

copies of all real estate tax bills for the period ending on the last day of the fiscal year of the applicable taxing authorities have been delivered by the seller to the purchaser prior to the execution and delivery of this Agreement.

(j) Condemnation. To the best of the seller's knowledge, there is no threatened condemnation or taking by eminent domain of any of the Property or any real property proximate thereto owned by the seller or any affiliate of or party related to the seller which condemnation will adversely affect the Property. The seller will give the purchaser prompt notice of any actual or, if known to the seller, any threatened condemnation of any of the Property or any land proximate thereto.

(k) Possession. The seller will deliver actual physical possession of the Property to the purchaser at the Closing.

(l) Leases. There are no leases, rental agreements, rental contracts, either written or oral, affecting the Property. The seller will neither negotiate for nor enter into any leases, rental agreements or rental contracts without the prior written consent of the purchaser in each instance.

Except as may be otherwise specifically set forth in this Agreement, all representations, warranties, covenants, agreements or obligations of the seller shall survive the Closing and the transfer of the Property by the seller.

4. Closing. If this option is exercised by purchaser, then subject to the terms and provisions of Article 9 and Article 11 hereof the Closing shall take place at a time and location in Greenville, South Carolina, or its environs on or before thirty (30) days after the date of such exercise (herein the "Closing" or "Closing Date"), at such specific time, date and place as the purchaser shall select upon not less than three (3) days prior notice to the seller.

5. Conditions.

(a) As conditions precedent to the purchaser's obligation to consummate the transaction contemplated hereby, unless expressly waived in whole or in part in writing by the purchaser: (i) all of the covenants, agreements, representations and warranties of the seller set forth in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if made on such date; (ii) the seller must have, as of the Closing Date, duly performed all of seller's covenants and obligations under this Agreement required to be performed by seller on or before the Closing Date; (iii) an owner's title insurance policy, together with an alien ownership endorsement, an endorsement insuring against violation of any covenants or restrictions affecting the Property or any portion thereof and such other endorsements or coverages as the purchaser may deem necessary after a complete examination of the title to the Property, shall have been issued by the Title Company insuring good and marketable fee simple record title to the Property in the purchaser subject only to the Permitted Encumbrances, which policy shall be issued on American Land Title Association Owner's Policy Form B(1970) (the "Owner's Policy"), and (iv) all other conditions herein to the purchaser's obligations to consummate the transaction contemplated hereby have been satisfied.

and any additional charges imposed by the Title Company for the issuance of such endorsements shall be paid by the purchaser;

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