

SILBERBERG & KIRSCHNER LLP

ATTORNEYS AT LAW
360 LEXINGTON AVENUE 12TH FLOOR
NEW YORK, NEW YORK 10017
TEL: (212)953-9595
FAX: (212)953-7755

May 14, 2012

Burton W. Wiand, Receiver
Scoop Real Estate, L.P.
3000 Bayport Drive, Suite 600
Tampa, Florida 33607

Re: Real Property Located in Graham
Alamance County, North Carolina

Dear Mr. Wiand:

The undersigned is counsel to Winston Mills, LLC, a New York limited liability company. Reference is made to that certain Agreement of Sale and Purchaser between Burton W. Wiand, as Court-appointed Receiver for Scoop Real Estate, L.P., a Delaware limited partnership (the "Seller") and Trinet West, LLC, a California Limited liability corporation, or assigns (the "Purchaser"), (the "Agreement").

Winston Mills, LLC is prepared to execute the Agreement as Purchaser, subject to the following changes:

- (1) The Purchase Price shall be increased to Two Million Seven Hundred and Fifty Thousand (\$2,750,000.00) Dollars. Said sum includes a brokerage fee to Purchaser's broker, Marcus and Millichap in the amount of \$150,000.00;
- (2) The Closing shall take place on or about seven (7) business days from the Court's approval of the Agreement, as revised;
- (3) The Purchaser shall be Winston Mills, LLC, a New York limited liability company;
- (4) Purchaser shall not be responsible for the payment or termination of the Receiver; and
- (5) The Agreement, as revised shall be subject to the Court's approval and a \$25,000.00 non-refundable deposit shall be payable within one (1) business day from the date of Purchaser's receipt of a copy of the Court's approval.

Thank you for your anticipated cooperation.

Very truly yours,


Uri Kirschner

UK/ns
Cc: Winston Mills, LLC

EXHIBIT

A

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AGREEMENT OF SALE AND PURCHASE

BY AND BETWEEN

**BURTON W. WIAND, Receiver for
Scoop Real Estate, L.P.,
a Delaware limited partnership
("Seller")**

AND

**TRINET WEST, LLC,
a California limited liability corporation, or assigns
("Purchaser")**

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (the "Agreement") is made effective as of October ____, 2011 by BURTON W. WIAND (the "Seller"), as Court-appointed Receiver for Scoop Real Estate, L.P., a Delaware limited partnership (the "Company") and TRINET WEST, LLC, a California Limited Liability Corporation, or assigns (the "Purchaser") (Purchaser and Seller are sometimes collectively referred to herein as the "Parties").

WHEREAS, the United States District Court for the Middle District of Florida, Tampa Division (the "Court"), appointed Burton W. Wiand on January 21, 2009, and reappointed Mr. Wiand on September 23, 2009, as Receiver of Scoop Real Estate, L.P., a Delaware limited partnership, among other receivership entities, in the action styled *Securities and Exchange Commission v. Arthur Nadel, et al.*, Case No: 8:09-cv-87-T-26TBM;

WHEREAS, the Company owns a real property located in Graham, Alamance County, North Carolina, as more particularly described in Exhibit A attached hereto, consisting of one (1) building containing approximately 13,824 square feet (the "Building") on an approximately one (1) acre of land (the "Land"), together with all rights whatsoever, including easements, right-of-way, interests and appurtenances benefitting the Land which is part of such Property, and all other Improvements thereon and Fixtures therein (collectively, the "Property");

WHEREAS, the Company has leased the Property pursuant to a written lease dated as of January 28, 2004, as amended (the "Lease"), with the obligation of the Lease assumed by Rite Aid Corporation ("Rite-Aid" or "Tenant") and secured under a guaranty signed and delivered by Rite Aid as the Tenant; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property, and Seller desires to transfer and Purchaser desires to assume the Lease, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

OPERATIVE TERMS

**Article I.
DEFINITIONS**

As used herein (including any Exhibits attached hereto), the following terms shall have the meanings indicated:

"Business Day(s)" shall mean calendar days other than Saturdays, Sundays and legal holidays.

"Closing" shall mean the consummation of the sale and purchase of the Property as provided for herein, to be conducted at such location as the Parties may mutually agree in writing.

