

10. In the event of taking by eminent domain of any property the subject hereof prior to its conveyance to the Optionee, the amount of any award paid to the Optionor after payment of all expenses and fees incurred by Optionor, shall reduce the sales price hereinabove set forth of the parcel or parcels which would have contained such land so taken by eminent domain.

11. All previous agreements between the parties hereto are merged into this Option which alone fully and completely expresses their agreement. No changes may be made in this Option except by instruments in writing duly executed by both the Optionor and Optionee.

12. The Optionor shall cooperate with the Optionee in (a) annexing the whole or any part of the property into the Town of Simpsonville, South Carolina, (b) with all efforts of the Optionee in obtaining zoning changes and special permits for the use of various parts of the property for commercial, multi-family and residential purposes, and (c) in having water, sewage, gas, telephone and electric service and facilities available to the property.

13. All rights conferred upon Optionee by the terms of this Option may be assigned by the Optionee, in whole or in part. Upon execution of this Option by the Optionor and Optionee, this Option shall become binding upon the parties, their heirs, assigns, successors, except that the execution hereof by Optionee shall not be construed as making this instrument a contract of sale except upon the exercise hereof by Optionee, and then only as to that portion of the property included within the terms of such exercise.

14. The Optionor, as a part of the consideration for this Option, does hereby grant, sell and convey to the Optionee the non-exclusive and concurrent right to use with Optionor appurtenant to any property purchased hereunder by the Optionee any rights of way or easements owned or reserved by Optionor for sewage disposal and the installation of water lines which the Optionor has reserved through

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