

OFFICE OF THE CLERK OF COURTS

GREENVILLE, SOUTH CAROLINA

APRIL 24 1980

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MEMORANDUM OF LEASE

This Memorandum of Lease dated this 24 day of April, 1980, between Walter W. Goldsmith and William R. Timmons, Jr. (hereinafter referred to as Lessor) and Haywood Crossing One, a Limited Partnership organized and existing under the laws of the State of South Carolina (hereinafter referred to as Lessee).

W I T N E S S E T H :

That for and in consideration of the sum of \$1.00, and other good and valuable consideration and the further consideration of the rents reserved and the covenants and conditions more particularly set forth in that certain Lease Agreement (Residential I) between Lessor and Lessee dated April 24, 1980, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. Lessor does demise unto Lessee, and Lessee does take from Lessor for the term hereinafter provided, and any extension thereof, all those certain pieces, parcels or tracts of land situate, lying and being in the County of Greenville, State of South Carolina near the intersection of Haywood Road and Woods Crossing Road being shown and designated as Parcels 3, 4 and 5 together with the land lying within the boundaries of Haywood Crossing Drive, a new road running from Haywood Road to Transit Drive, all as shown on a survey of Haywood Crossing by Lindsey and Associates dated March 14, 1980, to be recorded in the RMC Office for Greenville County and being more particularly described on Schedule A attached hereto and incorporated herein by reference.

2. The lease term shall commence May 6, 1980 and shall terminate at midnight on a date sixty-five years thereafter.

3. The lease contains among its terms and provisions the following:
No Liens. All persons to whom these presents may come are hereby put on notice of the fact that the Lessee shall never have the power to subject the interest of the Lessor in the premises to any mechanics' or materialmen's lien or liens of any kind without the express and specific written consent of the Lessor.

4. The sole purpose of this instrument is to give notice of said lease and all of its terms, covenants and conditions to the same extent as if said lease were set forth herein.

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