REAL ESTATE SALE AGREEMENT

THIS AGREEMENT made this 19th day of July, 2016, by and between:

ALTOMARE 22 UNION LLC, a New Jersey limited liability company, with principal place of business situate at 2135-2155 Route 22 West, Union, New Jersey 07083 (hereinafter referred to as "SELLER");

AND

CARMINE DEMAIO, C/O Schiller & Pittenger, P.C., 1771 Front Street, Scotch Plains, New Jersey 07076 (hereinafter referred to as "PURCHASER")

W I T N E S S E T H:

WHEREAS, SELLER is the owner of certain land and improvements located at 2135-2155 Route 22 West, Union (Union County), New Jersey, which is designated as Lots 7 and 9.01 in Block 4003 on the Tax Map of the Township of Union, New Jersey, as the same is more particularly described and depicted on **EXHIBIT "A"**, attached hereto and made a part hereof (the "Premises"); and

WHEREAS, SELLER desires to sell the Premises to PURCHASER, and PURCHASER desires to acquire and purchase same from SELLER; and

WHEREAS, the parties desire to memorialize herein their understandings with respect to said transaction;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements stated in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

1. CONVEYANCE.

(a) SELLER agrees to sell, transfer and convey all of its right, title and interest in and to the Premises to PURCHASER free and clear of all liens, security interests, mortgages and encumbrances, and PURCHASER agrees to purchase and acquire same from SELLER, upon the terms and conditions hereinafter set forth. Said conveyance shall be effected at closing by SELLER's execution and delivery to PURCHASER of the following documents:

i) Bargain and Sale Deed (with Covenants Against Grantor's Acts) ("Deed");

ii) Affidavit of Title;

iii) Such other documents as reasonably required by PURCHASER's title company, and/or PURCHASER's lending institution.

(b) Upon closing of title, possession of the Premises shall be given to PURCHASER free and clear of all leaseholds, tenancies and occupancies.

2. PURCHASE PRICE.

(a) The purchase price for the Premises shall be the total sum of SEVEN MILLION NINE HUDRED THOUSAND AND 00/100 ($7,900,000.00) DOLLARS (subject to adjustments as herein provided) which shall be paid and satisfied as follows:

(i) The deposit sum of ONE HUNDRED THOUSAND ($100,000.00) DOLLARS (the "Deposit") paid by PURCHASER concurrently herewith, receipt of which is hereby acknowledged, and held in escrow by the law firm of Schiller & Pittenger, P.C., as escrow agent ("Escrow Agent"), to be returned to PURCHASER at Closing, or returned to PURCHASER in the event the contingencies hereinafter provided are not satisfied without the fault, neglect or omission(s) of PURCHASER, or this Agreement is terminated in accordance with its terms.

(ii) Approval of a Purchase Money Loan (as defined herein) from a lending institution in the amount of SIX MILLION FIVE HUNDRED THOUSAND DOLLARDS ($6,600,000.00).

(iii) The balance by way of execution of that certain the Promissory Note, the form of which is attached hereto as **EXHIBIT "B-1"**, in the amount of One Million and Three Hundred Thousand Dollars ($1,300,000.00).

(b) The Deposit shall be held in a non-interest bearing account.

(c) The parties agree to execute the Escrow Agreement attached hereto as **EXHIBIT "B-2"**.

(d) In the event PURCHASER fails to close the transaction contemplated hereby in accordance with the terms hereof, the parties agree that SELLER shall be entitled to the Deposit as SELLER's sole and exclusive remedy therefor and that SELLER will not be entitled to any other further amounts hereunder, including, without limitation, a claim for special, consequential or any other damages against any person or entity. The Deposit shall be considered as liquidated damages and as a consideration for reimbursement for any and all expenses incurred in connection with the transaction contemplated herein for any failure of such

transaction to close. In such event, SELLER shall be entitled to the Deposit and Escrowee shall release same to SELLER but only after providing PURCHASER with three (3) business days written notice and opportunity to object. Upon payment and delivery of the liquidated damages amount in accordance with the foregoing, this transaction shall be terminated and neither SELLER nor PURCHASER shall have any further liability hereunder.

3. FINANCING CONTINGENCY.

Purchaser's obligations under this Agreement are contingent upon Purchaser obtaining a commitment, with commercially reasonable terms, agreeing to provide financing as set forth in this paragraph, provided that any conditions in such commitment must be capable of being fulfilled by Purchaser within a reasonable period of time and at a reasonable expense. Purchaser agrees to make a good faith effort to obtain a loan upon the terms contained herein. Purchaser shall have forty-five (45) days from the date of this Agreement, to obtain a written commitment from a lender for the loan or to agree to purchase the Premises without such a loan. The forty-five (45) day time period shall be referred to as the "Financing Contingency Period." The forty-fifth (45th) day following the date of this Agreement shall be the "Financing Contingency Termination Date." The loan referred to herein shall be in an amount not less than Six Million and Six Hundred Thousand Dollars ($6,600,000.00) and shall be at a prevailing rate of interest with prevailing points, if any, all to be paid by Purchaser (the "Purchase Money Loan"). Purchaser may accept a commitment on less favorable terms or agree to purchase the Premises without this loan. Seller shall cooperate with Purchaser in obtaining a Purchase Money Loan, and promptly furnish Purchaser with any documents or information Purchaser's lender may reasonably request, including copies of its tax returns (Schedule C if it is a sole proprietorship) for the past three years, financial statements, financial projections, and/or a year-to-date financial statement for the current period. If required by Purchaser's lender, Seller shall promptly execute and deliver to Purchaser IRS form 4506-T, Request for Transcript of Tax Return, to verify the tax return information provided. If Purchaser has not obtained a written loan commitment prior to the Contingency Termination Date, then Purchaser may terminate this Agreement by serving written notice of termination upon Seller on or before the Contingency Termination Date. Unless Seller agrees to an extension of the Financing Contingency Termination Date, Seller may terminate this Agreement by serving written notice of termination upon Purchaser at any time after the Financing Contingency Termination Date. In the event Purchaser or Seller elects to terminate this Agreement under the terms of this Section, the Escrowee shall promptly return the Deposit paid hereunder and under the Asset Purchase Agreement (together with accrued interest thereon) to Purchaser, and this Agreement and the Asset Purchase Agreement shall be deemed null, void, and of no further effect.

4. CONDITION OF PREMISIES.

The Premises is being sold "as is." The SELLER does not make any claims or promises about the condition or value of the Premises and property included in this sale other than as provided herein. The PURCHASER shall have the right to inspect the Premises subject to the terms and conditions of the APA as defined in Section 14 herein and relies on this inspection and any rights which may be provided for elsewhere in this Agreement. The SELLER

agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear until the Closing.

