

not eliminate or satisfy such objections. If Seller fails or makes an election not to have the Purchaser's objections removed or satisfied to Purchaser's commercially reasonable satisfaction prior to Closing, then Purchaser shall have the right (i) to terminate this Agreement by written notice to Seller or (ii) to waive said objections and proceed to Closing, in which case said matters (other than the Cure Items) shall become permitted title matters.

## 10. CLOSING

10.1 The Closing Date of this transaction shall be on or before the sixtieth (60th) day following the date hereof. The Closing Date, and the time and place of Closing, shall be designated by Purchaser, and notice thereof shall be given to Seller not less than seven (7) days prior to the designated Closing Date. Purchaser may designate the attorney who will conduct the Closing (hereinafter referred to as the "closing attorney"), and said closing attorney shall represent Purchaser at the Closing.

10.2 Subsequent to or at Closing, Seller and Purchaser shall respectively pay the following costs and expenses, hereinafter referred to as "expenses":

10.2.1 Seller shall pay the following expenses:

- (a) Fees of the Seller's attorney; and
- (b) All other expenses actually incurred by Seller related to this transaction.

10.2.2 Purchaser shall pay the following expenses:

- (a) Fees and expenses of Purchaser's attorney(s) and closing attorney; and
- (b) Fee for examination and certification of the title to the Property; and
- (c) Fee and premium to a title insurance company for the commitment and any issued owners title insurance policy; and
- (d) Expenses for filing and recording the Quitclaim Deed and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and
- (e) The expenses of any inspection, appraisal or field survey (or resulting plat of survey) of the Property obtained by Purchaser;
- (f) Any other expenses actually incurred by Purchaser related to this transaction; and
- (g) Any tax or utility proration.

10.3 At the Closing, Seller and Purchaser shall each deliver to the other the following: