

SO ORDERED



UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Baltimore Division

In re:

BAIA, LLC *et al.*,

Debtors.

Case Nos. 16-26941 and 16-26944-DER

**(Jointly Administered under case no.
16-26941-DER)**

Chapter 11

ORDER (A) AUTHORIZING SALE OF CERTAIN REAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS; (B) APPROVING THE AGREEMENT OF SALE; (C) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS IN CONNECTION THEREWITH; AND (D) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion") [Docket No. 143] of BAIA, LLC (the "Debtor") for entry of an order (the "Sale Order"), among other things: (i) authorizing the sale (the "Sale") of the Assets¹ free and clear of all liens, claims, encumbrances and interests (other than Permitted Encumbrances), (ii) approving the Agreement of Sale, (iii) authorizing the assumption and assignment of the Assigned Contracts in connection therewith, and (iv) granting other related relief; and the Court having determined that the Agreement of Sale substantially in the form attached hereto as Exhibit A (as may be amended, the "Agreement of Sale") between

¹ Unless otherwise stated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Motion, as applicable.

the Debtor and Yewell Acquisition, LLC or its assigns (the “Purchaser”), to sell the Assets for Nine Million Five Hundred Forty Seven Thousand Five Hundred and 00/100 Dollars (\$9,547,500.00) is the highest and best offer; and it appearing that the relief requested in the Motion is in the best interests of the Debtor’s estate, its creditors, and other parties in interest; and adequate notice of the Motion and opportunity for objection having been given; and this Court having reviewed and considered the Motion and the objection filed by Keith R. Gehle and Mary Ann Gehle [Docket No. 180] thereto; and for the reasons stated on the record at the hearing conducted on September 27, 2017,

THE COURT HEREBY FINDS THAT:

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and the Sale Order shall be immediately effective upon its entry.

C. The statutory predicates for the relief requested in the Motion are Sections 105(a), 363, 365 and 1146 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014 and Local Rules 6004-1 and 6006-1.

Notice of the Sale

D. Notice of the Motion and a reasonable opportunity to object or be heard with respect to the Motion and relief requested therein has been afforded to all known interested persons and entities entitled to receive such notice, including, but not limited to the following parties:

- i. the Office of the United States Trustee for the District of Maryland;
- ii. the Debtor's unsecured creditors as identified in the creditor matrix;
- iii. all taxing authorities and other governmental agencies having jurisdiction over any of the Assets, including the Internal Revenue Service;
- iv. all parties that have requested or that are required to receive special notice pursuant to Bankruptcy Rule 2002;
- v. all Persons known or reasonably believed to have asserted a Lien or Claim (defined below) on any of the Assets; and
- vi. the counterparties to each of the Assigned Contracts (each a "Contract Counterparty");

E. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Motion, and the Sale has been provided in accordance with Sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rules 6004-1 and 6006-1. The notices described above were good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Sale or the Sale Hearing is required. No other or further notice of the Motion, the Sale, the Sale Hearing, or of the entry of this Order is necessary or shall be required.

F. All disclosures and notices made by the Debtor concerning the Agreement of Sale, the Sale, the hearing to approve the Motion and the Sale (the “Sale Hearing”), and the assumption and assignment of the Assigned Contracts were good, complete and adequate.

G. The Debtor has presented good and sufficient business justification to support the sale of the Assets pursuant to Section 363 of the Bankruptcy Code.

H. Entry of this Sale Order approving the Agreement of Sale and all the provisions thereof is a necessary condition precedent to Purchaser’s consummation of the Sale.

I. The Purchaser would not have entered into the Agreement of Sale and would not consummate the transactions contemplated thereby if the sale of the Assets to the Purchaser, and the assumption and assignment and sale of the Assigned Contracts to the Purchaser, were not free and clear of all Liens and Claims of any kind or nature whatsoever (other than Permitted Encumbrances), or if the Purchaser would, or in the future could, be liable for any of such Liens and Claims.

J. The Debtor may sell the Assets free and clear of all Liens and Claims against the Debtor, its estate or any of the Assets (except for the Permitted Encumbrances) because one or more of the standards set forth in Sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied.

K. The sale of the Property is an integral and necessary part of the Debtor’s confirmed plan of liquidation, and thus, the Sale constitutes a transfer of assets of the estate under a plan that is exempt from taxation pursuant to Section 1146(a) of the Bankruptcy Code.

Good Faith of the Purchaser

L. The sale of the Assets is being consummated in good faith. The Agreement of Sale and all other agreements, instruments or documents executed in connection therewith or contemplated thereby, were proposed, negotiated and entered into by the Debtor and the

Purchaser in good faith, from arms'-length bargaining positions and without fraud or collusion. The Purchaser is not an "insider" or "affiliate" of the Debtor (as such terms are defined in the Bankruptcy Code), nor has it engaged in any conduct that would prevent the application of Section 363(m) of the Bankruptcy Code or would allow for the application of Section 363(n) of the Bankruptcy Code to the transactions referenced herein. The Purchaser, thus, is a good faith purchaser under Section 363(m) of the Bankruptcy Code and in accordance with applicable law and, as such, is entitled to the protections afforded thereby. In the absence of a stay pending appeal of this Sale Order, the Purchaser will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Agreement of Sale at any time after the entry of this Sale Order.

No Fraudulent Transfer

M. The consideration provided by the Purchaser pursuant to the Agreement of Sale is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and applicable law.

Validity of Transfer

N. Upon entry of this Sale Order, the Debtor has full corporate power and authority to execute and deliver the Agreement of Sale and all other documents contemplated thereby, and no further consents or approvals are required for the Debtor to consummate the transactions contemplated by the Agreement of Sale, except as otherwise set forth in the Agreement of Sale and the Debtor is authorized to consummate such transactions without further order from this Court.

O. The transfer of the Assets to the Purchaser will be as of the Closing Date a legal, valid, and effective transfer of such Assets, and vests or will vest the Purchaser with all right, title, and interest of the Debtor to the Assets free and clear of all Liens and Claims accruing,

arising or relating thereto any time prior to the Closing Date, except for any Permitted Encumbrances.

Assumption and Assignment of the Assigned Contracts

P. The Debtor has presented good and sufficient business justification to support the assumption and assignment of the contracts and unexpired leases that constitute the Assigned Contracts, as applicable, pursuant to section 365 of the Bankruptcy Code, including, without limitation, good and sufficient evidence to establish that: (a) each Contract Counterparty is adequately assured of future performance by the Purchaser under the Assigned Contracts, and (b) any arrearages due and owing under the Assigned Contracts as of the Closing Date, if any, shall be promptly cured by the Debtor.

Q. The respective Cure Amounts, as set forth in the Notice to Counterparties to Executory Contracts and Unexpired Leases that May be Assumed and Assigned [Docket No. 144] are the sole amounts necessary under Sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all actual pecuniary losses under the Assigned Contracts.

R. Pursuant to the terms of the Asset Purchase Agreement and in accordance with section 365 of the Bankruptcy Code, Debtor's payment of the Cure Amounts (if any) shall (a) effect a cure or adequate assurance of cure of all defaults existing thereunder, and (b) compensate for any actual pecuniary loss to a Contract Counterparty resulting from such default. After the payment of the relevant Cure Amounts, the Purchaser shall have no further liability to the Contract Counterparties other than the Purchaser's obligations under the Assigned Contracts or that accrue and become due and payable on or after the Closing Date.

Compelling Circumstances for an Immediate Sale

S. To maximize the value of the Assets, it is essential that the Sale of the Assets occur within the time constraints set forth in the Asset Purchase Agreement. Time is of the essence in consummating the Sale.

T. The consummation of the transactions contemplated by the Asset Purchase Agreement is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), 363(m) 365(b), and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. Relief Granted. The relief requested in the Motion is **granted and approved**, and the Sale to Purchaser under the Agreement of Sale is approved as set forth in this Sale Order.

2. Objections Overruled. Any and all objections to the Motion, or the relief requested therein that has not been withdrawn, waived, or settled or otherwise resolved as announced to this Court at the Sale Hearing or by stipulation filed with this Court or as otherwise provided in this Sale Order, and all reservations of rights included therein, are hereby overruled on the merits.

3. Findings of the Court. The findings of the Court set forth above form an integral part of this Sale Order.

Approval of Agreement of Sale

4. Agreement Approved. The Agreement of Sale and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.

5. Authorization to Consummate Transactions. Pursuant to Section 363(b) of the Bankruptcy Code, subject to the satisfaction (or to the extent permitted by applicable law, written waiver by the Debtor or Purchaser, as applicable) of the Closing Conditions, the Debtor, its principals, managers, agents, representatives and directors are authorized and directed to (a) fully perform under, consummate and implement the sale of the Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the Agreement of Sale, (b) execute and deliver, fully perform under, and implement the Agreement of Sale, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement of Sale and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Agreement of Sale and such other ancillary documents, and (c) to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to the Purchaser's possession, any or all of the Assets, or otherwise may be necessary or appropriate to the performance of the obligations contemplated by the Agreement of Sale and any ancillary documents.

6. Order Binding on All Parties. This Sale Order shall be binding in all respects upon the Debtor, its estate, all creditors, all holders of equity interests in the Debtor, all holders of any Claim(s) (whether known or unknown) against the Debtor, any holders of Liens and Claims (as that term is defined herein) against or on all or any portion of the Assets, all Contract Counterparties, the Purchaser and all successors and assigns of the Purchaser, and any trustees, examiners, responsible officers, estate representatives, or similar entity for the Debtor, if any, subsequently appointed in the Bankruptcy Case or upon a conversion to Chapter 7 under the Bankruptcy Code of the Bankruptcy Case. This Sale Order and the Agreement of Sale shall

inure to the benefit of the Debtor, its estate and creditors, the Purchaser and its respective successors and assigns.

Transfer of the Assets

7. Transfer of Assets Authorized. Pursuant to Sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtor is authorized to transfer the Assets to the Purchaser on the Closing Date, and the Purchaser is directed to pay the Purchase Price to the Debtor as provided in the Agreement of Sale.

8. Transfer of Assets. Upon the Closing Date and pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, except as otherwise expressly set forth in the Agreement of Sale, the Assets shall be transferred to the Purchaser free and clear of (i) all mortgages, security interests, conditional sale or other title retention agreements, rights of first refusal, options, pledges, liens (including, but not limited to, any and all “liens” as defined in Section 101(37) of the Bankruptcy Code), taxes, tax liens, judgments, demands, or encumbrances of any kind or nature, if any; and (ii) all debts arising in any way in connection with any acts or omissions of the Debtor, any claims (including, without limitation, any and all “claims” as defined in section 101(5) of the Bankruptcy Code) against the Debtor, whether arising prior to or subsequent to the commencement of these cases, whether matured or unmatured, liquidated or unliquidated, whether known or unknown, and whether imposed by agreement, understanding, law, equity or otherwise, including without limitation, any claim based upon successor liability (whether statutory or otherwise) and those claims of the kind specified in Sections 502(g), 502(h) and 502(i) of the Bankruptcy Code; or (iii) other interest which any person or entity has or asserts with respect to the Assets (collectively, “Liens and Claims”). The Purchaser shall have no successor or vicarious liabilities of any kind or character whether known or unknown as of the

Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any affiliate thereof under or by reason of any theory at law or equity.

9. Creditors Directed to Release Encumbrances. Upon Closing, all Liens and Claims against the Assets shall, without the necessity of further action on the part of the Purchaser, the Debtor or any creditor, be deemed released and discharged and shall attach to the proceeds of the sale paid by the Purchaser, in the order of their priority, with the same validity, force and effect which they now have against the Assets. Upon Closing, the creditors of the Debtor are authorized and directed to execute such documents and take all other actions as may be necessary to document the release of their Liens and Claims against the Assets, if any, as such Liens and Claims may have been recorded or may otherwise exist.

10. Section 1146 Exemption. The sale of the 1311 S. Main Street Property and any deed or other instrument made or delivered in accordance with the terms thereof shall be exempt pursuant to Sections 105(a) and 1146(a) of the Bankruptcy Code from imposition of any (a) state or local real estate transfer and deed recording taxes, and (b) other similar taxes in connection with the sale of the Assets. The Recording Offices shall accept for recordation any documents, including, but limited to, this Sale Order, any deed or other instruments without payment of any transfer, stamp, recording or similar taxes imposed by administrative agencies, governmental departments, secretaries of state, federal, state and/or local agencies.

