AUCTION PURCHASE AGREEMENT

1110 MIDWAY ROAD, MENASHA WISCONSIN

1110 Midway Rd, Menasha, WI

THIS PURCHASE AGREEMENT (this "**Agreement**"), dated as of _____ ___, 2020, is intended to set forth the terms and conditions of a contract for the purchase and sale to _____ ("**Buyer**"), from WB RIVERDALE REO, LLC, a Delaware limited liability company ("**Seller**") with respect to that certain property located at 1110 Midway Road in the City of Menasha, County of Winnebago (the "**County**"), State of Wisconsin and identified by Parcel Identification Number(s) 704-0.7.79-02 (the "**Property**"). When mutually executed by Buyer and Seller, this Agreement will constitute the complete agreement between Buyer and Seller with respect to the purchase and sale of the Property and will supersede and replace, in their entirety, all prior negotiations and written offers and counteroffers between Buyer and Seller with respect to the Property. Buyer and Seller may be referred to herein each individually as a "**Party**" and collectively as the "**Parties**". The effective date (the "**Effective Date**") of this Agreement shall be the last date that this Agreement is executed by either Buyer or Seller (if the Parties do not execute this Agreement on the same date), as set forth next to the signatures on the signature page hereof.

RECITALS

A. Seller is the owner of the Property, Seller engaged Listing Broker (as defined herein) and Braunco, Inc. ("**Braun**") to broker and auction the Property.

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I
SALE

1.1 Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, subject to the terms and conditions set forth herein.

ARTICLE II
PURCHASE PRICE

2.1 Purchase Price. The total price to be paid by Buyer for the Property shall be the sum of:

(a) The Buyer's final bid amount (the "**Final Bid Amount**") of $_____, and
(b) 7% of the Final Bid Amount (the "**Buyer's Premium**"), which is $_____,

The sum of (a) the Final Bid Amount and (b) the Buyer's Premium equals $_____ (the "**Purchase Price**").

The Purchase Price shall be subject to the closing adjustments as set forth in Section 5.4 hereof.

2.2 Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller as follows:

(a) Prior to the auction Buyer provided a registration deposit (the "**Registration Deposit**") to Braun or Escrow Holder equal to $10,000.

(b) Within twenty four hours after the auction, Buyer shall deliver to Fidelity National Title ("**Escrow Holder**") by wire transfer or cashier's check, the additional sum of $_____. Such amount, together with the Registration Deposit, equals a total deposit of _____ (the "**Deposit**"), which is 10% of the Purchase Price.

Escrow Holder's contact information is as follows:

Fidelity National Title
915 Wilshire Blvd., Suite 1920
Los Angeles, CA 90017
Attention: Bobbie Purdy
Phone No. (213) 452-7104
Fax No.: (213) 452-7148
Email address: bobbie.purdy@fnf.com

If the Deposit is not received by Escrow Holder on or before the date required herein, Seller shall have the right to terminate this Agreement whereupon neither Party shall have any further rights or obligations hereunder other than those matters which expressly survive the termination hereof, provided that Seller shall be entitled to retain the Registration Deposit. The Deposit shall be non-refundable to Buyer except in the event the sale of the Property is not consummated solely because of Seller's breach or default under this Agreement. If the sale of the Property as contemplated hereunder is consummated, the Deposit shall be credited towards payment of the Purchase Price at the Closing.

(a) Balance of Purchase Price. The Purchase Price less the sum of the Deposit (the "**Purchase Price Balance**") shall be deposited with Escrow Holder by Buyer in immediately available funds no later than one (1) business day prior to the Closing in accordance with Section 5.2(a) below.

ARTICLE III
ESCROW

3.1 Deposit with Escrow Holder and Escrow Instructions. Within two (2) business days following the Effective Date, each Party shall promptly deposit an executed copy of this Agreement with Escrow Holder with instructions to open an escrow for the transaction hereunder (the "**Escrow**"). This Agreement shall serve as the instructions to Escrow Holder for the consummation of the transaction contemplated hereby. The Parties shall execute such additional and supplementary escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of any such additional or supplementary escrow instructions, the terms and provisions of this

Agreement shall control, notwithstanding that any such additional or supplemental escrow instructions constitute a later signed writing between the Parties.

