

switch panel and air conditioning units that service the southern portion of the building that Buyer is buying. The pending litigation between the parties will be terminated on closing and the parties agree that said closing shall constitute a release of both parties from all matters alleged or related to the law suit previously filed. The parties agree that this agreement shall be contingent on approval by the First National Bank of a loan of \$95,000.00 on the premises at prevailing interest rates.

7. TAXES. Taxes and assessments, both general and special, shall be pro-rated as of the date of closing.

8. NOTICES. All notices, demands and other communications which may or are required to be given to or made by either party to the other in connection with this Agreement shall be given by U. S. Certified or registered mail, return receipt requested, postage prepaid, and shall be deemed to have been given or made when received by the addressee, as evidenced by the return receipt therefore, and shall be addressed to the respective parties as follows:

TO SELLER: FIRST TRUST INVESTMENT CO., INC.  
Post Office Box 8996, Sta. A  
Greenville, South Carolina 29604

TO PURCHASER: LARRY B. PIRKLE  
640 N. Main Street  
Greenville, South Carolina 29601

or to such other address and to the attention of such other person as each of the parties hereto from time to time may specify by notice to the other.

9. MISCELLANEOUS.

(a) This Agreement shall be construed and interpreted under the laws of the State of South Carolina.

(b) Seller shall pay the State of South Carolina and County Transfer Tax prior to the recording of Deeds.

(c) All rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

(d) No failure of either party to exercise any power given either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

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