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provided in the paragraph immediately preceding, or by the written consent of all of the parties hereto. It is understood that the parties, by agreement between the retiring or discontinuing owner or the estate of a deceased and the other owner or owners, may sell or exchange their interest in the property for a figure less than or greater than the appraised value.

(3) Anything in sub-paragraphs (1) and (2) above to the contrary notwithstanding, it is agreed that either of the undersigned may transfer his interest in the real estate covered by this Agreement to one or more of his children who may be a medical doctor or dentist licensed by the State of South Carolina and engaged in the practice of his or her profession in Greenville County, S. C., and this provision shall not only apply to a child or children of the undersigned but likewise to a spouse of any child or children of the undersigned, and should such a transfer result/contemplated in this paragraph, the transferee shall be bound by all of the remaining terms of this Agreement.

3. It is further mutually agreed that Dr. Hugh E. Vincent, Jr. and Dr. Rullie L. Hallman, Jr. or either of them, may associate with themselves or either of them, as an associate or as a partner, any medical doctor or doctors, who shall be permitted to occupy any portion of the property as may be by the parties agreed upon. The said Dr. George W. Smith shall have the same right as to any dentist or dentists. This provision will not permit either of the undersigned to forego the practice of medicine or dentistry as the case may be.

4. It is further mutually agreed that should either of the parties be called into the Armed Services of the United States, then he or they shall have the right to rent his portion of the building to some other party; PROVIDED HOWEVER, that should any one of the parties hereto voluntarily enter into the Armed Forces of the United States at a time when there was no National Emergency nor impending National Emergency, then such voluntary entering into service shall constitute the discontinuance of practice as contemplated in Paragraph 2 of this Agreement.

5. It is mutually agreed and understood that this instrument shall be recorded and that the provisions thereof shall constitute a covenant or covenants running with the land and be binding upon the parties hereto, their Heirs, Executors, Administrators or Assigns.

TO THE FAITHFUL PERFORMANCE of this Agreement, the parties