NEXT PAGES ARE (LOI) LETTER OF INTENT
DATED JANUARY 2013
AS ON FILE WITH SEC
Letter Of Intent

This 8th day of January 2013 Buyer presents this letter of intent to enter into an agreement to purchase

This letter of Intent is by and between Buyer, Ameeva Metro, Inc. ("AM") as the instigator of Ameeva and Seller; Jewel a Real Estate 1986 Master, L.L.P. ("Jewel") on the following basis:

And Seller, Buyer AM hereby the Master address at 3604 East Market Street 2nd Ave York Pa. 17402 And that buyer has speed rail facilities present in the Master address

P.O. Box 1154 Red Land pa 17356

Sellers; Jewel having the Master address at P.O. Box 1154 Red Land pa 17356

BACKGROUNDBased a Real 36 East Market 1986 Master, L.L.P. in consisted of Shifl Mithani (CEO of the Ameeva Metro) his daughter Sarah Ameeva Mithani and has now jewel market. Partnership was established in 1986 and has been an active partnership. Ameeva Mithani was founded by Shifl Mithani in April 2010 and in June 2013 merged with T-Max and transported the page company to the June 2014 merger seen, Ameeva Metro merged the merger. Jewel, Speed Rail Facilities Providers, Inc. A subsidiary company was founded by Shifl Mithani, CEO of the Ameeva Metro.

1. Agreement L.O.I. This agreement L.O.I is the direct allocation of the Ameeva Metro agreement with the Speed Rail Facilities Providers, Inc. during April 2010.

2. Project Description: The project will involve construction of a single-track, elevated commuter rail and roadway system connecting single-mass transit to the distribution facility. The transportation will be provided by the Ameeva Metro.

3. Property: The property is located on approximately 2.41 acres at 3604 East Market Street, York, PA. The property is currently vacant and is suitable for the project.

4. Phase 1: The first phase will include the construction of the infrastructure, including the building of the 8,000 square foot parking garage.

Phase 2: The second phase will include the construction of the railroad tracks.

Phase 3: The third phase will include the installation of the transportation system.

The "Property" shall consist of an 116-acre piece of land adjacent to and in the same property (the "Land") by any improvements on the Land (as of

http://www.sec.gov/Archives/edgar/data/1334155/000124970513034700/x347621 exhibiting-1_247/2014
3. If acquisition notice is given, Buyer is willing to provide the following purchase price plus the deposit for the Land:

Purchase Price: $500,000
Deposit: $50,000

In addition, Buyer will contribute for and bear the cost of improvements to the land, including the installation of a water line for the property.

3.1 Additional matters: Additional matters to be provided by owners include:

- Development: Existing developments in the area
- Titling: Clear title to the property
- Zoning: Compliance with zoning regulations

4. Undertakings: It is understood that the property is subject to the following undertakings:

- Reserve price: $500,000
- Interest rate: 5%

Please provide a description of the undertakings that will be undertaken to ensure full compliance with all legal requirements.

5. Escrow: The escrow agreement will include the following steps:

- Deposit: $50,000
- Closing: 30 days from acceptance

Please confirm the following details:

- Property description
- Legal description
- Boundary lines

6. Additional information: Additional information includes:

- Existing structures: Description and condition
- Utilities: Existing utilities

Please provide an updated list of all potential buyers interested in the Property.

satisfy the proceeds thereof for the Benefit of the Buyer to the extent necessary to cover all costs, fees, and expenses incurred in connection with the Transaction. The Buyer, Seller, and any other party to the Transaction shall cooperate in such manner as to effectuate the Transaction. The Buyer, Seller, and any other party to the Transaction shall cooperate in such manner as to effectuate the Transaction.

9. Transaction Date:
The Transaction Date shall be set by mutual agreement of the parties, subject to the conditions set forth in Paragraph 3. The Buyer and Seller shall cooperate in the timely preparation and execution of all documents necessary to effectuate the Transaction. The Transaction shall be consummated on the Transaction Date in accordance with the terms of this Agreement.

10. Governing Law:
This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Illinois. The parties hereby submit to the exclusive jurisdiction and venue of the courts of the State of Illinois for the resolution of any disputes arising out of or relating to this Agreement.
Bank Due

To

SEC

Formatting
10. Buyer's Due Diligence. During the Due Diligence Period, Buyer and Buyer's representatives shall have the right, at reasonable times, and upon prior notice to Seller, to enter the Property at Buyer's sole cost. As provided in Section 9 above, during the Due Diligence Period, Buyer shall be entitled to coordinate directly with governmental authorities and any other parties having jurisdiction over the Property, in connection with Buyer's proposed purchase, operations and potential future development of the Property.

