

applicable Law or provision thereof which is prohibited by Law from being waived. The parties hereto represent that they have had an adequate opportunity to review the preceding waiver provision, including the opportunity to submit the same to legal counsel for review and comment and after consultation with an attorney of their own selection voluntarily consent to this waiver, and understand the rights being waived herein.

19.15 Not to be Construed Against Drafter. The parties acknowledge that they have had an adequate opportunity to review each and every provision contained in this Agreement and to submit the same to legal counsel for review and comment, including without limitation the waivers and indemnities in Articles 4.3, 5.3, 8, 9, 19.3, 19.6 and 19.14. Based on said review and consultation, the parties agree with each and every term contained in this Agreement. Based on the foregoing, the parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

19.16 Tax Deferred Exchange Election. Either party, at its sole costs may elect to structure the conveyance of the Properties as part of an exchange under Article 1031 of the Internal Revenue Code of 1986, as amended. The parties agree to execute all documents, conveyances or other instruments necessary to effectuate an Article 1031 exchange. In no event shall any exchange contemplated by this provision delay the Closing Date.

19.17 Conspicuousness of Provisions. The parties acknowledge that the provisions contained in this Agreement that are set out in "bold" satisfy the requirement of the express negligence rule and any other requirement at law or in equity that provisions contained in a contract be conspicuously marked or highlighted.

19.18 Execution in Counterparts. This Agreement may be executed in counterparts, which shall when taken together constitute one (1) valid and binding agreement.

19.19 Entire Agreement. This Agreement and the Confidentiality Agreement supersede all prior and contemporaneous negotiations, understandings, letters of intent and agreements (whether oral or written) between the parties relating to the Properties and constitute the entire understanding and agreement between the parties with respect to the sale and purchase of the Properties.