

1. DECLARATION OF PARTY WALL. The above-described wall shall constitute a party wall, and, Robert C. and Gloria U. Jones, their, heirs successors and assigns shall, from the date of conveyance to them of the property in Exhibit A, have the right to use such wall jointly with Patewood Corporation, its successors and assigns.

2. REPAIR AND REBUILDING. If the party wall at any time while in use by both parties as aforesaid should be injured by any cause other than the act or omission of either party, it shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. If the party wall should be injured by act or omission of either party, it shall be repaired or rebuilt at that party's expense.

3. DURATION AND EFFECT OF AGREEMENT. This agreement shall be perpetual and the covenants herein contained shall run with both parcels of land above-described, but the agreement shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of rights to a party wall being the sole purpose hereof.

4. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties relating to the party wall rights herein granted and the obligations herein assumed, and any oral representation or modification concerning this instrument shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement at Greenville, South Carolina, this 26th day of May, 1978.

WITNESS:

James C. Blalock, Jr.
[Signature]

PATEWOOD CORPORATION

BY: *[Signature]*
President

ATTEST: *Vance B. Dandy*
Secretary

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