

**PROPERTY INFORMATION PACKAGE FOR
PROSPECTIVE PURCHASERS DISCLAIMER**
PUBLIC AUCTION SALE OF REAL ESTATE

79,895 SQ. FT. BUILDING ON 7.37 ACRES OF LAND

4522 MAPLECREST ROAD
FORT WAYNE, INDIANA, USA



PLEASE NOTE: Any informational or descriptive material or documentation, etc., made available in connection with this Public Auction Sale, is provided solely for the convenience of prospective purchasers and does not form part of the Terms and Conditions of Sale, or the Agreement of Purchase and Sale, and is not warranted to be complete or accurate.

The Purchaser shall be deemed to have relied entirely on their own inspection and investigation concerning the Real Estate, and its description and condition.

No warranty, guarantee, or condition of the Real Estate is expressed or implied by the Seller or its Agents, as to description, size, condition, quality, quantity, licensability, or in any way whatsoever. Any and all representations and warranties, expressed or implied, are hereby disclaimed.

REAL ESTATE AUCTION, APRIL 15, 2015
4522 MAPLECREST ROAD, FORT WAYNE, INDIANA

SUMMARY TERMS AND CONDITIONS OF SALE:

The subject Real Estate is being offered For Sale by Public Auction, "Subject To A Minimum Starting Bid".

In order to bid on the Real Estate, A \$5,000.00 "Initial Deposit" by certified check, bank draft, cashier's check, or bank wire transfer, payable to TCL Asset Group Inc., in Trust, is to be deposited with TCL Asset Group Inc., in the following manner:

1. When registering on auction day, in person at the property site, or
2. When registering at any time prior to auction day, through TCL Asset Group's office, by courier delivery to TCL Asset Group's office, or by bank wire transfer to TCL Asset Group's bank account. Please contact TCL Asset Group Inc. for bank wire transfer information.

This "Initial Deposit" will be applied against the purchase price of the successful bidder, and will be refunded to unsuccessful bidders, immediately after the auction.

A further "Second Deposit" by certified check, bank draft, cashier's check, or bank wire transfer, increasing the total amount of the deposit in Escrow to **10% (ten percent)**, of the purchase price, is payable by the successful bidder on or before two (2) Business Days after the Contract Date. All deposits are to be held in Trust by the "Escrow Agent".

The balance of the Purchase Price is payable on or before May 15th., 2015, subject to the usual adjustments, and in accordance with the full Terms and Conditions of Sale, and the Agreement For Purchase And Sale Of Property provided.

If not sold by auction, the Real Estate will be offered for sale by private negotiations, immediately after the auction.

REGISTRATION & BIDDING PROCEDURES:

The auction will be conducted by Online Conference Bidding. When you register to be a Bidder, you will be given a Bidder Number and a telephone number to call into on your cellular or land line telephone, prior to beginning the auction.

During the Online Conference Call Bidding, All Bidders will be bidding "out loud", the same as in a "live auction". There will be no "keyboard" bidding. You can call in to bid on your cellular or land line telephone from wherever you are located, or from the property site, at 4522 Maplecrest Road, Fort Wayne, Indiana, provided that you have properly registered to be a bidder.

Before bidding, you must register, and place the \$5,000.00 "Initial Deposit", which is refundable to unsuccessful bidders. You can register at the property site on the morning of the auction, or you can register any time prior to the auction day by contacting TCL Asset Group's office.

Please note that we will need the following information upon registration:

1. Buyer's Information:

If An Individual: Buyer's full name. Social Security Number (SSN). State Of Residency. Full Street Address. City. State. Zip Code. Telephone Number. Fax Number. and E-Mail Address.

If An Entity: Buyer's full name. Federal Employer Identification Number (FEIN). State Of Entity Formation. Full Street Address. City. State. Zip Code. Telephone Number. Fax Number. and E-Mail Address.

2. Proposed title/escrow agent's name. Business name, individual contact name, full address, telephone and fax numbers and e-mail address.

ADDITIONAL INFORMATION: The following Title Insurance Company wrote the Seller's **Title Insurance Policy** for this property, and is familiar with the property, which may make the escrow and title process quicker and smoother, should the Purchaser choose to use them. The Escrow/Title Agent's name and contact information follows:

Jeremy Freed

National Underwriter

Columbus - NCS

Fidelity National Title Insurance Company

4111 Executive Parkway, Suite 304 | Westerville, OH 43081

Phone: 614.890.7004 | Toll Free: 800.626.9881 | Fax: 614.890.6969 | jeremy.freed@fnf.com

3. Buyer's broker information, if any. Business name, individual contact name, full address, telephone and fax numbers and e-mail address. (**Note: only for a Broker who has already completed a separate agreement with the auction company**)

4. Properly executed Purchase Documents in accordance with the Terms and Conditions of Sale, and the Agreement For Purchase And Sale Of Property. Please use the Agreement For Purchase And Sale With Red-Notes, and call TCL Asset Group's office to assist in registration.

5. The required \$5,000.00 "Initial Deposit". If you are not registering at the property site on the morning of the sale, then you must have the required \$5,000.00 "Initial Deposit" at TCL Asset Group's office by courier of certified check, or by bank wire transfer to TCL Asset Group's bank account, not later than one (1) day prior to the auction, along with properly executed Purchase Documents, in order to bid for the Real Estate.

PLEASE NOTE: The auctioneer makes no warranty or guarantee, expressed or implied, as to the accuracy of the information provided with respect to the subject Real Estate. It is for this reason that buyers should avail themselves of the opportunity to make inspection, and conduct their own due diligence of the Real Estate prior to the sale.

Complete Terms & Conditions of Sale, and Property Information Packages, etc., are available on our website.

Any published information is subject to written or oral amendment by the Auctioneer. Auctioneer's announcements day of sale take precedence over published information.

Please contact TCL Asset Group Inc. for assistance, or any questions you may have regarding, the property, registration, or auction process.



TCL Asset Group Inc.

