

provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns. The provisions of the foregoing sentences shall not be construed as granting to the Lessee the right to assign any of its rights under this agreement without the prior written approval of the Lessor.

SECTION SEVENTEEN - SUPPLEMENTAL AGREEMENT

Supplementing this agreement is a second agreement of even date herewith, attached hereto and incorporated by reference, as if set out in full herein, designated Exhibit Two (2), which sets forth in particularity the manner in which Lessee intends to use the facility, its programs, and other participating agencies.

UTILITIES AND JANITORIAL SERVICE - SECTION EIGHTEEN

The Lessee, at its own expense, agrees to provide to the demised premises the utility requirements and shall pay when due all bills for public utilities used on or charged against the demised premises during the term of this Lease.

Lessee, at its own expense, will also cause the leased premises to be cleaned and generally cared for by its janitors, cessation caused by strike, accident, or reasonable necessity excepted.

SECTION NINETEEN - MEMBERSHIP ON SENIOR ACTION, INC., GOVERNING BODY

Lessee agrees that one elected member of Greenville City Council and one elected member of Greenville County Council shall serve as members of the governing body of Senior Action, Inc., with all of the rights and privileges exercised by any other voting member.

SECTION TWENTY - RENEGOTIATION OF LEASE AND FIRST REFUSAL

At the end of the original term of this agreement, or an extension thereto, the entire lease may be renegotiated at the election of either party; provided however, that should the lessor elect to rent or lease the premises herein demised subsequent to the original term or any extensions thereto, Lessor shall give lessee the right of first refusal to rent or sub-lease the said premises upon such terms and conditions as are contained in a bonafide offer from any person, firm, or corporation not a party to this agreement to so rent, or lease; provided, however, the foregoing right of first refusal shall not apply if this agreement is cancelled or held to be in default as a result of the breach of any covenants or terms contained in this agreement.

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