

immediately returned by Seller to Purchaser and this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. In the event Purchaser 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 Purchaser under the terms and provisions of this Agreement, Seller's sole remedy for any such default shall be to retain the Option Consideration as full liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever.

14. Assignment. Purchaser shall not assign this contract or make any sublease of the subject property, without on each occasion obtaining the prior written consent of Seller, it being understood and agreed that Seller shall not unreasonably withhold such consent.

15. Possession of Property. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

16. Condemnation. In the event the Property or any portion or portions thereof shall be taken or condemned by any governmental authority prior to the Closing Date, Purchaser shall have the option of either (i) terminating this Agreement by giving written notice thereof to Seller, whereupon the Option Consideration shall be immediately refunded by Seller to Purchaser and this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion of the Property not so condemned to Purchaser pursuant to the terms and provisions hereof on a pro-rated basis. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority. Purchaser hereby agrees that his intention in executing this agreement does not include a desire to profit from an increase in the per acre price as provided in Paragraph