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index to chat

BOOK 789 PAGE 72
MARSH & JOHNSTON, ATTYS.

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GREENVILLE CO. S.C.

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OPTION AGREEMENT

Dated as of December 15, 1965

In consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, LEESBURG PROPERTIES, INC., a Delaware corporation (herein called the Grantor), having an address in care of The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware, hereby agrees with PROVIDENT MUTUAL LIFE INSURANCE COMPANY OF PHILADELPHIA, a Pennsylvania corporation (herein called the Grantee), having an address at Post Office Box 7378, Philadelphia, Pennsylvania 19101, as follows:

1. The Grantor is the owner of the parcel of real property described in Schedule A hereto, together with all improvements thereto, and of the equipment described in Schedule A-1 hereto (herein collectively called the Property). The Property has been leased by the Grantor, as lessor, to Bigelow-Sanford, Inc., a Delaware corporation (herein called the Lessee), as lessee, pursuant to a Lease dated as of the date hereof (herein called the Lease). The Property has been mortgaged by the Grantor to Provident Mutual Life Insurance Company of Philadelphia, pursuant to a Mortgage dated as of the date hereof (the Mortgage), as security for indebtedness of the Grantor.

2. The Grantor hereby grants to the Grantee the option to purchase the Property on June 30, 2031, by giving at least 60 days' written notice to the Grantor, except that:

(a) If the Lease terminates at any time prior to July 1, 2011 for a reason other than the purchase of the Property by the Lessee pursuant to the Lease, the option hereby granted may be exercised at any time within 180 days following July 1, 2011, and if it is not exercised within such time it shall then lapse and terminate,

(b) If the Lease terminates at any time after July 1, 2011 and prior to January 1, 2031, for any reason, the option hereby granted may be exercised at any time within 180 days after such termination, and if it is not exercised within such time it shall then lapse and terminate,

(Continued on next page)

*Cancelled
Dennis & H. H. Buckley
RMC*

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