11. Termination. Buyer shall have an additional period beginning upon the occurrence of the Due Diligence Period ('Extended Period') in which to obtain satisfactory evidences of the governmental approvals and any other permits having jurisdiction over the Property for the development of single-family residences, including, without limitation, the Property ('Project'). If no evidences acceptable to Buyer shall be obtained by the 'Termination Date' in the event that Buyer determines that the evidenced evidences are not acceptable to Buyer, or if the City determines that Buyer shall have the right to terminate the Purchase Agreement upon the occurrence of the Extension Period. The Extension Period shall begin upon the latest of: (a) the date approved by the City of the Extension (b) a date selected by Buyer to terminate the Purchase Agreement by notice given to Seller following the occurrence of the Extension Period, but not later than the date of the Extension Application. If the City does not approve the Extension Application, Buyer may terminate the Purchase Agreement by notice given to Seller. Seller shall, to the extent required by the City, execute any agreements that may be required by the City for the Extension of the Property as a condition to such filings.

12. Termination. In the event that the Purchase Agreement is terminated prior to expiration of the Purchase Period, the Earnest Money Deposit, together with all interest earned, shall be returned to Buyer. Upon termination of the Purchase Agreement, the Earnest Money Deposit shall become non-refundable.
reimbursed to Buyer ( shall be solely at Seller's sole risk, if they fail to satisfy the closing conditions) and shall be fully applicable to the Purchase Price.

13. Closing.

Please provide detailed plans for the sale to Seller. Buyer aims to operate the building 24 hours per day, 7 days per week. Seller shall represent that the current tenant permits the intended hours of operation and does not have material occupancy restrictions.

14. Purchase Agreement.

Following delivery of an accepted offer to Buyer, Buyer shall prepare a Purchase and Sale Agreement (Purchase Agreement) for execution by Seller and Buyer. The Purchase Agreement will incorporate the terms of this letter and further details shall be subject to a due diligence process. The Purchase Agreement shall be subject to execution of the Buyer's due diligence and will be executed at the closing date and time.

On or before the Closing Date, Buyer shall deposit with the Title Company such immediately available funds as Closing Payment, in the amount equal to the Purchase Price less the amount of the Earnest Money Deposit and all earnest money deposits. The Closing Payment shall be subject to adjustment for the Buyer's share of prorations and other adjustments to the amount of Paragraph 9 below.

That transaction shall close within thirty (30) business days after the expiration of the Entitlement Period of Closing Date.

15. Title.

On the Closing Date, Seller shall deliver to Buyer an ALTA Extended Policy of Title Insurance with endorsements as Buyer shall reasonably request issued by the Title Company (Title Policy). The Title Policy shall provide Buyer in the amount of the Purchase Price that Seller to the Property is vested in the Buyer, subject to only those exceptions which Buyer approves during the Due Diligence Period.


Seller, at Closing, shall deliver to Buyer, in addition to the purchase price of the Property, any and all documents, in escrow, including (i) a fully executed and recordable purchase and sale agreement with the Buyer; (ii) an assignment of the Seller's share of insurance and (iii) all security and sales contracts and similar items.

Section 1. Title: Seller shall pay (a) the incremental balance of the
previously charged Title Policy fee, which Seller is not responsible for, (b) one-
half (1/2) of the recording fees and document preparation fees, (c) one-
half (1/2) of any escrow fees charged by the Title Company, and (d) Buyer's share of: broker fee, property taxes (including, without limitation, land and taxes) will be prorated as of 12:00 pm on the day preceding the Closing Date.

19. Brokerage: (NONE) represents Buyer and in this transaction. Seller shall be responsible for paying (Broker Name: NONE) for the usual Brokerage Fee per separate agreement.

20. Confidentiality: The terms of this transaction shall be kept strictly confidential by Seller and Buyer, unless in Seller's or Buyer's opinion, as writing to the release by the other party of any confidential or otherwise, as release of such information is required under any applicable law, regulation or requirement of a court of the United States. Seller acknowledges the following is intended to be released to the above-mentioned lenders and other potential lenders or investors involved with the parties:

Buyer and Seller acknowledge that this proposed sale is not a contract and is intended solely for the purposes of a Purchase Agreement or Loan. The terms and conditions of this sale shall be binding upon Seller or Seller, until such time as the Purchase Agreement and related documents have been approved and both executed by both Buyer and Seller.

