

WITNESSES

upon all option monies shall be returned to Optionee, or the Optionee may institute suit for specific performance in any court having jurisdiction of the subject matter and seek damages as Optionee may have suffered by reason of breach of contract on the part of the Optionor or Rocky Creek.

(11) Upon expiration of the option period by virtue of the failure of Optionee to exercise the option herein granted, the parties agree that if at any time Optionor and/or Rocky Creek receive an offer from a third party for option, lease or purchase of the property, notice thereof shall be provided to Optionee by registered letter directed to the address listed herein, or to any subsequent address communicated by Optionee in writing. At any time within fifteen (15) days following receipt by Optionee of such notification, Optionee may, by registered mail addressed to Optionor, provide notice that Optionee desires to option, lease or purchase the property on the same terms and at the price stated in the notice. In such event, Optionee shall be regarded as having a right of first refusal during the one (1) year period and its expressed request will be honored in lieu of closing with the third party. In the event that Optionee fails to exercise its right of purchase, Optionor and/or Rocky Creek may go forward with the proposed transaction with the third party.

(12) This agreement shall survive the closing, shall be interpreted and enforced under the laws of the State of South Carolina, and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of May, 1978.

BOILING SPRINGS REALTY CO., A PARTNERSHIP (SEAL)

By: [Signature]
And: [Signature]

In the presence of:
[Signature]
[Signature]

ROCKY CREEK REALTY COMPANY (SEAL)

By: [Signature]
And: [Signature]

In the presence of:
[Signature]
[Signature]

0.83.6

4328 RV-21