

its successors and assigns, the irrevocable right, privilege and option of First Refusal to purchase The Property described in Exhibit A attached hereto. If Kenneth F. Clayton & Wilma Clayton shall receive any offer to purchase The Property (or any portion thereof) described on Exhibit A attached hereto, which said Kenneth F. Clayton & Wilma Clayton are willing to accept, Kenneth F. Clayton & Wilma Clayton shall immediately notify and offer to Sloan Construction Co., Inc. the right to purchase The Property (or any portion thereof) described in Exhibit A for the same price and upon the same terms as any such offer Kenneth F. Clayton & Wilma Clayton may receive. For a period of fourteen (14) days after receipt of said written offer, Sloan may elect to meet the terms of said offer and shall in writing notify Kenneth F. Clayton & Wilma Clayton of its desire to accept said offer. If Sloan does not elect to accept said offer, Kenneth F. Clayton & Wilma Clayton, may accept said original offer only on the same terms communicated to Sloan; if the offer or subsequent offer is not accepted, this right of First Refusal shall continue as to any offers made to Kenneth F. Clayton & Wilma Clayton until said property is sold. Kenneth F. Clayton & Wilma Clayton, however, reserve the right to give the property described on Exhibit A in consideration of love and affection to members of their immediate family (hereby defined to include only parents, sons, daughters, grandchildren, brothers, sisters and children thereof), such gift to be subject to the same First Refusal right which shall run with the land.

WITNESS the hand and seal of Kenneth F. Clayton & Wilma Clayton, this 9th day of Oct, 1975.

Signed, sealed and delivered in the presence of:

R. K. Johnson, Jr.
[Signature]

Kenneth F. Clayton (SEAL)
 Kenneth F. Clayton

Wilma Clayton (SEAL)
 Wilma Clayton

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