

7. The Optionor hereby further covenants and agrees that from and after the date hereof until the Closing Date, the Optionor shall not, without the prior written consent of the Optionee grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Property or any portion or portions thereof.

v. M. Smith
8. During the Option Period, the Optionee shall have the privilege of going upon the Property with its agents or engineers for inspecting, examining, surveying and evaluating the Property for development. Said privilege shall include the right to make all tests necessary to obtain any information required to determine surface, subsurface, and topographic conditions (to include, without limitation, soil tests and borings), all at Optionee's expense. ~~The Optionee and Optionor do hereby further agree that the Optionor shall provide a survey of the Property (the "Survey") to determine the true and accurate legal description of the Property, which Survey shall be at Optionor's expense. The Optionor and~~ Optionee hereby further agree that the Property description to be set forth in the deed of the Optionor shall be based upon and shall conform to the Survey.

9. In the event the Optionor fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by the Optionor before the Closing Date under the terms and provisions of this Option or breaches any warranty or representation contained herein, the Optionee shall have the right (i) to receive an immediate refund of the Option Consideration from the Optionor, and (ii) to exercise any and all rights and remedies available to the Optionee at law or in equity, and (iii) upon giving written notice to the Optionor as herein provided, to terminate this Option; or (iv) any combination of the foregoing. If the Optionee elects to terminate this Option as provided in (iii) above, the Option consideration shall be immediately returned by the Optionor to the Optionee, and this Option and all rights and obligations created hereunder shall be deemed null and void and of no further force and effect.

10. If, subsequent to the execution of this Option, any part of the Property is taken by eminent domain, the Optionee shall have the right to (i) terminate this Option, in which event, the sole obligation of the Optionor shall be to return the earnest money to the Optionee; or (ii) to obtain a proportionate reduction in the Purchase Price.

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11. Any notice 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 is personally delivered or is deposited with the United States Postal Service, postage prepaid, to be mailed by registered or certified United States mail, return receipt requested, and addressed to the Optionor as follows:

The Furman Company
Daniel Building
Greenville, SC 29602
Attention: Mr. Junius Garrison

and to the Optionee as follows:

The South Carolina National Bank
Post Office Box 969
South Carolina 29202
ATTN: R. Charles Eldridge, Jr.