

16. LESSOR covenants and agrees that LESSOR will not, at any time during the continuance of this lease or any extension thereof, or at any time within a period of ten years following any purchase of the demised premises by LESSEE, directly or indirectly sell or offer for sale, or engage in the business of handling or selling, any gasoline, motor fuel (kerosene), lubricating oils, greases (heating oils, solvents), or any fuel ingredient or product for the propelling of motor vehicles, upon any property within a radius of two thousand feet of the boundary lines of the property herein demised; nor will LESSOR, during such period, sell, rent or permit to be occupied or used for such purposes any property now or hereafter owned, leased or controlled by LESSOR within said area, nor display or permit to be displayed upon any such property within said area any advertisement of any of the aforementioned products other than the products of LESSEE; and LESSOR further covenants and agrees that in any lease, deed, or other agreement hereafter executed affecting any property now or hereafter owned, leased or controlled by LESSOR within such area, LESSOR will insert such restrictive clauses and covenants as will prevent any such property from being used during the period aforesaid for any purposes herein prohibited. In the event of the purchase of the demised premises by LESSEE, LESSOR further covenants and agrees to insert in the deed conveying said premises to LESSEE a covenant restricting LESSOR, and LESSOR'S heirs, personal representative, successors and assigns, from using or permitting the use of any premises of LESSOR within said radius of two thousand feet of the boundary lines of the demised premises for the storage, handling, sale or advertising of any gasoline, motor-fuel (kerosene), lubricating oils, greases (heating oils, solvents), or any fuel ingredient or products for the propelling of motor vehicles, for a period of ten years from the date of such deed.

17. LESSEE is hereby given an option to purchase the above described premises, together with all buildings, improvements and equipment thereon, during the term of this lease or any renewal period for the sum of _____ (\$ _____) DOLLARS.

In the event LESSEE desires to exercise this option it will give notice in writing delivered or mailed, as above provided, to LESSOR on or before _____ days before said sale is to be completed. And in that event, LESSOR agrees to convey said premises by warranty deed and all improvements, installations and equipment thereon by bill of sale, for the consideration above named, free and clear of all liens and encumbrances of whatsoever kind and character.

It is further agreed that if LESSOR, during the term of this lease or any renewal hereof, desires to sell said property to a prospective purchaser, able, willing and ready to buy the same, LESSOR shall so notify LESSEE. Said notice shall give the name and address of the prospective purchaser and be accompanied by an affidavit by LESSOR that such prospective sale is bona fide and that LESSOR intends to sell and convey said property, and LESSEE shall thereupon have the right and option to purchase same at the price and upon the terms offered by such prospective purchaser. LESSEE agrees, in the event he desires to purchase, that it will within fifteen (15) days from the receipt of such notice, signify by written notice to LESSOR, intention of LESSEE to buy said property, and LESSOR and LESSEE agree that they will complete said sale without any unreasonable delay, LESSOR to furnish abstract of title as hereinafter provided. In the event of sale to any third party and in the event such purchaser should desire to sell said property during the term of this lease or any renewal period, LESSEE shall have the like option to purchase at the price offered by any bona fide prospective purchaser, and upon the same terms and conditions set forth above, it being understood that the right of LESSEE to purchase at the offered price shall be a continuing right during the existence of this lease, whenever the owner of the fee may desire to sell said property. LESSEE'S failure to exercise any option herein contained shall not in any way affect this lease or the rights of the LESSEE to the estate hereby created.

In the event LESSEE exercises any purchase option, LESSOR agrees and will within _____ days after notice from LESSEE provided for above, or after receipt of written notice of intention to buy as above set forth, secure and submit to LESSEE an abstract or certificate of title prepared by competent and reliable abstractors, which said abstract or certificate shall be satisfactory to and approved by attorneys for LESSEE. LESSOR further agrees to execute and acknowledge deed and bill of sale which shall be satisfactory to and approved by attorneys for LESSEE.

18. The entire contract between the parties is contained in this instrument, which shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors, and assigns, and whenever the word "LESSOR" is used herein it shall be construed to include the heirs, successors and assigns of LESSOR, and the plural as well as the singular, and the word "LESSEE" shall be construed to include the successors and assigns of LESSEE.

IN WITNESS WHEREOF the parties hereto have executed this instrument on the day and date above written.

WITNESS: D. L. Scorry
Harry O. Hill

K. S. Conrad LESSOR
K. S. Conrad LESSOR

WITNESS: K. S. Conrad
G. F. Schrauer

SPUR DISTRIBUTING CO., INC.
By: J. H. J. Hines LESSEE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me D. L. Scorry and made oath that he saw the within named K. S. Conrad sign, seal and as his act and deed, deliver the within instrument, and that he with Harry O. Hill witnessed the execution thereof.

Sworn to before me, this 10th day of MARCH, A.D., 19 55.
Robert H. Christ (SEAL)
Notary Public

COAL. EXPLOR. AT CONVENTION OF GOV. 1952

(Continued on next page)