

or the capacity of Kassuba to perform his obligations under this Agreement, under the Instruments of Conveyance and under the Lease, or (b) might result in any material adverse change affecting the Property or the Improvements, or (c) questions the validity of this Agreement, the Instruments of Conveyance or the Lease or of any action taken or to be taken by Kassuba pursuant to this Agreement or the Lease.

11.3 Title to Property. Immediately prior to the conveyance of the Property to Hancock pursuant to section 6 hereof, Kassuba will have good and marketable indefeasible title of record in fee simple to the Property and the Improvements, free and clear of all mortgages, liens or rights to liens, charges, encumbrances, encroachments, easements, conditions and rights of reentry or forfeiture, except for Permitted Exceptions.

11.4 Violation of Legal Requirements. There is no violation, or note, notice or other record of violation, of any zoning, building or other statute, ordinance, regulation or restriction concerning the Property or the use thereof.

11.5 Consent of Governmental Authorities. Each approval, authorization, consent or order on the part of any governmental authority, Federal, State or other, as is necessary with respect to Kassuba in order that this Agreement, the Instruments of Conveyance and the Lease be, when executed, valid, binding and enforceable in accordance with their respective terms has or, prior to the Closing, will have been obtained.

11.6 Cost of Property. The purchase price of the Property and the Improvements to Hancock under this Agreement will not be more than the Cost of the Property, as defined in section 9 hereof.

11.7 Construction of Improvements. Prior to the Closing the construction and equipment of the Improvements shall have been fully completed in accordance with the Construction Contract, and any and all outstanding bills for labor or materials fully paid, and all necessary approvals, authorizations and consents on the part of any governmental authority for the use and occupancy of the Property and the Improvements shall have been obtained.

11.8 Disclosure. Neither any certificate or statement furnished by or on behalf of Kassuba to Hancock in connection with the transactions contemplated hereby nor this Agreement contains any untrue statement or omits to state any

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