

12.6 Opinion of Hancock's Special Counsel. Hancock shall have received at the Closing from Messrs. Sutherland, Asbill & Brennan, of Atlanta, Georgia, its special counsel, a favorable opinion, dated the date of the Closing, satisfactory in substance and form to Hancock, covering the matters specified in sections 12.5.1, 12.5.2, 12.5.3, 12.5.4, and 12.5.6 hereof. Such opinion shall also cover such other matters relating to the transactions contemplated hereby as Hancock reasonably may request, including, without limitation, if so requested, an opinion to the effect that Hancock is duly qualified and licensed under the laws of the State of South Carolina to own the Property and to enter into the Lease and under such laws may, without limitation of time, lawfully own the Property and be a party to the Lease.

12.7 Representations and Warranties True at Closing. The representations and warranties of Kassuba contained in this Agreement and otherwise made by him in writing in connection with the transactions contemplated hereby shall be true and shall be made again at and as of the time of the Closing and shall be true at and as of such time.

12.8 Compliance with Lease. No condition or event shall have occurred which, if the Lease, in the form attached hereto as Exhibit A, were in effect from the date hereof to and including the date of the Closing, would constitute an Event of Default as defined therein or which, after notice or lapse of time or both, would constitute such an Event of Default.

12.9 Performance. Kassuba shall have performed and complied with all terms and conditions contained herein to be performed or complied with by him prior to or at the Closing.

12.10. Compliance Certificate. Kassuba shall have furnished to Hancock at the Closing a certificate, dated the date of the Closing and signed by him, making the representations and warranties required by section 12.7 hereof and certifying to the fulfillment of the conditions specified in sections 12.8 and 12.9 hereof.

12.11 Proceedings and Documents. All proceedings taken in connection with the transactions contemplated by this Agreement prior to or at the Closing and all documents incident thereto shall be satisfactory in substance and form to Hancock and its special counsel, and Hancock and such special

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