

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

(Plymouth, California)

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is dated solely for reference purposes as of November ~~14th~~ 2006, and constitutes an agreement between PLYMOUTH EMPIRE PROPERTIES, INC., a California corporation ("**Seller**"), and LEWIS/PIPGRAS, INC., a California corporation ("**Buyer**").

RECITALS

A. Seller is the fee owner of that certain real property consisting of approximately Forty-Seven and 44/100ths (47.44) gross acres of land located in Amador County (the "**County**"), State of California, more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "**5 Lot Parcel**").

B. Seller is also the fee owner of that certain real property consisting of approximately Ninety-Seven and 97/100ths (97.97) gross acres of land located in the City of Plymouth, more particularly described in Exhibit B attached hereto and by this reference incorporated herein (the "**Option Parcel**"). All references to the 5 Lot Parcel and the Option Parcel shall be deemed to include all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances which belong to or appertain to each such Parcels and/or are owned by Seller, including, without limitation, all improvements, rights to all minerals, oil, gas and other hydrocarbon substances on and under each such Parcels, as well as all development rights, air rights, water, water rights and water stock, if any, relating to each such Parcels. The 5 Lot Parcel and the Option Parcel are sometimes herein referred to collectively as the "**Property**;" provided, however, upon the Close of Escrow (as defined below) for the 5 Lot Parcel, the term "Property" shall thereafter refer to only the Option Parcel.

C. Buyer desires to purchase and Seller desires to sell the 5 Lot Parcel and the Option Parcel on the terms and conditions set forth herein. As further provided herein, Buyer shall have no right to purchase the Option Parcel without first purchasing the 5 Lot Parcel.

AGREEMENT

The terms and conditions of this Agreement and the instructions to Placer Title Company, 455 Watt Avenue, Sacramento, CA 95864, Attn: Jenny Fjeld ("**Escrow Holder**") with regard to the escrow ("**Escrow**") created pursuant hereto are as follows:

1. Purchase and Sale. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions herein set forth.

2. Purchase Price. The purchase price for the Property shall be as follows:

(a) 5 Lot Parcel. The purchase price for the 5 Lot Parcel shall be One Million Five Hundred Seventy-Two Thousand and No/100ths Dollars (\$1,572,000) (the "**5 Lot Parcel Purchase Price**").

(b) Option Parcel. The purchase price for the Option Parcel shall be Three Million Three Hundred Thousand and No/100ths Dollars (\$3,300,000) (the "**Option Parcel Purchase Price**").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable by Buyer as follows:

(a) Initial Deposit. Within three (3) business days after the full execution and delivery of this Agreement, Buyer shall deposit, or cause to be deposited with Escrow Holder, in a check made payable to Escrow Holder, the sum of Sixty Thousand and No/100ths Dollars (\$60,000) (the "**Initial Deposit**"). The Initial Deposit shall be invested by Escrow Holder in an interest-bearing account selected by Buyer with all interest accruing thereon to be credited to the 5 Lot Purchase Price upon the Close of Escrow (as hereinafter defined) for the 5 Lot Parcel. Should Buyer timely elect to terminate this Escrow pursuant to the provisions of this Agreement, the Initial Deposit plus any accrued interest thereon shall be returned by Escrow Holder to Buyer without the need for further instructions to do so, this Agreement and the Escrow created pursuant hereto shall be deemed terminated and neither party shall have any further rights or obligations hereunder. Upon the expiration of the Contingency Period (as defined in Section 7(a)(ii) below), provided Buyer has not elected to terminate this Agreement, the Initial Deposit shall become nonrefundable to Buyer unless Seller defaults hereunder or a condition to Buyer's obligation to close hereunder fails to occur.

(b) Additional Deposit. Upon the expiration of the Contingency Period, provided Buyer has not elected to terminate this Agreement and the Escrow created pursuant hereto, Buyer shall deposit or cause to be deposited with Escrow Holder, in a check made payable to Escrow Holder, the sum of Fifteen Thousand and No/100ths Dollars (\$15,000) (the "**Additional Deposit**") which Additional Deposit together with the Initial Deposit (collectively, the "**5 Lot Parcel Deposits**") shall be applied towards payment of the 5 Lot Parcel Purchase Price upon the Close of Escrow for the 5 Lot Parcel. The Additional Deposit shall be nonrefundable to Buyer unless the consummation of the transaction contemplated hereby fails to occur by reason of the nonsatisfaction of a condition of the Close of Escrow for Buyer's benefit or by reason of a default by Seller in any of its obligations hereunder, in which event the 5 Lot Parcel Deposits, together with all interest accrued thereon, shall be returned to Buyer.

(c) Balance of the 5 Lot Parcel Purchase Price. The balance of the 5 Lot Parcel Purchase Price shall be comprised of (i) a Promissory Note, dated as of the Close of Escrow for the 5 Lot Parcel, in the original principal amount of One Million Seventy-Two Thousand and No/100ths Dollars (\$1,072,000), the form of which is attached hereto as Exhibit C ("**Note**"), which Note shall be secured by a Deed of Trust ("**Deed of Trust**"), the form of which is attached

hereto as Exhibit D, which Deed of Trust shall encumber all of Buyer's estate and interest in and to the 5 Lot Parcel upon the Close of Escrow of the 5 Lot Parcel, and (ii) cash deposited by Buyer in an amount equal to the 5 Lot Parcel Purchase Price less the sum of 5 Lot Parcel Deposits and the principal amount of the Note. Per the Rider to the Deed of Trust (hereinafter referred to as the "**Release Agreement**"), Buyer shall be entitled to release portions of the 5 Lot Parcel from the lien of the Deed of Trust upon payment of portions of the principal balance of the Note, all as more particularly provided in the Release Agreement. The Note shall be payable by Buyer to Seller in equal monthly installments of Seven Thousand Five Hundred Seventy-Six and 67/100ths Dollars (\$7,576.67) commencing thirty (30) days after the Close of Escrow for the 5 Lot Parcel and continuing thereafter for a term of five (5) years when the Note shall be due and payable in full.

(d) Option Parcel Initial Deposit. Not later than the of the Close of Escrow for the 5 Lot Parcel, Buyer shall have the right, but not the obligation, to deposit or cause to be deposited with Escrow Holder, in a check a check made payable to Escrow Holder, the sum of One Hundred Thousand and No/100ths Dollars (\$100,000) (the "**Option Parcel Initial Deposit**"). If Buyer fails to deposit the Option Parcel Initial Deposit within the timeframe set forth herein, Buyer shall have no right to purchase the Option Parcel and this Agreement shall terminate as of the Close of Escrow for the 5 Lot Parcel. The sum of Thirty Thousand Dollars (\$30,000) of such Option Parcel Initial Deposit shall constitute consideration for the option being extended by Seller to Buyer herein (the "Initial Option Consideration") and shall be immediately released to Seller. The Option Parcel Initial Deposit shall be credited toward the Option Parcel Purchase Price and shall be nonrefundable to Buyer unless the consummation of the transaction contemplated hereby fails to occur by reason of the nonsatisfaction of a condition of the Close of Escrow for the Option Parcel for Buyer's benefit or by reason of a default by Seller in any of its obligations hereunder, in which event the Option Parcel Initial Deposit, less the Initial Option Consideration, shall be returned to Buyer.