5. DUE DILIGENCE INSPECTIONS.

(a) Unless otherwise modified by the APA, PURCHASER shall have a period of forty-five (45) calendar days from the date of this Agreement (the "Due Diligence Period") during which to conduct a due diligence investigation of the Premises, including, but not limited to title, survey, environmental, asbestos, and development issues and such other matters as PURCHASER shall require, in its sole and absolute discretion. The Purchaser shall be entitled to extend the due diligence period for fifteen (15) days upon notice to Seller. The PURCHASER may terminate this Agreement by written notice to SELLER prior to the end of the Due Diligence Period. The SELLER shall fully cooperate with the PURCHASER'S investigations, and shall permit access to the Premises by the PURCHASER and its agent. The cost of said investigations shall be borne solely by the PURCHASER.

(b) SELLER shall within ten (10) days of the Effective Date, provide to PURCHASER, to the extent in the possession, custody, or control of the SELLER copies of any and all surveys, environmental studies, investigations and reports, title information, and such other information as a reasonably prudent seller would deem relevant to the Premises.

(c) Prior to entry onto the Premises by PURCHASER or its agents, PURCHASER or its agents, as applicable, shall provide to SELLER a certificate of liability insurance, naming SELLER as certificate holder, in an amount not less than $1,000,000.00. It shall be the responsibility of PURCHASER to restore the Premises to its condition prior to entry onto the Premises. Notwithstanding, there shall be no obligation on PURCHASER to remediate any conditions exposed by virtue of its inspections. PURCHASER shall indemnify, defend by counsel reasonably determined by SELLER, and hold SELLER harmless from and against any and all costs, expenses, claims, demands or liens, (including, without limitation, mechanics' liens) including reasonable attorneys' fees, arising from or relating to PURCHASER or to PURCHASER's representatives testing or investigation of the Premises, Without limiting the scope or generality of the foregoing indemnity, PURCHASER shall not permit any mechanics', materialman's, or other lien against all or any part of the Premises to exist as the result of any activity by PURCHASER or PURCHASER's representatives undertaken in connection with the Premises.

(d) If this Agreement is terminated pursuant to this Section 4, PURCHASER shall immediately return to SELLER any materials SELLER provided to PURCHASER. At the written request of SELLER, and upon reimbursement by SELLER to PURCHASER for the cost thereof, PURCHASER shall provide to SELLER any and all reports and test results obtained by PURCHASER with respect to the Premises. SELLER shall have no obligation to request the reports and test results.

(e) Information obtained by the PURCHASER during the Due Diligence Period, as may be extended, and the pendency of this Agreement, shall not be disclosed to third

parties other than professionals retained by PURCHASER relating to the transactions arising from this Agreement, unless otherwise required by and in accordance with law. The restriction in this provision shall not survive Closing.

6. **TITLE.**

(a) State of Title. Title to the Premises shall be marketable subject only to utility easements, covenants, and restrictions of record, none of which are presently violated nor do the same render title unmarketable. Marketable title is defined as title which shall be insurable with the above and all standard exceptions at regular rates by a title insurance company which is authorized to transact business in the State of New Jersey.

(b) Objections to Title. Within twenty (20) days of the Effective DATE, PURCHASER shall obtain a title binder ("Title Report") for an Owner's Policy of Title Insurance for the Premises with _____ (the "Title Company"). If, upon examination of the Title Report, PURCHASER objects to any of the matters disclosed in the Title Report, PURCHASER shall give notice in writing to SELLER within fifteen (15) days or receiving the Title Report ("PURCHASER's Title Notice"). PURCHASER's failure to timely deliver PURCHAER's Title Notice shall be deemed to be PURCHASER's approval of all of the exceptions identified in the Title Report. PURCHASER shall accept title to the Premises subject only to those exceptions of which PURCHASER does not disapprove, which exceptions are referred to as the "Permitted Exceptions." If PURCHASER disapproves of any exceptions ("PURCHASER's Disapproved Exceptions") as set forth in PURCHASER's Title Notice, SELLER shall have fifteen (15) days after receiving PURCHASER's Title Notice to either: (a) remove PURCHASER's Disapproved Exceptions; or (b) provide PURCHASER with assurances that such PURCHASER's Disapproved Exceptions shall be removed. If SELLER does neither (a) nor (b) above within such fifteen (15) day period, then PURCHASER may terminate this Agreement by providing written notice to SELLER ("PURCHASER's Title Termination Notice") within three (3) days after the end of such fifteen (15) day period. If PURCHASER does not provide PURCHASER's Title Termination Notice within the applicable time period, then PURCHASER's Disapproved Exceptions shall be deemed waived by PURCHASER and shall be considered as part of the Permitted Exceptions.

(c) Assessments If at the time prior to the delivery of the Deed, the Premises, in whole or in part, shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then due or has been paid, then for the purposes of this Agreement all unpaid installments of each assessment shall be paid and discharged by SELLER at or before closing of title. Unconfirmed improvements or assessments, if any, shall be paid, or shall be allowed by the SELLER on account of the purchase price if the improvement or work has been completed on or before the date of this Agreement.

7 **ADJUSTMENTS, PRORATIONS.**

(a) At closing, all real estate taxes, assessments, water, sewer, utilities, and all

other customary adjustments shall be adjusted and/or apportioned.

(b) SELLER shall allow PURCHASER a credit against the purchase price for the full amount of the realty transfer fee, which PURCHASER shall pay on behalf of SELLER when the Deed is recorded.

8 **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** SELLER represents to the PURCHASER the following, which representations are true to SELLER'S actual knowledge as of the date hereof and shall also be true to SELLER'S actual knowledge as of the date of Closing but which shall not survive closing hereunder unless otherwise specifically stated:

(a) SELLER has the right, power and authority to enter into this Agreement and to cause the Premises to be sold in accordance with the terms and conditions hereof and the persons executing this Agreement on behalf of SELLER are duly authorized and empowered to act for and to bind SELLER.

(b) The execution and delivery of this Agreement by SELLER does not and shall not contravene any contract to which SELLER is a party or by which it or the Premises is bound, other than SELLER'S Funding and Site Control Agreement dated March 23, 2010 with Volkswagen Group of America, Inc. ("Funding Agreement").

(c) Reference is hereby made to *In re: Altomare Auto Group, LLC* (Docket No.: 2:16-CV-BK-22376). SELLER is not a party to, nor does SELLER know of, any other current or pending litigation, arbitration or administrative proceeding with someone who claims an interest in the Premises, or which questions SELLER's title to the Premises or SELLER's ability to perform its obligations under this Agreement.

(d) To the best of SELLER's knowledge, there are no pending or contemplated condemnation proceeding affecting the Premises or any part thereof.

(e) No person, firm, or entity has any rights in or right to acquire the Premises or any part thereof.

(f) SELLER is lawfully registered to do business in the State of New Jersey.

