

TAB 4



Central Falls

(Summary Data - may not be Complete Representation of Property)



Parcel: 1-134 Location: 577 BROAD ST Owner: HERNANDEZ, PAMELA
 Account: 23 User Acct: 19-0696-01 LUC: 02

Parcel Values
 Total: \$265,400 Land: \$114,500 Land Area: 0.118 AC Building: \$150,900 Assessed: \$265,400

Sales Information

Book and Page	Instrument Type	Date	Price	Grantor
703-126		04/20/2007	\$295,000	SHEEHAN, THERESA F.
473-202		01/27/2003	\$0	SHEEHAN, THERESA F.

Building Type: MU-Retail Year Built: 1900 Grade:C- Condition:AV
 Heat Fuel: Oil Heat Type: BB Hot Wtr % Air Conditioned: 0 Fireplaces:
 Exterior Wall:Vinyl Siding Bsmnt Garage: Roof Cover:Slate # of Units: 3
 # of Rooms: 11 # of Bedrooms: 7 Full Bath: 2 1/2 Baths: 2

Yard Item(s)

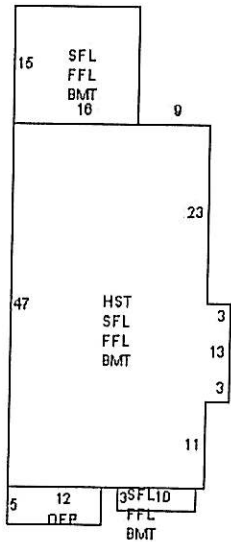
Description	Quantity	Size	Year	Condition	Quality	Value
Chain Link Fence 4'	1	140	1993	AV	Average\$	400.00
Asphalt Paving	1	2940	1993	AV	Average\$	5,100.00

Building Areas

Area	Net Area	Finished Area
1ST FLOOR	1,484 SF	1,484 SF
2ND FLOOR	1,484 SF	1,484 SF
BASEMENT	1,484 SF	0 SF
HALF STORY	910.5 SF	910.5 SF
OPEN PORCH	60 SF	0 SF



Disclaimer: This information is for tax assessing purposes and is not warranted



TAB 5

CITY OF CENTRAL FALLS :
Petitioner :
 v. :
 ONE PARCEL OF REAL ESTATE :
 COMMONLY KNOWN AS :
 577 BROAD STREET AND LOCATED :
 AT PLAT 1 LOT 134, AN *IN REM* :
 RESPONDENT; PAMELA :
 HERNANDEZ; BANK OF AMERICA, :
 N.A.; AND LAKEVIEW LOAN :
 SERVICING, LLC :
Respondents :

C.A. No.: 0015-044

ORDER APPOINTING PERMANENT RECEIVER

This cause came to be heard on the Petition for Appointment of Receiver for the Respondent property, and it appearing that the notice provided by the Order of this Court previously entered herein has been given, and upon consideration thereof, the Court makes the following findings of fact:

FINDINGS OF FACT

1. That notice pursuant to Rhode Island General Law § 34-44-3 was properly given;
2. That the Plaintiff City of Central Falls has established to the satisfaction of this Court that the Property is abandoned and a public nuisance under § 34-44-1 et. seq.;
3. That all parties in interest including title owners of record; lien holders of record; mortgagees of record have been afforded notice and failed to show cause that they could or would abate the abandonment or public nuisance;
4. That the appointed Receiver identified below has established factually a financially viable plan of rehabilitation of the Property;
5. That the appointed Receiver identified below has demonstrated that based upon the Receiver's abatement plan there is no need and the Receiver is excused from posting security for the work to be performed in the plan of rehabilitation;
6. That the appointed Receiver identified below has the capacity and experience to ensure performance of the rehabilitation and plan presented; and
7. The Court finds that the Receiver and plaintiff City have met their burdens of proof

under §§ 34-44-3 and 34-44-4.

