

9. THE SURRENDER OF PREMISES ON TERMINATION. Lessor cove- nants for Lessee's quiet enjoyment of the demised premises during the continuance of this lease, and Lessee covenants that upon the termination of this lease, that it will quietly and peaceably deliver up possession of the demised premises, in good order and condition to the Lessor or his heirs or assigns.

10. CONDEMNATION. In the event all of the demised premises shall be taken by condemnation proceedings or by any public or quasi public authority, this lease shall be terminated forthwith. However, should only a portion of the demised premises be taken in any such condemnation or other proceedings, then the Lessor shall have the option of terminating this lease or reducing the rental in the same proportion that the amount of square footage in the demised pre- mises is reduced by such condemnation or other proceeding. In any proceedings whereby all or a part of said premises are taken, the Lessee shall have the right to claim its interest in or the right to any award for damages for the taking of any improvements upon the premises which it has erected thereon; the Lessor shall have the right to claim all remaining interest in the premises or award of damages for the taking of all or a part of the premises excluding the improve- ments thereon erected by the Lessee.

11. RIGHT OF FIRST REFUSAL. Should the Lessor receive a bona fide offer from a third party to purchase the premises during the term of this lease, being acceptable to the Lessor, the Lessor agrees to give to Lessee the privilege of purchasing the premises at the price and on the terms of the offer so made, said privilege to be given by written notice mailed to Lessee, requiring Lessee to accept it in writing and sign a suitable form of contract of purchase within the period of thirty days after the mailing of such notice. Should Lessee fail to accept such offer to purchase or sign such contract within said period, then and in that event, the privilege to the Lessee herein shall thereupon be null and void and the Lessor shall be at liberty to sell, at the same price, the premises to said party, or another person, firm or corpora- tion. Such sale shall be subject to this lease and shall be subject to such other terms and conditions as may be set forth in the bona fide offer to purchase here- inabove referred to.

12. BINDING ON HEIRS. The covenants and agreements herein con- tained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators and assigns.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of:

Elizabeth R. Austin
Jimmie W. Garrison, Jr.

W. T. Martin (SEAL)
Lessor

Peoples National Bank of Greenville (SEAL)
BY J. C. Hopkins

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me Jimmie W. Garrison, Jr. and made oath that he saw the within named Dr. W. T. Martin, Lessor, and the Peoples National Bank of Greenville by J. C. Hopkins as President, Lessee, sign, seal the within written Lease, and that he with Elizabeth R. Austin witnessed the execution thereof.

SWORN to before me this the 1 day of December, 1961.

Mae B. Patuch (L. S.)
Notary Public for South Carolina

Jimmie W. Garrison, Jr.