(g) That, to the best of SELLER's knowledge, SELLER is currently operating the Premises within the limits set forth in all applicable federal, state, county or local environmental permits, licenses, or authorizations; that SELLER, its agents, employees and tenants, have complied and shall continue to comply with all applicable laws, ordinances, rules, requirements and regulations of federal, state, county, and local governments and all agencies or other governmental entities thereof, which affect the Premises or its use, and to which the SELLER may be subject; and that SELLER has no knowledge of any claims filed against, or notices received by SELLER alleging a violation of any such laws, ordinances, rules, requirements or regulations.

(h) That all utilities and other required services, such as water, gas and electric are available to the Premises, and are in working order.

(i) That SELLER shall not further encumber the Premises from and after the date hereof without the consent of the PURCHASER, which consent shall not be unreasonably withheld or unduly delayed.

(j) That, to the best of SELLER's knowledge, all systems, including, without limitation, electrical, plumbing, HVAC and septic, are in working order, and the roof and structure are sound and free of leaks.

(k) (1) That, to the best of SELLER's knowledge, it has not received any notice of any uncured environmental violations regarding the Premises; that SELLER is currently operating within the limits set forth in all applicable federal, state, county or local environmental permits, licenses, or authorizations, regardless of whether such permits, licenses, or authorizations are current, expired, or about to expire; that SELLER, its agents, employees and tenants have complied and shall continue to comply with all applicable laws, ordinances, rules, requirements and regulations of federal, state, county, and local governments and all agencies or other governmental entities thereof, including, without limitation, environmental, health, and safety, which affect the business operations at the Premises or its use thereof, and to which SELLER may be subject; and that SELLER has no knowledge of any claims which have been filed against, or notices received by the SELLER, alleging a violation of any such environmental permits, licenses, or authorizations, or of any such laws, ordinances, rules, requirements or regulations; and

(2) That there are no underground storage tanks (USTs) at the Premises, except for that certain oil water separator in the service department of the Premises, and that any removal or abandonment of any other such USTs which may have been at the Premises was completed in a manner consistent with all relevant environmental and related laws and regulations, and that all documentation pertaining to said removal has been delivered to PURCHASER prior to or concurrently with the execution herewith.

(l) That a valid Certificate of Occupancy has been issued for the Premises by the Township of Union, New Jersey (the "Township") authorizing the use of the Premises as a new and used motor vehicle dealership and all uses incidental thereto. SELLER has neither knowledge nor notice of any uncured zoning, fire, building, or safety code violations as to the date of this Agreement and warrants that such warranty will be true and correct at closing or any interim notification cured prior to date of closing.

(m) That the Premises are zoned for new and used motor vehicle dealership for the sale and service of motor vehicles, and incidental, related, and ancillary uses in connection therewith.

(n) That there are no tenancies at the Premises other than Altomare Auto Group LLC t/a Union Volkswagen, which tenancy shall terminate upon closing of title hereunder.

(o) SELLER has no knowledge that any portion of the highways and streets that abut and/or are adjacent to the Premises are to be altered (e.g., taken by eminent domain or widened), the result of which would materially change the size of the Premises, the location of the utilities on or about the Premises, or the location of the entrances/exits to the Premises, minor road widening excepted.

9 **PURCHASER'S WARRANTIES AND REPRESENTATIONS.**
PURCHASER represents to the SELLER the following, which representations are true to the best of PURCHASER'S knowledge as of the date hereof and shall also be true to the best of PURCHASER'S knowledge as of the date of Closing but which shall not survive closing hereunder unless otherwise specifically stated:

(a) PURCHASER is or shall be at the time of closing a company duly organized, validly existing, and in good standing under the laws of the State of New Jersey and shall obtain all necessary governmental authorization to operate in Union County, New Jersey.

(b) The execution, delivery and performance of this Agreement by the PURCHASER and the execution, delivery and performance of all of the other agreements to be executed, delivered and performed in accordance with the provisions hereof have been duly, validly and sufficiently authorized by any company action of PURCHASER requisite thereto and the PURCHASER has, and on the closing date, will have, full and unlimited right, power, and authority to perform all of its obligations and undertakings hereunder, and this Agreement, when executed and delivered, will be enforceable in accordance with its terms. The execution and performance of this Agreement does not and will not violate the terms of, constitute a default under, or be an event which with the giving of notice or the passage of time, or both, could constitute a default under any agreement, contract, note, mortgage, security agreement, indenture, bond, judgment, order, decree or other document or instrument to which PURCHASER is a part or by which it or its assets are bound.

(c) That there is no material litigation, judgments or insolvency proceedings threatened or pending against PURCHASER which would impair PURCHASER's right to purchase the subject assets.

(d) PURCHASER has the financial ability to complete the transaction contemplated herein and to pay all costs and expenses necessary to close title with the SELLER pursuant to the terms of this Agreement.

10. **BULK SALES OBLIGATIONS.**

(a) This transaction is subject to P.L 2007, Chapter 100 ("the Bulk Transfer Act") administered by the New Jersey Division of Taxation (the "Division"). Immediately upon the execution of this Agreement, SELLER shall provide to PURCHASER's attorney the Division's "Notification of Sale, Transfer, or Assignment in Bulk" (form C-9600) with all SELLER's information inserted. PURCHASER's attorney shall complete the balance of the form and submit the completed form to the Division in accordance with the Bulk Transfer Act.

(b) At closing the PURCHASER's attorney shall withhold from the cash or wire transfer proceeds otherwise payable to the SELLER such amount as the Division shall require PURCHASER's attorney to hold in escrow. In the event that the required escrow shall exceed the amount otherwise payable to SELLER, SELLER shall provide such money to PURCHASER's attorney in good and immediately available funds. PURCHASER's attorney shall hold and disburse the escrowed funds as directed by the Division and shall not release any part of the escrow to the SELLER until he has received a letter from the Division expressly permitting such release.

(c) If for any reason the Division shall assert that PURCHASER is liable for any part of SELLER's tax obligation, SELLER shall reimburse PURCHASER for same immediately upon demand.

(d) PURCHASER's attorney, as escrow agent under this section, shall be entitled to all the rights, benefits and protections of the Escrow Agent, but this provision shall not be construed as requiring PURCHASER's attorney to give prior notice to or obtain the consent of, any party before transmitting to the Division any amount demanded by the Division or permitting either or both parties to interpose any objection to such conduct.

(e) The provisions of this Section 9 shall survive Closing.

11. **RISK OF LOSS.**

The risk of loss and/or damage to the Premises is the responsibility of SELLER. If and in the event the Premises is damaged or destroyed prior to closing, to the extent that the Premises can no longer accommodate PURCHASER's operational plans, in PURCHASER's reasonable discretion, PURCHASER may elect to:

(a) terminate the within Agreement; or

(b) proceed to closing, provided it receives an assignment of the insurance proceeds and the exclusive rights to adjust the loss with SELLER's insurer.

