

ARTICLE XIII

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MISCELLANEOUS

SECTION 13.1 Quiet Enjoyment. The County agrees so long as the Lessee shall fully and punctually pay all of the rents and other amounts provided to be paid hereunder by the Lessee, and shall fully and punctually perform all of its other covenants and agreements hereunder, that the Lessee shall peaceably and quietly have, hold, and enjoy the Project during the Lease Term.

SECTION 13.2 Surrender of Project. Except as otherwise provided in this Lease, at the expiration or sooner termination of the Lease Term, the Lessee agrees to surrender possession of the Project peaceably and promptly to the County in as good condition as at the commencement of the Lease Term, ordinary wear, tear, and obsolescence only excepted.

SECTION 13.3 Notices. All notices, certificates, or other communications hereunder shall be deemed sufficiently given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows: if to the County, to GREENVILLE COUNTY, c/o Greenville County Courthouse, Greenville, SC 29602; if to the Lessee, to H. K. DEVELOPMENT COMP., Post Office Box 567, Travelers Rest, SC 29690; if to the Mortgagee, to THE SOUTH CAROLINA NATIONAL BANK, P. O. Drawer 969, Greenville, SC 29602. The County, the Lessee, and the Mortgagee may, by notice given to all parties to this Lease and the Mortgage, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

SECTION 13.4 Recording and Filing. (a) This Lease, as originally executed, shall be recorded after the recordation of the Mortgage. It shall be recorded and indexed as a miscellaneous conveyance and as a