

AGREEMENT OF SALE AND PURCHASE

This Agreement of Sale and Purchase (this "Agreement") is made and entered into between CHAU TSAN, an individual (hereinafter referred to as "Seller"), and GUGGENHEIM RETAIL REAL ESTATE PARTNERS, INC., a Delaware corporation and/or its assigns (hereinafter referred to as "Purchaser"). The effective date of this Agreement shall be the later of the dates on which Seller and Purchaser have executed this Agreement (the "Effective Date").

ARTICLE I. SALE OF PROPERTY

1.1 Property. Seller is the owner of that certain real property consisting of approximately 0.45 acres of land located at 1363 Washington Avenue, in the City of Portland, Cumberland County, Maine, as more specifically described on Exhibit "A" and attached hereto and made a part hereof (the "Land"). As used herein, the term "Property" shall mean the Land together with all improvements, structures and fixtures located on the Land, and all rights, titles and interests of Seller, if any, in and to any and all tenements, hereditaments, easement rights, privileges, licenses, permits and appurtenances relating to the Land and/or the improvements thereon. The parties acknowledge and agree that the legal description contained in the Survey (defined in Section 4.2) shall replace the legal description of the Land contained in Exhibit "A", and such Survey legal description shall be the insured estate in the Owner's Policy (described in Section 4.1 below).

1.2 Sale. Subject to the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Property.

ARTICLE II. PURCHASE PRICE AND EARNEST MONEY

2.1 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be [REDACTED] and shall be payable in the manner set forth in Article III below.

2.2 Earnest Money. Earnest money in the amount of [REDACTED] (together with all interest accrued thereon, the "Earnest Money") shall be payable to the title company set forth in Section 9.1 hereof (the "Title Company") within [REDACTED] after the Effective Date. Notwithstanding anything set forth in this Agreement appearing to the contrary, upon any termination of this Agreement by Purchaser pursuant to an express right of termination permitted by this Agreement, Purchaser shall receive an immediate refund of the Earnest Money, whereupon this Agreement shall automatically terminate and the parties shall have no further obligations to each other except as expressly provided in this Agreement to the contrary. Notwithstanding anything set forth in this Agreement appearing to the contrary, [REDACTED] of the Earnest Money shall be paid to Seller as independent consideration for this Agreement, upon release of the Earnest Money by the Title Company, regardless of how or when it is released, and Purchaser shall receive credit for the independent consideration at the Closing (as defined in Section 6.2) as part of the Earnest Money.

**ARTICLE III.
PAYMENT OF PURCHASE PRICE**

3.1 Payment of the Purchase Price. The Purchase Price shall be payable at Closing in cash, by wire transfer or cashier's check acceptable to the Title Company for immediate disbursement at Closing, subject to prorations and other credits provided for in this Agreement.

3.2 Payment of the Earnest Money. The Earnest Money shall be applied at Closing to the cash payment due on such date in accordance with Section 3.1 above or otherwise disbursed to Seller or Purchaser in accordance with the terms of this Agreement.

**ARTICLE IV.
TITLE**

4.1 Title. [REDACTED] Purchaser shall cause the Title Company to issue to Purchaser a preliminary title report/commitment for title insurance (herein, the "**Title Commitment**") dated not earlier than the Effective Date of this Agreement, issued by Title Company, describing the Property (which legal description shall be incorporated into this Agreement and used in all Closing documents), specifying all exceptions to title which would appear in an ALTA Owner's Policy of Title Insurance (the "**Owner's Policy**"), when issued, together with true, correct and legible copies of all items and documents referred to therein and tax certificates relating to the Property.

4.2 Survey. [REDACTED] Purchaser may cause a surveyor designated by Purchaser to prepare an ALTA/ACSM Land Title Survey with all endorsements requested by Purchaser (the "**Survey**").

4.3 Review Period. Purchaser shall have [REDACTED] to review both the Title Commitment and Survey (the "**Review Period**"). In the event any exceptions to title appear in the Title Commitment or defects in the Survey that are unacceptable to Purchaser (collectively, the "**Objection Matters**"), Purchaser shall, within said Review Period, notify Seller in writing of such fact. Any title approval given by Purchaser shall be deemed conditioned upon the removal of the Objection Matters. Any encumbrance to title to the Property which is created by, through or under Seller after the Effective Date without the prior written consent of Purchaser and not set forth in the original Title Commitment shall also be deemed to be an Objection Matter and shall not, in any event, be considered a "Permitted Exception" under this Agreement or appear as an exception to title in the Owner's Policy, the Deed (hereinafter defined) or any other conveyance instrument delivered by Seller at Closing. Except for the Objection Matters, Purchaser shall be deemed to have accepted all exceptions or encumbrances to title in existence as of the Effective Date and referenced in the Title Commitment and matters shown on the Survey upon the expiration of the Review Period, whereupon such exceptions or encumbrances to title and survey (other than the Objection Matters) shall be deemed "**Permitted Exceptions**" under this Agreement.

