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Attorneys for the Debtors

In re:	:	UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY
2424 ESSE, LLC,	:	CHAPTER 11
Debtor.	:	CASE NO. 16-34422-KCF
	:	
	:	

DEBTOR’S’ VERIFIED MOTION PURSUANT TO 11 U.S.C. §§ 105 AND 363 SEEKING AN ORDER FOR AUTHORITY TO APPROVE A PRIVATE SALE OF CERTAIN REAL ESTATE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES, ASSUME AND ASSIGN THE AMTRAK LEASE OR ALTERNATIVELY, REJECT THE AMTRAK LEASE AND, REJECT CERTAIN OTHER LEASES AND AUTHORIZE THE DEBTOR TO EXECUTE AN ACCESS AGREEMENT WITH PURCHASER

2424 ESSE, LLC (“Debtor”) by and through its undersigned counsel, hereby moves (the “Motion”) pursuant to sections 105, 363 and 365 of Title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, 9014, and 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for entry of an order authorizing the private sale and conveyance (the “Sale”) of the Debtor’s real estate (as defined below) free and clear of all liens, claims, and encumbrances, reject certain real estate leases or alternatively assume the Amtrak lease and authorize the Debtor to execute an access agreement with the Buyer. In support thereof, the Debtor submits as follows:

Background

1. On December 27, 2016 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11, Title 11 of the United States Code (the “Bankruptcy Code”).

2. The Debtor are operating its business and managing its property as debtor-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.

3. No trustee or examiner has been appointed in these cases. No official committee of unsecured creditors has been appointed in these cases.

4. No trustee or examiner has been appointed in this case.

5. No official committee of unsecured creditors has been appointed in this case.

6. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334.

7. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

8. This is a core proceeding pursuant to 28 U.S.C. § 157(b) (2).

9. The statutory bases for the relief requested in the Motion are sections 105(a), 363, 365, and 1107 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006 and Rules 6004-1 and 9013-1 of the Local Rules.

DESCRIPTION OF DEBTOR AND ITS BUSINESS

10. Debtor is a New Jersey Limited Liability Company which owns the real property located at 2424 East State Street Extension, Hamilton Township, New Jersey 08619 (the "Property"). The Property is identified on the Township tax records as Block 1588, Lot 7.

11. The Property consists of a 120,280 square foot industrial warehouse/manufacturing building located on 4.92 acres with 7,600 square feet of air conditioned office space with private offices and an open administrative area. There are 2 tailgate loading doors, 2 drive-in doors with an

additional large platform for truck loading and side doors for rail loading. The building has 12'-14' ceiling heights, heavy concrete load bearing floors, and gas fired hot water baseboard. The production area has gas fired space heaters. The building has a dry sprinkler system, and a flat rubber roof. There is 480KVA 3 Phase Electric service. The Property is presently under remediation for environmental clearances.

12. Debtor's business consists of leasing office, warehouse, and commercial space in the Property to others. There is presently one paying tenant under lease with the Debtor for space at the Property.

13. National Railroad Passenger Corporation ("AMTRAK") is a tenant under a lease dated December 27, 2013 for approximately 57,461 square feet of the building (the "AMTRAK Lease"). The monthly base rent due under the AMTRAK Lease is \$19,632.51. AMTRAK is also obligated to pay a proportional share of common area maintenance costs which are estimated to be approximately \$5,506.68 per month. The initial 5 year term of this lease is from 12/1/13 to 11/30/18 with an option for AMTRAK to renew for up to 2 consecutive 5 year terms. AMTRAK has been withholding its rent based upon what it asserts are breaches of the lease by the Debtor. The Debtor will be negotiating with AMTRAK prior to the sale hearing to determine if it can reach an agreement with that tenant for an assumption and assignment of the lease. If it is able to do so the Debtor will move to assume and assign the lease. If it is unable to do so, then the Debtor will reject the lease.

14. J&A Chino Pallet Company is a tenant under an original lease dated May 21, 2013 for approximately 5,000 square feet of warehouse space consisting of two (2) dock doors and space located behind together with approximately 500 square feet of office space consisting of two offices to the right of the front door that had been provided free of charge. The original lease was extended,

with the last extension through May 31, 2016. On February 16, Debtor sent a Notice to Quit to said tenant to vacate the premises and remove its property no later than March 12, 2018. This lease will be rejected. Anmar /Electrical Contractors, Inc. is also a tenant in the property but is not paying current rent. Its lease term is unknown and the Debtor will be rejecting this lease.

15. Dale Motor Corp d/b/a Precision Acura of Princeton was a former tenant. It leased approximately 10,000 square feet. The term of the lease was for two years from October 16, 2015 through October 15, 2017. Although this tenant had an option to renew the lease for an additional two year term, it did not exercise that option. This tenant has vacated the property. The Debtor will terminate this lease to ensure that there is no claim by the tenant to the Property.

SECURED DEBT

16. On March 12, 2014, Debtor executed and delivered to Shore Community Bank (“SCB”) a promissory note in the amount of \$2,900,000 (the “SCB Note”).

17. The SCB Note is secured by a Mortgage lien on the Property dated March 12, 2014 which was recorded on March 19, 2014 in the Mercer County Clerk’s Office in Book Mortgage Book 6189, Page 1392 (the “SCB Mortgage”).

17. Prior to the Filing Date the Property was actively listed for sale with Thomas Friedman of Berkshire Hathaway Home Services Fox & Roach Realtors, 4603 Nottingham Way, Hamilton Township, NJ 08690. The listing has been with Friedman since July 8, 2016. An Order was entered by this Court on February 7, 2017 granting the application of the Debtor to employ Thomas Friedman as realtor.

18. As of the Filing Date, the balance due on the SCB Note and SCB Mortgage was \$2,677,493.72. The monthly mortgage payment due to SCB under the SCB Note and SCB Mortgage is \$25,017.67.

19. The SCB Note is also secured by a UCC-1 security interest filed on March 13, 2014 with the New Jersey Secretary of State's Office granting SCB a lien in all of the Debtor's accounts, inventory, equipment, fixtures, chattel paper, negotiable instruments, computer equipment and the proceeds of such assets (the "SCB Security Interest").

20. The Purchaser is not an insider of any the Debtor and the purchase price is the result of arm's length good faith negotiations between the Debtor and the Purchaser.

21. One of the overriding reasons expressed by the Purchaser is that the Purchaser's lease with its landlord is expiring. The Purchaser is seeking a permanent location for its business, and until closing occurs on the real estate, Purchaser is looking to obtain access to the property at its sole cost and expense to store certain of its personal property at the premises. If the closing on the real estate does not close by April 30, 2018 then the Agreement will be terminated and the Purchaser will be required to remove its assets from the property at its sole cost and expense. The terms of the Access Agreement are set forth in **Exhibit A**, attached hereto.

Relief Requested

22. By this Motion, the Debtor seeks entry of an order pursuant to 11 U.S.C. §§ 105 and 363 approving the sale of the Assets to a non-insider third-party free and clear of liens, claims, encumbrances and interests (collectively, the "Liens"), which such Liens to attach to the proceeds of such sale. The Purchase Agreement is attached hereto as **Exhibit B**.

Description of Debtor's Proposed Efforts to Market the Property

23. Prior to and during the course of this case Debtor has listed the Property for sale with Thomas Friedman of Berkshire Hathaway Home Services Fox & Roach Relators, 4603 Nottingham Way, Hamilton Township, NJ 08690. The Debtor has filed an application for Friedman's retention to continue to market the Property.

24. Additionally, after this case was filed the Debtor also filed an application for retention of NAI Mertz, a commercial real estate broker, to market the Property to a larger network of potential commercial real estate purchasers and investors.

25. Both Friedman and NAI Mertz have agreed to be compensated on a 5% commission basis

Approval of the Proposed Lease Assumption and Assignment Procedures

26. To facilitate and effectuate the sale of the Property, the Debtor also seeks authorization to assume and assign the Amtrak Lease and reject the J&A Chino Pallet Company and Anmar Electrical Contractors leases. The Debtor will also formally reject the leases of its former tenants who vacated the property Dale Motor Corp.

27. In order to provide counter parties with adequate notice of such assumption and proposed adequate cure amounts, if any (the "Cure Amounts"), the Debtor seeks the Court's approval of the Lease Assumption and Assignment. As of this date Amtrak and the Debtor have not reached a resolution as to the terms of any Lease Assumption and Assignment. Between the filing date of this Motion and the return date set by the Court to consider the sale, the Debtor, Amtrak and the Purchaser will confer to reach a resolution as to any Lease Assumption and Assignment. No later than three (3) days before the hearing on the sale of the Property, the Debtor shall file a

declaration as to whether the lease will be assumed and assigned, the terms of such assumption and assignment or alternatively, will move to reject the Amtrak lease.

Preservation of Debtor's Right to Carve Out

28. In connection with the fixing and payment of SCB's Secured Claim, if the ultimate sale price for the Property is not sufficient to fully satisfy SCB's Secured Claim and the costs of administration of this case, Debtor seeks to recover from SCB, pursuant to 11 U.S.C. § 506 (c), the reasonable and necessary costs and expenses of preserving and disposing of the Property. Debtor therefore respectfully requests that the Court include a provision in the Sale Approval and Bid Procedures Order which preserves the Debtor's right to payment from SCB of a Carve Out for such reasonable and necessary costs and expenses.

Sale Free and Clear of Liens

29. Pursuant to 11 U.S.C. § 541, the Property is an asset of the Debtor's estate. In accordance with 11 U.S.C. §§ 363 and 1107, a debtor-in-possession is authorized to sell property of the estate to realize the value thereof and maximize recoveries to the estate for creditors.

30. Section 363 of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b) (1).

31. In accordance with 11 U.S.C. § 363(f), a debtor may sell property under section 363(b):

free and clear of any interest in such property of an entity other than the estate, only if --

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

32. The Debtor proposes to sell the Property free and clear of all liens, encumbrances, claims, and interests that may be asserted by any entity claiming an interest therein.

Closing Costs and Tax Exemption

33. Except for all transfer Taxes associated with the sale (but including any mansion tax) or as otherwise provided for in the Agreement, all costs relating to the sale and settlement of the Property, shall be the sole obligation of the Purchaser, including all searches and title search fees, all survey fees, all title company settlement charges and title insurance costs, all of Purchaser's closing expenses (including legal fees), all settlement fees, all environmental investigations, Purchaser's insurance fees, Purchaser's appraisal fees, and any other and all other costs associated with the transfer of all real and personal property, all licensing and permitting normally and customarily paid by purchasers, including, without limitation, any fees, costs, or expenses payable in connection with the transfer of any permits.

