

parties. The arithmetic average of the three (3) appraisals for the land and the arithmetic average of the three (3) appraisals for the buildings and improvements shall conclusively establish respective values for each. Should either party fail to select and notify the other within a period of ten (10) days after being so notified of the selection of the other, then the right to select a second appraiser with like effect as if selected by the party so notified and in default, as well as the right to select a third appraiser in case the appraiser selected shall fail to select as above provided, shall be vested in any person then occupying the position of Judge in the Court of Common Pleas of Greenville County, South Carolina. In case such valuation shall not have been fixed by agreement or by arithmetic averages of appraisals as above provided at or before the termination of this lease by limitation, then the same may, on or before the termination of this lease by limitation, on the application of either party, be fixed by any court of competent jurisdiction, and the term of this lease shall in such case be extended until the same by final agreement be so fixed. Thereupon, the Lessee shall for a period of six (6) months have the option to purchase the building and other improvements placed upon PREMISES, and in case of Lessor's failure so to do, the entire PREMISES shall be held and owned in common as above provided.

EIGHTH: EMINENT DOMAIN RIGHTS OF PARTIES IN CASE OF APPROPRIATION OF PREMISES TO PUBLIC USE. In the event that PREMISES or any portion thereof are during the term of the lease taken by appropriation to public use under right of eminent domain, the parties shall share the award of such taking as their respective interests may appear.

NINTH: CONDITIONS OF GRANT. This lease is made upon the condition that Lessee shall perform all the covenants and agreements herein set forth. If at any time there be default on the part of the Lessee in the payment of rent, taxes, assessments or other charges and payments by it to be made, or either of them, or any part thereof, and if such default shall continue for a period of ninety (90) days, or if there shall be default on the part of the Lessee in the performance or observance of any of the remaining covenants or agreements hereof by it to be observed and performed, and such default shall continue for a period of sixty (60) days after written notice of such default being given by the Lessor to the Lessee and to any mortgagee or grantee in

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