

exists no proposed road development or alteration in the vicinity of the Property which would adversely affect access thereto or traffic flow upon the street, roads, or ways adjacent thereto, and (ii) the seller has no obligations to obtain or furnish or to pay for the obtaining or furnishing of any access easements or road widenings other than as may be specifically set forth in this Agreement and (iii) the seller has no obligations to erect, construct or pay for the erection or construction of any traffic signals on the Property or on any public highways adjacent thereto, either now or in the future. All curb cuts between the Property and adjoining streets have been approved by all applicable governmental authorities and comply with all applicable legal requirements.

(g) No Other Agreements, Information. Other than the Approvals, the Permitted Encumbrances, the Leases and the Plans, there are no other agreements or amendments or modifications of any of the foregoing items, promises, understandings, undertakings, covenants, representations or warranties, either written or oral, affecting the occupancy, ownership, management, operation or leasing of the Property or which would bind or otherwise affect the Property, or any portion thereof, or the purchaser. All information, reports, documents, instruments and material furnished to the purchaser by the seller and all of the exhibits annexed hereto are true, complete and correct in all respects.

(h) Utilities. All necessary utilities required in connection with the occupancy, ownership, management and leasing of the Property including, without limitation, electricity, natural gas, storm sewer and drainage, sanitary sewer, water (including the installation of a fire ring and other outlets to provide adequate fire protection), telephone and similar systems are public utilities and have either been brought to, are on the Option Property, are located in public rights of way adjacent to the Option Property, or are located in public or private easements in which the seller has perpetual and exclusive easement rights subject only to the Permitted Encumbrances, and the seller's interest in such easements shall be conveyed to the purchaser at Closing subject only to the Permitted Encumbrances. All of such utilities which have been installed, have been installed in accordance with all applicable legal requirements and have sufficient capacity to furnish the Property with such utility services, are in good working order and all hookup and connection fees, charges and assessments in connection therewith have been paid in full. Garbage collection and refuse disposal is available to the Property at purchaser's option either by means of governmental collection service or private carting service upon payment of their then current rates. To the best of seller's knowledge, there exist no shortages peculiar to Greenville County, South Carolina or any portion thereof which would restrict the supply of utilities to the Property except as may be specifically set forth herein.

(i) Taxes. The seller has paid and will pay all taxes, assessments, charges, fees, levies and impositions which if due and payable and unpaid would constitute a lien upon the Property or any portion thereof. The Option Property is taxed as a separate tax parcel. The seller has instituted no proceedings seeking reductions in real estate taxes imposed upon the Property and, to the best of the seller's knowledge, no improvements have been constructed or planned which would be paid for by means of assessments upon the Property or any portion thereof. True and complete