3.2 Proof of Funds. Buyer has already or shall provide to Braun within one (1) day of the Effective Date, in conjunction with Buyer's bid, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition of the Property pursuant to this Agreement, which proof shall be in the form of a letter of credit, loan commitment, bank statement, or other form acceptable to Seller in Seller's sole discretion. If (i) Buyer fails timely to provide such proof of committed funds, or (ii) Seller determines, in Seller's sole discretion, that the proof of funds provided to Seller by Buyer is unacceptable, then Seller shall have the right, at Seller's option, to provide written notice to Buyer that this Agreement is terminated. If Seller exercises such termination right, then this Agreement shall be deemed terminated effective as of the date that Seller delivers written notice of termination to Buyer, whereupon (I) the Deposit (if theretofore deposited with the Escrow Holder), less the Registration Deposit, shall be returned to Buyer, and (II) Buyer and Seller shall each be relieved of any further obligations under this Agreement.

3.3 Closing. The closing hereunder (the "**Closing**") shall mean the recording, in the official records of the County, of a Warranty Deed conveying title to the Real Property from Seller to Buyer (the "**Deed**"). The Closing shall take place on or before the date that is ten (10) days following the Effective Date (the "**Closing Date**"), or on such later date as Buyer and Seller may mutually agree in writing; provided, however, Seller shall have the right to extend the Closing Date by up to an additional five (5) business days upon delivery of written notice to Buyer. Subject to the provisions of **ARTICLE VIII** hereof, if the Closing does not occur on or before the Closing Date (as the same may be extended hereunder), then Escrow Holder shall, unless it is notified by both Parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return or termination, shall not, however, relieve either Party of any liability it may have under the terms of this Agreement for its wrongful failure to close.

3.4 Title. Seller shall cause Fidelity National Title Company or another title company of Seller's choice (the "**Title Company**") to issue to Buyer at Closing a CLTA owner's policy of title insurance, insuring fee title to the Property vested in Buyer as of the Closing Date, with coverage in the amount of the Purchase Price and subject to no monetary liens or encumbrances, other than a lien for property taxes not yet delinquent; provided, however, that Seller shall have no obligation to remove or cure any exceptions to title other than with respect to the aforementioned monetary liens and encumbrances.

ARTICLE IV
NO INSPECTION CONTINGENCIES

Buyer acknowledges and agrees that (i) Buyer has, prior to the Effective Date, independently verified the value of the Property and the viability of the Property for Buyer's intended use, (ii) Buyer is purchasing the Property based solely upon such independent verification of value and viability and not in reliance upon any representations by Seller or any party representing Seller in connection with this transaction including, without limitation, Braun, Seller's Broker (as defined in Section 9.2 below), and (iii) Buyer's obligation to purchase the Property is not subject to any due diligence contingencies.

ARTICLE V
CLOSING AND ESCROW

5.1 Delivery by Seller. Not later than one (1) business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following:

(a) The original Deed, duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date;

(b) Seller's estimated settlement statement in form and content consistent with this Agreement and otherwise reasonably satisfactory to Seller;

(c) A Non-Foreign Affidavit, duly executed by Seller and satisfying the requirements set forth in Section 1445 of the Internal Revenue Code of 1986, as amended; and

(d) Any other documents or instruments reasonably required by Escrow Holder, the Title Company or under applicable law, in order to convey the Property to Buyer at the Closing.