4.4 Termination. Seller shall have a period of time commencing from the [REDACTED] (the "**Cure Period**") within which to attempt to eliminate or modify any and all of the Objection Matters, except for the payment of monetary liens, which Seller shall remove or cure by the payment of funds from the Closing. In the event that Seller fails to eliminate or modify any of the Objection Matters to the satisfaction of the Title Company and Purchaser prior to the [REDACTED], Purchaser shall have the right to either (i) waive said objections and proceed with the purchase and acquisition of the Property or (ii) Purchaser may terminate this Agreement on or before the Closing Date (defined in Section 6.2) by delivery of written notice to Seller.

**ARTICLE V.
DUE DILIGENCE REVIEW**

5.1 Due Diligence Documents. [REDACTED] Seller shall deliver to Purchaser, if available and in the possession of Seller, the following documents (the "**Due Diligence Documents**"): (i) copies of all correspondence, reports, inspections and other documents in Seller's possession or control regarding the environmental aspects of the Property or any toxic or hazardous substances affecting or related to the Property (the "**Environmental Reports**"); (ii) any and all engineering and geotechnical studies and any other reports in Seller's possession or control relating to the Property; (iii) any licenses and permits relating to the use of the Property; (iv) any and all notices, correspondence, or other written communications to or from Seller or any governmental or quasi-governmental authorities, which are in Seller's possession or control and relate to, whether directly or indirectly, the Property or any portion thereof or any of the transactions contemplated by this Agreement; (v) copies of any leases, service contracts, use contracts, maintenance agreements, or any other contract or agreement providing a possessory right, occupancy right, restriction, declaration, restrictive covenant, right of purchase, or any other use or occupancy right on the Land or any improvements thereon; and (vi) ~~a list of any personal property owned by Seller that is used in connection with the operation of the Property and that should be conveyed to Purchaser as part of the sale of the Property to Purchaser.~~ 2FS

5.2 Inspection Period. Seller agrees that Purchaser shall have [REDACTED] (the "**Inspection Period**") to review the Due Diligence Documents and the right to enter upon the Property and to conduct any and all due diligence, investigations and other tests whatsoever, as well as consider any and all other relevant factors, that Purchaser shall deem necessary to determine whether the Property is suitable for Purchaser's intended purposes. Purchaser agrees to indemnify and hold Seller harmless from any physical damage caused by Purchaser during its inspection of the Property. Purchaser shall have the right to terminate this Agreement by written notice given to Seller prior to 5:00 p.m. (U.S. Eastern time) [REDACTED], for any reason or for no reason at all. If Purchaser does not terminate this Agreement [REDACTED], then, except as may otherwise be expressly provided in this Agreement, the Earnest Money shall be non-refundable to Purchaser, but applicable to the Purchase Price at Closing. Purchaser shall pay for any accrued escrow fees and charges of the Title Company if Purchaser terminates this Agreement. J.C.

5.3 Approvals Period. If Purchaser has not terminated this Agreement pursuant to Section 5.2 above, Purchaser shall have [REDACTED] to obtain all necessary Approvals (hereinafter defined) [REDACTED] may be extended pursuant to Section 5.4, the "**Approvals Period**"). As it may be necessary to develop Purchaser's intended use of the Property for any lawful retail use (collectively, the "**Intended Use**"), the Approvals Period shall be allowed only for the purpose of Purchaser to actually obtain (i) any necessary approvals or consents for the Intended Use required from private third parties having such approval or consent rights and (ii) all required site plan, platting, zoning, environmental, permits and any other approvals or actions with respect to the Intended Use which are required from the proper governmental or quasi-governmental authorities having jurisdiction over the Property with respect to the design, construction and use of proposed improvements thereon (collectively, the "**Approvals**"). 2FS

