

8.

RISK OF LOSS AND DAMAGE

8.1 Pending acceptance of this offer by Purchaser and thereafter through and including the Closing Date, the risk of loss of the Property will remain with the Seller.

8.2 In the event the Property, or a material portion thereof, is destroyed or damaged by fire or other casualty after acceptance of this offer but prior to Closing, then Purchaser, at its option, may (a) cancel this Agreement, whereupon the parties shall have no further duty, obligation, financial or otherwise, or liability hereunder to each other; or (b) close the transaction with the Purchase Price reduced by an amount equivalent to the difference between the fair market value of the Property immediately prior to such damage or destruction less the fair market value of the Property immediately after such damage or destruction, as mutually determined.

8.3 If before the Closing any condemnation or eminent domain proceedings are threatened or initiated against all or any portion of the Property and, in the reasonable opinion of Purchaser, such condemnation or eminent domain proceedings would materially interfere with the intended use of the Property, then Purchaser may terminate this Agreement upon written notice to Seller and Seller and Purchaser shall thereupon be released from any and all further liability hereunder. If Purchaser does not elect to terminate this Agreement within ten (10) business days after receipt of written notice of the commencement of any such proceedings, or if, in the reasonable opinion of Purchaser, such condemnation or eminent domain proceedings would not materially interfere with Seller's current use of the Property, Seller shall assign to Purchaser at the Closing all rights and interest of Seller in and to any condemnation awards payable or to become payable to Seller on account of such condemnation or eminent domain proceedings.

9.

TITLE EXAMINATION

At the Closing, Seller will convey good, marketable, and insurable fee simple title to the Property to Purchaser, free and clear of any and all security deeds, mortgages, or other liens or pledges to secure indebtedness. Purchaser shall have thirty (30) days from the date hereof within which to examine the title to the Property and secure, at Purchaser's expense, a written owner's title insurance commitment, hereinafter referred to as "commitment," from a title insurance company of Purchaser's choice licensed to do business in the State of Georgia to insure, at its standard rates, subject to its standard exceptions and/or exclusions, the title to the Property to be conveyed by Seller to Purchaser pursuant to this Agreement. The Property shall not be subject to the following (the "Cure Items"): (i) any mortgage, deed to secure debt, deed of trust, security agreement, judgment, lien or claim of lien, or any other title exception or defect that is monetary in nature, or (ii) any leases, rental agreements, or other rights of occupancy of any kind, whether written or oral. As to any title matters or defects, or Cure Items, Purchaser shall have until the end of the 30-day period referenced above to give written notice to Seller of any objections which Purchaser may have. If Purchaser fails to give any notice to Seller prior to the expiration of such 30-day period, Purchaser shall be deemed to have waived this right to object to any title matters. If Purchaser gives Seller written notice of an objection to any title matter, Seller will have 10 days after receipt of Purchaser's notice (the "Cure Period") either: (i) to agree to eliminate or satisfy any such objections (with Seller having until Closing to accomplish such task), or (ii) to elect to