5.2 Delivery by Buyer. Not later than one (1) business day prior to the Closing Date, Buyer shall deposit with Escrow Holder the following:

(a) The Purchase Price Balance, together with Buyer's share of the closing adjustments pursuant to Section 5.4 below, for disbursement in accordance with the terms and provisions of this Agreement, to be held by Escrow Holder pursuant to disbursement instructions mutually acceptable to Buyer and Seller;

(b) Buyer's estimated settlement statement in form and content consistent with this Agreement and otherwise reasonably satisfactory to Buyer; and

(c) Any other documents or instruments reasonably required by Escrow Holder, or the Title Company in order to convey the Property to Buyer at the Closing.

5.3 Other Instruments. In addition to the documents and instruments to be delivered as herein provided, each of the Parties shall, from time to time at the request of the other Party, execute and deliver to the other Party such other instruments of transfer, conveyance and assignment and shall take such other action as may be reasonably required to effectively carry out the terms of this Agreement; provided that no such document or act will impose additional obligations on either Party that are not already contemplated by this Agreement.

5.4 Prorations and Adjustments.

(a) Taxes. Real property taxes and assessments shall be prorated as of the Closing Date, and any required payments or credits shall be made by the applicable Party through Escrow upon receipt of said proration.

(b) Utilities. All charges and payments for utility services shall be prorated as of the Closing Date, all of which shall be read promptly before Closing, unless Seller elects to close its own applicable account, in which event Buyer shall open its own account and the respective charges shall not be prorated. Seller shall not assign to Buyer any deposits which Seller has with any utility companies servicing the Property.

(c) Insurance. Buyer shall be responsible for obtaining appropriate insurance covering the Property on and after the Closing Date; accordingly there shall be no proration of the same.

(d) Other Items of Expense. All other expense items related to the Property shall be prorated as of the Closing Date.

(e) Survival. If any of the foregoing cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned, such items shall be apportioned by the Parties outside escrow as soon as practicable after the Closing Date. The post-Closing covenants of the Parties set forth in this Section 5.4 shall survive the Closing.

5.5 Costs and Expenses.

(a) Seller shall pay, through Escrow at the Closing, (i) the owner's policy of title insurance premium, and (ii) the deed transfer taxes attributable to this transaction.

(b) Buyer shall pay, through the Escrow at the Closing, all closing costs (other than those payable by Seller hereunder), including without limitation (i) any endorsements to the owner's policy of title insurance, (ii) all recording fees, and (iii) Escrow Holder's fee.

(c) Notwithstanding anything contained herein to the contrary, except as otherwise specifically set forth herein, each Party shall be responsible for its own legal and accounting expenses incurred in connection with the subject matter of this Agreement.

ARTICLE VI
ACCEPTANCE OF PROPERTY AS IS, WHERE IS

BUYER ACKNOWLEDGES AND AGREES THAT (I) SELLER ACQUIRED THE PROPERTY IN CONNECTION WITH THE CONFIRMATION OF ITS PREDECESSOR IN INTEREST'S CHAPTER 11 BANKRUPTCY PLAN OF LIQUIDATION AND, AS SUCH, SELLER IS NOT VESTED WITH KNOWLEDGE OF THE PROPERTY ORDINARILY EXPECTED OF A SELLER OF REAL PROPERTY, (II) PRIOR TO THE EFFECTIVE DATE, BUYER HAS HAD A SUFFICIENT OPPORTUNITY TO COMPLETE ALL INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY THAT BUYER DEEMS NECESSARY, AND (III) BUYER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY UPON BUYER'S OWN INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, AND ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, LATENT AND PATENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY OF SELLER'S

AGENTS OR REPRESENTATIVES HAS MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, ON WHICH BUYER IS RELYING AS TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, MATTERS RELATING TO THE ZONING, LAND-USE OR OTHER ENTITLEMENTS, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND/OR SOILS, SEISMIC, GEOTECHNICAL AND/OR OTHER MATTERS RELATING TO THE CONDITION OF THE PROPERTY.