4610 Dufferin Street, Suite 209

Toronto, Ontario, Canada M3H 5S4

Toll Free: 1-877-825-2435

Fax: 1-416-736-4159

Email: bbatcher@managingyourassets.com

4522 MAPLECREST ROAD
FORT WAYNE, INDIANA

AGREEMENT FOR PURCHASE
AND SALE OF PROPERTY

GUIDE TO RED NOTE SECTIONS FOR COMPLETION WHEN REGISTERING

PAGE 1. - INSERT BUYER'S FULL INFORMATION

PAGE 3. - INSERT BUYER'S TITLE INSURANCE/ESCROW AGENT INFORMATION, IF AVAILABLE

PAGE 11 - INSERT BUYER'S REAL ESTATE BROKER INFORMATION, IF ANY
(NOTE: ONLY FOR A BROKER WHO HAS ALREADY COMPLETED A SEPARATE AGREEMENT WITH THE AUCTION COMPANY)

PAGE 12 - INSERT BUYER'S INFORMATION

PAGE 15 - INSERT BUYER'S INFORMATION AND BUYERS SIGNATURE

PLEASE NOTE: THE REST OF THE DOCUMENT IS FOR COMPLETION LATER BY THE SUCCESSFUL PURCHASER

**AGREEMENT FOR PURCHASE
AND SALE OF PROPERTY
4522 MAPLECREST ROAD, FORT WAYNE, INDIANA
WITH RED NOTES FOR COMPLETION WHEN REGISTERING**

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (this "Agreement") is made and entered into as of this 15th day of April, 2015 (the "Contract Date"), by and between **4522 MAPLECREST ROAD LLC**, a Delaware limited liability company ("Seller"),
and _____,
a _____ ("Buyer").

INSERT ABOVE, THE FOLLOWING BUYER'S INFORMATION, AS APPLICABLE:

1. IF AN INDIVIDUAL: BUYER'S FULL NAME, SOCIAL SECURITY NUMBER (SSN), STATE OF RESIDENCY, FULL STREET ADDRESS, CITY, STATE, ZIP CODE, TELEPHONE NUMBER, FAX NUMBER, AND E-MAIL ADDRESS.

2. IF AN ENTITY: BUYER'S FULL NAME, FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN), STATE OF ENTITY FORMATION, FULL STREET ADDRESS, CITY, STATE, ZIP CODE, TELEPHONE NUMBER, FAX NUMBER, AND E-MAIL ADDRESS.

WITNESSETH THAT:

WHEREAS, Buyer wishes to purchase, and Seller wishes to sell, the Property (as hereinafter defined), but only upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the Earnest Money (as hereinafter defined), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1. Exhibits. Attached hereto and forming an integral part of this Agreement are the following exhibits, all of which are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto:

Exhibit A - Legal description of the Land

- Exhibit B - Certificate and Affidavit of Non Foreign Status and 1099
- Exhibit C - Escrow Agreement
- Exhibit D Form of Deed
- Exhibit E General Assignment

Section 2. Purchase and Sale Agreement. Subject to and in accordance with the terms and provisions hereof, Seller agrees to sell or cause to be sold and Buyer agrees to purchase the Property. The "Property" shall consist of (i) those estates, tracts or parcels of land being generally described on Exhibit "A" attached hereto and by this reference made a part hereof and all easements, if any, appurtenant thereto, together with all of Seller's right, title and interest, if any, in and to all easements, utility reservations, rights of way, strips and gores of land, tenements, hereditaments, mineral rights, water and water rights, wells, well rights and permits, water and sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, privileges, licenses and appurtenances, reversions and remainders in any way belonging, remaining or appertaining thereto (the "Land"), (ii) if any, the buildings, structures and improvements located upon the Land, together with all fixtures and other improvements therein, including, without limitation, the elevators, heating, air conditioning, plumbing, electrical, drainage, security, life safety and fire alarm systems and their component parts, if any (the "Improvements"), (iii) if any, the tangible personal property existing on the Land as of the date hereof, and (iv) to the extent assignable, all governmental licenses, permits, certificates (including certificates of completion and certificates of occupancy, as applicable), authorizations and approvals held by Seller (collectively, the "Permits"), any existing warranties guarantees and bonds, including, without limitation, contractor's, architect's and manufacturer's warranties and guarantees, held by Seller and given by third parties with respect to the Land and the Improvements (collectively, the "Warranties") and any current surveys, plans and specifications (collectively, the "Plans") that relate to the Property (the Permits, the Warranties and the Plans being sometimes hereinafter collectively referred to as the "Intangible Property").

Section 3. Earnest Money.

3.1 Earnest Money. On the date at which the Property will be offered for sale by auction and at which the Buyer will have formally indicated its intention of buying the Property (the "Auction Date"), the Buyer shall have provided the TCL Asset Group Inc. (the "Auction Company"), before the beginning of the bidding process, the sum of Five Thousand and No/100 Dollars (\$5,000.00) (the "Initial Deposit") in certified funds. Upon entering into this Agreement, Buyer acknowledges and agrees that the Initial Deposit shall be non-refundable to Buyer, except as set forth herein, but shall be applicable to the Purchase Price at Closing. On or before two (2) business days after the Contract Date, the Auction Company shall deliver the Initial Deposit to:

_____(the "Escrow Agent"),

**INSERT ABOVE, BUYER'S CHOICE OF TITLE INSURER/ESCROW AGENT, REASONABLY ACCEPTABLE TO SELLER, INCLUDING: BUSINESS NAME, INDIVIDUAL CONTACT, FULL ADDRESS, TELEPHONE NUMBER, FAX NUMBER, AND E-MAIL ADDRESS.
(PLEASE SEE THE FOLLOWING ADDITIONAL INFORMATION).**

ADDITIONAL INFORMATION: The following Title Insurance Company wrote the Seller's **Title Insurance Policy** for this property, and is familiar with the property, which may make the escrow and title process quicker and smoother, should the Purchaser choose to use them.

The Escrow/Title Agent's name and contact information follows:

Jeremy Freed
National Underwriter
Columbus - NCS
Fidelity National Title Insurance Company
4111 Executive Parkway, Suite 304 | Westerville, OH 43081
Phone: 614.890.7004 | Toll Free: 800.626.9881 | Fax: 614.890.6969 | jeremy.freed@fnf.com

and Buyer shall deposit with Escrow Agent the additional sum of _____ and No/100 Dollars (\$ _____ .00) [TOTAL AMOUNT IN ESCROW TO EQUAL TEN PERCENT (10%) OF THE PURCHASE PRICE] in certified funds or via Federal wire transfer (the "Second Deposit", with the Initial Deposit and the Second Deposit, and any additions thereto, being referred to collectively herein as the "Earnest Money"). The Earnest Money shall be held and disbursed pursuant to the respective terms and provisions hereof and of the Escrow Agreement, which agreement shall be in the form attached hereto as Exhibit "C" and by this reference made a part hereof. In the event the Escrow Agent chosen by Buyer fails to execute and deliver the Escrow Agreement to Seller within five (5) business days of the date of this Agreement, then Seller may, at its option, elect a new escrow agent, who shall then hold the Earnest Money pursuant to the terms of this Agreement.