"Closing Date" shall mean the actual day on which the transaction contemplated hereby is closed with the transfer of title to the Property to Purchaser. The Parties agree that the Closing Date shall take place on or before the fifteenth (15th) day after the satisfaction of the Inspection Period; Parties may agree in writing that the Closing Date shall be extended for a reasonable period of time not to exceed fifteen (15) days, subject to further time extensions provided in Section 2.03, if applicable.

"Court" shall mean the United States District Court in the Middle District of Florida, Tampa Division, in Hillsborough County in the State of Florida.

"Deed" shall mean a Receiver's Deed in content, form and substance reasonably acceptable to the Parties and complying with local law executed by Seller, as grantor, in favor of Purchaser or its permitted assignee, as grantee, conveying the Property to Purchaser.

"Earnest Money Deposit" shall mean the earnest money deposits to be delivered to shall mean the deposit to be delivered to the "Escrow Agent" as contemplated by Section 3.01.

"Escrow Agent" shall mean the "Title Company".

"Fixtures" shall mean all permanently affixed equipment, machinery, fixtures, and other items of real and/or personal property, including all components thereof, now and hereafter located in, on or used in connection with, and permanently affixed to or incorporated into the Improvements, and owned, in each instance, by Seller, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, all of which, to the greatest extent permitted by law, are hereby deemed by the Parties hereto to constitute real estate, together with all replacements, modifications, alterations and additions thereto, but *specifically excluding* all items of personal property or trade fixtures leased by Seller and property owned by tenant(s) under any tenant lease(s) encumbering the Property.

"Improvements" shall mean all buildings, improvements, structures and Fixtures, now or on the Closing Date to the extent owned by Seller and located on the Land, including, without limitation, landscaping, parking lots and structures, roads, drainage and all above ground and underground utility structures, equipment systems and other so-called "infrastructure" improvements to the extent any of same may be owned by Seller.

"Property" shall mean, collectively, The Land, the Building, the Fixtures together with: (i) all rights, easements and appurtenances pertaining thereto, if any; (ii) any other improvements constructed on the Land (the Building and all such improvements being hereinafter collectively the "Improvements"), if any; (iii) all contracts and agreements relating to the operation or maintenance of the Land, the Building or the Improvements, the terms of which extend beyond midnight of the day preceding the Closing (as hereinafter defined), if any and (iv) all of Seller's rights, if any, in the name of the shopping center constructed on the Land, if any, and all trademarks, servicemarks, and logos used in connection with such Land and Improvements (it being understood that Seller makes no representations or warranty with respect to Purchaser's right to use such names, marks and logos); together with any transferable rights in any surveys,

environmental reports, traffic studies, plans and specifications (including, without limitation, "as built" drawings), geotechnical reports, and other studies and reports in Seller's possession or control relating to the construction, use or operation of the Land and/or Improvements, all assignable guaranties and warranties, if any, and transferable permits, licenses, goodwill and all other intangible property, if any, related to the Land or connected therewith and appurtenances related to the Land; together with all of Seller's right, title and interest in the Lease.

"Purchase Price" shall mean the amount of Two Million Four Hundred Thousand Dollars and No/100 (\$2,400,000.00).

"Title Company" shall mean Fidelity National Title Insurance Company, 200 Galleria Parkway, SE, Suite 2060, Atlanta, GA who is to handle this transaction, including acting as Escrow Agent to hold the deposit(s).

**Article II.
AGREEMENT TO SELL AND PURCHASE**

Section 2.01 Agreement to Sell and Purchase. On the Closing Date, Seller shall sell, convey, assign, transfer and deliver to Purchaser and Purchaser shall purchase, acquire, have conveyed unto it and accept from Seller, the Property, for the Purchase Price and subject to the terms and conditions of this Agreement.

Section 2.02 (a) Condition of Property. Purchaser acknowledges and agrees to purchase the Property on an "AS IS" "WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO THE SUITABILITY OF THE PROPERTY FOR ANY USE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO, SUITABILITY OF THE PROPERTY FOR ANY USE, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, SAVE AND EXCEPT THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 2.02 (b) AND THE DISCLOSURE STATEMENT SET FORTH IN SECTION 4.01 HEREOF.

(b) Written Disclosure. Notwithstanding the terms of Section 2.02 above, Seller shall within seven (7) days of the execution of this agreement deliver to Purchaser a written disclosure statement setting forth in detail any condition of the Property known to Seller which adversely affect the condition or marketability of the Property.

Section 2.03 Purchaser's Right of Inspection.

