

Hancock pursuant to section 6 hereof shall be paid by Kassuba, and, subject to the provisions of section 16 hereof, all those due after such time shall be paid by Kassuba pursuant to the Lease.

18. Expenses, etc. Whether or not the transactions contemplated by this Agreement shall be consummated, Kassuba will pay all expenses and disbursements incurred by Hancock in connection with any of such transactions (including, without limitation, the cost of all inspections by Hancock of the Property and the Improvements and of attendance by Hancock's representatives at conferences away from Hancock's home office and at the Closing) and will also pay the cost of the survey and title policy (including cost of title examination) referred to in sections 12.2 and 12.4 hereof, respectively, any commissions payable to brokers or other intermediaries, all fees, expenses and disbursements of special counsel for Hancock, all printing costs, all documentary, stamp and similar taxes, all recording fees and taxes and all other costs in connection with any of such transactions.

19. Provisions to Survive Closing. All agreements, obligations, representations and warranties made by Kassuba shall survive the execution and delivery of this Agreement, any investigation at any time made by Hancock or on its behalf, and the execution and delivery of the Instruments of Conveyance and the Lease and payment of the Purchase Price. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Kassuba in connection with the transactions contemplated hereby shall constitute representations and warranties by Kassuba hereunder.

20. Waiver, Modification, etc. No failure on the part of Hancock at any time to require the performance by Kassuba of any of the provisions of this Agreement shall in any way affect Hancock's rights hereunder to enforce the same, nor shall any waiver by Hancock of any provision hereof be taken or held to be a waiver of any other provision hereof or of any breach hereof. No right under this Agreement may be waived and no modification or amendment of this Agreement may be made except by a written agreement executed by the party or parties involved.

21. Notices, etc. All notices and other communications herein provided for shall be in writing and shall be mailed by registered mail, postage prepaid, or delivered, if to Kassuba, at his office as set forth at the beginning of this Agreement (or at such other address as Kassuba may have specified in writing to

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