

- e. Mechanic's Liens. No payments for work, materials, or improvements furnished to the Property or the Retained Property will be due or owing at the respective Closing, and no mechanics lien, materialmans lien, or other similar lien shall be of record against the Property or the Retained Property at the time of the respective Closing.
- f. Pending Litigation. There is no claim, litigation, or other proceeding, the probable outcome of which will have a material adverse effect on the value of the Property, the Retained Property, or its intended use by Purchaser pending or threatened before any court, commission, or other body or authority. Seller has not received written notification and does not otherwise know of any asserted failure of Seller, the Property, or the Retained Property to comply with applicable laws (whether statutory or not) or any rule, regulation, order, ordinance, judgment, or decree of any federal, municipal, or other governmental authority.
- g. No Defaults. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party; (ii) violate any restriction to which Seller is subject; (iii) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order; or (iv) result in the creation of any lien, charge, or encumbrance upon the Property, the Retained Property, or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.
- h. Hazardous Substances. Seller hereby warrants that it has not, nor to the best knowledge of Seller has any other party, stored, buried, or discharged any substances or materials on or under the Property or the Retained Property that would be termed hazardous substances by any state, federal, or municipal statutes or regulations except in a manner permitted by said statutes and regulations. To the best knowledge of Seller, neither the Property nor the Retained Property has been used at any time by any party as a landfill or waste disposal site.
- i. Events Prior to Closing. Seller will not cause or permit any action to be taken that would cause any of Seller's representations or warranties to be materially untrue as of the respective Closing, including without limitation leasing, licensing, encumbering, or conveying all or part of the Property, the Retained Property, or any interest therein, entering into any agreement granting to any person any right with respect to the Property, the Retained Property, or any portion thereof, or cutting, removing, or permitting the cutting or removal of any timber or trees or the mining of any oil, gas, gravel, or other minerals located on the Property or the Retained Property without the prior written consent of Purchaser. Seller agrees immediately to notify Purchaser in writing of any event or condition that occurs prior to the respective Closing that causes a material change in the facts related to, or the material truth of, any of Seller's representations.
- j. Further Acts of Seller. On or before the respective Closing, Seller will do, make, execute, and deliver all such additional and further acts, deeds, instruments and documents as may be reasonably required by Purchaser to vest in and assure to Purchaser full rights in or to the Property or the Retained Property, if applicable.

To the fullest extent permitted by law, Seller shall indemnify and hold Purchaser harmless against all costs (including attorneys' fees), penalties, or assessments, whether raised by Purchaser or any third party, resulting from the violation of the warranties contained in this Section 6.

- 7. Risk of Loss. All risk of loss to the Property, the Retained Property, or any part thereof prior to the respective Closing will be borne entirely by Seller. If at any time prior to the respective Closing, the Property, the Retained Property, or any material part thereof (including, but not limited to, any timber or trees that are included as part of the Property or the Retained Property) is destroyed or

damaged by fire or other casualty, then Purchaser, at its sole option, may elect not to proceed with the respective Closing by providing written notice of rescission to Seller and shall be entitled to a refund of the Earnest Money. Escrow Agent shall promptly refund the Earnest Money. If at any time prior to the respective Closing, any action or proceeding is filed or threatened under which the Property, the Retained Property, or any part thereof may be taken pursuant to any law, ordinance, or regulation by condemnation or the right of eminent domain, then Purchaser, at its sole option, may elect not to proceed with the respective Closing by providing written notice of rescission to Seller and shall be entitled to a refund of the Earnest Money.

8. As Is Condition. Except to the extent of the representations and warranties in this Agreement, Purchaser acknowledges that it will accept the Property in "as is" condition.
9. Pro-Rated Items and Adjustments. Purchaser shall pay for title insurance premiums due in connection with the issuance of Purchaser's owner's title insurance policy. Seller shall pay for the survey, the environmental audit, the sprinkler system inspection, deed preparation, and any documentary stamp costs assessed with respect to the deed conveying title to the Property to Purchaser. Purchaser shall pay for the recording costs of the deeds. Purchaser and Seller shall pay their own legal fees related to the transaction contemplated hereby. All other costs of Closing shall be paid by the party incurring such costs. All real estate taxes for the Property (other than roll back taxes) and water, sewer, electricity, gas, telephone, and other utilities shall be prorated as of Closing, and the Purchase Price paid to Seller hereunder shall be adjusted to reflect such prorations. If accurate prorations or other adjustments cannot be made at the respective Closing because of the lack of necessary information, the parties shall prorate on the best available information, subject to prompt adjustment upon the receipt of the necessary information. Seller shall be responsible for any future roll back taxes.
10. Default. If all conditions and other events precedent to Purchaser's obligation to consummate the transactions herein contemplated have been waived in writing by Purchaser or satisfied, and if Seller has performed its covenants and agreements hereunder, but Purchaser has breached its covenants and agreements hereunder and has failed, refused, or is unable to consummate the purchases and sales contemplated herein, then Seller shall give Escrow Agent and Purchaser notice of such default and shall be entitled to the Earnest Money as its sole damages therefor. If Purchaser has performed all of its obligations hereunder, but Seller has breached its covenants and agreements under this Agreement or has failed, refused, or is unable to consummate the purchases and sales contemplated herein, then Purchaser shall give the defaulting Seller and Escrow Agent notice of such event and Purchaser shall be entitled to the refund of the Earnest Money and any other remedies provided by applicable law, including without limitation the specific performance of this Agreement.
11. Duties of Escrow Agent. During the term of this Agreement, Escrow Agent shall hold the Earnest Money in its standard escrow account and shall deliver the Earnest Money in accordance with the terms and provisions of this Agreement. If this Agreement is terminated by mutual written agreement of Seller and Purchaser, or if Escrow Agent is unable to determine at any time to whom the Earnest Money should be delivered, or if a dispute develops between Seller and Purchaser concerning to whom the Earnest Money should be delivered, then in any such event, Escrow Agent will request joint written instructions from Seller and Purchaser and will deliver the Earnest Money in accordance with the joint written instructions. If written instructions are not received by Escrow Agent within ten days after Escrow Agent has served a written request for instructions upon Seller and Purchaser, Escrow Agent may pay the Earnest Money into a court of competent jurisdiction and interplead Seller and Purchaser in respect thereof. Thereafter, Escrow Agent will be discharged of

