

or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

(b) No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both the Lessor and Lessee herein.

(c) The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Paragraphs of this Lease or in any way effect this Lease. Any gender used herein shall be deemed to refer to any other gender more grammatically applicable to the party to whom such use of gender relates. The use of singular herein shall be deemed to include the plural, and, conversely, the plural shall be deemed to include the singular.

(d) That no waiver by the lessor of a breach of any covenant or agreement contained herein on the part of the Lessee shall constitute a waiver of a subsequent breach of the same or any other covenant or agreement.

(e) If at any time after the execution of this Lease it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the party serving the same, deposited in the registered or certified United States Mail, return receipt requested, postage prepaid and (a) if intended for lessor shall be addressed to:

James F. Acker, Jr.
John P. Acker
4 Westminster Drive
Greenville, South Carolina 29605

and (b) if intended for Lessee shall be addressed to:

Stewart Spinks
6 Garden Trail
Greenville, South Carolina