3.2 Disbursement. Whenever the Earnest Money is by the terms hereof to be disbursed by Escrow Agent, Seller and Buyer agree promptly to execute and deliver such notice or notices as shall be necessary or, in the opinion of Escrow Agent, reasonably appropriate to authorize Escrow Agent to make such disbursement.

Section 4. Purchase Price.

4.1 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be _____ and No/100 Dollars (\$ _____ .00). The Purchase Price, as adjusted by the prorations provided in Section 4.2 hereof and as reduced by the Earnest Money, which, unless otherwise disbursed hereunder, shall be disbursed by Escrow Agent at the consummation of the

purchase and sale of the Property pursuant to this Agreement (the “Closing”) to Seller as a portion of the Purchase Price, shall be paid by Buyer to Seller at the Closing in United States dollars, by Federal Reserve System wire transfer or other immediately available funds acceptable to Seller.

4.2 Prorations. The following items shall be prorated in cash between Seller and Buyer as of midnight on the eve of the date of Closing (the “Closing Date”).

4.2.1 The state, county, city or other ad valorem property and personal property taxes and assessments for the tax period in which the Closing occurs. If the actual tax bills for said tax period have not been issued, then such proration shall be based on such taxes for the previous tax period, and after the tax bills for the tax period in which the Closing occurs are received by either Buyer or Seller, Buyer and Seller shall adjust such proration. If any special assessments or other similar governmental assessments or charges on the Property have been billed and are pending prior to the Closing, Seller shall pay such assessments in full, other than any installments thereof which are payable after the year or assessment period in which the Closing occurs, which Buyer shall pay as they become due. The taxes attributed to all personal property on the Property other than the Personal Property shall be the responsibility of Seller and shall not be prorated between the parties.

4.2.2 Sanitary sewer taxes and utility charges, if any.

4.2.3 Other operating expenses of the Property, if any.

If the parties make any errors in the closing prorations or if they subsequently determine that any dollar amount prorated to be incorrect, each agrees, upon notice from the other after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing. The terms and conditions set forth in this Section 4.2 shall expressly survive the Closing hereunder only for the period of time necessary to achieve final prorations of all amounts due and owing hereunder.

Section 5. Title to the Property. Seller shall convey title to the Property to Buyer at Closing. The Buyer hereby acknowledges and declares that prior to the Auction Date, a copy of Seller’s owner’s policy of title insurance has been made available to it, together with underlying title exception documents referenced in such policy and a survey of the Property. Notwithstanding the foregoing, Buyer shall have until May 6, 2015 (the “Inspection Date”) by which to examine title to the Property, at Buyer’s sole cost and expense, and to give written notice to Seller of any objections which Buyer may have; provided, however, that any such objection shall only be permitted as to title exceptions or defects that have appeared of record after the effective date of Seller’s owner’s policy of title insurance. If Buyer fails to give any notice to Seller by such date, Buyer shall be deemed to have waived such right to object to any such title exceptions or defects. If Buyer does give Seller timely notice of objection to such title exceptions or defects, Seller shall then have the right, but not the obligation, for a period of five (5) days after such notice, to reasonably cure or satisfy, or undertake

to reasonably cure or satisfy by the Closing, such objection. If such objection is not so timely and reasonably cured or satisfied or undertaken to be reasonably cured or satisfied by Seller, then Buyer shall, within two (2) days thereafter, elect, by written notice to be received by Seller on or before such second (2nd) day, either to (a) terminate this Agreement, in which case the Earnest Money shall be delivered to Seller by Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination, or (b) waive its objections hereunder and proceed with the transaction pursuant to the remaining terms and conditions of this Agreement. If Buyer fails to give Seller notice of its election by such time, it shall be deemed to have elected the option contained in subparagraph (b) above. If Seller does so reasonably cure or satisfy, or undertake to reasonably cure or satisfy, such objection, then this Agreement shall continue in full force and effect. Notwithstanding the foregoing, Buyer's objections to title shall be limited to such matters of record not revealed by Seller's owner's policy of title insurance, which Buyer acknowledges that it has had the opportunity to inspect and review prior to the Auction Date.

Section 6. Buyer's Inspection. Buyer acknowledges that prior to the Auction Date Seller has made available to Buyer all documents, surveys, title reports and other documents and studies produced by Seller in its investigation of the Property, including Seller's title policy, environmental reports and survey. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information made available by Seller to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information made available by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer. Without limiting the generality of the foregoing provisions, but subject to the provisions of Section 17.11 below, Buyer acknowledges and agrees that (a) any environmental or other report with respect to the Property which is made available by Seller to Buyer shall be for general informational purposes only, (b) Buyer shall not have any right to rely on any such report made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report made available by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such report. Buyer has had the opportunity to inspect the Property, and is satisfied with the physical condition of thereof, including without limitation (i) all Environmental Matters, (ii) all Hazardous Substances Laws as the same may affect the Property, (iii) the condition of the Land, the Improvements and the Personal Property located on the Property. As used herein, "Environmental Matter" means any matter or circumstance related in any manner whatsoever to (i) the disposal or release of solid, liquid or gaseous waste into the environment, (ii) the treatment, storage, disposal or other handling of any Hazardous Substances (as hereinafter defined), (iii) the placement of structures or materials into waters of the United States, (iv) above-ground or underground storage tanks used for the storage of petroleum, petroleum products, or Hazardous Substances (as hereinafter defined), (v) the presence of any Hazardous Substance (as hereinafter

defined), including, but not limited to, asbestos, in any building, structure or workplace, which matter or circumstance exists at the Property on or before the Closing Date. As used herein, "Hazardous Substances" means any and all hazardous, extremely hazardous, or toxic substances or wastes or constituents as those terms are defined by any applicable Hazardous Substance Law (including, without limitation, CERCLA and RCRA) and petroleum, petroleum products, asbestos or any asbestos-containing materials, lead, flammable explosives, infectious materials, radon, mold, fungus, microbial contamination or pathogenic organisms, radioactive materials, the group of organic compounds known as polychlorinated biphenyls (PCBs) and chemicals known to cause cancer or reproductive toxicity. As used herein, "Hazardous Substance Law" means Any and all federal, state, or local laws, rules, regulations, ordinances, agency or judicial orders and decrees, and agency agreements now and hereafter enacted or promulgated or otherwise in effect, relating to the protection of the environment, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., and all amendments, regulations, orders and decrees promulgated thereunder or pursuant thereto.

