

Article 9

Assignment and Subletting

9.1 Written assignment; filing. This Lease is freely assignable, but no assignment or transfer by the Lessee shall be valid unless the assignee shall expressly assume and agree to perform each and every one of the covenants of this Lease which, by the terms hereof, the Lessee agrees to keep and perform, which assumption shall be evidenced by written instrument (either by joinder in the assignment itself, or by separate instrument), executed in such fashion as to entitle it to recording nor shall such assignment be deemed valid, unless the assignment and assumption agreement are promptly filed for record in the Office of the Clerk of Court in and for Greenville County, South Carolina, and an executed original thereof delivered to the Lessor.

9.2 Lessee's primary liability. If the Lessee's interest in and to this Lease Agreement is assigned, the Lessee's liability for the performance of any of the terms, conditions, covenants and agreements contained herein to be performed by the Lessee, shall remain in full force and effect.

9.3 Subletting. Lessee may lease all or any part of the premises or the improvements erected thereon. It is understood and agreed that the interests of any sublessee shall not terminate by reason of Lessee's default hereunder. It is agreed between the parties hereto that Lessee may sublet beyond the term of this Lease with consent of Lessor first obtained; provided, however, Lessor's consent shall not be withheld unreasonably. A memorandum of this Lease for recording shall contain the foregoing provisions with respect to the right to Lessee to sublet.

9.4 Subordination. The Lessor agrees that his fee title in the premises, in addition to being subordinate to any mortgage or mortgages which, in accordance with this Lease, have been placed upon the demised premises or any part thereof as set forth in Article 12 of this Lease, shall also be subject and subordinate to any