

10. Judgment Search. If a search of the title to the Property discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser such affidavits as may be required by the Title Company showing that such judgments, bankruptcies or other returns are not against the seller.

11. Risk of Loss. Between the date hereof and the Closing Date, the risk of ownership and loss of the Property shall belong solely to the seller. If, prior to the Closing Date, all or any portion of the Property is condemned, damaged by fire or by any other cause of any nature, the seller shall promptly give the purchaser notice of such taking or damage setting forth in reasonable detail the cause, nature and extent of such taking or damage and the Closing Date shall be extended a sufficient period of time, if necessary, to allow the purchaser to exercise its rights set forth in this Agreement. Within sixty (60) days after receipt of notice (whether such notice is received from the seller or otherwise) of such taking or damage, but in no event prior to the Closing Date, the purchaser shall have the option to require the seller either (a) to convey the Property on the Closing Date to the purchaser in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement, and to assign to the purchaser all of the seller's right, title and interest in and to any claims the seller may have under the insurance policies, condemnation awards and/or any causes of action with respect to such taking of or damage to the Property and to pay to the purchaser by certified or bank check all payments theretofore made under such insurance policies or by such condemning authorities or (b) terminate this Agreement.

12. Costs Prior to Closing. Between the date hereof and the Closing, the seller shall pay any and all costs, charges, fees and expenses arising by reason of the seller's operation, management or ownership of the Property, the protection thereof, the maintenance of all existing permits, the compliance with the requirements of this Agreement, the Permitted Encumbrances and with all applicable legal requirements.

13. As-Built Survey. Within fifteen (15) days after the execution and delivery of this Agreement by purchaser and seller, the seller shall deliver to purchaser a as-built survey of the Property (the "Survey"). ~~prepared no earlier than thirty (30) days prior to the execution and delivery of this Agreement by purchaser and seller. The seller shall, at seller's cost and expense, cause to be shown on the survey a metes and bounds description of the boundary lines of the Property, the location of all improvements, the location of all utility lines, facilities and components on the Property, all curb cuts between the Property and all adjoining streets or roads, flood prone, flood plain or flood hazard areas, if any, as established by the U. S. Department of Housing and Urban Development or, if none, a statement to that effect on the survey, all easements, reservations and restrictions affecting the Property, all parcels described in any of the deeds of trust set forth on Exhibit B hereof and such other matters as the purchaser may reasonably request. The Survey shall be prepared by a reputable land surveyor or engineer, reasonably acceptable to purchaser, registered as such under the laws of the state in which the Property is located and shall be recordable in the county in which the Property is located.~~