Section 7. Service Contracts. Seller shall terminate all service contracts affecting the Property (the "Service Contracts"), if any, as of the Closing Date.

Section 8. Representations, Warranties and Covenants.

8.1 Seller hereby warrants and represents to Buyer as of the date hereof as follows:

8.1.1 No Litigation. There is no pending litigation, and, to the best of Seller's knowledge, Seller has not received any written notice of any actual, pending or threatened violation, action, or proceeding by any organization, person, individual or governmental agency against Seller with respect to or against the Land and Improvements (or any portion thereof).

8.1.2 Authority. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and qualified to do business in the State in which the Land is located. Seller is not subject to any voluntary or involuntary proceeding for dissolution or liquidation. Seller has obtained all requisite authorizations and consents to enter into this Agreement with Buyer and to consummate the transactions contemplated hereby. The entities and individuals executing this Agreement and the other documents and instruments referenced herein or otherwise executed and delivered in connection herewith on behalf of Seller have the legal power, right and authority to bind Seller under the terms and conditions stated herein.

8.1.3 No Condemnation. To Seller's knowledge, there is no threatened condemnation, expropriation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the Land or Improvements. The phrase "to Seller's knowledge," shall mean to the actual knowledge of Jeffrey Pappas.

8.1.4 Non-Foreign Status; Withholding. Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated pursuant thereto.

The foregoing representations are true and correct, and the foregoing warranties are in full force and effect and binding on Seller, as of the date hereof, and shall be true and correct as of the date of Closing, except as may be disclosed to Buyer prior to Closing and, in the event of such a disclosure, Buyer shall elect, by written notice delivered to Seller within two (2) business days of such disclosure, to either (i) terminate this Agreement and receive a refund of the Earnest Money, or (ii) proceed to Closing without a reduction in Purchase Price. The foregoing representations and warranties shall not survive the Closing and shall be deemed merged into any instrument of conveyance delivered at Closing. There shall be no cause of action for breach of any such representations or warranties after the Closing. Notwithstanding anything contained in this Agreement to the contrary, Seller shall have no liability for breaches of any representations, warranties and certifications (individually, a "Representation" and collectively, the "Representations") which are made by Seller herein or in any of the documents or instruments required to be delivered by Seller hereunder if Buyer, its officers, employees, shareholders, members, partners, or agents had knowledge of such breach by Seller as to a fact or circumstance which, by its nature, indicates that a Representation was or has become untrue or inaccurate and Buyer either, (a) prior to the Inspection Date, fails to terminate this Agreement or, (b) at any other time at or prior to Closing, elects to proceed to close the transaction contemplated by this Agreement; in such event, Buyer shall not otherwise have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of such Representation caused thereby.

8.2 BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER'S PURCHASE OF THE PROPERTY SHALL BE WITHOUT ANY OBLIGATION OF SELLER TO PERFORM ANY REPAIRS, IMPROVEMENTS, MAINTENANCE OR OTHER WORK TO THE PROPERTY OR ANY PART THEREOF AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND FROM SELLER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TENANTABILITY OR ENVIRONMENTAL CONDITION. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY REPRESENTATIONS BY ANY BROKERS OR SALESMEN, AND BUYER DOES HEREBY ACKNOWLEDGE THAT, IN PURCHASING THE PROPERTY, BUYER IS NOT RELYING ON ANY

REPRESENTATIONS OF SELLER. BUYER, ON BEHALF OF BUYER, AND BUYER'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER, ITS PARTNERS, OFFICERS, DIRECTORS, TRUSTEES, AGENTS, AND EMPLOYEES, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, CAUSES OF ACTION, AND LIABILITY ARISING OUT OF OR RELATED TO ANY ENVIRONMENTAL MATTERS NOW OR HEREAFTER EXISTING AT THE PROPERTY (THE "RELEASE"). BUYER AGREES NEVER TO COMMENCE, AID IN ANY WAY, OR PROSECUTE AGAINST SELLER, ITS PARTNERS, OFFICERS, DIRECTORS, TRUSTEES, AGENTS, AND EMPLOYEES, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ANY ACTION OR OTHER PROCEEDING BASED UPON ANY CLAIMS, DEMANDS, CAUSES OF ACTION, OBLIGATIONS, DAMAGES, OR LIABILITIES COVERED BY THE RELEASE. THE TERMS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING HEREUNDER.

Section 9. Leases, Service Contracts and Warranties. Without Buyer's prior written consent, Seller shall not enter into any new service contract relating to the Property, unless the same are terminated as of the Closing Date, in which case no notice shall be required. Seller shall cause any Service Contracts to be terminated as of Closing, but shall cooperate with Buyer should Buyer desire to enter into new contracts with any parties under the Service Contracts at Closing.

Section 10. Closing.

10.1 Time and Place. Provided that all of the conditions set forth in this Agreement are theretofore fully satisfied or performed, the Closing shall be held in escrow at the offices of the Escrow Agent, at noon, local time, on a date selected by Buyer and reasonably acceptable to Seller, which shall in any event be on or before May 15, 2015.

10.2 Closing Documents. For and in consideration of, and as a condition precedent to Buyer's delivery to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at the Closing (or at such other time as set forth below) the following documents and other items (all of which shall be duly executed and witnessed, which documents Buyer agrees to execute where required):

10.2.1 A special warranty deed in the form attached hereto as Exhibit "D" (the "Deed"), conveying to Buyer all of Seller's right, title and interest in and to the Property, subject to all matters of record, ad valorem property taxes not yet due and payable, any matter that would be disclosed by a current and accurate survey of the Property, and subject to the restrictive covenant set forth on Exhibit B to the Deed;

10.2.2 A Certificate and Affidavit of Non-Foreign Status, in the form attached as Exhibit "B" hereto and by this reference made a part hereof;

10.2.3 An affidavit of title in the form reasonably required by Buyer's title insurance company (the "Title Insurer") in order to issue its extended coverage owner's policy of title insurance without exception for mechanic's, materialmen's or other statutory liens, for unrecorded easements or for other rights of parties in possession;

10.2.4 Such evidence as Title Insurer shall reasonably require as to the authority of the parties acting on behalf of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto;

10.2.5 All of the keys to any door or lock on the Property in the possession of Seller;

10.2.6 A General Assignment, duly executed and acknowledged by Seller, of the Intangible Property, to the extent assignable, in the form attached hereto as Exhibit "E" and by the reference made a part hereof;

10.2.7 Any transfer tax affidavit or value affidavit required by any governmental entity, including without limitation an Indiana Sales Disclosure Statement;

