cancelled and terminated and in which event, neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of an Order of any Court shall be entitled to possession of the Leased Property.

ARTICLE XXII.

NOTICES

All notices that are required or authorized to be given under the terms of this Lease shall be given in writing by United States certified or registered mail with postage prepaid addressed to the party to whom such notice is given, as follows:

> OWNER: Floogle, Inc. Box 278 Mauldin, South Carolina 29662 TENANT: Dr. Richard Carpenter, Jr. 926 Cleveland Street, Apt. H-305 Greenville, South Carolina

ARTICLE XXIII.

GENERAL PROVISIONS

- 1. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Owner and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- At any time and from time to time, Tenant agrees, upon request in writing from Owner, to execute, acknowledge and deliver to Owner a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which rent, and other charges have been paid.
- 3. The headings of the several Articles contained herein are for convenience only and do not define limit or conconstrue the contents of such Articles. There are no negotiations. considerations, representations and understandings between the parties other than are incorporated herein.
- 4. No amendment of this Lease shall be valid or binding unless such amendment is in writing and executed by the parties hereto.

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RILEY & RILEY Attorneys at Law 218 Henrietta Street Greenville, S. C.

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