(e) Option Parcel Additional Deposit. Not later than the date which is two hundred seventy (270) days after the Close of Escrow for the 5 Lot Parcel, Buyer shall have the right, but not the obligation, to deposit or cause to be deposited with Escrow Holder, in a check made payable to the Escrow Holder, the sum of One Hundred Thousand and No/100ths Dollars (\$100,000) (the "**Option Parcel Additional Deposit**"). If Buyer fails to deposit the Option Parcel Additional Deposit within the timeframe set forth herein, Buyer shall have no right to purchase the Option Parcel and this Agreement shall terminate and neither party shall have any further obligations hereunder. If the Option Parcel Additional Deposit is deposited by Buyer, then the sum of Thirty Thousand Dollars (\$30,000) of such Option Parcel Additional Deposit shall constitute consideration for the option being extended by Seller to Buyer herein (the "**Additional Option Consideration**") and shall be immediately released to Seller, provided, however, that as a condition to such release, Escrow Holder shall record against the Option Parcel a memorandum of this Agreement in a form substantially similar to the form attached hereto as Exhibit F, duly executed and acknowledged by Buyer and Seller; the cost of recording such memorandum shall be borne by Buyer. The Option Parcel Initial Deposit shall be nonrefundable to Buyer unless the consummation of the transaction contemplated hereby fails to occur by reason of the nonsatisfaction of a condition of the Close of Escrow for the Option

Parcel for Buyer's benefit or by reason of a default by Seller in any of its obligations hereunder, in which event the Option Parcel Additional Deposit, less the Additional Option Consideration, shall be returned to Buyer.

(f) Balance of the Option Parcel Purchase Price. On or before the Close of Escrow for the Option Parcel, provided Buyer has not elected to terminate this Agreement and the Escrow created pursuant hereto in its sole and absolute discretion, Buyer shall deposit or cause to be deposited with Escrow Holder, in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, an amount equal to the Option Parcel Purchase Price less the sum of the Option Parcel Initial Deposit and Option Parcel Additional Deposit.

4. Escrow.

(a) Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller. Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened and the 5 Lot Parcel Scheduled Closing Date, as defined in Section 4(b)(i) below. In addition, Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transactions contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

(b) Close of Escrow.

(i) Defined. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that a grant deed (in the form typically used by Escrow Holder in the County) (the "Grant Deed") is recorded in the Official Records of the County. The Close of Escrow for the 5 Lot Parcel shall occur on or before the sixtieth (60th) day following the expiration of the Contingency Period (the "5 Lot Parcel Scheduled Closing Date"), unless extended by mutual agreement of the parties. The Close of Escrow for the Option Parcel shall occur on or before the Five Hundred Fortieth (540th) day following the Close of Escrow for the 5 Lot Parcel.

(ii) Extension of Option Parcel Close of Escrow. Buyer may extend the Close of Escrow for the Option Parcel up to two (2) additional periods of one hundred eighty days (180) days each (each, an "Extension Period") upon delivering to Seller and Escrow Holder written notice (each, an "Extension Notice") of its intention to so extend the Close of Escrow for the Option Parcel. The Extension Notice must be given at least five (5) days prior to the then-current Close of Escrow for the Option Parcel, and Buyer must deposit with Escrow Holder concurrently with such notice, additional funds in the amount of One Hundred Thousand and No/100ths Dollars (\$100,000.00) (each, an "Extension Deposit") for each such extension, payable in cash or by a certified or bank cashier's check made payable to Escrow Holder or a

confirmed wire transfer of funds. Each Extension Deposit if and when made shall be applicable towards the Option Parcel Purchase Price. The sum of Thirty Thousand Dollars (\$30,000) of such Extension Deposit shall constitute option consideration for the extension being granted by Seller to Buyer herein (the "Extension Consideration") and shall be released to Seller immediately following the making of each such Extension Deposit. Each Extension Deposit shall be nonrefundable to Buyer unless the consummation of the transaction contemplated hereby fails to occur by reason of the nonsatisfaction of a condition to the Close of Escrow for the Option Parcel for Buyer's benefit or by reason of default by Seller in any of its obligations hereunder, in which event the Extension Deposits, less any Extension Consideration, shall be immediately returned to Buyer.

5. Condition of Title. It shall be a condition to both the Close of Escrow for the 5 Lot Parcel and Option Parcel and a covenant of Seller that title to the Property to be conveyed to Buyer by Seller by the Grant Deeds subject only to the following approved condition of title ("**Approved Condition of Title**"):

(a) a lien to secure payment of real estate taxes, not delinquent;

(b) the lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code ("**Code**"), but only to the extent that such supplemental taxes are attributable to the transaction contemplated by this Agreement. Seller shall be responsible for, and hereby indemnifies Buyer and the Property against, any supplemental taxes assessed pursuant to the Code, to the extent that such taxes relate to events (including, without limitation, any changes in ownership and/or new construction) occurring prior to the applicable Close of Escrow;

(c) matters affecting or encumbering title to the Property created by or with the express written consent of Buyer; and

(d) exceptions which are approved or deemed approved by Buyer in accordance with Section 7(a)(i) below.

Seller covenants and agrees that during the term of this Escrow, it will not cause or permit title to the Property to materially differ from the Approved Condition of Title described in this Section 5. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights of way or other matters affecting the Approved Condition of Title which may appear of record after the date of the Report described in Section 7(a)(i) below (or any ALTA survey that Buyer may obtain), and which has not been created or caused by Buyer, shall also be subject to Buyer's approval and must be eliminated or ameliorated to Buyer's satisfaction by Seller prior to the relevant Close of Escrow as a condition to the relevant Close of Escrow for Buyer's benefit.

6. Title Policy. Title to both the 5 Lot Parcel and the Option Parcel shall be evidenced by the willingness of the Title Company to issue its CLTA Owner's Form Policy of Title Insurance, or, if requested by Buyer, its ALTA Extended Coverage Owner's Form Policy of Title Insurance (each a "**Title Policy**") in the amount of the relevant purchase price showing title

to the 5 Lot Parcel and Option Parcel, as applicable, vested in Buyer or its title nominee as provided in Section 12(d) subject only to the Approved Condition of Title.

7. Conditions to Close of Escrow.

(a) Conditions to Buyer's Obligations. Each Close of Escrow and Buyer's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the relevant Close of Escrow in absence of a specified date:

(i) Title. Buyer shall have the right to approve any and all matters of and exceptions to title of the Property, including the legal description, as disclosed by the following documents (collectively, the "**Title Documents**") to be delivered to Buyer at Seller's sole cost and expense: (A) a standard preliminary title report (the "**Report**") dated on or after the date of this Agreement issued by Escrow Holder's title insurer underwriter (the "**Title Company**") with respect to the Property; and (B) legible copies, or the best available images attainable, of all documents, whether recorded or unrecorded, referred to in the Report. Seller shall cause the Title Company to deliver the Title Documents to Buyer within three (3) days after the opening of Escrow. Buyer shall have until the date that is sixty (60) days after Buyer's receipt of the Title Documents (the "**Title Approval Date**") to give Seller and Escrow Holder written notice ("**Buyer's Title Notice**") of Buyer's disapproval or conditional approval of the legal description or any matters shown in the Title Documents. The failure of Buyer to give Buyer's Title Notice on or before the Title Approval Date shall be deemed to constitute Buyer's disapproval of the legal description and all Title Documents. In such event, this Agreement shall automatically terminate and be of no further force and effect; Buyer's Deposit, and any accrued interest thereon shall be returned to Buyer. If Buyer in the Buyer's Title Notice within the Title Approval Date disapproves or conditionally approves the legal description and/or any matters of title shown in the Title Documents, Seller may, within ten (10) days after its receipt of Buyer's Title Notice, elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall give Buyer written notice ("**Seller's Title Notice**") of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Close of Escrow for the 5 Lot Parcel as a condition to that Close of Escrow for Buyer's benefit. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's Title Notice, or if, despite its best efforts, Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Close of Escrow for the 5 Lot Parcel, then Buyer shall have the right, by a writing delivered to Seller and Escrow Holder, to: (A) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (B) terminate this Agreement and the Escrow created pursuant hereto, in which event Buyer shall be entitled to the return of its Deposit, plus any interest accrued thereon, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate.

