

AGREEMENT OF SALE

Between

KEVIN ENGLE
(an individual residing in Rosemary Beach, Florida)

Seller

- and -

AMERICAN BAPTIST CHURCHES IN THE U.S.A.
(a New York not-for-profit corporation)

Purchaser

Dated: June __, 2018

Property: 1015 West 9th Avenue
King of Prussia, PA 19406

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. Definitions.....	1
2. Agreement to Sell and Purchase.....	5
3. Purchase Price.....	6
4. Failure to Pay Deposit; Separate Escrow Agreement.	7
5. Closing.	8
6. Title and Survey.....	8
7. Purchaser's Due Diligence	9
8. Confidentiality and Return of Documents.	11
9. Representations and Warranties; "AS IS".	12
10. Provisions With Respect To Closing.....	16
11. Prorations; Post-Closing Adjustments.	18
12. Operations Documents.	19
13. Limitation on Claims.....	20
14. Casualty and Condemnation.	21
15. Conditions Precedent.....	22
16. Default.....	23
17. Interim Operation of Property.....	24
18. Brokers.....	26
19. Notices.....	26
20. Miscellaneous.	27

SCHEDULE OF EXHIBITS

Exhibit 1A	Existing Lease
Exhibit 2.1	Legal Description of the Land
Exhibit 4.2	Escrow Agreement
Exhibit 9.1.12	Leasing Brokerage Agreement
Exhibit 10.1.1	Form of Lease Termination Agreement for Existing Lease
Exhibit 10.1.4	FIRPTA Affidavit
Exhibit 10.4	General Assignment and Assumption Agreement

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") is made and entered into this ____ day of June, 2018, by and between KEVIN ENGLE, an individual residing in Rosemary Beach, Florida ("Seller"), and AMERICAN BAPTIST CHURCHES IN THE U.S.A., a New York not-for-profit corporation ("Purchaser").

BACKGROUND

Seller is the owner of certain Premises (as hereinafter defined) located at 1015 West 9th Avenue, Upper Merion Township, Montgomery County, Pennsylvania. Seller now desires to sell and Purchaser desires to purchase the Premises and certain intangible personal property related to the operation of the Premises, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound, Seller and Purchaser agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below, which meanings shall be applicable equally to the singular and plural of the terms defined:

"Affiliate" shall mean with respect to any Person any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such Person.

"Agreement" is defined in the first paragraph of this document.

"Anti-Money Laundering Act" is defined in Subsection 9.1.6.

"Appurtenances" is defined in Section 2.3.

"Assets" is defined in Section 2.4.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a federal holiday recognized by the Federal Reserve Bank of Philadelphia.

"Claims" is defined in Subsection 13.1.1.

"Claims Expiration Date" is defined in Subsection 13.2.1.

"Claims Notice" shall mean a written notice delivered by Purchaser to Seller setting forth (A) the specific provision of this Agreement under which the claim is made, and (B)

a complete and detailed description of the claimed breach or inaccuracy or the event or circumstance as to which indemnification is sought, and (C) detailed information as to the damages claimed to arise from the claimed breach or the event or circumstance as to which indemnification is sought.

"Closing" is defined in Article 5.

"Closing Date" is defined in Article 5.

"Closing Month" shall mean the calendar month in which Closing occurs.

"Deposit" shall mean the First Deposit and the Second Deposit, collectively.

"Due Diligence Documents" shall mean and consist of the following documents, but only to the extent in the possession and control of Seller: (A) the Existing Lease; (B) Service Contracts; (C) Permits; (D) Warranties; (E) utility bills, repair and maintenance bills for the Premises for the following years: 2015, 2016 and 2017 ; (F) plans and specifications showing "as built" conditions; (G) all reports prepared within the three-year period preceding the Effective Date regarding the physical condition of the Premises, such as geotechnical, structural, mechanical, roof, environmental and seismographic studies; (H) property tax bills (including any special assessments) for the three-year period preceding the Effective Date; (I) the most current survey of the Premises and title policy; (J) a summary of any pending insurance claims and any pending lawsuits relating to the Premises; and (K) the Lease Termination Agreement(s) for the Existing Lease in the form attached as exhibit 10.1.1.

"Due Diligence Period" is defined in Subsection 7.1.1.

"Due Diligence Termination Notice" is defined in Subsection 7.3.1.

"Effective Date" shall mean the last date on which both parties have executed and received a fully executed duplicate original of this Agreement.

"Environmental Laws" shall mean all Federal, state and local laws, statutes, ordinances, codes, regulations and other requirements respecting the environment, including but not limited to those respecting: (A) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous or toxic substances or materials; (B) pollution or contamination of land, improvements, air (including indoor air), or water (including groundwater); (C) emissions, spills, releases, or discharges of any substance onto or into the land, improvements, air (including indoor air), or water (including groundwater), or any sewer or septic system; (D) protection of wetlands; (E) aboveground or underground storage tanks; (F) air quality (including indoor air quality) or water quality (including groundwater quality); and (G) protection of endangered species.

"Escrow Agent" is defined in Section 3.1.

"Escrow Fund" shall mean the Deposit and all interest accrued thereon.

"Evaluation Material" shall mean (A) the Due Diligence Documents, (B) all other documents and written or oral information, as well as forms of electronically transmitted data, furnished to Purchaser or its Representatives, relating to the Assets, (C) memoranda, notes, analyses, reports, compilations, or studies prepared by Purchaser or its Representatives (in whatever form of medium) that contain or are derived from information provided by Seller, or (D) any information obtained by Purchaser or its Representatives through their inspection of the Premises.

"Exceptions" shall mean any liens, encumbrances, judgments, mortgages, easements or restrictions with respect to the Premises.

"Executive Order" is defined in Subsection 9.1.6.

"Existing Lease" shall mean a lease, license agreement or occupancy agreement with respect to the Premises in existence on the Effective Date, as set forth on **Exhibit 1A**.

"First Deposit" is defined in Section 3.1.

"Governmental Authority" shall mean any federal, state, county or municipal government, or political subdivision thereof, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, or public body, or any court or administrative tribunal.

"Hazardous Materials" shall mean any substance, material or waste defined as a pollutant or contaminant, or as a hazardous, toxic or dangerous substance, material or waste, under any Environmental Law, including, without limitation, petroleum, petroleum products, PCBs and asbestos.

"Improvements" is defined in Section 2.2.

"Indemnified Party" is defined in Article 18.

"Intangibles" is defined in Section 2.4.

"Land" is defined in Section 2.1.

"Lease" shall mean any Existing Lease or New Lease.

"Leasing Costs" shall mean costs of tenant improvement work or allowances, third-party leasing commissions and other leasing costs.

"Maximum Recovery Amount" is defined in Subsection 13.1.2.

"Notice of Objection" is defined in Section 6.2.

"Patriot Act" is defined in Subsection 9.1.6.

"Permits" is defined in Subsection 2.4.1.