**SIGNATURE PAGE TO FOLLOW**
SIGNATURE PAGE FOR

This 26th day of January, 2016, West presents this letter of intent to sell having the execution Date of 7th day of February at 9:00 pm.

This letter of intent is by and between Buyer Asset Mgmt, Inc. ("Buyer") on its own behalf as Assignor and Seller Jelliff's Real Estate 1031 Master L.L.P. ("Sellers") on its own behalf as Assignee.

And Seller Jelliff's Real Estate 1031 Master L.L.P. having the mailing address of 6030 East Market streets 2nd Street York Pa 17404. And that Buyer Ha Speed and Company, Inc having the mailing address of P.O. Box 113 Real Estate P.O. Box 17358.

Accepted for all purposes.

As to Buyer:

Buyer Asset Mgmt, Inc.

BY: __________________________ DATE: __________

As:

Seller:

Sellers: Jelliff's Real Estate 1031 Master L.L.P.

BY: __________________________ DATE: __________

AS to end user:

Ha Speed and Company, Inc.

BY: __________________________ DATE: __________

Property and phases description

Sites known as:

Phase I (1)
1) Kruse farm 98 acres
2) Bobs farm 110 acres
3) Gordon farm 107 acres
4) Wattenbottom 18 acres
5) Guido group 146 acres

PHASE I TOTAL ACREAGE 542

Phase II (2)
Apache limits 500 acres
Martin land holding 70 acres

PHASE II TOTAL 570 ACRES

Phase III (3)
Myers farm 126 acres
Martin farm 222 acres
High associates 88 ACRES

PHASE III TOTAL 430 ACREAGE

Phase IV (4)
P & G site 90 acres

180 acres

PHASE IV TOTAL 460 ACREAGE

Phase V (5)
Stump farm 90 acres
Glendace farm 370 acres

PHASE V (5) TOTAL 460 ACREAGE
Total purchase price $812,350,000.

**TOTAL 2.221 ACREAGE**

The Initial and subsequent settlement of this transaction:

1) **Closing of phase I**: Initial Closing date on or before but no later than 270 days after signing of this agreement purchase price $189,700,000 at closing of phase I, HSRFP will buy phase I from AM. Subject to Jewels mortgage.

2) **Closing of phase II**: on or before 180 days after the initial settlement purchase price at closing of phase II (2) in the amount $199,300,000. HSRFP will buy phase II from AM. Subject to Jewels mortgage.

3) **Closing of phase III**: on or before 180 days after the Phase II settlement purchase price at closing of phase III (3) in the amount $171,500,000. HSRFP will buy phase III from AM. Subject to Jewels mortgage.

4) **Closing of phase IV**: on or before 180 days after the Phase III settlement. The purchase price at closing of phase IV (4) in the amount $91,000,000. HSRFP will buy phase IV from AM. Subject to Jewels mortgage.

5) **Closing of phase V**: on or before 180 days after the Phase IV settlement. The purchase price at closing of phase V (5) in the amount $161,550,000. HSRFP will buy phase V from AM. Subject to Jewels mortgage.
LAND PURCHASE AGREEMENT

This land purchase agreement (the "Agreement") is made and entered into as of the 26th day of November 2013, by and between Buyer Ameri Metco, Inc. ("AM") or its successor or assign’s:

And Seller, Jewel’s Real Estate 1086 Master LLP. (Jewel) (EQUITABLE owner) or its successor or assign’s:

And final buyer/End-user:

Hi Speed rail facilities provider, Inc.