(ii) Review and Approval of Documents and Materials. Within twenty (20) days after the opening of Escrow, Seller shall deliver to Buyer, at Seller's sole cost and expense, for Buyer's review and approval, the documents and materials respecting the Property set forth below which exist and are in Seller's possession or are known and reasonably available to Seller (the "**Documents and Materials**"). For a period of ninety (90) days following Buyer's receipt of all of the Documents and Materials from Seller (the "**Contingency Period**"), Buyer shall have the right to review and approve or disapprove in its sole and subjective discretion any or all of the Documents and Materials. The failure of Buyer to approve or disapprove in writing any of the Documents and Materials on or before the expiration of the Contingency Period shall be deemed to constitute Buyer's disapproval thereof, in which event, this Agreement shall automatically terminate and Buyer's Deposit, together with any interest accrued thereon, shall be returned to Buyer.

(A) Licenses. Any and all licenses, permits and agreements affecting or relating to the ownership, subdivision, possession or development of the Property, if any;

(B) Governmental Correspondence. Copies of all applications and correspondence or other written communications to or from any governmental entity, department or agency regarding any permit, approval, consent or authorization with respect to the development of the Property, if any;

(C) Surveys. Copies of the most recent surveys, if any, pertaining to the Property or any portion thereof, if any;

(D) Maps. Any and all tentative, parcel and/or final maps, development plans, site plans, building permits, certificates or occupancy, specifications or any other governmentally approved or processes documents relating to the subdivision or development of the Property, if any;

(E) Reports. Any and all reports, projections, studies or other documents or written information pertaining to the Property, if any;

(F) Tax Statements. Any and all property tax statements pertaining to the Property for the last calendar year;

(G) Soils and Engineering Studies. Any and all soils reports, engineering data and other data or studies pertaining to the Property or any portion thereof, if any;

(H) Leases. Copies of any and all existing leases and amendments thereto of the Property or any portion thereof, if any ("**Leases**"); and

(I) Agreements. Any and all reciprocal easement agreements, if any, and any other contracts or agreements affecting or relating to the ownership or development of the Property, if any.

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Derania Disclosures and Corporate Resolution. Seller shall also prepare and provide the following documents to Buyer as part of the Documents and Materials (it being agreed that Seller's obligations under this clause (K) are not limited to providing documents currently in Seller's possession): (i) a corporate resolution evidencing the authority of the Seller's signatory to this Agreement to sell the Property and perform Seller's other obligations under this Agreement (such resolution must be reasonably acceptable to Seller, and satisfy the requirements of the Title Company for the issuance of each Title Policy), and (ii) the Derania Disclosures (as defined in Section 13(d) below).

(iii) Inspections and Studies. On or before the expiration of the Contingency Period, Buyer shall have approved the results of any and all surveys, inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property as Buyer may elect to make or obtain; Seller hereby agrees that Buyer may perform a Phase II environmental study at Buyer's sole discretion. The failure of Buyer to notify Seller in writing of its approval of said results on or prior to the expiration of the Contingency Period shall be deemed to constitute Buyer's disapproval of the results, in which case this Agreement shall terminate and Buyer's Deposit together with any interest accrued thereon shall be returned to Buyer. The cost of any such inspections, tests and studies, including the cost of obtaining an ALTA survey of the Property (if any), shall be borne by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right, upon no less than twenty-four hours' notice to Seller's Broker (as defined below), to enter upon the Property, at reasonable times during ordinary business hours to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Buyer acknowledges and agrees that Seller or Seller's Broker may accompany Buyer or its agents when performing any inspections of the Property. Buyer shall use care and consideration in connection with any of its inspections. Buyer shall indemnify and hold Seller and the Property harmless from any and all damage directly arising out of or resulting from the negligence of Buyer, its agents, contractors and/or subcontractors in connection with such entry and/or activities upon the Property. Buyer shall further discharge any lien and/or encumbrance arising out of such entry, investigations, assessments and other tests within 10 days of Seller's demand, whether or not such lien and/or encumbrance is considered valid by Buyer and shall promptly repair any alteration of the condition of the Property which resulted from such entry upon, and/or such investigations, assessments and other tests with respect to, the Property so as to restore the Property to the same condition in which it existed prior to such entry and/or activities.

(iv) Representations, Warranties and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties and covenants set forth in Section 13 shall be true and correct as of each Close of Escrow.

(v) No Material Changes. As of each Close of Escrow, there shall have been no material adverse changes in the physical or financial condition of the Property.

(vi) Seller's Cooperation in Project Approvals. Seller shall have reasonably cooperated with Buyer in obtaining the Project Approvals (as defined below) in accordance with Section 20 below.

Buyer may extend the Contingency Period for up to two (2) additional periods of thirty days (30) days each (each, a "**Contingency Period Extension**") upon delivering to Seller and Escrow Holder written notice (each, a "**Contingency Period Extension Notice**") of its intention to so extend the Contingency Period. The Contingency Period Extension Notice must be given at least one (1) day prior to the expiration of the Contingency Period (as it may be extended hereunder) and Buyer must deposit with Escrow Holder concurrently with such notice, additional funds in the amount of Ten Thousand and No/100ths Dollars (\$10,000) (each, an "**Contingency Period Extension Deposit**") for each such extension, payable in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds. Each Contingency Period Extension Deposit if and when made shall be applicable towards the 5 Lot Parcel Purchase Price and nonrefundable to Buyer, unless the consummation of the transaction contemplated hereby fails to occur by reason of the nonsatisfaction of a condition to the Close of Escrow for the 5 Lot Parcel for Buyer's benefit or by reason of default by Seller in any of its obligations hereunder, in which event the Contingency Period Extension Deposits shall be immediately returned to Buyer.

(b) Conditions to Seller's Obligations. For the benefit of Seller, each Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions):

(i) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and

(ii) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the applicable Close of Escrow.

(iii) Option Parcel Contingency. Solely with respect to the Close of Escrow for the Option Parcel, Buyer shall have purchased the 5 Lot Parcel in accordance with the terms and provisions set forth herein.

8. Deposits by Seller. At least one (1) business day prior to the relevant Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments, duly executed and acknowledged by Seller, as appropriate:

(a) Grant Deed. The Grant Deed.

(b) General Assignment. Two (2) counterparts of the General Assignment document in the form attached hereto as Exhibit E.

(c) FIRPTA. A certificate of non-foreign status as may be requested by the Escrow Holder.

(d) Form 593-C. A completed California Form 593-C.

(e) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by the Title Company and/or Buyer.

(f) Release Agreement. At the least one (1) business day prior to the Close of Escrow for the 5 Lot Parcel, Seller shall deposit with Escrow Holder two (2) counterparts of the Release Agreement.

9. Deposits by Buyer. Buyer shall deposit or cause to be deposited with Escrow Holder the funds which are to be applied towards the payment of the applicable purchase price in the amounts and at the times designated in Section 3 above (as reduced by the prorations and credits hereinafter provided). In addition, at least one (1) day prior to the relevant Close of Escrow, Buyer shall deposit with Escrow Holder such proof of Buyer's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Buyer to act for and bind Buyer as reasonably may be required by Title Company.

