

This agreement is hereby re-assigned from Blacksburg Jewish Cemetery Association to Blacksburg Jewish Community Center (BJCC). BJCC hereby assumes all obligations and benefits of the contract. Dated April 26, 2010.

Bernard S. Jortin, President
Blacksburg Jewish Cemetery Ass'n

David S. Cohen (President BJCC)
Blacksburg Jewish Community Center

James E. Lucas, Pres
Memorial Gardens of the NRV

AGREEMENT BETWEEN MEMORIAL GARDENS OF THE NEW RIVER VALLEY (MGNRV) AND BLACKSBURG JEWISH CEMETERY ASSOCIATION (BJCA)

This Cemetery Agreement (the "Agreement") is entered into as of this 3rd day of October, 2007 (the "Effective Date") by and between Memorial Gardens of the New River Valley, Inc., a Virginia corporation ("MGNRV") and Blacksburg Jewish Cemetery Association, Inc., a Virginia corporation ("BJCA").

RECITALS

- A. MGNRV owns and operates certain property (the "Property") currently operated as the cemetery located in the Town of Blacksburg, Virginia.
- B. BJCA, as agent and representative of the Blacksburg Jewish Community Center ("BJCC") wishes to secure a portion of a cemetery to be designated for burial of BJCC members and certain other individuals of Jewish descent.
- C. MGNRV and BJCA both wish for a portion of MGNRV to become a designated Jewish cemetery for BJCC.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Establishment of Jewish Section.** MGNRV hereby establishes what will be known as the Jewish Section of MGNRV. The Jewish Section shall consist initially of 100 gravesites as shown on the plat of MGNRV attached hereto and incorporated herein as Exhibit A.
2. **Eligibility for Burial in Jewish Section.** Burial within the Jewish Section shall be reserved for members of the BJCC, their immediate family members (spouse, children, parents) and other individuals approved by BJCA in accordance with the terms of this Agreement. Burial in the Jewish Section of Jewish persons who are not BJCC members, or their families, will only be permitted with prior written approval of BJCA, which may be granted or withheld in the sole discretion of BJCA.
3. **Permission to Purchase and Use Burial Sites.** MGNRV will refer all individuals inquiring about burial in the Jewish Section to BJCA for verification of eligibility as referenced in Section 2 (above). MGNRV will not bury an individual in the Jewish Section nor sell a burial site located in the Jewish Section to any individual who has not been approved in writing for burial in the Jewish Section by BJCA.

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4. **Minimum Sales.** As consideration for MGNRV designating the Jewish Section, BJCA hereby commits to the following minimum levels of burial site purchases by members of BJCC or individuals approved by BJCA, commencing on the anniversary of the Effective Date.

- a. By the end of Year 1 – 10 total burial sites
- b. By the end of Year 2 – 15 total burial sites
- c. By the end of Year 3 – 20 total burial sites
- d. By the end of Year 4 – 25 total burial sites
- e. By the end of Year 5 – 30 total burial sites

Burial sites and related services shall be provided by MGNRV pursuant to the fee schedule attached hereto as Exhibit B. So long as the initial ten (10) burial sites are purchased during the first year following the Effective Date, MGNRV shall perpetually have a defined Jewish Section. The Jewish Section shall consist of a minimum of 100 burial sites. The final size of the Jewish Section is to be agreed upon between MGNRV and BJCA once the parties have been able to ascertain the total need of the community. The parties agree to work together in good faith to establish a size for the Jewish Section that will meet the current and future needs of the Blacksburg Jewish community. Whatever the final size of the Jewish section, other agreements expressed in this document shall remain in effect.

5. **Landscaping.** MGNRV shall separate the Jewish Section from the remainder of the burial sites in MGNRV using landscaping to be mutually agreed upon by the parties. Within three (3) months of completing its 20th burial site sale within the Jewish Section, MGNRV will install a granite bench in the Jewish Section with the inscription "Blacksburg Jewish Community." MGNRV shall obtain advance written approval from BJCA regarding the design of the bench. MGNRV will be responsible for and shall provide perpetual care of the Jewish Section as well as the entire cemetery.

6. **Sale of Burial Sites and Services.** Ownership of the Jewish Section shall remain with MGNRV, which shall have the right to offer burial sites and services to eligible individuals as described in Section 2 (above). Purchase agreements and payment arrangements for burial sites and services shall be between MGNRV and the individuals purchasing such services. Neither BJCC nor BJCA shall be responsible for any payment under such agreements. Neither BJCC nor BJCA shall be called upon to enforce or pursue payment of any such agreements between MGNRV and individuals who contract with MGNRV for the purchase of burial sites or services.

7. **Burial Standards.** Burials of Jews in the Jewish Section shall be pursuant to the following. To the extent possible, burials should adhere to traditional Jewish burial practice, which includes a plain wooden casket, no grave liner, graveside officiating by Jewish clergy or knowledgeable Jewish lay persons, and filling in of the grave by mourners,

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as approved by BJCA. With respect to burial of non-Jewish family members adherence to these practices shall be at the discretion of the family. These burial standards may be modified by BJCA from time to time. MGNRV shall provide water and shovels to allow mourners to ritually prepare for and participate in the burial ceremony. MGNRV prefers that an inverted grave liner be placed over the casket in order to minimize grave settlement, but will allow burials without grave liners if requested.

