

equal to the sum of (i) the rate (the "NCNB Prime") charged by the North Carolina National Bank to its prime commercial customers plus (ii) 7/8ths of one percent; such rates shall be originally based on the NCNB Prime as of the first business day of the month during which the Purchase Closing Date shall occur, and such rate shall be thereafter adjusted monthly on the basis of the NCNB Prime in effect as of the first business day of each succeeding month; and commencing on the Purchase Closing Date interest only shall be payable quarterly in arrears; and the entire principal together with all accrued but unpaid interest thereon shall be due and payable 18 months after the Purchase Closing Date;

then the purchaser shall assume the Existing Mortgage as of the Purchase Closing Date and seller hereby consents to such assumption and agrees to release B&G from any further liability thereunder.

or to B&G, at purchaser's election,

25. Easements. On or before the Purchase Closing Date (whether or not the purchaser has exercised its option hereunder) the seller shall grant to the purchaser easements in, on, over, through, under and across the Option Property, in form and substance acceptable to the purchaser, as follows:

(a) an easement over a portion of that railroad spur track serving the Contract Property which portions of such railroad spur track are located on the Option Property and are lying between the common boundary line between the Contract Property and the Option Property and the main line of Southern Railway Company;

(b) an easement which shall contain within it the water service line which runs from the main water line located in Harris Road across the Option Property and which serves the improvements located on the Contract Property;

(c) an easement, if required, which shall contain within it the nitrification field being used in connection with the septic tank sewer system serving the improvements located on the Contract Property.

26. Loan Agreement. The seller hereby warrants, certifies and represents to the purchaser (whether or not the purchaser has exercised its option hereunder) that the Loan Agreement dated December 30, 1974, by and between Distribution Services, Inc. and the seller has finally and forever terminated and is of no further force or effect.

27. No Publicity. Neither the seller nor the purchaser shall discuss, except as otherwise required in order for the seller to carry out its obligations under this option, with or release to any members of the print, electronic or other media any information regarding the transactions contemplated by this Agreement or publicly identifying the involvement of the purchaser in such transactions without having first obtained the prior written consent of the purchaser in each instance.

28. Offer. This Agreement constitutes an offer from purchaser to seller and may be accepted by seller only by seller's signing and dating this Agreement and returning one original fully executed copy of this Agreement to purchaser on or before _____, 1980.