

10.3.1 Purchaser shall tender to Seller the Purchase Price in the manner set forth in subsection numbered 10.4 hereof, together with any documents as may be reasonably required to carry out the terms, covenants, conditions, and intent of this Agreement.

10.3.2 Seller shall deliver to Purchaser the following:

(a) A Quitclaim Deed conveying to Purchaser all of Seller's right, title and interest in and to the Property, using the legal description contained therein to be verbatim as set forth in EXHIBIT "B" attached hereto; and

(b) If Seller obtains a survey during the Review Period, a Quitclaim Deed in form and substance satisfactory to Seller and Purchaser conveying to Purchaser the Property using the legal description set forth in such survey; and

(c) An owner's affidavit executed by a designated official of Seller, sufficient to, among other things, enable Purchaser to have deleted from its owners title insurance policy any exception for unfiled mechanics' and materialmen's liens; and

(d) If requested, a copy of official records of Seller authorizing execution of the Quitclaim Deed and other instruments, documents and legal pleadings necessary to implement and finalize this transaction; and

(e) A State of Georgia Real Estate Transfer Tax Declaration; and

(f) Any other documents as may be reasonably required to carry out the terms, covenants, conditions, and intent of this Agreement.

10.4 At the Closing, Purchaser shall tender to Seller a check, payable to Seller in the amount of the Purchase Price, less the amount of any prorations and closing costs chargeable to Seller, or at Seller's sole election, cash equivalent payment by wire or other means acceptable to both Seller and Purchaser.

## 11.

### DELIVERY OF POSSESSION

At the Closing, Seller will deliver to Purchaser possession of the Property in the same condition (excepting normal wear and tear) as the Property exists on the date hereof, together with all keys and combinations to the Property and all improvements located thereon.

## 12.

### DEFAULT

12.1 If, following Purchaser's acceptance of this offer, the transaction contemplated by this Agreement is not consummated on account of Seller's default (when not otherwise provided for herein to the contrary, a failure by Seller to execute, act, implement, comply or carry out any provision of this Agreement when the provision requires Seller to so do) hereunder, then Purchaser