

of written notice of such defect (which time period shall extend the date for closing referred to in Paragraph 4 of this Agreement), the Optionee shall have the option to:

(a) Accept such title as the Optionor can convey with diminution in the purchase price for reasonable costs to have the defect in the title removed, including the court costs and reasonable legal fees therefor; or,

(b) Receive the return of the sum of monies paid for this Option and the same shall terminate and become null and void.

11. INSPECTION.

Upon the exercise of this Option, Optionee, its agents or representatives, at Optionee's expense and at reasonable times, shall have the right to enter upon the property for the purpose of inspecting, examining, testing and surveying the property. Optionee assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this paragraph and agrees to hold Optionor and Optionor's heirs, devisees and personal representatives harmless for any damages resulting therefrom.

12. NO BROKERS.

Optionor warrants that there are no real estate brokers involved in this transaction and agrees that, in the event that any real estate broker recovers any commission as a result of this transaction, Optionor will be responsible for such commission and any costs incurred by Optionee.

13. NOTICES.

All notices sent or required to be sent by either party to