

9.03 If any term, covenant or condition of this Agreement or the application hereto to a person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement of the application of such terms, covenants and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected hereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9.04 This Agreement constitutes the entire agreement of the parties hereto, and no representation, inducement, promises or agreements, oral or written, between the parties not embodied herein shall be of any force and effect.

9.05 This Agreement shall be construed and interpreted under the laws of the State of South Carolina.

9.06 The provisions of this Agreement shall be binding upon and shall inure to the benefit of Purchaser, Seller and their successors and assigns.

9.07 The provisions of this Agreement shall survive the closing of this transaction.

9.08 A short form of this Contract of Sale sufficient to provide record notice of its terms and conditions and the property covered thereby shall upon request by Purchaser be executed by Seller, said notice to be in recordable form.

9.09 It is understood and agreed that neither party shall assign this Contract without the consent of the other party, which consent shall not be unreasonably withheld.

#### ARTICLE X

##### ADDITIONAL MISCELLANEOUS

10.a A condition precedent to closing hereunder shall be that Purchaser's attorney shall be furnished satisfactory evidence that there is no lien, encumbrance, or other defect in title, which might materially adversely affect settlement under the terms and conditions of this Contract or otherwise prevent the orderly development of the property to be conveyed into an Ingle's Shopping Center. In the event there is any lien, encumbrance, or defect in title, which can not either be subordinated to this Contract of Sale or otherwise corrected, then, and in that event, Purchaser shall have the option to terminate this Contract, all earnest monies paid shall be returned to Purchaser. In the event of settlement hereunder, the earnest monies paid shall be applied in equal shares to the purchase price of the ~~eight (8)~~ <sup>FIVE (5)</sup> parcels to be conveyed.

10.b Seller owns property adjacent to the parcel to be conveyed and does hereby covenant with Purchaser that Purchaser shall have the right to use such adjacent property for purposes of obtaining fill dirt or for dumping excess dirt provided plans for such use of the adjacent property are first submitted