may be exercised by Currie B. Spivey, Jr. at any time within thirty (30) days after receipt of such written notice by mailing to the undersigned at the address given below by certified mail, at least two (2) days before the expiration of said thirty (30) day period, written notice of such exercise. Such notice, if so mailed, shall be deemed valid and effective whether or not the same is actually received by the undersigned. Currie B. Spivey, Jr. shall have a period of thirty (30) days after the exercise of such right within which to conclude said purchase or lease as the case may be. At the time of closing Currie B. Spivey, Jr. may deduct from the amount payable to the undersigned any sums owing by the undersigned to Currie B. Spivey, Jr. at that time.

This right shall extend during the lifetime of the undersigned, including the lifetime of the survivor of the two undersigned parties.

The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Right of First Refusal as of this 5th day of December, 1972.

CHARLES E. SULLIVAN

WITNESSES:

(Continued on next page)