BUYER ACKNOWLEDGES AND AGREES THAT (I) ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY BY OR ON BEHALF OF SELLER WAS OBTAINED FROM A VARIETY OF SOURCES, (II) SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, (III) ALL SUCH INFORMATION HAS BEEN AND SHALL BE PROVIDED SOLELY AS AN ACCOMMODATION TO BUYER, (IV) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION, AND (V) SELLER IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION OR CONDITION THEREOF, FURNISHED BY OR ON BEHALF OF SELLER OR ANY CONSULTANT, ADVISOR, ATTORNEY, REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, OR OTHER PERSON, INCLUDING WITHOUT LIMITATION BRAUN. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS," AND "WITH ALL FAULTS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS AGAINST THE SELLER PARTIES (AS HEREINAFTER DEFINED) ARISING OUT OF THE INACCURACY OR INCOMPLETENESS OF ANY MATERIALS SO FURNISHED, ARISING OUT OF ANY ALLEGED DUTY OF THE SELLER PARTIES TO ACQUIRE, SEEK OR OBTAIN SUCH MATERIALS, ARISING OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH MIGHT HAVE BEEN DISCOVERABLE, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ALL OTHER EXISTING OR LATER CREATED OR CONCEIVED STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, AND ANY AND ALL CLAIMS RELATING TO

THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS UNDER CERCLA AND RCRA.

EFFECTIVE UPON THE CLOSING DATE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY ENTITY AFFILIATED WITH SELLER AND ALL OF ITS AND THEIR RESPECTIVE PARTNERS, MEMBERS, MANAGERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM (COLLECTIVELY, THE "**SELLER PARTIES**") FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS THE SELLER PARTIES FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES ARISING OUT OF OR OTHERWISE RELATING TO THE CONDITION OF THE PROPERTY. AS PART OF THE PROVISIONS OF THIS ARTICLE, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS.

IN THIS CONNECTION AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO BUYER MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT THE SELLER PARTIES FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS ARTICLE. THE PROVISIONS OF THIS ARTICLE ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER. SELLER HAS GIVEN BUYER MATERIAL CONCESSIONS REGARDING THIS TRANSACTION IN EXCHANGE FOR BUYER AGREEING TO THE PROVISIONS OF THIS ARTICLE. BUYER HAS INITIALED THIS ARTICLE TO FURTHER INDICATE ITS AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF.

_____

BUYER'S INITIALS

ARTICLE VII
LOSS BY FIRE OR OTHER CASUALTY; CONDEMNATION

If, prior to the Closing, the Property is destroyed or materially damaged, or if condemnation proceedings are commenced against a material portion of the Property (each, a "**Material Loss**"), Buyer shall have the right, at its option, exercisable by giving written notice of such decision to Seller within five (5) business days after receiving written notice from Seller that the Property has suffered a Material Loss, to either: (a) terminate this Agreement, in which case Escrow Holder shall return the Deposit to Buyer and, except for those matters which expressly survive any termination hereof, neither Party shall have any further rights or obligations hereunder, or (b) accept the Property in its then condition with no reduction of the Purchase Price. Buyer's failure to give written notice of its election within such timeframe shall be deemed to be Buyer's election not to terminate this Agreement and to accept the Property in its then condition in accordance with clause (b) of the immediately preceding sentence. If Buyer elects to accept (or is deemed to have accepted) the Property in its then condition, all proceeds of insurance or condemnation awards payable by reason of such damage, destruction or condemnation, if any, shall be paid or assigned to Buyer at the Closing. If the damage or condemnation does not result in a Material Loss, then (i) Buyer shall have no right to terminate this Agreement, and (ii) Seller shall assign to Buyer at the Closing all proceeds of insurance or condemnation awards payable by reason of such damage or condemnation, if any. As used in this ARTICLE VII, "destroyed" means complete destruction of the improvements upon the Property, and "material" damage, or the loss of a "material portion" of the Property, means any damage or loss that: (I) results in repair or restoration costs in excess of twenty percent (20%) of the Purchase Price; or (II) results in Buyer not being able to occupy the Property for a period in excess of six (6) months following the Closing. For the avoidance of doubt, in no event shall the COVID-19 pandemic or any governmental response thereto constitute a Material Loss.

