

AGREEMENT OF SALE

This Agreement of Sale of Real Estate dated December 4, 2009 between New River City Associates, LLC, whose address is 222 West Rittenhouse Square, Philadelphia, Pennsylvania 19103

("Sellers") AND

Buyer's name: _____ ("Buyer")

Buyer's Social Security No. or Tax ID No.: _____

Buyer's address: _____

Buyer's telephone number: _____ Cell Phone number: _____

Buyer's fax number: _____

Buyer's email address: _____

The words Buyer and Seller jointly and severally includes all buyers and sellers listed above.

1. SALE AND PURCHASE. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase the property described in this Agreement.

2. PROPERTY. The property to be sold consists of (a) the land and all the buildings, improvements, and fixtures on the land, if any; and (b) all of Seller's rights and obligations relating to the land. Together, these are referred to as the "Property." The Property to be sold 2.3 acres of improved land with building situate in the City of Philadelphia, County of Philadelphia, in the Commonwealth of Pennsylvania, also known as 1002-1052 Frankford Avenue, Philadelphia, Pennsylvania 19125-4116. The Property is also identified as BRT Parcel No. 88-4-035501.

3. PURCHASE PRICE.

High bid \$ _____
(the "Purchase Price").

4. PAYMENT OF PURCHASE PRICE. At the conclusion of the bidding at the Auction on _____, Buyer will pay the Purchase Price as follows:

Paid on account by guaranteed funds (bank cashier's check) \$ 100,000.00
and \$100,000 by personal or corporate check or cash, for a total Auction Day deposit of \$200,000.

The Balance of ten percent (10%) total (the "Deposit") by personal or corporate check or cash is due within five (5) days following the acceptance of the high bid by Seller.

_____ \$ _____

At settlement, in cash or by certified or bank cashier's check \$ _____

The Deposit will be held by Traiman Corporation ("Traiman") in a custodial escrow bank account until settlement. If settlement is completed in accordance with this Agreement, the principal amount of the Deposit and any interest earned on the Deposit will be credited to Buyer. If there is a dispute between Buyer and Seller over who is entitled to the Deposit, Traiman will not be responsible to resolve that dispute and will not be liable to either Buyer or Seller for

refusing to release the Deposit without an adequate written agreement between Buyer and Seller or a final order of a court of competent jurisdiction.

5. CASH TRANSACTION. The Buyer represents and warrants that Buyer presently has sufficient cash and assets to pay the Purchase Price in full. This Agreement is not contingent in any way upon Buyer obtaining a mortgage or any other type of financing to complete the purchase or selling any other property. If buyer does apply for a mortgage and the mortgage company requires inspections of the Property they must be done in a reasonable time and upon reasonable advance notice, and the cost of those inspections and repairs is the responsibility of the Buyer and not the Seller.

6. SELLER'S APPROVAL. Buyer acknowledges that under the terms and conditions of the auction sale at which said premises were offered at auction, that among the conditions announced was that this Agreement is subject to the approval of Seller. Pending such approval Buyer shall be bound by this Agreement with the same force and effect as if no such approval were required. If this Agreement is not approved by Seller by 3:00 PM, Wednesday, December 9, 2009, the deposit monies paid on account will be returned to Buyer, without interest, and this Agreement shall be deemed terminated, and shall become null and void, and Buyer shall have no further rights or claims of any kind against the Seller. Seller may approve this Agreement by signing this Agreement, and faxing the same to Buyer or depositing in the United States Mail, certified mail, and advising Buyer of such deposit by telephone.

7. FIXTURES AND PERSONAL PROPERTY.

(a) INCLUDED in this sale and Purchase Price are all existing items permanently installed in the Property and/or shrubbery, plantings and unspotted trees unless otherwise stated. Also included:

(b) LEASED items EXCLUDED (not owned by Seller): _____

(c) EXCLUDED fixtures and items: _____.

8. TIME AND PLACE OF SETTLEMENT. The settlement will take place within forty-five (45) days from the date of signed acceptance of this Agreement by Seller. Final settlement will be held in Philadelphia County, Pennsylvania at the local office of a Title Company representing the Buyer unless otherwise agreed upon between Buyer and Seller. Buyer will give Seller at least ten (10) days written notice of the date and place of settlement. The date of settlement is not extended by any other provisions of this Agreement and may only be extended by written agreement between Buyer and Seller. A violation of any restriction shall not be a reason for Buyer refusing to complete settlement as long as the title company insures the Buyer against actual loss at regular rates.