Whereby it is hereby:

ORDERED, ADJUDGED AND DECREED:

1. That John A. Dorsey, of 55 Pine Street Providence, Rhode Island, be and hereby is appointed Permanent Receiver (the "Receiver") of the Property, and of all the estate, assets, effects, property and business of the Property of every name, kind, nature and description, with all the powers conferred upon the Receiver by the Rhode Island General Laws, including but not limited to all such powers identified in Rhode Island General Law § 34-44-6(1)-(9), by this order, or otherwise, and with all powers incidental to the Receiver's said Office.
2. That said Receiver shall, no later than five (5) days from the date hereof, file herein a bond in the amount of \$10,000.00 with corporate surety thereon authorized to do business in the State of Rhode Island conditioned that the Receiver will well and truly perform the duties of said office.
3. That said Receiver be and hereby is authorized, empowered and directed to take possession and charge of said estate, assets, effects, and Property, including cash surrender valued of any insurance owned by Property, and to preserve the same, and is hereby vested with title to the same; to collect and receive the debts, property and other assets and effects of said Property, including such cash surrender value, with full power to prosecute, defend, adjust and compromise all claims and suites of, by or against said Property and to appear, intervene or become a party in all suits, actions or proceedings relating to said estate, assets, effects and property as may in the judgment of the Receiver be necessary or desirable for the protection, maintenance and preservation of the property and assets of said Property.
4. That this appointment is made in succession to the appointment of Temporary Receiver heretofore made by order of this Court, and the Receiver shall take and be vested with the title to all assets, property and choses-in-action which have heretofore accrued to the Temporary Receiver with power to confirm and ratify in writing such agreements as are entered into by such Temporary Receiver and to carry out and perform the same.
5. That the Receiver is authorized, in the Receiver's discretion, to employ such persons as may be desirable for the foregoing purposes and, in connection therewith, to use such moneys as shall come into the Receiver's hands in possession, as far as the same shall be necessary, for the above purposes and for the purpose of completing the plan of rehabilitation until further Order of this Court.
6. That the Receiver is authorized to incur expenses for goods and services and to purchase for cash such merchandise, supplies and materials as in the Receiver's discretion may be desirable or necessary for continuance of the business of the Property and completion of the plan of rehabilitation. The Receiver shall have no obligation to insure the Respondent Property.
7. That said Receiver be and hereby is authorized and empowered to sell, transfer and convey said Receiver's right, title and interest and the right, title and interest of said Property in and to any real property or personal property, tangible or intangible, for such sum or sums of money as to said Receiver appears reasonable and proper, at private sale or sales, provided, however, that approval is first given for such sale or sales by this Court on *ex parte* application by the Receiver, or after such

notice as the Court may require.

8. That the Receiver is hereby authorized and empowered to sell at public auction any or all of the assets referred to in Paragraph 7 subject to the specific authority, terms and conditions as may be authorized by further order of this Court. In the event that the Receiver shall seek an order from this Court to authorize the sale of the assets referred to in paragraph 7, then in such event the Receiver may also be authorized to engage an auctioneer and to insert such display ads within or without the State of Rhode Island as the Receiver deems proper advertising for such sale. Such a public auction sale conducted by said Receiver in accordance with the provisions of this paragraph shall be considered and is hereby declared to be a commercially reasonable sale, and such sale shall constitute compliance with the requirements of a commercially reasonable sale as set forth in Article 9 of the Uniform Commercial Code as enacted in Rhode Island.

9. That said Receiver be, and hereby is, authorized and empowered, as soon as there are sufficient funds available, to pay all City, State and United States taxes of any kind, nature and description.

10. In fulfillment of any reporting requirements, the Receiver shall file Reports, as and when the Receiver deems necessary or advisable under the circumstances, or, in any event, as and when required by Order of this Court.

11. That the Receiver shall continue to discharge said Receiver's duties and trusts hereunder until further order of this Court; that the right is reserved to the Receiver and to the parties hereto to apply to this Court for any other or further instructions to said Receiver and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

12. The Receiver shall have no obligation to insure the above property. Notwithstanding, as pursuant to R.I. Gen. Laws § 39-44-7, the Temporary Receiver shall have no personal liability of any kind or nature with regard to the above referenced property or the appointment made herein.

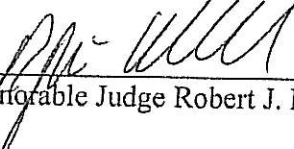
13. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Property or any of its improvements or personal property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, member, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Defendant, the Property or the Receiver, or the taking or attempting to take into possession any property in the possession of the Property, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract with Receiver for the benefit of the Property, by any or such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to the Property, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

14. That Notice be given of the entry of this order by publication of paragraphs 1, 7 and 13 of this Order in *The Providence Journal* on or before December 23rd, and by the Receiver mailing on or before December 23rd, a copy of the instant Order to each creditor of said Property as such may be known to the Receiver, or appearing as such on the books of said Property, addressed to each such stakeholder or creditor at his last known address.

15. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

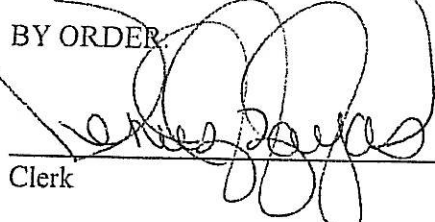
ENTERED as an Order of this Court this 4th day of December, 2015.

ENTERED:



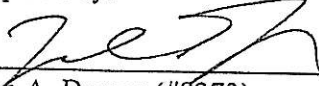
The Honorable Judge Robert J. McConnell

BY ORDER:



Clerk

Prepared by:



John A. Dorsey (#8373)
Ferrucci Russo P.C.
55 Pine Street, 4th Floor
Providence, RI 02903
Tel: 401-455-1000
Fax: 401-455-7778
E-mail: jdorsey@frlawri.com

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of December, 2015, a true and accurate copy of the within was served via first class mail, postage prepaid, to the following:

Robert Weber, Assistant City Solicitor
City of Central Falls
580 Broad Street
Central Falls, RI 02863

Alberto Cardona, Esq.
A.C. Law group, LLC
107 Warwick Avenue
Providence, RI 02905



TAB 6

STATE OF RHODE ISLAND
CITY OF CENTRAL FALLS

HOUSING COURT

CITY OF CENTRAL FALLS :
Petitioner :

v. :

C.A. No.: 0015-044

ONE PARCEL OF REAL ESTATE :
COMMONLY KNOWN AS :
577 BROAD STREET AND LOCATED :
AT PLAT 1 LOT 134, AN *IN REM* :
RESPONDENT; PAMELA :
HERNANDEZ; BANK OF AMERICA, :
N.A.; AND LAKEVIEW LOAN :
SERVICING, LLC :
Respondents :

_____ :

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into by and between John A. Dorsey, Esq., in and only in his capacity as RECEIVER of **577 Broad Street, Central Falls, Rhode Island**, and not individually, with a mailing address for purposes of this Agreement c/o Ferrucci Russo PC, 55 Pine Street, Providence, Rhode Island 02903 (hereinafter referred to as "Receiver") and _____ with a mailing address for purposes of this Agreement of _____ (hereinafter referred to as "Buyer").

WITNESSETH THAT

1. PREMISES:

Receiver agrees to sell and convey to Buyer or Buyer's Nominee, and Buyer or Buyer's Nominee agrees to purchase, upon the terms and conditions hereinafter set forth herein all of Receiver's right, title and interests as said Receiver of **577 Broad Street, Central Falls, Rhode Island**, in and to that certain real estate with buildings and improvements located at 577 Broad Street, more specifically identified as City of Central Falls Tax Assessor Plat 1, Lot 134 with all assets and claims associated therewith, including, without limitation, all of the improvements thereon and all associated rights, including as to rights of way, of passage, easements and similar rights and entitlements in regard to the specified parcels, and as such property may be more particularly described in the legal description attached hereto as Exhibit A (collectively, the "Premises"). Notwithstanding anything to the contrary herein, the Receiver's conveyance of the Premises does not include any leased equipment, machinery, or other leased assets or any assets not owned by Defendant, and the proceeds of any of the foregoing (collectively, the "Excluded Assets"). The Buyer acknowledges that the transfer and conveyance of the Premises does not and shall not constitute a transfer or conveyance of any right, title or interest in the Excluded

Assets.

2. DATE OF THIS AGREEMENT:

The Date of this Agreement shall be the date on which the Receiver signs this Agreement, as set forth immediately under the Receiver's signature below.

3. TITLE AND COURT APPROVAL:

Conveyance of the Receiver's interest as aforesaid in the Premises shall be made by a Receiver's Deed ("Deed") in customary form, without covenants, warranties or representations of any kind whatsoever, conveying to the Buyer all of the Receiver's right, title and interest as said Receiver in and to the Premises. The conveyance and transfer of the Premises is expressly made subject to approval of the City of Central Falls Housing Court (the "Court") in the receivership proceeding pending before that Court as docket number 0015-044, after hearing with notice to all interested parties, authorizing and ordering the sale. In addition, the conveyance and transfer of the Premises is expressly made subject to an Order of the Rhode Island Superior Court clearing any encumbrances from the Premises and confirming the sale. The conveyance of the Premises shall be subject to all restrictions, easements and conditions of record, and subject to all applicable zoning and other federal, state and municipal laws and regulations.

