

TO THE TENANT

c/o Attorney Leonard Ledford
 10 East Avenue
 Greenville, South Carolina 29601

Such addresses may be changed from time to time by either party by serving notices as above provided.

WAIVER

Art. 23. No defaults shall be deemed waived unless in writing signed by the Landlord.

The failure of the Landlord to insist upon a strict performance of any of the terms, covenants and conditions herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of a subsequent breach or default in the terms, covenants and conditions herein contained. This instrument may not be changed, modified or discharged orally.

GENERAL PROVISIONS

Art. 24. This lease is and shall be considered to be the only agreement between the parties hereto; all negotiations and oral agreements acceptable to both parties are included herein.

Landlord and Tenant represent and warrant each to the other that they have not dealt with any real estate agent or broker in connection with this transaction. ~~other than~~ and with respect to any brokerage fee or commission due now or at any time in the future to ~~as a result of his involvement~~ in this transaction, Tenant agrees that it is solely responsible therefor and will save Landlord harmless from and against all loss, cost and expense incurred by reason of the breach of such representation and ~~warranty.~~

It is further agreed between the parties hereto that the signing of this Agreement by the Tenant does not constitute a complete transaction until such time as this lease shall have been accepted by the Landlord, and executed by its proper officers.

The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

If more than one person or corporation is named as Tenant in this lease and execute the same as such, then and in such event, the word "Tenant" wherever used in this lease, is intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with and performance of all of the terms, covenants and provisions of this lease shall be joint and several.

The Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

The Tenant agrees that under all circumstances where the Overlandlord shall be required to perform any obligation under the Overlease and the Landlord has agreed in this lease to take appropriate action to require the Overlandlord so to do, the Landlord shall be entitled to a reasonable time within which to require the Overlandlord to perform such obligation.

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