

sor further represents, warrants and covenants that Lessor is the sole owner of the Leased Premises, that Lessor's capacity to execute and deliver this lease is not impaired by any restriction of law or otherwise, that no other lease or license to use the Leased Premises or any part thereof is now in effect and no such lease or license will be in effect at the time of commencement of the term hereof, and that the Leased Premises may be used by Lessee for the purposes herein specified.

- (c) Lessor agrees to indemnify Lessee against any and all damage which it may suffer by reason of the incorrectness of any of the representations or warranties set forth in this lease, whether or not Lessee may have actual or constructive knowledge of such incorrectness at the time of delivery of this lease.
- 26, LESSOR'S DEFAULT If Lessor shall default under any of the provisions of this lease on Lessor's part to be performed (including, without limiting the generality of the foregoing, Lessor's obligation hereunder to make repairs and replacements) and Lessor shall not have commenced diligently to cure such default within ten (10) days (or within twenty-four (24) hours with respect to defaults of an emergency nature) after notice thereof to Lessor, Lessee (after notice to Lessor of Lessee's intention to do so) may, in addition to any other remedy provided by law, cure such default and deduct the cost thereof from the rent thereafter becoming due hereunder or recover such cost, including interest thereon and reasonable attorneys' fees, in an action brought against the Lessor.
- 27. QUIET ENJOYMENT Lessor covenants that so long as Lessee pays the rent reserved in this lease and performs and observes all of the other covenants and provisions hereof, Lessee shall quietly enjoy the Leased Premises for the term hereof.
- 28. NOTICES Any notice or demand which under the terms of this lease or under any statute must or may be given or made by the parties hereto shall be in writing and shall be given or made by registered mail addressed to the respective parties as follows:

TO THE LESSOR:

Att

Witness:

Attest:

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c/o The Peoples National Bank Post Office Box 608 Greenville, South Carolina

TO THE LESSEE: The Sperry and Hutchinson Company

330 Madison Avenue New York, New York 10017

Such notice or demand shall be deemed to have been given or made when deposited, postage prepaid, in the U.S. mail. The above addresses may be changed at any time by giving thirty (30) days prior written notice as above provided.

- 29. <u>RIGHTS OF SUCCESSORS AND ASSIGNS</u> The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns but neither Lessor nor Lessee shall be bound or liable hereunder unless and until this lease shall have been executed and delivered by both Lessor and Lessee. In the event that there shall be more than one party Lessor to this lease, each of the parties Lessor shall be jointly and severally liable for the performance and observance of each and all of the provisions on Lessor's part to be performed and observed.
- 30. RIDER In the event that the provisions of this lease have been supplemented by the provisions of a rider, said rider consisting of four ) typewritten pages is annexed hereto, signed by the parties hereto at the end thereof and is hereby made a part of this lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents as of the day and year first above written.

THE SPERRY AND HUTCHINSON COMPANY

Assistant Secretary

Lehman A. Moseley, Sr.

The Peoples National-Bank

Greenville, South Carolina

As to People's National Bank and Lehman A. AND Moseley, Sr.

1973 at 11:24 A. M., Recorded