

as prepaid interest under the provisions of that certain Purchase Money Note (the "Note") in the principal sum of \$1,599,968.00 and executed by Buyer which, with the cash and note referred to in Paragraph 14, represents the balance of the Purchase Price; (iii) the Note; (iv) ~~Deed of Trust, Mortgage or other Instrument~~ ("Purchase Money Mortgage") executed by Buyer and encumbering the Property as security for the Note; (v) Trust Agreement of Kusmiersky Children Trust I ~~First Amendment to and Restatement of Certificate of Limited Partnership,~~ which you are authorized and instructed to file or record, as appropriate, if you deem necessary, in the county where the Property is located concurrently with the other documents to be recorded pursuant to Paragraph 2 below; and (vi) funds and any other instruments required by Buyer necessary to place title to the Property in the condition called for in Paragraph 2 below, except that Buyer shall not under any circumstances be required to pay funds for the release of or to assume in writing the obligations of any deed of trust, mortgage, lease, lien or other encumbrance of record.

(b) Seller will hand to you or caused to be handed to you the following: (i) A Warranty Deed from John Hancock Mutual Life Insurance Company to Buyer conveying the Property subject to the Lessee's interest in the leasehold estate created under the lease ("Lease") referred to as Item 3(f) of Exceptions in the Preliminary Title Report referred to in Paragraph 2 below; (ii) Warranty Deed from Seller to Buyer conveying fee title to the