Address:

Buyer AM:
Having the Mailing address of
3030 East Market street 2nd floor York Pa.
17402

And final buyer:

Hi Speed rail facilities provider, Inc.
Having the Mailing address of
P.O. Box 124 Red Lion pa 17356

Seller, Jewel:
Having the Mailing address of
P.O. Box 163 Red Lion pa 17356

WITNESSETH:

WHEREAS, the Seller is the fee simple EQUITABLE owner of that certain parcel located


each county referred to herein is marked Exhibit "A" attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the Real Property located at Cumberland county Pennsylvania, Franklin county, Pennsylvania, York county, Pennsylvania, identified by the attached exhibit "A";

WHEREAS, the Seller is desirous of selling, transferring and conveying the Real Property the (the Real Property, hereinafter collectively referred to as the "Property") to the Purchaser and the Purchaser is desirous of purchasing and acquiring the Property from the Seller, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00), cash in hand paid, and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Seller and the Purchaser, intending to be legally bound hereby, do hereby agree as follows:

The Purchase Price. The purchase price for the Property shall be the "AM" offers, $350,000 per acre for phase #1 this will include all on site horizontal improvements. In addition "AM" will contribute operating portion towards the off site improvement in the amount of Twenty Million dollars ($20,000,000.00). As to any subsequent price per Phase will have the baseline at $350,000 per acre including, on site horizontal improvements and contribute operating portion towards the off site improvements plus 2 percent over the cost of inflation, as adjusted in accordance with the provisions of Paragraph 8 hereof (the "Purchase Price"). The Purchase Price shall be paid in the form of cash or other immediately available funds paid on the Settlement Date. This contract is contingent upon the Purchaser receiving financing from their lender.

2. Deposit

Per the letter of intent dated this day of January 2013 paragraph 2 company is unable to meet the deposit requirements. Company was to deposit
*2. Earnest Money: Buyer shall deposit the aggregate sum of two Hundred Thousand Dollars ($200,000) with the Title Company has defined below as an earnest money deposit ("Earnest Money Deposit"), as follows:
$100,000 within five (5) business day following the mutual execution of the Purchase Agreement.
$100,000 within five (5) business day following expiration of the "Entitlement Period"

2.2 Deposit Monument: COMPANY IS UNABLE TO MEET THE DEPOSIT REQUIREMENTS THEREFORE NEW DEPOSIT IS Upon the execution of this Agreement by the Seller and the Purchaser, the Purchaser shall deliver to seller on November 26, 2013 (Joseph, 333, 333 C Shares of Ameri Metals, Inc. in the amount of And 10,000,000 shares on march 30th 2014 (the "Deposit").
3. **Settlement**

(A) The settlement of the transaction contemplated by this Agreement (the “Settlement”) shall occur (the “Settlement Date”) no later than 30 days from the date of this agreement. If, however, the Purchaser shall not have closed by the Settlement Date, then the Seller, at its option, agree to extend the Settlement Date for an equal to the amount of deposit paid under Section 2.1 of this agreement, date for a period of no more than 30 days (the “Extended Settlement Date”) from the expiration of the Settlement Date in order for the Purchaser to close.

(B) Settlement shall take place at the offices of the Settlement Agent (hereinafter defined) or at such other mutually convenient place as agreed to between the Seller and the Purchaser. The date for the Settlement is of the essence with respect to this Agreement.

4. **Title to the Property**. On the Settlement Date, the Seller shall convey fee simple title to the Property to the Purchaser free and clear of all lien, claims and encumbrances, other than those easements, restrictions and rights of use which are of record as of the date of this Agreement and acceptable to Purchaser. The Purchaser shall order and receive its title report within thirty (30) days after the date of this Agreement and, upon the Purchaser’s receipt thereof, the Purchaser shall provide the Seller with a copy thereof showing all easements and restrictions of record. Title to the Property shall be good and marketable and such as will be insured at regular rates, without exception other than those easements, restrictions and exceptions to title which exist as of the date of this Agreement and reasonably acceptable to Purchaser (collectively, the “Permitted Exceptions”) and title shall be insurable by a reputable title insurance company of the Purchaser’s choice which is licensed to do business in the Commonwealth of Pennsylvania. In the event that the Seller is unable to convey good and marketable title to the Property subject only to the Permitted Exceptions, the Purchaser shall have the option of (A) taking such title as the Seller can convey without an abatement of the Purchase Price, or (B) declining this Agreement and not to proceed, whereupon the Escrow Agent shall return the Deposit to the Purchaser and, thereafter, both parties shall be relieved of any further liability under the Agreement. Each of the Seller and the Purchaser agree to execute and deliver to the title company conducting the Settlement (the “Settlement Agent”) at Settlement such documentation, if any, as the Settlement Agent shall reasonably require to evidence that the execution of the transactions contemplated hereby have been duly authorized, including, without limitation, the Purchaser or Partner, as the case may be, and the Owner’s and Purchaser’s Affiliates required by the Settlement Agent, if any. The Parties hereto agree that Settlement shall occur in Adams County, Pennsylvania.

