

Section 2. Terms of Conveyance and Settlement.

(a) Closing. The closing of the sale of the Property hereunder shall be held at such time, not less than sixty (60) or more than two hundred seventy (270) days after the Optionor receives BKC's notice of exercise, as may be designated by BKC.

(b) Title to be Conveyed. If (i) the Property is a Fee Property, or (ii) the Property is a Ground Leased Property and the Optionor has as of the date of sale hereunder acquired the fee title to the land and the Ground Lease was thereby terminated, then the Optionor shall convey the fee title thereto by a deed with covenant against grantor's affirmative acts (other than acts consented to, or requested by, BKC) and subject to the matters described in Section 2(c). If the Property is a Ground Leased Property, the Optionor shall convey, assign and transfer all of its right, title and interest in the Ground Lease by an assignment, and shall convey title to the building and improvements located on the land leased under the Ground Lease by a deed in the form called for by the preceding sentence and subject to the matters described in Section 2(c).

(c) Encumbrances. The Property will be conveyed subject to (i) the Lease as defined in the PMA (which will be assigned to BKC), (ii) such encumbrances as existed at the time the Optionor acquired the Property from G & T Trading Company (or from the ground lessor under the Ground Lease,

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