12. **CONDEMNATION.** SELLER represents that it has neither knowledge nor notice of any condemnation or eminent domain proceeding, either existing or contemplated,

against the Premises. If, prior to closing, SELLER learns or receives notice of any condemnation proceeding, or if a Declaration of Taking is filed, or if any other action is filed in furtherance of a condemnation or eminent domain proceeding, (other than for minor road widening of Route 1 North, such that same does not materially impact PURCHASER's development plan) then and in such event, PURCHASER shall either (a) accept an assignment of the condemnation rights and proceeds and shall close title without a reduction of the purchase price; or (b) terminate this Agreement, and receive a return of the deposit monies paid hereunder and thereunder, whereupon this Agreement shall be null, void, and of no further effect.

13. **DEFAULT.**

(a) In the event PURCHASER fails to close the transaction contemplated hereby in accordance with the terms hereof, the parties agree that SELLER shall be entitled to the Deposit as its sole and exclusive remedy therefore and that SELLER will not be entitled to any other further amounts hereunder, including, without limitation, a claim for special, consequential or any other damages against any person or entity. The Deposit shall be considered as liquidated damages and as a consideration for reimbursement for any and all expenses incurred in connection with the transaction contemplated herein and for any failure of such transaction to close. Upon payment and delivery of the liquidated damages amount in accordance with the foregoing and the return of the balance of the Deposit along with any interest thereon to PURCHASER, this transaction shall be terminated.

(b) In the Event SELLER fails to perform under this Agreement when obligated to do so, and such failure continues for a period of ten (10) business days after written notice from PURCHASER, PURCHASER may either: (a) enforce specific performance hereof, but only if the failure by SELLER is a failure to convey the Premises to PURCHASER at the Closing when obligated to do so; or (b) terminate this Agreement and receive the Deposit. In the event of such termination, PURCHASER and SELLER shall be relieved of all obligations and liabilities under this Agreement (unless expressly stated otherwise). If PURCHASER elects subsection (a), then the parties shall continue this Agreement pending PURCHASER's action, shall not accept return of the Deposit, and shall place the full amount of the Purchase Price into escrow with the Escrow Agent or provide other satisfactory assurance to SELLER that PURCHASER is ready, willing, and able to close.

14. **ASSET PURCHASE AGREEMENT.** As an express and prime inducement for the parties to enter into the within Agreement, a separate agreement shall be entered into by and between Altomare Auto Group LLC t/a Union Volkswagen ("AAG") (as Seller) and Carmine DeMaio (as Buyer), for the sale of the assets utilized by AAG in the operation of the dealership business (the "APA"), executed concurrently herewith by the parties hereto. In the absence of the execution of this Agreement and the APA and their continuing effect, this Agreement shall be deemed null, void and of not further effect, it being understood and agreed that the closing of title hereunder is contingent upon closing of title under this Agreement and the APA. In furtherance of the foregoing, it is expressly understood and agreed that the termination of this Agreement in accordance with its terms shall entitle any of the contracting parties under the APA

to terminate both of the Agreements. In addition, closing of title under both of the Agreements shall occur simultaneously.

15. **CLOSING** Closing of title shall take place at the Premises, or alternatively at the law offices of Schiller & Pittenger, P.C. ('Closing"). Closing shall take place simultaneous to the closing under the Asset Purchase Agreement.

16. **COMMISSIONS**. The parties warrant and represent that neither have retained the services of a broker or salesperson in connection with the subject Premises and there is no brokerage commission due in connection with this transaction. SELLER and PURCHASER agree to indemnify and hold harmless each other against and from any and all claims for any brokerage commissions and all costs, expenses, and liabilities in connection therewith, including, without limitation, attorneys' fees and expenses, arising out of any conversations, negotiations or agreements by and between SELLER or PURCHASER with any broker.

17. **INDEPENDENT COUNSEL/DRAFTING.**

(a) Representation. This Agreement has been prepared by Schiller & Pittenger, P.C., at the request of PURCHASER. SELLER has retained the services of Russell McRory, Esq. of Arent Fox LLP, in connection herewith.

(b) Drafting. The parties have collectively drafted this Agreement and there shall be no presumptions drawn based upon draftsmanship in interpretation of this Agreement.

18. **NOTICES.** Any notice, communication, request, reply or advice or other notice pertaining to this Agreement to be given, made or accepted by either party to the other must be in writing and shall be given or be served only by dispatching the same by Federal Express or any other established overnight courier delivery service) and such notice so dispatched shall become effective on the date of receipt, or by United States Certified Mail and addressed to the party to be notified, with return receipt requested, and receipted by the postal authority, and such notice so dispatched shall be effective five (5) days after the date it is dispatched. For purposes thereof, the addresses of the parties hereto are as follows:

If to SELLER:
Russell McRory, Esq.
Arent Fox LLP
1675 Broadway
New York, New York 10019

If to PURCHASER
Theodore E. Schiller, Esq.
Schiller & Pittenger, P.C.
1771 Front Street
Scotch Plains, New Jersey 07076

19. **ATTORNEYS' FEES.** Each party shall bear its own attorney fees, costs and expenses related to the negotiation of this Agreement. If either party is a prevailing party in any legal proceeding brought pursuant to the terms of this Agreement, that party is entitled to recover from the non-prevailing party all costs of such proceedings and reasonable attorneys' fees.

20. **MANSION TAX.** PURCHASER shall be responsible for payment of any Mansion Tax at Closing associated with the purchase of real estate set forth in this Agreement.

21. **REALTY TRANSFER FEES.** Pursuant to N.J.S.A. 46:15-5 et seq., SELLER shall be responsible for the payment of Realty Transfer Fees at Closing associated with the sale of real estate set forth in this Agreement.

22. **FUNDING AND SITE CONTROL AGREEMENT**. SELLER is a party to the Funding Agreement, as described in section 7(b) hereof. The parties hereto agree that PURCHASER shall have, in PURCHASER'S sole and absolute discretion, the right to terminate the Asset Agreement should Volkswagen exercise its Purchase Option as described in the Funding Agreement, in which case, SELLER shall reimburse PURCHASER for costs, expenses, fees and attorney fees incurred by PURCHASER with respect to the Asset Agreement and this Agreement.

23. **MISCELLANEOUS PROVISIONS**

(a) Termination: Upon a lawful termination of this Agreement, the Deposit, along with interest earned thereon, shall be returned to the PURCHASER within three (3) days, and thereafter, this Agreement shall be null, void and of no further effect.

(b) Survival: That all of the representations, warranties, covenants and statements of the parties contained in Sections 7 and 8 shall be true and correct and shall not have been breached on and as of the day of the closing date and the parties shall so certify in writing with respect thereto at closing, said representations, warranties and covenants to expressly survive closing for a period of one (1) year next succeeding the date of closing, with all lawsuits to be commenced within one (1) years and six (6) months next succeeding the date of closing and in accordance with the terms and conditions of the APA.