9. DATES/TIME IS OF THE ESSENCE. Seller and Buyer agree that all times and dates for performance of this Agreement are of the essence. This means that Seller and Buyer must perform what is required of them within the time limits set by this Agreement.

10. TRANSFER OF OWNERSHIP. At the settlement, Seller will transfer ownership of the Property to Buyer. Seller will give Buyer a properly executed deed (the “Deed”). A deed is a written document used to transfer ownership of property.

11. PREPARATION OF DOCUMENTS. CONVEYANCING EXPENSES. The Deed will be prepared, acknowledged and delivered by Seller, and recorded by and at the expense of Buyer. The deed must be presented by Seller to Buyer for examination and approval at least ten (10) days prior to the date fixed for the settlement. All other settlement expenses including, without limitation, title searches, title insurance, and cost of survey will be paid by Buyer. Buyer agrees to provide Seller with a copy of Buyer’s title insurance commitment at least twenty-one (21) days before the time fixed for the settlement.

12. TRANSFER TAXES/FEEES. Any and all real estate transfer taxes or fees imposed upon this sale will be borne by the Buyer.

13. ADJUSTMENTS AT SETTLEMENT. At the time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller reimbursing where applicable: all real estate taxes and assessments for the current year (in no event will Seller be charged with or responsible for any increase in the real estate taxes after settlement); rents; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered; Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement.

14. ‘AS IS’ SALE. Seller is selling the Property strictly “AS IS/WHERE IS” and hereby disclaims any and all representations or warranties whatsoever regarding the condition of the Property. Buyer acknowledges that no representation or warranty is made by Seller as to any structure, system, appliances, mechanicals or condition that may be thereon whatsoever, including, but not limited to, and water quality and septic system.

15. ENVIRONMENTAL ISSUES. An environmental site assessment and investigation of the property has been made available to Buyer prior to the auction. Buyer is purchasing with prior knowledge of and subject to the contents of said reports and not on any representation by Seller, his agents or employees, Traiman or any of its agents or employees as to the presence or absence of any hazardous or toxic substances on the Property.

16. DEFAULT. If Buyer fails to consummate the settlement as required by, and in compliance with the terms of this Agreement, Seller may either: (a) keep the Deposit as liquidated damages and not as a penalty (this means that Seller is conclusively presumed to have suffered damages in the amount of the Deposit and may keep the Deposit without proving those damages in court); or (b) apply the Deposit toward the Purchase Price and pursue any legal or equitable remedies available. In order to enforce the provisions of this Agreement against Buyer, Seller will not be required to formally offer (tender) to Buyer a deed to the Property if Buyer defaults in paying the balance of the Purchase Price. Buyer acknowledges that its waiver of any right it may have to prove that Seller has suffered actual damages in an amount less than the Deposit as set forth in clause 4 above is a material inducement to Seller entering into this

Agreement with Buyer and that were it not for that waiver, Seller would not have entered into this Agreement with Buyer.

17. INSPECTION BY SURVEYORS, ENGINEERS, APPRAISERS, AND/OR INSPECTORS. Seller agrees to permit visual inspections upon reasonable advance notice and proof of insurance, by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by Buyer's mortgage lender, if any, and insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement. Buyer has the right to attend all inspections. Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of this Agreement.

18. PRE-SETTLEMENT WALK THROUGH. Buyer reserves the right to make a pre-settlement walk-through inspection of the Property, provided however, that Buyer shall have no right to terminate this Agreement as a result of its pre-settlement inspection. Buyer's right to make this inspection is not waived by any other provision of this Agreement.

19. POSSESSION. Possession is to be delivered by Deed and physical possession to the Property.

20. CONDITION AND INSURABILITY OF TITLE AND COSTS.

(a) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, excepting however the following: such conditions as would appear on a current survey, subsurface conditions, above surface conditions, existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any, land use restrictions pursuant to property enrollment in a preferential tax program, if any (the "Permitted Exceptions") otherwise the title to the Property will be good and marketable and such as will be insured by a reputable Title Insurance Company licensed to do business in Pennsylvania at the regular rates.