5. **Actions to be Taken at Settlement**

(B) On the Settlement Date, the Seller shall deliver to the Settlement Agent.
a good and sufficient Special Warranty Deed conveying fee simple title to the Property to the Purchaser as required by this Agreement (the "Deed");

(b) an Assignment of the Leases in the form attached hereto and marked Exhibit "C" to the Purchaser (the "Assignment of Leases");

(c) a Tenant Estoppel Certificate reasonably acceptable to the Purchaser in the form attached hereto and marked Exhibit "C" to the Purchaser, (the "Tenant Estoppel Certificate");

(d) all other items required to be delivered by the Seller under this Agreement.

5. Settlement Costs. Current charges for water, sewer and all other utility services to the Property and all taxes under the Leases shall be apportioned pro-rata between the Seller and the Purchaser as of the Settlement Date. The Seller and the Purchaser shall each pay one-half (1/2) of the realty transfer tax and all other state and local real estate transfer taxes shall be divided equally between the Seller and the Purchaser on the Settlement Date. The Purchaser shall be solely responsible for the costs of obtaining the Title Commitment and the title insurance policy thereunder. The Seller shall be responsible for the cost of preparing the Deed and the Bill of Sale. Each party shall be responsible for its own attorney's fees. All Real Property taxes shall be prorated as of a fiscal year basis. All utility services shall be transferred from the Seller to the Purchaser's name as of the Settlement Date or shall remain in the name(s) of any tenant(s) if such tenant(s) are responsible for the payment thereof. The security deposits under the Leases, if any, shall be transferred from the Seller to the Purchaser as of the Settlement Date.

7. Representations, Warranties and Covenants of the Seller. In order to induce the Purchaser to enter into this Agreement and to purchase the Property hereunder, the Seller hereby represents and warrants to, and covenants and agrees with, the Purchaser that, as of the date of this Agreement and as of the Settlement Date,

(a) To the Best of Seller's Knowledge, the Seller is the fee simple owner of the Property and has good and indefeasible title to the Property free and clear of all liens, claims and encumbrances, except for the Permitted Exceptions, and such title will be insured by a reputable title insurance company licensed to do business in the Commonwealth of Pennsylvania at regular rates.
The Seller has the full right, power and authority, and has taken all necessary action, to enter into this Agreement and to sell, transfer and convey the Property to the Purchaser as provided for under this Agreement and to carry out and fulfill its other obligations hereunder and the Seller has the absolute and sole right to sell the Property to the Purchaser without the consent or intervention of any court, agency or any other person or entity.

All rights or other liabilities of the Seller or any with respect to the Property which constitute or would constitute an encumbrance or lien against the Property upon the transfer of title to the Purchaser, will be paid and removed on the Settlement Date, and the Seller hereby unequivocally authorizes the Settlement Agent to withhold such amount from the Purchase Price as may be necessary to so pay and discharge any such encumbrance or lien as aforesaid.

To the best of the knowledge of Seller, the Real Property is fully and accurately described on Exhibit "A" attached hereto and made a part hereof.

The consummation of the transactions contemplated by this Agreement will not cause, or result in a breach of or constitute a default under, any provision of any indenture, mortgage, lease, agreement, contract, decree, judgment, order, regulation or any other restriction of any kind or character to which the Seller or the Property is subject at which the Seller or the Property is bound.

There are no outstanding leases, rental agreements or other leases or use or occupancy agreements of any nature affecting the Property other than those Leases as set forth on Exhibit "B" attached hereto and made a part hereof.

There are no outstanding service, maintenance or management agreements or other agreements affecting the Property, oral or written, which cannot be assigned or terminated by Purchaser, without cost or charge, upon thirty (30) days notice.

As of the Settlement Date, the Seller shall not have collected any prepaid rent except for the month during which the Settlement shall be held, or granted any rental allowances or concessions.

From and after the date hereof and until the Settlement, the Seller shall not amend or modify in any way the Leases or enter into any
new leases affecting the Property without prior written consent from Purchaser.

(I) From and after the date hereof and until the Settlement or earlier termination of this Agreement, the Seller shall keep and maintain the Property in the manner in which it is currently being maintained; and

(K) The Seller shall not remove from the Improvements or the Real Property any article included in the Personal Property.