"Permitted Exceptions" shall mean: (A) interests and rights of Tenants in possession under Lease; (B) liens for real estate taxes, water and sewer rents and other lienable services that are apportioned as provided in Section 11.1, including special assessments; (C) the standard or printed exceptions contained in the form of owner's policy issued by Purchaser's title insurance company; (D) an exception for any state of facts or other matters which would be shown by a survey which would not materially interfere with the use of the Premises in the manner in which it is currently being used; (E) any and all present and future laws, ordinances, restrictions, requirements, resolutions, orders, rules and regulations of any Governmental Authority, as now or hereafter existing or enforced (including, without limitation, those related to zoning and land use); (F) possible additional tax assessments for new construction and/or major improvements; (G) any exceptions caused by Purchaser or any of its Representatives; (G) any liens that are the obligation of a Tenant to discharge; and, (H) any recorded or unrecorded covenants, conditions, restrictions, rights of way and easements which would not materially interfere with the use of the Premises in the manner in which it is presently being used. In addition, other Exceptions may become Permitted Exceptions, as provided in Section 6.3 and Subsection 6.5.2.

"Person" shall mean any individual, partnership, joint venture, corporation, trust, limited liability company, unincorporated association, any other entity and any government or any department or agency thereof, whether acting in an individual, fiduciary or other capacity.

"Premises" is defined in Section 2.3.

"Prime Rate" shall mean the prime (or base) rate of interest for most credit worthy borrowers publicly announced by PNC Bank, or its successor from time to time.

"Prohibited Person" is defined in Subsection 9.1.6.

"Purchase Price" is defined in Article 3.

"Purchaser" is defined in the first paragraph of this Agreement.

"Purchaser Party" is defined in Subsection 9.2.6.

"Related Agreements" is defined in Subsection 9.1.1

"Representative" shall mean any agent, employee, officer, director, partner, shareholder, contractor, consultant or advisor of a party or of any Affiliate.

"Response Notice" is defined in Section 6.4.

"Second Deposit" is defined in Section 3.2.

"Seller" is defined in the first paragraph of this Agreement.

"Seller Notice Period" is defined in Section 6.4.

"Seller Party" is defined in Subsection 9.1.6.

"Service Contract" shall mean any service contract, maintenance contract, operating contract, listing agreement, commission agreement, equipment lease or comparable agreement relating to the Assets.

"Significant Transaction" shall mean (A) the execution, termination or material modification of any Lease covering in excess of 5,000 square feet, or (B) the execution of any Service Contract, Lease or other commitment of any sort, with respect to the Assets that would require that Purchaser make expenditures following Closing in excess of \$50,000, and that is not terminable without cause and without penalty on thirty (30) days' notice or less. Notwithstanding the foregoing, the termination of any of the Existing Lease shall not constitute a Significant Transaction.

"Survey" is defined in Section 6.1.

"Tenant" shall mean the tenant under any Lease.

"Threshold Amount" is defined in Subsection 14.1.1.

"Title Commitment" is defined in Section 6.1.

"Title Review Date" shall mean the date which is forty-five (45) days after the Effective Date.

"Title Termination Notice" is defined in Subsection 6.5.1.

"Transaction Documents" is defined in Section 13.1.

"Unpermitted Exceptions" is defined in Section 6.2.

"Warranties" is defined in Subsection 2.4.2.

2. Agreement to Sell and Purchase.

Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller the following:

2.1. Land. All that certain tract or parcel of land described by metes and bounds in **Exhibit 2.1** (the "Land").

2.2. Improvements. The building and other improvements located on the Land, including all fixtures, electrical, heating, ventilating, air conditioning, plumbing, security, fire suppression and other mechanical systems (the "Improvements").

2.3. Appurtenances. All easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, belonging to or inuring to the benefit of the Land, and all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining the Land (collectively, the "Appurtenances").

The Land, Improvements and Appurtenances are referred to collectively as the "Premises".

2.4. Intangibles. The following intangible personal property (collectively, the "Intangibles"):

2.4.1. to the extent assignable and not requiring payment of any fee in connection with such assignment, all currently effective licenses, authorizations, approvals, permits and certificates of occupancy issued by any Governmental Authority and relating to the ownership, use, operation or occupancy of the Premises (the "Permits");

2.4.2. to the extent assignable and not requiring payment of any fee in connection with such assignment, all currently effective warranties and guaranties given by any contractor, supplier or manufacturer of any Personal Property or Improvements, or of any work performed on any Personal Property or Improvements (the "Warranties").

The Premises and Intangibles are referred to collectively as the "Assets."

3. **Purchase Price.**

The purchase price for the Assets (the "Purchase Price") is based on the Closing Date. If the Closing Date is:

- (a) on or before July 31, 2018, then the Purchase Price is ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,375,000);
- (b) during the month of August 2018, then the Purchase Price is ONE MILLION THREE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$1,362,500);
- (c) during the month of September 2018, then the Purchase Price is ONE MILLION THREE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$1,347,500);
- (d) during the month of October 2018, then the Purchase Price is ONE MILLION THREE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$1,327,500);

(e) during the month of November 2018, then the Purchase Price is ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000);

which, subject to the terms and conditions of this Agreement, shall be paid as follows:

3.1. First Deposit. FORTY THOUSAND DOLLARS (\$40,000) (the "First Deposit") shall be paid by Purchaser to First American Title Insurance Company (the "Escrow Agent") by wire transfer of immediately available funds, on the Effective Date. The wire transfer shall be made in accordance with the instructions provided by Seller.

3.2. Second Deposit. FORTY THOUSAND DOLLARS (\$40,000) (the "Second Deposit") shall be paid by Purchaser to the Escrow Agent by wire transfer of immediately available funds, on the first Business Day following the expiration of the Due Diligence Period, if Purchaser does not terminate this Agreement pursuant to Section 7.3. The wire transfer shall be made in accordance with the instructions provided by Seller.

3.3. Balance of Purchase Price. The balance of the Purchase Price (less the interest accrued on the Deposit), subject to the adjustments and credits provided in Articles 10 and 11, shall be paid by Purchaser at Closing by one or more wire transfers of immediately available funds to an account designated by Seller.

4. Failure to Pay Deposit; Separate Escrow Agreement.

4.1. Failure to Pay Deposit. Failure by Purchaser to pay the First Deposit or the Second Deposit by the dates provided in Article 3, shall constitute a default under this Agreement, and Seller shall be entitled to exercise all rights and remedies available at law or in equity. In the event that Purchaser shall fail to pay the Second Deposit, then, in addition to the foregoing, the Escrow Fund shall be paid to Seller and shall be retained by Seller, as Seller may elect, (a) on account of the Purchase Price, or (b) as liquidated damages for Purchaser's default. In the event that Seller elects to retain the Escrow Fund as liquidated damages for Purchaser's default, this Agreement shall become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement, and neither Seller nor Purchaser shall have any further liability or obligation to the other under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement.

4.2. Separate Escrow Agreement. The Deposit shall be held in escrow pursuant to the terms of a separate escrow agreement among Purchaser, Seller and Escrow Agent. The form of escrow agreement is attached to this Agreement as **Exhibit 4.2.**

5. Closing.

Closing under this Agreement (the "Closing") shall take place as a "mail closing" at the offices of the Escrow Agent or such other place as the parties may agree, at 10:00 A.M. no later than November 30, 2018 or earlier at Purchaser's option upon seven (7) days' notice (the "Closing Date").

6. Title and Survey.

6.1. Application. Promptly upon execution of this Agreement, Purchaser shall make application for a commitment for the issuance of a 2006 ALTA Owner's Policy of Title Insurance (the "Title Commitment"). Purchaser may also, at its election, obtain a new survey of the Land (the "Survey").

