

AGREEMENT TO ASSIGN CONTRACT FOR SALE AND PURCHASE

This Agreement dated on **16 Sep 2022** is made between **RVG CAPITAL GROUP INC.** (ASSIGNOR) and **RVG CAPITAL GROUP INC.** (ASSIGNEE), regarding the property known as **160 Broadway, New York, NY 10038, USA** (SUBJECT PROPERTY).

WHEREAS, **RVG CAPITAL GROUP INC.** (ASSIGNOR) entered into a Purchase and Sale Agreement dated on **14 Sep 2022** with **360 ST Dev Team** (SELLER) for the purchase of the SUBJECT PROPERTY, and whereas ASSIGNOR wishes to assign its rights and interest in the Purchase and Sales Agreement, it is hereby agreed between ASSIGNOR and ASSIGNEE, as follows:

1. **Purchase Price.** FOR VALUABLE CONSIDERATION in the gross amount of **\$ 4000** (*which amount shall include the sales price in the original purchase contract in the underlying Purchase Agreement, as defined below*), the sufficiency of which is acknowledged, ASSIGNOR hereby assigns to ASSIGNEE, all of Assignor's right, title, and interest in and to the Purchase and Sale Agreement dated **22 Sep 2022** between SELLERS(S) and **Tim David From Dev Team** as Buyer (the "Purchase Agreement").
2. **Earnest Money Down Payment.** ASSIGNEE shall deposit with **RVG CAPITAL GROUP INC., 160 Broadway, New York, NY 10038, USA, +18625913074** via wire transfer or official check the amount of **\$ 1000** U.S. Dollars of the Assignment Fee within 24 business hours from the Execution of this Assignment or no later than **17 Sep 2022**. The Down Payment is refundable only if the Seller does not perform by not providing a free and clear title. This ASSIGNEE Down Payment will take the place of the ASSIGNOR's that was originally deposited.
3. **Closing Date.** Closing is to take place on or before **25 Sep 2022**.
4. **Contract for Sale and Purchase Acknowledgment.** ASSIGNEE accepts all terms and buying conditions of the original Contract for Purchase and Sale dated **22 Sep 2022**, in its entirety including all addendum associated with this transaction.
5. **Hold Harmless.** ASSIGNOR shall not be held responsible for the performance of the

ASSIGNEE and shall further be held harmless for any other circumstances arising from or in connection with the SUBJECT PROPERTY or the Purchase and Sales Agreement.

6. **Ownership and Property Access Acknowledgement.** At the time of this Agreement, ASSIGNOR owns a contract for Purchase and Sale of SUBJECT PROPERTY. ASSIGNOR does not own title to the SUBJECT PROPERTY. ASSIGNOR and affiliated associates do not authorize ASSIGNEE to enter onto the SUBJECT PROPERTY without consent from SELLER(S). ASSIGNEE holds ASSIGNOR and associated affiliates harmless from liability arising from ASSIGNEE entering onto the SUBJECT PROPERTY.

7. **Limitation of Assignment.** It is hereby acknowledged by ASSIGNEE that this Agreement to Assign Contract for Sale and Purchase of the Original Contract for Sale and Purchase is not assignable by ASSIGNEE without the express written authorization of ASSIGNOR, authorization of which may be withheld for any reason by ASSIGNOR.

8. **Additional Disclosures and Acknowledgement.**

- **Inspection Report and Subject Property Condition.** ASSIGNOR and affiliated associates make no warranty express or implied regarding inspection reports, subject property condition or value or other reports provided to ASSIGNEE by ASSIGNOR or third parties concerning this property. ASSIGNEE is advised to independently verify the accuracy of all information contained in reports concerning this property.
- **Entire Agreement.** This Agreement constitutes the entire agreement, and no modification of this Agreement shall be binding unless signed by the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto.

9. **Other Provisions.**

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10. **Additional Terms and Conditions of this Agreement are as follows:**

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AGREED AND ACCEPTED:

RVG CAPITAL GROUP INC.

Tim David From Dev Team

Date:_____

RAYMOND GUARINO

RVG CAPITAL GROUP INC.

Date:_____