Buyer acknowledges and understands that the consummation of this Agreement is subject to Court approval and that Receiver will be obligated to submit to the Court for its review and consideration any other offers for the Premises received by the Receiver subsequent to this Agreement for a purchase price higher than or on more advantageous terms than that set forth herein for the Housing Court's review and consideration.

4. POSSESSION:

Upon conveyance of title to the Premises, full possession of the Premises shall be delivered to the Buyer.

5. PURCHASE PRICE:

The agreed total purchase price for the Premises is \$ _____ (the "Purchase Price") of which \$ _____ (the "Deposit"), has been paid herewith to the Receiver as a Deposit by cashier's or bank check, which said Deposit shall be held by the Receiver, until the Closing as defined herein, at which time the Deposit shall be applied to the Purchase Price, with the balance of the Purchase Price due at Closing.

6. THE CLOSING:

The Closing of the Premises is to be held at 10:00 a.m. on the second business day following the date on which the time for all appeals of the Court Order approving this Real Estate Purchase and Sale Agreement has expired (no stay on appeal having been perfected). At the Closing, Buyer shall pay the remainder of the Purchase Price set forth in section 5 hereof by certified

check or wire transfer.

It is agreed and understood that **TIME IS OF THE ESSENCE** of this Agreement.

At the Closing the Buyer's proceeds check shall be delivered to the Receiver and held in escrow pending recording of the Deed, at which time such funds shall be released from escrow. Buyer agrees to record the Deed in the appropriate recording office forthwith after delivery of same. This provision shall be deemed to survive the Closing. Buyer shall notify Receiver forthwith of the recording of the Deed.

7. ADJUSTMENTS:

Real Estate taxes, rents, fuels, water charges, and sewer use charges, if any, as of the date of delivery of the Deed as estimated on the basis of the best information available at the time, and the amounts thereof shall be added to the Purchase Price, as the case may be and paid or assumed by the Buyer, so long as said amounts do not exceed \$5,000.00. If said amounts exceed \$5,000.00 then, the Buyer may elect to pay/assume said amounts, or terminate this Agreement.

Notwithstanding anything to the contrary herein, an Order of the Superior Court clearing any cloud from title pursuant to R.I. Gen. Laws §34-44-12 shall be sufficient proof of satisfaction in full and the clearing of any lien, tax, or charge which might otherwise be payable pursuant to Sections 6 and 7 herein.

8. EXTENSION OF CLOSING:

If the Receiver shall be unable to give title to Buyer, or to make conveyance, or to deliver possession of the Premises, all as in accordance with this Agreement, or if at the time of the Closing, the Premises does not conform with the provisions of this Agreement, then the Receiver, shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the Closing hereunder shall be extended by thirty (30) days. It is understood and agreed that Receiver shall not be under any obligation to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Premises or to remove any encumbrances upon the title to the Premises not voluntarily placed thereon by the Receiver subsequent to the date hereof or to correct any violations of subdivision, plat, zoning, building, minimum housing standard regulations or other similar restrictions or regulations.

9. RECEIVER'S TENDER OF DEED.

Except as otherwise set forth herein, the tender of the Deed by the Receiver and acceptance by Buyer shall be deemed full performance and discharge of every agreement and obligation of the Receiver contained or expressed in this Agreement.

10. INSURANCE:

The Receiver shall have no obligation to insure the Premises prior to the Closing.

11. DEFAULT:

If the Buyer shall default in the performance of Buyer's obligations hereunder, the Receiver shall have the right to retain the deposit and resell the Premises without notice to the Buyer, or require specific performance without prejudice to any of Receiver's other rights or remedies at law and in equity.

12. BROKERS AND AGENTS:

Buyer and Seller agree to indemnify the other party against, and to hold the other party harmless from any and all cost, expense or liability based upon or related to a claim for a brokerage commission or finder's fees in connection with the transaction contemplated hereby to the extent such liability shall be based upon arrangements or agreements made or claimed by third parties to have been made by or on behalf of the Buyer or the Seller, as the case may be, and not disclosed in this Agreement.