6.2. Title Review. If the Title Commitment or Survey contain any Exceptions other than Permitted Exceptions, and any of such other Exceptions are not acceptable to Purchaser ("Unpermitted Exceptions"), Purchaser shall, prior to the Title Review Date, deliver to Seller written notice of Purchaser's objections (a "Notice of Objection"), if any, to such Unpermitted Exceptions.

6.3. Waiver. Any Exception to which Purchaser does not object on or before the Title Review Date shall be deemed accepted by Purchaser and shall thereafter be a Permitted Exception. If Purchaser fails to deliver a Notice of Objection to Seller on or before the Title Review Date, all Exceptions shall thereafter be Permitted Exceptions and Purchaser shall be deemed to have waived its right to give a Notice of Objection.

6.4. Seller's Notice. Within ten (10) days following the date of receipt of a Notice of Objection (the "Seller Notice Period") from Purchaser, Seller shall give notice (a "Response Notice") advising Purchaser that either (a) Seller will cause Purchaser's title insurance company to remove the Unpermitted Exceptions or insure Purchaser against loss as a result of the Unpermitted Exceptions, or (b) Seller does not agree to cause Purchaser's title insurance company to remove the Unpermitted Exceptions or insure Purchaser against loss as a result of the Unpermitted Exceptions.

6.5. Title Termination Notice.

6.5.1. If there are any Unpermitted Exceptions that Seller does not agree to cause Purchaser's title insurance company to remove or insure Purchaser against loss as a result of, Purchaser may terminate this Agreement by giving notice in writing to Seller (the "Title Termination Notice") within ten (10) days following Purchaser's receipt of the Response Notice. If Purchaser gives a Title Termination Notice (a) the Escrow Fund shall be paid to Purchaser, (b) this Agreement shall then become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement, and (c) neither Seller nor Purchaser shall have any further liability or obligation to the other under

this Agreement, except for those obligations expressly stated to survive the termination of this Agreement.

6.5.2. If Purchaser does not give a Title Termination Notice within the period set forth in Subsection 6.5.1, the Unpermitted Exceptions that Seller does not agree to cause Purchaser's title insurance company to remove or insure Purchaser against loss as a result of, shall be deemed accepted by Purchaser, shall thereafter be Permitted Exceptions, and this Agreement shall remain in full force and effect.

6.6. Inability to Convey. If Seller elects to cause Purchaser's title insurance company to remove or insure Purchaser against loss as a result of any Unpermitted Exceptions pursuant Subsection 6.4(a), but Seller subsequently determines that it is unable or unwilling to do so, Purchaser's sole remedy shall be (a) to accept title to the Premises subject to such Exceptions and without reduction of the Purchase Price, or (b) to terminate this Agreement by written notice to Seller, in which case (i) the Escrow Fund shall be paid to Purchaser, (ii) this Agreement shall then become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement, and (iii) neither Seller nor Purchaser shall have any further liability or obligation to the other under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement.

6.7. No Action Required. Nothing contained in this Agreement shall require Seller to bring any action or proceeding or otherwise to incur any expense to correct, discharge or otherwise remove any Exceptions.

7. Purchaser's Due Diligence

7.1. Review of Physical Condition.

7.1.1. Purchaser shall have a period of sixty (60) days from the Effective Date (the "Due Diligence Period") within which to inspect the physical condition of the Premises and make such engineering, environmental and other studies as Purchaser may elect. For the purpose of conducting such inspections and studies, Seller agrees to provide Purchaser and its Representatives, accompanied by a Representative of Seller, reasonable access to the Premises at all reasonable times on Business Days during the Due Diligence Period upon at least twenty-four (24) hours' prior written notice to Seller, for Seller to notify tenant. Such notice shall detail the scope of the due diligence Purchaser intends to conduct during its presence on the Premises.

7.1.2. Purchaser shall conduct all audits, examinations and inspections of the Premises in a manner that will not interfere with the business or operations of Seller or any Tenant, or harm or damage the Premises. Purchaser shall restore the Premises to its condition prior to any such audits, examinations or inspections immediately after conducting the same and repair immediately any damage to the Premises caused by Purchaser or its Representatives. Purchaser agrees not to conduct any drilling or boring at the Premises without the prior written consent of Seller. The provisions of this Subsection 7.1.2 shall survive the termination of this Agreement.

7.1.3. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys' fees and litigation costs) and judgments of any nature arising or alleged to arise from or in connection with any injury to, or death of, any person or loss or damage to property in connection with entry onto the Premises or any activities conducted by Purchaser or its Representatives on the Premises. The provisions of this Subsection 7.1.3 shall survive the termination of this Agreement.

7.2. Review of Documents.

7.2.1. Purchaser shall have the right, during the Due Diligence Period, to review the Due Diligence Documents. Seller agrees to make the Due Diligence Documents available to Purchaser for inspection and copying, at the offices of Seller's broker, at all reasonable times on Business Days during the Due Diligence Period upon at least twenty-four (24) hours prior written notice to Seller.

7.2.2. Purchaser acknowledges that the Due Diligence Documents are made available to Purchaser "AS-IS, WHERE IS AND WITH ALL FAULTS," patent and latent.

7.3. Right of Termination.

7.3.1. If a fully executed lease termination agreement in the form attached hereto as Exhibit 10.1.1 for the Existing Lease is not delivered to Purchaser prior to the end of the Due Diligence Period, and/or if a study, investigation or inspection report obtained by Purchaser or any review of the Due Diligence Documents reveals material adverse information with respect to the Premises, and Seller is unable or unwilling to remedy the problem to Purchaser's reasonable satisfaction, Purchaser may elect to terminate this Agreement by giving notice in writing to Seller (the "Due Diligence Termination Notice") on or prior to the expiration of the Due Diligence Period. The Due Diligence Termination Notice shall state the specific material adverse information based upon which Purchaser has decided to terminate this Agreement, and shall be accompanied by a copy of the study, investigation or inspection report, or Due Diligence Document which reveals such information.

7.3.2. If Purchaser gives the Due Diligence Termination Notice pursuant to Subsection 7.3.1 (a) the Escrow Fund shall be paid to Purchaser, (b) this Agreement shall then become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement, and (c) neither Seller nor Purchaser shall have any further liability or obligation to the other under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement.

7.3.3. In the event Purchaser fails to give the Due Diligence Termination Notice prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have waived its right to terminate this Agreement under Subsection 7.3.1.

7.4. Service Contracts. Prior to the expiration of the Due Diligence Period, Purchaser shall give notice to Seller specifying which Service Contracts Purchaser elects to assume at Closing; provided, however, Purchaser shall not have the right to assume any Service Contract which is not assignable or which is assignable only upon payment of a fee. Promptly following the expiration of the Due Diligence Period, Seller will terminate, as of the Closing Date, any Service Contracts which Purchaser does not elect to assume. Purchaser acknowledges, however, that some or all of the Service Contracts may require advance notice of termination and may not be terminable within the period from the end of the Due Diligence Period to the Closing Date. Purchaser will assume any Service Contracts which cannot be terminated prior to the Closing Date, and will be responsible for all costs under such Service Contracts for the period from the Closing Date through the date the relevant Service Contracts terminate.