In addition to the foregoing, the least one (1) business day prior to the Close of Escrow for the 5 Lot Parcel, Buyer shall deposit with Escrow Holder, the following documents, duly executed and acknowledged by Buyer, as appropriate: one (1) counterpart of the Note, two (2) counterparts of the Deed of Trust (including the Release Agreement).

10. Costs and Expenses. The cost and expense of each Title Policy attributable to CLTA coverage shall be paid one-half by Seller and one-half by Buyer; any incremental amount attributable to ALTA extended coverage, if any, shall be paid by Buyer. However, Seller will pay for an ALTA lender's policy for the 5 Lot Parcel Seller financing. The parties agree that the premium incurred by the parties for title insurance to be shared equally with Placer Title's Amador County office. Each escrow fee of Escrow Holder shall be shared equally by Seller and Buyer. Seller shall pay all documentary transfer taxes payable in connection with the recordation of each Grant Deed. In addition, Buyer and Seller shall pay, respectively, the Escrow Holder's customary charges to buyers and sellers for document drafting, recording and miscellaneous charges. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer and Seller shall share equally all of Escrow Holder's fees and charges.

11. Prorations. The following prorations shall be made between Seller and Buyer on each Close of Escrow, computed as of the Close of Escrow:

(a) Taxes, Assessments and Other Amounts. Real property taxes, special taxes, assessments, utility fees and/or deposits, and personal property taxes shall be prorated as of relevant Close of Escrow. Prorations of taxes and assessment with respect to the Property shall be based upon the latest available tax information such that Seller shall be responsible for all

such taxes and assessments levied against the Property to and including the day prior to the relevant Close of Escrow and Buyer shall be responsible for all taxes, special taxes and assessments levied against the Property from and after the day prior to the relevant Close of Escrow.

(b) Adjustments. If any errors or omissions are made regarding adjustments and prorations as aforesaid, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimates are made at either Close of Escrow regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

12. Disbursements and Other Actions by Escrow Holder. Upon each Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

(a) Prorations. Prorate all matters referenced in Section 11 based upon the statement delivered into Escrow signed by the parties;

(b) Recording. Cause the Grant Deed, the Deed of Trust, and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of the County. Escrow Holder is instructed not to affix the amount of documentary transfer tax on the face of the Grant Deed, but to supply same by separate affidavit;

(c) Funds. Disburse from funds deposited by Buyer with Escrow Holder towards payment of all items chargeable to the account of Buyer pursuant hereto in payment of such costs, including, without limitation, the payment of the relevant purchase price to Seller, and disburse the balance of such funds, if any, to Buyer;

(d) Title Policy. Direct the Title Company to issue a Title Policy to Buyer; in the amount of the relevant purchase price showing title to the 5 Lot Parcel and Option Parcel, as applicable, vested in Buyer or its title nominee; and

(e) General Assignment. Deliver counterparts of the General Assignment to Buyer and Seller.

(f) Loan Documents. Deliver the original Promissory Note to Seller, and copies of the Promissory Note, and Deed of Trust to Buyer.

13. Seller's Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following limited representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

(a) General Disclaimer of Warranties. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, DIRECTLY OR THROUGH ANY REPRESENTATIVE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS, SIZE OR CONFIGURATION OF ANY PARCELS, COMPLIANCE WITH SUBDIVISION MAP ACT, LOCATION OF BOUNDARIES, AND SIMILAR MATTERS. No knowledge of other persons shall be imputed, and there shall be no implication of inquiry or investigation. To Seller's knowledge, copies of any writings and other materials delivered to Buyer by Seller, or to be inspected by Buyer after being furnished by Seller, are or will be complete and faithful copies. Except for express representations and warranties made by Seller in this Agreement, Buyer shall rely solely upon its own investigation and inspection of the Property and any improvements thereon and upon the aid and advice of Buyer's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by Seller or any employee or agent of Seller.

(b) Seller's Knowledge. As used in this Agreement, "to the actual knowledge of Seller" or similar phrases, shall mean the actual present and conscious awareness or knowledge of Carol Emerson, Seller's duly authorized representative, without any obligation on her part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like, other than as reasonably necessary to confirm the accuracy of the Seller's representations set forth in this Section 13 below. Buyer understands, acknowledges and agrees that the representations and warranties of Seller set forth in this Agreement are being made by Seller based solely on the actual knowledge of Carol Emerson. Seller represents that Carol Emerson i) is the Seller's representative who is most knowledgeable about the Property, and ii) is active in the day-to-day management and oversight of the Property.

(c) Authority. Seller has the full power and authority to sell the Property. This Agreement has been duly and validly authorized, executed and delivered by Seller and no other authorization is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller;

(d) Proceedings. Except as to the ongoing disputes with the Derania Family, which the Seller believes are now all resolved, Seller has no actual knowledge of any actions, suits, proceedings or governmental investigations pending or threatened against or affecting the Property, in law or equity. Seller agrees, as part of the Documents and Materials to be delivered to Buyer pursuant to Section 7(a)(ii) above, to include a brief summary of such dispute, and copies of any correspondence, pleadings, and settlement agreements relative thereto, to the extent that such documents are not subject to the attorney-client privilege (collectively, the "**Derania Disclosures**");

(e) Third Party Consents. To Seller's actual knowledge, no consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement;

(f) Compliance With Laws. Seller has received no written notice and has no actual knowledge of any violation of applicable law, ordinance, rule, regulation or requirement of any governmental agency, body or subdivision affecting or relating to the Property, including, without limitation, any subdivision, building, use or environmental law, ordinance, rule, requirement or regulation;

(g) Condemnation. Seller has no actual knowledge and has not received any written notice of any pending or threatened proceedings in eminent domain or otherwise, which would materially affect the Property, or any portion thereof;

(h) Documents. To Seller's actual knowledge, all documents delivered to Buyer by Seller pursuant to this Agreement are or will be true and correct copies of originals;

(i) Assessments. Seller has received no written notice of any intended public improvements which will result in any charge being levied or assessed against the Property or any delinquent taxes, assessments (special, general or otherwise), or bonds of any nature affecting the Property, or any portion thereof;

(j) Environmental Matters. Except as may be disclosed in any Documents and Materials, Seller has received no written notification from any governmental agency that the Property violates any laws governing hazardous materials or hazardous substances, and Seller does not know of any unlawful levels of hazardous materials or toxic substances that are currently on the Property to the extent not disclosed in any documents or reports delivered to Buyer;

(k) No Conflicting Rights. No other party has any right to purchase the Property, nor are there any rights of first refusal or other options to purchase the Property, and Seller shall not grant any such rights or solicit any other offers to purchase the Property so long as this Agreement is in effect; and

(l) Representation and Warranties at Closing. Except as provided below, the representations made by Seller in this Section 13 shall be true as of the Close of each Escrow, except for matters hereafter disclosed by Seller to Buyer. If after execution of this Agreement, Seller becomes aware of circumstances making such representation and warranties untrue or incorrect, then Seller shall promptly notify Buyer in writing of the information or facts making Seller's representation and warranty set forth in this Section 13 untrue or incorrect. Buyer shall then have the right to elect to terminate this Agreement within twenty (20) business days of such notice by providing Seller with written notice to terminate the Agreement, in which event Buyer shall receive a refund of all deposits made by Buyer. If Buyer fails to provide such written notice to terminate this Agreement within such time period, Buyer shall be deemed to approve of such change in representation and warranty by Seller.

14. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

(a) Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein; and

(b) Representation and Warranties at Closing. The representations and warranties of Buyer set forth in this Agreement shall be true on and as of each Close of Escrow as if those representations and warranties were made on and as of such time.

(c) Buyer's Familiarity. Buyer is a real estate investor and developer doing business as such in Northern California, and is fully familiar with the development approval process applicable to the Property and further will, during the course of the Contingency Period, become fully familiar with the Property and Buyer's contemplated development of the Property. Specifically, without limitation: Buyer will, during the course of its feasibility analysis, make its own independent investigations of the Property (including, but not limited to, the environmental and physical condition of the Property, the availability of water, any sewer capacity, delineate any existing wetlands, city annexation, locate and determine any necessary mitigation for any and all existing mine shafts, determine whether certificates of compliance will be issued for each parcel which has been assigned a separate assessor parcel number, the development approval process and requirements applicable to the development of the Property for the purposes intended by Buyer, the costs of developing the Property, the real estate market as it pertains to the Property and Buyer's development thereof, all zoning regulations and other governmental requirements, both state and local, and all other matters pertaining to the ownership and development of the Property); Buyer will have during its feasibility analysis and before the expiration of the Contingency Period, the opportunity to contact the City of Plymouth, County of Amador, and all other governmental agencies as part of Buyer's own independent investigations regarding such matters; and Buyer is entering this transaction, and shall close the Escrow, in reliance upon Buyer's own independent investigations of such matters. Without limiting the generality of the foregoing, Buyer acknowledges that Seller is not in the business of purchasing and developing real property, and specifically disclaims any expertise concerning land use planning, environmental matters, development, construction, hazardous substances, and the like; that Buyer is not relying on Seller having any such expertise and that, subject to the express representations and warranties of Seller in Section 13 above, Buyer has conducted and is relying upon Buyer's own independent investigations of the environmental condition and the development potential of the Property.

15. LIQUIDATED DAMAGES.

FOLLOWING BUYER'S APPROVAL OF THE MATTERS SET FORTH IN SECTION 7 ABOVE, IF BUYER COMMITS A MATERIAL DEFAULT UNDER THIS AGREEMENT AND EITHER CLOSE OF ESCROW FAILS TO OCCUR BY REASON OF SUCH DEFAULT, THEN IN ANY SUCH EVENT, THE ESCROW HOLDER MAY BE INSTRUCTED BY SELLER TO CANCEL THE ESCROW, BUYER SHALL RETURN ALL DOCUMENTS AND MATERIALS TO SELLER, AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGE BY REASON OF BUYER'S DEFAULT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE TOTAL OF THE ENTIRE AMOUNT OF THE DEPOSITS THERETOFORE PLACED INTO ESCROW BY BUYER PURSUANT TO SECTION 3 HEREOF, TOGETHER WITH ANY INTEREST ACCRUED THEREON.

SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT THE APPLICABLE FOREGOING AMOUNTS OF LIQUIDATED DAMAGES ARE REASONABLE AS LIQUIDATED DAMAGES AND SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN LIEU OF ANY OTHER RELIEF, RIGHT OR REMEDY, AT LAW OR IN EQUITY, TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED BY REASON OF BUYER'S DEFAULT. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION, SELLER WAIVES ANY AND ALL RIGHTS WHICH SELLER OTHERWISE WOULD HAVE HAD UNDER CALIFORNIA CIVIL CODE SECTION 3389 TO SPECIFICALLY ENFORCE THIS AGREEMENT. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 15 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials



Buyer's Initials



16. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile to the number set forth below (provided that, notices given by facsimile shall not be effective unless the receiving party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in a authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery

(provided that, the sending party receives a confirmation of actual delivery from the courier).
The addresses of the parties to receive notices are as follows:

To Buyer: Lewis/Pipgras, Inc.
1601 Response Road, Suite 190
Sacramento, CA 95815
Attn: Frank Pipgras/ Tom Lewis
Fax: (916) 923-1300

With a copy to: Downey Brand LLP
555 Capitol Mall, 10th Floor
Sacramento, CA 95814
Attention: Thomas F. Stewart, Esq.
Fax: (916) 444-2100

To Seller: Plymouth Empire Properties, Inc.
C/O Carol Emerson
Box 112 (Postal Service Mailing Address)
Martell, CA 95654

13980 Ridge Road (Physical: FedEx, UPS, etc)
Sutter Creek, CA 95685
Fax: (209) 267-9361

With a copy to: Realty World – Keller & D’Agostini
Attention: Leedy D’Agostini, Broker
9252 Bush Street, #1
Post Office Box 485
Plymouth, CA 95669
Fax: (209) 245-5541

and

Maloney, Wheatley, Sopp & Brooks LLP
3420 Coach Lane, Suite 15
Cameron Park, CA 95682
Attention: Brian Maloney, Esq.
Fax: (530) 677-4802

To Escrow Holder: Placer Title Company
455 Watt Avenue
Sacramento, CA 95864
Attn: Jenny Fjeld
Fax: (916) 973-3617

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

17. Brokers. Upon each Close of Escrow, Seller shall pay a real estate brokerage commission to Realty World Keller & D'Agostini with respect to this transaction in accordance with Seller's separate agreement with said broker and Seller hereby agrees to indemnify and hold Buyer free and harmless from such commission obligation. Seller acknowledges that they have been advised that Frank Pipgras and Thomas A. Lewis (who are principals in the Buyer entity and are purchasing the Property for their own investment account) are licensed California real estate brokers; however, it is agreed that Seller shall not owe any commission to either of them. If any additional claims for brokers' or finders' fees for the consummation of this Agreement arise, then Buyer hereby agrees to indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement by Buyer, and Seller hereby agrees to indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller.

18. Legal Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees.

19. Assignment. Neither Seller nor Buyer may assign, transfer or convey such party's rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the preceding sentence, however, Buyer may assign, without Seller's consent, its rights and obligations under this Agreement to an affiliate provided that: (i) Such affiliate fully assumes in writing all of Buyer's obligations hereunder; and (ii) Buyer remains liable for such obligations notwithstanding such assignment. For purposes of this Agreement, an "affiliate" shall be any joint venture, partnership, or limited liability company (i) in which Buyer, Thomas A. Lewis or Frank Pipgras, or any combination thereof, either owns a controlling interest, or (ii) in which Buyer, Thomas A. Lewis or Frank Pipgras, or any combination thereof, owns a non-controlling interest, and which is comprised of other sophisticated developers having similar or greater development experience and financial ability.

20. Development Approvals. Subject to the limitations set forth in this Section 20, Seller will reasonably cooperate with and support Buyer in obtaining governmental permits and approvals necessary for development of the Property into a mixed residential and commercial development (collectively, the "**Project Approvals**"), and Seller will execute all plats,

applications, instruments and documents reasonably requested by Buyer in connection with obtaining those governmental permits and approvals. Seller's obligations under this Section 20 shall in no event, however, require Seller to (i) incur any out-of-pocket costs or expenses, (ii) appear at any public meetings or otherwise publicly advocate the Project Approvals, or (iii) incur any liability, including making any representations or presenting any information which Seller reasonably and in good faith believes to be inaccurate or untrue. Buyer shall not, without the prior written consent of Seller, which consent may not be unreasonably withheld, seek any Project Approvals which may irrevocably bind the Property. Seller hereby acknowledges that Buyer might request that the Property be rezoned for primarily residential use, with some commercial/retail uses, and hereby agrees that it will not withhold its consent to Buyer's application to so rezone the Property. Seller shall either approve or disapprove such Project Approval within ten (10) days after Buyer's request. In the event Seller does not respond within said 10-day period, Seller shall be deemed to have approved such Project Approval.