Assigned Contracts

11. Authorization to Assume and Assign. Upon Closing, the Assigned Contracts set forth on Schedule 7.18 to the Agreement of Sale shall be deemed assumed and assigned to the Purchaser or its designee as of the Closing Date. Assigned Contracts shall remain valid and binding and in full force and effect in accordance with their respective terms for the benefit of the Purchaser or its designee, notwithstanding any provision in such contracts or leases

(including those described in Sections 365(b)(2) and (f)(1) and (3) of the Bankruptcy Code) or applicable law that prohibits, restricts or conditions such assignment or transfer or terminates or modifies or permits a party other than the contract party to terminate or modify such Assigned Contracts on account of such assignment or transfer, including, without limitation, all preferential rights or rights of first refusal of any kind or nature whatsoever, pursuant to Section 365(f) of the Bankruptcy Code. Any such prohibition, restriction or condition of assignment or transfer shall be negated only with respect to transfers and assignments effected pursuant to the Agreement of Sale and this Sale Order, and such prohibitions, restrictions and conditions of assignment shall otherwise remain in full force and effect and a part of the contract or lease so assigned or transferred. At or promptly after Closing, the Debtor shall pay all Cure Amounts (as set forth in the Notice to Counterparties to Executory Contracts and Unexpired Leases that may be Assumed and Assigned [Docket No. 144], if any, to the Contract Counterparties to the Assigned Contracts. By issuance of this Sale Order, the Cure Amounts are, and shall be deemed to be, the total amounts necessary to cure any defaults in connection with the assumption and assignment of the Assigned Contracts and, therefore, (i) the Cure Amounts shall be controlling and the Contract Counterparties shall forever be barred and estopped from asserting or claiming against the Debtor or its officers, managers, members, or the Purchaser or its affiliates, officers, directors, and shareholders, that any default exists or any additional amounts are due under any of the Assigned Contracts and (ii) the Contract Counterparties to the Assigned Contracts are, and shall be deemed to be, adequately assured of future performance under those Assigned Contracts, within the meaning of Section 365(b)(1)(C) of the Bankruptcy Code. Pursuant to Section 365(k) of the Bankruptcy Code, the Debtor shall have no liability for the breach of any of the Assigned Contracts occurring after the Closing and the assignment of such Assigned Contracts to the

Purchaser or its designee. There shall be no rent accelerations, assignment fees, increases (including advertising or royalty rates) or any other fees charged to the Purchaser as a result of the assumption, assignment and sale of the Assigned Contracts.

Other Provisions

12. Fees, Expenses and Obligations. All obligations of the Debtor under the Agreement of Sale, including all ancillary documents related thereto, shall be satisfied in the manner provided in the Agreement of Sale, without need of further order of this Court.

13. Plan Not to Conflict. Nothing contained in the Debtor's plan of liquidation or the order confirming the plan of liquidation, nor any order entered in this Bankruptcy Case subsequent to the entry of this Sale Order (including any order dismissing this case or converting to a Chapter 7 liquidation) shall conflict with or derogate from the provisions of the Agreement of Sale or any ancillary documents, any document or instrument executed in connection therewith, or the terms of this Sale Order.

14. Closing Costs. The Debtor is hereby authorized and directed to make at Closing all payments required to be made pursuant to the Agreement of Sale, and all such payments, including broker commissions shall be (a) deemed allowed administrative expenses of the Debtor's estate under Section 503(b) of the Bankruptcy Code, (b) senior in right of payment to any of Debtor's creditors (including, without limitation, all secured creditors), and (c) senior in priority to any and all Liens and Claims on the Debtor's property (including, without limitation, Liens and Claims of the Debtor's secured creditors).

15. Good Faith. The transactions contemplated by the Agreement of Sale are undertaken by the Purchaser without collusion and in good faith, as that term is defined in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the

Sale (including the assumption and assignment of the Assigned Contracts), unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of Section 363(m) of the Bankruptcy Code and, as such, is entitled to, and granted, the full protections of Section 363(m) of the Bankruptcy Code.

16. Effective Immediately. Pursuant to Bankruptcy Rules 7062, 9014, and 6004(h), this Sale Order shall be effective immediately upon entry and the Debtor and the Purchaser are authorized to close the Sale upon entry of this Sale Order.

17. Agreement of Sale Approved in Entirety. The failure specifically to include any particular provision of the Agreement of Sale in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Agreement of Sale be authorized and approved in its entirety.

18. Timing. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

19. Authorization to Effect Order. The Debtor is authorized to take all actions necessary to effect the relief granted pursuant to this Sale Order.

20. Retention of Jurisdiction. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the Sale, this Sale Order and the matters contemplated herein.

Copies to:

Office of the United States Trustee
Katherine Levin, Esquire
101 W. Lombard Street
Baltimore, Maryland 21201

Doug Walker
Adam Lynn
McAllister Detar Showalter & Walker, LLC
100 North West Street
Easton, Maryland 21601

Christopher S. Young
Business & Technology Law Group
6310 Hillside Court, Suite 160
Columbia, Maryland 21046

Tracey B. Eberling
Steptoe & Johnson, PLLC
1250 Edwin Miller Blvd., Suite 300
Martinsburg, WV 25404

John C. Hanrahan
Law Offices of John C. Hanrahan, LLC
8 East Second Street, #200
Frederick, MD 21701

Patricia B. Jefferson
Miles & Stockbridge, P.C.
100 Light Street, 10th Floor
Baltimore, MD 21202

Charles R. Goldstein
1 E. Pratt Street, Suite 800
Baltimore, Maryland 21202

Maria Ruark
Saul Ewing, LLP
500 East Pratt Street
Suite 900
Baltimore, Maryland 21202

Steven L. Goldberg
McNamee Hosea et al.
6411 Ivy Lane
Suite 200
Greenbelt, Maryland 20770

END OF ORDER

EXHIBIT A

Agreement of Sale

AGREEMENT OF SALE

Between

BAIA, LLC
(a Maryland limited liability company)

Seller

- and -

YEWELL ACQUISITION, LLC
(a Maryland limited liability company)

Purchaser

Dated: August 8, 2017

Property:

1311 South Main Street
Mount Airy, Carroll County, Maryland 21771

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. Agreement to Sell and Purchase.....	1
2. Purchase Price.....	3
3. Separate Escrow Agreement.....	3
4. Closing.....	3
5. Condition of Title.....	3
6. Due Diligence.....	4
7. Representations and Warranties of Seller.....	4
8. Representations Deemed Remade As of Closing Date; Inaccuracies In Representations and Warranties as a Result of Events or Circumstances Occurring After the Effective Date.....	11
9. Conditions to Purchaser’s Obligation.....	12
10. Period Prior to Closing.....	14
11. Provisions with Respect to Closing.....	16
12. Adjustments.....	18
13. Fire; Eminent Domain.....	19
14. Indemnification.....	20
15. Brokers.....	21
16. Default; Escrow Fund.....	21
17. Bankruptcy Court Matters.....	22
18. Notices.....	23
19. Miscellaneous.....	24

SCHEDULE OF EXHIBITS

Exhibit 1.1	Legal Description
Exhibit 1.5	Personal Property
Exhibit 3	Escrow Agreement
Exhibit 5.2	Permitted Encumbrances
Exhibit 7.6	Existing Insurance Policies
Exhibit 7.18	Rent Roll and Tenant Defaults
Exhibit 7.18.13	Tenant Items
Exhibit 9.1.4(a)	Purchaser Tenant Estoppel Certificate
Exhibit 9.1.4(b)	Lender Tenant Estoppel Certificate
Exhibit 11.1.2	Bill of Sale
Exhibit 11.1.3	Assignment of Intangibles
Exhibit 11.1.4	Certification of Non-Foreign Status
Exhibit 11.1.9	Assignment and Assumption of Leases
Exhibit 11.1.13	Closing Certificate

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “Agreement”) is dated as of August 8, 2017, by and between **BAIA, LLC**, a Maryland limited liability company (“Seller”), and **YEWELL ACQUISITION, LLC**, a Maryland limited liability company (“Purchaser”).

BACKGROUND

WHEREAS, Seller is the owner of certain Premises (as hereinafter defined) located at 1311 South Main Street, Mount Airy, Carroll County, Maryland. Seller now desires to sell and Purchaser desires to purchase the Premises and all tangible and intangible personal property related to the operation of the Premises, upon the terms and conditions set forth in this Agreement.

WHEREAS, the Premises consists of a retail and office building, together with ancillary land, fixtures, equipment, tangible and intangible personal property, rights, easements and improvements (as more particularly described in this Agreement); and

WHEREAS, Seller filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Maryland, Greenbelt Division (the “Bankruptcy Court”), Case Number 16-26941 (the “Bankruptcy Case”) and continues to own and operate the Premises as a debtor in possession; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase fee simple title to the Premises, Seller desires to sell and Purchaser desires to purchase the Personal Property (as hereinafter defined) and Intangibles (as hereinafter defined), and Seller desires to assign and Purchaser desires to take assignment of the Leases (as hereinafter defined), all in accordance with, and subject to, the terms and conditions contained in this Agreement and Sections 363 and 365 of the Bankruptcy Code; and

WHEREAS, the covenants and transactions contemplated herein are subject, in all respects, to the consideration of higher and better bids, if any, and approval of the Bankruptcy Court, after notice and a hearing.

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. **Agreement to Sell and Purchase.**

Subject to the terms and conditions of this Agreement and satisfaction of the terms and conditions set forth in the Sale Order (as hereinafter defined), Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller the following:

1.1. Land. All that certain tract or parcel of land described by metes and bounds in **Exhibit 1.1** (the “Land”).

1.2. Improvements. The buildings 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”).

1.3. 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“.

1.4. Leases. Seller’s interest in the Leases, all guaranties applicable to the Leases, and all security deposits, advance rentals, and like payments, if any, held by Seller in connection with the Leases.

1.5. Personal Property. All tangible personal property owned by Seller and used in connection with the ownership, operation, maintenance, use or occupancy of the Premises (the “Personal Property“), including, without limitation, (a) all furniture, furnishings, machinery, equipment, materials and supplies owned by Seller and located at or appurtenant to the Premises, and (b) the personal property listed in **Exhibit 1.5**.

1.6. Intangibles. All intangible personal property owned by Seller and used in connection with the ownership, operation, maintenance, use or occupancy of the Premises (the “Intangibles“), including, but not limited to:

1.6.1. all 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“);

1.6.2. all right, title and interest of Seller in the trade name of the Premises, and all logos used in connection with such trade name;

1.6.3. a license to use the trade name “Illiano Plaza”; and

1.6.4. 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, Leases, Personal Property and Intangibles are referred to collectively as the “Assets“.

2. Purchase Price.

The purchase price for the Assets (the “Purchase Price“) is NINE MILLION FIVE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$9,547,500) which, subject to the terms and conditions of this Agreement, shall be paid as follows:

2.1. Deposit. FIFTY THOUSAND DOLLARS (\$50,000) (the “Deposit“) shall be paid by Purchaser by regular check to Stewart Title Guaranty Company (the “Escrow Agent“) within five (5) days following the Effective Date. The term “Effective Date“ means the last date on which both parties have executed and received a fully executed duplicate original of this Agreement, or, if this Agreement is executed in counterparts, the last date on which each party has received a duplicate original counterpart of this Agreement executed by the other party.

2.2. Balance of Purchase Price. NINE MILLION FOUR HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$9,497,500) (less the interest accrued on the Deposit), subject to the adjustments and credits provided in Article 12, shall be paid by Purchaser at Closing by wire transfer or by bank or title company check.

3. 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 3**. (The Deposit and all interest accrued thereon is referred to as the “Escrow Fund.”)

4. Closing.

Closing under this Agreement (the “Closing“) shall take place at a location selected by Purchaser and reasonably acceptable to Seller on or before the date that is the earlier of (a) October 15, 2017 and (b) five (5) business days after entry of an order by the Bankruptcy Court confirming a plan in the Bankruptcy Case (the “Closing Date“).

5. Condition of Title.

5.1. Delivery of Existing Title and Surveys; New Title Commitment.

5.1.1. Within five (5) days following the Effective Date, Seller shall deliver to Purchaser, to the extent in the possession or control of Seller, (a) all title policies with respect to the Premises, including copies of all exceptions, and (b) all surveys of the Premises.

5.1.2. As soon as practicable after entry of the Sale Order (or sooner if the Purchaser desires), Purchaser shall order a new title commitment with respect to the Premises (the “Title Commitment“), and Purchaser may also order a new survey of the Premises (the “Survey“).

5.2. Permitted Encumbrances. At Closing, Purchaser shall obtain fee simple title to the Premises free and clear of all liens, claims, encumbrances and other interests except for (a) the interests of tenants under the Leases and (b) those set forth in **Exhibit 5.2** (the

“Permitted Encumbrances”). The Sale Order shall provide that any liens, claims, encumbrances and other interests in, on and to the Premises shall attach at Closing to the sale proceeds to the same extent and in the same priority as such liens, claims, encumbrances and other interests exist immediately prior to the Closing Date.

6. Due Diligence.

6.1. Review of Physical Condition. From time to time prior to Closing, Purchaser shall have the right to inspect the physical condition of the Premises and make such engineering, environmental and other studies as Purchaser may elect. For purposes of conducting such inspections and studies, Seller agrees to provide Purchaser, its agents, employees, contractors and consultants full and complete access to the Premises at all reasonable times on business days upon at least twenty-four (24) hours prior notice to Seller.