(L) The Real Property, which is currently utilized as an industrial/ manufacturing and office facility, is a permitted use in the zoning district in which the Property is located and the Seller has obtained all necessary operating and occupancy permits to operate the Property as an INLAND PORT AND DISTRIBUTIONS CENTER industrial/manufacturing/office facility. The right to continue to operate as an industrial/manufacturing/office facility shall not expire on the sale of the Property to Purchaser.

(M) Contract is contingent on buyer obtaining financing and a satisfactory appraisal for the purchase of the property. In the event that financing is not secured by the buyer in writing by August 1st, 2008 the contract will be considered void and the deposit will be refunded to the buyer, unless parties agree in writing to extend the contract. Both parties agree that the parties will renegotiate the purchase price to match the appraisal value, in the event the appraisal value comes in less than the purchase price.

All of the representations and warranties of the Seller set forth in this Agreement are true and accurate as of the date of this Agreement and shall be true and accurate as, and as of, the Settlement Date with the same force and effect as if they had been again made by the Seller to the Purchaser on the Settlement Date and shall survive after the Settlement Date and shall not be merged into the Deed.

8. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Seller that, as of the date of this Agreement and as of the Settlement Date:

(A) If the Purchaser is PURCHASER, then the Purchaser has the absolute and sole right, power and authority to enter into this Agreement and to purchase and acquire the Property from the Seller as provided for under this Agreement and to consummate the transaction contemplated hereby and to execute any and all further documents as are necessary to complete the same.
9. Risk of Loss. The Seller shall be responsible for any loss or casualty to or of the Property until the delivery of the Deed or Settlement.

10. Damage to or Destruction of the Property. If prior to the Settlement Date, a significant portion of the Building shall be destroyed or damaged by fire or other casualty, then the Seller may elect either (i) to terminate this Agreement, whereupon the Deposit shall be refunded by the Escrow Agent to the Purchaser and, thereafter, both parties shall be released of all further liability under this Agreement, or (ii) to repair or reconstruct the Building to the condition in which it was in prior to the occurrence of such damage or destruction by fire or other casualty and, in such event, the parties shall be required to proceed with Settlement under this Agreement with no adjustment or reduction of the Purchase Price. Anything contained in this Agreement to the contrary notwithstanding, if it is necessary for the Seller to extend the Settlement Date, following any significant damage to, or the destruction of, the Building in order to repair or reconstruct the Building, then the Seller may elect to so extend the Settlement Date for a reasonable period of time by providing notice of such election to the Purchaser in order for the Seller to so repair or reconstruct the Building and, in such event, the Settlement Date shall be automatically so extended but in no event beyond 45 days past the Settlement Date. Notwithstanding the foregoing, if Purchaser and Seller agree, the Purchaser may elect to take an assignment of the Purchaser’s rights to the cost of repair of the Property or to an assignment from the Seller of any of the Seller’s rights to any such insurance proceeds to be received by the Seller with respect to any such damage or destruction of the Building prior to Settlement. In the event Seller shall be unable to reconstruct/repair the Building on or before the Extended Settlement Date, Purchaser shall be entitled to a return of the Deposit and to terminate this Agreement, whereupon this Agreement shall so terminate and thereafter, neither party shall have any further liability or obligations under this Agreement.

11. Condemnation of the Property. If, prior to the Settlement Date, any "material portion" of the Property shall be taken by condemnation or other eminent domain proceeding, the Purchaser shall have the option to (i) take title to the Property, as is, on the Settlement Date with an abatement of the Purchase Price equal to the amount of the eminent domain award or proceeds actually received by the Seller, or (ii) take title to the Property, as is, on the Settlement Date without an abatement of the Purchase Price and in such event, the Purchaser shall be entitled to the proceeds of any such condemnation or eminent domain proceeding, or an assignment from the Seller of all of its rights to such proceeds, as the case may be, in the event that there has been no award or payment made to the Seller as of the Settlement Date, or (iii) terminate this Agreement by providing notice thereof to the Seller whereupon the Escrow Agent shall return the Deposit to the Purchaser and, thereafter, both parties shall be released of all further liability and proceedings. For purposes of this Agreement, a "material portion" of the Property, for purposes of any such condemnation or other eminent domain proceeding, shall mean any such taking at (A) any portion of the Building which cannot be replaced by the Seller, or (B) the termination of access to the Property which cannot be replaced by the Seller with other reasonable access. A "material portion" of the Property shall be deemed to have been taken if a portion of the Real Property is taken which does not affect items (A) or (B) above and, in such event, the Purchaser shall not be entitled to terminate this Agreement and the Seller shall be entitled to retain any condemnation proceeds and there shall be no abatement of the Purchase Price with respect thereto.
12. **Seller's Rights on Default by the Purchaser.** In the event that the Seller is ready, willing, and able to perform under this Agreement and there is a default or breach by the Purchaser, or if the Purchaser fails or refuses to promptly settle the Settlement hereunder, then the Seller shall be entitled to terminate this Agreement and another Party shall have any further rights, obligations, liabilities or remedies under this Agreement. In the event of a termination by Seller as a result of Purchaser's default, breach, failure or refusal to proceed to Settlement, the Deposit shall be paid to Seller. This shall be the sole and exclusive remedy of Seller.