(a) With prior notice to and approval from Seller, Seller does hereby grant to Purchaser and its authorized agents the right, at Purchaser's sole risk, cost and expense, and subject to the rights of the Tenant under the Lease, for a period of thirty (30) days from the Effective Date (the "Inspection Period"), during normal business hours and without undue disruption to the ordinary course of business being conducted on the

Property, to examine the title to the Property and to enter upon the Property to inspect, examine and survey the Property and otherwise do that which, in the opinion of Purchaser, is reasonably necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Purchaser, and to determine the physical condition of the Property. Purchaser agrees to indemnify and hold Seller harmless from and against any and all liabilities, claims, losses or damages arising directly or indirectly arising from negligence in conducting Purchaser's inspection and examination of the Property (but not from any effect upon value or marketability of the property), and this indemnity and hold harmless provision shall survive Closing or the termination of this Agreement. Purchaser shall promptly deliver to Seller, copies of the results of all of Purchaser's inspections and/or examinations.

(b) Seller shall provide to Purchaser the due diligence materials listed in Exhibit B within three (3) days of the full execution and delivery of this Agreement.

(c) Purchaser shall have the right to extend the Inspection Period for up to thirty additional days upon written notice to Seller at least five days prior to the end of the Inspection Period along with delivery to Seller of additional Earnest Money Deposit funds in the amount of Fifty Thousand Dollars and No/100 (\$50,000.00). Such additional Earnest Money Deposit shall be treated in the same manner as the original Earnest Money Deposit funds, but for the extended Inspection Period. Should an extension of the Inspection Period be granted for any reason other than completion of any third-party reports (i.e. environmental, survey, etc.), the Seller has the right to remarket the Property during the additional Inspection Period.

(d) At least fifteen (15) days prior to the last day of the Inspection Period, Seller shall deliver to Purchaser an estoppel statement executed by Rite Aid Corporation and/or Eckerd Corporation and compliant with Section 31.4 of the lease and showing that Tenant is fully and unconditionally obligated under the terms of the lease and the lease is in full force and effect.

Article III. PURCHASE PRICE AND EARNEST MONEY DEPOSITS

Section 3.01 Payment of Purchase Price. Purchase Price shall be paid by Purchaser in cash or other immediately available funds at Closing in the manner set forth below, subject to the terms and conditions provided for herein:

(a) *Earnest Money Deposit.* Within three (3) days of executing of this Agreement, Purchaser shall deliver to Escrow Agent the first of two Earnest Money Deposits in the amount of Twenty Five Thousand Dollars and No/100 (\$25,000.00). A second Earnest Money Deposit of Twenty Five Thousand Dollars and No/100 (\$25,000.00) shall be delivered to the Escrow Agent immediately at the close of the Inspection Period. The Earnest Money Deposit shall, if Purchaser closes on the purchase of the Property as contemplated hereby, be credited toward the Purchase Price at the Closing, but shall be deemed immediately fully earned by Seller and otherwise become

non-refundable to Purchaser at the expiration of the Inspection Period, except as otherwise specifically set forth in this Agreement. Interest earned on the Earnest Money Deposit(s), if any, shall be the property of Purchaser.

(b) Contingencies. Notwithstanding any other term, provision, or condition contained herein to the contrary, Purchaser will be able to terminate this Agreement and receive a full refund of the Earnest Money Deposit: (a) in the event that Seller is unable to obtain approval of the Court for the sale of the Property in accordance with this Agreement (the "Seller Contingency") or comply with other agreements or satisfy any other condition imposed herein on Seller; or (b) if Purchaser gives notice as set for in Section 2.03 (b) above.; or (c) if Seller fails to deliver timely the estoppel statement described in Section 2.03 (c) above.

Article IV.

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 4.01 Representations and Warranties of Seller. Seller, subject to the other terms and conditions of this Agreement, represents and warrants to Purchaser the following:

(a) Seller shall have, as of Closing, full right, power and authority to consummate the transactions provided for herein, and to Seller's knowledge, the joinder of no person or entity is or will be necessary to sell the Property to Purchaser at Closing.

(b) Seller will, on or before the Closing Date, obtain approval from the Court to sell the Property free and clear of all liens, claims and encumbrances and Seller will convey title to the Property to the Purchaser pursuant to the Court order via Receiver's Deed in a form substantially similar to Exhibit C attached hereto.