6.2. Review of Books and Records.

6.2.1. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser copies of the following documents, to the extent in Seller’s possession or control: (a) all Leases and lease files; (b) all Service Contracts; (c) all Equipment Leases; (d) all plans and specifications for the Improvements; (e) all architectural and engineering reports; (f) all environmental studies; (g) all insurance policies; (h) all real estate tax bills and assessments for the past five years; (i) all Permits; (j) all Warranties; and (k) all Operating Statements.

6.2.2. In addition to the foregoing, Seller shall give Purchaser, its agents, employees, contractors and consultants access during business hours to all books and records relating to the Assets.

6.3. Limitation. For the avoidance of doubt, Purchaser acknowledges that its obligation to consummate the Closing shall not be conditioned on the completion of Purchaser’s due diligence efforts as permitted under Section 6; provided, however, that such acknowledgement shall not limit in any way the other terms and conditions of this Agreement regarding conditions to Closing or Purchaser’s right to terminate this Agreement, including, without limitation, those set forth in Section 9.

7. Representations and Warranties of Seller.

Seller, to induce Purchaser to enter into this Agreement and to purchase the Assets, represents and warrants to Purchaser as follows:

7.1. Seller’s Organization and Authority.

7.1.1. Seller is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Maryland.

7.1.2. Seller has full power, authority and legal right to (a) execute and deliver this Agreement and all documents and instruments attached to or required under this Agreement (“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.

7.2. Enforceability. This Agreement and all 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, subject only to approval by the Bankruptcy Court.

7.3. Consents; Proceedings; Bankruptcy.

7.3.1. Other than the Sale Order, 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. The term "Governmental Authority" means 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.

7.3.2. No proceedings or actions are pending or, to the best of Seller's knowledge, 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.

7.4. Conflicts; Other Agreements.

7.4.1. 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.

7.4.2. There are no rights, options, or other agreements of any kind to purchase or otherwise acquire or sell or otherwise dispose of any of the Assets.

7.5. Regulatory Compliance.

7.5.1. The Assets and their operation comply with all applicable Federal, state and local laws, regulations, codes, orders, ordinances, rules and statutes and any restrictive covenants applicable to the Assets.

7.5.2. Seller has received no notice from any Governmental Authority of a violation of any Federal, state or local law, regulation or ordinance affecting any portion of the Assets.

7.5.3. Seller has obtained all permits, approvals and licenses necessary for the Assets and the use and occupancy of the Premises, and all such permits, approvals and licenses can be and shall be validly assigned to Purchaser at Closing.

7.5.4. The current zoning classification of the Premises is “CC” “Community Commercial” and “LC” “Limited Commercial”. The current use of the Premises for retail/shopping center and office uses is legal.

7.6. Insurance. **Exhibit 7.6** sets forth the insurance carriers, policy terms, types of coverage, limits, deductibles and policy numbers of all insurance policies (the “Existing Insurance Policies”) maintained by Seller with respect to the Assets. The Existing Insurance Policies are in full force and effect, and all premiums due thereunder have been paid.

7.7. Notices from Insurers. Seller has received no notice from any insurance company or Board of Fire Underwriters that the condition of the Assets is unsatisfactory or that any work or repairs must be undertaken.

7.8. Litigation. Except as set forth in **Exhibit 7.8**, there is no action, suit or proceeding pending or, to the best of Seller’s knowledge, 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.

7.9. Tax Liens. Except with respect to real estate taxes due and owing with respect to the Premises by Seller, which shall be paid by Seller as a condition to Closing (subject to any proration or adjustment in accordance with the terms and conditions of this Agreement), no lien exists or can be asserted against the Assets because of the failure of Seller to file any tax return or report or pay any Federal, state or local taxes of any kind. Seller has paid all taxes, license fees and other charges levied, assessed or imposed upon the Assets or upon Seller except those scheduled in the Bankruptcy Case and those which are not yet due and payable (provided, however, that, subject to Section 12, Seller shall pay all taxes, license fees and other charges levied, assessed or imposed upon the Assets or upon Seller at Closing).

7.10. Public Improvements. No assessment for public improvements has been served upon Seller with respect to the Premises which remains unpaid, including, but not limited to, those for construction of sewer, water, electric, gas or steam lines and mains, streets, sidewalks and curbing. Seller knows of no public improvements which have been ordered to be made and/or which have not heretofore been completed, assessed and paid for.

7.11. Condemnation; Other Notices. Seller has not received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain with respect to the Premises, and to the best of Seller’s knowledge no such proceedings are threatened. Seller has received no notice of, nor does it have any knowledge of, any pending or threatened action or governmental proceeding relating to (a) zoning changes, (b) rent control, or (c) increase in tax assessment.

7.12. Utilities.

7.12.1. To the best of Seller's knowledge, all public utilities required for the operation of the Premises either enter the Premises through adjoining dedicated public streets or, if they pass through adjoining lands, do so in accordance with valid public or private easements.

7.12.2. To the best of Seller's knowledge, all public utilities are installed and operating and are adequate to service the Premises and to permit full compliance with all requirements of law and normal usage of the Premises by the tenants thereof, their licensees and invitees.

7.12.3. All installation, connection and tap-in charges have been paid for in full. To the best of Seller's knowledge, there are no unpaid charges due to any utility company or supplier except for ongoing services.

7.13. Condition of Building Systems. To the best of Seller's knowledge, all building systems, including, without limitation, electrical, heating, ventilating, air conditioning, plumbing, security, fire suppression and other mechanical systems, are in good working order, condition and repair.

7.14. Separately Subdivided Parcel. The Premises does not consist of separately subdivided parcels and is one parcel assessed for real estate tax purposes separate and distinct from all other real property and is not treated as part of any other real property for title, zoning or building purposes.

7.15. Boundary Matters. To the best of Seller's knowledge, there are no encroachments onto, overlaps, boundary line disputes or other similar matters with respect to the Premises, nor do any of the Improvements encroach upon any adjacent property or any easement or right-of-way.

7.16. Flood Plain. The Premises is not located within a "flood plain area" as defined by the Federal government pursuant to the Flood Disaster Protection Act of 1973, as amended.

7.17. Environmental Matters.

7.17.1. The Premises are in compliance with all Environmental Laws. The term "Environmental Laws" means all Federal, state and local laws, statutes, ordinances, codes, rules, 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, toxic or regulated 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. Without limiting the

generality of the foregoing, the term “Environmental Laws” includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Sec. 9601, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C., Sec. 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C., Sec. 2601, et seq.

7.17.2. To the best of Seller’s knowledge, no part of the Premises has ever been used by any person or entity to refine, produce, use, store, handle, transfer, process, transport or dispose of any Hazardous Substances. The term “Hazardous Substance(s)” means 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, CFCs and asbestos.

7.17.3. To the best of Seller’s knowledge, there has been no emission, spill, release or discharge on, at, under or about the Premises into or upon (a) the air, (b) soils or improvements, (c) surface water or groundwater, or (d) the sewer, septic system or waste treatment, storage or disposal system servicing the Premises, of any Hazardous Substance.

7.17.4. There are not now, nor, to the best of Seller’s knowledge, have there ever been, any underground or aboveground storage tanks at, on or under the Premises.

7.17.5. There has been no complaint, order, directive, claim, citation or notice by any Governmental Authority or any other person or entity with respect to any of the following in connection with the Premises: (a) air emissions, (b) spills, releases or discharges to soils or any improvements located thereon, surface water, groundwater, sewer, or septic systems or waste treatment, storage or disposal systems, (c) solid or liquid waste disposal, (d) the generation, use, processing, storage, transportation or disposal of Hazardous Substances, or (e) other environmental, health or safety matters affecting Seller, the Premises, or any business thereon conducted.

7.17.6. No part of the Premises is located in an area identified by any Governmental Authority as having wetlands or special flood or mudslide hazards.

7.17.7. To the best of Seller’s knowledge, no friable asbestos, or any substance containing any type of asbestos, is in or on the Premises.

7.17.8. To the best of Seller’s knowledge, there are no polychlorinated biphenyls (“PCBs”) and no substances, materials, equipment or containers containing PCBs in or on the Premises.

7.17.9. To the best of Seller’s knowledge, there are no Class I or Class II chlorofluorocarbons, as listed at 42 U.S.C. § 7671a (“CFCs”), and no substances, materials, equipment or containers containing CFCs in or on the Premises.

7.17.10. To the best of Seller’s knowledge, no part of the Premises has ever been painted with lead-based paint.

7.18. Leases.

7.18.1. Attached hereto as **Exhibit 7.18** is a true, correct and complete current rent roll for the Premises.

7.18.2. All of the leases shown on **Exhibit 7.18** (collectively the “Leases“ and individually a “Lease”) are in full force and effect.

7.18.3. There are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Premises except as set forth in **Exhibit 7.18**.

7.18.4. The tenant under each Lease has accepted its demised premises, is in actual possession thereof and has commenced payment of rent therefor.

7.18.5. To the best of Seller’s knowledge, no tenant under any Lease has (a) commenced a voluntary case or had entered against it an order for relief under any chapter of the Bankruptcy Code or any similar order or decree under any federal or state law, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, sequestrator, liquidator or similar official in any federal or state proceeding to hold, administer and/or liquidate its assets, (c) made an assignment for the benefit of creditors, (d) sought the benefit of any other law for the protection of debtors, or (e) requested Seller’s consent, or notified Seller of a desire, to sublet any part of its demised premises, assign its Lease, or terminate its Lease, and Seller has no knowledge of any tenant’s intention to vacate its demised premises.

7.18.6. All obligations of the landlord required to be performed under all Leases prior to the Closing Date, have been and will be, fully performed by Seller. Seller is not in default under any of the Leases, and no tenant has asserted that Seller is in default or that such tenant has any claim, offset, right of recoupment or defense against the landlord under its Lease or otherwise.

7.18.7. As of the Closing, no tenant under any Lease is entitled to any period of free rent, concession, allowance, rebate or refund which will have not already been fully taken.

7.18.8. The landlord under the Leases is not obligated to construct or make any improvements which have not already been made or constructed. The landlord under the Leases is not obligated to take over, take back, re-rent or sublease any space demised to a tenant either at the Premises or at any other property leased by a tenant.

7.18.9. Except as set forth in **Exhibit 7.18**, (a) no tenant has prepaid any rent or other charge for more than the current month; (b) no security deposits have been paid by any tenant; (c) to the best of Seller’s knowledge, no tenant is in default under its Lease; (d) except as otherwise set forth in the Leases, no tenant has any rights or options of renewal, expansion, first refusal, first offer, or similar rights or options; and (e) no tenant has any right or option to terminate its Lease prior to the stated expiration date.

7.18.10. None of the Leases and none of the rents or other amounts payable thereunder have been assigned, pledged or encumbered except under agreements which will be discharged or otherwise terminated at Closing.

7.18.11. There are no unpaid leasing or other commissions due or which will become due after Closing for any of the Leases.

7.18.12. No tenant has any option, right of first refusal or right of first offer to purchase all or any portion of the Premises.

7.18.13. The copies of the Leases which are to be delivered to Purchaser pursuant to Subsection 6.2.1(a) shall be true, correct and complete and, to the best of Seller's knowledge, except as set forth on **Exhibit 7.18.13**, there are no understandings, representations, warranties, or promises with any of the tenants which are not fully set forth in the copies of the Leases to be delivered to Purchaser.

7.19. Operating Statements. Seller has delivered to Purchaser or shall deliver to Purchaser (as provided in Subsection 6.2.1(k)) tax returns for the years 2014, 2015 and, to the extent filed, tax year 2016 and a balance sheet as of May 31, 2017, pertaining to the Assets (the "Operating Statements"). To the extent available, Seller shall promptly deliver to Purchaser any other financial documents that Seller locates with respect to the Assets, including but not limited to income statements, operating statements, and balance sheets.

7.20. Service Contracts. There are no management, service, equipment, supply, maintenance or concession agreements with respect to or affecting the Assets ("Service Contracts") which will survive the Closing.

7.21. Equipment Leases. Seller has not entered into any lease agreement for the rental of furniture, fixtures or equipment in connection with the use or operation of the Assets ("Equipment Leases") which will survive the Closing.

7.22. Employees.

7.22.1. There are no persons who are presently employed by Seller in connection with the operation of the Premises whose employment will not terminate as to the Premises on or before the Closing Date.

7.22.2. Seller is not a party to any employment agreement, collective bargaining agreement, or union contract with respect to employees at the Premises.

7.22.3. No claims have been asserted against Seller by or on behalf of any present or former employee of Seller engaged in connection with the Premises.

7.22.4. No employee benefit plan of Seller exists and there is no outstanding or contingent liability of Seller under any employee benefit plan as to employees engaged in connection with the Premises.

7.22.5. There is no outstanding or contingent severance, termination, or vacation pay owed by Seller and no liability to any multi-employer pension plan that has been or will be incurred by Seller as to employees engaged in connection with the Premises.

