

to modification by the Owner of the Project who must be either an original, substitute or added party to this Agreement. The parties hereto agree that any waiver of any breach of a term or provision of this Agreement, or failure by either party hereto to exercise any right or remedy in respect of any such breach shall not constitute a waiver for the future of any such term or provision or of any subsequent breach of a term or condition, nor bar any right or remedy if any party hereto in respect of any such subsequent breach.

16. Notices. Any notice that may or is required to be given hereunder shall be deemed given when actually received. If such notice is mailed, it shall be deposited, registered or certified, return receipt requested, in the United States mail, addressed to the party hereto at the address set forth after its respective name below or at such different addresses as to any such party as it shall have heretofore given notice hereunder.

Haywood Crossing One: One Cross Club Drive
Greenville, South Carolina 29607

Haywood Holding Company: One Cross Club Drive
Greenville, South Carolina 29607

17. Miscellaneous. This Agreement constitutes the entire understanding between the parties hereto and all prior to contemporaneous oral agreements or understandings are merged herein. Titles or captions to paragraphs herein are for convenience and reference only and are not to be given any legal effect or significance. This Agreement is to be executed simultaneously in duplicate originals, one of which will be retained by each of the parties hereto, but both of which shall constitute one and the same Agreement.

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