10.2.8 Such further instruments, documents and information as Title Insurer may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement; and

10.2.9 A closing statement.

10.3 Buyer Deliveries. At Closing, Buyer shall execute and deliver to Seller:

10.3.1 The amount set forth in Section 4.1.1, by wire transfer;

10.3.2 Any transfer tax affidavit or value affidavit required by any governmental entity, including without limitation an Indiana Sales Disclosure Statement;

10.3.3 A closing statement; and

10.3.4 Such other documents as the Title Company may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement.

10.4 Costs. At the Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property as contemplated herein, including, without limitation, attorneys' fees. Notwithstanding the foregoing, it is expressly agreed that Seller shall pay the cost of one-half (1/2) of the closing escrow fee. Buyer shall pay the cost of any transfer taxes on the Land and Improvements and the cost of the title search and examination and title insurance premium (including the cost of endorsements) and any mortgage recording tax, sales tax on the Personal Property and all other taxes, costs, fees or expenses relating to Buyer's

financing and purchase of the Property, one-half (½) of all closing escrow fees and all third party costs associated with the transfer of any Warranties and Permits and the cost of recording the deed, and Buyer's investigation of the Property, including any environmental study of the Property.

Section 11. Default and Remedies.

11.1 Buyer's Default. Except in the event of a default by Buyer under Section 6 above, in the event of a default by Buyer under the terms of this Agreement, Escrow Agent shall disburse the Earnest Money to Seller, and Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Earnest Money as full liquidated damages for such default of Buyer, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages.

11.2 Seller's Default. In the event of a default by Seller under the terms of this Agreement which is first discovered by Buyer prior to the Closing and is not cured by Seller as provided hereunder (including without limitation Seller's failure to cure such objects to title as are undertaken to cure by Seller pursuant to Section 5 above), Buyer's sole and exclusive remedies hereunder shall be to either terminate this Agreement and receive a refund of the Earnest Money from Escrow Agent, or to seek specific performance of Seller's obligations under this Agreement, without any reduction in the Purchase Price. Buyer shall have no right to seek or recover any damages from Seller in the event of a default by Seller under the terms of this Agreement.

Section 12. Condemnation or Destruction.

12.1 Condemnation or Destruction. In the event that at any time between the making of this Agreement and Closing, all or a material portion of the Property is condemned by any legally constituted authority for any public use or purpose, or any improvements located on the Property are materially damaged or destroyed by whatever cause, Seller shall provide written notice thereof to Buyer, and then Buyer may elect, by written notice to Seller within two (2) business days of notice from Seller, to either: (a) terminate this Agreement, in which event all Earnest Money paid by Buyer shall be immediately refunded by Escrow Agent to Buyer, and neither Buyer nor Seller shall have any further liabilities, obligations or rights hereunder except as otherwise set forth herein, or (b) have the terms of this Agreement remain in full force and effect and binding on the parties hereto. In the event of a condemnation in which Buyer does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

12.2 Awards and Proceeds. If Buyer does not elect to terminate this Agreement following any notice of a threat of taking or taking by condemnation or notice of

damage or destruction to the Property, as provided above, this Agreement shall remain in full force and effect and the conveyance of the Property contemplated herein, less any interest taken by eminent domain or condemnation, or sale in lieu thereof, shall be effected. At the Closing, Seller shall assign, transfer and set over to Buyer all of Seller's right, title and interest in and to any awards, payments or insurance proceeds (together with the amount of any "deductible" portion of such insurance) for the actual value of the property lost or destroyed that have been or may thereafter be made for any such taking, sale in lieu thereof or damage or destruction.

Section 13. Assignment. Buyer shall have the right to assign all of Buyer's rights hereunder to an entity in which Buyer has a majority ownership interest upon five (5) days prior written notice to Seller. Except as set forth above, Buyer shall not, without prior written consent of Seller, which Seller may withhold in its sole and absolute discretion, assign any of Buyer's rights hereunder or any part thereof. Notwithstanding the foregoing, the exercise of the right of a permitted assignment by Buyer shall not relieve Buyer of any of its obligations or liabilities hereunder.

Section 14. Buyer's Representation and Warranty. Buyer does hereby represent and warrant to Seller as of the Contract Date and the Closing Date that it is a validly formed entity, that it is in good standing in the state of its organization; that it is not subject to any involuntary proceeding for the dissolution or liquidation thereof; that it has all requisite authorizations to enter into this Agreement with Seller and to consummate the transactions contemplated hereby; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do.

Section 15. Auction Company's and Broker's Commission.

15.1 Seller shall pay to the Auction Company such commissions and fees as are due such party as a result of the transaction contemplated herein. Buyer has [not] been represented by a broker in this transaction [, _____] (the "Broker"). The Broker shall be paid by the Auction Company pursuant to a separate agreement between the Auction Company and Broker.

INSERT ABOVE, IF ANY BUYER'S BROKER, THE BUYER'S BROKER INFORMATION, INCLUDING: BUSINESS NAME, INDIVIDUAL CONTACT, FULL ADDRESS, TELEPHONE NUMBER, FAX NUMBER, AND E-MAIL ADDRESS.

(NOTE: ONLY FOR A BROKER WHO HAS ALREADY COMPLETED A SEPARATE AGREEMENT WITH THE AUCTION COMPANY)

15.2 Buyer and Seller each warrant and represent to the other that, with the exception of [Broker and]Auction Company, neither such party has employed a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue. This Section 15 shall expressly survive the Closing hereunder.

Section 16. Notices.

Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by hand, by nationally recognized overnight express delivery service, or sent by U. S. registered or certified mail, return receipt requested, postage prepaid, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

SELLER: 4522 MAPLECREST ROAD LLC
128 Third Avenue, Suite 200
Nyack, NY 10960
Attn: Andreas V. Kissal

With a copy to:

Active Media Services, Inc.
One Blue Hill Plaza, 9th Floor
P.O. Box 1705
Pearl River, New York 10965
Telephone: 845.735.1700
Facsimile: 845.735.0712
Attn: Jeffrey Pappas

With a required copy at the same address to:
Terry Trantina, Esq.
Facsimile: 845.735.1953

With a copy to:

Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Telephone: (404) 881-4976
Facsimile: (404) 881-7777
Attn: Randy H. Luffman, Esq

BUYER:

Telephone: _____
Facsimile: _____
Attn: _____

INSERT ABOVE, THE BUYER'S INFORMATION

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery or if sent by U.S. mail; or (c) on the date of transmission, if sent by electronic transfer device with a follow-up by regular mail. Such notices shall be deemed received (a) on the date of delivery, if delivered by hand or overnight express delivery service; (b) on the date indicated on the return receipt if mailed; or (c) on the date of transmission, if sent by electronic transfer device. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing.

