

This restrictive covenant shall not be applicable to South Carolina National Bank as Co-Trustee, Trustee, agent or in any fiduciary capacity other than as Co-Trustee under the Wills of John T. Davenport and James F. Davenport, deceased.

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fifty percent (50%) financial interest, will construct, develop, lease, operate or permit occupancy by a fast food restaurant specializing in chicken within one mile of the Demised Premises. Landlord further covenants and represents that none of them nor any person, firm or corporation in which Landlord, or any of them, hold in excess of fifty percent (50%) financial interest, has entered into a lease or other arrangement for the occupancy of space in contravention of the provisions of this restrictive covenant. Provided, however, if the initial first mortgagee shall become the owner of the Demised Premises this paragraph shall not be applicable to any property, other than the Demised Premises, which the mortgagee may then or thereafter own. This covenant shall run with the land. Landlord acknowledges that in the event of a breach hereof Tenant's remedies at law would be inadequate and therefore, in such event, Tenant shall be entitled to cancel this Lease or to relief by injunction, or otherwise, at Tenant's option.

In the event that Landlord at any time during the term hereof desires to sell the Demised Premises pursuant to any bona fide offer which it shall have received, it shall offer them to Tenant on the same terms as those contained in such bona fide offer. Tenant shall have ten (10) days from and after receipt thereof to decide whether or not to purchase the Demised Premises on such terms. If Tenant shall give notice of intent not to purchase or shall give no notice within the time herein limited, Landlord may convey title to the Demised Premises to another person or persons and from and after such conveyance and provided that written notice thereof shall have been given to the Tenant, the term "Landlord" as used herein thereafter shall be considered to mean and refer collectively to the person or persons then or thereafter holding title to said premises, and unless the context hereof otherwise requires the persons then or thereafter shall be entitled to receive the rental payments hereunder. If Tenant notifies Landlord that it elects to purchase the Demised Premises on such terms, the parties shall enter into a contract of purchase and sale forthwith containing such terms.

The prior option to purchase the Demised Premises granted above to Tenant shall be subordinate to and subject to the right of Landlord at any time to dispose of the premises by gift or sale to any blood relative or member of the family of Landlord (blood relative or member of the family of Landlord to include any one or more of the following: Lineal ancestors or lineal descendants of Landlord, Landlord's brother, sister, and Landlord's spouse) or to any corporation or partnership controlled by Landlord, Landlord's principals or the blood relatives or members of their families.

IN WITNESS WHEREOF, this Lease has been duly executed as of the day and year first above written.

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