

1 **ARTICLE 22 – NO WARRANTY OF TITLE**

2 **MERGED WITH OTHER LEASE PROVISIONS – THIS ARTICLE**

3 **WILL NO LONGER EXIST.**

4 **EXISTING LEASE LANGUAGE**

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

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10 **AUGUST DRAFT LANGUAGE**

11  
12 (A) Notwithstanding any provision herein to the contrary, this Lease is granted and accepted without  
13 any warranty of title and without any recourse against Lessor whatsoever, either expressed or  
14 implied. It is expressly agreed that Lessor shall not be required to return any payments received  
15 hereunder or be otherwise responsible to Lessee therefor. Lessee represents that it has  
16 investigated title to the Leased Premises and is satisfied with such title as Lessor may have.  
17 Lessor hereby disclaims any covenant of quiet enjoyment or peaceful possession of the Leased  
18 Premises. **MOVED TO ARTICLE 17 – TITLE DISPUTES**

19  
20 (B) Lessor makes no warranties as to the condition of the Leased Premises and Lessee accepts the  
21 Leased Premises “AS IS”. Lessor has no obligation to make any repairs, additions or  
22 improvements to the Leased Premises, and Lessor does not warrant the suitability of the Leased  
23 Premises for any purposes intended by Lessee or contemplated by this Lease. **MOVED UNDER**  
24 **RECITALS IN LEASE FORM.**

25  
26 **PROPOSED RE-WRITE (TRACK CHANGES)**

27  
28 No changes are proposed.  
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