

DEC 23 10 50 AM 1966

BOOK 811 PAGE 102

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

OLLIE PATTERSON  
 R.M.S.

WHEREAS, The Peoples National Bank of Greenville, S. C. and/or Southland Life Insurance Company, herein called Lenders, have advanced or will advance funds to Frank Towers Rice, herein called Lessor, said funds to be evidenced by the promissory note of the Lessor secured by a real estate mortgage covering, inter alia, a certain building or buildings that have been leased by the undersigned Lessee under the terms of that certain written lease agreement dated the 21st day of April, 1966.

NOW, THEREFORE, in consideration of said loan and the benefits to be derived therefrom by the undersigned and other good and valuable consideration, the undersigned Lessee and Lessor do agree as follows:

(1) The aforesaid lease agreement is presently in full force and effect.

(2) When the improvements on the demised premises are completed in such form and in such manner as required under the terms of the lease, the Lessee will execute such documents as may be required by the Lenders evidencing the completion and occupancy of the premises and acceptance of the same.

(3) The parties agree and covenant that as of even date there is no default or breach by Lessee or Lessor under the terms of the aforesaid lease agreement.

(4) No rentals have been prepaid or deposited under the said lease agreement except as specifically stated therein; and Lessee further agrees not to make any such prepayment without the permission and prior consent of Lenders.

(5) In the event that Lessor under said lease agreement shall commit a breach thereof, Lessee acknowledges the collateral assignment of said lease to Lenders and agrees hereby to give notice to "The Peoples National Bank of Greenville, S. C., 100 West Washington Street, Greenville, South Carolina" and/or "Southland Life Insurance Company, Investment Division, Southland Center, Dallas, Texas 75201"; and Lessee does moreover agree that the said Lenders may, at its election, have thirty (30) days from the date of receipt of such notice to cure such default or breach; and Lessee agrees to accept performance by said Lenders in lieu of performance by the Lessor, and Lessor agrees and does hereby appoint Lenders as its agent for the performance of such covenants.

(Continued on next page)