

The Lease shall be in the form attached hereto as Exhibit A with such changes, if any, as Hancock and Kassuba may by the execution thereof approve, except that if the Cost of the Property (determined as provided in section 9 hereof) shall be less than \$1,300,000.00, such lesser amount shall be substituted for, the figure \$1,300,000.00 in the definition of Cost to Lessor in section 55 thereof.

8. Payment of Purchase Price. At the Closing Hancock (subject to the fulfillment of the conditions specified in section 12 hereof) will purchase the Property and the Improvements from Kassuba and will deliver to Kassuba, as the Purchase Price therefor, its check payable to the order of Kassuba in the amount of the Cost of the Property, determined as set forth in section 9 hereof; provided, however, that notwithstanding the foregoing, if, as of the date of Closing, rentals from the Building (on an unfurnished basis) expressed on an annual basis in the sum of \$164,000 are not in force as of such date, then Hancock shall withhold the sum of \$200,000 from the Purchase Price. The amount withheld shall be advanced to Kassuba if, within six months of the date of Closing, \$164,000 in annual rentals are attained. In the event such annual rentals are not attained within such six month period and said amount withheld is not advanced within said six month period, then the Purchase Price shall be deemed to be the total of the amount paid by Hancock on the date of Closing and Hancock shall have no further obligation to pay said sum retained. In determining whether \$164,000 in annual rentals have been attained as of the date of Closing or within such six month period thereafter, Kassuba shall deliver to Hancock such tenant estoppel certificates, executed tenant leases and other certificates and documents as Hancock may require to confirm the fact of attainment of such rentals

9. Cost of Property. The "Cost of the Property" shall mean the lesser of (a) \$1,300,000 and (b) the sum (adjusted to the nearest \$100) of the expenses and costs actually incurred (not subject to refund or reimbursement) by Kassuba up to the date of the certificate as to such expenses and costs to be furnished pursuant to this section 9, for the purchase of the Property, the demolition or removal of the buildings or other improvements presently existing thereon and the actual cost of the construction and equipment of the Improvements pursuant to the Construction Contract, including such allowances or charges for taxes, legal expenses, superintendence, insurance, casualties and other items as are properly chargeable in accordance with sound accounting principles to the

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