Section 17. Miscellaneous.

17.1 Governing Law; Headings; Rules of Construction. This Agreement shall be construed and interpreted under the laws of the State in which the Property is located. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.

17.2 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

17.3 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the Property, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

17.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns (subject to Section 13 above).

17.5 Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

17.6 Date For Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

17.7 Recording. Seller and Buyer agree that they will not record this Agreement and that they will not record a short form of this Agreement.

17.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

17.9 Time of the Essence. Time shall be of the essence of this Agreement and each and every term and condition hereof.

17.10 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

[signatures begin on the next page]

IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement, effective as of the day and year first above written.

SELLER:

4522 MAPLECREST ROAD LLC, a Delaware limited liability company

By: **MKTSP LLC**, a New York limited liability company,
its Manager

By: _____
Andreas V. Kissal
Managing Partner

BUYER:

a _____

By: _____

BUYER'S SIGNATURE

Name: _____

Title: _____

INSERT ABOVE, THE BUYER'S INFORMATION AND SIGNATURE

EXHIBIT A

Legal Description of the Land

A parcel of land located in the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East, Allen County, Indiana, and more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East, as now established: thence North 0 degree 00 minute East (bearing basis for description) along the West line of said Southwest One-Quarter as now established, a distance of 566.28 feet; thence North 89 degrees 34 minutes East, a distance of 282.29 feet to the point of beginning.

BEGINNING at the above described point; thence North 15 degrees 10 minutes 22 seconds East, a distance of 474.44 feet; thence North 83 degrees 30 minutes East, a distance of 177.15 feet; thence South 74 degrees 49 minutes 38 seconds East, a distance of 145.37 feet; thence South 15 degrees 10 minutes 22 seconds West, a distance of 28.0 feet; thence South 74 degrees 49 minutes 38 seconds East a distance of 126.85 feet; thence South 15 degrees 10 minutes 22 seconds West, a distance of 295.0 feet; thence South 74 degrees 49 minutes 38 seconds East, a distance of 108.68 feet; thence South 15 degrees 10 minutes 22 seconds West, a distance of 346.20 feet; thence South 89 degrees 34 minutes 00 seconds West, a distance of 140.76 feet; thence on a curve to the right having a radius of 200.0 feet, an arc length of 54.99 feet and being subtended by a chord of 54.82 feet bearing North 82 degrees 33 minutes 25 seconds West; thence North 74 degrees 40 minutes 49 seconds West, a distance of 85.46 feet; thence North 54 degrees 11 minutes 26 seconds West, a distance of 65.54 feet; thence North 44 degrees 24 minutes 49 seconds West, a distance of 63.78 feet; thence North 31 degrees 45 minutes 55 seconds West, a distance of 39.38 feet; thence North 38 degrees 27 minutes 56 seconds West, a distance of 155.32 feet to the point of beginning, containing 7.37 acres of land, more or less.

EXHIBIT B

STATE OF NEW YORK

COUNTY OF _____

NON-FOREIGN AFFIDAVIT

The undersigned deponent (the "Deponent"), having personally appeared before the undersigned notary public and first having been duly sworn according to law, deposes and says under oath as follows:

1. Deponent is presently a _____ of SELLERNAME, a SELLERSTATE SELLERENTITY (the "Seller").

2. In such capacity, the Deponent has personal knowledge of the facts sworn to in this affidavit and such facts are true and correct.

3. The Seller is the owner of certain real estate, a description of which is set forth on Exhibit A attached hereto and made a part hereof, together with all fixtures, improvements, easements and appurtenances related thereto (collectively, the "Property").

4. Deponent understands that Section 1445 of the United States Internal Revenue Code of 1986 (as amended, the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a "foreign person" (as defined in the Code). For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform [PURCHASER NAME: _____], [a _____] (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller, Deponent hereby certifies the following:

(a) The Seller is not a "non-resident alien" for purposes of United States income taxation or otherwise a "foreign person," as defined in Section 1445 of the Code.

(b) The Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations issued under the Code.

(c) The Seller's United States taxpayer identification number is _____.

(d) The address (and, if different, the mailing address) of the Seller is _____.

(e) The Seller owns 100% of the aforesaid Property.

(f) Deponent is making this Affidavit pursuant to the provisions of Section 1445 of the Code in connection with the conveyance of the real property described on Exhibit A, attached hereto and incorporated herein by reference, by the Seller to Transferee, which conveyance constitutes the disposition by the Seller of a United States real property interest, for the purpose of establishing that Transferee is not required to withhold tax pursuant to Section 1445 of the Code in connection with such disposition.

(g) Deponent acknowledges that this Affidavit may be disclosed to the Internal Revenue Service by Transferee, that this Affidavit is made under penalty of perjury, and that any false statement made herein could be punished by fine, imprisonment or both.

5. Under penalty of perjury, I declare that I have examined the foregoing Affidavit and hereby certify that it is true, correct and complete and I further declare that I have the authority to make this affidavit and the certifications contained herein on behalf of the Seller.

Certified, sworn to and subscribed before
me this ___ day of _____, 2015.

Notary Public

Name: _____

My Commission Expires:

(NOTARIAL SEAL)

EXHIBIT C

EARNEST MONEY ESCROW AGREEMENT

This Agreement is made as of the ____ day of _____, 2015, by and among 4522 MAPLECREST ROAD LLC (“Seller”) and _____ (“Buyer”), and _____ (“Escrow Agent”).

RECITALS

Seller and Buyer have entered into a certain purchase agreement (“Purchase Agreement”) of even date herewith concerning real property located in Dallas, Texas, to which this Agreement is attached.

