

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Timothy L. Wilson, d/b/a Wilson Roofing Co., Inc., has filed a mechanic's lien in the office of the Register of Mense Conveyances for Greenville County on or about April 26, 1988 in Mechanic's Lien Volume 21 at Page 1591, a copy of which lien notice is attached hereto as Exhibit "A", alleging an account due out of labor and material allegedly furnished for the construction, repair and improvements of buildings and property located in Greenville County and owned by Brookfield Associates Limited Partnership, which property is described in Exhibit "B" to this Bond; and

WHEREAS, Suitt Construction Co., Inc. disputes the validity of said mechanic's lien and its liability to pay the same and intends to vigorously defend any suit which may be brought for the purpose of establishing said claim and recovering thereon; and

WHEREAS, Suitt Construction Co., Inc. desires that the property affected by the said mechanic's lien be released and discharged from the said lien pursuant to Section 29-5-110 of the Code of Laws of South Carolina, 1976, as amended.

NOW, THEREFORE, in the event of final judgment for Timothy L. Wilson, d/b/a Wilson Roofing Co., Inc. against Brookfield Associates Limited Partnership or Suitt Construction Co., Inc. in a suit brought pursuant to its alleged mechanic's lien, such judgment shall be paid by Suitt Construction Co., Inc. or in the event it is determined that the mechanic's lien of Timothy L. Wilson, d/b/a Wilson Roofing Co., Inc., does not affect the said