

the Purchaser^A agrees to the following:

- (1) Seller will be responsible for accounts contracted by Seller.
- (2) Seller agrees that all good will and trade name, "Fairway Food", upon exercise of either option will thereafter belong exclusively to the Purchaser.
- (3) Seller agrees that he, his agents or employees will covenant not to compete with the operation of "Fairway Food" or engage in a similar operation within a fifty (50) mile radius of the City Limits of Greer, South Carolina for a period of five (5) years.
- (4) If either alternative option is not exercised within the allotted times period the option price shall be refunded by the Seller to the Purchaser.
- (5) If either alternative option is exercised then the option price shall be applied to lease payment or purchase price as applicable.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 28th day of January, 1970.

Charles J. ... (SEAL)
(SELLER)

Harry W. ... (SEAL)
(PURCHASER)

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Dr. Doyle F. Ramsey
Mark H. Hall

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