(c) Indemnification: SELLER shall indemnify, protect, defend, and hold harmless PURCHASER and PURCHASER's officers, directors, shareholders, employees, agents, attorneys and representatives and each such person (collectively the "PURCHASER's Indemnitees") from and against any and all claims, demands, expenses, obligations, liabilities and damages that PURCHASER or any of PURCHASER's Indemnitees may incur or suffer which arise out of or results from (1) a personal injury claim arising from an event that occurred prior to the Closing or (2) any property tax, tax audit or other claims of unpaid property taxes of the SELLER which claim is for a period during which SELLER is a fee owner of the Premises. PURCHASER shall indemnify, protect, defend, and hold harmless SELLER and SELLER's

officers, directors, shareholders, employees, agents, attorneys and representatives and each such person (collectively "SELLER's Indemnitees") from and against any and all claims, demands, expenses, obligations, liabilities and damages that SELLER or any of SELLER's Indemnitees may incur or suffer after the Closing which arises out of or results from (1) occupancy, ownership or use of the Premises after the Closing, or (2) any breach as described in Section 23(b) herein.

(d) Jurisdiction, Venue: This Agreement shall be construed in accordance with the laws of the State of New Jersey. Venue shall be with the Superior Court of New Jersey, Union County.

(d) Entire Agreement: This Agreement and all related documents executed concurrently herewith represent the complete understandings between the parties and supersede all previous negotiations or representations as to all matters whether described in said Agreements or not. This Agreement and all related documents executed concurrently herewith may be amended only by written instrument signed by both parties and making express reference to the respective document to be amended.

(e) Waivers: No requirement, obligation, remedy or provision of the Agreement shall be deemed to have been waived, unless so waived expressly in writing. The waiver of any such provision in one or more instances shall not be considered a waiver of the right to enforce such provision thereafter.

(f) Heirs and Assigns: All of the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their successors and assigns respectively.

(g) Counterparts: This Agreement may be executed in more than one counterpart, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement. Delivery of facsimile or electronically executed copies shall be deemed deliver of original instruments.

(h) Headings: The "headings" contained in this Agreement are for the purposes of expediency and are not intended to otherwise bind the parties or interpret the content of the paragraph language they precede.

(i) Gender: As used herein, the masculine shall include the feminine; the singular shall include the plural; the neuter shall include the masculine and feminine; and vice versa.

(j) Severability: If any of the provisions of this Agreement shall be held invalid by a court of competent jurisdiction, such adjudication shall not affect the validity and enforceability of the remaining portions of this Agreement.

(k) Effective Date: The Effective Date shall be that date at the heading of this Real Estate Sale Agreement.

(l) Section 363 Sale, Bidding Procedures, Transfer of Assets Post-Sale: Sections 12(i), 12(j) and 12(k) of the APA are incorporated by reference herein as though fully set forth in this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO REAL ESTATE SALE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and to be deemed effective and binding as of the Agreement date first stated above.

WITNESS:

SELLER:

ALTOMARE 22 UNION LLC

By: _____
Antonio Altomare, Manager

WITNESS:

PURCHASER:

By: _____
Carmine DeMaio

EXHIBIT "A"

DESCRIPTION OF PREMISES

Exhibit 04

PROMISSORY NOTE

$1,300,000.00

_____, New Jersey
_____, 2016

FOR VALUE RECEIVED, in connection with the closing of the transaction occurring on even date herewith in accordance with that certain Real Estate Sale Agreement between the parties hereto, dated _____, 2016, _____**, L.L.C.** (collectively, the "Obligor"), promises to pay pursuant to the terms of this Promissory Note (the "Note") to the order of _____, a New Jersey limited liability company (the "Obligee") the aggregate principal sum of **One Million and Three Hundred Thousand Dollars ($1,300,000.00)** (the "Principal") in lawful money of the United States of America, together with all unpaid accrued interest, fees and other charges and expenses (hereinafter referred to as the "Debt").

1. **Interest.** Interest on the unpaid Principal ("Interest") shall accrue from the date hereof at the rate of three percent (3%) (the "Interest Rate"). Interest shall be calculated for the actual number of days that principal is outstanding based on a year of 360 days.

2. **Repayment.**

(a) Term: This Note shall be repaid over a term of five (5) years (the "Term"), during which the Obligor shall make equal monthly payments of _____ Dollars ($_____). Said monthly payments shall commence on _____, 20___ (the "Commencement Date") and continue on the first day of each month thereafter during the balance of the Term hereof with a final payment being due and payable on _____, 20___ (the "Maturity Date"), which final payment shall consist of all unpaid Principal, any Interest which shall have accrued thereon, and any other amounts due and payable to Obligee in connection with this Note.

(a) Use of Vehicle: From the period commencing on the Commencement Date and for twelve months thereafter, and for each twelve-month period thereon until the Maturity Date, Obligor shall provide Obligee with one (1) new, never registered, current model year Volkswagen Touareg and one (1) new, never registered, current model year Volkswagen Passat. If Volkswagen ceases to offer the Volkswagen Touareg or Volkswagen Passat for sale to consumers in the State of New Jersey, then Obligor shall provide Obligee with new, never registered, current model year motor vehicle(s) of the same segment(s) and of comparable price(s) as the discontinued vehicle(s) for Obligee's use during the applicable twelve-month period. Obligee shall indemnify and hold Obligor harmless for any tortious acts or omissions resulting from Obligee's use of the motor vehicles.

3. **Prepayment.** The Obligor shall have the right at any time during the term hereof to prepay all or part of the principal balance then outstanding under this Note without payment of any premium or charges thereon.

4. **Late Charge.** In the event that any payment required to be made by the Obligor under this Note shall not be received by the Obligee within ten (10) days after the same shall become due and payable, then the Obligee may charge, and if so charged, the Obligor shall pay upon demand, a late charge equal to **five percent (5.0%)** of such delinquent payment for the purpose of defraying the expense incident to the handling of such delinquent payment. However, this provision shall not constitute consent or an agreement to extend the time for payment of any installment beyond the due date.

5. **Tender of Payment.** All payments on this Note shall be made in immediately available lawful funds of the United States at _____, _____, New Jersey _____, or at such other place as Obligee shall designate in writing from time to time and shall be credited as the funds become available lawful money of the United States. All sums payable to the Obligee which are due on a day other than a weekday shall be made on the next succeeding weekday.

6. **Time of Payment.** Payments hereunder shall be considered to have been made on the day of receipt by the Obligee. If a payment hereunder is due on a day which is not a weekday, such payment may be made on the next succeeding weekday.

7. **Representations and Warranties.** To induce the Obligee to extend the financial accommodations hereunder to the Obligor pursuant to this Note, the Obligor makes the following representations and warranties:

(i) The Obligor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Jersey.

(ii) The execution, delivery and performance of this Note have been duly authorized by all requisite limited liability company action. No approval or consent of any other person is required in connection with the execution, delivery, and performance by the Obligor of this Note.

