

or any part of the premises which is the subject matter of this agreement is taken by eminent domain or condemnation, then the PURCHASER shall have the option of terminating this entire contract.

11.2 If all or any part of the premises which is the subject of this agreement is taken, the SELLERS shall notify the PURCHASER in writing of such condemnation or eminent domain. If the PURCHASER elects to terminate the contract it must so notify the SELLERS in writing within fifteen (15) days of the notification by SELLERS in writing of such taking. If the PURCHASER does not so notify the SELLERS, this contract shall continue in full force and effect and the SELLERS shall assign to themselves and the PURCHASER all of their rights to receive any proceeds or award in respect to the condemnation or eminent domain together with all of their rights to negotiate a settlement with a condemning authority, it being understood that in such event SELLERS and PURCHASER shall jointly, in accordance with their ownership of the property, assume the risk of any such eminent domain pursuant to the foregoing article.

12. Taxes

12.1 Real estate taxes, school taxes, real property improvement taxes, water and sewer rents, and any other ad valorem taxes and/or assessments due on the real property, which is the subject matter of this agreement, shall be paid equally by all of the parties hereto in all tax years subsequent to 1974.

12.2 The tax bills or assessment charges shall in all cases be forwarded to the escrow agent who shall notify each of the parties in writing of the total tax or assessment due and the prorated share due from each party. Thereafter, and within thirty (30) days after receipt of such notice, each party shall forward his or its pro-rata share to the escrow agent who, in turn, shall pay such taxes and thereafter notify each party in writing of such payment.

100x1010

4328 RV-2