

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 expressly provided in this Agreement, at the expiration or sooner termination of the Lease Term, the Lessee agrees to surrender the Project peaceably and promptly to the County in as good condition as prevailed at the time it was put in full possession thereof, except for ordinary wear, tear and obsolescence.

Section 13.3. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by a telegram when telegraphic notice is permitted by express provisions of this Agreement, addressed as follows: if to the County, to the Greenville County Council, Greenville County Courthouse, Greenville, South Carolina; if to the Lessee, at Emery Industries, 4300 Carew Tower, Cincinnati, Ohio 45202, Attention: Treasurer's Department; if to the Assignee, at 23 Wall Street, New York, New York, 10015, Attention: Loan Department. The County, the Lessee and the Assignee may, by notice given to all parties to this Agreement and the Assignment 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 Agreement as originally executed shall be recorded prior to the recordation of the Assignment. It shall be recorded and indexed as a mis-

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