(c) Seller has granted no option or Contract to any other person or entity to purchase the Property.

Purchaser expressly acknowledges that Seller has made no warranties with respect to the Property. Purchaser is purchasing the Property on an "AS IS" "WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO THE SUITABILITY OF THE PROPERTY FOR ANY USE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO, SUITABILITY OF THE PROPERTY FOR ANY USE, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, SAVE AND EXCEPT THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4.01 AND THE DISCLOSURE STATEMENT SET FORTH IN SECTION 2.02 (b) All other representations and warranties shall not survive Closing, however, Seller shall reaffirm such representations and warranties at Closing.

Section 4.02 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that:

(a) Purchaser has duly and validly authorized and executed this Agreement, and has full right, power and authority to enter into this Agreement and to consummate the transactions provided for herein, and the joinder of no person or entity other than Lender will be necessary to purchase the Property from Seller at Closing.

(b) The execution by Purchaser of this Agreement and the consummation by Purchaser or its permitted assigns of the transactions contemplated herein do not, and at the Closing will not, result in any breach of any of the terms or provisions of or constitute a default or a condition which upon notice or lapse of time or both would ripen into a default under any indenture, agreement, instrument or obligation to which Purchaser is a party; and does not and at the Closing will not constitute a violation of any order, rule or regulation applicable to Purchaser or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Purchaser.

(c) On or before the Closing Date, Purchaser will have conducted and completed any and all due diligence it deems or deemed necessary prior to completing the purchase contemplated herein.

Purchaser expressly acknowledges that Seller has made no warranties with respect to the Property. Purchaser is purchasing the Property on an "AS IS" "WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO THE SUITABILITY OF THE PROPERTY FOR ANY USE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, INCLUDING BUT NOT LIMITED TO, SUITABILITY OF THE PROPERTY FOR ANY USE, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, SAVE AND EXCEPT THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4.01 AND THE DISCLOSURE STATEMENT SET FORTH IN SECTION 2.02 (b) ABOVE.

Article V.

CONDITIONS TO THE SELLER'S AND PURCHASER'S OBLIGATIONS

Section 5.01 Conditions to the Purchaser's Obligations. The obligations of Purchaser to purchase the Property from Seller and to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at all times prior to and as of the Closing, of each of the following conditions:

(a) The representations and warranties of Seller set forth in this Agreement shall be true in all material respects at all times prior to, at and as of the Closing.

(b) Seller shall have delivered, performed, observed and complied with, in all material respects, all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement to be delivered, performed, observed and complied with by it prior to, or as of, the Closing.

Section 5.02 Failure of Conditions to Purchaser's Obligations. In the event any one or more of the conditions to Purchaser's obligations are not satisfied in whole or in part at any time

prior to or as of the Closing Date, and provided such event is not caused by Purchaser's actions or default(s) hereunder, Purchaser, at Purchaser's option, shall be entitled to: (a) terminate this Agreement by giving written notice to Seller and Purchaser shall have no further obligations or liabilities hereunder, except those expressly surviving termination of this Agreement; or (b) waive any and all default(s) not cured and proceed to Closing.

Section 5.03 Condition to the Seller's Obligations. The obligations of Seller to sell the Property to Purchaser and to consummate the transaction contemplated by this Agreement are subject to the satisfaction at all times prior to and, as applicable, at closing of each of the following:

(a) All of the representations and warranties of Purchaser set forth in this Agreement shall be true at all times prior to, at, and as of the Closing.

(b) Purchaser shall have delivered, performed, observed and complied with, in all material respects, all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement to be delivered, performed, observed, and complied with by it prior to, and as of the Closing.

(c) Purchaser shall have delivered the Earnest Money Deposit and has otherwise, on or before the Effective Date, delivered to the Title Company the balance of the Purchase Price due and owing Seller at Closing and same have been delivered to Seller.

(d) If at any time (including the time Purchaser has removed all contingencies and the Inspection Period has lapsed) Seller is unable to obtain the necessary court approval to sell the Property and transfer title to the Purchaser, then Purchaser may terminate this contract and in doing so shall receive a full refund any Earnest Money Deposit(s) and any interest earned thereupon.

Section 5.04 Risk of Loss. Risk of loss up to and including the Closing Date shall be borne by Seller.

