

(hereinafter called "Project"); and

WHEREAS, said Project included acquisition of and/or specifically improving the real property described in Exhibit "A" attached hereto and incorporated herein at this point as though set forth in full; and

WHEREAS, on September 22, 1978, the Grantee accepted the Offer of Grant subject to certain terms and conditions pursuant to which the Grantee covenanted and agreed to comply with the applicable requirements of 13 Code of Federal Regulations Part 314, as amended; and

WHEREAS, on N/A, the Owner/Lessor/Lessee/Optionor/Optionee of all or part of the real property described in Exhibit "A" attached hereto agreed to comply with the applicable requirements of 13 Code of Federal Regulations Part 314, as amended; and

WHEREAS, the grant funds will be used for the construction or rehabilitation of buildings or recreational facilities; and

WHEREAS, the Grantee and Owner(s), Lessor(s), Lessee(s), Optionor(s), Optionee(s) of all or part of the real property described in Exhibit "A" attached hereto agreed to record these agreements in the appropriate office for the recording of public records affecting real property in Greenville County so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and, if applicable, all or part of the real property described in Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and of other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge and to assure that the benefits of the Project will accrue to the public and be used as intended by both EDA and the Grantee, the Grantee, Owner(s), Lessor(s), Lessee(s), and/or Optionor(s), Optionee(s), hereby covenant and agree as follows:

1. The expected life of the Project is 40 years from the date hereof.
2. During its expected useful life the Project shall not be used for other than the purposes for which the Project was financed by EDA, as stated in the application, unless the prior written approval of the Assistant Secretary is obtained.
3. The real property acquired as a part of the Project or specifically improved and included as a part of the Project, as described in Exhibit "A" attached hereto, and including any interest therein, shall not be sold, leased, transferred, conveyed or mortgaged without the prior written consent of the Assistant Secretary, *
4. Whenever real property is sold, leased or otherwise conveyed pursuant to 13 CFR 314.3(a)(1), the transferor shall add to the document conveying such interest a covenant, which has been previously approved by the Assistant Secretary, prohibiting the use of such property for any purpose other than the general and special purpose of the grant as determined by the Assistant Secretary. The instrument containing this covenant shall be recorded in the pertinent county public records affecting real property or filed with the appropriate office in the Bureau of Indian Affairs in the case of Indian Projects.

* Excepting the terms and conditions of that certain Project Agreement dated January 22, 1979, as amended by the Supplemental Agreement dated April 30, 1980 and as assigned by the Assignment and Confirmation of Project Agreement dated October 15, 1980, copies of which are attached hereto as Exhibits B, C, and D, respectively.

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