8. Confidentiality and Return of Documents.

8.1. Covenant. Purchaser agrees, for itself and its Representatives, that:

8.1.1. Purchaser and its Representatives will use all Evaluation Material exclusively for the purpose of evaluating the purchase of the Assets as contemplated by this Agreement and not for any other purpose whatsoever; and

8.1.2. Neither Purchaser nor its Representatives will disclose any Evaluation Material or use it to the detriment of Seller; provided, however, that Purchaser may, without liability, disclose Evaluation Material (a) to any Representative of Purchaser who needs to know such Evaluation Material for the purpose of evaluating the purchase of the Assets (it being understood that Purchaser shall be fully responsible for any disclosures by any such Representative), and (b) pursuant to administrative order or as otherwise required by law.

8.2. Disclosure. In the event that Purchaser desires to disclose Evaluation Material under the circumstances contemplated by Subsection 8.1.2(b), Purchaser will (a) provide Seller with prompt notice thereof, (b) consult with Seller on the advisability of taking steps to resist or narrow such disclosure, and (c) cooperate with Seller (at Seller's cost) in any attempt that Seller may make to obtain an order or other reliable assurance that confidential treatment will be accorded to the Evaluation Material.

8.3. Return of Materials. Purchaser agrees that, in the event this Agreement is terminated or Closing is not completed for any reason, all written Evaluation Material provided by Seller, and all copies thereof, will be returned to Seller promptly upon Seller's request. All analyses, compilations, studies or other documents prepared by or for Purchaser containing Evaluation Material or otherwise based thereon will be (at Purchaser's option) either (a) destroyed, or (b) retained by Purchaser in accordance with the confidentiality restrictions set forth in this Article 8.

8.4. Remedies. Purchaser acknowledges that significant portions of the Evaluation Material are proprietary in nature and that Seller and its Affiliates would suffer significant and irreparable harm in the event of the misuse or disclosure of the Evaluation Material. Without affecting any other rights or remedies that either party may have, Seller shall be entitled to the remedies of injunction, specific performance and other equitable relief for any breach, threatened breach or anticipatory breach of the provisions of this Article 8 by Purchaser or its Representatives.

8.5. Indemnification. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys' fees and litigation costs) and judgments of any nature arising or alleged to arise from or in connection with any breach of this Article 8 by Purchaser or any of its Representatives.

8.6. Survival. The provisions of this Article 8 shall survive the termination of this Agreement.

9. **Representations and Warranties; "AS IS".**

9.1. Seller's Representations and Warranties.

9.1.1. This Agreement and all related agreements ("Related Agreements") have been duly authorized, executed and delivered by Seller and constitute the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

9.1.2. Except as otherwise set forth in this Agreement, no consent, approval or other authorization of or by any Governmental Authority is required in connection with Seller's (a) execution and delivery of this Agreement or any Related Agreement, (b) compliance with the terms of this Agreement or any Related Agreement, or (c) completion of the transactions contemplated by this Agreement or any Related Agreement.

9.1.3. No proceedings or actions are pending or threatened, which do or might limit or impair Seller's power, authority or right to (a) execute and deliver this Agreement or any Related Agreement, (b) comply with the terms of this Agreement or any Related Agreement, or (c) complete the transactions contemplated by this Agreement or any Related Agreement.

9.1.4. Seller's execution and delivery of this Agreement and all Related Agreements, compliance with the terms of this Agreement and all Related Agreements, and completion of the transactions contemplated by this Agreement and all Related Agreements, will not conflict with, or result in a breach of any mortgage, lease, agreement or other instrument, or any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority to which Seller is a party or by which it or its properties is bound.

9.1.5. There is no action, suit or proceeding pending or threatened, against or affecting the Assets or relating to or arising out of the ownership, management, operation or condition of the Assets in any court or before or by any other Governmental Authority or arbitration, mediation or conciliation tribunal.

9.1.6. No Seller Party is a Prohibited Person. No Seller Party is in violation of the Executive Order, the Patriot Act, the Anti-Money Laundering Act, or any order, rule, regulation or recommendation promulgated under or in connection with the Executive Order, the Patriot Act or the Anti-Money Laundering Act. "Seller Party" means and includes any and all of the following: Seller and, any Affiliate of Seller. "Prohibited Person" means and includes any person or entity with whom US persons or entities are prohibited or restricted from doing business pursuant to any of the following: the Executive Order and the Annex thereto; the regulations of the Office of Foreign Asset Control of the Department of the Treasury (including the Specially Designated Nationals and Blocked Persons List, as updated from time to time); and, any other statute, law, executive order, rule, regulation or other governmental action. "Executive Order" means Executive Order 13224 signed on September 24, 2001 and titled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism." "Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001. "Anti-Money Laundering Act" means the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001.

9.1.7. The zoning classification of the Premises is (a) SM, Upper Marion Township, (b) the present use of the Premises is in compliance with applicable zoning laws and ordinances, and (c) there are no notices of uncorrected violations of the housing, building, safety or fire ordinances.

9.1.8. Annexed hereto as **Exhibit 1A** is a true, complete and accurate schedule of the Existing Lease in effect with respect to the Premises, with a Lease Termination Agreement to be entered into between Seller and Tenant prior to the expiration of the Due Diligence Period.

9.1.9. No action or proceeding instituted by Seller against any Tenant or by any Tenant against Seller under the Lease is presently pending in any court.

9.1.10. No Tenant or any other person or entity has an option or right of first offer or first refusal to purchase all or a portion of the Premises.

9.1.11. Seller has received no written notice of any pending condemnation or eminent domain proceedings that would affect any part of the Premises and has no knowledge that the same are threatened.

9.1.12. Except as disclosed on **Exhibit 9.1.12**, there are no brokerage agreements in effect with respect to the leasing of space in the Improvements to which Seller is a party and under which Seller has any further liability for commissions.

9.1.13 The consummation of the transactions contemplated hereby will not render Seller insolvent or constitute a fraudulent conveyance or fraudulent transfer under any applicable law. Seller has not made any general assignment for the benefit of Seller's creditors. No proceeding seeking (a) relief for Seller under any bankruptcy or insolvency law, (b) the rearrangement or readjustment of Seller's debt, (c) the appointment of a receiver, custodian, liquidator or trustee to take possession of substantially all of the assets of Seller, or (d) the liquidation of Seller, has been commenced or is planned by Seller or has been threatened by any other Person.

9.2. Purchaser's Representations and Warranties.

9.2.1. Purchaser has full power, authority and legal right to (a) execute and deliver this Agreement and all Related Agreements, (b) comply with the terms of this Agreement and all Related Agreements, and (c) complete the transactions contemplated by this Agreement and all Related Agreements.

9.2.2. This Agreement and all Related Agreements have been duly authorized, executed and delivered by Purchaser and constitute the valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

9.2.3. Except as otherwise set forth in this Agreement, no consent, approval or other authorization of or by any Governmental Authority is required in connection with Purchaser's (a) execution and delivery of this Agreement or any Related Agreement, (b) compliance with the terms of this Agreement or any Related Agreement, or (c) completion of the transactions contemplated by this Agreement or any Related Agreement.

9.2.4. No proceedings or actions are pending or threatened, which do or might limit or impair Purchaser's power, authority or right to (a) execute and deliver this Agreement or any Related Agreement, (b) comply with the terms of this Agreement or any Related Agreement, or (c) complete the transactions contemplated by this Agreement or any Related Agreement.

