

leases, correspondence, final statements of operations and all other data belonging to Owner or pertaining to the operation of the Building and the ownership of the Property.

Section 5.02 Owner's Agent. The Smith, Mehre and Smith Company, a Georgia corporation, is designated by Owner as Owner's fully authorized representative in all matters, discussions and negotiations between Owner and Company during the term of the Agreement or until Owner designates another representative and so notifies Company. Company, so long as it acts in compliance with arrangements, instructions or agreements from time to time effected by Owner's authorized representative, shall incur no liability to Owner on account of so acting and shall be in full compliance with the Agreement notwithstanding the terms and provisions thereof.

Section 5.03 Liability of Company.

(a) In performance of its duties under the Agreement, Company shall diligently strive to protect the property rights and interests of Owner in the Property and to promote the best economic interests of the Owner in connection with its ownership of the Property. Throughout the term of the Agreement Owner agrees to hold and save Company free and harmless from any and all liability arising out of damages or injuries to person or property, by reason of any cause whatsoever (except the grossly negligent or willful act of Company or any agent thereof), either in or about the Building or elsewhere, incurred when Company is acting under the Agreement or under the express direction of Owner or Owner's representative.

(b) None of the obligations and duties of the Company under the Agreement shall in any way or in any manner be deemed to create any obligation of Company to, or any rights in, any person or entity other than Owner (including, without limitation, the Construction Lender, the Permanent Lender, The South Carolina National Bank, or any tenant or occupant under a Tenant Lease).

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