5.4 Extensions; Termination. Purchaser shall have the right to extend the Approvals Period for [REDACTED] as necessary to obtain the Approvals (each an "**Approvals Period Extension**") upon written notice delivered to Seller at any time on or before the expiration date of the Approvals Period. If the Approvals are obtained, all then-remaining extensions of the Approvals Period shall expire, and the parties shall proceed to the Closing in accordance with **Article VI**. Notwithstanding anything contained in this Agreement to the contrary, if the Approvals have not been obtained [REDACTED] (as the same may be extended), then Purchaser

shall have the right to terminate this Agreement by written notice delivered to Seller prior to 5:00 p.m. (U.S. Eastern time) on the date of expiration of the Approvals Period (as the same may have been extended), in which case this Agreement shall be deemed terminated, Purchaser shall receive an immediate refund of the Earnest Money (unless Purchaser previously exercised an Approvals Period Extension, in which case the Earnest Money shall belong to Seller, provided that Seller is not otherwise in default under this Agreement), and the parties shall have no further obligation to each other, except as expressly provided in this Agreement to the contrary.

**ARTICLE VI.
CLOSING; COSTS; PRORATIONS**

6.1 Conditions to Closing. Seller and Purchaser agree that Purchaser's obligation to purchase the Property is conditioned upon satisfaction of the following:

(a) Seller shall have cured to the satisfaction of the Title Company and Purchaser, or Purchaser shall have otherwise waived, all Objection Matters pursuant to Section 4.3 above.

(b) No material change of circumstances with respect to contingencies previously satisfied or waived by Purchaser shall have occurred.

(c) No action, suit or proceeding against or concerning the Property, at law or in equity, shall be pending or threatened before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or other instrumentality, foreign or domestic.

(d) No action for condemnation shall be pending against the Property and Seller shall not have received notice that any such action is pending or contemplated.

(e) All pre-existing leases in effect with respect to the Property as of the ~~Effective~~ Closing Date shall have been terminated and evidence thereof provided to Purchaser and the Title Company which is satisfactory to the Title Company to enable the Title Company to delete any reference to any and all such leases from the Title Commitment.

6.2 Closing. The closing of the transaction contemplated by this Agreement (the "Closing") shall be held [REDACTED], provided that Seller and Purchaser may agree in writing to an earlier date, as the case may be (the "Closing Date"). The procedure to be followed by the parties in connection with the Closing shall be as follows:

6.2.1 At the Closing, Seller shall deliver or cause to be delivered to the Title Company the following items:

(a) A special ~~warranty~~ ^{quit claim WITH WARRANTIES} deed (the "Deed"), dated effective as of the Closing Date, executed by or on behalf of Seller which conveys the Property subject only to (i) taxes for the year of Closing and subsequent years, not yet due and payable (herein, the "Taxes") and (ii) the Permitted Exceptions.

(b) A Certificate of Nonforeign Status, dated effective as of the Closing Date, executed by or on behalf of Seller, in a form which complies with Section 1445 of the Internal Revenue Code of 1986, as amended, and/or all regulations relating thereto (collectively, the "Internal Revenue Code").

(c) Evidence reasonably acceptable to the Title Company and Purchaser, authorizing the consummation by Seller of the purchase and sale transaction contemplated by this Agreement and the execution and delivery of the closing documents on behalf of Seller.

(d) Possession of the Property, subject only to the Permitted Exceptions.

(e) All other instruments and documents which are reasonably necessary and appropriate in order to comply with the laws or customs of the City, County, and State in which the Property is located to complete the Closing of the transaction contemplated by this Agreement.

(f) Any other items, agreements, documents or instruments necessary or helpful in connection with the consummation of the transactions contemplated herein as may be requested by Purchaser or the Title Company acting in the exercise of its or their reasonable discretion, including but not limited to the Declaration.

6.2.2 At the Closing, Purchaser shall cause to be delivered to the Title Company for the benefit of Seller, the following funds, documents and/or instruments.

(a) Cash or other immediately available funds in the amount of the Purchase Price, less a credit for the Earnest Money, payable to the Title Company representing the cash payment due to Seller in accordance with Article III of this Agreement.

(b) Evidence reasonably acceptable to the Title Company, authorizing the consummation by Purchaser of the purchase and sale transaction contemplated by this Agreement.

(c) All other instruments and documents as the Title Company may be reasonably necessary and appropriate in order to complete the Closing of the transaction contemplated by this Agreement.

