

(b) If any of the foregoing conditions have not been satisfied as of the Closing Date, then the purchaser may cancel and rescind this Agreement by written notice to the seller, whereupon the purchaser shall be entitled to a prompt refund of all earnest money/paid by the purchaser, and all other sums

6. Documents. At the Closing the seller shall deliver to the purchaser:

(a) Deed. A general warranty deed duly executed and acknowledged by the seller in proper form for recording in the state and county in which the Property is located conveying to the purchaser the fee simple title to the Property together with all easements, rights of way, appurtenances and other rights and benefits thereunto belonging, subject only to the Permitted Encumbrances which deed shall be in a form satisfactory to the Title Company.

(b) Opinion of Seller's Attorney. An opinion from seller's attorney in form and substance acceptable to the purchaser.

(c) Certificate. A certificate duly executed by the seller stating that (i) as of the Closing Date all of the representations and warranties of the seller set forth in this Agreement are true and correct with the same force and effect as if made on the Closing Date, (ii) the covenants and agreements of the seller have been observed and complied with and have not been breached or violated, and (iii) all of the conditions to the Closing have been complied with.

(d) Affidavits. Such affidavits, certificates or other instruments with respect to the Property or the seller as the Title Company may reasonably request.

If obtainable

(e) Government Compliance. a letter from the applicable governmental authorities stating, among other things, that the Property does not violate any zoning, subdivision, or other legal requirements or certificates of occupancy of such governmental authorities, that the Property does not constitute a non-conforming use and that there are no known violations of zoning, building or other legal requirements in connection with the Property.

(f) Mortgagee Estoppel Certificate. An estoppel certificate in form and substance acceptable to purchaser from the holder of each of the promissory notes and deeds of trust described on Exhibit B hereof, dated not more than twenty (20) days prior to the Closing Date.

(g) Further Documents. All other documents and information required to be delivered by the seller pursuant to any other provisions of this Agreement.

(h) Owner's Policy. The Owner's Policy, which shall be obtained at seller's sole cost and expense.

(i) Corporate Resolutions. Corporate resolutions of seller in form and substance satisfactory to purchaser evidencing seller's authority to consummate the transactions contemplated by this Agreement.

7. Expenses. The purchaser shall pay its attorney's fees and the cost of recording the general warranty deed. The seller shall pay all other applicable costs and expenses incurred in