9.2.5. Purchaser's execution and delivery of this Agreement and all Related Agreements, compliance with the terms of this Agreement and all Related Agreements, and completion of the transactions contemplated by this Agreement and all Related Agreements, will not conflict with, or result in a breach of any mortgage, lease, agreement or other instrument, or any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority to which Purchaser is a party or by which it or its properties is bound.

9.2.6. No Purchaser Party is a Prohibited Person. No Purchaser Party is in violation of the Executive Order, the Patriot Act, the Anti-Money Laundering Act, or any order, rule, regulation or recommendation promulgated under or in connection with the Executive Order, the Patriot Act or the Anti-Money Laundering Act. "Purchaser Party" means and includes any and all of the following: Purchaser; any officer, director, shareholder, partner or

member of Purchaser; any Person that directly or indirectly holds an equity interest in Purchaser; and, any Affiliate of Purchaser.

9.3. ASSETS SOLD "AS IS".

9.3.1. PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT (A) PURCHASER HAS COMPLETED ITS OWN INDEPENDENT INVESTIGATION OF THE ASSETS AND IS ACQUIRING THE ASSETS BASED SOLELY ON SUCH INDEPENDENT INVESTIGATION, (B) SELLER SHALL SELL AND PURCHASER SHALL PURCHASE THE ASSETS "AS IS, WHERE IS AND WITH ALL FAULTS," PATENT AND LATENT, (C) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER, OR ANY REPRESENTATIVE OF SELLER, AS TO ANY MATTER, CONCERNING THE ASSETS, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Assets or any aspect or portion thereof, including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, soils, geology and groundwater, (ii) the dimensions or lot size of the Land or the square footage of the Improvements, (iii) the development or income potential, or rights of or relating to, the Assets, or the use, habitability, merchantability, or fitness of the Assets, or the suitability, value or adequacy of the Assets for any particular purpose, (iv) the zoning or other legal status of the Assets or any other public or private restrictions on the use of the Assets, (v) the compliance of the Assets or their operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any Governmental Authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act), (vi) the ability of Purchaser to obtain any necessary governmental approvals, licenses or permits for Purchaser's intended use or development of the Assets, (vii) the presence or absence of Hazardous Materials on, in, under, above or about the Premises or any adjoining or neighboring Premises, (viii) the quality of any labor and materials used in any Improvements, (ix) the Service Contracts or any other agreements affecting the Assets, or the intention of any party with respect to the negotiation and/or execution of any lease or contract with respect to the Assets, (x) the condition of title to the Assets, (xi) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to, the operation of the Assets, or (xii) the accuracy of the Due Diligence Documents or any information contained in the Due Diligence Documents.

9.3.2. Without limiting the generality of the foregoing, Purchaser expressly acknowledges and agrees that, except as expressly set forth in Section 9.1, Purchaser is not relying on any representation or warranty of Seller or any of its Representatives, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law or other legally binding right or remedy in favor of Purchaser.

9.3.3. Purchaser further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Representative of Seller.

9.4. Purchaser's Responsibility. Any changes, alterations, repairs or work required with respect to the Assets are the sole responsibility of Purchaser, and Seller shall have no obligation to make or perform any changes, alterations, repairs or work with respect to the Assets. Purchaser is solely responsible for obtaining any certificate of occupancy, resale certification, use and occupancy certificate or any other approval or permit necessary for transfer or occupancy of the Assets and for any repairs or alterations necessary to obtain the same, all at Purchaser's sole cost and expense.

9.5. Release. Without limiting the foregoing provisions, Purchaser, for itself and any successors and assigns of Purchaser (including, without limitation, any assignee), waives its right to recover from, and forever releases and discharges, and covenants not to sue, Seller or Seller's Representatives and their respective heirs, successors, personal representatives and assigns, with respect to any and all claims and causes of action, whether direct or indirect, known or unknown, foreseen or unforeseen, in contract, tort or under statute, that may arise on account of or in any way be connected with the Assets including, without limitation, the physical, environmental and structural condition of the Premises or any law or regulation applicable thereto, including, without limitation, any claim or cause of action relating to the use, presence, discharge or release of Hazardous Materials on, under, in, above or about the Premises (including, without limitation, any and all claims under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, or any other federal, state or local statute or regulation, or any federal or state common law, whether now existing or applicable or hereafter enacted or applicable, providing for or permitting any right of recovery for any environmental matter or condition). Notwithstanding the foregoing, Purchaser does not waive its rights, if any, to recover from, and does not release or discharge or covenant not to sue Seller for any breach of Seller's representations and obligations set forth in this Agreement.

9.6. Survival. The provisions of this Article 9 shall survive the Closing, or, if the Closing does not occur, the termination of this Agreement.

10. Provisions With Respect To Closing.

At Closing:

10.1. Seller Deliveries. Seller shall deliver or cause to be delivered the following:

10.1.1. evidence, satisfactory to the Purchaser, that the tenant under the Existing Lease shall have vacated the Premises;

10.1.2. a special warranty deed for the Premises, duly executed and acknowledged by Seller, in proper form for recording, subject to all easements, restrictions, conditions, agreements and other encumbrances of record, to the extent valid and subsisting. If the legal description contained in the Survey is different from the legal description attached to this Agreement as **Exhibit 2.1**, the legal description contained in **Exhibit 2.1** will be used in the deed and in all other documents delivered at Closing, but Seller will also deliver a quitclaim deed with the legal description contained in the Survey;

10.1.3. an affidavit to Purchaser's title insurance company of the type customarily provided by sellers of real property to induce title companies to insure over certain "standard" or "preprinted" exceptions to title;

10.1.4. an affidavit, in accordance with the Foreign Investment in Real Property Tax Act, in the form attached to this Agreement as **Exhibit 10.1.4**; and

10.1.5. a set of keys or key cards to the Premises.

10.1A Seller and Purchaser Documents. Seller and Purchaser shall cooperate in the preparation of all appropriate documentation ancillary to the contemplated transaction, including any transfer tax forms, a settlement statement, and such documents as are required by Purchaser's title insurance company in accordance with its customary practice to document that the transactions contemplated hereby have been duly authorized by all necessary organizational action of Seller and Purchaser (including, without limitation, consents, resolutions and incumbency certificates).

10.2. Escrow Fund. Purchaser shall cause Escrow Agent to deliver the Escrow Fund to Seller by wire transfer of immediately available funds to an account designated by Seller, and the Deposit and the interest accrued thereon shall be credited against the Purchase Price.

10.3. Balance of Purchase Price. Purchaser shall deliver the balance of the Purchase Price to Seller by wire transfers of immediately available funds to an account designated by Seller.

10.4. General Assignment and Assumption Agreement. Purchaser and Seller shall enter into a General Assignment and Assumption Agreement in the form attached to this Agreement as **Exhibit 10.4**.

10.5. Closing Expenses.

10.5.1. Purchaser shall pay all recording and escrow fees incurred with respect to the transactions contemplated by this Agreement.

10.5.2. Purchaser shall pay the costs of the Title Commitment, title policy and all endorsements thereto, the cost of the Survey, and all costs of any appraisal, engineering and environmental reports obtained by Purchaser.

10.5.3. Seller and Purchaser each shall pay one-half of the transfer taxes applicable to the special warranty deed. Purchaser shall be solely responsible for any transfer taxes applicable to the quitclaim deed.