13. NOTICES:

All notices as required in this Agreement must be in writing. All notices shall be by certified mail or by personal delivery. Notice by certified mail will be effective upon sending. Notice by personal delivery will be effective upon delivery to the other party. Notices to the Receiver and the Buyer must be addressed to the addresses that appear in the first paragraph of this Agreement.

14. BUYER REQUIRED TO COMPLY WITH ZONING:

Buyer is obligated to comply with any and all state and local real estate ordinances, statutes and/or regulations, commercial or otherwise.

15. RADON GAS:

Radon gas has been determined to exist in the State of Rhode Island. The Buyer acknowledges that the Receiver has no obligation whatsoever to perform any tests for radon, and that such testing, if any, shall be solely at Buyer's expense. The Receiver makes no representation whatsoever concerning the existence or absence of radon in the Premises. The discovery of radon shall in no way relieve the Buyer from its performance and/or obligations under this Agreement.

16. LEAD POISONING DISCLOSURE:

The Buyer acknowledges that the Receiver shall have no obligation whatsoever to perform any risk assessments or inspections for lead-based paint hazards within the Premises. Any such inspections or risk assessments shall be done solely at the Buyer's election and expense. Buyer acknowledges that Buyer has been advised that Receiver has no reports or information concerning lead-based hazards within the Premises, and that Receiver makes no representations concerning the existence or absence of lead-based paint within the Premises. The discovery of any lead-based paint hazards shall in no way relieve the Buyer from its performance and/or obligations under this Agreement.

17. NO ENVIRONMENTAL CONDITION:

Buyer acknowledges that Buyer may conduct any environmental site assessments or studies of any kind, which Buyer deems advisable and/or necessary, at Buyer's sole expense, subject to Receiver's approval. However, Buyer expressly acknowledges and agrees that the conveyance contemplated hereunder is not conditioned in any way whatsoever upon the Receiver's conducting or performing any cleanup or remedial action of any kind or nature on the Premises.

18. CLOSING/CONVEYANCE NOT SUBJECT TO ANY CONTINGENCIES:

Buyer expressly acknowledges and agrees that neither the closing nor the conveyance contemplated hereunder are conditioned in any way whatsoever upon the Buyer or the Receiver complying with any contingencies, including, but not limited to Buyer financing, structural or environmental inspections, zoning, licensing and/or any other contingency of any kind or nature relative to the Premises, except the contingencies specifically set forth in this Section 18:

- a. Within six (6) months of the closing, the Buyer shall complete any necessary demolition work at the Premises to allow for the Buyer to complete a rehabilitation of the Premises, to bring the Premises into compliance with all applicable building and life safety code standards (the "Demolition Phase");
- b. Within six (6) months post the Demolition Phase, the Buyer shall complete all rehabilitation work to bring the Premises into compliance with all applicable building and life safety code standards such that the Buyer can obtain a certificate of occupancy for the Premises intended use (the "Rehabilitation Phase");
- c. In the event that the Buyer fails to proceed with the demolition and rehabilitation of the Premises as set forth in sections (a) and (b) above then, the Receiver reserves the right to Petition the Housing Court for a finding and declaration that Buyer is in default of the instant Agreement and authorizing the Receiver to resell the Premises; and

- d. In addition, until the Housing Court enters an Order deeming the Demolition Phase and Rehabilitation Phase as completed, the Premises shall not be conveyed by the Buyer to any party, not subject to the instant Agreement, other than a nominee of the Buyer at the closing of the instant Agreement, absent prior approval of the Housing Court.

19. WETLANDS DISCLOSURE:

All or part of the Premises may have been previously determined by the Rhode Island Department of Environmental Protection to be a wetland, bank, bog, salt marsh, swamp, meadow, or flat as these terms are defined in Chapter 1, Section 20 of Title 2 of the Rhode Island General Laws. The parties hereto acknowledge that it shall be Buyer's sole responsibility to conduct any independent examination to determine whether the Premises are in an area determined to be a Wetlands pursuant to such statutory provisions.

20. RESTRICTIONS OR LEGISLATIVE/GOVERNMENTAL ACTION:

Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions, present or proposed, which affect or would affect the use of the Premises and Buyer acknowledges that it has not relied on any advice or any representations by Receiver, his employees, attorneys, consultants, agents, or any other representatives of Receiver in this transaction with regard to same.