**Article VI.
PROVISIONS WITH RESPECT TO THE CLOSING**

Section 6.01 Seller's Closing Obligations. At the Closing, Seller shall furnish or as applicable execute and deliver to the Title Company for delivery to Purchaser, the following with respect to the Property:

(a) A Receiver's Deed substantially in the form substantially similar to Exhibit C attached hereto to be duly executed and acknowledged by Seller;

(b) Any security deposit or prepaid rent received by Seller from the Tenant, to be credited in favor of Purchaser against the Purchase Price;

(c) Agreement for the assignment and assumption of Lease substantially in the form attached hereto as Exhibit D attached and duly executed by Seller;

(d) A letter to the Tenant directing payment of all future rents to Purchaser and directing that Purchaser be added to all policies of insurance required by the lease.

(e) A bill of sale and instrument of transfer and assignment substantially in the form attached hereto as Exhibit E assigning all of Seller's right, title and interest in and to all of the tangible and intangible personal property constituting a portion of the Property and listed therein;

(f) Such other instruments or documents as are reasonably necessary or reasonably required by Purchaser or the Title Company to consummate the transaction contemplated hereby, including to evidence the status and capacity of Seller to consummate this transaction and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the purchase and sale transaction contemplated hereby, including Seller's authority to execute and deliver the closing documents; and

(g) All files, including all permits and licenses for operation of the Property, to the extent in Seller's possession.

(h) Evidence that all tax bills, and utility bills have been presented to and paid by Tenant, and that Tenant has maintained as current all policies of insurance required by the lease.

Section 6.02 Purchaser's Closing Obligations. At the Closing, Purchaser shall execute and/or deliver to the Title Company for delivery to Seller:

(a) Wired funds, and/or direct Escrow Agent to disburse Earnest Money Deposit, payable to the order of the Seller for the balance of the Purchase Price due in accordance with Section 3.01 and other applicable provisions herein;

(b) Agreement for the assignment and assumption of Lease substantially in the form attached hereto as Exhibit D attached and duly executed by Purchaser;

(c) Such instruments as are necessary or reasonably required by Seller or the Title Company to consummate the transaction contemplated hereby, including evidence of authority of Purchaser to consummate the purchase and sale transaction contemplated hereby and to execute and deliver the closing documents on the Purchaser's part to be delivered;

(d) A closing statement itemizing the Purchase Price and all adjustments thereto as provided herein.

**Article VII.
EXPENSES OF CLOSING**

Section 7.01 Closing Prorations. The following items shall be prorated and adjusted between the Seller and the Purchaser as of midnight on the day preceding the Closing Date:

(a) Rents. All rents and other receipts actually received in and applicable to the month in which the Closing occurs shall be prorated as of the Closing, other than rents from Purchaser, based on twelve thirty (30) day months.

(b) Other Items. All other items, including without limitation licenses and permits being assumed by Purchaser (if any, provided that in no event shall Purchaser assume any indemnification obligations of Seller) and other income from, and expenses associated with, the Property shall be prorated between Purchaser and Seller as of the Closing.

Section 7.02 Closing Costs.

(a) Seller shall pay: (i) one-half of all transfer taxes payable in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; and, (ii) Seller's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Seller hereunder, including without limitation, the cost of performance by Seller of its obligations hereunder.

(b) Purchaser shall pay: (i) all title examination fees; (ii) survey costs or any costs to update surveys; (iii) to update recording costs on documents necessary for Seller to clear title (to the extent such action is required); (iv) any premiums for a Title policy; (v) one-half of all transfer taxes payable in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; (vi) all charges by the Escrow Agent for escrow services; (vii) all survey costs; (viii) mortgage taxes (if any); (ix) the cost of any environmental reports; and, (x) Purchaser's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Purchaser hereunder, including without limitation, the cost of performance by Purchaser of its obligations hereunder.

(c) Except as otherwise prorated pursuant to Section 7.01 or expressly provided for in Section 7.02(b) and Section 7.03, Purchaser shall be responsible for any and all other costs and expenses, regardless of custom or practice in the county where the Property is located, in connection with the consummation of this Agreement.

Section 7.03 Improvement Liens. Certified, confirmed or ratified liens for governmental improvements fully due and payable for governmental improvements as of the Closing, if any, shall be paid in full by Seller, and Seller shall receive credit toward the Purchase Price for the amounts paid, and pending liens or installment liens accruing after the Closing Date

for governmental improvements completed as of the Closing shall be assumed by and be the sole responsibility of Purchaser.

