STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE )

## AGREEMENT

This agreement, made this <u>Sixth</u> day of <u>August</u>, 1969, by and between Grady Paul Wright, hereinafter called the Purchaser and R. L. Jordan Oil Company, Inc. of South Carolina, hereinafter called the Seller. For and in consideration of the mutual agreements, the parties do hereby covenant and agree with each other as follows:

Whereas the Purchaser has borrowed \$8,344.92 from  $S_e$  ller and delivered the the Seller his promissory note and mortgage over certain real estate to secure same, the Purchaser hereby agrees to make payment to the Seller as therein provided, and agrees to otherwise specifically abice by and perform the agreements in said note and mortgage made.

The Purchaser hereby agrees to purchase exclusively from the Seller Gasoline as needed each month. The price per gallon of gasoline shall be gasoline, plus all applicable taxes, f.o.b. Spartanburg, South Carolina in customer's truck. However, the prices as stated above are subject to change according to the market price then prevailing. Market price will be construed to mean the aforementioned prices plus any increase or minus any decrease in actual cost of products to seller from his Supplier. Payment will made on a one per cent eight day basis, with the one per cent computed on the price of gasoline exclusive of all taxes and/or any freight charges. If at any time the financial responsibility of the Purchaser shall become impaired, or unsatisfactory to Seller, or in Seller's opinion inadequate to meet the obligations hereunder, cash payments may be required. A failure to pay any amount when due may at the option of Seller terminate this Agreement as to further deliveries. The Purchaser agrees to buy the products above mentioned from the Seller exclusively for a period of two (2) years, or untill all indebtedness to Seller is liquidated, whichever period is longest, and the parites agree that this Agreement and all the conditions and covenants therein contained shall extend to and be binding on their respective successors, personal representatives, heirs, and assigns, for such terms of years.