

1. **Use:** Church shall use parking spaces situated upon M & T Property for their use during times the Church needs parking for the services traditionally used during Church operation. When the Church does not need the spaces situated on Church property during normal time of operation, M & T may use spaces situated upon Church property, as needed for overflow parking.
2. **Maintenance of Parking Space:** Parties shall be responsible for the costs of maintenance and repair of the parking spaces situated on their own property. Each party shall be responsible for any damages to the parking area caused by their guests and invitees.
3. **Appurtenant:** Parties grant unto one another, their heirs, successors, guests, invitees and assigns an appurtenant, perpetual, non-exclusive easement and right-of-way for shared parking as referenced hereof.
4. **Nonforfeiture of Reversion:** Any obligations contained herein with regard to Easement and Right of Way granted hereby shall be construed as a covenant and not as conditions and any violation of any said covenant shall not result in a forfeiture or reversion of any easement granted herein.
5. **Private Use:** Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the easement and right-of-way area to the general public or for any public purpose whatsoever.

6. Liability/Indemnification: Parties agree to indemnify and hold harmless one another and his heirs, successors and assigns for any damages suffered or injuries sustained by parties and her/his heirs, successors, guests, invitees and assigns as a result of the use of the shared parking space located upon either property.

7. Amendment: This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and may not be abrogated, modified, rescinded or amended in whole or in part without the express written consent of both parties, their respective heirs, successors or assigns. This Agreement and all amendments hereto shall be recorded in the public records of Greenville County, South Carolina.

8. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts together shall be deemed to constitute one original document.

9. Governing Law: This Agreement shall be governed by and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

10. Miscellaneous:

a. Whenever required by the context of this Agreement, the singular shall include the plural and the vise versa, and the masculine shall include the feminine and neutral.

b. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

c. The captions preceding the text of each paragraph are included only for convenience of reference and should be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference.

d. The fact that one party hereto was the drafter of this Agreement shall not be taken into consideration as a factor in interpretation or enforcement of the terms of this Agreement. In the event an ambiguity is found herein, said ambiguity will not be construed more strictly against the drafter of this document.

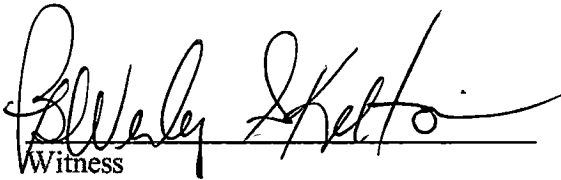
e. If either party retains an attorney to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy proceedings and all appeals.

ALL PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT THIS SHALL FOREVER BIND THEM, THEIR HEIRS, SUCCESSORS AND ASSIGNS. FURTHERMORE

THE EXECUTION OF THIS AGREEMENT SHALL FOREVER BAR CLAIMS OF ADVERSE POSSESSION. ALL PARTIES FURTHER ACKNOWLEDGE THEY HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL PRIOR TO EXECUTING THE SAME AND FREELY DO SO.

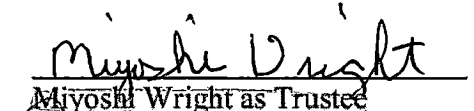
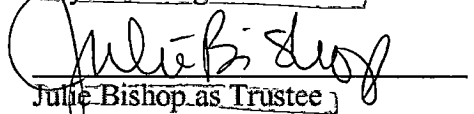
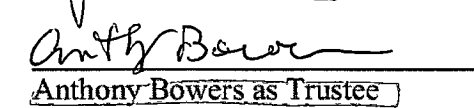
I, Westwood Baptist Church, A South Carolina Non-Profit Corporation By, Miyoshi Wright and Julie Bishop, and Anthony Bowers as Trustees have read the foregoing and voluntarily execute the same this 13 day of October, 2021.