34. All property taxes, all public utility charges, rents and like charges, if any, relating to the Property will be prorated as of Closing. Settlement at Closing will be made on proration of estimates of such taxes and charges with net balances payable by either Party to the other thirty (30) days after receipt of the next succeeding payment notice.

35. The Parties recognize that the Debtor will be conveying title to the Property, as a

bankruptcy trustee acting in its capacity as Debtor-in-Possession under the authority of 11 U.S.C. 1107 and that there is a full exemption in the New Jersey Realty Transfer Fee under N.J.S.A. 46:15-5 et seq and N.J.A.C. 18:12-2.2 for deeds given by a trustee in bankruptcy.

Approval of the Sale is Warranted

36. Approval of a sale is appropriate if the Court finds the transaction represents a reasonable business judgment on the part of the debtor. See In re Lionel Corp., 722 F.2d 1063, 1071 (2d Cir. 1983). See also Stephens Indus. v. McClung, 789 F.2d 386 (6th Cir. 1986), In re Coastal Indus., Inc., 63 B.R. 361 (N.D. Ohio 1986).

37. The Debtor's agreement to sell the Property is the result of good faith, arm's length negotiations with the Purchaser. None of the Debtor's principals will receive any benefit from the sale of the Property.

38. The Debtor further believes that a sale price of at \$3,350,000 will result in the Debtor's obtaining the highest and best offer for the Property. The Debtor has not been successful in attracting other offers and consequently, this offer is the best and only offer that is viable. Therefore, the Debtor submits that the Purchaser should be entitled to the protection of 11 U.S.C. § 363(m) as a good faith purchaser.

39. The sale, consistent with 11 U.S.C. § 363, is appropriate and warranted in these circumstances, is in the best interests of the Debtor's estate, creditors, and other parties in interest and, therefore, should be approved.

40. Pursuant to the terms of its retention order, Thomas Freidman is entitled to receive five percent of the purchase price as its commission (or an otherwise agreed amount) that will be deducted from the net proceeds of sale. That commission may be split with a cooperating broker if said cooperating broker was entitled to a portion of the commission. In no event would

the commission exceed five percent. The commission will ultimately be subject to Court approval.

41. The Debtor's goal is to maximize the value of the Property, while at the same completing an expeditious sale of the Property.

42. If any creditor claims an interest in the proceeds of the sale, the Debtor submits that one or more of the subsections of 11 U.S.C. § 363(f) applies, and that any such interest or claim will be adequately protected by having such interests attach to the proceeds of the sale, subject to any claims and defenses the Debtor may possess with respect thereto.

Releases

43. Agreement contains certain releases among the parties. As a part of the sale, the Debtor, Amtrak and SCB will exchange mutual releases upon closing.

Requested Findings as to Successor Liability

44. The Agreement provides that, unless otherwise set forth in the Agreement, sale of the Property to the Purchaser excludes any liabilities including, but not limited to any successor liability claims or similar Liabilities arising out of or related to the Debtor, the Property or any other Assets contemplated being transferred under the Agreement or the Transactions contemplated under the Agreement. Debtor and the Buyer shall not be required to comply with the New Jersey Bulk Sale Statute (N.J.S.A. Section 54:50-38 and any related Sections) and pursuant the within sale shall be exempt from the payment of real estate transfer taxes.

45. Finally, the Debtor requests that the stay of an order granting the Motion under Bankruptcy Rule 6004(h) be waived for cause because the Purchaser intends to close prior to

April 20, 2018 and the Debtor is concerned that the Purchaser will refuse to close if it cannot do so by that date.

WHEREFORE, the Debtor respectfully requests that the Court: (i) grant the Motion; (ii) authorize the sale of the Assets by private sale; (iii) grant authorization to the Debtor to execute the Access Agreement; (iv) authorize the rejection, assumption and assignment of leases as requested; and (v) grant such other and further relief as is just and proper.

SHERMAN, SILVERSTEIN, KOHL,
ROSE & PODOLSKY, P.A.

By: /s/ Arthur J. Abramowitz,
Arthur J. Abramowitz
Attorneys for the Debtor

Dated: February 21, 2018

VERIFICATION

Tammy Alvarez-Olmeda, of full age, certifies and states as follows:

1. I am the managing member of the Debtor and am fully authorized to make this Verification on its behalf.

2. I have read the foregoing Motion and I hereby certify and verify that all the statements contained therein are true.

3. I hereby verify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: February 21, 2018

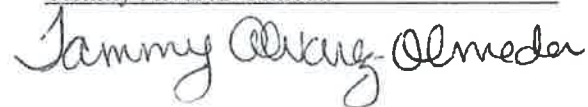
Tammy Alvarez-Olmeda


EXHIBIT "A"

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is entered into as of February __, 2018 (the "Effective Date"), by and between 2424 ESSE LLC, a New Jersey limited liability company having an office at 63 Bozarthtown Road, Tabernacle, NJ 08088 ("2424"), and American Glory LLC, having an office at 1412 Broadway, Suite 1610, New York, NY 10018 ("Glory").

RECITALS:

A. 2424 is the owner of that certain real property and improvements thereon, as well as certain fixtures and equipment, all located at 2424 East State Street Extension, Hamilton Township, Mercer County, New Jersey, also known as Block 1588, Lot 7 (the "Property" and the "Assets," respectively).

