

7. of this agreement on any sale of all or portion of the subject property to the South Carolina Highway Department, either by way of sale pursuant to condemnation proceedings and/or direct sale. However, if after the expiration of one and one-half (1 1/2) years from the closing date, or after substantial development of said property by Purchaser, (which term shall be defined as the commencement of construction of two office buildings), whichever first occurs, then in such event, Purchaser shall have the right to negotiate any condemnation award settlement with the South Carolina Highway Department or other condemning authority without consulting Seller. Likewise, after such occurrence as outlined above, Seller shall have no rights in any condemnation award granted to Purchaser.

17. Broker. Seller represents that it has engaged Caine Company as agent in regard to the sale and purchase of the Property contemplated hereby, and Seller hereby agrees to pay the ten percent (10%) broker's fee required to be paid to Caine Company arising out of or relating to any sale and purchase of the Property. Seller further agrees to pay the ten percent (10%) brokerage fee to Caine Company in the event the subject Property is purchased by the South Carolina Highway Department as a result of a sale or condemnation of the Property as provided in Paragraph 16 of this Agreement. However, in no event shall Seller be required to pay more than one ten percent (10%) broker's fee to Caine Company, which fee shall be based on a maximum ceiling of \$35,000.00 per acre for the sale of the subject property. Seller hereby further agrees to indemnify Purchaser and to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation) Purchaser shall ever suffer or incur because of any claim by any agent or broker not engaged by Purchaser, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby.

18. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are deposited with the United States Postal Service, postage prepaid, to be mailed by registered or certified