

SECTION 9. DEFAULT.

9.1. In the event that Sellers cannot convey to Buyer title to the Easement Area as required under this Agreement, Buyer shall:

- i) Permit Sellers to take any action necessary to perfect its title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title,
- ii) Extend Closing until such action is completed, but no longer than ninety (90) days from the Sellers receipt of notice from Buyer of such defect(s) to the title.

In the event that Sellers fail to cure the defect(s) to title within that ninety (90) day period, then and only then shall Sellers be in default of its obligations to convey title to the Easement Area under this Agreement.

9.2. Subject to Section 10.1, in the event that Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers under this Agreement, Buyer shall be entitled after such default to:

- i) Waive any failure to perform in writing,
- ii) Terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination,
- iii) Exercise any and all rights and seeks any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.

9.3. In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Sellers shall be entitled, after such default, to:

- i) Waive any failure of performance in writing,
- ii) Terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination.

SECTION 10. GENERAL PROVISIONS.

10.1. This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.

10.2. The parties hereto further agree that this Agreement is expressly contingent upon the Maryland State Board of Public Works ("Board of Public Works") approving the Project Agreement ("Project Agreement") submitted by the Maryland Department of Natural Resources Program Open Space. In the event the Board of Public Works fails to approve this Project Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Sellers, and the parties shall have no further obligation to each other.