

(k) Flood Plain: The property must not lie in a flood plain.

(l) Outside Storage: The parties must, before closing, agree upon a plan of outside storage for Purchaser's facility. The Purchaser shall submit to the Seller, prior to closing, the Purchaser's anticipated site plan for the development of the subject property. Said site plan shall clearly mark the area of the subject property which shall be used by the Purchaser for the outside storage of materials sold by the Purchaser. The Seller shall have ten (10) days from the receipt of said site plan to indicate to the Purchaser the Seller's disapproval of the proposed location of the outside storage area. The parties agree that it shall be assumed that the Seller has agreed and approved of the location of the outside storage location unless the Purchaser has received within ten days notice from the Seller of the Seller's disapproval. The parties also agree that should the Seller indicate disapproval with the location of the outside storage area, the parties shall work together toward a mutually satisfactory agreement as to the location of the outside storage area prior to closing.

(7) POSSESSION: Purchaser shall be given sole and exclusive possession of the premises at such time as a warranty deed satisfactory to the Purchaser is delivered by the Seller to the Purchaser conveying the premises in fee simple to the Purchaser and Purchaser pays the remaining balance of the purchase price as described in Paragraph Five (5) of this agreement.

(8) CLOSING COSTS: The Seller is to pay for the preparation of the deed conveying the subject premises to the Purchaser. In addition, the Seller shall have the responsibility of paying all state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the property as well as any notary fees incurred. All unpaid ad valorem taxes shall be prorated between the Seller and the Purchaser as of the date of closing. The Seller shall have the responsibility for all Broker's fees or Real Estate sales commissions, or any similar fees occasioned by the sale of this property, and the Purchaser shall have no obligation or responsibility toward the payment of any such costs.

(9) ASSIGNMENT BY PURCHASER: This agreement may be assigned by the Purchaser.

(10) NOTICES: All notices sent pursuant to this agreement shall be in writing and shall be sent by Certified Mail - return receipt requested to the Seller:

Mr. T. Walter Brashier  
850 Wade Hampton Boulevard  
Greenville, South Carolina 29609

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