

with the deed restrictions applicable to Archery Plaza.

8.3.6 In the event that, notwithstanding Purchaser's best efforts, as required pursuant to Section 8.3.1(i) hereof, the Approvals are granted subject to a requirement that:

(i) the Project must include non-Market Rate Units (either on-site or off-site), the parties agree that the Purchase Price shall be reduced by an amount equal to the Affordable Housing Contribution Amount multiplied by Seller's Pro-Rata Share of the number of non-Market Rate Units required by the Approvals to be included in the Project; or

(ii) Purchaser must pay an Affordable Housing Contribution Amount, the parties agree that the Purchase Price shall be reduced by an amount equal to Seller's Pro-Rata Share of the Affordable Housing Contribution Amount required to be paid by Purchaser.

8.3.7 Purchaser, at its sole option exercised in writing, may affirmatively waive the contingency contained in this Section 8.3 at any time prior to the termination of this Agreement; provided, however, that the deed transferring the Property to Purchaser shall contain a deed restriction that provides that the Property must be utilized for multi-family purposes only; and provided further, however, that the Board of Trustees of Seller shall reserve the right to modify such deed restriction.

#### 8.4 Access.

8.4.1 During the pendency of this Agreement, Purchaser shall be permitted full access to the Property. Purchaser's agents, contractors, surveyors, planners, inspectors, or any similar third parties reasonably required by Purchaser for the satisfaction of the terms of this Agreement ("Purchaser's Agents") shall be permitted reasonable access to the Property for reasonable purposes during the pendency of this Agreement. The activities of Purchaser and Purchaser's Agents at the Property shall be undertaken to avoid interference with and to minimize disturbance to the use of the Property, and such activities shall be undertaken so that any work done by Purchaser and Purchaser's Agents at the Property shall be performed in a safe and workmanlike manner and in accordance with all applicable laws and regulations. Purchaser shall exercise due care in the manner in which rights granted to it hereunder are exercised. Purchaser shall diligently proceed with its access in a reasonable manner so that Seller will not be inconvenienced any more than is absolutely necessary.