

Section 2. Title to the Premises. Issuer covenants that it is well seized of the Premises in fee simple; that the same are free and clear of all encumbrances except as provided in Exhibit "A"; and that it will warrant and defend the Trustee herein, the holders of said bonds, and all those claiming through or under it or them against all lawful claims whatsoever. It covenants that this Instrument is and will be kept a first lien upon the Premises and that it will not suffer or permit any charge to accrue which shall have priority over or parity with this Instrument. Issuer further covenants to give any further or different instrument of conveyance and to make any such further assurance as the Trustee may find necessary or proper to be made in the premises.

Section 3. Insurance. Issuer covenants to keep the buildings and permanent fixtures, furniture, equipment and personal property, now and at any time hereafter situated on the Premises insured by insurers satisfactory to the Trustee, against loss or damage by fire and against loss or damage by windstorm in amounts equal to eighty (80%) percent of the full insurable value thereof and to cause all policies of insurance to be made payable to the Trustee, to the extent of the indebtedness owing and unpaid hereunder, and to deliver the policies of insurance as they are from time to time written to the Trustee. Trustee shall be furnished copies of such policies upon the execution hereof which policies shall provide for ten (10) days written notice to Trustee prior to cancellation.

Section 4. Taxes and Assessments. Issuer covenants that it will pay and discharge, as the same from time to time becomes due and payable, all taxes and assessments, including assessments for special benefits, which by any competent taxing or assessing authority may be assessed or levied on the Premises, or any part thereof.

Section 5. Maintenance of Improvements. Issuer agrees to keep up and maintain the buildings, structures and improvements on the Premises in good order and condition; to make seasonably all necessary repairs, renewals and replacements, and not to suffer or permit any waste or damage thereto. Issuer covenants and agrees that any permanent fixtures by it placed or installed upon the Property shall, for the purposes of this Indenture, be considered as part of the realty and inure to the benefit of the bondholders secured hereby.

Section 6. Recording of Trust Indenture. Issuer covenants and agrees to cause this Instrument to be duly recorded in the office of the Registrar of Deeds in the County of Greenville, South Carolina, and to pay costs of recording and taxes upon said bonds, if any.

Section 7. Issuer's Records. Issuer covenants and agrees that it will, at any time and from time to time permit the Trustee and its agents or accountants to have access to, and to inspect and make extracts from, the Issuer's books, accounts, papers, documents and memoranda pertinent to any of the covenants, conditions and agreements of this Indenture in respect of the bonds secured hereby or of any of the Premises.

Section 8. Restriction of Sales. The Issuer covenants and agrees that it shall not sell, lease, transfer or convey the Premises or any part thereof, nor shall it enter into any consolidation or merger without the prior written consent of the Trustee.