21. NO WARRANTIES AND REPRESENTATIONS AND NO RELIANCE ON OTHERS:

Buyer has entered into this Agreement based on Buyer's independent review and investigation of the Premises and not on any representation made by the Receiver or any of Receiver's agents or representatives. THIS MEANS THAT THE PREMISES IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS".

Buyer specifically acknowledges that the property shall be sold to Buyer "as is", "where is", and "with all faults" and that no warranties or representations or covenants of any kind, expressed or implied, have been or will be made by Receiver or any other party with respect to the physical, operating or any other condition of the Premises, or repair of the Premises, or utilities or sewer systems servicing the same or the use or operation to which the Premises may be put by Buyer, or the applicability of or compliance with applicable federal, state, county, city or other public authorities having or claiming jurisdiction over the Premises or any laws, statutes, codes, ordinances or regulations of any government authority, including without limitation, zoning, land use, building and fire safety, and environmental laws, including, without limitation, all laws, ordinances and regulations concerning hazardous waste and toxic substances, odors, noise, air emissions, discharge of water, chemicals and/or air pollution, or otherwise.

Buyer acknowledges that there have been no representations or warranties as to quality, quantity, durability, condition, merchantability, fitness for any particular purpose, or any other aspects of the Premises. Buyer acknowledges that it has not been influenced to enter into this transaction by

the Receiver or his attorney, or their employees, agents, consultants or representatives, and that Buyer has not received nor relied upon any statements or representations made by the Receiver or his attorney, or their employees, agents, consultants or representatives.

Receiver specifically disclaims all warranties imposed by statute or otherwise and makes no warranty of habitability, merchantability or fitness of the Premises for a particular purpose. The terms and provisions of this section shall survive the Closing.

22. AMENDMENTS:

This Agreement may not be amended or modified except pursuant to a written instrument executed by both Buyer and Receiver.

23. CONSTRUCTION OF AGREEMENT:

This Agreement may be executed in one or more counterparts and each shall be deemed to be an original, and shall be binding upon and inure to the benefit of the respective heirs, executors and/or administrators, successors, and/or assigns, of the respective parties hereto, subject to the express conditions stated herein. This Agreement and the interpretation hereof shall be governed by the laws of the State of Rhode Island and the parties expressly agree that the Court shall have jurisdiction to resolve any and all disputes arising under this Agreement, to interpret any terms hereof, and to enforce any and all provisions of this Agreement.

24. ENTIRE AGREEMENT:

The parties hereto, each declare that this Agreement and any other agreements entered into in connection herewith contain the entire agreement between the parties, and that it is subject to no understandings, conditions or representations other than those expressly stated herein or therein. All understandings and agreements heretofore had between the parties, if any, are extinguished and are of no force and effect whatsoever except as the same may be expressly set forth in this Agreement or any other agreement entered into between the Parties in connection herewith. This Agreement is entered into by the Buyer after full investigation of the Premises, and no reliance is made by the Buyer upon any statements or representations not made in this Agreement.

25. PROHIBITION AGAINST RECORDING:

This Agreement may not be recorded in the Records of Land Evidence of the municipality in which the Premises is located. IN THE EVENT OF ANY RECORDING OF THIS AGREEMENT, AT THE OPTION OF THE RECEIVER, THE BUYER WILL CONCLUSIVELY BE DEEMED IN DEFAULT HEREUNDER ENTITLING THE RECEIVER TO EXERCISE ALL RIGHTS AND REMEDIES HEREUNDER FOR BUYER'S DEFAULT. In addition, any third party may conclusively rely upon an affidavit executed and recorded by the Receiver in said Land Evidence records stating the Receiver has elected to hold the Buyer in default, as conclusively establishing that the Buyer has no further right, title, or interest under this agreement or to the Premises, all of which will be deemed released and conveyed to Receiver.

26. NO PERSONAL LIABILITY:

Notwithstanding anything herein to the contrary, the Receiver's execution of this Agreement is solely in his capacity as Receiver and shall not render the Receiver personally liable in any way whatsoever. Buyer expressly acknowledges that any potential liability of the Receiver shall be limited to the assets, if any, of the Receivership Estate.

WITNESS the signatures of the above parties on the date set forth below.

BUYER:

By: _____

Date

Witness to Above Signature

RECEIVER:

By: _____

John A. Dorsey, Esq., as and
only as the Receiver of 577 Broad
Street, Plat 1, Lot 134, and not
individually

Date

Witness to Above Signature