

(a) That Seller owns fee simple marketable insurable title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than the Permitted Exceptions;

(b) That the Agreement has been duly authorized and executed on behalf of Seller and constitutes its valid and binding agreement, enforceable in accordance with its terms, and that all necessary action on the part of Seller to authorize the transactions herein contemplated has been taken, and no further action is necessary for such purpose;

(c) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof and will be true and correct as of the Closing Date.

12. Covenants and Agreements of Seller. Seller agrees that from and after the date hereof until the Closing Date, Seller shall not, without the prior written consent of Purchaser, grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment, encumbrance, or condemnation affecting the Property or any portions thereof.

13. Defaults. In the event Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, or if any of the warranties of Seller made herein shall not be true and correct as of the date hereof and as of the Closing Date, at Purchaser's option: (i) Purchaser shall be entitled to an immediate refund of the Option Consideration from Seller and to thereafter exercise any and all rights and remedies available to Purchaser at law or in equity; or (ii) Purchaser shall be entitled, upon giving written notice to Seller as herein provided, to terminate this Agreement. Upon any such termination, the Option Consideration shall be

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