

be no prepayment penalty. Ten (10%) percent of the Property shall be released from the mortgage at closing (See Exhibit "B"). Future releases from the Mortgage shall be at one hundred twenty (120%) percent of the declining per acre balance owed on the Mortgage and shall be calculated on a per square foot basis.

3. NON-EXERCISE. If Optionee does not exercise this Option, the Option Money paid by Optionee for this Option, except as otherwise herein specifically provided, shall be retained by Optionor free of any claim of Optionee; this Option shall terminate and there shall be no further liability hereunder.

4. CONTRACT OF SALE. Upon the exercise of this Option, this Agreement shall, without the necessity of the execution of any further instrument, thereupon become and constitute a Contract of Sale between Purchaser and Seller for the purchase and sale of the Property.

5. PURCHASE AND SALE. Seller shall sell and purchaser shall purchase the Property upon the exercise hereof upon all terms and conditions hereinafter set forth.

6. EXPIRATION AND EXTENSION OF OPTION. For the base option period of one hundred eighty (180) days, Optionee does hereby pay to Optionor the sum of One Thousand and No/100 (\$1,000.00) Dollars, hereinafter referred to as "Option Money", the receipt and sufficiency whereof is hereby acknowledged. Optionee shall have the right to extend the within Option for as many as one (1) additional consecutive one hundred eighty (180) day periods from the expiration date of the base Option period. Optionee shall be granted ~~one~~ ^{Ninety} (90) additional ~~one hundred eighty (180)~~ day extension periods, upon payment to Optionor of the sums of ~~Five~~ ^{TWO} Thousand and ~~No/100 (\$1,000.00)~~ ^{Five Hundred} (~~\$1,000.00~~ ^{\$2,500.00}) Dollars said sum being referred to as "Option Money".

7. TITLE.

(a) Seller hereby represents to Purchaser that Seller has marketable and insurable title to the Property, subject only to: (i) existing general utility and drainage easements of record not containing any reversionary or forfeiture clauses; (ii) the lien of current real estate or ad valorem taxes on the Property not yet due and payable; and (iii) the state of facts which would be disclosed by an accurate physical survey of the Property.

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