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Agreement for a period of thirty (30) days after receipt of any notice specifying such failure, then and in any of such events, this Option Agreement shall be deemed cancelled and terminated and of no further force and effect and the parties hereto shall have no further rights against each other under this Agreement.

9. This Option Agreement represents the entire agreement between the parties hereto concerning the Options and right of first refusal and specifically supersedes any offer, proposal, statement or other representation, whether written or oral, made by or for either party in connection with the negotiation of the terms hereof and shall not be modified or amended except pursuant to a written agreement signed by all parties hereto.

10. The Optionor acknowledges that the Optionee is a Massachusetts Business Trust and all persons dealing with the Optionee must look solely to the property of this Optionee for the enforcement of any claims against this Optionee. Neither the Trustees, officers, agents nor shareholders of the Optionee assume any personal liability in connection with its business or assume any personal liability for obligations entered into on its behalf.

11. Optionor warrants and represents to Optionee that, for as long as this Agreement is outstanding:

(a) Optionor will not incur any liabilities except in the ordinary course of business of ownership, operation and maintenance of the Premises or otherwise approved by MGI;

(b) There will be no proceedings pending or threatened against Optionor which would affect the Options granted to Optionee hereunder or render it impossible for Optionor or any partner to transfer to Optionee the Premises; and

(c) Optionor agrees to indemnify and hold harmless Optionee against any liens (other than those permitted under the Mortgage), actions, suits, proceedings or investigations pending or threatened at Closing, at law or in equity, against Optionor or any partner or sub-partner thereof, affecting title to or income from the Premises, before any federal, state or municipal court or governmental department, commission, board, bureau, agency or other instrumentality having jurisdiction over the Premises which would materially affect the Premises or the operation thereof or any Partnership Interest, upon Optionor becoming the owner of, or of any interest in, the Premises or such Partnership Interest other than those incurred in the ordinary course of business of ownership, operation and maintenance of the Premises.

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