

affect this Agreement, the owner of the Property or the occupancy, ownership, management or leasing of the Property, including, without limitation any boundary disputes. The seller will give the purchaser prompt notice of and will defend at the seller's expense with counsel mutually selected by the seller and the purchaser, all actions, suits, claims and other proceedings brought or threatened against the seller and affecting the Property or any portion thereof. There are no outstanding or unpaid judgments against the seller or affecting the Property.

(d) Title to Property. The seller is the sole owner of the Property. The seller has, is able to and will transfer to the purchaser good, marketable and insurable record title to the Property subject to no liens, encumbrances, easements, restrictions, claims, reversions, options or other agreements except those matters set forth on Exhibit B hereof (the "Permitted Encumbrances"). Except as may be required by the terms of this Agreement, the seller will not create or suffer to exist any liens, encumbrances, easements, restrictions, claims, reversions, options or other agreements other than the Permitted Encumbrances. The phrase "insurable title" as used in this subsection is hereby defined to mean title which is insurable by a title company selected by purchaser and authorized to transact business in the State of South Carolina (the "Title Company") at its standard rates without exception other than the Permitted Encumbrances. No person, firm or entity, except the purchaser, has or has asserted any rights in or to acquire the Property or any part thereof except for the Permitted Encumbrances. The Improvements are entirely within the boundary lines of the Land and beyond all applicable set-back requirements and there are no encroachments on the Option Property nor by the Improvements upon land adjoining the Option Property. All portions of the Option Property are contiguous and there are no strips or gores.

(e) Zoning. The Option Property is presently zoned to permit the full and complete occupancy, ownership, management and leasing thereon of ~~all industrial uses, including~~ ^{but not limited to,} warehouses. Said zoning is pursuant to ordinance, not pursuant to any variance, special use or conditional permit and does not require any further approval nor any other action by the seller or any other person or entity, and the acquisition of the Property by the purchaser will not accelerate any obligations or time periods thereunder. The Property does not constitute a non-conforming use under any applicable legal requirements. To the best of the seller's knowledge, there are no contemplated changes by any governmental bodies having jurisdiction in any state, county, or municipal legal requirements applicable to the Property, or any portion thereof, or the use thereof. The seller will give the purchaser prompt notice of any change in any state, county, or municipal legal requirements of which it has knowledge applicable to the Property or the use thereof. The seller will seek no change in the zoning of nor impose any restrictions on the Property, or any portion thereof, without the prior consent of the purchaser in each instance and will take all actions necessary to maintain the present zoning. Neither the Property nor any portion thereof is located in any flood, conservation, utility, historic or other special district.

(f) Access. All streets, roads and ways abutting the Property are publicly maintained. Except as otherwise set forth below, to the best of seller's knowledge: (i) there

0707

4328 RV-2