

material fact necessary in order to make the statements contained therein and herein not misleading. There is no presently applicable condition, restriction or requirement, statutory, contractual or otherwise, or, within the special knowledge of Kassuba, any other presently existing material fact, which materially adversely affects or in the future may (so far as Kassuba can now foresee) materially adversely affect the condition of the Improvements or the Property or any part thereof and which has not been adequately disclosed herein or in a certificate or written statement furnished by Kassuba to Hancock.

12. Conditions of Hancock's Obligation. Hancock's obligation to purchase the Property and to enter into the Lease shall be subject to the accuracy of the representations and warranties of Kassuba contained herein or otherwise made by him in writing in connection with the transactions contemplated hereby, and to the fulfillment, to Hancock's satisfaction, prior to or at the Closing, of each of the following additional conditions:

12.1 Certificates. Hancock shall have received the certificate referred to in section 9 hereof.

12.2 Survey. Hancock, without expense to it, shall have been furnished, at least 7 days prior to the Closing, with three copies of a certified survey drawing (satisfactory to Hancock and certified by a registered engineer) of the Property, showing as of a recent date the exact location and, by courses and distances, the exact dimensions of the Property and of all easements, encroachments and other like items, if any, relating thereto and the exact location of the Improvements.

12.3 Insurance Policies. Hancock shall have received the original insurance policies required to be maintained by Lessee under Section 20 of the Lease, and such policies shall contain the provisions and endorsements and shall be in the form required in Section 21 of the Lease.

12.4 Title Policy. Hancock shall have been furnished with a title policy, dated not later than the date of the Closing, of Lawyers Title Insurance Corporation, Richmond, Virginia (with re-insurance or co-insurance with other title companies satisfactory to Hancock to the extent requested by the Company), satisfactory in substance and form to Hancock and its special counsel, insuring to Hancock, in a net amount not less than the Cost of the Property determined as provided in section 9 hereof, good and

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