**Article VIII.
DEFAULT AND REMEDIES**

Section 8.01 Seller's Default; Purchaser's Remedy.

(a) *Seller's Default.* Seller shall be deemed to be in default hereunder upon the occurrence of the following events: (i) any of Seller's warranties or representations set forth herein shall be materially untrue when made or at Closing; or (ii) Seller shall fail to meet, comply with, or perform any material covenant, agreement or obligation on its part required within the time limits and in the manner required in this Agreement and shall fail to cure same within thirty (30) days after receipt of written notice from Purchaser.

(b) *Purchaser's Remedy.* In the event Seller shall be deemed to be in continuing default hereunder after the expiration of the applicable cure period, Purchaser expressly acknowledges and agrees that its sole and exclusive remedy is to terminate this Agreement and the Earnest Money Deposit and any interest earned shall be returned to the Purchaser. This Agreement, when duly executed by the Parties, constitutes the express waiver in writing of any other remedy, whether legal or equitable, that may be available to the Parties.

Section 8.02 Purchaser's Default; Seller's Remedies.

(a) *Purchaser's Default.* Purchaser shall be deemed to be in default hereunder upon the occurrence of the following events: (i) any of Purchaser's warranties or representations set forth herein shall be untrue when made or at Closing; (ii) failure to remit to the Escrow Agent the full amount of the Earnest Money Deposit due in accordance with Section 3.01(b) above; or (iii) Purchaser shall fail to meet, comply with, or perform any material covenant, agreement or obligation on its part required within the time limits and in the manner required in this Agreement and shall fail to cure same within thirty (30) days after written notice from Seller;

(b) *Seller's Remedy.* In the event Purchaser shall be in continuing default hereunder after the expiration of the applicable cure period, Seller shall be entitled to terminate this Agreement and, within three (3) business days, receive from the Escrow Agent upon written notice to it all monies held as Earnest Money Deposit, including any additional deposits pursuant to Section 3.01(b) above hereunder as liquidated damages so long as Purchaser's default is not caused by Seller's default or actions. Parties acknowledge and agree that a reasonable estimate of the total net detriment Seller would suffer in the event of default not cured by Purchaser equals to the Earnest Money Deposit being held by the Escrow Agent, and the delivery of the Earnest Money Deposit to Seller as liquidated damages shall constitute Seller's sole and exclusive remedy under this Agreement (subject to those provisions of this Agreement which, by their express terms,

survive a termination of this Agreement). Such liquidated damages are not intended as a forfeiture or penalty within the meaning of applicable law.

**Article IX.
MISCELLANEOUS**

Section 9.01 Survival of Representations and Warranties. All of the respective representations and warranties of the Parties to this Agreement shall survive the consummation of the transactions contemplated hereby. All other representations, warranties, covenants, agreements and indemnities of Seller and Purchaser contained in this Agreement shall be deemed to merge upon the acceptance of the Receiver's Deed by Purchaser.

Section 9.02 Broker's Commissions. Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, except for Jim Hamilton and Coler Yoakam of Holliday Fenoglio Fowler, L.P. (the "Listing Broker"). At Closing, Seller agrees to pay the Listing Broker the sum of One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00) pursuant to a separate written agreement by and between Seller and Listing Broker. In the event of any claim for broker's or finder's fees or commissions by any party other than those provided in this Section, each party shall indemnify and hold the other party harmless from and against any such claim based upon any statement, representation or agreement of such party. This provision shall survive the consummation of the transactions contemplated hereby.

Section 9.03 Indemnification. Notwithstanding any provisions in this Agreement to the contrary, Purchaser expressly acknowledges and agrees that Seller provides NO indemnification from and against any loss, claim and/or damage arising under any circumstance related to the Property or this Agreement, and that Section 8.01(b) sets forth the Purchaser's sole and exclusive remedy under this Agreement.

Section 9.04 Right of Assignment. Purchaser shall have no right to assign this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed.