6.3 Closing Procedure. Upon the completion of the deliveries specified in Section 6.2 above, the Title Company, as escrow agent, shall be authorized to cause the appropriate closing documents to be immediately recorded in the appropriate records of ~~York County~~ ^{Somberden} Maine, and shall deliver the balance of the proceeds from the sale, after deducting all expenses thereof chargeable to Seller under this Agreement to Seller.

6.4 Payment of Closing Costs. Seller and Purchaser shall share equally in the costs of the documentary transfer taxes "rollback taxes", special assessments and similar charges relating to the conveyance of the Property pursuant to this Agreement, one-half (1/2) of any recording fees for documents recorded at the Closing (other than the deed of transfer), and Seller's proportionate share of the prorations set forth in Section 6.5. Purchaser shall pay the cost of the title insurance premiums for the Owner's Policy, the escrow fee charged by the Title Company, any special endorsements it requests in connection with the Owner's Policy, and Purchaser's proportionate share of the prorations set forth in Section 6.5. Except as otherwise provided herein, all other escrow and closing costs shall be allocated to and paid by Seller and Purchaser in accordance with the manner in which such costs are customarily borne by such parties in sales of similar property in the county where the Property is located, on the date of Closing; provided, however, each party shall pay its own attorneys' fees.

6.5 Proration of Taxes and Assessments. Real estate and personal property taxes, bonds, charges and assessments (special or otherwise) for the calendar year in which the Closing occurs shall be

prorated at the Closing, effective as of the Closing Date, based upon actual days involved. If the actual amount of such taxes is not known as of such date, either because tax bills for the calendar year of the Closing have not been issued or because such tax bills cover real property in addition to the Property, the proration at the Closing will be based on the most current and accurate tax billing information available. Should such proration not be based on the actual amount of the taxes for such calendar year and should such proration prove to be inaccurate upon receipt of the actual tax bills for the Property for such calendar year, then either Seller or Purchaser may demand within thirty (30) days from the date upon which the applicable taxing authority issues a tax bill for the subject property, a payment from the other correcting such malapportionment. Seller shall pay, at the Closing, all other assessments, whether due in installments or lump sum and whether special or general in nature, levied or assessed against the Property as of the Closing Date. ~~This Section 6.5 shall survive the Closing.~~

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J.C.

6.6 Broker. Seller shall pay a brokerage commission to WRE (c/o Jay Wise), representing Purchaser, and Darling Properties (c/o David Darling), representing Seller (respectively, the "Brokers") in connection with the arrangement of this Agreement if, as and when the Closing occurs, but not otherwise, pursuant to a separate agreement among Seller and the Brokers. Each Broker has acted as agent either for Seller or Purchaser in connection with this Agreement. Accordingly, each of Seller and Purchaser agrees to indemnify, defend and hold the other harmless from and against any and all costs or claims of any agent, broker or other person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Agreement. The obligations of Seller and Purchaser under Section 6.6 this shall survive the Closing or other termination of this Agreement and shall not be subject to the damage limitations set forth in this Agreement.

ARTICLE VII. REPRESENTATIONS, AND WARRANTIES

7.1 Seller's Representations and Warranties. Seller hereby represents, warrants and covenants to Purchaser the following, which shall also be true and correct as of the Closing Date.

7.1.1 Seller is the record owner of legal title and alone is the sole owner of equitable title in and to the Property.

7.1.2 Seller shall give notice to Purchaser immediately upon (i) Seller's receipt of any notice from any governmental or quasi-governmental or quasi-governmental authority of a violation of any applicable laws or acquiring knowledge of the receipt of any such notice by any tenant of any portion of the Property, and (ii) acquiring knowledge of the presence of any Hazardous Material or Substance on or under the Land in a condition that is resulting or could reasonably be expected to result in any adverse environmental impact, with a full description thereof.

7.1.3 To the best of Seller's knowledge, there is no Hazardous Material or Substance on, in, from or affecting any portion of the Property.

7.1.4 All Personal Property (if any) is owned by Seller and is unencumbered.

ARTICLE VIII. TERMINATION, DEFAULT, REMEDIES, CASUALTY AND CONDEMNATION

8.1 Seller's Default. In the event that Seller fails to perform any of the covenants and/or agreements contained in this Agreement which are to be performed by Seller, Purchaser may either: (a) terminate this Agreement by giving written notice of termination to Seller and receive a full and

immediate refund of any and all Earnest Money (including any portion of such Earnest Money described as nonrefundable to Purchaser in this Agreement); or (b) enforce specific performance of Seller's obligations under this Agreement and proceed to close this transaction; provided, however, that in the event that specific performance is not available to Purchaser as a remedy for the failure of Seller to perform each and every one of the covenants and/or agreements contained in this Agreement which are to be performed by Seller, Purchaser shall have, in addition to any and all rights of partial specific performance which may be available to Purchaser, all rights and remedies available at law or in equity.

