

cc: Mr. Paul L. Barrett
The Furman Company
P. O. Box 2487
Greenville, South Carolina 29602

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and to the Purchaser: Lowe's Investment Corporation
Attn: Vice President/Real Estate
Box 1111
North Wilkesboro, North Carolina 28656

Notice shall be deemed given when deposited in the United States Postal Service by Certified Mail - Return Receipt Requested.

(11) EMINENT DOMAIN: Prior to the closing of this transaction the Seller will be solely responsible for any and all damages sustained by the premises as a result of eminent domain proceedings. In the event that damage is sustained by reason of eminent domain, the Seller shall notify the Purchaser of the damage and the Purchaser will then have the option of cancelling or terminating this agreement with the return of partial payments paid by the Purchaser to the Seller. If the Purchaser elects not to terminate this agreement, then the Purchaser may proceed with its purchase of the property, with the Seller being obligated to pay to the Purchaser all consideration it has received by virtue of eminent domain proceedings, provided that the only consideration payable to the Purchaser shall be that consideration received by the Seller for the taking of the property which is the subject of this agreement.

(12) DAMAGES: One of the purposes of this agreement is to bind the Seller to sell the property described in Paragraph One (1). The Purchaser and the Seller agree that they are legally bound to comply with all terms and conditions of this agreement. If Purchaser has not exercised its rights to terminate this agreement within the time period specified in Paragraph Four (4), pursuant to Paragraph Six (6), then, in the event the Purchaser elects to terminate this contract, the Seller shall be entitled to retain the TEN THOUSAND DOLLARS (\$10,000.00) in purchase money payments as liquidated and stipulated damages and the Purchaser shall have no further liability to Seller for damages or performance under this contract, except for the survey cost. If for any reason whatsoever, notwithstanding Paragraph 6 and its requirements (a) through (1) Purchaser does not buy the subject property, Purchaser will pay Seller the total cost of the survey called for in Paragraph Two (2).

(13) EASEMENTS AND RIGHT-OF-WAYS: Seller covenants and agrees that during the term of this agreement, that they shall not grant or enter into any

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