

retain: (a) copies of any or all such Records. (b) originals of any Records required in connection with litigation or other proceedings pending or threatened against Seller and associated with the Properties. (c) originals of any Records required in connection with title or environmental due diligence. (d) originals of any Records required in connection with the Final Accounting Settlement. (e) originals of any Records required in connection with any transition activities. and/or (f) originals of any Records associated with any retained properties or interests. Any and all original Records retained by Seller shall be furnished to Buyer within thirty (30) Days after Seller's reasonable need for said Records ceases. Buyer agrees to maintain the Records received from Seller in accordance herewith for a period of seven (7) years after the Closing and shall afford Seller full access to the Records as reasonably requested by Seller. If Buyer desires to destroy the Records, or any portion thereof, it shall notify Seller prior to such destruction, and provide Seller the opportunity to take possession of the same.

**19.5 Further Assurances.** From and after Closing, at the request of Seller but without further consideration, Buyer will execute and deliver or use reasonable efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Seller reasonably may request to more effectively put Seller in possession of any property which was not intended by the parties or should not have been conveyed by Buyer (including without limitation, reassignment from Buyer to Seller of any Properties which were conveyed in violation of a valid preferential right to purchase or consent to assignment). From and after Closing, at the request of Buyer but without further consideration, Seller shall execute and deliver or use reasonable efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Buyer reasonably may request to more effectively put Buyer in possession of the Properties. If any of the Properties are incorrectly described, the description shall be corrected upon proof of the proper description. From and after Closing, Buyer and Seller shall each execute, acknowledge and deliver to the other such further instruments and take such further action as may be reasonably requested in order to more effectively assure to the other the full beneficial use and enjoyment of the Properties and otherwise to accomplish the purposes of the transaction contemplated by this Agreement.

**19.6 Survival of Representations and Warranties.** The representations and warranties contained in Articles 10 and 11 of this Agreement shall terminate one (1) year after Closing. All other representations, warranties, indemnities, covenants and agreements contained in this Agreement shall survive the Closing indefinitely. The parties have made no representations or warranties, except those expressly set forth in this Agreement.

**19.7 Amendments and Severability.** No amendments or other changes to this Agreement shall be effective or binding on either of the parties unless the same shall be in writing and signed by both Seller and Buyer. The invalidity of