ARTICLE VIII
DEFAULT; REMEDIES

8.1 **Seller's Remedies; Liquidated Damages. IF THE TRANSACTION CONTEMPLATED HEREBY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY BY REASON OF SUCH DEFAULT BY BUYER, THE AMOUNT OF THE DEPOSIT SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN THE EVENT THE TRANSACTION CONTEMPLATED HEREBY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, SELLER'S ACTUAL DAMAGES BY REASON OF SUCH DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES IN THE EVENT THE TRANSACTION CONTEMPLATED HEREBY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 8.1, IF BUYER**

BRINGS AN ACTION AGAINST SELLER FOR AN ALLEGED BREACH OR DEFAULT BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, RECORDS A LIS PENDENS OR ENJOINS OR RESTRICTS SELLER'S ABILITY TO SELL AND TRANSFER THE PROPERTY OR REFUSES TO CONSENT TO OR INSTRUCT ESCROW HOLDER WITH REGARD TO THE RELEASE OF THE DEPOSIT TO SELLER IF REQUIRED BY ESCROW HOLDER (EACH, A "BUYER'S ACTION"), SELLER SHALL NOT BE RESTRICTED BY THE PROVISIONS OF THIS SECTION 8.1 FROM BRINGING AN ACTION AGAINST BUYER SEEKING EXPUNGEMENT OR RELIEF FROM ANY IMPROPERLY FILED LIS PENDENS, INJUNCTION OR OTHER RESTRAINT, AND/OR RECOVERING FEES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) WHICH SELLER MAY SUFFER OR INCUR AS A RESULT OF ANY BUYER'S ACTION, BUT ONLY TO THE EXTENT THAT SELLER IS THE PREVAILING PARTY; AND THE AMOUNT OF ANY SUCH FEES, COSTS AND EXPENSES AWARDED TO SELLER SHALL BE IN ADDITION TO THE LIQUIDATED DAMAGES SET FORTH HEREIN. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO LIMIT BUYER'S LIABILITY TO SELLER FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF BUYER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR FOR ATTORNEYS' FEES AND COSTS AS PROVIDED IN SECTION 9.8 BELOW.

_____ _____

SELLER'S INITIALS BUYER'S INITIALS

8.2 Buyer's Remedies.

(a) If the transaction contemplated by this Agreement is not consummated by the Closing Date because of a default hereunder on the part of Seller, then Buyer's sole and exclusive remedy by reason of such default by Seller shall be to terminate this Agreement, in which event neither Party shall have any further rights, duties or obligations under this Agreement and the Deposit shall be returned to Buyer. Buyer hereby expressly waives any and all rights to claim specific performance of this Agreement and to record a lis pendens upon the Property.

(b) If the Closing of the transactions hereunder shall have occurred, Seller shall have no liability to Buyer (and Buyer shall make no claim against Seller) for a breach of any alleged representation or warranty, failure to disclose, or any other covenant, agreement or obligation of Seller, or for indemnification under this Agreement or any document executed by Seller in connection with this Agreement.

8.3 Indemnification. Buyer indemnifies, holds harmless and defends Braun, Seller's Broker, Seller, the Seller Parties and any predecessor or successor of Seller (collectively, the "**Indemnified Persons**") for, from and against any and all claims to which any of the Indemnified Persons may become subject on account of, arising out of or related to any act, omission, conduct or activity of Buyer or any of Buyer's affiliates, agents, employees, members, partners, principals, representatives or trustees at any time both before or after the Closing Date on account of, arising out of or related to (a) this Agreement; (b) the auction; (c) the condition, control, operation or ownership of the Property, including the presence or release of any hazardous or toxic fluids,

substances or materials on, under or from the Property; (d) Buyer's due diligence review of the Property; (f) any inaccuracy in or breach of Buyer's representations, warranties, covenants or acknowledgments made pursuant to this Agreement. Buyer promptly will deliver notice to Seller or the applicable Indemnified Person of any claim by any person or entity against an Indemnified Person that arises from or is related to the Property. Buyer will be responsible for and will pay on demand all legal fees and expenses incurred by the Indemnified Person in connection with the claim. If any claim is settled or if there is a final judgment against the Indemnified Person in any claim, Buyer will indemnify, hold harmless and defend the Indemnified Person for, from and against any and all loss or liability incurred by the Indemnified Person by reason of such settlement or judgment and will pay on demand all costs and expenses incurred by the Indemnified Person in connection with the settlement or judgment.

