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either a change in zoning or annexation within the time agreed to by the parties, this Lease and Agreement shall automatically terminate, and neither party shall thereafter have any liability to the other hereunder.

SECOND: LICENSE TO ENTER PREMISES. The Lessee is granted the right and privilege to cause topographical surveys to be done upon the PREMISES, and further to conduct or to cause to be conducted soil tests and analyses with respect to the suitability of the PREMISES for improvements contemplated by Lessee. Its authorized agents or representatives, including any land surveyors, are authorized to enter upon the PREMISES to the extent proper for such purposes at their risk during the period attempts are being made to change the zoning classification of the entire tract. Lessee shall cause all borings and diggings to be covered up and the surface restored to as near its condition prior to borings and diggings as may be practicable.

Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims that may result from this license to enter the PREMISES to perform soil tests and surveys.

THIRD: WAIVER. No waiver of any breach of any covenant, condition, or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition, or stipulation.

FOURTH: LEASE NOT EXTINGUISHED BY DESTRUCTION OF BUILDING. No damage to or destruction of any building or buildings on the PREMISES by fire or other casualties shall be taken to entitle the Lessee to surrender possession of the demised PREMISES, abate the rent, or terminate the lease.

FIFTH: NOTICES. Any notice or notices that may be necessary to be given by either party to this Agreement to the other with respect to any provision of this Agreement or anything to be done or omitted by either of said parties, shall be sufficiently given when reduced to writing and served by the one party upon the other at the following addresses:

If upon Lessor: William H. Pate, Jr. or
Wallace F. Pate, Sr.
c/o Patewood Corporation
Greenville, South Carolina 29615

If upon Lessee: President
J. E. Sirrine Company
216 S. Pleasantburg Drive
Greenville, South Carolina 29606

The said addresses may be changed from time to time by either party notifying the other of a change in address.

SIXTH: DEMAND FOR RENT AFTER SAME PAYABLE. Any demand for rent or

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Handwritten initials and scribbles