7.23. Contractual Obligations. Except for the Leases, the Assets are not subject to any contractual agreements or instruments which will be binding upon Purchaser on or after the Closing Date. On or prior to Closing, Seller shall reject any Service Contracts or Equipment Leases with respect to or affecting the Assets or the use or operation thereof.

7.24. Accuracy of Documents. Copies of all documents delivered or made available to Purchaser pursuant to Section 6.2 shall be true, correct and complete, and shall, to the best of Seller's knowledge, accurately reflect the matters contained therein.

7.25. Patriot Act; Executive Order 13224; Anti-Money Laundering Act.

7.25.1. No Benefited Party is a Prohibited Person. No Benefited 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.

7.25.2. "Benefited Party" means and includes any and all of the following: Seller; any officer, director, shareholder, partner or member of Seller; any direct or indirect holder of any equity interest in 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.

7.26. Additional Facts or Circumstances. Seller knows of no facts or circumstances which would hinder or prevent the use or operation of the Assets following Closing in substantially the same manner as they are presently used and operated.

8. Representations Deemed Remade As of Closing Date; Inaccuracies In Representations and Warranties as a Result of Events or Circumstances Occurring After the Effective Date.

8.1. Representations Continuing. The representations and warranties made in this Agreement by Seller shall be continuing and shall be deemed remade by Seller as of the Closing Date, with the same force and effect as if made on, and as of, the Closing Date, subject to Seller's limited right to update such representations and warranties pursuant to this Article.

8.2. Post-Effective Date Changes. If, as a result of events or changes in circumstances occurring after the Effective Date and before Closing (“Post-Effective Date Changes”), any representation or warranty made by Seller in this Agreement will not be true and correct as of the Closing Date, as if made on, and as of, the Closing Date, Seller shall give prompt notice thereof to Purchaser (an “Update Notice”). Seller’s Update Notice shall include all information Seller has relating to such Post-Effective Date Changes.

8.3. Effect of Update Notice. If Seller gives an Update Notice pursuant to Section 8.2, Purchaser shall either (a) proceed with Closing, in which case the non-compliance which is described in the Update Notice shall be deemed waived by Purchaser, or (b) to the extent the event or changes in circumstances contained in the Update Notice is material, terminate this Agreement, in which case (x) the Escrow Fund shall be paid to Purchaser, (y) whereupon, this Agreement shall terminate, except for those obligations expressly stated to survive the termination of this Agreement, and (z) thereupon, 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.

8.4. No Right to Modify Representations. Nothing in this Agreement shall be construed to give Seller the right to modify its representations or warranties, except in the case of Post-Effective Date Changes, unless agreed to in writing by Purchaser.

9. **Conditions to Purchaser’s Obligation.**

9.1. Conditions. 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 giving written notice thereof at any time):

9.1.1. All representations and warranties by Seller set forth in this Agreement shall be true and correct at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

9.1.2. Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing Date.

9.1.3. Purchaser’s title to the Premises shall be insurable by Purchaser’s title insurance company at Closing free of exceptions of any kind except the Permitted Encumbrances pursuant to a full coverage owner’s title insurance policy (2006 ALTA form, or such other form as replaces or supersedes the 2006 ALTA form), including such endorsements as Purchaser may reasonably require.

9.1.4. Purchaser shall have received (a) estoppel certificates from each of the tenants under the Leases in the forms attached to this Agreement as **Exhibits 9.1.4(a)** and **9.1.4(b)** (the “Tenant Estoppel Certificates”) and the information contained in the Tenant Estoppel Certificates shall be consistent in all respects with the information contained in **Exhibit 7.18**, and with the representations and warranties made by Seller in this Agreement and (b) subordination, non-disturbance and attornment agreements from all tenants occupying any of the

Premises, in a form acceptable to Purchaser's lender (the "SNDAs"). Notwithstanding anything to the contrary elsewhere in this Agreement, if Purchaser shall not have received, at least two (2) business days prior to Closing, the Tenant Estoppel Certificates and SNDAs required pursuant to Section 9.1.4 in form and substance reasonably satisfactory to Purchaser, then, and in any such event, Purchaser may terminate this Agreement by sending notice in writing to Seller in which event (x) the Escrow Fund shall be paid to Purchaser, (y) whereupon, this Agreement shall terminate, except for those obligations expressly stated to survive the termination of this Agreement, and (z) thereupon, 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.

9.1.5. Seller shall have obtained from SF IV Bridge IV, LP, a Delaware limited partnership ("Seller's Lender"), (i) an original executed satisfaction and release, with respect to the Premises and in form and substance reasonably satisfactory to Purchaser and purchaser's title insurance company, of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated effective as of March 15, 2016 from Seller and Ridgeville Plaza, Inc., a Maryland corporation, in favor of Scott M. Esterbrook and Quincy A. Byrd, as trustees for the benefit of Seller's Lender ("Seller's Deed of Trust"), and (ii) such other documents as may reasonably be required by Purchaser or Purchaser's title insurance company in order to insure title to the Premises without exception relating to Seller's Deed of Trust or similar matters (collectively, the "Seller's Lender Deliverables").

9.1.6. All necessary third party approvals, consents and the like to the validity and effectiveness of the transactions contemplated hereby shall have been obtained.

9.1.7. An order of the Bankruptcy Court pursuant to the Bankruptcy Code approving this Agreement and the transactions contemplated hereby free and clear of any lien, claim, encumbrance, or other interest and containing a finding of good faith pursuant to Section 363(m) of the Bankruptcy Code, reasonably satisfactory in form and substance to Purchaser, Seller and their respective counsel, entered after a hearing conducted with adequate notice to all parties in interest, including but not limited to all holders of all liens, claims, encumbrances and other interests, and the counterparties to all executory contracts and unexpired leases contemplated to be assumed and assigned hereunder (the "Sale Order"), shall have (a) been entered by the Bankruptcy Court in the Bankruptcy Case and (b) become a final order or judgment, (i) the operation or effect of which has not been stayed, reversed or amended and as to which order or judgment (or any revision, modification or amendment thereof) the time to appeal or seek review or rehearing or amendment or modification has expired and as to which no appeal or petition or motion for review, rehearing, amendment or modification was filed or, if filed, remains pending, or (ii) which is issued in accordance with Section 363(m) of the Bankruptcy Code and includes a waiver of any stay pursuant to Bankruptcy Rule 6004(h).

9.1.8. No litigation or other court action shall have been commenced by a third party seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transactions described in this Agreement, and no preliminary or permanent injunction or other order, decree or ruling shall have been issued by a court of competent jurisdiction or by any governmental authority which would make illegal or invalid or otherwise prevent the consummation of the transactions described in this Agreement.

9.1.9. No applicable law shall have been enacted which would make illegal or invalid or otherwise prevent the consummation of the transactions described in this Agreement.

9.1.10. Purchaser shall have received estoppel certificates from each of the parties to each of (a) the Reciprocal Easement Agreement (as defined in Exhibit 5.2) and (b) the Public Works Agreement (as defined in Exhibit 5.2) (the “Permitted Encumbrance Estoppel Certificates”), in form and substance acceptable to Purchaser in all respects. Notwithstanding anything to the contrary elsewhere in this Agreement, if Purchaser shall not have received, at least two (2) business days prior to Closing, all of the Permitted Encumbrance Estoppel Certificates required pursuant to Section 9.1.10 in form and substance satisfactory to Purchaser in all respects, then, and in any such event, Purchaser may terminate this Agreement by sending notice in writing to Seller in which event (x) the Escrow Fund shall be paid to Purchaser, (y) whereupon, this Agreement shall terminate, except for those obligations expressly stated to survive the termination of this Agreement, and (z) thereupon, 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.

9.2. Remedies Not Restricted. Nothing in this Article is intended to limit or restrict any right or remedy which Purchaser may have under this Agreement or at law or in equity on account of the inaccuracy of any representation or warranty made by Seller or breach by Seller of any other obligation under this Agreement.

9.3. Purchaser’s Right to Close Without Affecting Remedies. Except as otherwise provided in Section 8.3, if, prior to Closing, Purchaser obtains knowledge of the inaccuracy of any representation or warranty made by Seller or breach by Seller of any other obligation under this Agreement or any Related Agreement, Purchaser nevertheless shall have the right to proceed with Closing, without in any way waiving or otherwise affecting Purchaser’s rights or remedies on account of such inaccuracy or breach.

10. **Period Prior to Closing.**

10.1. Affirmative Covenants. Between the Effective Date and the Closing Date, Seller agrees to:

10.1.1. continue to manage and operate the Assets in the same manner in which they are presently managed and operated;

10.1.2. maintain the Premises and Personal Property in good working order, condition and repair, make all necessary repairs and replacements, and deliver the Premises and Personal Property on the Closing Date in the same condition they are on the Effective Date;

10.1.3. carry Seller’s existing insurance with respect to the Premises and the Personal Property and, to the extent possible, cause Purchaser to be named as an additional insured under such insurance policies, as its interest may appear;

10.1.4. provide prompt notice to Purchaser of any casualty or condemnation affecting any portion of the Premises or Personal Property after the Effective Date, or any other matter of the nature described in Section 7.11;

10.1.5. deliver to Purchaser, promptly after receipt by Seller, copies of all notices of violation issued by any Governmental Authority with respect to the Assets received by Seller after the Effective Date;

10.1.6. advise Purchaser promptly of any litigation, arbitration or other judicial or administrative proceeding, including, without limitation, copies of all filings and similar documents received or sent by or on behalf of Seller with respect to those proceedings set forth in **Exhibit 7.3**, which concerns or affects the Assets;

10.1.7. cure any violation of which Seller receives notice;

10.1.8. comply with the requirements of all Leases, Permits and Warranties; and

10.1.9. deliver to Purchaser copies of the Tenant Estoppel Certificates and (to the extent required by Purchaser's lender) the SNDAs, all executed by the respective tenants, as they are received from the tenants;

10.2. Negative Covenants. Between the Effective Date and the Closing Date, Seller agrees that, without Purchaser's prior written consent, Seller will not:

10.2.1. grant, create, assume or permit to be created any mortgage, lien, encumbrance, lease, easement, covenant, condition, right-of-way or restriction upon the Assets or take or permit any action adversely affecting the title to the Assets as it exists on the Effective Date;

10.2.2. cancel, modify, extend or amend any Lease, Service Contract or Equipment Lease, or enter into any (a) new lease of any portion of the Premises, (b) Service Contract, or (c) Equipment Lease;

10.2.3. remove any Personal Property from the Premises except in the ordinary course of business and provided such Personal Property is replaced with items of the same or better quality, which replacement items shall then constitute and be included as part of the Personal Property; or

10.2.4. make any alterations to the Premises.

10.3. New Leases, Service Contracts and Equipment Leases.

10.3.1. In connection with any request for Purchaser's consent pursuant to Subsection 10.2.1 or Subsection 10.2.2, Seller shall provide Purchaser with a full and complete copy of the proposed new lease, new service contract, new equipment lease, or other contractual obligation, or the proposed amendment or modification of an existing Lease, Service Contract or Equipment Lease.

10.3.2. Any new lease entered into with Purchaser's consent shall be included in the Leases for purposes of this Agreement.

11. Provisions with Respect to Closing.

At Closing:

11.1. Seller's Deliverables. Seller shall deliver or cause to be delivered to Purchaser the following:

11.1.1. A special warranty deed for the Premises, duly executed and acknowledged by Seller, in proper form for recording, subject only to those Permitted Encumbrances which are of record and are valid and subsisting, and otherwise in form and substance reasonably acceptable to Purchaser. If the legal description contained in the Survey is different from the legal description attached to this Agreement as **Exhibit 1.1**, the legal description contained in the Survey will be used in the deed and in all other documents delivered at Closing.

11.1.2. A bill of sale conveying the Personal Property, free and clear of all liens, security interests and encumbrances, and in the form attached to this Agreement as **Exhibit 11.1.2**.

11.1.3. An assignment conveying the Intangibles, free and clear of all liens, security interests and encumbrances, and in the form attached to this Agreement as **Exhibit 11.1.3**.

11.1.4. A certification, in accordance with the Foreign Investment in Real Property Tax Act, in the form attached to this Agreement as **Exhibit 11.1.4**.

11.1.5. An affidavit to Purchaser's title insurance company of the type customarily provided by sellers of real property to induce title companies to remove or insure over the "standard" or "preprinted" exceptions to title.

11.1.6. Such other partnership and corporate documents as may be required by Purchaser's title insurance company in order to insure title.

11.1.7. Executed originals of all (a) Leases; (b) Permits; and (c) Warranties.

11.1.8. A certified rent roll dated as of the Closing Date, updating the rent roll attached as **Exhibit 7.18** as a result of events or changes occurring after the Effective Date and before Closing, including current information as to delinquent rent, additional rent and other charges, prepaid rent, and interest accrued on security deposits. Any such changes in the rent roll attached as **Exhibit 7.18** shall be deemed to be Post-Effective Date Changes, and Seller shall have the obligations, and Purchaser shall have the rights set forth in Article 8.

