

ARTICLE XIII

MISCELLANEOUS

SECTION 13.1. Quiet Enjoyment. The County agrees so long as the Lessee shall fully and punctually pay all of the rents and other amounts provided to be paid hereunder by the Lessee, and shall fully and punctually perform all of its other covenants and agreements hereunder, that the Lessee shall peaceably and quietly have, hold and enjoy the Project during the Lease Term.

SECTION 13.2. Surrender of Project. Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of the Lease Term, the Lessee agrees to surrender possession of the Project peaceably and promptly to the County in as good condition as at the commencement of the Lease Term, loss by fire or other casualty covered by insurance and ordinary wear, tear and obsolescence only excepted.

SECTION 13.3. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, or given when dispatched by a telegram when telegraphic notice is permitted by express provisions of this Agreement, addressed as follows: if to the County, to the County Council of Greenville County, Greenville County Courthouse, Greenville, South Carolina; if to the Lessee, at P.O. Box 968, Austin, Texas 78767, Attention: Areta Jones, Treasurer; if to the Mortgagees, at First National Bank of South Carolina, P. O. Box 2568, Greenville, SC 29602, Attention: Senior Officers, and at The Chase Manhattan Bank, N.A., 1 Chase Manhattan Plaza, New York, New York 10015, Attention: Central South District Institutional Banking Department. The County, the Lessee and the Mortgagees may, by notice given to all parties to this Agreement and the Mortgage, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 13.4. Recording and Filing. (a) This Agreement as originally executed shall be recorded subsequent to the recordation of the Mortgage. It shall be recorded and indexed as a miscellaneous conveyance and as a security agreement in the R.M.C. Office of Greenville County, South Carolina, or in such other office as may at the time be provided by law as the proper place for the recordation thereof. The security interest of the County created herein as to the personal property, equipment and fixtures and the assignment of such security interest to the Mortgagees shall be perfected by the filing of financing statements which

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