

that same are used by Seller. The rights and privileges granted to Seller under this provision shall continue for a period of three years from the date hereof, at which time they shall cease and terminate.

(b) Seller grants to Purchaser a right of first refusal to acquire all or a portion of the remaining property of Seller acquired by him under the before mentioned deed of James Wilton Stewart, the price and terms of the sale to be mutually agreed upon by the parties, and such right of first refusal to terminate three years after the closing of the sale of the property described in the Agreement for Purchase and Sale of Real Estate, of which this instrument is a memorandum.

(c) Purchaser grants to Seller a right of first refusal to reacquire the property conveyed pursuant to the said Agreement for Purchase and Sale of Real Estate, the Purchase price and terms and conditions of the sale to be mutually agreed upon by the parties, with such right of first refusal to expire three years after the closing of the sale of the property described therein.

The rights of the parties hereof provided under the Provisions herein described shall be subordinate to such rights as the holders of any first mortgages covering the property may have.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the day and year first above written.

In the presence of:

Caroline J. Leppan
Paul D. Leppan

Victor E. Fienup
Victor E. Fienup (Seller)

In the presence of:

Jan. Dinsdale
Paul D. Leppan

O. Perry Earle, III
O. Perry Earle, III (Purchaser)