(iii) This Note has been duly executed and this Note constitutes legal, valid and binding obligations of the Obligor, enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency and other laws and equitable principles affecting creditors' rights generally and the discretion of the courts in granting equitable remedies.

(iv) The execution and delivery by the Obligor of this Note will not constitute

(with or without the giving of notice or the lapse of time or both) a violation of, contravene, be in conflict with, result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both), or constitute a default under (a) any term or provision of the certificate of formation and operating agreement of the Obligor, (b) any contract or agreement to with the Obligor is subject or by which it is bound, or (c) subject to compliance with any applicable law.

(v) The Obligor has all requisite power and authority to enter into this Note and to perform all of its obligations hereunder.

8. **Use of Monies. THE OBLIGOR REPRESENTS AND WARRANTS THAT THE DEBT EVIDENCED BY THIS NOTE WAS OBTAINED SOLELY FOR THE PURPOSE OF CARRYING ON OR ACQUIRING A BUSINESS OR COMMERCIAL INVESTMENT AND NOT FOR RESIDENTIAL, CONSUMER OR HOUSEHOLD PURPOSES.**

9. **Fees and Expenses.** At all times throughout the term of this Note, the Obligor shall pay or reimburse the Obligee for all reasonable fees and out-of-pocket expenses actually earned or incurred by the Obligee with respect to the enforcement of the Obligor's obligations hereunder, including, but not limited to, the reasonable fees and expenses of the Obligee's attorneys. Any expenses so paid by the Obligee shall be deemed advances under this Note in the same manner as the Debt amount.

10. **Events of Default.** The occurrence of any of the following events and the passing of any applicable Notice and cure periods shall constitute an "Event of Default" under this Note (hereinafter referred to as an "Event of Default"):

(i) Any representation or warranty made by or on behalf of the Obligor and/or any guarantor pursuant to or in connection with this Note, shall prove to be false, incorrect or misleading in any material respect as of the date when made, which remains uncured after Notice and Obligor's reasonable opportunity to cure, which shall in no event be longer than thirty (30) days;

(ii) The Obligor shall have failed to make a payment of any installment of interest or principal on this Note, as the case may be, on its due date, or within ten (10) days thereof (without any Notice requirement from Obligee);

(iii) The Obligor and/or any guarantor shall have failed to duly observe or perform any covenant, condition or agreement with respect to the payment of monies (other than the installment payments, which are subject to subsection (ii), above) on the part of the Obligor and/or any guarantor to be observed or performed pursuant to the terms of this Note, other than the payment of interest and/or principal which shall be governed by subsection (ii) above, and

such default shall remain uncured for a period of thirty (30) days after receipt of Notice from Obligee or Obligor's failure to observe or perform such covenant, condition or agreement;

(iv) The Obligor and/or any guarantor shall have failed to duly observe or perform any other covenant, condition or agreement on the part of the Obligor and/or any guarantor to be observed or performed pursuant to the terms of this Note, other than the payment of principal, interest and other monies which shall be governed by subparagraphs (ii) and (iii) above, and such default shall remain uncured for a period of thirty (30) days after receipt of Notice from Obligee of Obligor's failure to observe or perform such covenant, condition or agreement;

(v) Any Default or Event of Default under the APA or any other Transaction Document (as defined herein), after any applicable notice and cure period set forth thereunder.

(vi) The Obligor and/or any guarantor shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of their respective assets; or shall generally be unable to pay their respective debts when due; or shall have admitted in writing the inability to pay their respective debts as they mature; or shall have made a general assignment for the benefit of their respective creditors; or shall have filed a petition or an answer seeking an arrangement with their respective creditors or shall have taken advantage of any insolvency law; or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding; or an order, judgment or decree shall have been entered, without the application, approval or consent of the Obligor and/or any guarantor by any court of competent jurisdiction appointing a custodian, receiver, trustee or liquidator of the Obligor and/or any guarantor or a substantial part of any of their respective assets, and such actions have not been set aside or reversed within ninety (90) days from their occurrence; or if any Order for Relief shall have been entered under the Federal Bankruptcy Code, and Obligor has exhausted its appeal rights with respect to such Order;

(vii) The sale of the assets of _____ LLC or the sale of the membership interests of _____ LCC such that the Obligor's principal, Carmine DeMaio, no longer own at least fifty-one (51%) of _____ LLC.

11. **Remedies.** Upon the occurrence of an Event of Default, and at any time thereafter during the continuance of such Event of Default beyond expiration of the applicable cure period, the Obligee may take one or more of the following remedial steps:

(i) Declare immediately due and payable the outstanding principal balance of this Note, together with all accrued and unpaid interest, fees and other sums or expenses payable hereunder and accordingly accelerate payment thereof notwithstanding contrary terms of payment stated therein, without presentment, demand or notice of any kind, all of which are expressly waived, notwithstanding anything to the contrary contained herein or elsewhere;

(ii) Take any action at law or in equity (a) to collect the payments then due and thereafter to become due under this Note or (b) to enforce performance and observance of any obligation, agreement or covenant of Obligor under this Note;

(iii) The Obligee shall have the right immediately, and without notice or other action (any such notice being expressly waived by the Obligor) to set-off any money owed by the Obligee in any capacity to the Obligor or any property of the Obligor in the possession of the Obligee against any of the monetary obligations of the Obligor to the Obligee under this Note or the APA, whether due or not, and the Obligee shall be deemed to have exercised such right of set-off and to have made a charge against any such money or property immediately upon the occurrence of such Event of Default, even though the actual book entries may be made at some time subsequent thereto. The right of set-off granted hereunder shall be effective irrespective of whether the Obligee shall have made demand under or in connection with this Note;

(iv) Exercise any and all rights and remedies provided for in the APA; and

(v) Exercise any and all rights and remedies provided for under the New Jersey Uniform Commercial Code (N.J.S.A. 12A:9-101 et seq.) or as otherwise available to Obligee at law or in equity.

12. **Notices.** All notices, demands and other communications (each, a "Notice") required or permitted hereunder shall be in writing and shall be (a) sent by registered or certified mail, First Class postage attached, or (b) sent by confirmed hand or overnight delivery to the addresses first set forth above, with additional copies to the parties' counsel (which copy shall not constitute notice) as follows:

To Obligor's Counsel:	THEODORE E. SCHILLER, ESQ. Schiller & Pittenger, P.C. 1771 Front Street Scotch Plains, New Jersey 07076
To Obligee's Counsel:	Russell McRory, Esq. Arent Fox LLP 1675 Broadway New York, NY 10019

In order to entitle the Obligee to exercise any remedy available to the Obligee under Paragraph 12 of this Note, it shall not be necessary for the Obligee to give any Notice, other than such Notice as may be required expressly in this Note or by applicable law.

