

of the date of the Closing.

7.

SELLER REPRESENTATIONS

7.1 To induce Purchaser to accept this offer, Seller makes the following representations (and these are the only representations made by Seller) to the actual knowledge, with no duty of inquiry, of the Vice Chancellor for Real Estate and Facilities, upon which Purchaser is entitled to rely without independent investigation and verification, and each of which shall be deemed to be material to this Agreement. All references herein to the “knowledge” of Seller or words of similar import shall refer only to the actual knowledge of the Vice Chancellor for Real Estate and Facilities and shall not be construed to refer to the knowledge of any other officer, employee, advisor, agent or representative of Seller, or any affiliate of any of the foregoing:

7.1.1 The Georgia law prohibiting certain public officials and employees of the State of Georgia from transacting business with certain state agencies (O.C.G.A. Title 45, Chapter 10, Article 2) has not and will not be violated in any respect by the execution and implementation of this Agreement.

7.1.2 Seller has the capacity and has obtained all necessary approvals to enter into this Agreement and to consummate the transaction contemplated hereby.

7.1.3 Seller has received no written notice of any (and, to Seller’s actual knowledge, there is no) current, proposed or threatened eminent domain, condemnation, or similar proceeding which concerns all or any portion of the Property.

7.1.4 Seller is not aware and has not received any written notice of a claim that the Property does not comply with any federal, state, county, city or any other laws, ordinances, rules and regulations, including, but not limited to, those relating to environmental, zoning, land use and division, building, fire, health and safety matters, of any government or any agency, body or subdivision thereof.

7.1.5 Seller has received no written notice of any pending or threatened, litigation which concerns or affects the Property or Seller’s ability to fulfill all of its obligations under this Agreement, and there are no outstanding claims on any insurance policies that insure the Property.

7.1.6 There are no service contracts, landscaping contracts, maintenance agreements or other contracts for the provision of labor, services, materials or supplies to or for the benefit of the Property which will affect or be obligations of Purchaser or of the Property (or any portion thereof) following the Closing.

7.1.7 Seller makes no other representations or warranties, expressed or implied, with respect to the subject matter of this Agreement except as contained herein. The purchase and sale is made “as is, where is, and with all faults.”