STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE

CONTRACT

In consideration of the exchange of certain property and other valuable consideration are furnished by Pleasant Homes, Inc., we, Harry Graves Berry and Ethelyn Berry Smith, do hereby contract and agree to execute to the County of Greenville a deed for road purposes to a fiftyfoot strip of land shown on a plat entitled "Preliminary Plan, Property of H. G. Berry," made by C. O. Riddle, Surveyor, April, 1959. This deed will be executed at an appropriate time. Since it will be necessary to grade the proposed road before delivery of the deed will be accepted by the County of Greenville, and since various other considerations make uncertain the exact time when this deed will be executed, it is understood that conveyance may not be required by Pleasant Homes, Inc., prior to January 1, 1960. In the event, however, that Smith and Berry are not required to make substantial improvements for the road to be accepted, this conveyance may be demanded at any time. The words "substantial improvements" shall have the same meaning here as in the 1954 Internal Revenue Code.

This contract is in favor of Pleasant Homes, Inc., and shall be enforceable by it and by no other person.

Nelle Chapman Berry executes this instrument on behalf of Ethelyn Berry Smith by virtue of power-of-attorney of record in the R. M. C. Office for Greenville County in Deed Book 478, Page 541.

Witness our hands and seals this 7th day of May, 1959.

Witness:

Selva G. Mayor

ETHELYN BERRY ŞMITH

By: Nell Chapman Biss Attorney-in fact.

(continued on next page)