

taxes applicable to the Property and "Base Building" from the date of commencement of said construction through the calendar year 1974, exceeding the sum set forth in item (viii) of Section 11.01 of the Agreement, or (ix) a breach of warranty by Company under the Purchase Agreement resulting in damages to Owner of the sum set forth in item (ix) of Section 11.01 of the Agreement or more (provided, however, that in the event of a breach of warranty of the nature stated in this Subparagraph (ix), Owner's sole right and remedy shall be to deduct or off-set such damages from or against amounts thereafter due Company under the Agreement and Owner shall have no right to terminate the Agreement by virtue of any such breach).

Section 11.02 Actions Upon Termination. Upon any termination of the Agreement, the Company shall promptly account for and deliver to the Owner all rents, charges and income from the Property which are held by Company; shall deliver to the Owner as received by Company any monies due the Owner under the Agreement but received by Company after the termination of the Agreement; shall deliver to the Owner or to such other person as the Owner shall designate in writing all materials, supplies, equipment, other personal property, keys, contracts, documents and books and records owned by Owner and in the possession of Company and pertaining to the Agreement, the ownership of the Property, or the management and operation of the Property; and shall assign existing contracts relating to the operation and maintenance of the Property, where such contracts are in the name of the Company, to the Owner or as the Owner shall designate in writing. The Owner agrees to assume all liability under such contracts accruing after termination of the Agreement, provided that the Owner shall not be obligated to assume any contract made in violation of the Company's authority or duties under the provisions of the Agreement. The Company and Owner shall furnish such information, take such other action, and shall cooperate with each other as each shall reasonably require in order to effectuate an orderly and systematic termination of the Company's duties and activities