In connection with the Purchase Agreement, to which this Agreement is attached, Seller and Buyer have requested Escrow Agent to receive funds to be held in escrow and applied in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above recitals, the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. ESCROW AGENT. _____ hereby agrees to act as Escrow Agent in accordance with the terms and conditions hereof.
2. INITIAL DEPOSIT/ADDITIONAL DEPOSITS. Escrow Agent shall receive an initial deposit in the amount of \$_____.00. Any additional amounts deposited with Escrow Agent shall be added to the initial deposit and together with the initial deposit and all interest earned thereon shall be referred to herein collectively as the “Escrow Fund”.
3. DEPOSITS OF FUNDS. All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may initially deposit such funds in its custodial or escrow accounts which may result in the funds being commingled with escrow funds of others for a time; however, as soon as the Escrow Fund has been credited as collected funds to Escrow Agent’s account, then Escrow Agent shall immediately deposit the Escrow Fund into an interest bearing account with any reputable trust company, bank, savings bank, savings association, or other financial services entity. Deposits held by Escrow Agent shall be subject to the provisions of applicable state statues governing unclaimed property. Seller and Buyer will execute the appropriate Internal Revenue Service documentation for the giving of taxpayer identification information relating to this account. Seller and Buyer do hereby certify that each is aware the Federal Deposit Insurance Corporation coverages apply to a regulated maximum amount per depositor. Further, Seller and Buyer understand that Escrow Agent assumes no responsibility for, nor will Seller or Buyer hold same liable for any loss occurring which arises from a situation or event under the Federal Deposit Insurance Corporation coverages.

All interest will accrue to and be reported to the Internal Revenue Service for the account of Buyer, as set forth below:

Name: _____
Address: _____
Phone: _____
Tax Identification or Social Security No.: _____

Escrow Agent shall not be responsible for any penalties, or loss of principal or interest, or any delays in the withdrawal of the funds which may be imposed by the depository institution as a result of the making or redeeming of the investment pursuant to Seller and Buyer instructions.

4. **DISBURSEMENT OF ESCROW FUND.** Escrow Agent may disburse all or any portion of the Escrow Fund in accordance with and in reliance upon written instructions from both Seller and Buyer. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions or as to whether any conditions upon which the funds are to be released have been fulfilled or not fulfilled, or to whom funds are released.

5. **DEFAULT AND/OR DISPUTES.** In the event any party to the transaction underlying this Agreement shall tender any performance after the time when such performance was due, Escrow Agent may proceed under this Agreement unless one of the parties to this Agreement shall give to the Escrow Agent written direction to stop further performance of the Escrow Agent's functions hereunder. In the event written notice of default or dispute is given to the Escrow Agent by any party, or if Escrow Agent receives contrary written instructions from any party, the Escrow Agent will promptly notify all parties of such notice. Thereafter, Escrow Agent will decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Agent is authorized to deposit the escrow into a court of competent jurisdiction for a determination as to the proper disposition of said funds. In the event that the funds are deposited in court, the Escrow Agent shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any.

6. **ESCROW AGENT FEES AND OTHER EXPENSES.** Escrow Agent shall not charge for its services hereunder. Escrow Agent shall not be required to advance its own funds for any purpose provided that any such advance, made at its option, shall be promptly reimbursed by the party for whom it is advanced, and such optional advance shall not be an admission of liability on the part of Escrow Agent.

7. **PERFORMANCE OF DUTIES.** In performing any of its duties under this Agreement, or upon the claimed failure to perform its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may occur as a result of Escrow Agent so acting, or failing to act; provided, however, Escrow Agent shall be liable for damages arising out of its willful default or gross negligence under this Agreement. Accordingly, Escrow Agent shall not incur any such liability with respect to (i) any good faith act or

omission upon advice of counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder, or (ii) any good faith act or omission in reliance upon any document, including any written notice or instructions provided for in the Agreement, not only as to its due execution and to the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons and to conform with the provisions of this Agreement.

8. **LIMITATIONS OF LIABILITY.** Escrow Agent shall not be liable for any loss or damage resulting from the following:

(a) The effect of the transaction underlying this Agreement including without limitation, any defect in the title to the real estate, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and/or any misrepresentation of fact made by any other party;

(b) The default, error, act or failure to act by any other party to the escrow;

(c) Any loss, loss of value or impairment of funds which have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a depository institution if such loss or loss of value or impairment results from the failure, insolvency or suspension of a depository institution;

(d) Any defects or conditions of title to any property that is the subject of this escrow provided, however, that this limitation of liability shall not affect the liability of Escrow Agent under any title insurance policy which it has issued or may issue. **NOTE:** No title insurance liability is created by this Agreement.

(e) Escrow Agent's compliance with any legal process including but not limited to, subpoena, writs, orders, judgements and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

9. **HOLD HARMLESS.** Buyer and Seller shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.

10. **TERMINATION.** This Agreement shall terminate upon the first to occur of (a) one year from the date hereof, in which event Escrow Agent shall disburse the Escrow Fund to the person who deposited such funds, less Escrow Agent's fees and expenses, unless this Agreement is extended by written agreement of all parties including the Escrow Agent; (b) the disbursement by Escrow Agent of all of the Escrow Fund; (c) the joint written instructions of Buyer and Seller.

11. **RELEASE OF PAYMENT.** Payment of the funds so held in escrow by the Escrow Agent, in accordance with the terms, conditions and provisions of this Agreement, shall fully and completely discharge and exonerate the Escrow Agent from any and all future liability or obligations of any nature or character at law or equity to the parties hereto or under this Agreement.

12. **NOTICES.**

SELLER:

4522 MAPLECREST ROAD LLC
128 Third Avenue, Suite 200
Nyack, NY 10960
Attn: Andreas V. Kissal

With a copy to:

Active Media Services, Inc.
One Blue Hill Plaza, 9th Floor
P.O. Box 1705
Pearl River, New York 10965
Telephone: 845.735.1700
Facsimile: 845.735.0712
Attn: Jeffrey Pappas

With a required copy at the same address to:
Terry Trantina, Esq.
Facsimile: 845.735.1953

With a copy to:

Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Telephone: (404) 881-4976
Facsimile: (404) 881-7777
Attn: Randy H. Luffman, Esq.

BUYER:

Telephone: _____
Facsimile: _____
Attn: _____

ESCROW AGENT:

Attention: _____

Phone No.: _____

Fax No.: _____

13. This Agreement shall be binding upon and inure to the benefit of the parties respective successors and assigns.

14. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

16. Time shall be of the essence of this Agreement and each and every term and condition hereof.

17. In the event a dispute arises between Buyer and Seller under this Agreement, the losing party shall pay the attorney's fees and court costs of the prevailing party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first stated above.

