

2. The Receiver shall pay Falco Eight Hundred Thirty-three and 33/100 (\$833.33) Dollars, and Falco shall fully and completely release Pebble Creek and the Receiver from all claims, duties and liabilities under the aforesaid Lease Agreement.

3. First Federal shall assume the aforesaid Lease Agreement, and all duties, responsibilities and liabilities thereunder as of April 1, 1977; provided, however, that Falco expressly agrees that as of April 1, 1977, only thirty-three (33) monthly payments of \$247.50 shall remain due under the initial term thereof, and that no uncured default shall exist under such lease as of April 1, 1977.

The parties agree that First Federal shall have all rights of the lessee under said lease, including any purchase options which may exist thereunder.

IN WITNESS WHEREOF, the parties have set their hands and seals this 12 day of MAY, 1977.

THE FALCO CORPORATION

By: [Signature]

Attest: [Signature]

E. J. SMITH & SONS COMPANY, INC.

By: [Signature]

Attest: [Signature]

LOU BRUMMER, RECEIVER

[Signature]

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

By: [Signature]

Attest: _____

EXHIBIT D

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