

by this Paragraph that if one or more foreclosure actions should be commenced resulting in a sale of the property or properties, that the Purchaser shall be fully reimbursed for all monies due it with the residue to accrue to the said Grantor.

(6) If during the life of this option, the Purchaser should elect to form a corporation or a partnership to hold title to said properties acquired from the Grantor, then the said Purchaser shall have the right and privilege to transfer by deed or other instrument the properties being conveyed this day to it by the Grantor or heretofore conveyed to it by the Grantor, providing, however, that in the formation of any such corporation the said W. J. Lewis and his son, Jake Lewis shall be the principal and controlling stockholders, or in the formation of the partnership that said two individuals shall comprise said partnership. It is intended by this paragraph to give to the Purchaser some flexibility with reference to taxes should it elect to exercise the same. The Purchaser other than as above specified shall not make any conveyance of the property during the life of this Repurchase Agreement.

(7) It is understood that the Grantor is currently negotiating with various third parties to purchase all of the above described land conveyed or being conveyed to the Purchaser and that the Purchaser shall cooperate with the Grantor in every way possible in order to effectuate a sale of said property and will in no wise attempt to impede, obstruct or delay any such sale of the property. To that end, the Grantor shall have the right to assign this Repurchase Option to any third party of its choosing which third party in turn may exercise any of the rights herein given to the Grantor.

(8) It is further understood that this Agreement shall be supplementary to the terms and conditions of those two prior agreements heretofore entered into by the parties to this contract entitled "Management Agreement" and "Option and Contract on Real Estate" both being dated May 23, 1974.

(9) This Agreement shall be fully binding upon the parties hereto, their heirs, successors, executors and administrators.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals this 27<sup>th</sup> day of July, 1974.

In Presence Of:

[Signature]  
As to Purchaser

[Signature]  
As to Purchaser

[Signature]  
As to Grantor

[Signature]  
As to Grantor

Doing Business As, Harley-Davidson of  
[Signature] (LS) S.C.  
As Purchaser

WHIPPOORWILL DEVELOPMENT CO., INC.

By [Signature] Its Secy/Treas.