

(e) Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

(f) This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

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

(h) Any amendment to this Agreement shall not be binding on any of the parties to this Agreement unless such amendment is in writing and duly executed by all the parties hereto.

(i) The parties agree to split the cost of any plat of the property.

(j) It is agreed and understood that Purchaser and his successors and assigns shall have an exclusive right for the sale of retail floral in the proposed Grove Road complex. Purchaser and his successors and assigns may also make related retail sales but shall not have an exclusive right to make such related retail sales in the Grove Road complex. This covenant shall be a covenant running with the land.

(k) Seller does not object to Purchaser assigning this contract at closing to a corporation or partnership in which the purchaser has a controlling interest.

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

IN THE PRESENCE OF:

Selene G. Riddle
Deane G. Luffin
Deane G. Luffin
Cindy Bridges
Deane G. Luffin
Sandra Kay Huff

Lloyd D. Auten (SEAL)
Lloyd D. Auten

FIRST TRUST INVESTMENT CO., INC.

By: Larry B. Park (SEAL)
"SELLER"

Larry B. Park (SEAL)
"PURCHASER"