10.5.4. Seller and Purchaser each shall be responsible for paying their respective attorneys' fees and costs.

10.5.5. Purchaser and Seller agree that, given the de minimis amount of Intangibles included in the Assets, no portion of the Purchase Price is allocable or attributable to such Intangibles.

11. Prorations; Post-Closing Adjustments.

11.1. Sums Prorated. The following items shall be prorated as of 12:01 a.m. prevailing Eastern Time on the Closing Date, on the basis of a 365-day year, with Purchaser deemed the owner of the Assets on the entire Closing Date:

11.1.1. real estate taxes, including refunds with respect thereto, if any;

11.1.2. the current installment (only) of any improvement bond or assessment that is a lien on the Premises or that is pending and may become a lien on the Premises;

11.1.3. water, sewer and utility charges;

11.1.4. amounts payable under any Service Contracts assumed by Purchaser;

11.1.5. amounts payable under Service Contracts which will continue in force after Closing, as provided in Section 7.5;

11.1.6. annual permits and/or inspection fees (calculated on the basis of the period covered); and

11.1.7. any other income or expenses relating to the operation and maintenance of the Assets that are normally prorated in transactions of the kind contemplated by this Agreement.

11.2. Meter Readings. Arrangements shall be made for the reading of meters for all utilities on or about the Closing Date. If such meter readings take place on a date other than the Closing Date, a pro rata adjustment will be made when the bills are received, such adjustment to be made on a day-to-day basis, with Seller being responsible for any time periods prior to the Closing

Date and with Purchaser being responsible for any time periods on and after the Closing Date.

11.3. Tax Rate. If Closing occurs before the tax rate or the assessed valuation of the Premises is fixed for the then current year, the apportionment of taxes shall be made using the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to Closing, when the tax rate and the assessed valuation of the Premises is fixed for the year in which Closing occurs, the parties shall adjust the proration of taxes and refund or repay such sums as shall be necessary to effect such adjustment.

11.4. Post-Closing Adjustments.

11.4.1. If any of the items described in this Article 11 cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned or otherwise, or are incorrectly apportioned at Closing or subsequent thereto, such items shall be apportioned or reapportioned, as the case may be, as soon as practicable after the Closing Date or the date such error is discovered, as applicable.

11.4.2. Either party owing the other party a sum of money based on proration(s) calculated after the Closing Date shall promptly pay such sum to the other party, together with interest thereon at the rate of two percent (2%) per annum over the Prime Rate from the Closing Date to the date of payment, if payment is not made within ten (10) days after delivery of a bill therefor.

11.5. Seller's Responsibility. Seller shall calculate the prorations contemplated by this Article 11 and deliver a draft statement thereof at least three (3) Business Days prior to Closing. Purchaser and its Representatives shall be afforded the opportunity to review all underlying financial records and work papers pertaining to the prorations. Seller shall permit Purchaser and its Representatives during regular business hours and upon reasonable prior written notice to have reasonable access to the books and records in the possession of Seller or any party to whom Seller has given custody of the same relating to the Assets to permit Purchaser to review Seller's calculations.

11.6. Survival. The provisions of this Article 11 shall survive Closing.

12. **Operations Documents.**

Seller shall deliver to Purchaser originals (or copies, if originals are not available) of any documents in Seller's possession relating to the use, ownership, operation, maintenance, leasing, repair, alteration, management or development of the Premises, all on the Closing Date. Following the Closing, Purchaser shall make all Service Contracts, other documents, books, records and any other materials in its possession, to the extent the same relate to the period of Seller's ownership of the Assets, available to Seller or its Representatives for inspection and/or

copying at reasonable times and upon reasonable notice. The provisions of this Article 12 shall survive Closing.

13. Limitation on Claims.

13.1. Threshold Amount; Maximum Recovery Amount.

Notwithstanding any provision to the contrary in this Agreement or in any document or instrument (including, without limitation, any deeds or assignments) executed by Seller and delivered to Purchaser in connection with the transactions contemplated by this Agreement (collectively, "Transaction Documents"):

13.1.1. Seller shall have no liability whatsoever with respect to any suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expenses or costs, including, without limitation, attorneys' and experts' fees and costs and investigation, and remediation costs (collectively "Claims") under, and Purchaser shall be barred from bringing any Claims with respect to, any of the representations, warranties or indemnifications contained in this Agreement or in any Transaction Document, except to the extent (and only to the extent) that the aggregate amount of all such Claims exceeds One Thousand Dollars (\$1,000) (the "Threshold Amount"); and

13.1.2. the total, aggregate liability of Seller for all Claims shall not exceed the amount of the Purchase Price (the "Maximum Recovery Amount").

13.2. Claims Expiration Date.

13.2.1. Except as otherwise specifically set forth in this Agreement, the representations, warranties and indemnifications of Seller contained in this Agreement or in any Transaction Document shall survive only for six (6) calendar months following the Closing Date (the "Claims Expiration Date").

13.2.2. Any Claim that Purchaser may have at any time against Seller for a breach of any such representation or warranty or for indemnification, whether known or unknown, with respect to which a Claim Notice has not been delivered to Seller on or prior to the Claims Expiration Date shall not be valid or effective. On the Claims Expiration Date, Seller shall be fully discharged and released (without the need for separate releases or other documentation) from any liability or obligation to Purchaser with respect to any Claims or any other matter relating to this Agreement, any Transaction Document or the Assets, except solely for those matters that are then the subject of a pending Claim Notice delivered by Purchaser to Seller.

13.2.3. Any Claim that Purchaser may have at any time against Seller for a breach of any such representation or warranty or for indemnification, whether known or unknown, with respect to which a Claim Notice has been delivered to Seller on or prior to the Claims Expiration Date may be the subject of subsequent litigation brought by Purchaser against Seller, provided that such litigation is commenced against Seller on or prior to the Claims Expiration Date. On the Claims Expiration Date, Seller shall be fully discharged and released (without the need for separate releases or other documentation) from any liability or obligation to Purchaser and/or its successors and assigns with respect to any Claims or any other matter

relating to this Agreement, any Transaction Document or the Assets, except solely for those matters that are the subject of a litigation by Purchaser against Seller that is pending on the Claims Expiration Date.

13.3. Survival. The provisions of this Article 13 shall survive the Closing.

14. Casualty and Condemnation.

14.1. Purchaser Bound.

14.1.1. Purchaser shall be bound to purchase the Assets for the full Purchase Price as required by the terms of this Agreement, without regard to the occurrence or effect of any damage to the Assets by fire or other casualty or condemnation of any portion of any Assets. Notwithstanding the foregoing, in the event that the Improvements are damaged by fire or other casualty and the cost to repair such damage exceeds \$75,000, Purchaser shall have the option to terminate this Agreement by giving Seller notice of such termination no later than twenty (20) days following the occurrence of such fire or other casualty. Upon such termination, (a) the Escrow Fund shall be paid to Purchaser, (b) this Agreement shall become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement, and (c) neither Seller nor Purchaser shall have any further liability or obligation to the other under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement.

