use does not interfere with the use, or contemplated use, of the lot by the Company; that such use of the unfenced portion of the Company's lot by Tidwell shall be permissive and shall not in any manner be deemed hostile or adverse to the Company and Tidwell shall at all times hereafter continue to recognize the legal title of the Company to the premises used by him as aforesaid.

(3) The provisions of this Agreement shall extend to the Company, its successors or assigns, and to any corporation which as a result of merger, consolidation, sale, or transfer shall acquire all or substantially all the property and assets of the Company; and it further shall be binding upon the heirs, assigns, and legal representative of Tidwell.

IN WITNESS WHEREOF, C. L. Tidwell has hereunto set his hand and seal and J. P. Stevens & Co., Inc. has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer on this the day and year first above written.

In the Presence of:

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE

PERSONALLY appeared before me, R. C. Middleton and made oath that he saw Brown Mahon as Vice President, J.P. Stevens & Co., Inc., a corporation chartered under the laws of the State of Delaware, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written Agreement, and that he, with Alice Neighbors the execution thereof.

Sworm to before me this Notary Public for South Carolina)

P.C. Middleton