8.2 Purchaser's Default. If the Closing fails to occur because of Purchaser's default under the terms of this Agreement and Seller is not then in default, this Agreement and the rights and obligations of the parties shall terminate and the Earnest Money shall be immediately delivered by Title Company to Seller on Seller's request. The Earnest Money shall be deemed liquidated damages for Purchaser's nonperformance as Seller's sole and exclusive remedy against Purchaser for Purchaser's failure to purchase the Property, which sums shall be presumed to be a reasonable estimate of the amount of actual damages sustained by Seller because of Purchaser's breach of its obligation to purchase the Property. From the nature of this transaction, it is impracticable and extremely difficult to fix the actual damages that Seller would sustain if Purchaser breaches such obligation. The impracticability and difficulty of fixing actual damages is caused by, without limitation, the fact that the Property is unique. Given the foregoing facts, among others, Purchaser and Seller agree that liquidated damages are particularly appropriate for this transaction and agree that said liquidated damages shall be paid in the event of Purchaser's breach of its obligation to purchase the Property, despite any words or characterizations previously used or contained in this Agreement implying any contrary intent.

8.3 Casualty and Condemnation. If, prior to Closing, the Property or any material portion thereof is destroyed or damaged or taken by eminent domain, Seller shall promptly notify Purchaser and Purchaser shall have the option of either: (i) canceling this Agreement by delivery of written notice to Seller within twenty (20) days following written notification to Purchaser of such damage, destruction or taking, whereupon Title Company shall return to Purchaser any and all of the Earnest Money, together with interest accrued thereon (including any portion of such Earnest Money described as nonrefundable to Purchaser in this Agreement), and both parties shall be relieved of all further obligations under this Agreement; or (ii) Purchaser may proceed to Closing by paying the Purchase Price and performing all other obligations of Purchaser at Closing, whereupon Purchaser shall be entitled to (and Seller shall assign to Purchaser all of Seller's interest in) all condemnation payments or insurance proceeds (as the case may be), awards and settlements applicable to the Property. ~~In addition, in the event of an insured casualty, Purchaser shall receive a credit at Closing equal to any deductible applicable to such insurance.~~ RFS
JC

ARTICLE IX. NOTICES

9.1 Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered, whether actually received or not, (i) upon deposit with a courier service for personal delivery (whether by local or overnight courier service); or (ii) upon deposit in a regularly maintained official depository of the United States Mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below; or (iii) sent by telecopier to the telecopier numbers set forth below with confirmation of such communication being sent, or by electronic transmission (including electronic signature) to the electronic mail address set forth below, so long as an original of same is sent within one (1) business day thereafter by either of the methods described in (i) or (ii) above addressed as set forth below.

OTHER CONDITIONS: *Bullen reserves the right to keep the following Personal Property in his possession (this personal property will not convey with sale):*

[Handwritten signature]

- Air Conditioning System; *SUCH REMOVAL SHALL BE COORDINATED WITH PURCHASER NO EARLIER THAN THE CLOSING DATE AND NO LATER THAN FIVE (5) BUSINESS DAYS AFTER CLOSING.*
- Ice Maker
- Fryolator
- Stove
- Refrigerator
- Bar Top

If to Seller:

Chau Tsan
238 Gorham Road
Scarborough, Maine 04074

Tel: (207) - 883-2151
Fax: (919)
Email: _____

If to Purchaser:

Guggenheim Retail Real Estate Partners, Inc.
3000 Internet Blvd., Suite 570
Frisco, TX 75034
Attn: Kim Snyder, Paralegal
Tel: (214) 872-4027
Fax: (214) 872-4001
Email: Kim.Snyder@GuggenheimPartners.com

Guggenheim Retail Real Estate Partners, Inc.
3000 Internet Blvd., Suite 570
Frisco, TX 75034
Attn: Sheryle Kopp, Senior Legal Admin
Tel: (214) 872-4036
Fax: (214) 872-4001
Email: Sheryle.Kopp@GuggenheimPartners.com

If to Title Company:

Allegiance Title Company
8111 Preston Road, Suite 320
Dallas, TX 75225
Attn: Traci R. Miller
Tel: (214) 360-9796
Fax: (214) 360-9834
Email: tmiller@allegiancetitle.com

Any notice hereunder sent by counsel to either Purchaser or Seller hereunder shall be deemed transmitted by Seller or Purchaser, respectively. Either party may change the address for purposes of notice by giving notice of such change to the other party and the Title Company as set forth above.