B. Glory and 2424 are negotiating a Purchase Agreement for the purchase of the Property (the "Purchase" and the "Purchase Agreement," respectively).

C. In connection with the Purchase and subject to the terms of this Agreement, Glory desires a license to enter upon the Property and prepare the Property to be used as [insert intended use]. 2424 has agreed to grant Glory the license to enter upon the Property for such purpose in accordance with the terms and conditions of this Agreement.

D. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

AGREEMENTS:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Glory and 2424 hereby agree as follows:

1. Access. Glory and his employees, representatives, agents, contractors and consultants (collectively the "Glory Parties") may enter onto the Property to ready the Property for its post-acquisition use by Glory subject to the revocation of the license granted under this Agreement in accordance with **Section 8** below; provided, such license rights shall not be revoked or terminated as long as the parties are both continuing towards the consummation of the sale of the Property and Glory is in material compliance with the terms of this Agreement.

2. Term. The term of the Agreement shall be the earlier of: (i) the closing of the Purchase; or (ii) failure of the parties to execute a Purchase Agreement or (iii) the termination of the Purchase Agreement.

3. Access to Property. Upon providing evidence of the insurance required hereunder, Glory shall have access to the portion of the Property outlined on Exhibit A hereto (the "Space").

All activities on the Property shall be at Glory's sole cost and expense. Glory and the Glory Parties shall enter the Property at its own risk and Glory shall be responsible for the

acts and omissions of and injuries to the Glory Parties. Glory agrees not to cause, permit or suffer any lien or encumbrance to be asserted against the Property related to Glory's presence on the Property. Glory shall comply with all federal, state and local laws, rules, regulations and ordinances which might in any way relate to Glory's access on or use of the Property. Neither Glory nor the Glory Parties shall damage any part of the Property, or any personal property owned or held by any tenant or third party, and all such damage caused by Glory or the Glory Parties shall be repaired or replaced by Glory (at Glory's sole cost and expense) immediately.

If the Closing does not occur on or before April 30, 2018 or this Agreement is terminated by 2424, Glory shall, at his sole cost and expense, promptly remove all equipment and property brought onto the Property.

If the Closing does not occur on or before April 30, 2018 or this Agreement is terminated by 2424, Glory shall, to the reasonable satisfaction of 2424, repair any damage done to the Property caused by Glory or the Glory Parties during any entry as reasonably required in order to restore the Property substantially to the condition as existed at the time the entry commenced. 2424 and Glory shall each cooperate reasonably with the other, shall take reasonable care and precautions so as not to disturb any work being performed by the other on the Property.

The Glory Parties shall maintain (i) commercial general liability insurance with limits of at least Two Million Dollars (\$2,000,000.00) for bodily or personal injury or death and property damage (combined single limit) and written on an occurrence basis; automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) combined single limit for personal injury and property damage per occurrence, (ii) Workers' compensation insurance coverage for the full statutory liability of Glory and employers' liability insurance with a limit of not less than (x) \$500,000 per accident for bodily injury by accident, (y) \$500,000 policy limit by disease, and (z) \$500,000 per employee for bodily injury by disease and (iv) such other insurance as 2424 deems necessary and prudent (collectively the "Required Coverage"). The Required Coverage may be met through any aggregate combination of primary and excess or umbrella coverage. Glory shall, prior to the Glory Parties entering on the Property, deliver to 2424 evidence of the Required Coverage, which Glory agrees will be maintained at all times during the period in which the Glory Parties have access to the Property. The Required Coverage shall name 2424 as an additional insured and shall contain a waiver of subrogation as to 2424.

Glory shall pay for all utilities, including connection charges and deposits, when and as the same become available for his utilization of the Space, including water, gas, electricity, sewer charges and fuel consumed for heating commencing on the date access is provided to Glory and ending on the earlier of (i) the date this Agreement is terminated by 2424 and (ii) the Closing Date.

4. Indemnification. Glory shall indemnify, defend and hold harmless 2424 and 2424's employees, agents, representatives and their respective successors and assigns from any and all losses, costs, liens, claims, causes of action, liability, damages, expenses and liability (including, without limitation, court costs and reasonable attorneys' fees) (each, a "Loss") suffered by them that directly or indirectly arise from any act or omission caused by Glory or the

Glory Parties and from any entry on the Property by Glory or the Glory Parties. 2424 shall promptly upon discovery give Glory reasonable notice of any facts or events that 2424 asserts may be subject to indemnification by Glory under the terms of this Agreement, and 2424 agrees to permit Glory to assume the defense of any matter subject to indemnification hereunder. Legal counsel for any such defense by Glory shall be subject to 2424's prior approval which shall not be unreasonably withheld. The indemnification contained in this paragraph shall survive the termination of this agreement.

5. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, of joint venture, or of any other association between 2424 and Glory.

6. **Binding Effect.** The license granted to Glory under the terms of this Agreement is personal solely to Glory, and the Glory Parties, and neither this Agreement nor the license may be transferred or assigned by Glory. Subject to the foregoing limitation, the benefits of this Agreement and burdens of this Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto.

7. **No Renovations without 2424's Consent.** Glory shall not make any renovations to the Property without first obtaining the consent of the 2424; which consent may be withheld in the sole and absolute discretion of the 2424.