13. **Purchaser's Rights on Default by the Seller.** In the event that the Purchaser is ready, willing, and able to perform under this Agreement and there is a default or breach by the Seller, or if the Seller fails or refuses to promptly settle the Settlement hereunder, the Purchaser shall elect to institute an action for Specific Performance against Seller or be entitled to terminate this Agreement. In the event of a termination by Purchaser by reason of Seller's breach, default failure or refusal to proceed to Settlement, the Deposit shall be returned to Purchaser.

14. **Assignment.** The Purchaser shall have the right to assign this Agreement or its rights hereunder to any other entity controlled by Purchaser, without the prior written consent of the Seller.

15. **Broker.** The Seller and the Purchaser represent and warrant to one another that neither has dealt with any other broker, agent or finder in connection with the Property or the transaction contemplated by this Agreement.

16. **Notices.** All notices sent or required by this Agreement shall be in writing and shall be sent by registered or certified United States mail, postage prepaid, return receipt requested, or via overnight service, prepaid with written proof of delivery thereof, to the addresses of the parties as follows:

**To Seller:**

**To Purchaser:**
Any notice(s) given by one party to the other pursuant to this Paragraph 17 shall be deemed effectively given on that date which is ten (10) business days after the date any such notice(s) is/are postmarked provided that any such notice(s) is/are properly addressed and mailed as required under this Paragraph 17. Either party may change the address to which notice is to be sent to it by providing the other party with written notice of such change in accordance with the terms of this Paragraph.

17. Miscellaneous

(A) Word of Format Tender: Format tender of the executed Deed and the Purchase Price is hereby waived by the parties.

(B) Binding on Successors and Assigns: The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, if any.

(C) Title: Notice for Agreement as to any Mononuclear thereof shall be filed in any Real Property records office at any other municipal, county or state office.

(D) Governing Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

(E) Gender, Plural, Singular: Any reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires.

(F) Captions: The captions in this Agreement are for convenience and reference purposes only and shall not be deemed a part of or affect the interpretation of this Agreement.

(G) Partial Invalidity: If for any reason any paragraph or provision of this Agreement or the application thereof to any person, entity or circumstance shall be held to any extent to be invalid, unenforceable or contrary to any existing or future laws, then the remainder of the Agreement or the application of such paragraph or provision to persons, entities or circumstances other than those with respect to which it has been held invalid or unenforceable shall not be affected thereby and such paragraph and provision shall be valid and enforceable to the fullest extent permitted by law.
20. 1031 Exchange. The Seller agrees to execute any and all documents in order to allow Purchaser to effectuate a 1031 exchange if the Seller elects to do so, provided no additional liability is imposed upon Seller.

21. Due Diligence Period. Seller agrees to provide Purchaser thirty days from the date of this agreement as the Due Diligence period.

21.1 Review of Physical Condition. From time to time prior to the Settlement Date, Purchaser shall have the right to inspect the physical condition of the Property, improvements and Building, and make such engineering, environmental and other studies as Purchaser may elect. For purposes of conducting such inspections and studies, Seller agrees to provide Purchaser, its agents, employees, contractors and consultants full and complete access to the improvements at all reasonable times on business days during the Due Diligence Period upon at least twenty-four (24) hours prior written notice to Seller.

