

REVISED 1/17/80

"(13) If, prior to the date of closing, title to any part of the subject property shall be taken in any proceeding by any public authority, through condemnation or otherwise, or in the event any such proceedings have been initiated and such taking unreasonably interferes with the Buyer's purchase and use of the subject property in the operation of a retail jewelry business in the building presently located on the premises, or unreasonably interferes with the Buyer's construction upon the subject property and use of an additional building for which plans have been prepared by certain partners of the Owner, then at Buyer's option, the Buyer may either:

(a) elect to purchase the premises and Owner, upon closing and receipt by owner of the purchase price, shall pay to Buyer any sums of money collected by Owner from the public authority and assign to Buyer all of Owner's right, title and interest in and to any future sums payable thereunder; or

(b) elect to terminate this contract, in which event Owner shall promptly return to Buyer all amounts paid to Owner under this Contract."

"(14) Notwithstanding anything herein to the contrary, Buyer, at its option, shall be entitled to terminate this Contract and have all amounts paid hereunder by Buyer to Owner returned in the event that on or before the closing date, Buyer is unable to receive satisfactory evidence of the following:

(a) That the property is suitably zoned to allow Buyer's use of the property for the sale of retail jewelry;

(b) That Buyer is able to construct an additional building on the subject property in accordance with existing plans prepared by certain partners of the Owner;

(c) That sewer, water, electrical power, and telephone service are all reasonably available to the subject property, and that any necessary permit, permission or consents are obtainable to authorize the contemplated construction and business use.

(d) That the property is not located within a flood plain which would prevent Buyer obtaining the contemplated financing any any required flood insurance at reasonable premium rates;

(e) That the property consists of approximately 1.49 acres, unless there is a taking of part of subject property as set forth in (13) above, in which case, the provisions of (13) shall supersede this provision; and

(f) That an effective assignment and transfer has been made to Buyer of all rights, privileges, duties and responsibilities of Robert A. Coleman, R. Patrick Jenkins, William R. McCoy, F. Pierce Williams, Jr. and Enwright Holding Company under that certain Agreement dated February 21, 1980

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