

CONTRACT OF SALE

Harford County, Maryland, DRAFT

I, DRAFT
("Purchaser") have this day purchased at Public Auction for the price of \$ DRAFT
(the "Purchase Price") (Purchase Price includes a 5% Buyer's Premium), the property known
as 1350 James Way (Lot 1), Belcamp, Harford County, Maryland 21017 (the "Property"), In Fee
Simple, From DRAFT ("Seller"), of which a deposit of DRAFT Dollars (the
"Deposit") has been paid.

In consideration of the mutual promises and agreements set forth in this Contract of Sale and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Purchaser and Seller agree as follows:

Auctioneer shall hold the Deposit in Auctioneer's auction escrow account pursuant to the terms of this Contract of Sale. The balance of the Purchase Price shall be paid in cash at settlement, which shall take place within 45 days from the date of this Contract of Sale (the "Closing"). The Deposit shall be non-refundable to Purchaser except as expressly provided in this Contract of Sale. If payment of the Deposit or balance of the Purchase Price does not take place within the specified time, the Deposit shall be forfeited and the Property may be resold at the risk and expense of the Purchaser. Interest shall be charged on any portion of the unpaid Purchase Price, at the rate of 12% per annum from the date of this Contract of Sale to the Closing. If applicable law requires a lower rate of interest, such lower rate shall be used. If the Seller is unable to convey good and marketable title, Purchaser's sole remedy under this Contract of Sale or in law or equity shall be limited to the refund of the Deposit, and Purchaser hereby waives any and all other remedies. Upon refund of the Deposit to Purchaser the sale of the Property from Seller to Purchaser shall be null and void and of no effect, and Purchaser shall have no claim against the Seller. Other than a claim for a release of the Deposit actually held by Auctioneer (which claim shall terminate upon the release by Auctioneer of the Deposit pursuant to this Contract of Sale), neither Seller or Purchaser shall have any claim whatsoever against Auctioneer and Seller and Purchaser waive any such claims and agree to jointly indemnify and hold Auctioneer harmless from any such claims. In the event of any dispute regarding the Deposit, Auctioneer shall be entitled to interplead such Deposit with a court of competent jurisdiction and thereafter shall be released from all liability for such Deposit under this Contract of Sale.

Purchaser acknowledges that except as expressly stated in this Contract of Sale, there are no contingencies to Purchaser's obligation to purchase the Property pursuant to this Contract of Sale, including without limitation any financing contingency. The Seller makes no representations or warranties as to the condition of the Property or any improvements thereon and Purchaser acknowledges and agrees to purchase the Property in its "AS IS/WHERE IS" "WITH ALL FAULTS" condition and basis, subject to all easements, agreements, restrictions or covenants of record, zoning, and all laws, regulations, and governmental rules affecting same. Purchaser waives any right it otherwise may have at law or in equity, including, without limitation, the right to seek damages from Seller in connection with the environmental condition of the Property, including any right of contribution under the Comprehensive Environmental Response Compensation and Liability Act. Purchaser releases Seller from all claims which Purchaser has or may have arising from or related to any matter or thing related to or in connection with the Property. Purchaser assumes the risk of loss from and after the date of this Contract of Sale. All adjustments, including taxes, ground rent, all other public charges and assessments payable on a monthly or annual basis, and sanitary and/or metropolitan district charges, if any, shall be adjusted for the current year to the date of this Contract of Sale and assumed thereafter by the Purchaser. Recordation costs, transfer taxes and all costs incidental to settlement to be paid by Purchaser except where otherwise required by local, State or Federal law.

The Property is sold subject to Restrictive Covenants, as noted in the Deed recorded in the Land Records of Harford County in Deed Book MLK 16339, page 245, as follows:

"(1) For as Long as the existing Lease is in effect between Seller herein and the Tenant (Brass Tap) of 1345 James Way, Belcamp, Maryland, this Property shall not be used for a business that includes the sale of more than eight (8) varieties of draught beer for on-site consumption, including by way of example but not limitation the following businesses: The Yard House, Taco Mac, Flying Saucer, World of Beer, Buffalo Wild Wings, and Taps; and further no business shall sell, or be used for the sale of more than eight (8) varieties of bottled beer for on-site consumption.

(2) For as Long as the 7-Eleven convenience store is operating at 1343 Belcamp Road, Belcamp, Maryland the Real Property conveyed herein shall not be used for any convenience store, gas station, or a Dunkin Donuts.

(3) The parties hereto do hereby acknowledge and agree that there are no restrictions and/or covenants prohibiting the use of the Real Property for any type of car wash."

This Contract of Sale shall be governed by and construed under the laws of the State of Maryland, without regard to its conflict of laws provisions. This Contract of Sale shall be binding upon each party hereto and such party's heirs, legal representatives, successors and assigns and shall inure to the benefit of each party hereto and such party's heirs, legal representatives, successors and assigns. If any party to this Contract of Sale is made up of more than one person, then all such persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Contract of Sale. This Contract of Sale shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract of Sale to be drafted. Time is of the essence for all matters under this Contract of Sale.

This Contract of Sale may be executed in one or more counterparts, including by facsimile and email, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

WITNESS:
as to signatures and receipt of deposit

Signed: _____ (Seal)
Purchaser

A. J. Billig & Co., Auctioneers

Purchaser (Seal)

Seller (Seal)