11.1.9. An Assignment and Assumption of Leases in the form attached to this Agreement as **Exhibit 11.1.9** (the "Assignment and Assumption of Leases").

11.1.10. A letter to all tenants in a form prepared by Purchaser, advising all tenants of the sale of the Premises and advising the tenants to recognize Purchaser as the landlord under the Leases.

11.1.11. Evidence of the termination or rejection of all Service Contracts and Equipment Leases.

11.1.12. Copies of such other books, records, papers and agreements relating to the operation of the Assets as Purchaser reasonably requests.

11.1.13. A certificate signed by a duly authorized officer of Seller, dated as of the Closing Date, in the form attached to this Agreement as **Exhibit 11.1.13** (the "Closing Certificate"). If Seller has given an Update Notice pursuant to Article 8, the matters set forth in the Update Notice shall also be set forth in the Closing Certificate.

11.1.14. The Seller's Lender Deliverables.

11.1.15. A license to Purchaser for the use of the name "Illiano Plaza" in a form and substance reasonably satisfactory to Purchaser.

11.1.16. A copy of the Sale Order.

11.1.17. Such other documents as may be reasonably required to consummate the transactions contemplated by this Agreement.

11.2. Possession. Possession of the Assets shall be delivered by Seller to Purchaser at Closing, subject only to the Leases and the Permitted Encumbrances.

11.3. Escrow Fund. Escrow Agent shall deliver the Escrow Fund to Seller, and the amount thereof shall be credited against the Purchase Price.

11.4. Purchaser's Deliverables. Purchaser shall deliver or cause to be delivered to Seller the following:

11.4.1. the balance of the Purchase Price;

11.4.2. the Assignment and Assumption of Leases; and

11.4.3. such other documents as may be reasonably required to consummate the transactions contemplated by this Agreement.

11.5. Closing Costs.

11.5.1. All recordation and transfer taxes imposed on any document executed or delivered pursuant to this Agreement or otherwise in connection with this transaction (excepting any taxes imposed upon recordation of Purchaser's deed of trust or other such mortgage instrument), shall be paid by Seller. Purchaser shall pay all title insurance premiums charged by Purchaser's title insurance company. Each party shall bear its own counsel fees. All

other recording and closing costs of any nature or description shall be borne or apportioned in accordance with the custom and practice in the jurisdiction in which the Premises is located.

11.5.2. Purchaser shall pay (i) all title examination fees and premiums for the title insurance policy issued pursuant to the Title Commitment (including all endorsements) and extended coverage; (ii) the cost of the Survey; and (iii) Purchaser's legal, accounting and other professional fees and expenses.

11.5.3. Seller shall pay (i) Seller's legal, accounting and other professional fees and expenses and the cost of all opinions, certificates, instruments, documents and papers required to be delivered by Seller hereunder, including without limitation, the cost of performance by Seller of these obligations hereunder; (ii) fees and commissions to the Brokers to the extent provided in Section 15; (iii) except as otherwise set forth herein, the charges, fees, and/or taxes for or in connection with the recording and/or filing of any instrument or document contemplated by this Agreement or any agreement or document described or referred to herein, including but not limited to the Sale Motion and Sale Order and those documents necessary to convey clear title to the Premises; and (iv) all other costs and expenses which are required to be paid by Seller pursuant to other provisions of this Agreement.

12. **Adjustments.**

12.1. 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: (a) real estate taxes, including refunds with respect thereto, if any; (b) rent, additional rent, escalations, and other amounts paid by tenants under the Leases; (c) water, sewer and utility charges; and (d) any other expenses relating to the Assets which are customarily adjusted at settlement.

12.2. Rents.

12.2.1. Without limiting the generality of Section 12.1, credit shall be given to Purchaser at Closing for (a) fixed rents paid by tenants for the month in which the Closing occurs which are allocable to the period from and after Closing; (b) amounts paid by tenants for operating expenses, real estate taxes and all other items of additional rent and other payments for the year or period in which Closing occurs which are allocable to the period from and after Closing; and (c) fixed rent, operating expenses, real estate taxes and all other items of additional rent and other payments which have been prepaid by tenants for any period after Closing.

12.2.2. As provided in Subsection 11.1.8, at Closing, Seller shall deliver an updated rent roll setting forth, among other things, delinquent rent, additional rent and other charges under the Leases (collectively, "Delinquent Rent"). Unless otherwise earmarked as a pre-Closing rent payment, all payments received from tenants after Closing shall be applied first to the amounts owing for the month subsequent to the month in which Closing occurs, next to amounts owing for the month in which Closing occurs, and last to amounts owing for periods prior to the date of Closing.

12.2.3. Credit shall be given to Purchaser at Closing for all tenant security deposits (including any interest required to be paid to tenants pursuant to the terms of their Leases or by law).

12.3. 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.

12.4. 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.

12.5. Assessments for Public Improvements. In the event work for any public improvements with respect to the Premises is begun after the Effective Date but before the Closing, any assessments and charges relating to such work completed prior to the Closing Date shall be allocated to the Seller, and any assessments and charges related to work completed after the Closing shall be paid by the Purchaser.

12.6. Post-Closing Adjustments. If any of the items described in this Article 12 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.

13. **Fire; Eminent Domain.**

13.1. Risk of Loss; Notice Requirement. Seller shall bear the risk of all loss or damage to the Assets from all causes, and the risk of condemnation proceedings or other proceedings in the nature of eminent domain, until Closing. If at any time prior to Closing any portion of the Assets is destroyed or damaged as a result of fire or any other casualty whatsoever, or if Seller is notified of any condemnation proceedings or other proceedings in the nature of eminent domain against all or any portion of the Assets, Seller shall, within three (3) business days thereafter, give notice to Purchaser.

13.2. Purchaser's Right to Terminate. Purchaser shall have the right, within fifteen (15) days after receipt of such notice, to terminate this Agreement, in which event (a) the Escrow Fund shall be paid to Purchaser, (b) whereupon this Agreement shall terminate, except for those obligations expressly stated to survive the termination of this Agreement, and (c) thereupon, neither party shall have any further liabilities or obligations under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement.

13.3. Purchaser's Rights If Agreement Is Not Terminated. If Purchaser does not terminate this Agreement, then:

13.3.1. Purchaser shall have the right to participate in and approve any adjustment of any insurance claims or the determination of any condemnation or eminent domain award;

13.3.2. at the time of Closing, Purchaser shall receive a credit against the Purchase Price in an amount equal to the sum of:

13.3.2.1. the proceeds of any insurance policies or any condemnation or eminent domain award with respect to the Assets paid to Seller between the Effective Date and the Closing, and

13.3.2.2. in the case of casualty, an amount equal to the cost of restoring any loss (or portion thereof) which is not covered by Seller's insurance, including any amount falling within Seller's deductible and the uninsured portion of any loss as to which Seller maintains less than full replacement cost insurance; and

13.3.3. all unpaid claims and rights in connection with losses shall be assigned to Purchaser at Closing without in any manner affecting the Purchase Price.

14. **Indemnification.**

14.1. Scope of Indemnification. Seller agrees to defend, indemnify and hold Purchaser harmless from and against all losses, judgments, claims, liabilities, costs, damages and expenses (including, but not limited to, counsel fees and disbursements) arising from or resulting by reason of the following:

14.1.1. the inaccuracy of any representation or warranty made by Seller in this Agreement, any Related Agreement or any other document delivered by Seller in connection with the transactions contemplated by this Agreement;

14.1.2. the failure of Seller to perform any covenant, agreement, duty or obligation under this Agreement, any Related Agreement or any other document delivered by Seller in connection with the transactions contemplated by this Agreement;

14.1.3. any actual or alleged liability or obligation with regard to the ownership or operation of the Assets prior to the Closing Date, including, without limitation, (a) claims for personal injury, wrongful death or property damage, (b) claims by tenants under the Leases, (c) claims of mechanics or materialman, and (d) claims by contractors under Service Contracts and by others providing goods and services in connection with the ownership or operation of the Assets; and

14.1.4. any actual or alleged liability or obligation of Seller for Federal, state or local taxes, assessments or similar charges, including interest and penalties with respect thereto.

14.2. Obligations Not Affected By Purchaser's Knowledge. Subject to Section 8.3, Seller's obligations under this Article shall not be affected by any knowledge which Purchaser may have after the Effective Date of the inaccuracy of any representation or warranty made by Seller or breach by Seller of any other obligation under this Agreement or any Related Agreement.

15. **Brokers.**

Seller and Purchaser represent and warrant to each other that no broker or finder other than Mackintosh, Inc. and Marcus & Millichap (the "Brokers"), 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 the Brokers. If any broker or finder asserts a claim against Purchaser for compensation based upon any actual or alleged contact, dealings or communication with Seller, then Seller shall indemnify and hold Purchaser 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 Purchaser in connection with such claim for compensation. Seller shall be responsible for compensating Mackintosh, Inc. for that portion of Mackintosh, Inc.'s commission on the transaction contemplated by this Agreement which shall be one percent (1%) of the Purchase Price. Purchaser shall be responsible for compensating the remaining portion of Mackintosh, Inc.'s commission on the transaction contemplated by this Agreement, which commission shall be set forth in a separate agreement. Seller shall be solely responsible for compensating Marcus & Millichap's commission on the transaction contemplated by this Agreement, which commission shall be set forth in a separate agreement. Notwithstanding anything to the contrary herein, this Section 15 shall survive the termination of this Agreement or the closing of the transactions contemplated hereunder.

16. **Default; Escrow Fund.**

16.1. Payment of Escrow Fund to Seller. In the event that Purchaser is obligated to complete Closing under this Agreement but fails to do so, the Escrow Fund shall be paid to Seller as liquidated damages, as Seller's sole remedy, whereupon then this Agreement shall terminate, except for those obligations expressly stated to survive the termination of this Agreement, and, thereupon, neither party shall have any further liability or obligation under this Agreement, except for those obligations expressly stated to survive the termination of this Agreement. This liquidated damage clause is included in this Agreement upon the express agreement of Purchaser and Seller, and the parties hereby waive any right to challenge the enforceability of this clause.

16.2. Payment of Escrow Fund to Purchaser. If Closing fails to take place for any reason other than a default by Purchaser, the Escrow Fund shall be paid to Purchaser. The foregoing shall not be construed to limit or restrict any rights or remedies of Purchaser by reason

of any default by Seller under this Agreement. Upon any default by Seller in the performance of its obligations under this Agreement, Purchaser shall have all rights and remedies available at law or equity, including, without limitation, the right to specific performance of Seller's obligations.

17. **Bankruptcy Court Matters.**

17.1. Competing Transactions. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids pursuant to bidding and sale procedures approved by the Bankruptcy Court (each, a "Competing Bid"). Until the transactions contemplated by this Agreement are consummated, Seller is permitted to cause its representatives and affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any person in connection with any sale or disposition of the Assets. In addition, Seller shall have the responsibility and obligation to respond to any inquiries or offers to purchase all or any part of the Assets and perform any and all other acts related thereto which are required under the Bankruptcy Code, the bidding and sale procedures approved by the Bankruptcy Court or other applicable law, including, supplying information relating to the Assets to prospective purchasers.

17.2. Filings with Bankruptcy Court.

17.2.1. Within two (2) business days following the Effective Date, Seller shall file a motion, and related notice of hearing, pursuant to the Bankruptcy Code, including, but not limited to Sections 363 and 365 of the Bankruptcy Code (the "Sale Motion"), in a form reasonably acceptable to Purchaser, requesting entry of the Sale Order approving this Agreement and the sale and assignments and related transactions contemplated hereby. The notice of the hearing to consider the Sale Motion (the "Hearing") shall be served on all parties required by the Bankruptcy Code and any other person, party, or entity identified by Purchaser (the "Hearing Notice"). At the Hearing, Seller shall offer testimony (whether live, documentary, or by proffer) to establish that the transactions proposed herein are fair and equitable, the transactions proposed herein are in the best interests of their creditors and the bankruptcy estates, and the sale is a valid and proper exercise of Seller's business judgment, and such other evidence as Purchaser reasonably believes is necessary to obtain approval of the Sale Motion and entry of the Sale Order.

17.2.2. Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

17.3. Breakup Fee.

17.3.1. In the event Seller consummates a transaction (regardless of the form thereof) with respect to the Assets or any portion thereof other than a transaction with the Purchaser (an "Alternate Sale"), Seller shall pay to Purchaser a breakup fee in an amount equal

to TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$285,000) (the “Breakup Fee“), payable from the proceeds of the Alternate Sale due at the closing of the Alternate Sale. The Breakup Fee is a condition to Purchaser entering into this Agreement, without which Purchaser would not agree. Seller agrees to diligently seek approval of the Breakup Fee. This obligation shall survive the termination of this Agreement and shall constitute a first priority lien against the proceeds of an Alternate Sale and an administrative expense in the Bankruptcy Case under Sections 503(b), 506 and 507(a)(1) of the Bankruptcy Code. The terms of this Section shall become effective and binding on Seller and Purchaser immediately upon entry of an order by the Bankruptcy Court approving this and other bidding and sale procedures.