8. **Notices.** Except as otherwise set forth herein, any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either: (i) delivered by hand; (ii) mailed by United States certified mail, return receipt requested, postage prepaid; (iii) sent by a reputable, national overnight delivery service (e.g., Federal Express, Airborne, etc.); or (iv) sent by facsimile or email (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party (and any person designed as a "copy to") at the applicable address set forth above and a copy of such notice, request or other communication shall be provided to the recipient's attorney. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States certified mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by facsimile or email (if sent by facsimile, provided the original is sent by one of the other permitted means as provided in this paragraph or by regular United States mail). However, the time period within which a response to any notice or request must be given, if any, shall commence to run the date of actual receipt of such notice, request, or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder. Any notice provided for hereunder may be given by a party's attorney or other representative.

9. **Revocation.** Subject to **Section 1** above, the license granted under this Agreement is revocable by 2424, at any time, for any reason or no reason, upon receipt by Glory from 2424 of written notice of such revocation.

10. **Entire Agreement.** This Agreement is the entire agreement between 2424 and Glory concerning access to the Property prior to the Closing, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Property is located. The Bankruptcy Court shall retain exclusive jurisdiction to any action relating to this Agreement and each party consents to the jurisdiction of the Bankruptcy Court and agrees that any such action, suit or proceeding shall be brought only in such court.

11. **Time is of the Essence.** Time is of the essence with respect to this Agreement.

12. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be effective only upon delivery, which may include delivery by facsimile or other electronic transmission (i.e. email or pdf), and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

2424 ESSE LLC

By: Jimmy Alvarez-Olmeda

AMERICAN GLORY LLC

BY: [Signature] member

EXHIBIT "B"

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made this ___ day of February, 2018, by 2424 ESSE LLC, a New Jersey limited liability company having an office at 63 Bozarthtown Road, Tabernacle, NJ 08088 (the "Seller"), and American Glory LLC, having an office at 1412 Broadway, Suite 1610, New York, NY 10018 ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property and the improvements thereon located at 2424 East State Street Extension, Hamilton Township, Mercer County, New Jersey, also known as Block 1588, Lot 7 which consists of an industrial warehouse/manufacturing building with office space (the "Property") described by the metes and bounds on Exhibit A hereto. Seller desires to sell such real property to Purchaser, and Purchaser desires to purchase the Property, subject to and upon the terms, covenants and conditions set forth herein;

WHEREAS, on December 27, 2016, Seller filed its petition for relief under Chapter 11, Title 11 of the United States Code and is operating its business and managing its property as a debtor-in-possession. The case number of the case is 16-34422 KCF and it is pending in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**") and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. AGREEMENT TO SELL AND PURCHASE.

1.1 Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, (i) the Property, (ii) all buildings and improvements situate thereon, and all fixtures attached or appurtenant thereto; (iii) all right, title and interest of Seller in and to any land lying in the bed of any street, opened or proposed, in front of or abutting or adjoining said property; (iv) all right, title and interest of Seller in and to any unpaid award for the taking by eminent domain of any part of said property or for damage to the said property by reason of the change of grade of any street and all contents therein; (v) all furniture, fixtures, equipment, machinery, and other personal property owned by Seller, situated on or in, or attached to and used in connection with the operation of the Property (including but not limited to all furniture, and shelving) identified on Exhibit "B" hereof, (collectively "FF & E"); (vi) to the extent assignable and available to Seller, all licenses, permits, certificates of occupancy, and approvals issued by governmental or quasi-governmental bodies, benefiting the Property ("Permits"); (vi) to the extent assignable and available to Seller, unexpired warranties, guaranties or other agreements benefiting the Property ("Warranties"); and (vii) delivery, but not assignment, of all architectural and engineering plats, plans and specifications, and surveys of the Property, if any, as are in the Seller's possession ("Plans");

1.2 Except as specifically otherwise provided herein, the Property, including all personal property to be conveyed under a bill of sale, is sold "as is."

2. PURCHASE PRICE AND METHOD OF PAYMENT.

2.1 Purchase Price. The total Purchase Price for the Property is Three Million Three Hundred and Fifty Thousand Dollar(\$3,350,000.00) (the "Purchase Price"), subject to adjustments as hereinafter set forth to be paid as follows:

(i) Upon the signing of this Agreement, Purchaser shall pay to Seller the sum of One Hundred and Seventy Five Thousand and 00/100 Dollars (\$175,000.00) to be held by the Seller's attorney (the "Escrow Agent") in its non-interest bearing attorney trust account, as a deposit toward the Purchase Price (the "**Deposit**") pursuant to the terms of an escrow agreement, the form of which is Attached hereto as Exhibit "C"; and

(ii) At the closing of Title (the "Closing"), subject to the satisfaction of all conditions of this Agreement, and subject to any adjustments and credits, by wire transfer of immediately available funds, the sum of Two Million Eight Hundred and Fifty Thousand and 00/100 Dollars (\$2,850,000).

3. EFFECTIVE DATE. The "Effective Date" of this Agreement will be the last date that the Seller and the Purchaser have executed this Agreement.

