

thereof, free and clear of all tenancies.

FAILURE TO DELIVER PREMISES. The failure of the Landlord to deliver actual possession of said premises at the time and in the condition provided in the paragraph captioned "Delivery of Premises" shall give Tenant, in addition to such other rights as Tenant may have under the common or statutory law of the State of South Carolina, the right either (1) to rescind the lease by giving notice to Landlord, or (2) to waive such default by Landlord, or (3) to postpone the date of commencement of the term of this lease.

The parties herein designated as Landlord, on behalf of themselves and their heirs and assigns, hereby covenant and agree that prompt notice will be given Tenant on the death or legal incapacity of any of the parties herein designated as Landlord or any of their heirs and assigns, and of any transfer or other conveyance of any interest in the leased premises. It is further covenanted and agreed that all payments made in accordance with the provisions hereof, prior to receipt by Tenant of written notice of any change in said interests, shall fully and effectively discharge Tenant from any liability for the rent covered by such payments and that the parties herein designated as Landlord and their heirs and assigns will hold Tenant harmless from any further liability therefor.

Tenant shall not be required to make any change in the disbursements as hereinabove set out until it has been furnished with a valid written authorization signed by the party or parties affected or their proper legal representatives.

COVENANT OR TITLE, AUTHORITY AND QUIET POSSESSION.

The Landlord covenants and warrants that Landlord has full right and lawful authority to enter into the lease for the full term aforesaid and any extensions thereof, and that Landlord is lawfully seized of the entire premises hereby demised and has good fee simple title thereto free and clear of all contracts, leases, tenancies, party wall agreements, restrictions, violations, liens and encumbrances of every nature whatsoever, excepting any defects which might be revealed by survey.

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