

G. FIG, as holder of such Note and Mortgage, wishes to consent to and join in such modifications.

NOW, THEREFORE, in connection with payment of \$150,000.00 by B&G to FIRST PIEDMONT, and other good and valuable consideration, B&G, FIRST PIEDMONT and FIG agree as follows:

1. B&G has paid herewith the sum of \$150,000.00 to FIRST PIEDMONT.
2. The outstanding principal balance of such Note as of the date hereof is \$300,000.00.
3. Such Note shall be payable as follows:

Annual interest on the outstanding principal balance shall be computed at the rate equal to the sum of the rate (the "NCNB prime") charged by North Carolina National Bank to its prime commercial customers plus 7/8ths of one percent; such rate shall be originally based on the NCNB prime as of March 1, 1980. 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; during the 18-month period commencing on the date of this Modification Agreement only interest shall be payable, such payments to be quarterly, in arrears; and the entire principal shall be payable on the date 18 months following March 24, 1980.

4. Section 2 of such Mortgage is amended by addition of the following to the end of such Section:

Provided, however, that no sums in excess of \$300,000.00 have been advanced to either B&G or DISTRIBUTION, and no other debts of B&G or DISTRIBUTION exist which are now or may hereafter be secured by this Mortgage, other than the remaining \$300,000.00 principal balance of the Note secured hereby, and no further advances, loans, readvances, credits, debts or liabilities of B&G or DISTRIBUTION will be secured hereby.

5. Section 7 of such Mortgage is hereby amended by addition of the following to the end of such Section:

Provided, however, that so long as Mortgagor is required to escrow such amounts with the holder of a prior mortgage, no such amount shall be required to be deposited hereunder.

6. Section 17 of such Mortgage is deleted in its entirety and such Loan Agreement is hereby cancelled.