

counsel shall have been furnished prior to or at the Closing with all such counterpart originals or certified or other copies of all such documents, satisfactory in substance and form to Hancock and such special counsel, as Hancock or such special counsel may reasonably request.

13. Inspection. Hancock shall have full opportunity prior to the Closing to make such inspections of the Property and the Improvements as Hancock may desire.

14. No Equitable Ownership. Prior to the conveyance of the Property to it pursuant to section 6 hereof, Hancock is not to acquire or assume any equitable ownership of or title to or risk of loss or damage to the Property or the Improvements by reason of the making of this Agreement.

15. No Liability as Purchaser. Hancock does not by the making of this Agreement become liable, as purchaser, for or in respect of the condition of the Property, the cost of any labor on or materials furnished for the Property, compliance with any laws, requirements or regulations of, or taxes, assessments or other charges now or hereafter due to, any governmental authority, or any other charges or expenses whatsoever, pertaining to the demolition or removal of improvements or the ownership, title, possession, use or occupancy of the Property and the construction and equipment of the Improvements, and the Company hereby indemnifies Hancock and will save it harmless from any such liability which might accrue prior to the conveyance of the Property and the Improvements to Hancock pursuant to section 6 hereof.

16. Assessments. If at the time of the conveyance of the Property and the Improvements to Hancock pursuant to section 6 hereof the Property or the Improvements shall be or shall have been affected by any assessment which is or may become payable in annual installments, of which the first installment is then a charge or lien or has been paid, then for the purposes of this Agreement all unpaid installments of any such assessment, including those which are to become due and payable on or after the date of the Closing, shall be paid and discharged by Kassuba prior to or at the Closing.

17. No Apportionment of Rents, Taxes, etc. There shall be no apportionment of rents (including water or sewer rents), taxes, insurance or other charges at the Closing; all such taxes, insurance and other charges due with respect to the Property and the Improvements prior to or at the time of the conveyance thereof to

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