

supplemental to and not in lieu of the lien created in favor of the Landlord by statute), or to recover damages for the breach of said covenants, or (b) declare this Lease terminated and take possession of the demised premises and thenceforth hold the same free and clear of any claim or right of Tenant, its successors and assigns, but with the right, nevertheless, of Landlord to recover from the Tenant any past-due rentals.

9. Landlord warrants that on the effective date of this Lease it will be the sole owner of the demised premises in fee simple, free of liens and encumbrances except for a first mortgage now owed on the premises and except for a refinancing of said mortgage which is expressly agreed to by Tenant.

10. Landlord shall put Tenant in possession of the demised premises and covenants and agrees that during the continuance of this Lease Tenant shall have quiet possession and enjoyment of the premises.

11. This agreement shall be binding upon the parties hereto, their successors, heirs and assigns.

12. This Lease shall not be assigned or the premises sublet without the consent in writing first obtained from the Landlord, which shall not be unreasonably withheld.

13. This Lease supersedes and cancels that certain Lease Agreement between the parties dated September 15, 1970, recorded in the Office of the R.M.C. for Greenville County in Deed Book 898, at Page 530.

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

WITNESSES:

Blair Short
Thyra C. Boyerell

[Signature]

Blair Short
Thyra C. Boyerell

[Signature]

F. H. Gillespie (SEAL)
F. H. Gillespie

(Landlord)

DAVIS MECHANICAL CONTRACTORS, INC. (SEAL)

By F. H. Gillespie
President

[Signature]
Secretary

(Continued on next page (Tenant))