13. **Failure to Exercise Rights.** Nothing herein contained shall impose upon the Obligee any obligation to enforce any terms, covenants or conditions contained in this Note. Failure of the Obligee, in any one or more instances, to insist upon strict performance by the Obligor or any terms, covenants or conditions of this Note or any document, agreement, instrument or certificate executed by the Obligor in connection with this Note, shall not be considered or taken as a waiver or relinquishment by the Obligee of its right to insist upon and to enforce in the future, by injunction or other appropriate legal or equitable remedy, strict compliance by the Obligor with all the terms, covenants and conditions of this Note and said other documents. The consent of the Obligee to any act or omission by the Obligor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Obligee's consent to be obtained in any future or other instance.

14. **Waiver of Jury Trial. THE OBLIGOR AND THE OBLIGEE HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY NOW OR HEREAFTER HAVE, POSSESS AND ENJOY UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR ANY STATE, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING EITHER DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING BETWEEN THE OBLIGOR AND THE OBLIGEE OR THEIR SUCCESSORS AND ASSIGNS, OUT OF OR IN ANY WAY CONNECTED WITH THIS NOTE AND THE OTHER TRANSACTION DOCUMENTS. IT IS INTENDED THAT SAID WAIVER OF JURY TRIAL SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, AND/OR COUNTERCLAIMS IN ANY ACTION OR PROCEEDING. THE OBLIGOR AND THE OBLIGEE RECOGNIZE THAT ANY DISPUTE ARISING IN CONNECTION WITH THE DEBT IS LIKELY TO BE COMPLEX AND CONSEQUENTLY THEY WISH TO STREAMLINE AND MINIMIZE THE COST OF THE DISPUTE RESOLUTION PROCESS BY AGREEING TO WAIVE THEIR RIGHTS TO A JURY TRIAL.**

15. **Successors and Assigns.** All of the terms, covenants, warranties and conditions contained in this Note shall be binding upon and inure to the sole and exclusive benefit of the Obligor and the Obligee and their respective successors and assigns.

16. **Modification in Writing.** This Note is the entire agreement between the Obligor and the Obligee, and supersedes all prior agreements whether written or oral, with respect to the subject matter hereof. This Note may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

17. **Usurious Interest Rate.** Anything herein contained to the contrary notwithstanding, the Obligor does not agree and shall not be obligated to pay interest hereunder at a rate which is in excess of the maximum rate permitted by law. If by the terms of this Note, the Obligor is at any time required to pay interest at a rate in excess of such maximum rate, the

rate of interest under this Note shall be deemed to be immediately reduced to such maximum legal rate and the portion of all prior interest payments in excess of such maximum rate shall be applied to and shall be deemed to have been payments in reduction of the outstanding principal balance. The Obligor agrees that in determining whether or not any interest payable under this Note exceeds the highest rate permitted by law, any non-principal payment, including, without limitation, late charges, shall be deemed to the extent permitted by law to be an expense, fee, or premium, rather than interest. The provisions of this Paragraph 18 shall survive the repayment of this Note.

18. **No Assignment.** The Obligor may not assign any of its right, title or interest in this Note without the Obligor's consent, which consent shall not be unreasonably withheld, nor may the Obligor delegate any of its obligations and duties under this Note. Any attempted assignment or delegation in contravention of the foregoing shall be null and void. The Obligee may not assign any of its right, title or interest in this Note without the Obligor's consent, which shall not be unreasonably withheld, conditioned or delayed.

19. **Conflicting Paragraphs.** In the event any paragraphs of this Note shall be determined to be apparently contrary to or conflicting with any other paragraph of this Note, then the paragraph containing the more specific provisions shall control and govern with respect to such apparent conflict.

20. **New Jersey Law Governs.** This Note and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey. Any action arising therefrom shall be instituted and maintained in the Superior Court, State of New Jersey, Union County.

21. **Waiver.** The Obligor and all other parties who at any time may be liable herein in any capacity, jointly and severally, waive presentment, demand for payment, protest and notice of dishonor of this Note, and authorize the Obligee without notice, but only with the consent of the Obligor, to grant extensions in the time of payment of and reduction or increase in the rate of interest on any moneys owing on this Note.

22. **Incorporation of Other Transaction Documents by Reference.** The Obligor agrees with the Obligee that the Obligor shall be bound by and shall comply with all terms, covenants and conditions of the Transaction Documents, all of which shall be construed as one instrument.

23. **Severability**. Whenever possible, each provision of this Note shall be construed and interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or the application thereof to any part or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of

this Agreement, or the application of such provisions to other parties or circumstances.

24. **Absolute Liability of the Obligor.** The liability of the Obligor shall be absolute and unconditional and without regard to the liability of any other party.

25. **Definitions, Interpretation and Construction.** In this Note, unless the context otherwise requires:

(i) Paragraphs mentioned by number only are the respective paragraphs of this Note as so numbered;

(ii) Words importing a particular gender mean and include every other gender, and words importing the singular number mean and include the plural number and vice versa;

(iii) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), societies, trusts, corporations or other legal entities, including public or governmental bodies, as well as natural persons;

(iv) The word "and" when used from time to time herein shall be read to mean "or" or "and/or" if the result of such reading is expansive of the rights or interests of the Obligee in the given context;

(v) If any clause, provision or paragraph of this Note shall be ruled invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof;

(vi) The terms "herein", "hereunder", "herewith", "hereof" and any similar terms used in this Note refer to this Note; the term "heretofore" means before the date of execution of this Note; and the term "hereafter" means after the date of execution of this Note;

(vii) The term "Person" or "Persons" wherever used in this Note, shall mean any one or more natural persons, corporations, partnerships, firms, associations, joint ventures, trusts, governmental agencies or any political subdivisions thereof, incorporated organizations, or any other entity or natural person, whether acting in an individual, fiduciary or other capacity; and

(viii) The term "Documents" shall mean this Note, the Guaranty, the Security Agreement, the APA, and any and all agreements, documents, instruments and certificates executed and/or delivered in connection with this Note, the Guaranty, the Security Agreement and the APA.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Obligor has caused this Note to be duly executed and delivered, all as of the day and year first above written.

WITNESS: _____, L.L.C.

_____ By:_____

Date:_____, 2016

EXHIBIT "B" - 2

ESCROW AGREEMENT

to be executed when REST confirmed by bankruptcy court

REAL PROPERTY ESCROW AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 2016 by and between **ALTOMARE UNION II LLC** ("Seller"), **CARMINE DEMAIO** ("Buyer"), and **SCHILLER & PITTENGER, P.C.** (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement ("Asset Purchase Agreement"), of even date, a copy of which is incorporated herein by reference, pursuant to which Seller agreed to sell and Buyer agreed to purchase certain assets of Seller being more fully described in the Asset Purchase Agreement; and

WHEREAS, pursuant to Section 5 of the Asset Purchase Agreement, Seller and Buyer concurrently entered into a Realty Agreement (as defined in the Asset Purchase Agreement); and

WHEREAS, pursuant to Section 2(a)(i) of the Realty Agreement, Buyer has agreed to deposit with the Escrow Agent the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) for the benefit of the parties to the Realty Agreement to be released in accordance with the terms of this Escrow Agreement; and

WHEREAS, Schiller & Pittenger, P.C. has agreed to act as Escrow Agent in accordance with the terms of this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Asset Purchase Agreement, and in order to define the duties of the Escrow Agent, it is hereby agreed as follows:

1. Terms not expressly defined herein shall have the meaning given them in the Asset Purchase Agreement and Realty Agreement. In the event of a conflict between the

Asset Purchase Agreement and Realty Agreement, the definition of the term in the Realty Agreement shall control.

