ARTICLE 22 – NO WARRANTY OF TITLE

MERGED WITH OTHER LEASE PROVISIONS – THIS ARTICLE

WILL NO LONGER EXIST.

EXISTING LEASE LANGUAGE

Notwithstanding any provisions to the contrary in this Lease, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either expressed or implied. It is expressly agreed that the Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor.

AUGUST DRAFT LANGUAGE

(A) Notwithstanding any provision herein to the contrary, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either expressed or implied. It is expressly agreed that Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor. Lessee represents that it has investigated title to the Leased Premises and is satisfied with such title as Lessor may have. Lessor hereby disclaims any covenant of quiet enjoyment or peaceful possession of the Leased Premises. MOVED TO ARTICLE 17 – TITLE DISPUTES

(B) Lessor makes no warranties as to the condition of the Leased Premises and Lessee accepts the Leased Premises “AS IS”. Lessor has no obligation to make any repairs, additions or improvements to the Leased Premises, and Lessor does not warrant the suitability of the Leased Premises for any purposes intended by Lessee or contemplated by this Lease. MOVED UNDER RECITALS IN LEASE FORM.

PROPOSED RE-WRITE (TRACK CHANGES)

No changes are proposed.