Section 9.05 Notices. Any notice, request, information or other document to be given hereunder to any Parties by any other party shall be in writing and shall have been deemed to have been given (i) when personally delivered, sent by facsimile (with hard copy to follow) or sent by reputable overnight express courier (charges prepaid), or (ii) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another is specified in writing, notices, demands and communications to Seller and Purchaser shall be sent to the addresses indicated below:

- (a) If intended for Seller:

Burton W. Wiand, Receiver
Scoop Real Estate, L.P.
3000 Bayport Drive, Suite 600
Tampa, Florida 33607
Attn: Jeffrey C. Rizzo, CP, FRP

Phone: (813) 347-5100
Fax: (813) 247-5173
Email: jrizzo@wiandlaw.com

(b) If intended for Purchaser:

Trinet West, LLC
1255 West Shaw Avenue, Suite 101
Fresno, CA 93711
Attn: Gerald C. Mohr, Managing Member
Phone: 559-244-3100
Fax: 559-244-3110
Email: gm@mrcapital.com

With copies to:

Any party may change the address to which notices hereunder are to be sent by giving written notice of such change of address as provided above.

Section 9.06 Entire Agreement; Amendments. This Agreement and the instruments delivered pursuant hereto constitute the entire agreement between the Parties hereto and supersede all prior written agreements and understanding, oral or written, between the Parties relating to the subject matter hereof. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. This Agreement, although initially drawn by one of the Parties hereto, shall not be construed for or against either party as a result thereof in any dispute pertaining to this Agreement or the transaction contemplated hereby, but this Agreement shall be interpreted in accordance with language hereof in an effort to reach the result intended thereby.

Section 9.07 Applicable Law; Jurisdiction; Venue.

(a) This agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the state of North Carolina.

(b) Purchaser and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *SECURITIES AND EXCHANGE COMMISSION V. ARTHUR NADEL, ET AL.*, CASE NO: 8:09-CV-87-T-26TBMIN AND BEFORE THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, to

the exclusion of the courts of any other state or country, and (ii) irrevocably submits to the exclusive jurisdiction of the **UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION**, in Hillsborough County in the State of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waives any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

Section 9.08 Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 9.09 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however the delivery of the Agreement by one party shall not be binding upon either until both Parties have fully executed same.

Section 9.10 Timely Performance. Should any action required under this Agreement not be performed, upon five (5) days written notice to the non-performing party, this Agreement may be cancelled if non-performance is not remedied within five (5) days.

Section 9.11 Waiver. No waiver by either party hereto of any condition or any breach of any term, covenant, representation or warranty contained in this Agreement shall be deemed or construed as a further or continuing waiver of such condition or breach or waiver of any other or subsequent condition or the breach of any other term, covenant, representation or warranty contained in this Agreement.

Section 9.12 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the Parties, it will be deemed stricken and the remainder of the Agreement will remain in full force and effect.

Section 9.13 No Recording. Purchaser shall not record this Agreement or any short form, memorandum or notice thereof in any public or governmental office.

Section 9.14 Attorneys' Fees. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing party will be entitled to, from the non-prevailing party, reimbursement of its attorneys' fees (including, but not limited to, attorneys' fees, paralegals' fees and legal assistants' fees), costs and expenses incurred in the preparation for and in connection with any trial, appeal or bankruptcy proceeding.

Section 9.15 Counterparts. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed to be an original.

FIRST DRAFT VERSION

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

PURCHASER:

TRINET WEST, LLC


Gerald C. Mohr, Managing Member

SELLER:

**BURTON W. WIAND, RECEIVER FOR
SCOOP REAL ESTATE, L.P.**

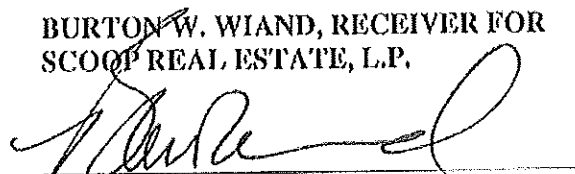

Burton W. Wiand, as Receiver for Scoop Real Estate, L.P.

EXHIBIT A

Legal Description

LYING AND BEING in Graham Township, Alamance County, North Carolina, and more particularly described as follows:

BEGINNING at an existing iron pin (site bench mark with NC Grid coordinates of N: 839,090,546 feet, E: 1,881,775.383 feet, NAVD 88, elev: 593.21 feet, value published by National Geodetic Survey "OPUS" Solution on 09/11/03) on the western margin of the public right-of-way of NC Highway 87 (South Main Street) and in the northeastern corner of the land conveyed to Crescent Center Associates by instrument recorded in Deed Book 503, Page 66, Alamance County Public Registry, and running thence with the northern boundary of the Crescent Center Associates land (nor or formerly) S. 84-34-58 W. 242.92 feet to an existing iron pin in the southeastern corner of the land conveyed to ECMM Associates by instrument recorded in Deed Book 789, Page 658, Alamance County Public Registry; thence with the southern boundary of the ECMM Associates land (nor or formerly) N. 61-06-52 W. 18.19 feet to an iron rebar set; thence two new lines within the ECMM Associates land (nor or formerly) as follows: (1) N. 05-35-11 W. 189.62 feet to an iron rebar set; and (2) N. 84-34-01 E. 15.00 feet to an existing iron pin in the southern margin of the public right-of-way of Crescent Square Drive; thence with the southern margin of the public right-of-way of Crescent Square Drive N. 84-34-01 E. 231.52 feet to an iron rebar set in the western margin of the right-of-way of NC Highway 87 (South Main Street); and thence with the western margin of the right-of-way of NC Highway 87 (South Main Street) three (3) courses and distances as follows: (1) S. 04-50-25 E. 15.86 feet to a nail; (2) S. 49-50-25 E. 19.80 feet to a nail; and (3) S. 04-50-25 E. 169.95 feet to the point and place of BEGINNING, containing 1.18 acres, more or less, all as shown on survey prepared by Clinton B. Osborne, North Carolina Professional Land Surveyor L-3834, of Allied Associates, P.A., Job No. PA030608, Map No. GSDelta.dwg., and dated October 31, 2003, reference to said survey being made in aid of description.

Together with:

Easement rights in favor of the property, as set forth in Cross Access Easement Agreement recorded in Book 2108, Page 530, of the Alamance County Registry.

EXHIBIT B

DUE DILLIGENCE MATERIALS TO BE DELIVERED TO PURCHASER

1. Rite Aid - Graham, NC (Phase 1)
2. Rite Aid Memo
3. Rite Aid Fidelity National title Ins company of New York
4. Rite Aid Affidavit of No Liens
5. Rite Aid - Graham, NC (Survey 2)
6. Rite Aid - Graham, NC (Survey 1)
7. Rite Aid - Graham, NC (Eckerd Prior Lease Agreement)
8. Rite Aid - Graham, NC (Eckerd Assignment and Assumption)
9. Rite Aid (Commitment for Title Insurance 3.22.05)
10. Order Appointing Receiver (Dkt. 8 efiled 1-21-09)
11. Tax Bills
12. Estoppel Certificate
13. Copies of Operating Statements with respect to the Property since it has been in the control of the court-appointed Receiver.
14. Any and all written correspondence, if any, received by the Receiver from Rite-Aid and/or Eckerd Companies since the Property has been under court-ordered receivership.

EXHIBIT C

Receiver's Deed and Exhibits

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

RECEIVER'S DEED

THIS INDENTURE, made as of the ____ day of _____, 2011, by and between Burton W. Wiand, as Receiver for Scoop Real Estate, L.P., a Delaware limited partnership (hereinafter referred to as the "Grantor"), having a mailing address of 3000 Bayport Drive, Suite 600, Tampa, Florida 36607 and Trinet West, LLC, a California limited liability corporation, , or assigns, having an address of 1255 West Shaw Avenue, Suite 101, Fresno, California 93711 (hereinafter referred to as the "Grantee").

WITNESSETH:

That Burton W. Wiand was appointed Receiver for the Property, as hereinafter described, pursuant to that certain Order Reappointing Receiver in Securities and Exchange Commission v. Arthur Nadel, et al, United States District Court Middle District of Florida, Tampa Division Case No.: 8:09-cv-87-T-26TBM. The sale having been duly approved by Order of the United States District Court Middle District of Florida Tampa Division entered _____, 2011 (hereinafter referred to as the "Order" and attached hereto as Exhibit A and incorporated herein by this reference).

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of Grantor's right, title and interest in and to all that certain tract or parcel of land lying and being in Alamance County, North Carolina, being more particularly described in Exhibit B attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, in as full and ample a manner as the same was held by Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Receiver's Deed, the day and year first above written.

GRANTOR:

Burton W. Wiand, as Receiver for Scoop Real Estate, L.P.

SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness
Print Name: _____

Witness
Print Name: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing Receiver's Deed was acknowledged before me this ____ day of _____, 2011, by **BURTON W. WIAND, AS RECEIVER FOR SCOOP REAL ESTATE, L.P.**, who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of _____

Print Name: _____

[notary seal]