

may elect to cancel this Agreement by written notice, whereupon Purchaser and Seller shall then have no further duty, obligation, financial or otherwise, or liability hereunder to each other.

12.2 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Purchaser's default (when not otherwise provided for herein to the contrary, a failure by Purchase to execute, act, implement, comply or carry out any provision of this Agreement when the provision requires Purchaser to so do) hereunder, any monies paid by Purchaser to Seller shall be kept by Seller and considered by Seller and Purchaser to be full and complete liquidated damages to Seller for Purchaser's default hereunder. Further, Seller shall have no further duty, obligation, financial or otherwise, or liability hereunder to Purchaser.

13.  
NOTICES

Purchaser may give oral notice, followed by notification in writing, to Seller of the place and Closing Date of this transaction. All other notices (which includes acceptances and consents) given under and pursuant to this Agreement shall be in writing and given by depositing the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery or transmitted via a nationally recognized overnight courier service (e.g. Federal Express, United Parcel Service). Notices shall be addressed to the party to be notified at the address first set forth hereinabove. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices shall be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given shall be deemed a delivery of the notice on the date when postmarked. A notice or other communication not given as herein provided shall only be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other persons to whom they are required or permitted to be given.

14.  
ASSIGNMENT

This agreement is personal to Purchaser and may not be transferred or assigned by Purchaser without the prior written consent of Seller.

15.  
REAL ESTATE BROKERS AND ATTORNEYS

Each party represents to the other party that such party has not engaged the services of any broker, realtor, or other agent in regard to this Agreement.

16.  
GENERAL PROVISIONS OF THIS AGREEMENT

16.1 All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

16.2 All time limits stated herein are of the essence of this offer and Agreement.