

advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

6. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord and Mortgagee, and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

WITNESSES:

John B. Malt  
Katherine M. Dubose

John B. Malt  
Katherine M. Dubose  
John B. Malt  
Katherine M. Dubose

TENANT:

DIXIE ELECTRONICS, INC.

By:

Riley O. Etheridge  
its President  
(CORPORATE SEAL)

LANDLORD:

E & H PROPERTIES, a South Carolina general partnership

By:

Riley O. Etheridge (SEAL)  
Riley O. Etheridge, Partner

By:

Russell J. Herring (SEAL)  
Russell J. Herring, Partner

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