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GREENVILLE S.C.

SEP 24 3 07 PM '84

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

DONALD W. TIMMONS MEMORANDUM OF LEASE
R.M.C. (Residential II)

This Memorandum of Lease dated this 20th day of September, 1984, between Walter W. Goldsmith and William R. Timmons, Jr. (hereinafter referred to as Lessor) and Haywood Holding Company, a Limited Partnership organized and existing under the laws of the State of South Carolina (hereinafter referred to as Lessee).

W I T N E S S E T H :

That for and in consideration of the sum of \$1.00, and other good and valuable consideration and the further consideration of the rents reserved and the covenants and conditions more particularly set forth in that certain Lease Agreement (Residential II) between Lessor and Lessee dated as of December 1, 1983, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. Lessor does demise unto Lessee, and Lessee does take from Lessor for the term hereinafter provided, and any extension thereof, all those certain pieces, parcels or tracts of land situate, lying and being in the County of Greenville, State of South Carolina near the intersection of Haywood Road and Woods Crossing Road and to the north of Transit Drive, being shown and designated on a survey of Haywood Crossing by Lindsey and Associates dated March 14, 1980, revised August 21, 1984 and being more particularly described on Schedule A attached hereto and incorporated herein by reference.

2. The lease term shall commence December 5, 1983 and shall terminate at midnight on May 5, 2045.

3. The lease contains among its terms and provisions the following: No Liens. All persons to whom these presents may come are hereby put on notice of the fact that the Lessee shall never have the power to subject the interest of the Lessor in the premises to any mechanics' or materialmen's lien or liens of any kind without the express and specific written consent of the Lessor.

4. The sole purpose of this instrument is to give notice of said lease and all of its terms, covenants and conditions to the same extent as if said lease were set forth herein.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns, All covenants and agreements of this instrument and said Lease shall run with the land.

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