

county in which the Option Property is located setting forth such of the terms and conditions of this Agreement, other than the purchase price, as either party may reasonably request.

18. Relationship of the Parties. The relationship of the parties hereto is solely that of purchaser and seller. In no event shall the purchaser and the seller be deemed partners or joint venturers and the purchaser shall have no obligations with respect to the Property except to the seller and then only as herein specifically provided. No party other than the seller, the purchaser and purchaser's successors and assigns shall have any rights under or interests in this Agreement and no party may rely upon any of the provisions herein set forth except as may be expressly consented to by both the purchaser and the seller.

19. Further Documents. The seller agrees to execute, acknowledge and deliver or cause to be delivered such other deeds, documents, affidavits and certificates as may be reasonably necessary and required by the purchaser from time to time to confirm this Agreement, in such form and substance as shall be reasonably satisfactory to counsel for the purchaser. The provisions of this Article shall survive the Closing and the transfer of the Property by the seller, and the parties shall reaffirm such survival in writing at Closing.

20. Miscellaneous. This Agreement (including all exhibits annexed hereto), contains the entire agreement between the parties hereto with respect to the Property and supersedes all prior understandings, if any, whether written or oral, with respect thereto. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application thereof shall not be affected thereby. Time is of the essence of this Agreement and each and every provision hereof. The failure of purchaser to insist upon the strict performance of any provision of this Agreement, or the failure of purchaser to exercise any right, option or remedy hereby reserved shall not be construed as a waiver for the future of any such provisions, right, option or remedy or as a waiver of a subsequent breach thereof. Except as may be otherwise specifically set forth in this Agreement, all representations, warranties, covenants, agreements or obligations of the seller shall survive the Closing and the transfer of the Property by the seller. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing and signed by the party to be charged. Whenever used herein the term "seller" shall, for purposes of executing documents and instruments contemplated hereby, include all other persons including, but not limited to, spouses, whose signatures may be required to divest such persons of all right, title and interest which they may have in the Property or any portion thereof. This Agreement may not be modified, terminated or amended nor any of its provisions waived except by a written instrument signed by the party to be charged. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, legal representatives, successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute but one and the same instrument. The captions and headings used in this Agreement are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.