

obligations of the Landlord therein (Assignor herein) shall be assumed by and become the obligations of Assignee herein. In the event that said lease is not consummated, the existing filling station and the appurtenances and equipment thereunto belonging shall be sold and assigned to and become the property of Assignee for the consideration hereinabove set out.

IV.

In the event that Assignee shall default in any of the obligations assumed by it herein, including, in particular and without limitation, defaults in any of the obligations of the Tenant (Assignor herein) contained in the Douglas and Moseley lease, which is the subject of this sale and assignment, or defaults in the payment of the indebtedness owed by the Assignor to the Southern Bank & Trust Company, the Assignor shall, after ten (10) days written notice to Assignee and failure by Assignee to cure said defaults, have the right, in addition to all other rights which it may have, to cure the defaults and to retake possession of the leasehold estate, and Assignee agrees to surrender the leasehold estate and to peaceably vacate the same and to execute such instruments of sale, assignment and conveyance as may be necessary in order to revest title to the leasehold estate in Assignor.

V.

This sale and assignment shall be effective on the 8th day of March, 1973, and Assignor shall vacate the premises on or before thirty (30) days thereafter.

ALSO, unto this agreement comes HOWARD BROS. OF GREENVILLE, S.C., INC., also a party to the "Purchase Agreement" hereinabove referred to, for the purpose of waiving and relinquishing all rights which it may have to the leasehold estate by virtue of that certain lease agreement between it and MID-SOUTH DEVELOPMENT COMPANY, INC., executed on October 15, 1971, for the period commencing on the