21.2 Right of Termination. If, after the inspection of the aforementioned materials and an inspection of the Property, the Purchaser is not satisfied, at Purchaser’s sole and absolute discretion, with the condition of the Property, or if Purchaser deems, in Purchaser’s sole and absolute discretion, the Property to be unsuitable for Purchaser’s purposes, then Purchaser may terminate this Agreement by giving written notice to Seller at any time prior to 5:00 p.m. Eastern Standard Time on the date which is the “Due Diligence Date” (the period from the date hereof through and including the Due Diligence Date is referred to as the “Due Diligence Period”). If Purchaser terminates this Agreement as aforesaid, (a) the Deposit shall be paid to Purchaser, (b) this Agreement shall become null and void and of no further force or effect, except for the obligation to pay the deposit to Purchaser, and (c) neither Purchaser nor Seller shall have any further liability or obligation to the other under this Agreement, except for the obligation to pay the Deposit to Purchaser.

Continued:

Signature page for November 26th 2018 Land Purchase Agreement AM, CHWEL, JSRIP
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal their names, the day and year written above.

As to Buyer:
Buyer: Amer Metex, Inc.
BY: __________________________ DATE: 8/22/13

As to Seller:
Seller: T Lumber Co.
BY: __________________________ DATE: 11/25/13

Witness:
Mr. Speed
BY: __________________________ DATE: 11/25/13
Property and phases description:

Sites known as:

Phase I(1)
1) Senate farm 98 acres
2) Hobey farm 110 acres
3) Gordon farm 107 acres
4) Walnut Bottom 38 acres
5) Guide group 146 acres

PHASE I TOTAL ACREAGE 542

Phase II(2)
Apache farm 500 acres
Martin land holding 70 acres

PHASE II(2) TOTAL 570 ACRES

Phase III(3)
Myers farm 136 acres
Martin farm 272 acres
High associates 88 ACRES

PHASE III TOTAL 596 ACREAGE

Phase IV(4)
P&C site 80 acres

PHASE IV TOTAL 260 ACREAGE

Phase V (5)
Stump farm 90 acres
Giandora farm 359 acres

PHASE V (5) TOTAL 469 ACREAGE
Total purchase price $812,550,000.

TOTAL 2,521. ACREAGE

The initial and subsequent settlement of this transaction

1) Closing of phase I (1): Initial Closing date on or before 180 days after signing of this agreement purchase price $189,700,000. At closing of phase I (1) seller JEWEL WILL HOLD MORTGAGE IN THE AMOUNT OF $72,700,000. The end buyer HSRFP will buy phase I from AM Subject to Jewels mortgage. PHASE I TOTAL ACREAGE 542

2) Closing of phase II (2): on or before 180 days after the Initial settlement purchase price at closing of phase II (2) in the amount $199,500,000. PHASE II TOTAL 570 ACRES. Seller JEWEL WILL HOLD MORTGAGE IN THE AMOUNT OF $75,000,000. The end buyer HSRFP will buy phase II from AM Subject to Jewels mortgage.

3) Closing of phase III (3): on or before 180 days after the Phase II settlement purchase price at closing of phase III (3) in the amount $171,500,000. PHASE III TOTAL 490 ACRES. Seller JEWEL WILL HOLD MORTGAGE IN THE AMOUNT OF $75,000,000. The end buyer HSRFP will buy phase III from AM Subject to Jewels mortgage.

4) Closing of phase IV (4): on or before 180 days after the Phase III settlement. The purchase price at closing of phase IV (4) in the amount $91,000,000. PHASE IV TOTAL 266 ACRES.

5) Closing of phase V (5): on or before 180 days after the Phase IV settlement. The purchase price at closing of phase V (5) in the amount $164,150,000. PHASE V TOTAL 469 ACREAGE.
Credits towards purchase price

Seller shall provide Credits towards purchase price in the amount equal to $2.75 per shares for the deposit made on or before on November 26, 2013 to seller (1,000,000) C Shares of Ameri Metco, Inc., in the amount of $1,249,998.75

And Seller shall provide Credits towards purchase price in the amount equal to $4.00 per shares for the deposit 10,000,000 C shares at shares price of $4.00 per shares for the deposit made on or before March 30th, 2014, in the amount of $40,000,000.

Credits towards purchase price at initial closing of phase I (1): In the amount of $1,249,998.75

Credits towards purchase price at closing of phase II (2): $10,000,000

Credits towards purchase price at closing of phase III (3): $10,000,000

Credits towards purchase price at closing of phase IV (4): $10,000,000

Credits towards purchase price at closing of phase V (5): $10,000,000
EXHIBIT C

TO BE ENTERED AT LATER DATE.