

event Buyer may be required to pay any sum for past due bills not reflected by the figure of \$86,430.36, said additional expense shall be deducted from any sums that may be due Seller. It is further agreed that until the project is completed and all costs determined, the Buyer shall retain title to the Havelock home that is to be transferred to Seller. In the event Seller should move the home from its present site, the Seller shall execute a first mortgage and note to Buyer for the sum of \$34,000.00 if the home is moved to Seller's property. If the Seller should place the home on the property of a third person, the Seller agrees that said third person will, prior to erection of the home on his property, execute a first mortgage and note for the sum of \$34,000.00. Once the project is completed, the Buyer shall satisfy said note and mortgage provided there have not been any cost overruns as heretofore provided.

6. COST OVERRUNS. In the event the completion of the project is accomplished for less than the \$263,634.80 or the reduced figure as provided in 3.(f), and any savings result, the savings shall be divided equally between H. L. Butler and F. H. Gillespie provided there are no other outstanding bills except as stated in 4.(a) hereinabove.

7. CONTINGENCIES. This Contract is contingent upon Buyer being able to secure a loan from Southern Bank and Trust Company in the amount of \$500,000.00 prior to closing. This Contract is further contingent upon completion of an audit of the Java East project by Buyer or his representative and acceptance by the Buyer of the financial data.

8. CLOSING. The transaction shall close on or before March 10, 1982.

9. SURVIVAL OF CONTRACT. The terms of this Contract shall survive the closing of this transaction and the parties shall be fully bound thereby.

10. MISCELLANEOUS. As additional consideration, the Seller agrees to assign all his interest in that certain HD No. 16 Tractor to Buyer and execute the necessary documents to effect such transfer subject to the existing indebtedness on said tractor.

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