14.1.2. Provided Purchaser has not exercised its option to terminate this Agreement pursuant to Section 14.1.1 above, at Closing, Purchaser shall receive a credit against the Purchase Price equal to the sum of (a) the amount of any insurance proceeds or condemnation awards actually collected by Seller as a result of any such damage or destruction or condemnation occurring after the Effective Date, and (b) in the event of a casualty, the amount of any insurance deductible (but not in excess of the cost to repair the damage). Any insurance proceeds or condemnation awards which have not been collected as of the Closing shall be assigned to Purchaser. Notwithstanding the foregoing, if Seller has expended any funds prior to the Closing for the restoration or repair of the Assets or in collecting such insurance proceeds or condemnation awards, the credit against the Purchase Price provided in the first sentence of this Subsection shall be reduced by the amounts expended by Seller. To the extent the sums expended by Seller exceed the amount of the credit against the Purchase Price, the proceeds and awards assigned to Purchaser shall be reduced by the amount necessary to reimburse Seller for the difference.

14.2. Seller's Insurance. Seller has provided Purchaser with a certificate of insurance for Seller's casualty insurance policy so that Purchaser can confirm its satisfaction with such policy. Seller agrees that it will maintain such policy in full force and effect until the Closing.

15. Conditions Precedent.

15.1. Conditions to Purchaser's Obligation. The obligation of Purchaser under this Agreement to purchase the Assets from Seller is subject to the satisfaction of all of the following conditions (any or all of which may be waived in whole or in part by Purchaser in writing at any time):

15.1.1. All representations and warranties by Seller set forth in this Agreement shall be true and correct, in all material respects, at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date;

15.1.2. Seller shall have performed, observed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing; and

15.1.3. Purchaser's title to the Premises shall be insured by Purchaser's title insurance company at regular rates at Closing free of objections of any kind except the Permitted Exceptions pursuant to a full coverage owner's title insurance policy (2006 ALTA form).

15.1.4 The tenant(s) under the Existing Lease shall have vacated the Premises on or prior to November 30, 2018.

If the sale of the Assets is not consummated due to the failure of any condition to Purchaser's obligation to purchase, (a) the Escrow Fund shall be paid to Purchaser, (b) this Agreement shall then become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement, and (c) neither Seller nor Purchaser shall have any further liability or obligation to the other under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement. Notwithstanding the foregoing, in the event that such failure of a condition results from a willful failure by Seller to complete Closing under this Agreement, the provisions of Subsection 16.1.2 shall apply.

15.2. Conditions to Seller's Obligation. The obligation of Seller under this Agreement to sell the Assets to Buyer is subject to the satisfaction of all of the following conditions (any or all of which may be waived in whole or in part by Seller in writing at any time):

15.2.1. All representations and warranties by Purchaser set forth in this Agreement shall be true and correct, in all material respects, at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date; and

15.2.2. Purchaser shall have performed, observed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing.

If the sale of the Assets is not consummated due to the failure of any condition to Seller's obligation to sell, (a) the Escrow Fund shall be paid to Seller, (b) this Agreement shall then become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement, and (c) neither Seller nor Purchaser shall have any further liability or obligation to the other under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement. Notwithstanding the foregoing, in the event that such failure of a condition results from a default under this Agreement on the part of Purchaser, the provisions of Section 16.2 shall apply.

16. Default.

16.1. Seller Default.

16.1.1. If the sale of the Assets is not consummated because of a default under this Agreement on the part of the Seller, Purchaser may terminate this Agreement by written notice of termination to Seller on the Closing Date, whereupon (a) the Escrow Fund shall be paid to Purchaser, (b) this Agreement shall then become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement and except as otherwise expressly set forth in Subsection 16.1.1, and (c) neither Seller nor Purchaser shall have any further liability or obligation to the other under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement and except as otherwise expressly set forth in Subsection 16.1.2.

16.1.2. Purchaser hereby waives its right to sue for damages and its right to sue for specific performance of this Agreement, and agrees that Subsection 16.1.1 sets forth Purchaser's sole and exclusive remedy in the event of Seller's default. Notwithstanding the foregoing, in the event of a willful failure by Seller to complete Closing under this Agreement, and Purchaser has not elected to terminate this Agreement pursuant to Subsection 16.1.1, Purchaser shall have the right to sue for specific performance of this Agreement (provided that all conditions precedent to Seller's obligations to consummate the sale of the Assets have been satisfied and Purchaser has performed its covenants and obligations and is not otherwise in default under this Agreement). Any action for specific performance pursuant to this Subsection must be commenced, if at all, within thirty (30) days after the date that Purchaser knew or should have known of a willful failure by Seller to complete Closing, or Purchaser shall be deemed to have waived its right to seek specific performance.

16.1.3. Purchaser agrees that it shall not file a lis pendens against the Premises, or any part thereof, for any reason, including, without limitation, any claim by Purchaser of a default by Seller under this Agreement, or any claim by Purchaser of any right, title or interest in the Premises. The filing of a lis pendens against the Premises, or any part thereof, shall constitute a default by Purchaser under this Agreement.

16.2. Purchaser Default.

16.2.1. If the sale of the Assets is not consummated because of a default under this Agreement on the part of Purchaser (a) Seller shall be entitled to exercise all rights

and remedies available at law or in equity, or (b) the Escrow Fund shall be paid to Seller and shall be retained by Seller as liquidated damages for such default.

16.2.2. In the event that Seller elects to retain the Escrow Fund as liquidated damages for Purchaser's default, this Agreement shall become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement, and neither Seller nor Purchaser shall have any further liability or obligation to the other under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement. This liquidated damage provision is not intended to limit Purchaser's liability for its indemnity obligations under Subsection 7.1.3, Section 8.5, Article 18 or Subsection 19.2.6.

17. Interim Operation of Property.

17.1. Seller's Obligations.

17.1.1. Except as otherwise set forth in this Agreement or approved by Purchaser in writing, from the Effective Date to the Closing Date:

17.1.1.1. Seller will operate, maintain, repair and lease the Assets in the ordinary course and consistent with Seller's past practices;

17.1.1.2. Seller will not dispose of any of the Assets, except as otherwise permitted by this Agreement.

17.1.2. Without limiting the generality of Subsection 17.1.1, Seller shall:

17.1.2.1. have the right to enforce Lease in all material respects, until a Lease Termination Agreement is signed;

17.1.2.2. until a Lease Termination Agreement is signed, perform in all material respects all of landlord's obligations under the Existing Lease; and

17.1.2.3. pay all costs and expenses of operating the Assets, which are not the obligation of any Tenant to pay.

17.1.3. Seller shall provide Purchaser with reasonably prompt notice of any of the following:

17.1.3.1. any modification of or amendment to any Existing Lease entered into from and after the Effective Date; and

17.1.3.2. any termination by Seller of any Existing Lease from and after the Effective Date and prior to its stated expiration date.

17.2. Significant Transactions.

17.2.1. At least five (5) Business Days prior to becoming legally bound with respect to any Significant Transaction, Seller shall consult with Purchaser regarding the same, and shall provide reasonable detail to Purchaser (including, at Purchaser's request, copies of the relevant documentation), with respect thereto.

17.2.2. From and after the expiration of the Due Diligence Period, Seller shall not enter into any Significant Transaction without the consent of Purchaser. Purchaser's consent shall not be unreasonably withheld or delayed and shall be deemed granted if Purchaser does not respond in writing to Seller's request for consent within three (3) Business Days.

17.2.3. Purchaser's consent shall not be required with respect to any Significant Transaction entered into by Seller prior to the expiration of the Due Diligence Period, but Seller shall nevertheless consult with Purchaser, as provided in Subsection 17.2.1.

