

Lessee do hereby mutually release and discharge each other from any and all claims of any character which either may have against the other by reason of or arising from a failure to deliver the Bonds; and the County shall, at the expense of the Lessee, all of which expenses the Lessee hereby agrees to pay, proceed to amend the lease agreement and the trust indenture relating to the \$1,000,000 Greenville County Industrial Revenue Bonds, Series 1968 - House of Fabrics, so as to restore the Leased Land as a part of the property leased and mortgaged thereby respectively. Both parties shall execute such further instruments as may be necessary to fully implement the provisions of this subsection (b) of Section 13.4.

SECTION 13.5. Other Instruments.

(a) The Lessee covenants to deliver to the County and the Trustee within 60 days after January 1, 1972, after every January 1 thereafter to the Completion Date, after the Completion Date, and after the close of each fiscal year of the Lessee following the Completion Date, a description of the Project, on such January 1, Completion Date, or such last day of a fiscal year, as appropriate, if the Project is not adequately described in the granting clauses of the Indenture as then supplemented, and in the demising clauses of this Agreement as then amended. Such description shall be sufficiently detailed so as to enable counsel to render the opinion referred to in clause (4) of the next succeeding sentence. Within 30 days after delivery of such description the lessee covenants that it will:

(1) prepare a supplement to the Indenture and an amendment to this Agreement, each containing an adequate and full description of the Project;

(CONTINUED ON NEXT PAGE)