

upon the happening of any of the following events:

(1) Upon any default on the part of the Bank under the terms of the Brockman Lease.

(2) Upon failure of the Bank to exercise its option to purchase the Brockman lot under the Brockman Lease or upon failure of the Bank to effect said purchase.

(3) Upon any default on the part of the Bank under the terms of the Central Realty Lease, referred to above, which default shall result in the cancellation or termination of said lease.

(4) Upon failure of the Bank to exercise the first of the renewal options granted to it to extend the term of the Central Realty Lease.

It is understood and agreed that if Central becomes the Lessee under the Brockman Lease pursuant to this assignment prior to the time the Bank may purchase the Brockman lot by exercise of its option to so do under the Brockman Lease, that, as further consideration hereunder, Central shall pay to the Bank a sum equal to the then appraised value of any building or buildings then located upon the Brockman lot. For any building located partly upon the Brockman lot and partly upon the Central lot, Central shall pay a sum equal to that percentage of the appraised value of such building as is represented by that portion of the building located upon the Brockman lot. In such appraisal, any mortgage indebtedness or other liens against the property shall be taken into account. The appraisal shall be made by two (2) independent appraisers, one (1) appointed by Central and one (1) appointed by the Bank. Should the two (2) appraisers fail to agree on a valuation within thirty (30) days, they shall choose a third appraiser and the appraised valuation placed upon the building or buildings by the two (2) of the three (3) appraisers shall be final. Upon failure of the two (2) initial appraisers to appoint the third appraiser, either party may, after ten (10) days' written notice to the other, apply to the Greenville County Court for the appointment of the third appraiser.

It is further agreed between the parties hereto that if the Bank exercises its option to purchase the Brockman lot and acquires fee simple title thereto, that thereafter, Central shall have the option to purchase the Brockman lot with the buildings and improvements thereon, but only upon

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