

appearing of record prior to the date of this lease or for any act or fact appearing of record subsequent to the date of this lease, which said act or fact is that of the Lessee. Lessor agrees that title to the property, as to any incident subsequent to the date hereof, shall be good and marketable (except for act or omission of the Lessee), and in the event that, subsequent to the date hereof, there is in existence some reason that title is not found to be good and marketable, then Lessor shall make the same good and marketable, at its expense.

(f) The full purchase price of which the deposit of One percent (1%) shall be considered a part may be paid in cash at closing or the Lessee must assume the institutional mortgage indebtedness if the loan cannot be paid in full in accordance with the prepayment privilege and pay in cash at closing the balance between the institutional mortgage indebtedness and the full purchase price.

(g) In the event the Lessee exercises its option to purchase in the manner set forth above, and puts up a deposit equal to One percent (1%) of the purchase price and then fails or refuses to close the transaction, without fault on the part of the Lessor, then such One percent (1%) deposit shall be retained by the Lessor as liquidated and agreed damages. Nevertheless, this lease shall continue in full force and effect in all respects and the Lessee shall have the right, option and privilege to exercise its option to purchase the property at any time thereafter, provided the option is exercised in the manner herein provided and as set forth in this Article.

16. Integration. This agreement contains the entire agreement between the parties, and cannot be changed or terminated orally, but only by an instrument in writing.

The Lessee hereby acknowledges having a duplicate of this lease.