

MEMORANDUM OF UNDERSTANDING BETWEEN JOSEPH KLEIN AND GMACH BETH JOEL - JULIUS BEHREND IN RESPECT TO DEBTS JOSEPH KLEIN AND SOME OF HIS ENTITIES OWE TO GMACH BETH JOEL - JULIUS BEHREND AND TRANSFER OF CORPORATE STOCK AND PARTNERSHIP INTERESTS IN REAL ESTATE ENTITIES.

12/31/07.

Whereas Joseph Klein hereby acknowledges that he owes the sum of two million two hundred and ninety thousand dollars (\$2,290,000); plus any interest due and outstanding to Gmach Beth Joel - Julius Behrend; and

Whereas as an additional security to secure the outstanding debt obligation, Joseph Klein wishes to transfer to Gmach Beth Joel - Julius Behrend his ownership interest in certain Real Estate entities as listed below; and

Whereas Gmach Beth Joel - Julius Behrend agrees to accept Joseph Klein's interests in Real Estate entities listed below as an additional security to secure his debt obligation of \$2,290,000 plus any interest due and outstanding.

It is therefore agreed as follows:

FIRST: Joseph Klein hereby transfers and conveys unto Gmach Beth Joel - Julius Behrend, all of his interest in Greenville Realty Associates LP where he owns 49.50%; and

SECOND: Joseph Klein hereby transfers and conveys unto Gmach Beth Joel - Julius Behrend, all of his interest in Quail Ridge Realty Associates LP where he owns 49.50%; and

THIRD: Joseph Klein hereby transfers and conveys unto Gmach Beth Joel - Julius Behrend, 100% of Greenville Realty Inc. corporate stock; and

FOURTH: Joseph Klein hereby transfers and conveys unto Gmach Beth Joel - Julius Behrend, 100% of Quail Ridge Realty Inc. corporate stock; and

FIFTH: Joseph Klein hereby transfers and conveys unto Gmach Beth Joel - Julius Behrend, all his interest in The New Windsor Group, LLC, where he owns 50%; and

SIXTH: OPTION TO REDEEM: For a period of twenty four months from the date of this agreement, Gmach Beth Joel - Julius Behrend agrees that Joseph Klein will have an option to

redeem and buy back all his interests in the aforementioned Real Estate entities that were transferred to Gmach Beth Joel - Julius Behrend upon payment of \$2,290,000 plus interest; and

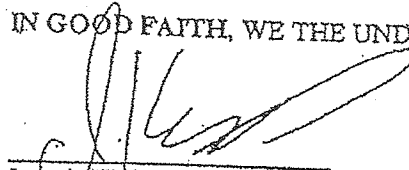
SEVENTH: LIMITATIONS: The parties agree that if within twenty four months Joseph Klein does not exercise his option to redeem and buy back his interest in the aforementioned Real Estate entities as described in "Option to Redeem" above, his interests in the above mentioned entities shall be considered an additional security on the outstanding debt owed to Gmach Beth Joel - Julius Behrend, and his option to redeem and buy back same will be extinguished forever, unless Gmach Beth Joel - Julius Behrend, at it's option, agrees to extend the time.

EIGHTH: MANAGEMENT OF THE PROPERTIES: The parties agree that the management company that presently manages all of the properties under the ownership of Joseph Klein will continue to manage the properties owned by the aforementioned Real Estate entities, until such time that Gmach Beth Joel - Julius Behrend determines otherwise.

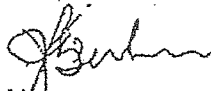
NINTH: It is clearly understood that Gmach Beth Joel - Julius Behrend does not accept the transfer of the interests in the above mentioned Real Estate entities in lieu of the outstanding balance, but is purely accepting them as an additional security on the outstanding debt.

TEN: This agreement is the entire agreement between the parties and it can only be changed in writing upon the mutual consent of all the parties involved.

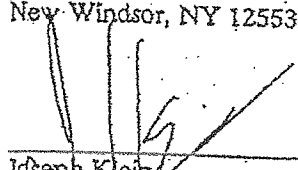
IN GOOD FAITH, WE THE UNDERSIGNED AGREE TO THE ABOVE.



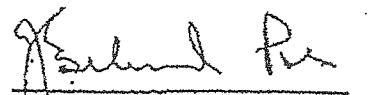
Joseph Klein
The New Windsor Group LLC
For Property Located at:
436 Blooming Grove Turnpike
New Windsor, NY 12553



Julius Behrend



Joseph Klein
For Properties Located in:
Sulphur Spring, Texas
Greenville, Texas



Gmach Beth Joel - Julius Behrend