

have a lien upon the personal property and effects of Tenant on said Premises, and Landlord may, at its option, without further notice, sell at private sale all or part of said property and effects for such price as Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from Tenant to Landlord, including the expenses of the removal and sale.

ARTICLE XIV
SURRENDER OF PREMISES

At termination of this Lease, Tenant shall surrender Premises and keys thereof to Landlord in same condition as at commencement of term, natural wear and tear only excepted.

ARTICLE XV
MEMORANDUM OF LEASE

The parties will at any time at the request of the other execute a memorandum or short form Lease Agreement in a form recordable on the public records of Greenville County, South Carolina which will constitute notice to third parties of the term of this Lease Agreement and any other portions of this Agreement excepting the rental provisions.

ARTICLE XVI
ATTORNEY FEES

In case the Landlord shall, without fault on its part, be made a party to any litigation commenced by or against the Tenant and Landlord shall not be afforded a defense because Tenant had allowed a lapse of applicable insurance coverage, then the Tenant shall pay all costs and reasonable attorney's fees incurred by or against the Landlord, or in connection with such litigation. In the event of any litigation between the parties hereto to enforce any of the provisions of this Lease Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which may be included in and as a part of the judgment rendered in such litigation.

ARTICLE XVII
INDEMNIFICATION

If the Landlord is required to pay a sum of money for property damage or personal injury resulting from the failure of the Tenant to observe or perform any covenant of this Lease required to be performed by the Tenant, then the sum so paid by the Landlord, together with all costs, damages, and reasonable attorneys' fees, shall be considered additional rent, due in the month succeeding such payment and collectible at such time.

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