(b) In the event Seller is unable to give good and marketable title and such as will be insured by a reputable Title Insurance Company licensed to do business in Pennsylvania at regular rates, as aforesaid, Buyer will have the option of taking such title as Seller can give without any reduction in the Purchase Price or being repaid all monies paid by Buyer to Seller on account of the Purchase Price in which event this Agreement will become void.

(c) Buyer will pay for the following:

(1) Title search, title insurance and/or mechanics lien insurance or fee for cancellation of same, if any;

(2) Flood insurance, fire insurance with extended coverage, and cancellation fees, if any;

(3) Buyer's customary settlement costs and charges.

(d) Promptly after the execution and delivery of this Agreement, Buyer shall order an ALTA preliminary title report for the Premises (the "Title Commitment"), together with copies of all instruments listed as exceptions therein. On or before the thirtieth (30th) day following the date of this Agreement ("Title Objection Date"), Buyer shall notify Seller of any objections to title which are not Permitted Exceptions identified in subsection (a) above, which are disclosed

in the Title Commitment (the “Title Objections”) and provide Seller with a copy of the Title Commitment and a copy of the survey, if ordered. If Buyer does not so notify Seller of any Title Objections on or before the Title Objection Date, then Buyer shall be deemed to have waived any objections to title and all matters shown on the Title Report shall be deemed Permitted Exceptions; provided however, that in no event shall any monetary lien in a fixed amount (e.g. a mechanics’, judgment, tax lien or any other lien or encumbrance caused by the act or omission of Seller) (collectively, “Liens”) be deemed a Permitted Exception and all such monetary liens shall be satisfied by Seller at or prior to Settlement. If Buyer notifies Seller on or prior to the Title Objection Date Title Objections, Seller shall, prior to Settlement, use commercially reasonable efforts to cure or remove such Title Objections. Seller shall be deemed to have satisfied any Liens created by prior owners of the Real Property if Seller delivers a letter of indemnity from Seller’s title insurance company to Buyer’s title insurance company regarding such Liens.

(e) If Seller is unable to transfer title as required by this Agreement, Seller shall have an additional sixty (60) days from the date fixed for settlement to correct any defect in title. If at the end of the additional sixty (60) days Seller is still unable to transfer title in accordance with this Agreement, Buyer may cancel this Agreement. If Buyer cancels this Agreement, Seller shall instruct Traiman in writing to pay to Buyer the entire amount of the Deposit held by Traiman, and this Agreement shall become void, and Seller shall not be liable for any other claim. In lieu of canceling this Agreement, Buyer may, however, accept such title as Seller can convey, without any reduction in the Purchase Price.

21. ZONING CLASSIFICATION. The current zoning classification for the property is Commercial 3 – C-3. Buyer agrees to purchase the Property in its present condition “as is”. Seller does not represent that the Property may be used for any particular purpose. Buyer may have to make application to City of Philadelphia in order to gain approval for future use of the Property, provided, however, that Buyer shall not be permitted to make any applications before closing without Seller's express written consent.

22. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging the property owners to pay for the improvement. All assessed charges against the Property for work completed before the date of this Agreement will be paid by Seller at or before the settlement. Seller shall not be liable for any work done or ordered done after the date of execution of this Agreement by any municipality, agency, or other public authority, or for any notice issued after the date of execution of this Agreement which directs any action to be done or not to be done on, in, or to the Property by any municipality, agency, or other public authority, and Buyer agrees to take title subject to any lien that may be recorded as a result thereof.

23. STATUS OF WATER. Seller represents that the Property is served by:

Public water; On-site water; Community water; None.

24. STATUS OF SEWER. Seller represents that Property is served by:

Public Sewer; Community Sewage Disposal System; Off-Property Sewage Disposal System; Individual On-Lot Sewage Disposal System; None.

25. PENNSYLVANIA SEWAGE FACILITIES ACT. THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE TO THE PROPERTY. Before any person may install, construct, or request bid proposals for construction, or alter an individual sewage system or construct, or request bid proposals for construction, or install or occupy any building or structure for which an individual sewage system is to be installed, an appropriate permit must be first obtained pursuant to Section 7 of the Pennsylvania Sewage, Facilities Act, Title 35, Pennsylvania Statutes Annotated, Section 750.7. Buyer should contact the local agency charged with administering the Pennsylvania Sewage Facilities Act before signing this Agreement in order to determine the procedure and requirements for obtaining a permit for an individual sewage system if one has not already been obtained. The local agency charged with administering the Act will be the municipality where the Property is located or the municipality working cooperatively with others.

26. INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN GIVEN THE OPPORTUNITY TO AND HAS ADEQUATELY INSPECTED THE PROPERTY AND/OR HAS WAIVED THE OPPORTUNITY TO MAKE SUCH AN INSPECTION. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS ENTERED INTO THIS CONTRACT AS A RESULT OF THE INSPECTION MADE BY BUYER AND NOT AS A RESULT OF ANY ADVERTISEMENT, HANDBILL, OR ANY OTHER REPRESENTATION, OR WARRANTY, EITHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, MADE BY SELLER, ANY OF ITS EMPLOYEES, REPRESENTATIVES, AGENTS, OR THE LIKE, ANY SELLING AGENT OR BY TRAIMAN. BUYER FURTHER AGREES THAT NEITHER SELLER NOR TRAIMAN SHALL BE RESPONSIBLE FOR ANY ERRORS IN ANY ADVERTISEMENT, HANDBILLS, OR ANNOUNCEMENT MADE BY SELLER OR TRAIMAN, NOR FOR ANY AGREEMENT, CONDITION, OR REPRESENTATION, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION REGARDING THE VALUE OF ANY REAL ESTATE, OR ANY STIPULATION, ORAL OR WRITTEN, NOT CONTAINED IN THIS CONTRACT. BUYER HAS MADE AN INDEPENDENT DETERMINATION OF THE VALUE OF THE PROPERTY AND HAS NOT RELIED ON ANY INFORMATION FROM SELLER OR SELLER'S AGENT(S) REGARDING THE PROPERTY'S VALUE.

27. PHYSICAL CONDITION OF THE PROPERTY. The Property has been vacant for a period of time and is being sold "As Is, Where Is" and "with all faults and defects", and Buyer acknowledges that Seller has not made and Buyer has not relied upon any representation or warranty regarding the Property. Seller does not make any claims or promises whatsoever about the Property including, without limitation, the condition or value of the Property. Neither Seller nor Traiman makes any representations as to the presence or absence of any hazardous or toxic substances on the Property.

28. FLOOD AREAS. The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the property may be limited. Seller makes no representation as to whether or not the Property, or any portion thereof, is in a flood area.

29. HIGHWAY ACCESS. Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

30. REAL ESTATE RECOVERY FUND. If the Buyer is being represented at the Auction by a licensed real estate agent, buyer is made aware that a Real Estate Recovery Fund has been established by the Commonwealth of Pennsylvania to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee as a result of fraud, misrepresentation, or deceit in a real estate transaction, if that person has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

31. PERFORMANCE OF DUTIES. For the purpose of the Auction Truiman is performing its duties solely under the rules and regulations set forth in the Auctioneer and Auction Licensing Act of the Commonwealth of Pennsylvania. For information call (717) 783-3397.

32. CONDEMNATION/TAKING OF THE PROPERTY BY EMINENT DOMAIN. If all or a material part of the Property is taken between the date of this Agreement and the date of settlement by the exercise of the power of condemnation/ eminent domain by any local, state, or federal body, Buyer shall complete settlement at the full Purchase Price and Seller shall assign to Buyer all of its rights to the condemnation/ eminent domain award or compensation.

33. RECORDING. Buyer shall not record this Agreement or any memorandum of this Agreement in any state, county, or municipal recording office. Any recording or attempt at recording will be deemed a breach of this Agreement and be null and void.

34. ASSIGNMENT. Buyer shall not assign this Agreement without the express prior written consent of Seller, which may not be unreasonably withheld by Seller. In the event that Seller consents to Buyer assigning its rights under this Agreement, any such consent shall in no way release Buyer or any person or entity claiming by, through, or under Buyer from any of its obligations under this Agreement. Further, in the event Buyer should name a nominee or assignee to take title hereunder or assign this Agreement to a third party, Buyer shall be solely responsible for any transfer taxes due on the assignment and any subsequent assignments and Buyer hereby agrees to indemnify, defend and hold harmless Seller from any claim, liability, loss, cost or expense (including costs of defending claims) with respect to such transfer taxes on such assignment or subsequent assignments. Such obligation shall survive termination of this Agreement or settlement hereunder.