Signed, Sealed and Delivered in the Presence of:


Witness


Witness

Westwood Baptist Church, A South
Carolina Non-Profit Corporation


Miyoshi Wright as Trustee

Julie Bishop as Trustee

Anthony Bowers as Trustee

STATE OF SOUTH CAROLINA

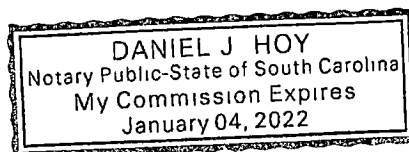
ACKNOWLEDGMENT

COUNTY OF ANDERSON

I, the undersigned Notary Public for South Carolina, do hereby certify that Westwood Baptist Church, A South Carolina Non-Profit Corporation By, Miyoshi Wright and Julie Bishop, and Anthony Bowers as Trustees personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

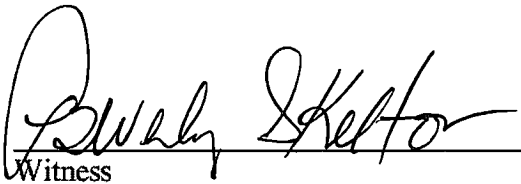
Witness my hand and seal this 13 day of October, 2021


Notary Public for South Carolina
My Commission Expires: 01/04/2022



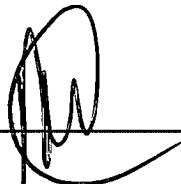
I, M & T Properties, Inc. By, Michael Holsenback, Its President have read the foregoing and voluntarily execute the same this 13 day of October, 2021.

Signed, Sealed and Delivered in the Presence of:


Witness

M & T Properties, Inc.


(By, Michael Holsenback)
Its, President


Witness

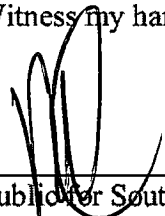
STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF ANDERSON

I, the undersigned Notary Public for South Carolina, do hereby certify that M & T Properties, Inc. by, Michael Holsenback, Its President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 13 day of October, 2021


Notary Public for South Carolina
My Commission Expires: 01/04/2022

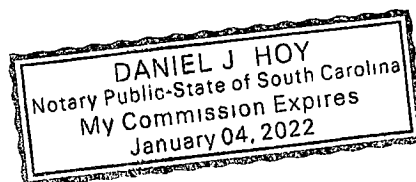


EXHIBIT A

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Pickens, and being shown and designated as 4.380 acres, more or less, (190774 sq ft), as shown on a plat prepared by W.R. Williams, Jr. Engr/Surveyor, and recorded in the Office of the Register of Deeds for Pickens County, South Carolina, in Plat Book 65, at Page 198, and having metes and bounds courses and distances as upon said plat appear and incorporated herein by reference thereto.

LESS AND EXCEPTING:

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Pickens, and being shown and designated as 2.13 acres, more or less, as shown on a plat prepared by John R. Bartley, Jr., P.L.S., # 19890, dated October 4, 2021 and recorded in the Office of the Register of Deeds for Pickens County in Plat Book 64, at Page 77, and having metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

FOR INFORMATIONAL PURPOSES ONLY

TMS # P/O 5150-18-32-3302

DERIVATION:

This being a portion of the property conveyed unto West Wood Baptist Church by Deed of West Greenville Baptist Church by Deed dated November 23, 1966 and recorded in Deed Book 11D at Page 121. Also by that certain Deed of Beulah K., Ellis to Claude R. Ellison by Deed dated December 9, 1959 and recorded December 12, 1959 in Deed Book 9M at Page 143, aforesaid records.

EXHIBIT B

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Pickens, and being shown and designated as 2.13 acres, more or less, as shown on a plat prepared by John R. Bartley, Jr., P.L.S., # 19890, dated October 4, 2021 and recorded in the Office of the Register of Deeds for Pickens County in Plat Book 614, at Page 77, and having metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

FOR INFORMATIONAL PURPOSES ONLY

TMS # P/O 5150-18-32-3302

DERIVATION:

This being a portion of the property conveyed unto West Wood Baptist Church by Deed of West Greenville Baptist Church by Deed dated November 23, 1966 and recorded in Deed Book 11D at Page 121. Also, by that certain Deed of Beulah K., Ellis to Claude R. Ellison by Deed dated December 9, 1959 and recorded December 12, 1959 in Deed Book 9M at Page 143, aforesaid records. This also being the same property conveyed unto M & T Properties, Inc by deed of Westwood Baptist Church, A South Carolina Non-Profit Corporation dated 10/13/21, to be recorded simultaneously herewith