

14. Notices. All notices, consents, demands, waivers, approvals and other communications made hereunder or in connection herewith shall be in writing and shall be given by hand delivery or by mailing the same addressed to the party for which it is intended by United States certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To the seller:

First Piedmont Mortgage Company, Inc.
Post Office Box 6725
Greenville, South Carolina 29606

To the purchaser:

Mr. Donald H. Morgan
c/o The Sussex Corporation
100 Colony Square, Suite 2303
Post Office Box 548
Atlanta, Georgia 30361

With additional copies to:

Robert G. McCauley, Esquire
McCauley, Owen & Sweeney
Suite 1616 Peachtree Center Cain Tower
229 Peachtree Street, N.E.
Atlanta, Georgia 30303

Either party may designate by notice to the other given as hereinabove provided a new address to which notices shall thereafter be delivered or mailed. Notices given by hand shall be effective upon delivery and, unless otherwise provided herein, notices given by mail shall be effective two business days after mailing; provided, however, notices of change of address shall only be effective upon actual receipt thereof by the addressee.

15. Indemnity. The seller agrees to indemnify and hold harmless the purchaser, its successors and assigns, from and against any and all cost, damage, liability, claim and expense (including, without limitation, attorneys' fees and disbursements) which may be incurred by or asserted against the purchaser, its successors or assigns, whether before or after the Closing Date arising from or in connection with (i) any misrepresentation or breach of any agreement contained herein which by its terms is to survive Closing; or (ii) any agreements made by seller or its predecessors to pay any real estate sales commissions with respect to or affecting the Property. Seller hereby further agrees to indemnify purchaser against, and hold the purchaser harmless from, all losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) incurred by the purchaser, whether before or after the Closing Date, by reason of any litigation which relates to the Property and arises from acts, omissions, occurrences or matters which occur or occurred prior to the Closing Date. The provisions of this Article shall survive Closing and the parties shall reaffirm such survival in writing at the Closing. The purchaser agrees to indemnify and hold harmless the seller, its successors and assigns, from and against any and all costs, damage, liability, claim and expense (including, without limitation, attorneys' fees and disbursements) which may be incurred by or asserted against the seller, its successors or assigns whether before or after the closing date arising from or in connection with any agreements made by purchaser or its predecessors to pay any real estate sales commission with respect to or affecting the Property.

16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State first written hereinabove.

17. Memorandum of Agreement. Upon request of either party, the parties hereto will execute, acknowledge and deliver a Memorandum of Agreement in proper form for recording in the

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