17.3. New Encumbrances. Seller shall not create a lien or encumbrance on the Assets without Purchaser's prior written consent (which consent shall not be unreasonably withheld or delayed with respect to any utility or similar easement necessary for the operation of the Premises, and which shall be deemed granted if Purchaser does not respond in writing to Seller's request for consent within ten (10) Business Days).

17.4. New Service Contracts. Prior to Closing, Seller shall provide Purchaser with copies of all Service Contracts entered into by Seller after the Effective Date.

17.5. Seller's Maintenance of the Assets. Between the Effective Date and the Closing Date, Seller shall maintain the Assets in substantially the same manner as it maintained the Assets prior to the Effective Date, subject to reasonable wear and tear and the occurrence of any damage or destruction to the Assets by casualty or other causes or events beyond the control of Seller. Seller's maintenance obligations under this Agreement shall not include any obligation to make capital expenditures or any expenditures not incurred in Seller's normal course of business.

18 Brokers.

Seller and Purchaser represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for commissions, finders' fees or other compensation (collectively, "compensation") by any person or entity, other than CBRE, Inc., which has been retained by Purchaser as the exclusive agent of Purchaser, and Colliers International, which has been retained by Seller as the exclusive agent of Seller, the compensation of both of which brokers shall be paid by Seller. If any other broker or finder asserts a claim for compensation based upon any actual or alleged contact, dealings or communication with Purchaser or Seller, then the party through whom such broker or finder makes its claim shall indemnify and hold the other party (the "Indemnified Party") harmless from and against any and all claims, damages, judgments, suits, liabilities, losses, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) suffered or incurred by or brought against the Indemnified Party in connection with such claim for compensation. The provisions of this Article 18 shall survive the Closing or, if the Closing does not occur, any termination of this Agreement.

19. Notices.

Any notices required or permitted to be given under this Agreement shall be given in writing (facsimile, e-mail or overnight courier shall be sufficient for delivery) and shall be deemed to have been given, if by overnight courier then on the date of actual receipt (or refusal by the intended recipient to accept delivery), or if by facsimile or e-mail then on the date on which the notice was sent. If by hand delivery or commercial overnight courier, such notices shall be addressed as follows:

If to Seller:
Kevin Engle
P.O. Box 611071
Rosemary Beach, FL 32461
Street Address: 403 West Water Street
Rosemary Beach, FL 32461
Facsimile No.:
E-Mail:

With a required copy to:
Beauchene Law Offices
1252 Gray Squirrel Xing
Marietta, Georgia 30062
Attn: Gloria Beauchene
Tel. 770.509.8632
Fax: 770.509.0990
Email: Gloria_Beauchene@att.net

If to Purchaser:

American Baptist Churches in the U.S.A.
588 North Gulph Road
King of Prussia, PA 19406
Attn.: Alan Musoke, CFO and Treasurer
Facsimile No.: (610) 768-2275
E-Mail: Alan.Musoke@abc-usa.org

With a required copy to:

David N. Knipel, Esquire
1947 Yorktown North
Jeffersonville, PA 19403
E-Mail: revesq@aol.com

or to such other address as either party may from time to time specify in writing to the other party. Any notice which is received on a Saturday, Sunday or a legal holiday, or after 5:00 p.m. prevailing local time at the place of receipt, shall be deemed received on the next Business Day.

20. Miscellaneous.

20.1. Tender Waived. Formal tender of an executed deed and purchase money are hereby waived.

20.2. No Survival. Except as otherwise expressly stated in this Agreement, all liabilities, obligations, covenants, representations and warranties of Seller shall be deemed to merge with the deed, and shall not survive the Closing.

20.3. Governmental Filings. If either party is required to make any filing, submission or report to any Governmental Authority in connection with the transactions contemplated by this Agreement, the party upon which such requirement is imposed shall make such filing, submission or report.

20.4. Interpretation of Agreement. The headings and 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. Where the context so requires, the use of the singular shall include the plural and vice versa, and the use of the masculine shall include the feminine and the neuter. This Agreement shall be construed reasonably to carry out its intent, without presumption against or in favor of either party.

20.5. Governing Law; Jurisdiction and Venue.

20.5.1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

20.5.2. For the purposes of any suit, action or proceeding involving this Agreement, Purchaser and Seller hereby expressly submit to the jurisdiction of the state courts for Montgomery County, Pennsylvania, and the federal courts for the Eastern District of Pennsylvania, as well as all courts from which an appeal may be taken from the aforesaid courts, and agree that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered or certified mail or by personal service, provided that a reasonable time for appearance is allowed. Purchaser and Seller agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by any party. In furtherance of such agreement, Purchaser and Seller agree upon the request of the other party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction.

20.5.3. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any of the state courts for Montgomery County, Pennsylvania, or the federal courts for the Eastern District of Pennsylvania, as well as all courts from which an appeal may be taken from the aforesaid courts, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

20.6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20.7. Transmission of Agreement by Facsimile or PDF. The transmission of a signed counterpart of this Agreement by facsimile or by portable document file ("PDF") shall have the same force and effect as delivery of an original signed counterpart of this Agreement, and shall constitute valid and effective delivery for all purposes. If either party delivers a signed counterpart of this Agreement by transmission of a facsimile or PDF, it shall also send promptly thereafter by overnight courier or personal delivery a signed original counterpart of this Agreement to the other party, but failure to do so shall not render this Agreement void or voidable by either party.

20.8. Assignment; Successors and Assigns. Purchaser shall not assign its interest under this Agreement without the prior written consent of Seller. No assignment or transfer shall relieve Purchaser of its liabilities or obligations under this Agreement. Subject to the foregoing limitations, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding the provisions of Subsection 10.7.3, Purchaser shall be solely responsible for the entire amount of

any transfer taxes which are payable by reason of or in connection with any assignment of this Agreement.

20.9. Entire Agreement; Requirement for Writing. This Agreement and the Exhibits attached to this Agreement contain the final and entire agreement of Purchaser and Seller with respect to the sale and purchase of the Assets and are intended to be an integration of all prior negotiations and understandings. Neither Purchaser nor Seller shall be bound by any covenants, agreements, statements, representations or warranties, oral or written, not contained in this Agreement. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties to this Agreement. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

20.10. Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

20.11. Automatic Extension. In the event that the date for performance of any duty or obligation, exercise of any right or option or giving of any notice shall occur upon a Saturday, Sunday or legal holiday, the due date for such performance, exercise or giving of notice shall be automatically extended to the next succeeding Business Day.

20.12. Further Assurances. Each party shall, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

20.13. Time of Essence. Time is of the essence of each and every provision of this Agreement of which time is an element.

20.14. 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 EXECUTED IN CONNECTION HERewith, THE ASSETS, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

20.15. Joint and Several Liability. If more than one Person has signed this Agreement as Purchaser, the liability of such Persons shall be joint and

several, subject, however, to any limitations on liability set forth in this Agreement.

20.16. No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded by Purchaser.

20.17. Drafts Not an Offer to Enter into a Legally Binding Contract. The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Assets. The parties shall be legally bound with respect to the purchase and sale of the Assets pursuant to the terms of this Agreement only if and when Seller and Purchaser have fully executed and delivered to each other a counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER:

KEVIN ENGLE

PURCHASER:

AMERICAN BAPTIST CHURCHES IN THE U.S.A.,
a New York not-for-profit corporation

By: _____
Name: _____
Title: _____