any obligations in connection with this Agreement. If costs or expenses are incurred by Escrow Agent because of litigation or a dispute between Seller and Purchaser arising out of the holding of the Earnest Money in escrow, Seller and Purchaser will each pay Escrow Agent one-half of such reasonable and direct costs and expenses. Except for such costs and expenses, no fee or charge will be due or payable to Escrow Agent for its services as escrow holder.

12. Real Estate Commissions. Each party represents and warrants to the other that it has not dealt with any real estate brokers who may claim a fee or commission in connection with the transactions contemplated hereby as a result of such party's acts and shall indemnify and hold the other harmless against any such claim made by any broker claiming by, through, or under such party.
13. Purchaser Option to Lease. On or before the forty-fifth day following expiration of the Inspection Period and so long as Purchaser has not exercised its option to terminate the purchase and sale transactions hereunder, Purchaser may elect to, and upon such election Seller shall, lease the Property upon the terms and conditions set forth in Exhibit C. On or before the tenth business day following Purchaser's election to lease, Seller shall notify the tenants to the Lease Agreements specified on Exhibit B in writing, with a copy to Purchaser, that the respective lease with Seller shall terminate on the later of December 1, 2005 or the expiration of the existing term of the respective lease. If the Closing of the Property occurs on or before December 31, 2006, any and all rent payments made by Purchaser to Seller shall be applied toward the Purchase Price.
14. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all prior discussions, undertakings, or agreements between the parties. This Agreement shall not be modified except by a written agreement executed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective, heirs, devisees, personal representatives, successors, and assigns. This Agreement shall be governed by and construed under the laws of the state of South Carolina. The parties specifically agree that time is of the essence to this Agreement. If any deadline in this Agreement ends on a Saturday, Sunday, or legal holiday, the deadline shall be extended until 6:00 p.m. eastern time of the next following business day. All notices, requests, consents, and other communications hereunder shall be in writing and shall be personally delivered by expedited delivery service or mailed by first class, registered or certified mail, return receipt requested, postage prepaid, as set forth below each party's signature hereto. Any such notice, request, consent, or other communications shall be deemed received at the time it is personally delivered or on the fifth business day after it is so mailed, as the case may be. If any one or more of the provisions contained in this Agreement shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. This Agreement may be executed in as many counterparts as may be deemed appropriate by the parties, all of which shall comprise one agreement. The indemnification provisions set forth in Sections 5 and 12 and all provisions of Sections 6-8, 10-11, and 14 shall survive the respective Closing, or the termination of this Agreement, for a period of one year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

[Signature]

Notice Address of Purchaser:
1300 Richard Franklin Road
Chapin, SC 29036

WITNESSES:

[Signature]

Notice Address of Seller:
PO Drawer 60
Winnsboro, SC 29180

WITNESSES:

[Signature]

Notice Address of Escrow Agent:
4 Deuce Court
Chapin, SC 29036

PURCHASER:

SEA MAX BOATS, LLC

By: [Signature]

Preston Wrenn
President and Treasurer

Date of execution by Purchaser: 12/20/05

SELLER:

FAIRFIELD COUNTY, SOUTH CAROLINA

By: [Signature]

Phillip L. Hinely
County Administrator

Date of execution by Seller: 1/3/05

ESCROW AGENT:

LAURA H. HUGGINS, LLC

By: [Signature]

Laura H. Huggins, Sole Member

Date of execution by Escrow Agent: 12/20/05

Chapin, SC 29036

EXHIBIT A
Property Description

All that piece, parcel, or tract of land located just north of the corporate limits of the Town of Winnsboro on the eastern side of U.S. Highway 321, in Fairfield County, South Carolina containing a total of 20.08 acres, more or less, and being more particularly described on the Plat prepared by Glenn Associates Land Surveying Company dated September 14, 2005 and recorded with the Fairfield County Clerk of Court on September 29, 2005 at Slide 605, Plat 1154 (the "Plat"). The metes and bounds description of the Plat is incorporated herein by reference.

This being all of the land conveyed to Fairfield County by HON INDUSTRIES Inc. by deed dated November 14, 2002, and recorded in the Fairfield County Register of Deeds in Deed Book RX at page 157.

TAX MAP NO.:118-00-00-010

EXHIBIT B
Exceptions

The Retained Property is Tract B for 5.21 acres on the Plat.

Lease Agreement dated July 14, 2005 by and between Fairfield County and Fairfield Industrial Services, Inc.