

by the Lessee.

The Lessee shall have the right to assign this lease and option agreement without the consent of the Lessors, subject to the following:

- (a) Such assignment shall be in writing duly executed and acknowledged in proper form for recording, and shall be recorded in the office of the Register of Mesne Conveyance for Greenville County, South Carolina, within ten (10) days after execution thereof.
- (b) Such assignment shall include the then unexpired balance of the term of this lease together with all rights of extension and options to purchase.
- (c) Any assignee shall assume this lease and option agreement by written instrument, a duplicate original of which shall be delivered to the Lessors within ten (10) days after the effective date of such assignment.
- (d) Upon making an assignment of this lease and option agreement in compliance with the above stated conditions, the Lessee shall be released and relieved of all further liability under this lease from and after the effective date of such assignment, and each subsequent assignee, upon making a further assignment in compliance with the foregoing conditions, shall be released and relieved of all further liability under this lease and option agreement from and after the effective date of such further assignment.

The Lessee agrees to observe and comply with all rules, regulations, and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state, or federal authorities having jurisdiction over the premises, and to indemnify the Lessors for any damage caused by the violation thereof.

All the agreements, conditions, and undertakings contained herein shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns of the respective parties hereto as if they were in all instances named.

Any material breach of this Agreement shall constitute a material breach of the entire Agreement, shall terminate all rights of the party in breach, and shall terminate all duties of the party not in breach. Failure by the lessee to pay any rent installment less than ninety (90) days after it is due shall not be considered a breach of the Agreement.

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L. J. C.
R. H. W.