

4. Notwithstanding damage to or destruction or condemnation of said property, or any portion thereof, the sale contemplated hereunder shall be consummated at such time as Seller shall tender title to Buyer. In event of damage, destruction, or condemnation, the condemnation award, if any, and any insurance proceeds from any casualty insurance covering the premises carried by the Buyer, as Lessee under the terms of the Sublease Agreement referred to in Section 4 hereinabove, shall be the property of Buyer.

5. The conveyance of title shall be by means of the usual general warranty deed which shall be in the proper statutory form for recording. Said deed shall be duly executed, acknowledged, and the revenue stamps in the proper amount affixed thereto by Seller, at Seller's expense, in order to convey to Buyer title to the property in fee simple.

6. Seller agrees to provide Buyer with a standard form policy of Title Insurance at the time title to said property is conveyed to Buyer.

7. No articles of personal property attached or appurtenant to said property or used in connection with the operation of Seller's business now being conducted upon said property are included in this sale and Seller may, prior to the giving of possession to Buyer, remove all or any part of its personal property from said property. Provided, however, any personal property left upon said property after Seller shall vacate and give possession to Buyer shall become the property of Buyer.

8. Buyer represents that he has fully inspected the property and agrees to purchase said property in its present condition including any changes in the conditions of same which may occur between the date of this agreement and the time that Seller shall convey title to said property unto Buyer, it being understood that except as specifically set forth herein, Seller has made no warranties or representations pertaining to said property, the condition thereof, or any other matter pertaining to said property.

Buyer *[Signature]*
 Seller *[Signature]*

4328 RV-2