21. Buyer's Contact with Agencies and Reports to Seller. Seller hereby consents to Buyer and/or Buyer's representatives meeting with any city, county or other governmental authority for any good faith, reasonable purpose in connection with its investigation of the Property and obtaining any entitlements thereto; provided, however, Buyer must give Seller advance notice of meetings as may be reasonable under the circumstances by telephone or fax to inform Seller of any scheduled meeting and to allow Seller the opportunity to attend such meeting if Seller desires. Seller acknowledges and agrees that Buyer may have impromptu, unscheduled meetings, but Buyer agrees to use commercially reasonable efforts to schedule in advance any important meetings. In any event, Buyer shall, prior to the Close of Escrow, report in writing to Seller at least monthly (and following the expiration of the Contingency Period, at least quarterly) describing Buyer's efforts and progress in conducting its due diligence investigations of the Property. Such reporting may be provided online via an Internet web page. However, prior to close of Escrow, neither Buyer, nor Buyer's employees, agents, contractors or any other persons under Buyer's control, shall: (i) bind Seller or the Property in any manner except with Seller's written consent; or (ii) cause or permit any person to believe that Buyer or such other persons have any authority to bind Seller or the Property unless Seller has provided such consent. Buyer shall indemnify, defend, protect and hold Seller and the Purchase Property harmless from and against any and all losses, costs (including attorneys' fees and costs), damages, liens, encumbrances, liabilities, actions or expenses arising out of any failure to comply with the provisions of the preceding sentence. The obligations of Buyer and indemnification by Buyer provided in this Section shall survive any termination of this Agreement. Without limiting the generality of the foregoing, Seller shall not be responsible for any information obtained by Buyer from the city, county or any other governmental agencies.

22. Insurance.

(a) Liability Insurance. Before any entry upon the Property by Buyer, its employees, agents or contractors, Buyer shall procure at its sole cost and expense, and keep in effect until the earlier of (i) termination of this Agreement or (ii) the Closing, a commercial general liability insurance policy issued by an insurer permitted to write insurance in the State of California and rated no less than B+ X by A. M. Best, covering (i) the activities of Buyer, and

Buyer's agents, contractors, subcontractors and employees on or upon the Property, and (ii) Buyer's defense, indemnity and hold harmless obligations set forth in this Agreement. Such insurance policy shall have a per occurrence limit of at least \$1 million; pursuant to ISO CG2010-11/85 or its equivalent, shall name Seller and its members as additional insureds; shall (as to any claim arising from the acts of omissions of the insured) be primary and non-contributing with any other insurance available to any such additional insureds and provide that such coverage shall (as to any claim arising from the acts of omissions of the insured) be primary and that any other insurance maintained by or for Seller shall be excess insurance only; shall (in the case of any property policy) contain a full waiver of subrogation clause; and shall be written on an occurrence (and not a claims made) basis. Such insurance shall: (i) include Broad Form Contractual liability insurance coverage; (ii) be written to apply to bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term; and (iii) include a broad form property damage endorsement. Such coverage shall also contain endorsements: (a) including employees as additional insureds; (b) deleting any liquor liability exclusion; and (c) providing for coverage of employers automobile non-ownership liability.

All such insurance shall also provide for severability of interests; shall provide that a claim or suit against one of the named insureds shall not reduce or avoid coverage to the other named insureds; and shall afford coverage for covered claims based on acts, omissions, injury and damage arising from the activities by or on behalf of Buyer, its employees, agents, contractors, and/or representatives, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Such coverage shall also be endorsed to waive the insurer's rights of subrogation against Seller. Buyer shall also maintain Workers' Compensation insurance in accordance with California law, and employer's liability insurance with a limit no less than \$2 million per employee and \$2 million per occurrence. All coverages described in this Section shall be endorsed to provide that the insurer will endeavor to provide Seller with 30 days' (10 days', in the case of cancellation due to the nonpayment of premiums) written notice of cancellation or material reduction in coverage. The limits of the insurance required by this Agreement or as carried by Buyer shall not limit the liability of Buyer nor relieve Buyer of any obligation under this Agreement.

(b) Form of Policies. All insurance policies required to be carried under this Agreement shall be written by insurance companies and be in a form and content reasonably satisfactory to Seller. Prior to any entry by Buyer, its employees, agents or contractors upon the Property, Buyer shall deliver to Seller evidence of insurance reasonably acceptable to Seller and endorsements naming Seller as an additional insured, evidencing that such insurance is in effect and is in this Section.

23. Estoppels. Within ten (10) days of Buyer's request, Seller hereby agrees to execute a certificate (addressed to Buyer or a prospective assignee of some or all of Buyer's rights under this Agreement) stating that (i) this Purchase Agreement is in full force and effect, (ii) to the knowledge of Seller, there exist no actual or alleged breaches or defaults, and no events have occurred or conditions exist that with the giving of notice and/or the passage of time would constitute breaches or defaults, by any party under this Purchase Agreement, (iii) the

amount of any deposits in Seller's possession; and (iv) such other matters as Buyer may reasonably request.

24. Delivery of Investigative Reports on Termination. In the event Buyer elects not to proceed with the purchase of the Property or fails in any way to complete the purchase of the Property, for any reason other than Seller's default, Buyer shall promptly provide to Seller on such termination copies of all investigations, studies, reports, surveys, tests, engineering and surveying information, and all other documents which pertain to the Property, provided, however, that (i) Buyer shall not be obligated to provide any documents prepared by Buyer or which are subject to the attorney-client privilege or attorney-work-product privilege, and (ii) such documents shall be provided without recourse to Buyer and without any representation whatsoever as to the accuracy or completeness of any such documents.

25. Miscellaneous.

(a) Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of each Grant Deed.

(b) Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish each Close of Escrow in accordance with the provisions hereof.

(c) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(d) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(e) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(f) 1031 Exchange. Either party hereto may elect to seek to structure its purchase or sale, as applicable, of the Property as a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder ("**1031 Exchange**"), subject to the limitations set forth herein. Each party shall reasonably cooperate with the other, at no material cost to such cooperating party, in connection with the same, including, but not limited to, executing and delivering a consent to an assignment to a qualified exchange intermediary of rights (but not obligations) under this Agreement;

provided that (i) neither party shall be required to incur any additional liabilities or financial obligations as a consequence of such cooperation, and (ii) neither party shall be relieved of its obligations, representations or warranties under this Agreement. Additionally, in connection with any 1031 Exchange, neither party shall be required to acquire title to any other property. Any risk that such an exchange or conveyance might not qualify as a tax-deferred transaction shall also be borne solely by the party seeking to effectuate the same, and each party acknowledges that the other has not provided, and will not provide, any tax, accounting, legal or other advice regarding the efficacy of any attempt to structure the transaction as a 1031 Exchange. Each party hereby agrees to save, protect, defend, indemnify and hold the other harmless from any and all losses, costs, claims, liabilities, penalties, and expenses, including, without limitation, reasonable attorneys' fees, fees of accountants and other experts, and costs of any judicial or administrative proceeding or alternative dispute resolution to which the other may be exposed, due to any attempt to structure the transaction as a 1031 Exchange. The provisions of this Section shall survive the Close of Escrow.

(g) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

(h) No Partnership or Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between Buyer and Seller or between either Buyer or Seller and any third party, or cause either Buyer or Seller to be responsible in any manner for the debts or obligations of the other, or any third party.