4. ACCESS TO PROPERTY AND DUE DILIGENCE PERIOD.

4.1 Access to Property and Due Diligence Period.

(a) Purchaser shall have the right through 5:00 p.m. EST on the date which is thirty five (35) days after the Effective Date (such period being hereinafter called the "Due Diligence Period") in which to examine, inspect and investigate the Property, including without limitation the environmental condition of the Property, all applicable ordinances and such other facts and information as Purchaser may wish to examine, in its sole and absolute judgment and discretion, to determine whether the Property is acceptable to Purchaser provided that Purchaser shall not conduct any invasive testing of the Property or any part thereof without the Seller's prior consent, which consent may be withheld in Seller's sole and absolute discretion. Seller agrees, at no cost or expense to Seller, to fully cooperate in connection with Purchaser's investigations. Within four (4) business days after the Effective Date, Seller shall deliver to Purchaser, without representation, warranty or recourse to Seller, whatsoever, true, correct and complete copies of all documents and all other information with respect to the Property in Seller's possession or control those items described in Exhibit "D" (collectively, "Seller's Documents"). During the Due Diligence Period, Purchaser and its agents, contractors, employees, representatives, consultants, at Purchaser's sole cost and expense, shall have the unrestricted right, upon at least two (2) business days' prior written notice to Seller, to conduct Purchaser's environmental, structural, mechanical and other physical or site inspections, which may include physically entering onto the Property to survey, inspect, and to conduct engineering, soils, environmental, physical and other investigations of the Property and all records and documents relating to the acquisition, operation and use thereof for its intended purpose, provided that Purchaser shall not conduct any invasive testing of the Property or any part thereof without the Seller's prior consent, which consent may be

withheld in Seller's sole and absolute discretion. In conducting any inspection of the Property or otherwise accessing the Property, Purchaser shall at all times comply with laws and regulations of all applicable governmental authorities and be responsible for the cost of any repair or restoration necessitated by Purchaser's activities, from time to time. All inspection fees, engineering fees and other costs and expenses of any kind incurred by Purchaser in connection with any such inspection shall be at the sole cost and expense of Purchaser. Prior to conducting any physical inspection or testing at the Property, Purchaser shall obtain, at its expense, or at the expense of its contractors, inspectors, etc., commercial general liability insurance, including a contractual liability endorsement, and personal injury liability coverage, with Seller named as an additional insured, which insurance policies must have combined single limits of not less than \$2,000,000. Prior to making any entry upon the Property to do any physical inspection or testing, Purchaser shall furnish to Seller a certificate of insurance evidencing the foregoing coverages. All such activities of Purchaser shall be conducted in such a manner as not to disrupt the normal operations of the Property. During the Due Diligence Period, Purchaser, its agents, representatives and contractors, shall have access to the Property upon two business days' notice, during normal business hours for the purposes described in this Paragraph. Except for those matters that arise from the negligence or willful actions of Seller or Seller's agents and except for the mere discovery of existing conditions at the Property, Purchaser hereby agrees to indemnify, defend and hold Seller harmless from and against any and all liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys' fees and litigation costs) and judgments of any nature arising or alleged to arise from or in connection with any injury to, or death of, any person or loss or damage to property arising from or in connection with the inspections or Purchaser's entry on the Property. The Purchaser's indemnification obligations and obligation to restore the Property shall survive Closing or the termination of this Agreement.

(b) Notwithstanding anything to the contrary, nothing contained herein shall obligate Purchaser to perform any tests or investigations during the Due Diligence Period.

(c) Any additional information which comes into Seller's possession during the term of this Agreement which relates to the Property and/or could affect Purchaser's use of the Property shall be promptly delivered by Seller to Purchaser.

(d) If Purchaser terminates this Agreement for any reason, Purchaser shall deliver, transfer and convey all of Purchaser's right, title and interest to Seller, all materials prepared by or on behalf of Purchaser in connection with the Purchaser's diligence investigation of the Property including, without limitation all surveys, site plans, engineering reports and plans and specifications, site plan, subdivision plan and zoning applications, environmental reports and audits.

(e) Notwithstanding anything to the contrary contained herein (except as provided in this subparagraph (d)), Purchaser shall have the right in its sole and absolute discretion to terminate this Agreement for any reason or for no reason by giving written notice to Seller and Escrow Agent prior to the expiration of the second (2nd) business day after the expiration of the Due Diligence Period. Upon receipt of the foregoing notice, Escrow Agent shall be unconditionally obligated to immediately deliver the Deposit to Purchaser notwithstanding any notification to the contrary by Seller.

(f) Purchaser shall enter the Property to conduct its studies at its own risk and shall be responsible for the acts and omissions of and injuries to its agents, contractors, employees, representatives, consultants ("Purchaser's Parties"). Purchaser shall, at Purchaser's own expense, promptly repair any damage to the Property caused by Purchaser or Purchaser's Parties.

(g) At all times up to the Closing Date, provided this Agreement has not been terminated, Purchaser shall continue to have the right to physically inspect the Property upon the terms and subject to the conditions of this Paragraph 4.