35. ADVERTISING OF AUCTION. Buyer agrees that lot sizes, lot areas, lot plans, building descriptions, building locations, and equipment and contents of the buildings, shown or described in any circular or other advertisement of this sale may not be accurate. Buyer further agrees that Buyer is relying upon the description contained in or referred to in this Agreement, and upon his own inspection of the Property and not upon any other description or representation made by Seller or Seller's agents.

36. TRAIMAN AGENT ONLY. Traiman represents Seller and not Buyer, and Traiman's commission shall be paid by Seller in accordance with the Listing Agreement for the Sale of Real Estate between Seller and Traiman. Buyer warrants that Buyer has not dealt with any real estate agent, broker or salesperson other than Traiman, unless such person or entity previously registered with Traiman in accordance with Traiman's rules and regulations. Buyer covenants to indemnify, defend and hold Seller and Traiman harmless from and against claims of any person or entity for a real estate commission or other compensation arising out of Buyer's dealing with such other party.

37. ESCROWEE. It is understood and agreed that Traiman shall not be held liable by either Seller or Buyer for the performance or nonperformance of any provision of this Agreement, except to account for any Deposit paid to it. The obligation of this paragraph shall survive settlement.

38. CERTIFICATION OF NON-FOREIGN INTEREST. Seller is not a "foreign person" (as defined in Section 1445(f) of the United States Internal Revenue Code of 1954, as amended (the "Code")) and Seller will, at the Closing, furnish an appropriate affidavit to such effect in order that no withholding of tax will be required pursuant to Section 1445 of the Code.

39. RISK OF LOSS. Seller shall bear the risk of loss from fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of terminating this Agreement and promptly receiving all monies paid on account of the Purchase Price or accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller.

40. NOTICES. Except as otherwise provided, all notices to be given by either party to the other shall be in writing and delivered personally or sent by Certified Return Receipt First Class United States Mail, postage paid, by recognized overnight delivery service providing positive tracking of items (for example, Federal Express) to the address first written above or by receipted telephone facsimile to the facsimile number first written above. For all notices to Seller, a copy of such notices must also be sent to the following:

Douglas Clemens
Traiman Corporation
527 Plymouth Road – Suite 416
Plymouth Meeting, PA 19462-1641
Fax: (215) 799-0656

41. MISCELLANEOUS.

(a) All of the representations and warranties contained in this Agreement, all covenants, agreements, and indemnities made herein, and all obligations to be performed under the provisions hereof shall survive settlement.

(b) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

(c) Formal tender of an executed deed and purchase money is hereby waived.

(d) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(e) This Agreement, including any exhibits and addendums attached hereto, contains the whole agreement as to the Property between Seller and Buyer, and there are no other terms, obligations, agreements, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever, concerning this sale and purchase. This Agreement shall not be altered, amended, changed, or modified except in writing executed by the parties hereto.

(f) This Agreement shall be construed in accordance with the laws of Pennsylvania.

(g) Both parties to this Agreement have participated fully and equally in the negotiation and preparation hereof, and therefore, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.

(h) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Agreement that are transmitted electronically shall be valid for all purposes, however any party shall deliver an original signature on this Agreement to the other party upon request.

(i) Waiver of Trial by Jury. EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS AND/OR INSTRUMENTS EXECUTED IN CONNECTION HEREWITH, THE PROPERTY OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

(j) If any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the conflict of any provision with any constitution or statute or rule of public policy or for any other reason, such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provision herein contained invalid, inoperative or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy, but this Agreement shall be reformed and construed in any such jurisdiction or case as if such invalid, inoperative or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or in such case.

42. 1031 EXCHANGE. Buyer and Seller acknowledge that either/or Buyer and Seller may desire to exchange, for other property of like kind and qualifying use within the meaning of

Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, fee title in the Property which is the subject of this contract. Seller and Buyer expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k) 1(g)(4) on or before the closing date. Buyer and Seller agree to reasonably cooperate with each other to accomplish other's desire to qualify for a like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code. Such cooperation shall not be required of either Buyer or Seller if such cooperation delays the settlement date or causes either Buyer or Seller to assume any expenses that Buyer or Seller would not have to pay except for the assignment to the Qualified Intermediary or if such an assignment exposes either/or Buyer and Seller to liability that either/or Buyer and Seller would not have to assume except for the assignment to the Qualified Intermediary.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed, under seal, as of the day and year first above written.

ATTEST:

SELLER:

New River City Associates, LLC

By: _____

By: _____

BUYER:

By: _____

By: _____