of February, 1962, by and between F pratt Henderson

of the County of greenville State of South Carolina bereinafter called "First Party" and GULF OIL CORPORATION, a corporation organized under the laws of the State of Pennsylvania, hereinafter called "Second Party",

## WITNESSETH

WHEREAS, First Party is the owner of or is about to become the owner of the following described property situate in or near the City of greenville , County of Greenville State of south Carolina , to-wit:

All that certain parcel or tract of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, described as follows:

Commencing at the intersection of the southerly right-of-way line of Pendleton Street and the westerly right-of-way line of Easley Bridge Road, and running thence N 64° 05' W along the southerly right-of-way line of Pendleton Street for a distance of 112.9 feet to an iron pipe; thence S 20° 33' W for a distance of 103.7 feet to an iron pipe; thence S 12° 25' W for a distance of 50.3 feet to an iron pipe on the westerly right-of-way line of Easley Bridge Road; thence N 56° 55' E along the westerly right-of-way line of Easley Bridge Road for a distance of 177.6 feet to the point of beginning.

AND WHEREAS, First Party has agreed to give Second Party the first option to purchase the above described property at any time during the term beginning on the <a href="Lst">1st</a> day of <a href="February">February</a> 1962, and terminating on the <a href="Slst">3lst</a> day of <a href="January">January</a>, 1977.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, it is understood and agreed by and between the parties hereto that if First Party shall, at any time during the term of this option, receive one or more offers to purchase the above described premises, and any such offer is acceptable to First Party, then First Party shall give Second party written notice of such offer, stating the name and address of the offeror and the price, terms and conditions of such offer, and Second Party shall have thirty (30) days after receipt of said notice in which to decide whether or not it desires to buy the said premises at the price offered. Should Second Party elect to purchase the said premises, written notice of such decision shall be given First Party prior to the expiration of said thirty (30) day period, subject to good marketable title and the ability of Second Party to obtain all desired building, construction or other necessary permits. Upon written notice to First Party by Second Party that the latter will exercise its option to purchase, Second Party may immediately obtain a title insurance policy from a reliable title insurance company or an opinion of title by a competent attorney of its own choosing, which shall show the premises free and clear of all liens and encumbrances whatsoever with a good marketable title in First Party. However, if the title is not clear, First Party agrees, upon or before the final closing date, to satisfy and discharge any existing mortgages, liens, taxes or other encumbrances against the premises. In case of purchase by Second Party, First Party agrees to pay all outstanding special assessments whether matured or maturing in the future and also agrees to pay all regular taxes levied or to be levied for the period up to and including the date of purchase by Second Party even though said taxes are not payable until some future date.

Upon receipt by Second Party of said title insurance policy or opinion of title, Second Party shall have sixty (60) days in which to approve said title and if the title of First Party is found to be satisfactory by Second Party and Second Party is able

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