

3.3 Preferential Rights To Purchase. Buyer's good faith allocation of the Purchase Price as set forth in Exhibit "A-1" shall be used by Seller to provide any required preferential purchase right notifications. If, prior to Closing, a holder of a preferential purchase right notifies Seller that it intends to exercise its rights with respect to a Property to which its preferential purchase right applies (as determined in accordance with the agreement in which the preferential purchase right arises), the Property covered by said preferential purchase right shall be excluded from the Properties to be conveyed to Buyer, and the Purchase Price shall be reduced by the value allocated to said Property in Exhibit "A-1". Buyer acknowledges and agrees that Seller shall determine (in its good faith judgment) the extent of the preferential purchase rights encumbering the Properties, and said determination shall be used by Seller to provide the preferential purchase right notifications. If the holder of the preferential purchase right fails to consummate the purchase of the Property subject to the preferential purchase right, Seller shall promptly notify Buyer. Within ten (10) Business Days after Buyer's receipt of such notice or Closing, whichever is later, Seller shall sell to Buyer, and Buyer shall purchase from Seller, such Property under the terms of this Agreement for a price equal to the value allocated to such Property in Exhibit "A-1". Notwithstanding the foregoing, Buyer shall have no obligation under this Agreement or otherwise to purchase the Property if Buyer is not notified of the preferential purchase right holder's failure to consummate the purchase of the Property within ninety (90) Days following Closing. Seller will use reasonable efforts to send out the applicable preferential right to purchase notices within five (5) Days after the date this Agreement is executed; provided however, Seller shall not have the obligation to send out notices with respect to the Northwest Mutual Life Insurance Company partnership interest until the applicable consent is received.

ARTICLE 4. TITLE REVIEW

4.1 Review of Title Records. Upon execution of this Agreement, Seller shall make available to Buyer during reasonable business hours Records in Seller's possession relating to the title to the Properties. Buyer shall be entitled to review said title Records. Buyer shall have the right to reasonably request copies of any and all such title Records and upon such request, Seller shall provide the requested copies to Buyer at Buyer's expense.

4.2 Alleged Title Defects. As soon as reasonably practicable (and on an ongoing basis), but in no event later than ninety (90) Days after Closing, Buyer shall notify Seller of any Properties which are subject to Alleged Title Defect(s). Buyer's notice asserting Alleged Title Defect(s) shall include a description and full explanation (including any and all supporting documentation associated therewith) of each Alleged Title Defect being claimed and a value which Buyer in good faith attributes to curing the same. Seller, during said ninety (90) Day period, shall have the right to notify Buyer of any increases in Net Revenue Interest or decreases in Working Interest in the Properties and request a corresponding adjustment. Buyer and Seller shall meet from time to