

above, or the right thereto, and until such time as U. S. Shelter has notified Ball of a prospective purchaser and Ball has been permitted a reasonable opportunity to record its permanent easements, licenses, and/or rights-of-way or rights thereto. The obligations of U. S. Shelter hereunder, shall apply only to easements, licenses, and/or rights-of-way, the legal description of which Ball has designated and communicated in writing to U. S. Shelter. The termination of the undertaking of U. S. Shelter under this paragraph shall in no way affect the validity of easements, licenses and/or rights-of-way which U. S. Shelter or others have granted pursuant to this Agreement prior to such termination.

5. This Agreement in its entirety is expressly conditioned upon Ball obtaining an inducement resolution from the appropriate authorities for financing through industrial revenue bonds.

6. The Five Hundred Dollars (\$500.00) paid hereunder shall be returned to Ball immediately upon notice from Ball that the sale of certain premises set forth in the land Sale Agreement between Ball and First Piedmont Mortgage Company, dated May 4, 1983 will not close.

7. This Agreement contains the entire understanding of the parties, supercedes all prior oral and written agreements, and is binding upon the purchasers, mortgagees, successors in interest, executors, administrators and assigns of the parties.