SELLER:

4522 MAPLECREST ROAD LLC, a Delaware limited liability company

By: **MKTSP LLC**, a New York limited liability company,
its Manager

By: _____
Andreas V. Kissal
Managing Partner

BUYER:

_____, a _____

By: _____
Name: _____
Title: _____

ESCROW AGENT:

By: _____
Name: _____
Title: _____

EXHIBIT D
FORM OF DEED

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH: That 4522 MAPLECREST ROAD LLC, a Delaware limited liability company (“Grantor”), hereby CONVEYS AND SPECIALLY WARRANTS to _____, a _____ (“Grantee”), whose tax mailing address is _____, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Fort Wayne, Allen County, in the State of Indiana, to-wit:

SEE ATTACHED EXHIBIT A

Subject to all matters of record and of survey; further subject to taxes and assessments which are a lien upon the premises but not yet due and payable; and further subject to the restrictive covenant set forth on Exhibit B attached hereto.

“SPECIALLY WARRANTS”, as used herein, means that the Grantor covenants the premises hereby conveyed are free and clear of all encumbrances made or suffered by it, and that it will warrant and defend the title to said premises against the lawful claims of all persons claiming by, through or under said Grantor, but against none other.

The undersigned persons executing this deed on behalf of Grantor represents and certifies that he/she is a duly elected officer and/or representative of Grantor and have been fully empowered, by and under the proper authority of Grantor, to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed
this ____ day of _____, 2015.

4522 MAPLECREST ROAD LLC, a Delaware
limited liability company

By: MKTSP LLC, a New York limited liability
company, its Manager

By:: _____
Andreas V. Kissal
Managing Partner

STATE OF NEW YORK)
) SS:
COUNTY OF ROCKLAND)

Before me, the undersigned, a Notary Public in and for said county and state, this ____ day of _____, 2015, personally appeared Andreas V. Kissal, the Managing Partner of MKTSP, LLC, Manager of 4522 Maplecrest Road, LLC, a Delaware limited liability company, and acknowledged the execution of the foregoing instrument on behalf of said limited partnership.

Witness my hand and Notarial Seal this ____ day of _____, 2015.

_____, a Notary Public
Residing in _____
County, New York
My Commission Expires:

This instrument was prepared by:

Randy H. Luffman, Esq.
Alston & Bird LLP
1201 W. Peachtree Street
Atlanta, Georgia 30309

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Randy H. Luffman, Esq.

EXHIBIT A TO DEED

A parcel of land located in the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East, Allen County, Indiana, and more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East, as now established: thence North 0 degree 00 minute East (bearing basis for description) along the West line of said Southwest One-Quarter as now established, a distance of 566.28 feet; thence North 89 degrees 34 minutes East, a distance of 282.29 feet to the point of beginning.

BEGINNING at the above described point; thence North 15 degrees 10 minutes 22 seconds East, a distance of 474.44 feet; thence North 83 degrees 30 minutes East, a distance of 177.15 feet; thence South 74 degrees 49 minutes 38 seconds East, a distance of 145.37 feet; thence South 15 degrees 10 minutes 22 seconds West, a distance of 28.0 feet; thence South 74 degrees 49 minutes 38 seconds East a distance of 126.85 feet; thence South 15 degrees 10 minutes 22 seconds West, a distance of 295.0 feet; thence South 74 degrees 49 minutes 38 seconds East, a distance of 108.68 feet; thence South 15 degrees 10 minutes 22 seconds West, a distance of 346.20 feet; thence South 89 degrees 34 minutes 00 seconds West, a distance of 140.76 feet; thence on a curve to the right having a radius of 200.0 feet, an arc length of 54.99 feet and being subtended by a chord of 54.82 feet bearing North 82 degrees 33 minutes 25 seconds West; thence North 74 degrees 40 minutes 49 seconds West, a distance of 85.46 feet; thence North 54 degrees 11 minutes 26 seconds West, a distance of 65.54 feet; thence North 44 degrees 24 minutes 49 seconds West, a distance of 63.78 feet; thence North 31 degrees 45 minutes 55 seconds West, a distance of 39.38 feet; thence North 38 degrees 27 minutes 56 seconds West, a distance of 155.32 feet to the point of beginning, containing 7.37 acres of land, more or less.

EXHIBIT B TO DEED

Grantee covenants for itself, and its successors and assigns, that for a period of five (5) years following the delivery of this deed:

- A. No part of the real property conveyed herein shall be used as a drug store, or for a business with a pharmacy department requiring the services of a registered pharmacist.
- B. No part of the real property conveyed herein shall be operated by a national or regional grocery food chain.
- C. No part of the real property conveyed herein shall be used as a food store or food department, or for the sale of meats, fish, produce, dairy products, bakery products or any of them for off-premises consumption, provided that nothing herein shall prevent the sale of such products as an incidental part of a business so long as the total number of square feet devoted to the display for the sale of such products does not exceed 20 percent of the building improvements in which such products are sold.

EXHIBIT E

GENERAL ASSIGNMENT

THIS ASSIGNMENT is made this ____ day of _____, 2015, by 4522 MAPLECREST ROAD LLC, a Delaware limited liability company ("Assignor") to _____, a _____ ("Assignee").

WITNESSETH:

WHEREAS, Assignor has this date conveyed to Assignee certain real property legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, in connection with the conveyance of the Property to Assignee, Assignor has agreed to convey to Assignee all of Assignor's right, title and interest in and to certain property, contract rights and other matters more fully described below.

NOW, THEREFORE, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the following, to the extent assignable by Assignor:

- (1) All governmental licenses, permits, certificates (including certificates of completion and certificates of occupancy), authorizations and approvals held by Assignor and necessary for the current occupancy, use and operation of, and construction upon, the Property (collectively, the "Permits");
- (2) All existing warranties, guarantees and bonds, including, without limitation, contractor's, architect's and manufacturer's warranties and guarantees and all valid roof warranties from the installation by contractor and manufacturer for each of the buildings located on the Property held by Assignor and given by third parties with respect to the Property (collectively, the "Warranties"); and
- (3) All current, surveys, plans and specifications that relate to the Property (collectively, the "Plans")(the Permits, the Warranties and the Plans being hereinafter collectively referred to as the "Intangible Property").

Assignor represents and warrants to Assignee that Assignor has not previously assigned, pledged or hypothecated Assignor's right, title or interest in and to the Intangible Property or any portion thereof. All costs of transferring or assigning the Intangible Property shall be the sole and exclusive obligation of Assignee. The

Intangible Property is being conveyed without warranty or representation of Assignor except as expressly provided above.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly officer as of the date first set forth above.

4522 MAPLECREST ROAD LLC, a Delaware limited liability company

By: MKTSP LLC, a New York limited liability company, its Manager

By:: _____
Andreas V. Kissal
Managing Partner

EXHIBIT A
TO GENERAL ASSIGNMENT

REAL PROPERTY DESCRIPTION