**ARTICLE X.
ENTIRE AGREEMENT.**

10.1 Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement or any such referenced agreements has been or is relied upon by either party. Each party has relied upon its own examination of the full Agreement and the provisions thereof, and the counsel of its own advisors, and the warranties, representations, covenants, and agreements expressly contained in this Agreement. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Purchaser and Seller. In the event that any litigation arises hereunder, it is

specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State in which the Property is located. Venue for any legal action arising out of this Agreement shall be the county in which the Property is located. Further, the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable attorneys' fees and costs of suit.

**ARTICLE XI.
MISCELLANEOUS .**

11.1 Headings. The article headings contained in this Agreement are for purposes of identification only and shall not be considered in construing this Agreement.

11.2 Time is of the Essence. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

11.3 Assignment. This Agreement, and the rights and obligations of Purchaser hereunder, may be assigned by Purchaser at any time prior to Closing, without the prior written consent of Seller. In the event of any such assignment, Seller agrees to close the transaction contemplated by this Agreement with the assignee of Purchaser. This Agreement may not be assigned by Seller.

11.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

11.5 Exhibits. All exhibits described in this Agreement are by this reference fully incorporated into this Agreement and made a part of this Agreement by reference for all purposes.

11.6 Binding Agreement. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns whenever the context so requires or admits.

11.7 Tax Return. The Title Company hereby agrees to (i) timely file a return with the Internal Revenue Service on Form 1099-B or such other form as instructed by the Internal Revenue Service showing the gross proceeds of this transaction, the recipient thereof and such other information as the Internal Revenue Service may by form or regulation require from time to time, and (ii) furnish both Seller and Purchaser with a written statement showing the name and address of the Title Company and the information shown on such return with respect to the transaction. This return shall be filed to ensure that the parties to this transaction will be in compliance with Section 6045(e) of the Internal Revenue Code, as amended from time to time and as further set forth in any regulations promulgated thereunder.


11.8 Weekends and Holidays. If any date for notice or performance under this Agreement falls on a Saturday, Sunday or legal holiday, the date for notice or performance will be extended to the next day that is not a Saturday, Sunday or a legal holiday.

11.9 Confidentiality and Non-Circumventing Provision. Seller and Purchaser will each maintain the confidentiality of the terms of (i) this Agreement, (ii) the transaction contemplated hereby, and (iii) all transaction-related documents, except that either party may disclose the terms of this Agreement to its attorneys, lenders, investors, consultants, or advisors. Seller agrees that, it shall not (i) solicit or entertain bids, (ii) enter into any negotiation or discussion, or (iii) enter into any agreement regarding the sale or lease of the Property at any time during which this Agreement is in effect; provided, however, that Seller may entertain, negotiate accept and document back-up offers for the sale or lease of the Property. Seller shall furnish to Purchaser a copy of any back-up offer for the sale or lease of the Property received by Seller at any time during which an executed agreement exists between the parties. RFS
JC

SIGNATURE PAGE OF SELLER

EXECUTED on the 7th day of October, 2015.

Seller:



CHAU TSAN, an individual

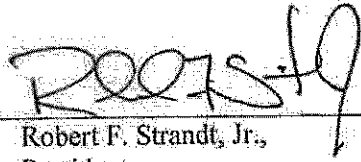
SIGNATURE PAGE OF PURCHASER

EXECUTED on the 20th day of OCTOBER, 2015.

Purchaser:

GUGGENHEIM RETAIL REAL
ESTATE PARTNERS, INC.,
a Delaware corporation

By:



Robert F. Strandt, Jr.,
President

ACKNOWLEDGEMENT PAGE OF TITLE COMPANY

Received and acknowledged by the Title Company on the 21st day of October, 2015.

Title Company:

ALLEGIANCE TITLE COMPANY


By: 
Name (printed): DIANA M. DOSS
Title: Commercial Escrow Officer

EXHIBIT "A"

Legal Description of the Land

[To be furnished by Seller.]