(i) Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, disregarding the conflicts of laws principles of such State. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either Seller or Buyer.

(j) Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement. A day shall mean a calendar day, but a "Business Day" is a day other than a Saturday, Sunday or holiday observed by Escrow Holder or the Amador County Recorder.

(k) No Beneficiaries. No parties other than Seller and Buyer and their permitted successors and assigns shall have any rights or remedies under or by reason of this Agreement.

(l) Mediation. Seller and Buyer agree to mediate any dispute or claim arising between them out of this Agreement before resorting to any court action. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences a court action based on a dispute or claim arising under this Agreement, or any of the exhibits hereto, without first attempting to resolve the matter through mediation, then, in the discretion of the court, that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in such court action.

(m) Confidentiality and Publicity. Before the Close of Escrow, the parties shall at all times keep this transaction and any documents received from each other confidential, except to the extent (a) necessary to comply with applicable law and regulations or to carry out the obligations set forth in this Agreement, or (b) appropriate for the Buyer to perform its investigation of the Property. Any such disclosure to third parties shall indicate that the information is confidential and should be so treated by the third party. Before the Close of Escrow, no press release or other public disclosure may be made by either party or any of its agents concerning this transaction without the other party's prior written consent.

(n) Delivery of Quitclaim Deed on Termination. In the event Buyer elects not to proceed with the purchase of the Property or fails in any way to complete the purchase of the Property for any reason other than Seller's default, Buyer agrees to execute, acknowledge and deliver to Seller within ten (10) days of Seller's request a quitclaim deed (or any other documents required by a title company) so as to remove any cloud on title caused by the recording of the memorandum referred to in paragraph 3 (e) of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BUYER:

LEWIS/PIPGRAS, INC.,
a California corporation

By: Frank Pipp

Name: FRANK PIPGRAS

Its: President.

SELLER:

PLYMOUTH EMPIRE PROPERTIES, INC.,
a California corporation

By: Carol Lynn Emerson

Name: CAROL LYNN EMERSON

Its: VICE PRESIDENT

Acceptance by Escrow Holder:

Placer Title Company hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder

Dated: Nov. 15, 2006

PLACER TITLE COMPANY

By: Jenny Fjeld

Name: Jenny Fjeld

Its: Commercial Escrow officer

EXHIBIT A

LEGAL DESCRIPTION OF THE 5 LOT PARCEL

APN Numbers

008-070-043

008-070-044

008-070-045

008-070-046

008-070-047

Legal description to be attached during the Contingency Period.

EXHIBIT B

LEGAL DESCRIPTION OF THE OPTION PARCEL

APN Numbers

010-150-009-000
010-150-006-000
010-120-001-000
010-120-002-000
010-150-013-000
010-150-018-000
008-070-022-000
010-150-003-000
010-150-008-000
010-120-008-000
010-150-011-000
010-150-007-000
010-150-012-000
010-093-001-000
010-143-004-000
010-150-005-000
010-120-004-000
010-150-004-000
010-093-005-000
010-113-001-000
010-112-001-000
010-150-016-000

Legal description to be attached during the Contingency Period.

EXHIBIT C

PROMISSORY NOTE

PROMISSORY NOTE

\$1,072,000.00 _____, 2006

For value received, the undersigned, Lewis/Pipgras, Inc., a California corporation (the "**Borrower**"), jointly and severally promise to pay to the order of Plymouth Empire Properties, Inc., a California corporation (the "**Holder**") at P.O. Box 112, Martell, CA 95654 or such other place as the Holder hereof may designate by written notice to the Borrower, the principal sum of ONE MILLION SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$1,072,000.00), together with interest thereon at the rate of seven percent (7%) per annum on the principal balance from time to time outstanding.

Commencing thirty (30) days after the first date referenced above, and every thirtieth (30th) day thereafter until the Maturity Date, Borrower shall make interest and principal payment of Seven Thousand Five Hundred Seventy-Six and 67/100ths Dollars (\$7,576.67). If any payment of principal or interest on this Note is due on a day that is not a Business Day, such payment shall be due on the next succeeding Business Day, and such extension of time shall be included for the purpose of calculating the amount payable on such succeeding Business Day. "Business Day" means any day other than a Saturday, Sunday or other day on which banks in the State of California are authorized or required by law to close.

The principal amount and all accrued but unpaid interest shall be due and payable on the fifth (5th) anniversary of the first date set forth above (the "**Maturity Date**").

This Note may be prepaid, in whole or in part, at any time and from time to time without premium or penalty; provided, however, that all prepayments are first applied to any accrued but unpaid interest and then to principal due hereunder.

In the event of any default in the payment of principal and/or interest when due hereunder or upon the occurrence of any event of default under the terms of the Deed of Trust or any other agreement securing this Note, then the entire principal balance plus accrued interest thereon shall, at the option of the Holder, become immediately due and payable without notice.

Interest shall accrue on all overdue principal and installments of interest from the date due, whether by acceleration or otherwise, at a rate which is five percent (5%) per annum above the interest rate otherwise in effect hereunder.

No delay or omission on the part of the Holder in the exercise of any right hereunder or under any agreement securing this Note shall operate as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion

Performance of this Note is secured by a security interest in the collateral identified in a deed of trust between Holder and the Borrower dated as of even date herewith (the "**Deed of Trust**"). The sole and exclusive recourse for breach of this Note shall be enforcing Holder's rights hereunder and under the Deed of Trust, provided that Holder shall also be entitled to recover the reasonable costs of such collection and enforcement, including reasonable attorney's fees.

Except as is provided for in the Release Agreement attached to the Deed of Trust, in the event that all or any part of the described in the Deed of Trust, or any interest in such Property, is sold, agreed to be sold, conveyed, transferred, disposed of, further encumbered, or alienated by Trustor, or by the operation of law or otherwise, without the prior written consent of Beneficiary, all sums due under this Note, at the option of Beneficiary, immediately become due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

The Borrower hereby waives demand, presentment for payment, and any and all notices of protest, default, nonpayment, or dishonor of this Note and hereby consent to any and all extensions of time for the payment or renewal hereof.

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of California. In the event any provision hereof is in conflict with any statute or rule of law in the State of California or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed severable from, or enforceable to the maximum extent permitted by law, as the case may be, and the same shall not invalidate any other provisions hereof.

BORROWER:

LEWIS/PIPGRAS, INC.,
a California corporation

By: _____

Name: _____

Its: _____

EXHIBIT D

DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Plymouth Empire Properties, Inc.
P.O. Box 112
Martell, CA 95654
Attention: Carol Lynn Emerson

DEED OF TRUST

WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made _____, 2007, between LEWIS/PIPGRAS, INC., a California corporation, herein called TRUSTOR, whose address is 1601 Response Road, Suite 190, Sacramento, CA 95815, PLACER TITLE COMPANY, herein called TRUSTEE, and PLYMOUTH EMPIRE PROPERTIES, INC., a California corporation, herein called BENEFICIARY.