(h) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS SUBSTANCES OR HAZARDOUS WASTE) OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (EXCEPT AS SET FORTH IN EXPRESS REPRESENTATIONS OF SELLER IN THIS AGREEMENT) AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO,

ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS SUBSTANCES OR HAZARDOUS WASTE ON THE PROPERTY. THE RELEASE SET FORTH HEREIN DOES NOT APPLY TO (A) THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY INDEMNITY OR WARRANTY MADE BY SELLER IN THIS AGREEMENT OR IN ANY DOCUMENT DELIVERED BY SELLER AT CLOSING, (B) ANY CLAIMS BUYER HAS DUE TO ANY FRAUD OR MATERIAL MISREPRESENTATION COMMITTED BY SELLER HEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WHICH HAS BEEN OBTAINED BY SELLER FROM THIRD PARTY SOURCES SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION OTHER THAN REPRESENTING THAT TO ITS ACTUAL KNOWLEDGE IT HAS PROVIDED COMPLETE COPIES OF THE ITEMS IN ITS POSSESSION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

5. TITLE.

5.1 Seller shall convey to Purchaser fee simple title to the Property free and clear of all liens and encumbrances other than Permitted Encumbrances. Also, Purchaser may at its option require that Seller cure and remove any lien or encumbrance (whether or not fixed or ascertainable) arising after the date hereof and not otherwise caused by Purchaser or any representative, or agent of Purchaser, failing which, Purchaser may, at its option, in addition to any and all other remedies provided for herein or at law or in equity, cure and remove such lien and encumbrance and deduct the cost thereof from the Purchase Price to be paid at Closing.

5.2 Within five (5) business days of date of this Agreement, Purchaser shall order a Commitment for an Owner's Policy of Title Insurance (the "Title Commitment") from the Title Company, at Purchaser's sole cost and expense. Seller shall advise Purchaser within ten (10) days after receipt of such notice of title objections, which, if any, of such title objections will be corrected by Seller prior to or at the Closing. If Seller fails to respond within such period, Seller will be deemed to have responded to Purchaser that Seller does not intend to correct such objections prior to or at the Closing and Purchaser may either accept the title "AS IS" or terminate this Agreement, in which event the Deposit shall be forthwith returned to Purchaser. If Seller elects to address any or all of the title objections, it shall have a reasonable time not to exceed sixty (60) days to correct the title (during which period the Closing Date shall be adjourned). In the event the title is not corrected by the end of such sixty (60) day period, Purchaser may either accept the title "AS IS" or terminate this Agreement, in which event this Agreement shall be null and void except as otherwise set forth herein. Also, Purchaser may at its option require that Seller cure and

remove any lien or encumbrance (whether or not fixed or ascertainable) arising after the date hereof and not otherwise caused by Purchaser or any representative, or agent of Purchaser, failing which, Purchaser may, at its option, in addition to any and all other remedies provided for herein or at law or in equity, cure and remove such lien and encumbrance and deduct the cost thereof from the Purchase Price to be paid at Closing.

5.3 The term "Permitted Exceptions" shall mean only installments payable on or after Closing for ad valorem real estate taxes, assessments for public improvements or other governmental charges or fees levied, assessed, imposed or contracted for after the Closing against or with respect to the Property, whether or not revealed in the Title Commitment; and those other matters, if any, affecting the Property which appear as exceptions in the Title Commitment and which have been accepted by or not objected to by Purchaser.

5.4 Title to the Property shall be conveyed by Seller to Purchaser by a Bargain and Sale Deed with Covenants Against Grantor's Acts.

5.5 In the event that the Seller cannot convey the quality of title required in this Section, and the Purchaser is unwilling to accept such title as the Seller can convey without reduction of the purchase price, then at Purchaser's option the Deposit shall be returned to the Purchaser and neither party shall owe any further obligation hereunder to the other.

6. CLOSING TIME AND PLACE. Provided all conditions precedent in Paragraphs 4, 5, 7 and 8 of this Agreement have been satisfied, the consummation of the sale and purchase of the Property ("Closing") shall occur upon a date no later than the later to occur of ten (10) days after (i) the receipt of the Sale Order, as defined herein, or the expiration of the Due Diligence Period (the "Closing Date") selected by Purchaser and Seller. TIME IS OF THE ESSENCE. The Closing shall occur at the offices of Brown, Moskowitz & Kallen, PC, 180 River Road, Summit, NJ 07901 counsel for the Purchaser or such place or at the offices of such other closing agent as the Purchaser and Seller may agree upon in writing at a mutually agreeable time, or at such other location as may be required by Purchaser's mortgage lender.

7. PURCHASER'S CONDITIONS TO CLOSING. The obligations of Purchaser to close hereunder are subject to the following conditions precedent:

7.1 There shall have been no material adverse change in the physical condition of the Property not otherwise caused by the Purchaser from the expiration of the Due Diligence Period.

7.2 There shall have been no material adverse change in the status of title to the Property not otherwise caused by the Purchaser from the expiration of the Due Diligence Period.

7.3 There shall be no material adverse change in the Seller's representations and warranties since the Effective Date.

7.4 Intentionally Omitted.

7.5 The Bankruptcy Court shall have approved this Agreement and the transactions contemplated hereby in their entirety by way of a final sale order (the "Sale Order"). The Sale Order shall be in form and substance reasonably acceptable to Purchaser and shall provide for all necessary and customary findings and holdings, including, but not limited to: (i) the purchase and sale shall be free and clear of all liens, claims and encumbrances pursuant to Section 363 of the Bankruptcy Code; and (ii) TIME IS OF THE ESSENCE AND A PROMPT CLOSING IS NECESSARY TO PRESERVE THE VALUE OF THE PROPERTY. The proposed order to be submitted to the Bankruptcy Court shall include the waiver of the fourteen (14) day automatic stays under Bankruptcy Rules 6004(h) and 6006(d) (the "Fourteen Day Waiver"). The Sale Order shall hold that Seller and Purchaser shall not be required to comply with the New Jersey Bulk Sale Statute (N.J.S.A. Section 54:50-38 and any related Sections). The Purchaser shall reasonably but promptly cooperate with the Trustee in providing any information and evidence that may be reasonably required to demonstrate to the Bankruptcy Court's satisfaction the Purchaser's good faith under Section 363(m) of the Bankruptcy Code such that the reversal or modification on appeal of the Sale Order shall not affect the validity of the sale of the Property as contemplated hereunder. Seller shall submit the motion to approve the sale no later than five (5) days after the Effective Date. The Sale Order shall also include a rejection of the Dale Motor Corp and J&A Chino Pallet Company leases.

