

procedure set forth in Section 10-22 Code of Laws of South Carolina, as Amended.

If less than substantially all of the leased property shall be taken (so that the business can be effectively operated), this lease shall not terminate. The proceeds from any condemnation proceedings shall be paid to the Lessor and Lessee, jointly, with the understanding by and between the parties hereto, that the matter of division, or apportionment of proceeds, can be arbitrated if an agreement is not reached by the parties hereto, as in accordance with the procedures set forth hereinabove. In the event that partial taking does not render the premises unsuitable for the Lessee's business operation, then if an agreement between the parties as to the amount of rental cannot be determined, then the matter shall be set before an arbitration committee as described and outlined hereinabove.

The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

Carolyn A. Donnan  
Harold E. Jernigan

[Signature]  
Janelle Womack

CAROLINA RENTALS, INC.  
By Jack E. Shaw - Pres. (LS)

LESSOR

THE FIRST NATIONAL PROPERTIES, INC.  
By [Signature] (LS)  
LESSEE

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named CAROLINA RENTALS, INC. by Jack E. Shaw, President, sign, seal and as his act and deed deliver the within Lease and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 19 day of  
December, 1979  
Patricia J. Risch (LS)  
Notary Public for South Carolina

Carolyn A. Donnan

My Commission expires: May 30, 1989

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