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in Amador County, California, described more particularly on Exhibit A attached hereto, together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of ONE MILLION SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$1,072,000.00) with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain

Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379
Alpine	3	130-31	Lake	437	110	Flumes	166	1307
Amador	133	438	Lassen	192	367	Riverside	3778	347
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615
Calveras	185	338	Madera	911	136	San Benito	300	405
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607
Inyo	165	672	Nevada	363	94	Shasta	800	633
Kern	3756	690	Orange	7182	18	San Diego Series 5 Book 1964, Page	149774	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are preprinted on the following pages hereof and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

Except as is provided for in the Release Agreement attached to this Deed of Trust, in the event that all or any part of the Property, or any interest in the Property, is sold, agreed to be sold, conveyed, transferred, disposed of, further encumbered, or alienated by Trustor, or by the operation of law or otherwise, without the prior written consent of Beneficiary, all sums secured by this Deed of Trust shall, at the option of Beneficiary, immediately become due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

TRUSTOR:

LEWIS/PIPGRAS, INC.,
a California corporation

By: _____

Name: _____

Its: _____

RIDER TO DEED OF TRUST

RELEASE PRICE AGREEMENT

This Release Price Agreement (this "Agreement") is made as of this _____ day of _____, 2007, by and between LEWIS/PIPGRAS, INC., a California corporation ("Borrower") and PLYMOUTH EMPIRE PROPERTIES, INC., a California corporation ("Lender").

Reference is made to that certain Deed of Trust with Assignment of Rents as Additional Security of even date herewith, executed by or on behalf of Borrower, as Trustor, in favor of Placer Title Company, as Trustee, for the benefit of Lender, as Beneficiary (the "Deed of Trust"). The Deed of Trust secures a certain promissory note of even date herewith in the original principal amount of \$1,072,000 (the "Loan") executed by Borrower in favor of Lender (the "Note"). The real property encumbered by the Deed of Trust is referred to herein as the "Property." This Agreement, the Note, the Deed of Trust, and all other agreements, instruments and documents (together with amendments, supplements and replacements thereto) now or hereafter executed and delivered to Lender in connection with the Loan are referred to herein as the "Loan Documents." Capitalized terms used herein without definition shall have the respective meanings given to them in the Loan Documents.

Notwithstanding anything to the contrary in the Deed of Trust or any other Loan Document, Borrower may obtain the partial reconveyance and release (the "Release") of a portion or portions of the Property (the "Release Parcel") from the lien or charge of the Deed of Trust, provided the following conditions shall have been satisfied:

1. At the time of Lender's receipt of a written request from Borrower for a Release, and at the time of the Release, no event of default shall have occurred and be continuing.
2. Lender shall have received satisfactory evidence that the Release Parcel comprises a legal lot in compliance with all applicable subdivision and zoning laws and/or that the remaining Property will remain a contiguous parcel.
3. Lender shall have received, in United States currency and immediately available funds, one hundred twenty percent (120%) of the pro rata amount of the Loan allocated to the Release Parcel based on a ratio, the numerator of which is the gross acreage of the Release Parcel and the denominator of which is the gross acreage of the Property. Such funds will be applied to reduce the outstanding principal balance of the Loan. Notwithstanding anything to the contrary in the Note or any other Loan Document, no prepayment fee shall be due in connection with the sale of a Release Parcel.
4. No acceptance of any payment or issuance of any partial reconveyance by Lender shall affect Borrower's obligation to repay all amounts owing under the Loan Documents. No such payment shall reduce any subsequent installments required under the Loan Documents.

5. Except as expressly modified herein, all of the terms, covenants and provisions of the Loan Documents shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which, together, shall constitute one and the same instrument.

BORROWER:

LEWIS/PIPGRAS, INC.,
a California corporation

By: _____

Name: _____

Its: _____

LENDER:

PLYMOUTH EMPIRE PROPERTIES, INC., a
California corporation

By: _____

Name: _____

Its: _____

EXHIBIT E

GENERAL ASSIGNMENT

This General Assignment ("**Assignment**") is entered as of _____, 2007, between LEWIS/PIPGRAS, INC., a California corporation ("**Assignee**"), and PLYMOUTH EMPIRE PROPERTIES, INC., a California corporation ("**Assignor**").

Recitals

A. Assignor and Assignee have entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions ("**Agreement**") dated as of _____, 2006.

B. Assignor has agreed to assign to Assignee all of Assignor's rights in all warranties, guaranties, licenses, permits, plans, maps, name rights, and other documents and instruments pertaining to the property (collectively, the "**Assigned Items**") being purchased by Assignor from Assignee on the date hereof (the "**Property**").

C. This Assignment is executed to effectuate the transfer to Assignee of all of Assignor's rights, title and interest in and to the Assigned Items.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor assigns all of Assignor's right, title and interest (to the extent assignable) in all governmental permits or licenses, agreements, utility contracts, service contracts, maintenance contracts, operating contracts, and all other documents and instruments pertaining to the Property, and all plans, maps, name rights, or other intangible property now or in the future owned by Assignor in connection with the Property or any improvements or personal property located on the Property or other rights relating to the ownership, use or operation of the Property (collectively, the "**Assigned Agreements**").

2. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that (a) Assignor has the right, power and authority to assign and delegate to Assignee its rights, title, interest and obligations in, to and under the Warranties and Guaranties and the Assigned Agreements; (b) the Warranties and Guaranties and the Assigned Agreements are valid and enforceable; and (c) Assignor is not in default under any of the Warranties and Guaranties or the Assigned Agreements and knows of no default by any other party with respect thereto.

3. Indemnity. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every

kind and nature whatsoever, including, without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Warranties and Guaranties and the Assigned Agreements, arising prior to the Close of Escrow, as defined in the Agreement.

4. Covenants of Further Assurances. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

ASSIGNEE:

LEWIS/PIPGRAS, INC.,
a California corporation

By: _____

Name: _____

Its: _____

ASSIGNOR:

PLYMOUTH EMPIRE PROPERTIES, INC.,
a California corporation

By: _____

Name: _____

Its: _____

EXHIBIT F

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Plymouth Empire Properties, Inc.
P.O. Box 112
Martell, CA 95654
Attention: Carol Lynn Emerson

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

THIS MEMORANDUM OF AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this "**Memorandum**") is made as of the date of the Agreement, as defined below, by and between Plymouth Empire Properties, Inc., a California corporation ("**Seller**") and Lewis-Pigras, Inc., a California corporation ("**Buyer**"). Seller and Buyer are collectively referred to as "**parties**" or individually as a "**party**."

1. Seller currently is the owner of real property located in the County of Amador (the "**County**"), State of California, and more particularly described in Exhibit "A," attached hereto and incorporated herein (the "**Real Property**").
2. As used herein, the "**Property**" includes the Real Property described in Exhibit "A," and all of Seller's right, title and interest in and to all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances which belong to or appertain to the Property and/or are owned by Seller, including, without limitation, all improvements, rights to all minerals, oil, gas and other hydrocarbon substances on and under each such Parcels, as well as all development rights, air rights, water, water rights and water stock, if any, relating to the Property.
3. Seller has agreed to sell and Buyer has agreed to purchase the Property upon the terms and conditions contained in that Agreement of Purchase and Sale and Joint Escrow Instructions dated as of October____, 2006 (the "**Agreement**").
4. Subject to the satisfaction of or waiver of the conditions to closing in the Agreement, the Close of Escrow will occur, if at all, by no later than _____.
5. This Memorandum may be signed by the parties in different counterparts and the signature pages combined shall create a document binding on all parties.
6. This Memorandum is signed and recorded to give notice of the Agreement and is in no way intended to modify or supersede the Agreement and, if there is a conflict between this Memorandum and the Agreement, the Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date of the Agreement.

BUYER:

LEWIS/PIPGRAS, INC.,
a California corporation

By: _____

Name: _____

Its: _____

SELLER:

PLYMOUTH EMPIRE PROPERTIES, INC.,
a California corporation

By: _____

Name: _____

Its: _____