

**LIST OF ATTACHED EXHIBITS**

EXHIBIT A	--	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B	--	PERMITTED TITLE EXCEPTIONS
EXHIBIT C	--	FORM OF LEASE
EXHIBIT D	--	FORM OF CLOSING ESCROW INSTRUCTIONS
EXHIBIT E	--	DUE DILIGENCE MATERIALS
EXHIBIT F	--	FORM OF MEMORANDUM OF AGREEMENT

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**EXHIBIT A**  
**Legal Description**

[to come]

**Address and PINS**

\* \* \*

## **EXHIBIT B**

### **Permitted Title Exceptions**

1. General real estate taxes not due and payable.
2. Utility, drainage, water detention and sewer easements of record, if any, so long as such easements do not interfere with Purchaser's intended use of the Real Estate.
3. Existing building restrictions and zoning ordinances.
4. The Lease.
5. The Parking Easements.
6. Acts done or suffered by, or judgments against, Purchaser.
7. All matters approved or waived by Purchaser pursuant to the terms of the Agreement.

EXHIBIT C

FORM OF LEASE

**EXHIBIT D**

**Escrow Instructions**

\_\_\_\_\_ Title Insurance Company

( ) - \_\_\_\_\_ Fax: ( ) - \_\_\_\_\_

**Deed & Money Escrow Instructions**

Refer to: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

To: \_\_\_\_\_ Title Insurance Company, Escrowee

Escrow/Title Number: \_\_\_\_\_

Date: \_\_\_\_\_

**REFERENCE INFORMATION:**

Property to be insured: \_\_\_\_\_ Commitment No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

Property Address: \_\_\_\_\_  
Roanoke Rapids, North Carolina

These Deed and Money Escrow Instructions ("**Instructions**") are entered into pursuant to the terms of that certain Purchase and Sale Agreement dated \_\_\_\_\_, 2008 ("**Agreement**") between \_\_\_\_\_ ("**Seller**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Purchaser**").

**DEPOSITS:**

**SELLER'S DEPOSITS:** \_\_\_\_\_, attorney for Seller, hereby deposits the following:

1. The following deed, in recordable form, conveying to Purchaser the property described in Exhibit A attached hereto: \_\_\_\_\_.
2. Plat Act Affidavit, if required by \_\_\_\_\_ Title Insurance Company.
3. ALTA Statement.
4. Affidavit of Title.

5. Copy of Survey.
6. Bill of Sale.
7. FIRPTA Affidavit.
8. Gap Undertaking.
9. 1099 Solicitation Form.
10. Bulk Sales Release.
11. If Seller is a corporation or limited liability company, the following:
  - (a) Certified resolutions of the board of directors or managers or members, as the case may be,
  - (b) Certified copy of by-laws or operating agreement, as the case may be,
  - (c) Incumbency certificate relative to the authority of the parties signing documents on behalf of Purchaser, and
  - (d) a certificate of good standing or its equivalent from the appropriate government office in the state in which such Seller entity was formed evidencing the existence and good standing of the Seller; or
12. \_\_\_\_\_.
13. \_\_\_\_\_.

**PURCHASER'S DEPOSITS:**

Patricia S. Ullman, Schiff Hardin LLP, 6600 Sears Tower, Chicago, IL 60606, attorney for Purchaser, hereby deposits the following:

1. \$\_\_\_\_\_, representing the Balance of the Purchase Price, if any, by CERTIFIED, CASHIER'S CHECK(S) or WIRE TRANSFER plus an overdeposit for Purchaser's share of title and escrow fees.
2. ALTA Statement.
3. Gap Undertaking, if required by \_\_\_\_\_ Title Insurance Company.
4. If Purchaser is a corporation or limited liability company, the following:
  - (a) Certified resolutions of the board of directors or managers or members, as the case may be,
  - (b) Certified copy of by-laws or operating agreement, as the case may be,



- (c) Incumbency certificate relative to the authority of the parties signing documents on behalf of Purchaser, and
- (d) a certificate of good standing or its equivalent from the appropriate government office in the state in which such Purchaser entity was formed evidencing the existence and good standing of the Purchaser; or

5. \_\_\_\_\_.