8.4 The provisions of this ARTICLE VIII shall survive the Closing.

ARTICLE IX
MISCELLANEOUS

9.1 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, or by facsimile, or by personal delivery (by overnight courier or otherwise), or by electronic mail (email) and addressed as follows:

If to Seller:
WB RIVERDALE REO, LLC
c/o Woodbridge Wind-Down Entity LLC
14140 Ventura Blvd, Suite 302
Sherman Oaks, CA 91423
Attn: Frederick Chin, CEO
E-mail: fchin1@gmail.com

With a copy to:
Glaser Weil LLP
10250 Constellation Boulevard, 19th Floor
Los Angeles, California 90067
Attn: Saul Breskal, Esq.
Fax No.: (310) 843-2644
Email: sbreskal@glaserweil.com

If to Buyer:
_____
_____
_____
Attn: _____
E-mail: _____

If to Escrow Holder: At the address specified in Section 2.2(a) above.

or such other address as either Party may from time to time specify in writing to the other in the manner aforesaid. If sent by United States mail, registered or certified mail, postage prepaid, return

receipt requested, such notices or other communications shall be deemed delivered upon delivery or refusal to accept delivery as indicated on the return receipt. If sent by personal delivery (by overnight courier or otherwise), such notices or other communications shall be deemed delivered upon delivery, or refusal thereof. If sent by facsimile or email, such notices or other communications shall be deemed delivered upon delivery, provided such fax or email is sent prior to 5:00 p.m. Pacific Time on such date (otherwise such fax or email shall be deemed to be delivered and effective as of the next business day), and provided further that delivery is also made promptly thereafter by mail or overnight courier as provided above.

9.2 Brokers and Finders. ***[Complete/revise as applicable:]*** In connection with the transaction under this Agreement, Buyer is represented by _____ ("**Buyer's Broker**"), and Seller is represented by _____ ("**Seller's Broker**"). Braun will pay a real estate broker's commission to the brokers pursuant to a separate Listing Agreement between Seller or Braun and Seller's Broker. No commission or compensation shall be due or payable by Seller or Braun to any brokers, including Seller's Broker and Buyer's Broker, in connection with this Agreement or the sale of the Property, unless the Escrow closes in accordance with this Agreement. Buyer shall indemnify and defend Seller against any claims by third parties for payments of a finder's fee, commission or other similar compensation in connection herewith if such third party claims that it represented Buyer in connection with the transaction under this Agreement. The provisions of this Section 9.2 shall survive the execution and delivery (or termination) of this Agreement and the Closing.

9.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, administrators and assigns, except that Buyer shall not assign its interests under this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Seller. Notwithstanding the foregoing, Buyer shall have the right to assign its rights under this Agreement to (i) any entity controlling, controlled by or under common control (directly or indirectly) with Buyer which assumes Buyer's obligations hereunder in writing, provided Buyer shall not be relieved from any liability or obligations under this Agreement as a result of such assignment; and (ii) a qualified intermediary in connection with a tax deferred exchange under Internal Revenue Code Section 1031 in accordance with Section 9.16 hereof.

9.4 Amendments. This Agreement may be amended or modified only by a written instrument executed by both Buyer and Seller.

9.5 Interpretation. Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation." Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof

9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, with venue in Los Angeles County, California.