2. Simultaneously with of the complete execution and delivery of this Escrow Agreement, Buyer will deposit with the Escrow Agent the principal sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) (the "Escrow Deposit") to be held by the Escrow Agent upon the terms and conditions provided herein, until authorized to deliver same as set forth herein. "Delivery", as used in this Escrow Agreement, shall be by wire transfer, personally, or any other method selected by the party entitled to receive the Escrow Deposit, or in the absence of such direction, by a nationally recognized overnight mail service of Escrow Agent's choosing, the expense of which shall be paid by the party receiving the Escrow Deposit, plus interest earned thereon.

3. The Escrow Agent is authorized to hold the Deposit in a non-interest bearing trust account in New Jersey until authorized to deliver same as follows:

(a) In the event there is a Closing of the transactions contemplated by the Asset Purchase Agreement and Realty Agreement, then the Escrow Agent may deliver to Seller the full amount of the Escrow Deposit, which shall be applied in full against the cumulative Purchase Price to be paid under the Asset Purchase Agreement and Realty Agreement by Buyer to Seller, or return the Escrow Deposit to Buyer, and this Escrow Agreement shall terminate.

(b) In the event that the Escrow Agent receives written notification in accordance with the Asset Purchase Agreement and Realty Agreement, signed by Seller and Buyer, that the Asset Purchase Agreement has been terminated by the mutual consent of all the parties, then the Escrow Agent shall deliver to Buyer the Escrow Deposit and this Escrow Agreement shall terminate.

(c) In the event that either Seller or Buyer desire to make a demand upon the Escrow Agent for the Escrow Deposit, that party shall send a written notice to the Escrow Agent and the other parties. Such written notice shall sufficiently specify the basis for which such party is entitled to receive the Escrow Deposit in accordance with the terms and conditions of the Asset Purchase Agreement and Realty Agreement. In the event that the Escrow Agent does not receive a written objection from the non-demanding party(ies) within ten (10) days after such non-demanding party's or parties' receipt of such written notice from the demanding party, then the Escrow Agent shall release the Escrow Deposit to the demanding party in accordance with the terms of such demanding notice. In the event that the non-demanding party or parties do(es) give a timely objection in writing to the release of the Escrow Deposit to the demanding party, then the Escrow Agent shall continue to hold the Escrow Deposit in accordance with subparagraph (d) below.

(d) In the event of any good faith dispute between Seller and Buyer as to the disposition of any portion of the Escrow Deposit, the Escrow Agent shall continue to hold the entire Escrow Deposit with no liability until the dispute is resolved and/or the Escrow Agent is directed, either by mutual agreement and appropriate written instructions to the Escrow Agent signed by Seller and Buyer, or by either (i) a final non-appealable order, decree or judgment of a state or federal court having jurisdiction thereof, or (ii) an award of an arbitrator(s), to disburse such Escrow Deposit, or any part thereof. The Escrow Agent shall be under no duty to institute or defend any such proceedings. In any dispute between Seller and Buyer as to the disposition of the Escrow Deposit, the prevailing party shall be entitled to reimbursement from the other for all reasonable attorneys fees, costs and expenses incurred by the prevailing party in conjunction with the disposition proceeding.

Upon payment of the Escrow Deposit as provided in (a), (b), (c) and/or (d)

above, any and all of the Escrow Agent's duties and responsibilities hereunder shall cease.

4. The parties acknowledge and agree that the Escrow Agent shall have no duty to investigate or ascertain the correctness or the status of any notice received pursuant to this Escrow Agreement and shall not be liable for payment of funds pursuant to the terms of this Escrow Agreement regardless of whether or not the facts contained in any notice are untrue or incorrect.

5. Seller and Buyer hereby each covenant and agree not to sue the Escrow Agent in connection with the appointment of the Escrow Agent or in the performance of the Escrow Agent's duties hereunder, except insofar as the Escrow Agent's liability, loss, expense or damage arises out of the Escrow Agent's own willful default of this Escrow Agreement, fraud or gross negligence. Seller and Buyer agree to indemnify and hold harmless the Escrow Agent against any losses, claims or expenses, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with the acceptance of the appointment as provided or the performance of the Escrow Agent's duties hereunder, except insofar as the Escrow Agent's liability, loss, expense or damage arises out of the Escrow Agent's own willful default of this Escrow Agreement, fraud or gross negligence. Notwithstanding anything to the contrary in this paragraph, the Seller and/or Buyer shall retain all rights given them under law to implead the Escrow Agent as a stakeholder in any action or proceeding in connection with the Asset Purchase Agreement.

6. The Escrow Agent shall not be liable for any good faith action(s) taken or omitted pursuant to this Escrow Agreement.

7. The Escrow Agent agrees not to accept any compensation for the performance of services as the Escrow Agent, but shall be entitled to any reasonable costs incurred thereby. Said costs shall be shared equally by Seller and Buyer.

8. To the extent that the terms of this Escrow Agreement contradict the terms of the Asset Purchase Agreement or Realty Agreement, the terms of this Escrow Agreement shall control.

9. All notices, requests, demands and other communication which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given and delivered, unless otherwise specified herein, if delivered either (i) personally, or sent by (ii) registered or certified mail, return receipt requested, postage prepaid or (iii) a nationally recognized overnight mail service, postage prepaid or (iv) by facsimile transmission:

(a) If to Seller to:

Russell McRory, Esq.
Arent Fox LLP
1675 Broadway
New York, New York 10019

(b) If to Buyer or Escrow Agent to:

Theodore E. Schiller, Esq.
Schiller & Pittenger, P.C.
1771 Front Street
Scotch Plains, New Jersey 07076

10. Any dispute or breach arising under, or in connection with this Escrow Agreement or in relation to the release or payments of the Escrow Deposit or interest thereon shall exclusively be determined by the Superior Court, State of New Jersey. The venue of any such action shall be solely in Union County, State of New Jersey. Any award rendered thereon shall be final and conclusive upon the parties, and a judgment thereon may be entered in any

court of competent jurisdiction. The losing party shall bear the costs, fees, expenses and attorney's fees of the successful party.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and date first above written.

ALTOMARE 22 UNION LLC

By_____
Anthony Altomare, Manager

CARMINE DEMAIO

_____

SCHILLER & PITTENGER, P.C.

By_____
Theodore E. Schiller, Esq.