**JOINT DEPOSITS:**

The parties jointly on behalf of Seller and Purchaser hereby deposit the following:

- 1. A Closing Statement prepared initially by Seller and approved on behalf of Seller and Purchaser.
- 2. Fully executed Lease approved on behalf of Seller and Purchaser.
- 3. Executed State of North Carolina and Halifax County transfer tax declarations.

**RECORDATION/TITLE REQUIREMENTS:**

When all deposits are received, and when \_\_\_\_\_ Title Insurance Company is prepared to issue its regular form of Owner's Title Insurance Policy, subject to the usual terms, exclusions, conditions and stipulations contained therein, with extended coverage over general exceptions 1, 2, 3, 4, and 5, for \$ \_\_\_\_\_ (Purchase Price) insuring the title of the grantee(s) named in the Trustee's Deed and subject to the following:

- 1. Permitted Title Exceptions shown on Exhibit B attached hereto.
- 2. [Reserved]]

**DISBURSEMENT/DELIVERY INSTRUCTIONS:**

And when \_\_\_\_\_ Title Insurance Company is able to comply with the terms and provisions of the money lender's instructions, if any, you are then authorized and directed to proceed as follows:

- 1. Pay Seller's title and escrow charges from funds due Seller.
- 2. Deduct and pay Purchaser's title and escrow charges (including municipal transfer stamps, if any) as provided herein from the overdeposit made by Purchaser in accordance with the Closing Statement. Make any additional disbursements from such overdeposit as advised in writing by Purchaser's attorney. If additional funds are necessary for payment of such charges, Purchaser will deposit such additional funds. Refund any remaining balance of any overdeposit to or as directed by Purchaser.
- 3. Deliver the Owner's Title Policy to Purchaser's attorney.

4. Record the Deed and when returned by the Recorder, deliver the recorded Deed to Purchaser's attorney.
5. Deliver Seller's deposit Items Nos. 4 and 5 to Purchaser's attorney.
6. Deliver one fully executed Closing Statement to each of Purchaser's attorney and Seller's attorney.
7. Deliver \_\_\_\_\_ to \_\_\_\_\_.

**BILLING INSTRUCTIONS:**

Bill Seller for \$\_\_\_\_\_ Owner's Title Policy including endorsements for extended coverage; cost of recording release deeds, if any; cost of release fees as to existing mortgages trust deed(s), if any; cost of recording documents to clear Seller's title, if any; and for one-half escrow fee; and for:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bill Purchaser for increased insurance in excess of the amount of the Owner's Title Policy; cost of recording the Deed to purchaser, and for one-half escrow fee; and for:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the event the Escrowee is directed to pay all title and escrow charges, and for any reason is unable to pay all or any part of those charges at closing, then the party designated to make the payment shall be liable therefor, and said payment shall be made within 30 days of Closing.

An annual maintenance fee, as determined by the then current rate schedule, will commence \_\_\_\_\_, 2007.

**NON-COMPLIANCE PROVISIONS:** (applicable only if checked)

\_\_\_\_ In the event all escrow deposits ("deposits") have not been received herein on or before \_\_\_\_\_, 20\_\_\_\_, Escrowee is hereby directed to continue to comply with these Instructions until Escrowee has received a written demand from any party hereto for return of deposits made by said party. Upon receipt of such demand, and without notice to any other party(ies), Escrowee is hereby directed to return all deposits to the respective depositors thereof.

Bill cancellation fee equally to Seller and Purchaser.



X In the event all escrow deposits ("deposits") have not been received herein on or before **[Insert Date that is the scheduled Closing Date under the Agreement]**, Escrowee is hereby directed to continue to comply with these Instructions until Escrowee is in receipt of a written demand from any complying party hereto for the return of its deposits. Upon receipt of such demand, Escrowee is to notify the non-complying party(ies) hereto, by certified mail, return receipt requested, at the address(es) shown herein, of said demand. If said deposits are not received herein on or before five (5) business days after the date of Escrowee's notice, then upon the receipt of a further written demand of the complying party, and without further written notice to any other party(ies), to return all deposits to the respective depositors thereof.

