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expenses associated with the existence and operation of such facilities.

3. That if such facilities shall discharge any effluent, in the form of solids, liquids or gases, which (1) shall violate the valid statutes or regulations of any governmental entity or (2) shall, in the reasonable judgment of Bankers Trust Company of South Carolina, (a) pose a hazard to human health or (b) impair seriously the value of the Western Property as security given under a Mortgage dated August 9, 1972 from F. Harold Gillespie to H. Hoke Smith, then Bankers Trust Company of South Carolina shall have the right to make such repairs to such facilities as shall be necessary to stop such discharge and, further, shall have the right to charge the owner of such facilities with the cost of such repairs. In the event that such owner shall refuse or fail to pay the cost of such repairs within a reasonable time after written demand, Bankers Trust Company of South Carolina shall have the right to terminate this Easement; provided, however, that such right of termination shall not arise unless Bankers Trust Company of South Carolina shall first have given to the holder of a Mortgage on the Davis Mechanical Site, to the owner, lessee and lessees of the Davis Mechanical Site written notice of such failure to pay and a sixty (60) day period of time in which to render such payment.

4. That this Easement shall impose upon Bankers Trust Company of South Carolina no obligation to pay for the operation, maintenance or repair of such facilities.

5. That this Easement shall run with the land known as the Davis Mechanical Site and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns, provided however, that in no event shall the term of this Easement extend beyond the longer of:

(a) The length of time that Life Investors Insurance Company of America shall have an interest in the property described as the Davis Mechanical Site which shall have arisen from a