

the planting to take place at a time determined solely by the Seller but during the first fall or winter following the execution of this Contract. The orchard shall consist of the following trees and/or vines, with the size, type and variety of all such trees and vines to be selected by Seller: 9 Peach trees, 3 trees of 3 varieties each; 9 Apple trees, 3 trees of 3 varieties each; 3 Pecan trees, 2 Cherry trees, 2 Pear trees, 2 Plum trees, 2 Fig trees, and 3 Grape vines. Seller shall not have any responsibility for the trees or vines after the initial planting thereof.

(f) WATER AND ELECTRICITY. Many of the tracts shown on the plat attached hereto presently have public water and electrical lines adjacent to their boundaries. Should any tract shown on said plat not have water and/or electrical lines extending to the tract, then, within a period 180 days from the date of this Contract, Seller will have such lines extended so that they will border the tract as defined in Paragraph No. 1.

4. PURCHASER'S OBLIGATIONS.

(a) PAYMENTS BY PURCHASER. All property taxes shall be pro-rated up to the date of this Contract. Thereafter, Purchaser shall pay all property taxes, utility charges of every kind and nature and all insurance premiums during the term of this Contract or any extension thereof. All such payments shall be made by Purchaser when due and payable according to law, before they become delinquent and before any interest or penalty is incurred. In the event that any payment is not so made, then Seller may at any time pay the same or any part thereof without waiving or otherwise affecting any of its other rights hereunder, and the full amount of each and every such payment shall be immediately due and payable by Purchaser to Seller and shall bear interest from the date of payment by Seller at the rate of six (6%) percent per annum.

In addition to the monthly installments to be paid by Purchaser to Seller, Purchaser shall, if Seller so requests, pay to Seller a sum equal to 1/12th of the annual taxes and assessments and premiums for insurance as shall be estimated by Seller. In the event that any such additional installments made by Purchaser to Seller shall not be sufficient to pay taxes, assessments and insurance premiums when the same shall become due and payable, then Purchaser shall pay to Seller any amount necessary to make up the deficiency on or before the date when such payment of taxes, assessments or insurance premiums shall be due.

(b) INSURANCE REQUIREMENTS. Purchaser shall insure all improvements now or hereafter constructed upon said property, and all equipment and personalty associated with the use of such improvements, in a company or companies licensed to do business in the State of South Carolina against loss by fire, windstorm and other hazards and contingencies in an amount equal to their full insurable value and for such period of time as this Contract may be in force, and all such insurance policies shall show Seller as an additional insured. A copy of said policy or policies, together with proof of payment of premiums, shall be delivered to Seller upon its request.

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