9.7 Merger of Prior Agreements. This Agreement, including the exhibits hereto, constitutes the entire agreement between the Parties with respect to the transaction contemplated hereby and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

9.8 Attorneys' Fees. If either Buyer or Seller brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing Party (as determined by the court, agency, or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of investigation (including, without limitation, reasonable attorneys' fees, expenses and costs).

9.9 Time of the Essence. Time is of the essence of this Agreement.

9.10 Election of Remedies. Except as otherwise provided in this Agreement, no right or remedy conferred upon Buyer or Seller in this Agreement is intended to be exclusive of any other right or remedy contained herein or now or hereafter available to Buyer or Seller at law or in equity, and every such right and remedy shall be cumulative and shall be in addition to every other right or remedy contained in this Agreement or now or hereafter available to Buyer or Seller at law or in equity.

9.11 Authority. The individuals signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

9.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. In order to expedite matters, electronic signatures may be used in place of original signatures on this Agreement. The Parties intend to be bound by the signatures on the electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon the request made by either Party to the other.

9.13 No Third Parties Benefited. This Agreement is made and entered into for the benefit of Seller and Buyer, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

9.14 Severability. The invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity of enforceability of any of the other provisions of this Agreement.

9.15 Multiple Parties. If more than one person or entity is named herein as either Buyer or Seller, the obligations of such multiple parties shall be the joint and several responsibility of all persons or entities named herein as such Buyer or Seller.

9.16 IRC Section 1031 Exchange Cooperation. Seller agrees to accommodate Buyer in effecting a tax-deferred exchange under Internal Revenue Code Section 1031. Buyer shall have the right, expressly reserved here, to elect a tax-deferred exchange at any time before the Closing

Date; however, Seller and Buyer agree that the consummation of this Agreement is not predicated or conditioned on any such exchange by Buyer. If Buyer elects to effect a tax-deferred exchange, Seller agrees to execute additional escrow instructions, documents, agreements, or instruments to effect such exchange; provided, however, that Seller shall not be required to incur additional costs, expenses, or liabilities in this transaction as a result of or connected with an exchange by Buyer. Buyer agrees to hold Seller harmless from and against any and all claims, liabilities, losses, costs, damages and/or expenses (including, without limitation, reasonable attorneys' fees and expenses), that may arise from Buyer's participation in such an exchange.

9.17 Counting of Days. Unless expressly specified herein, any reference to "**days**" shall mean calendar days. As used in this Agreement, "**business day**" shall be deemed to be any day other than a Saturday, Sunday or other day upon which banks in the state of California shall be permitted or required to close. To the extent the last day for any act under this Agreement is not a business day, then the last day for such act shall be extended to the next business day.

9.18 Confidential. Buyer shall not disclose or permit to be disclosed to any third party, the terms or existence of this Agreement or the underlying transaction, any of the reports or any other documentation or information provided to or obtained by Buyer which relate to the Property (collectively, the "**Confidential Information**") in any way without Seller's prior written consent, which may be granted or withheld (i) in Seller's sole and absolute discretion prior to the Closing, or (ii) in Seller's reasonable discretion after the Closing. Notwithstanding the foregoing, Buyer shall have a right to disclose the Confidential Information: (i) to Buyer's lenders, accountants, employees, attorneys and other agents upon whom Buyer will rely upon or consult with in making acquisition decisions in connection with the transaction contemplated herein, provided that (A) such parties have been advised of the confidential nature of the same and Buyer shall be responsible for such parties' breach of the confidentiality restrictions set forth herein, and (B) all such Confidential Information shall be used by such parties solely in connection with the transaction contemplated hereby; and (ii) if obligated by law or legal process to make such disclosure, in which case Buyer shall provide Seller with written notice prior to any such disclosure. The provisions of this Section shall survive the termination of this Agreement for any reason.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the respective dates set forth below.

SELLER:

WB RIVERDALE REO, LLC,
a Delaware limited liability company

By:_____ Date:_____
Name: _____
Title: _____

AGREED AND ACCEPTED:

BUYER:

_____,
a _____

By:_____ Date:_____
Name: _____
Title: _____