Bill cancellation fee to Purchaser.

### **STANDARD PROVISIONS**

#### **INVESTMENT:**

Deposits made pursuant to these Instructions may be invested on behalf of any party or parties hereto; provided, that any direction to Escrowee for such investment shall be expressed in writing and contain the consent of all other parties to this escrow, and also provided that you are in receipt of the taxpayer's identification number and investment forms as required. Escrowee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the Escrowee is requested to invest deposits hereunder, Escrowee is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these Instructions.

#### **COMMINGLING:**

Except as to deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto agree that Escrowee shall be under no duty to invest or reinvest any cash at any time held by it hereunder. Escrowee shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other escrow funds and all income, if any, derived from any use which Escrowee may make of any deposits hereunder shall belong to Escrowee.

#### **BUSINESS DAY:**

Whenever under the terms and provisions of these Instructions the time for performance of a condition falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day.

#### **DEPOSITS AFTER TIME:**

Except as otherwise provided in the Non-Compliance Provisions of these Instructions, Escrowee shall continue to comply with the Instructions contained herein following the expiration of a time limit for making a deposit required pursuant hereto (or for complying with any other condition

hereof) until such time as a demand, or further demand as the case may be, is received for the return of deposits. The deposit may be made and accepted (or such other condition may be satisfied) at any time prior to the receipt of such demand, or further demand, and the non-compliance will be cured by the receipt of such deposit (or the satisfaction of such other condition as the case may be).

**NON PERFORMANCE:**

Unless these Instructions contain provisions to the contrary, the Escrowee will not accept a demand from a party if said party has not fully performed as required under these Instructions.

**REAL ESTATE SALE CONTRACT:**

The parties have heretofore entered into the Agreement pertaining to the transaction to be consummated by these Instructions. These Instructions shall not supersede the terms and provisions contained in the Agreement and in the event of a conflict, the terms and provisions contained in the Agreement shall prevail. It is agreed by the parties hereto that \_\_\_\_\_ Title Insurance Company is not to be considered a party to the Agreement; the Agreement is not to be construed as a part of these Instructions. It is agreed, however, by the parties hereto that the Escrowee shall be governed solely by the terms and provisions contained in these Instructions.

**WRITTEN NOTICE:**

All notices and demands required or permitted to be made hereto shall be made to the Escrowee in writing. All notices required to be served by the Escrowee pursuant to these Instructions shall be in writing and mailed to the attorneys for the respective parties hereto at the addresses shown herein.

**AMENDMENTS OR SUPPLEMENTAL INSTRUCTIONS:**

These Instructions may be amended from time to time by less than all parties hereto by written amendment deposited with you, provided that such amendment shall apply to and affect only the parties signing the amendment and Escrowee shall proceed to comply with the terms of these Instructions as unamended with respect to all other parties. All amendments or supplemental instructions, properly executed, shall be considered the same as the Instructions.

**EXECUTION:**

These instructions are governed by and are to be construed under the laws of the State of North Carolina. The instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

**JOINT DEPOSITS:**

Any of the joint deposits which require the signature of the other party shall be deemed to have properly deposited by said party notwithstanding that the document does not contain the other party's signature.



**FOR SELLER:**

**FOR PURCHASER:**

**Accepted:**

\_\_\_\_\_**Title Insurance Company,**  
Escrowee:

By: \_\_\_\_\_  
National Commercial Services

Date: \_\_\_\_\_

**EXHIBIT E**

**Due Diligence Materials**

1. Title Commitment;
2. Survey; and
3. Copies of any Environmental Site Assessment Reports in Seller's possession concerning the Real Estate or any lots in Carolina Crossroads Music & Entertainment District.



**EXHIBIT F**

**Form of Memorandum of Agreement**

[to come]

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