17.3.2. This Agreement shall terminate automatically upon the consummation of an Alternate Sale and all moneys, which have been delivered by Purchaser to Seller or the Escrow Agent shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further obligations or liabilities hereunder except the obligation to pay the Breakup Fee as set forth in Section 17.3.1 above, respectively.

18. Notices.

Any notices required or permitted to be given under this Agreement shall be given in writing and shall be sent by (a) hand delivery, or (b) commercial overnight courier that guarantees next day delivery and provides a receipt. Notices shall be addressed as follows:

If to Seller:

BAIA, LLC
1604 Ridgeside Drive, Suite 201
Mount Airy, Maryland 21771
Attention: Francesco Illiano

with a required copy to:

McNamee Hosea
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770
Attention: Steven L. Goldberg, Esquire

If to Purchaser:

Yewell Acquisition, LLC
c/o E. Smith Yewell
1962 Foxview Circle NW
Washington, DC 20007

with a required copy to:

Saul Ewing LLP
500 East Pratt Street
Baltimore, Maryland 21202
Attention: Kurt A. Van Derslice, Esquire

or to such other address as either party may from time to time specify in writing to the other party. Notices shall be effective when sent.

19. Miscellaneous.

19.1. 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.

19.2. 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.

19.3. Governing Law; Jurisdiction and Venue.

19.3.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

19.3.2. For the purposes of any suit, action or proceeding involving this Agreement, Purchaser and Seller hereby expressly submit to the jurisdiction of the Bankruptcy Court and the Circuit Court of Maryland for Carroll County, 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.

19.3.3. 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 the Bankruptcy Court or the Circuit Court of Maryland for Carroll County 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.

19.4. Survival. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the Closing.

19.5. 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.

19.6. Transmission of Agreement by Facsimile or PDF. The transmission of a signed counterpart of this Agreement 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. Without limiting the generality of the foregoing, transmission by PDF shall have the same force and effect as delivery of an original signed counterpart of this Agreement for purposes of determining the Effective Date.

19.7. Binding Effect; Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors and assigns. Purchaser shall have the right to assign its interest in this Agreement without the consent of Seller. No such assignment shall relieve Purchaser of its liabilities or obligations under this Agreement.

19.8. 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.

19.9. 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.

19.10. 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.

19.11. Further Assurances. Seller agrees that it will, at any time and from time to time after the Closing Date, upon request of Purchaser, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may reasonably be required for the assigning, transferring, granting, assuring and confirming to Purchaser, or its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the Assets or property being sold to Purchaser pursuant to this Agreement, provided that the same do

not impose any liability on Seller beyond that provided in this Agreement or any Related Agreement.

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

19.13. 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 RELATED AGREEMENT, THE ASSETS, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

19.14. Joint and Several Liability. If more than one person has signed this Agreement as Seller, the liability of such persons shall be joint and several, subject, however, to any limitations on liability set forth in this Agreement.

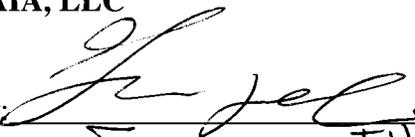
19.15. Drafts not an Offer to Enter into a Legally Binding Contract. The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Assets. The parties shall be legally 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.

[signatures to follow]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement with the intent of creating a document under seal as of the date first above written.

SELLER:

BAIA, LLC

By:  (SEAL)
Name: Francesco Filiano
Title: Managing Member

PURCHASER:

YEWELL ACQUISITION, LLC

By: _____ (SEAL)
Name: _____
Title: _____

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement with the intent of creating a document under seal as of the date first above written.

SELLER:

BAIA, LLC

By: _____ (SEAL)

Name: _____

Title: _____

PURCHASER:

YEWELL ACQUISITION, LLC

By: E. Smith Yewell _____ (SEAL)

Name: E. Smith Yewell

Title: Managing Member

EXHIBIT 1.1

LEGAL DESCRIPTION

**1311 South Main Street, Mount Airy, Carroll County Maryland
(from that certain Deed of Consolidation made by BAIA, LLC in favor of BAIA, LLC on
January 22, 2008 and recorded among the Land Records of Carroll County, Maryland at
Liber D.B.S 5444 , folio 305)**

**DESCRIPTION OF BAIA, LLC PROPERTY, CONSOLIDATION OF 1307 - 1313
SOUTH MAIN STREET, MOUNTY AIRY, THIRTEENTH (13TH) ELECTION DISTRICT,
CARROLL COUNTY, MARYLAND:**

BEGINNING for the same on the easterly side of South Main Street, Md. Rte 808, at the beginning of the third line of the land which, by Deed dated October 16, 2007 and recorded among the Land Records of Carroll County in Liber DBS No. 5377, Folio 290, etc., was conveyed by Dane Henry Runkles and Claire Amelia Runkles, Trustees, et al., unto BAIA, LLC; thence leaving said place of beginning and running along the east side of South Main Street, the five following courses, referring the courses of this description to the State of Maryland Plane Grid System, (1) North 17 degrees 42 minutes 47 seconds East 161.75 feet; (2) North 72 degrees 17 minutes 13 seconds West 12.32 feet; (3) North 17 degrees 42 minutes 47 seconds East 60.00 feet; (4) North 72 degrees 17 minutes 13 seconds East 17.15 feet; and (5) North 17 degrees 42 minutes 47 seconds East 100.00 feet to the beginning point of the land which, by Deed dated October 5, 2007 and recorded among the Land Records of Carroll County in Liber DBS No. 5371, Folio 416, etc., was conveyed by Frank Illiano to BAIA, LLC; thence leaving South Main Street and running and binding on the first line of the last mentioned Deed, (6) South 72 degrees 17 minutes 13 seconds East 330.00 feet to a rebar now set on the west side of an alley 20 feet wide; thence running with the west side thereof and in part binding on the second line of the last mentioned Deed and in part on the third line of the land which, by Deed dated October 5, 2007 and recorded among the Land Records of Carroll County in Liber DBS No. 5371, Folio 421, etc., was conveyed by Main Street, LLC to BAIA, LLC, in all, (7) South 18 degrees 23 minutes 17 seconds West 100.00 feet to a rebar now set; thence running across the extremity of said 20 foot alley and binding on a part of the first line of the land which, by Deed dated October 5, 2007 and recorded among the Land Records of Carroll County in Liber DBS No. 5371, Folio 426, etc., was conveyed by Frank Illiano to BAIA, LLC, (8) South 72 degrees 17 minutes 13 seconds East 20.00 feet to a rebar now set; thence leaving said alley and running and binding on the second and third lines of the last mentioned Deed, (9) South 18 degrees 23 minutes 17 seconds West 59.24 feet to a rebar now set; (10) North 72 degrees 17 minutes 13 seconds West 78.40 feet to a rebar now set; thence running and binding in part on the fourth line of the last herein mentioned Deed and in part binding reversely on the fourth line of the first herein mentioned Deed, in all, (11) South 17 degrees 42 minutes 47 seconds West 162.51 feet to a rebar now set; thence running and binding reversely on the third line of first herein mentioned Deed, (12) North 72 degrees 17 minutes 13 seconds West 274.56 feet to the place of beginning. Containing 2.278 acres of land, more or less.

BEING ALL THOSE SAME lots or parcels of land described in (1) Deed by Frank Illiano unto BAIA, LLC, a Maryland Limited Liability Company, dated October 5, 2007 and recorded among the Land Records of Carroll County in Liber DBS No. 5371, Folio 416, etc.; (2) Deed by Main Street, LLC, a Maryland Limited Liability Company, unto BAIA, LLC, a Maryland Limited Liability Company, dated October 5, 2007 and recorded among the Land Records of Carroll County in Liber DBS No. 5371, Folio 421, etc.; (3) Deed by Frank Illiano unto BAIA, LLC, a Maryland Limited Liability Company, dated October 5, 2007 and recorded among the Land Records of Carroll County in Liber DBS No. 5371, Folio 426, etc.; and (4) Deed by Dane Henry Runkles and Claire Amelia Runkles, Trustees, et al., unto BAIA, LLC, a Maryland Limited Liability Company, dated October 16, 2007 and recorded among the Land Records of Carroll County in Liber DBS No. 5377, Folio 290, etc.

EXHIBIT 1.5

PERSONAL PROPERTY

None.

EXHIBIT 3

ESCROW AGREEMENT

**Premises: 1311 South Main Street
Mount Airy, Carroll County, Maryland 21771**

County: Carroll

Date: August __, 2017

THIS ESCROW AGREEMENT (the “Agreement”) made on the above date by and among **STEWART TITLE GUARANTY COMPANY** (the “Escrow Agent”), **BAIA, LLC** (the “Seller”), and **YEWELL ACQUISITION, LLC** (the “Purchaser”).

W I T N E S S E T H:

Purchaser and Seller are parties to an Agreement of Sale dated August 8, 2017 (the “Agreement of Sale”) for the premises identified above (the “Premises”). The Agreement of Sale requires that Purchaser make one or more payments as a deposit, at the time or times provided in the Agreement of Sale (collectively, the “Deposit”). (The Deposit and all interest accrued thereon is referred to in this Agreement as the “Escrow Fund.”) Purchaser and Seller have asked that Escrow Agent hold the Escrow Fund in escrow pursuant to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Investment. Escrow Agent shall hold the Escrow Fund in a segregated, federally insured interest-bearing savings account with Wells Fargo Bank.
2. Disbursement. Except as otherwise set forth in this Agreement with respect to payment into court, Escrow Agent shall disburse the Escrow Fund only (a) in accordance with written instructions which are either given jointly by Purchaser and Seller or which are given separately but request that Escrow Agent take identical action, or (b) at the time of the closing of the sale of the Premises, and in such case, no written instructions shall be required, or (c) in accordance with a final and nonappealable order of a court of competent jurisdiction.
3. Disputes. In the event of any dispute between Purchaser and Seller with respect to the Escrow Fund, Escrow Agent shall retain the Escrow Fund in escrow until the dispute is resolved. Notwithstanding the foregoing, if Escrow Agent believes that the resolution of the dispute is unlikely without legal action, Escrow Agent may, following thirty (30) days’ notice to Purchaser and Seller, institute an action for interpleader or other appropriate proceeding in a court of competent jurisdiction and pay the Escrow Fund into the court in which such proceeding is pending.

4. Release. The duties of Escrow Agent are only as specifically provided in this Agreement and are purely ministerial in nature. Escrow Agent shall incur no liability whatever so long as Escrow Agent has acted in good faith. Seller and Purchaser each release Escrow Agent from liability for any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder. The foregoing release shall not apply to liability for any loss resulting from the gross negligence, which shall include but not be limited to dispersing the Escrow Fund inconsistently with the terms and conditions of this Agreement, or willful misconduct of Escrow Agent.

5. Indemnification. Seller and Purchaser shall jointly and severally indemnify and hold Escrow Agent harmless from and against any loss, damage, liability or expense incurred by Escrow Agent arising out of or in connection with this Agreement and its duties hereunder, including the reasonable costs and expenses of defending itself against any claim of liability or of participating in any legal proceeding. The foregoing indemnification shall not apply to any loss, damage, liability or expense resulting from the negligence or willful misconduct of Escrow Agent.

6. Resignation. Escrow Agent may resign at will and be discharged from its duties and obligations under this Agreement by giving notice in writing of such resignation specifying a date when such resignation shall take effect; provided, however, that (a) prior to such resignation a substitute escrow agent is approved in writing by Seller and Purchaser, which approval shall not be unreasonably withheld or delayed, or (b) Escrow Agent shall pay the Escrow Fund into a court of competent jurisdiction. After such resignation, Escrow Agent shall have no further duties under this Agreement.

7. Tax Reporting. The name, address and social security number/tax identification number of the party for whom interest shall be reported to the Internal Revenue Service is: Yewell Acquisition, LLC, c/o Mr. E. Smith Yewell, 1962 Foxview Circle NW, Washington, DC 20007, Employer Identification Number: 81-4635425.

8. Successors and Assigns. This Agreement shall be binding upon and shall benefit the parties hereto and their successors and assigns.

