

VI

Phillips shall not, without prior written consent of the City, permit any third party (other than its successors and assigns, a subsidiary, contractor or agent operating on Phillips' premises) to connect to Phillips' own sewer line so as to cause the wastes of such third party to be discharged into, and transmitted by, the City sewer lines.

VII

It is understood and agreed that a copy of this agreement will be filed with the Register of Mesne Conveyance of Greenville County, South Carolina, and that same will constitute a lien for the annual service and maintenance charge specified in Paragraph III above when the same becomes past due, but not before, against the real estate of Phillips next in priority to the lien for Federal, State and County taxes. The City shall bill Phillips on or before November 1 of each year for the amount due for that current year under this agreement and Phillips shall have until December 31 of each year in which to pay said amount without penalty. If the amount due hereunder is not paid by December 31 of each year when due, then Phillips agrees to pay an additional sum of 1% as a penalty and if paid in the month of February, an additional sum of 2% as a penalty, and if paid during the month of March, an additional sum of 3%, and if the amount due is not paid by April 1 following the year for which it is due, the City shall have the right to terminate this agreement and to stop the flow of sanitary sewage into its lines forthwith without any or other further notice.

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