

8.2. Deliveries by Buyer at Closing. At Closing, Buyer shall deliver to Seller through Escrow the following:

8.2.1. The Purchase Price, which will be paid in full at Closing payable to Title Company by Buyer's check; and

8.2.2. Such additional documents as Seller or Escrow Agent may reasonably require to effectuate the purchase.

8.3. Deliveries by Seller at Closing. At Closing, Seller deliver to Buyer through Escrow the following:

8.3.1. An executed Warranty Deed in the form of **Exhibit C**;

8.3.2. A Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit B** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit B**, all monetary liens and encumbrances on the Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance; and

8.3.3. Such additional documents as Buyer or Escrow Agent may reasonably require to effectuate the Purchase.

8.4. Delivery of Possession. Seller shall deliver keys to the structures on the Property to Buyer at Closing.

8.5. Security Interests. Monies payable under this Agreement may be due holders (the "Lienholders") of certain notes secured by mortgages or deeds of trust, up to and including the total amount of unpaid principal, interest and penalty on the notes, if any, and will, upon demand by the Lienholders, be paid to the Lienholders. Seller shall obtain from the Lienholders releases for any fee transfer.

9. **Occupancy Agreement.** The Parties agree that Seller retains the right, after Closing, to continue to occupy the Property. Seller's continued occupancy of the Property will benefit both parties. Buyer will benefit from Seller providing interim security and protection of the Property until Buyer is able to proceed with repurposing of the Property.