9. Notices. Any notices required or permitted to be given under this Agreement shall be given in writing and shall be sent by (a) hand delivery, or (b) commercial overnight courier that guarantees next day delivery and provides a receipt. Notices shall be addressed as follows:

If to Seller:

BAIA, LLC
1604 Ridgeside Drive, Suite 201
Mount Airy, Maryland 21771
Attention: Francesco Illiano

With a required copy to:

McNamee Hosea
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770
Attention: Steven L. Goldberg, Esquire

If to Purchaser:

Yewell Acquisition, LLC
c/o E. Smith Yewell
1962 Foxview Circle NW
Washington, DC 20007

With a required copy to:

Saul Ewing LLP
500 East Pratt Street
Baltimore, Maryland 21202
Attention: Kurt A. Van Derslice, Esquire

If to Escrow Agent:

Stewart Title Guaranty Company
401 East Pratt Street, Suite 2412
Baltimore, Maryland 21202
Attention: Jack T. Kieley, Esquire

or to such other address as a party may from time to time specify in writing to the other parties. Any notice shall be effective upon being sent.

10. 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.

[signatures to follow]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

PURCHASER:

YEWELL ACQUISITION, LLC

By: _____
Name: _____
Title: _____

SELLER:

BAIA, LLC

By: _____
Name: _____
Title: _____

ESCROW AGENT:

**STEWART TITLE GUARANTY
COMPANY**

By: _____
Name: _____
Title: _____

EXHIBIT 5.2

PERMITTED ENCUMBRANCES

- Plat entitled “Mellor's Addition to Mt. Airy, Maryland”, recorded among the Land Records of Carroll County, Maryland as Plat No. 146, folio 51.
- Indenture dated June 6, 1966 by and between Ada C. Main and George E. Main, and the Town of Mt. Airy, a Maryland municipal corporation, recorded among the Land Records of Carroll County, Maryland in Liber CCC No. 407, folio 746.
- Right of Way Agreement dated July 19, 1984 by and between Keith R. and Mary Ann Gehle, and The Potomac Edison Company, a Maryland and Virginia corporation, and recorded among the Land Records of Carroll County, Maryland in Liber LWS No. 856, folio 938.
- Reciprocal Easement Agreement dated August 29, 2006 by and between Francesco Illiano, Procida, LLC, a Maryland limited liability company, and the Town of Mt. Airy, a Maryland municipal corporation, recorded among the Land Records of Carroll County, Maryland in Liber LWS No. 4984, folio 31; as affected by an Amendment to Reciprocal Easement Agreement dated April 29, 2014 and recorded among the aforesaid Land Records in Liber DBS No. 7661, folio 345 (collectively, the “Reciprocal Easement Agreement”).
- Public Works Agreement dated November 12, 2007 by and between the Town of Mount Airy, a Maryland municipal corporation, and BAIA, LLC, and recorded among the Land Records of Carroll County, Maryland in Liber DBS No. 5529, folio 134 (the “Public Works Agreement”).
- Right of Way Agreement dated April 16, 2010 by and between Frank Illiano and The Potomac Edison Company (d/b/a Allegheny Power), a Maryland and Virginia corporation, recorded among the Land Records of Carroll County, Maryland in Liber DBS No. 6190, folio 4.
- Negative Covenant Agreement dated April 24, 2014 by and between Procida, LLC, a Maryland limited liability company, and BAIA, LLC, a Maryland limited liability company, recorded among the Land Records of Carroll County, Maryland in Liber DBS No. 7661, folio 350.

EXHIBIT 7.6

EXISTING INSURANCE POLICIES

Provided under separate cover.

EXHIBIT 7.8**LITIGATION**

Case Number	Court	Case Name	Type
06C16072442	Carroll County Circuit Court	Adam M. Lynn, et al. vs BAIA, LLC	Foreclosure
06C16071617	Carroll County Circuit Court	SF IV Bridge IV LP vs BAIA, LLC	Civil lawsuit
06C15068825	Carroll County Circuit Court	1st Team Fitness LLC vs Illiano, et al.	Tort
16-26941	United States Bankruptcy Court for the District of Maryland	BAIA, LLC	Bankruptcy

EXHIBIT 7.18

RENT ROLL AND TENANT DEFAULTS

See attached.

Main Street Plaza I
 1311 S Main St
 Mount Airy, MD 21771
Contract Rent Roll
 As of September 1, 2017

Tenant Name	Suite	Space Type	Leased Sq. Ft	Lease Start Date	Lease Exp. Date	Renewal Options	Lease Type	Current Annual Rent PSF	Current Annual Base Rent	Current Monthly Base Rent	Monthly CAM Reimb.	Monthly RE Tax Reimb.	Monthly Utility Reimb.	Monthly Water Reimb.	Base Rent Inc. (%)	Next Increase Date
California Tortilla	101	Retail	2,676	1/1/2009	10/31/2019	(2) 5 yr	NNN	28.15	75,340.27	6,278.36	700.00	427.93	225.00	185.50	2.0%	10/1/2017
Katana Sushi	102	Retail	2,763	10/1/2009	10/31/2019	(1) 5 yr	NNN	32.46	89,686.08	7,473.84	700.00	432.46	250.00	185.50	3.0%	10/1/2017
Solo Eyecare/Peepers	104	Retail	1,709	7/1/2009	7/31/2019	(1) 5 yr	Full Service	32.58	55,676.04	4,639.67	-	-	155.00	-	4.0%	1/1/2018
Tropic Tanning and Nail ⁽¹⁾	105	Retail	1,719	12/1/2016	11/30/2026	(2) 5 yr	NNN	38.12	65,526.96	5,460.58	535.43	274.67	145.00	185.50	3.0%	12/1/2017
Mid Atlantic Pro Tel (AT&T) ⁽²⁾	106	Retail	1,701	8/1/2011	7/31/2020	(1) 3 yr	NNN	29.85	50,777.07	4,231.42	603.52	273.88	160.00	-	3.0%	8/1/2018
Carroll Counseling ⁽³⁾	202	Office	2,636	5/1/2017	4/30/2022	(1) 5 yr	NNN	24.00	63,264.00	5,272.00	1,019.00	405.00	385.00	-	3.0%	5/1/2018
Dr. Steven Mckane DDS	203	Office	2,012	6/1/2009	5/31/2019	(2) 5 yr	NNN	25.78	51,862.33	4,321.86	972.04	311.83	170.00	-	2.0%	6/1/2018
Studio Allure Hair Design ⁽⁴⁾	205	Retail	2,961	4/1/2017	3/31/2022	(3) 5 yr	Full Service	24.14	71,478.54	5,956.55	-	-	310.00	185.50	3.0%	4/1/2018
Real Estate Teams	206	Office	685	2/1/2011	12/31/2019	(3) 1 yr	Full Service	26.27	17,994.37	1,499.53	-	-	160.00	-	3.0%	2/1/2018
Absolute Turnover Services ⁽⁵⁾	207	Office	822	8/1/2015	7/31/2020	(1) 5 yr	Full Service	15.04	12,360.00	1,030.00	-	-	195.00	-	3.0%	8/1/2018
Financial Solutions Group ⁽⁶⁾	208	Office	1,125	2/1/2011	1/31/2020	(1) 3 yr	Full Service	22.00	24,750.00	2,062.50	-	-	150.00	-	3.0%	2/1/2018
MM Arty Physical Therapy	301	Office	2,510	1/1/2014	12/1/2018	(1) 5 yr	Full Service	21.00	52,710.00	4,392.50	-	-	55.00	95.50	Fixed	1/1/2018
Vacant	302	Office	2,935					-	-	-	-	-	-	-		
CETROM Info Technology	303	Office	2,829	5/1/2014	4/30/2024	None	Full Service	22.85	64,647.23	5,387.27	-	-	60.00	-	2.5%	5/1/2018
Federick Pediatrics	304	Office	2,006	7/1/2016	6/30/2021	(2) 5 yr	Full Service	25.75	51,654.50	4,304.54	-	-	175.00	-	3.0%	7/1/2018
SNAP Fitness 24/7 ⁽⁷⁾	L1/L4	Retail	7,328	10/1/2015	9/30/2025	(2) 5 yr	Full Service	12.75	93,421.08	7,785.09	-	-	400.00	95.50	3.0%	10/1/2017
Hi Yal Karate	L2	Retail	2,840	8/1/2014	7/31/2019	None	Full Service	19.12	54,308.48	4,525.71	-	-	235.00	-	3.0%	8/1/2018
TOTAL			41,287					21.70	895,456.95	74,621.41	4,529.99	2,125.77	3,240.00	933.00		

Gross Annual Base	895,456.95
Gross Annual CAM Reimbursement	54,359.88
Gross Annual Tax Reimbursement	25,509.24
Gross Annual Utility Reimbursement	38,880.00
Gross Annual Water Reimbursement	11,196.00
Total Gross Annual	1,025,402.07

- Notes**
- (1) Suite 105: Tropic Tannings Lease was expiring in March 2019. They decided to renew early and executed a new 10 year lease from 12/1/2016 through 11/30/2026.
 - (2) Suite 106: MidAtlantic Pro Tel (AT&T) Rent increases to \$4,231.42 starting 8/1/2017. LL did not increase rent from 8/1/2014 to 7/31/2017.
 - (3) Suite 202: Carroll Counseling expanded to take over suite 201 that Gunther vacated. They now lease 2,636 SF on a new 5 year lease @ \$24 PSF through 4/30/2022.
 - (4) Suite 205: Studio Allure executed new lease to include the spaces the 5 month-to-month salon tenants were occupying. Studio Allure now leases 2,961 SF for 5 years through March 2022.
 - (5) Suite 207 Absolute Turnover: In 2016, Landlord agreed to reduce rent to \$1,000 per month, increasing 3% annually.
 - (6) Suite 208: Financial Solutions' lease expired on 1/31/2017. They amended the lease to extend for 3 years and added an additional 3 year option term.
 - (7) Suite L1: SNAP Fitness - Landlord agreed to reduce rent to \$7,785.09 per month

EXHIBIT 7.18.13

TENANT ITEMS

None.

EXHIBIT 9.1.4(a)

PURCHASER TENANT ESTOPPEL CERTIFICATE

Date: _____, _____

BAIA, LLC

Yewell Acquisition, LLC
c/o Sunshine Management Corporation
178 Thomas Johnson Drive, Suite 201
Frederick, Maryland 21702

Re: 1311 South Main Street, Mount Airy, Carroll County, Maryland 21771
(the "Property")

We are the tenant (the "Tenant") named in the lease which is described below (the "Lease"). **BAIA, LLC** (the "Landlord") has advised Tenant that **YEWELL ACQUISITION, LLC** or its assignee (the "Purchaser") is about to acquire the Property and Landlord's interest in the Lease. Tenant hereby certifies to Purchaser, Landlord and any person or entity lending money to Purchaser in connection with the Property, as follows:

1. The Lease is comprised of (a) _____, (b) _____, (c) _____ [List original lease and all amendments to or modifications thereof]. The Lease is in full force and effect and has not been modified or amended in any way. There are no understandings, representations, warranties, promises or agreements between Landlord and Tenant, except as set forth in the Lease.
2. There are no defaults by Landlord or Tenant in the performance of their respective obligations under the Lease, or circumstances which, with notice or passage of time, or both would become a default under the Lease.
3. There are no periods of free rent, rent concessions, offsets or credits against rent, which have not already been taken, and there are no payments due from Landlord to Tenant.
4. Tenant is in possession of the premises described in the Lease (the "Premises"), is doing business in the Premises, and Tenant's obligation to pay rent and other charges under the Lease has commenced and is now in force.
5. Landlord has satisfied any obligation which it may have with regard to the preparation of the Premises for Tenant's occupancy, and there are no amounts due or owing under the terms of the Lease from Landlord on account of work to be performed in the Premises by or for the account of Landlord or otherwise.

6. Landlord has not assumed or agreed to perform the obligations of Tenant, or any related entity, under any other lease for space elsewhere or other similar agreement to which Tenant, or any related entity, is a party.

7. The annual fixed rent under the Lease and additional rent for taxes, operating expenses and other expenses are \$_____, and have been paid through the _____.

8. Except for _____, (a) Tenant has not paid and will not pay any installments on account of rent or other charges more than one (1) month in advance of the due date of such payments set forth in the Lease; (b) Landlord holds no security deposit under the Lease; (c) Tenant does not have any right to lease any other portions of the Property or to renew the term of the Lease; and (d) Tenant has not assigned, transferred or mortgaged the Lease or sublet any portion of the Premises.

9. Tenant does not have any right or option to purchase the Property or any part of the Property.

10. Tenant has not commenced a voluntary case or had entered against it an order for relief under any chapter of the Federal Bankruptcy Code or any similar order or decree under any federal or state law.

11. Tenant agrees that, upon notice from Landlord that Purchaser has acquired the Property, the notice address of the landlord under the Lease shall be Yewell Acquisition, LLC, c/o Sunshine Management Corporation, 178 Thomas Johnson Drive, Suite 201, Frederick, Maryland 21702, until such notice address shall be changed in accordance with the terms of the Lease.

This Certificate may be relied upon by and shall inure to the benefit of Landlord, Purchaser, any person or entity lending money to Purchaser, and any successor or assign of any of the foregoing.

