

examine, survey and otherwise do what Purchaser deems necessary in the engineering and planning for development of the Property. Said privilege shall include the right to make soil tests, borings, percolation tests and to obtain other information necessary to determine surface, subsurface and topographic conditions; provided, however, that Purchaser shall hold Seller harmless from any damages incurred through the exercise of such privilege. Purchaser and Seller do hereby further agree that Purchaser shall obtain a survey of the Property (hereinbelow referred to as the "Survey"), to be made by a surveyor duly licensed to perform such services within the State of South Carolina, to determine (i) the exact number of acres (to the nearest 1/100th of an acre) comprising the Property and (ii) the true and accurate legal description of the Property, which Survey shall be at Purchaser's sole cost and expense. Seller and Purchaser hereby further agree that the legal description of the Property to be set forth in the Deed of Seller referred to in Paragraph 10 hereof shall be based upon and shall conform to the Survey.

9. Examination of Title. Purchaser shall have a reasonable time after exercise of the Option during which to examine title to the Property, and Purchaser shall advise Seller of any defects or objections affecting the marketability of said title disclosed by such examination. Seller shall then have until the Closing to satisfy all such defects and objections, and if such defects and objections are not satisfied within such time, then, at the option of Purchaser: (i) Purchaser shall have the right to cure such defects and objections, at Seller's expense and upon such curing, the Closing hereof shall proceed in accordance with the provisions of this Agreement; (ii) Purchaser shall be entitled to a refund of the entire Option Consideration whereupon this Agreement, and all rights and obligations created hereby, shall automatically be null and void and of no further force or effect, (iii) accepting title to the Property subject to such defect or objection, or (iv) any combination of the foregoing.