8. **Monuments.** The use of either upright monuments or ground-level memorials (i.e. markers) shall be permitted in the Jewish Section. Markers or upright monuments may include the following text: names of the deceased in Hebrew and English; dates of birth and death; descriptive notations about the deceased (such as "Beloved Husband and Father", Holocaust survivorship, U.S. military veteran, and the like); and brief quotations from the Jewish Bible. No marker or upright monument shall contain emblems, symbols, or quotations conflicting with the Jewish religion. Ground-level markers will be restricted to bronze material mounted on granite bases or other suitable materials jointly approved by MGNRV and BJCA. To allow grave access for burial preparation, the location of upright monuments will be at the discretion of MGNRV. Individuals purchasing monuments or markers will be encouraged to do so through MGNRV so that monument and marker content may be better controlled. Markers or monuments regardless of where purchased must meet both MGNRV and BJCA guidelines and receive approval by both MGNRV and BJCA prior to installation. MGNRV shall be permitted to charge an installation fee for all markers or upright monuments whether purchased through MGNRV or an outside vendor.

9. **Other Requirements.** All of the rules and regulations of MGNRV, current and future, which pertain to its operations and do not conflict with Jewish burial practices as set forth in Sections 7 and 8 (above) shall apply to the Jewish Section so as to maintain consistency throughout the cemetery.

10. **Recordation of Agreement.** The parties agree that this Agreement, or a memorandum thereof setting forth its principal terms, may be recorded in the land records of the Town of Blacksburg in order to provide potential purchasers of the Property with notice of the requirement that the Jewish Section be maintained in perpetuity.

11. **Reports.** MGNRV shall provide written reports to BJCA no later than three months after the effective date of each year, setting forth the names and addresses of individuals who have purchased burial sites in the Jewish Section during the preceding year. In the event that there have been insufficient purchases to meet the minimum numbers set forth for the first five years following the Effective Date in Section 4 (above), BJCA shall have the right to purchase the remaining burial sites required in order to meet the minimum for that year. BJCA shall then subsequently be permitted to resell those burial sites in the same manner and pursuant to the same terms as new burial sites sold under this Agreement.

12. **Assignment.** Neither party may assign this Agreement in whole or in part, without the other party's consent. MGNRV specifically agrees that the requirement of maintaining the Jewish Section as set forth in this Agreement shall apply in perpetuity and shall bind any purchaser of the Property or any assignee or successor in interest to MGNRV.

13. **Notices.** All notices, reports and other communications hereunder shall be given in writing and shall be deemed to have been duly given in effect (i) upon receipt if delivered in person or by facsimile or other electronic transmission, or (ii) one day after deposit prepaid with a national overnight express delivery service. Such notices shall be properly addressed to the parties at the addresses set forth on the signature pages hereto unless a different address for notice is provided.

14. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the parties and supersedes all previous agreements and understandings between them related to the subject matter hereof. No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be set forth in writing and signed by authorized representatives of both parties.

15. **Severability.** In the event that any of the provisions of this Agreement are held to be unenforceable by a court, the remaining portions of this Agreement will remain in full force and effect as if such clause or provision were not herein contained.

16. **No Agency.** The parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture between BJCA and MGNRV.

17. **Counterparts.** This Agreement may be signed in counterparts which when signed shall constitute one document. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, will be deemed to be an original. Notwithstanding the foregoing, the parties will deliver original execution copies of this Agreement to one another as soon as practicable following the execution thereof.

18. **Corporate Authority.** The parties warrant and represent to each other that they have the authority to enter into this Agreement and are further authorized to undertake all actions that may be required by the terms and conditions of this Agreement.

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19. **Further Assurances.** Each of the parties hereto shall fully cooperate with the other in connection with any steps required to be taken as part of the obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized officer as of the date first set forth above.

MEMORIAL GARDENS OF THE
NEW RIVER VALLEY, INC.

BLACKSBURG JEWISH CEMETERY
ASSOCIATION, INC.

By: James E. Lucas
Title: President
Notice Address: P O Box 1003
Blacksburg VA 24063

By: Bernard S. Justice
Title: Member - Blacksburg Jewish Cemetery Assn.
Notice Address: 1757 St. Andrews Circle
Blacksburg, VA 24060

This agreement is hereby re-assigned from Blacksburg Jewish Cemetery Association to Blacksburg Jewish Community Center (BJCC). BJCC hereby assumes all obligations and benefits of the contract. Dated April 26, 2010.

Bernard S. Justice, President
Blacksburg Jewish Cemetery Ass'n

Jon Ballom, President, BJCC
Blacksburg Jewish Community Center

James E. Lucas, Pres
Memorial Gardens of the NRV