Very truly yours,

By: _____

EXHIBIT 9.1.4(b)

LENDER TENANT ESTOPPEL CERTIFICATE

TENANT'S ESTOPPEL

Premises located at _____, _____, Carroll County, Maryland _____,
Lease (herein the "Lease"), dated _____, between _____, a
_____ ("New Landlord"), and _____, Tenant.

The undersigned Tenant under the Lease from _____, Original Landlord, hereby certifies to SANDY SPRING BANK ("Lender"), the proposed holder of a Deed of Trust and Security Agreement (herein the "Deed of Trust") upon the above property, with an address of 6831 Benjamin Franklin Drive, Columbia, Maryland 21046, as follows: that the Lease is presently in full force and effect and unmodified except as indicated at the end of this certificate, that the undersigned is in possession of said property; that no rent under the Lease has been, or will be paid more than thirty (30) days in advance of its due date; Tenant hereby acknowledges and agrees that the Lease is and shall be subordinate, subject to and inferior to the Deed of Trust, and all modifications thereto; that the address for notices to be sent to the undersigned is as set forth in the Lease; that all rental payments under the Lease shall continue to be paid as heretofore in accordance with the terms of the Lease unless the undersigned is otherwise notified in writing by Lender; and that the undersigned, as of this date, has no charge, lien or claim or setoff under said Lease or otherwise, against rents or other charges due or to become due thereunder.

The undersigned further agrees with the Lender that from and after the date hereof, the undersigned will not seek to terminate the Lease by any reason of any act or omission of the New Landlord until the undersigned shall have given written notice of such act or omission to the holder of the Deed of Trust (at such holder's address set forth above or last furnished to the undersigned) and until ten (10) days have elapsed following the giving of such notice, during which period such holder shall have the right, but shall not be obligated, to remedy such act or omission. The undersigned will forward all rents to the Lender following receipt of written direction to such effect from the Lender.

TENANT:

By: _____

Name: _____

Title: _____

Agreed To by New Landlord:

a _____

By: _____

Name: _____

Title: _____

Lease modifications, if any, to be listed here:

EXHIBIT 11.1.2

BILL OF SALE

THIS BILL OF SALE (the “Bill of Sale”) is made as of the _____ day of _____, 201___, by **BAIA, LLC**, a Maryland limited liability company (“Seller”), in favor of **YEWELL ACQUISITION, LLC**, a Maryland limited liability company (“Purchaser”).

WITNESSETH:

Seller and Purchaser are parties to an Agreement of Sale dated August 8, 2017 (the “Agreement of Sale”) pursuant to which Seller agreed to sell and Purchaser agreed to purchase certain property known as 1311 South Main Street, Mount Airy, Carroll County, Maryland 21771. This Bill of Sale is being delivered pursuant to Subsection 11.1.2 of the Agreement of Sale.

NOW, THEREFORE, for good and valuable consideration received by Seller, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller hereby sells, assigns and transfers to Purchaser all tangible personal property owned by Seller and used in connection with the ownership, operation, maintenance, use or occupancy of the Premises (the “Personal Property”), including, without limitation, (a) all furniture, furnishings, machinery, equipment, materials and supplies owned by Seller and located at or appurtenant to the Premises, and (b) the personal property listed in Exhibit A to this Bill of Sale.

Seller represents and warrants to Purchaser that (a) Seller is the absolute owner of the Personal Property, (b) the Personal Property is free and clear of all liens, charges, encumbrances and security interests, and (c) Seller has full right, power and authority to sell the Personal Property and to make this Bill of Sale.

This Bill of Sale shall inure to the benefit of Purchaser, its successors and assigns and shall be binding upon, Seller, its successors and assigns.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale the day and year first above written.

SELLER:

BAIA, LLC

By: _____

Name: _____

Title: _____

EXHIBIT 11.1.3

ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT OF INTANGIBLES (the “Assignment”) is made as of the _____ day of _____, 201___, by **BAIA, LLC**, a Maryland limited liability company (the “Assignor”), in favor of **YEWELL ACQUISITION, LLC**, a Maryland limited liability company (the “Assignee”).

WITNESSETH:

Assignor and Assignee are parties to an Agreement of Sale dated August 8, 2017 (the “Agreement of Sale”) pursuant to which Assignor agreed to sell and Assignee agreed to purchase certain property known as 1311 South Main Street, Mount Airy, Carroll County, Maryland 21771 (the “Premises”). This Assignment is being delivered pursuant to Subsection 11.1.3 of the Agreement of Sale.

NOW, THEREFORE, for good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee all intangible personal property owned by Seller and used in connection with the ownership, operation, maintenance, use or occupancy of the Premises (the “Intangibles”), including , but limited to the following:

(a) all licenses, authorizations, approvals, permits and certificates of occupancy, if any, issued by any governmental authority and relating to the ownership, use operation or occupancy of the Premises;

(b) the trade name “Illiano Plaza”, any other trade names used by Seller in connection with the Premises and all logos used in connection with such trade names; and

(c) all warranties or guaranties given by any contractor, supplier or manufacturer of (i) any personal property or fixture installed in or used in connection with the Premises, and (ii) any work performed on or improvements included in the Premises.

2. Assignor’s Representations. Assignor represents and warrants to Assignee that (a) Assignor is the absolute owner of the Intangibles, (b) the Intangibles are free and clear of all liens, charges, encumbrances and security interests, and (c) Assignor has full right, power and authority to sell the Intangibles and to make this Assignment.

3. Binding Effect. This Assignment shall inure to the benefit of Assignee, its successors and assigns and shall be binding upon, Assignor, its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR:

BAIA, LLC

By: _____

Name: _____

Title: _____

EXHIBIT 11.1.4

**CERTIFICATION OF NON-FOREIGN STATUS
BY CORPORATION, PARTNERSHIP, TRUST OR ESTATE**

Section 1445 of the Internal Revenue Code provides that a transferee (purchaser) of a United States real property interest must withhold tax if the transferor (seller) is a foreign person. 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 **YEWELL ACQUISITION, LLC** (the "Purchaser") that withholding of tax is not required upon the disposition of United States real property interests by **BAIA, LLC**, a Maryland limited liability company (the "Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
2. Seller is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).
3. Seller's employer identification number is _____.
4. Seller's address is :

BAIA, LLC

Seller understands that this certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement made by Seller and contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, the undersigned individual signing this document on behalf of Seller declares that he/she has examined this certification and to the best of his/her knowledge and belief, it is true, correct and complete. The undersigned further declares that he/she has authority to sign this document on behalf of Seller.

WITNESS:

BAIA, LLC

Print Name: _____

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT 11.1.9

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (the “Assignment”) is made as of the _____ day of _____, 201____, by and between **BAIA, LLC**, a Maryland limited liability company (the “Assignor”), and **YEWELL ACQUISITION, LLC**, a Maryland limited liability company (the “Assignee”).

W I T N E S S E T H:

Assignor and Assignee are parties to an Agreement of Sale dated August 8, 2017 (the “Agreement of Sale”) pursuant to which Assignor agreed to sell and Assignee agreed to purchase certain property known as 1311 South Main Street, Mount Airy, Carroll County, Maryland 21771 (the “Premises”). This Assignment is being delivered pursuant to Subsection 11.1.9 of the Agreement of Sale.

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

1. Assignment. Assignor hereby assigns, transfers and sets over to Assignee, all right, title and interest of Assignor in and to the following:

(a) the leases listed on Exhibit A to this Assignment (the “Leases”), which Assignor represents are all of the leases affecting the Premises;

(b) the security deposits listed on Exhibit A to this Assignment (the “Security Deposits”), which Assignor represents are all security deposits held under the Leases; and

(c) the guaranties, letters of credit and other security instruments for the Leases listed on Exhibit A to this Assignment, which Assignor represents are all the security instruments held under the Leases.

2. Assumption. Assignee hereby assumes, and agrees to be bound by, all of the covenants, agreements and obligations of Assignor as landlord under the Leases, which shall arise or be incurred, or which are required to be performed, on and after the date of this Assignment, and continuing during the period of Assignee’s ownership of the Premises. The foregoing assumption expressly does not include an assumption of any liabilities arising prior to the date of this Assignment.

3. Indemnification.

(a) Assignor agrees to indemnify, defend and hold Assignee 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 Assignor’s performance of, or failure to perform, the covenants,

agreements and obligations of the landlord under the Leases to be kept and performed by the landlord before the date of this Assignment. Assignor shall pay all costs and expenses (including reasonable attorney's fees) incurred by Assignee in enforcing this indemnity.

(b) Assignee agrees to indemnify, defend and hold Assignor 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 Assignee's performance of, or failure to perform, the covenants, agreements and obligations of the landlord under the Leases to be kept and performed by the landlord on and after the date of this Assignment, and continuing during the period of Assignee's ownership of the Premises. Assignee shall pay all costs and expenses (including reasonable attorney's fees) incurred by Assignor in enforcing this indemnity.

4. Counterparts. This Assignment 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.

5. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

6. Exhibits. The Exhibits referred to in this Assignment and attached hereto are incorporated herein by this reference and made a part hereof.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the day and year first above written.

ASSIGNOR:

BAIA, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

YEWELL ACQUISITION, LLC

By: _____
Name: _____
Title: _____

EXHIBIT 11.1.13

CLOSING CERTIFICATE

THIS CLOSING CERTIFICATE (the "Certificate") is made as of the _____ day of _____, 201__, by **BAIA, LLC**, a Maryland limited liability company ("Seller"), in favor of **YEWELL ACQUISITION, LLC**, a Maryland limited liability company ("Purchaser").

WITNESSETH:

Seller and Purchaser are parties to an Agreement of Sale dated August 8, 2017 (the "Agreement of Sale") pursuant to which Seller agreed to sell and Purchaser agreed to purchase certain property known as 1311 South Main Street, Mount Airy, Carroll County, Maryland 21771. This Certificate is being delivered pursuant to Subsection 11.1.13 of the Agreement of Sale.

NOW, THEREFORE, to induce Purchaser to complete closing under the Agreement of Sale, and understanding that Purchaser will rely upon this Certificate in so doing, Seller hereby certifies, represents, and warrants to Purchaser that (a) the rent roll which is attached to this Certificate is true, correct and complete in all respects on the date of this Certificate; (b) the Operating Statements (as defined in the Agreement of Sale) are, to the best of Seller's knowledge, true, correct and complete in all respects on the date of this Certificate, and (c) all representations and warranties made by Seller in the Agreement of Sale are and continue to be true and correct on the date of this Certificate, as if made on and as of this date.

This Certificate shall inure to the benefit of Purchaser, its successors and assigns and shall be binding upon, Seller, its successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Seller has executed this Certificate the day and year first above written.

SELLER:

BAIA, LLC

By: _____

Name: _____

Title: _____

APPENDIX

Agreement.....Introduction	Hearing Notice 17.2.1
Alternate Sale..... 17.3.1	Improvements 1.2
Anti-Money Laundering Act..... 7.25.2	Intangibles..... 1.6
Appurtenances..... 1.3	Land 1.1
Assets 1.6.3	Lease 7.18.2
Assignment and Assumption of	Leases..... 7.18.2
Leases..... 11.1.9	Operating Statements 7.19
Bankruptcy Case Background	Patriot Act 7.25.2
Bankruptcy Code Background	PCBs 7.17.8
Bankruptcy Court..... Background	PDF 19.6
Benefited Party..... 7.25.2	Permits 1.6.1
Blocking Property and Prohibiting	Permitted Encumbrance Estoppel
Transactions With Persons Who	Certificates 9.1.10
Commit, Threaten to Commit, or	Permitted Encumbrances 5.2
Support Terrorism..... 7.25.2	Personal Property 1.5
Breakup Fee 17.3.1	Post-Effective Date Changes 8.2
Brokers 15.0	Premises 1.3
CFCs 7.17.9	preprinted 11.1.5
Closing 4.0	Prohibited Person 7.25.2
Closing Certificate 11.1.13	Public Works Agreement.....Exhibit 5.2
Closing Date..... 4.0	Purchase Price 2.0
compensation 15.0	Purchaser.....Introduction
Competing Bid..... 17.1	Reciprocal Easement Agreement .Exhibit 5.2
Delinquent Rent 12.2.2	Related Agreements 7.1.2
Deposit 2.1	Sale Motion..... 17.2.1
Effective Date 2.1	Sale Order 9.1.7
Environmental Laws 7.1.7.1	SellerIntroduction
Equipment Leases 7.21	Seller's Deed of Trust 9.1.5
Escrow Agent..... 2.1	Service Contracts 7.20
Escrow Fund 3.0	SNDA's 9.1.4
Executive Order 7.25.2	standard 11.1.5
Existing Insurance Policies 7.6	Tenant Estoppel Certificates 9.1.4
flood plain area 7.16	Title Commitment..... 5.1.2
Hazardous Substance(s) 7.1.7.2	Update Notice 8.2
Hearing..... 17.2.1	Warranties 1.6.3