7.6 The receipt of an estoppel certificate in the form of Exhibit "E" from Amtrak and either an agreement between Buyer and Amtrak regarding repairs, if any required at the Property and the source of funding for such repairs, or the entry of an Order of the Bankruptcy Court regarding repairs and any cure required to assume the Amtrak lease, satisfactory to Buyer in their absolute discretion.

7.7 There shall be no outstanding violations, as determined by governmental agencies or authorities having jurisdiction over the Property, that arose after the completion of the Purchaser's due diligence and not otherwise caused by Purchaser and with respect to which Purchaser had no notice of the underlying condition giving rise of the notice of violation prior to the completion of its due diligence; *provided, however*, that Seller shall have the right, but not the obligation, to attempt to cure any such violation of which it receives notice after the Effective Date and to extend the previously effective Closing Date for up to thirty (30) days, and so long as Seller is proceeding in good faith to attempt to cure such violation within the thirty (30) day period, Purchaser shall not be permitted to terminate this Agreement.

7.8 Seller shall have rejected all leases other than the Amtrak lease.

7.8 Purchaser may waive the conditions set forth in this Section in whole or in part in its sole and absolute discretion.

8. SELLER'S CONDITIONS TO CLOSING. The obligations of Seller to close hereunder are subject to the following conditions precedent:

8.1 There shall be no material adverse change in the Purchaser's representations and warranties since the Effective Date.

8.2 The receipt of the Purchase Price in accordance with Section 2.1.

8.3 Seller may waive the conditions set forth in this Section in whole or in part in its sole discretion.

9. CLOSING.

9.1 Seller's Conveyances and Deliveries at Closing. At or prior to Closing, the Seller shall deliver or cause to be delivered to the Purchaser the following:

- (a) The Deed,
- (b) Possession of the Property to Purchaser subject to the Leases,
- (c) An Affidavit of Title in standard form and reasonably acceptable to Purchaser's title insurer;
- (d) An Affidavit of Consideration for Use by Seller;
- (e) Seller's Residency Certification/Exemption or Non-Resident Seller's Tax Declaration, as applicable;
- (f) A closing statement;
- (g) A certification that the Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code of 1986, as amended;
- (h) An Internal Revenue Service Reporting Form 1099;
- (i) By bill of sale and assignment, without warranty, expressed or implied, transfer and assign to Purchaser the FF & E, Permits, Warranties, and Plans, and, if applicable, the documents to be assigned, all such transfers and assignments to be made expressly without warranty of any kind, express or implied, and "as-is";
- (j) an estoppel letter from Amtrak;
- (k) The keys to the Property;
- (l) intentionally omitted.
- (m) The executed original Leases or certified true and complete copies of the Leases and an assignment and assumption of the Lease;
- (n) a letter to the tenant notifying the tenants that the Property has been sold to Purchaser; and

(o) Such other items reasonably requested.

9.2 Purchaser's Conveyances and Deliveries at Closing. At or prior to Closing, the Purchaser shall deliver or cause to be delivered to the Seller following:

- (a) The Purchase Price to Seller, in accordance with Section 2.1;
- (b) The certificate referenced in Section 10.3;
- (c) The assignment and assumption of the Leases; and
- (d) A closing statement.

9.3 Payment of Closing Costs and Adjustments at Closing.

The following are to be paid or apportioned as of 12:01 a.m. of the date of the Closing. Any other matters required in this Agreement to be adjusted as of the date of Closing shall also be adjusted as of 12:01 a.m. of said date:

(a) Real Estate taxes on the Property. If the amount of the full year's tax is not available, the tax adjustment shall be based solely on the preliminary tax bill for 2018. Purchaser is not responsible for any outstanding taxes. Seller shall be responsible for any assessments for work completed before the closing and shall and does hereby indemnify, defend and save Purchaser harmless from any claims therefor or any liability, loss, cost or expenses arising therefrom. This obligation shall survive the Closing.

(b) Water, electricity, sewer, gas, if any, and other utilities if any. With reference to same, Seller shall have the utility companies make a reading on the date of closing of all electric, gas and water meters for any accounts that the Seller is responsible for payment. Seller shall pay the final bill for such charges as of the date of closing. Purchaser shall have those utilities placed in Purchaser's name as of the date of closing.

(c) Seller shall pay at closing the cost of preparation of the Deed and other conveyancing instruments, the realty transfer fee, the cost of releasing any liens and security interests of record, and its own legal fees.

(d) Purchaser shall pay at closing the costs of title insurance premiums and search fees, survey costs and other charges related to Purchaser's due diligence, the mansion tax, to the extent relevant, and its own legal fees, except as otherwise may be expressly provided herein. Unless otherwise specified in this Agreement, each party shall pay its own expenses in connection with this transaction.

(e) Purchaser shall pay any fees or charges imposed in connection with the recordation of the deed and the transfer of the Property, or any taxes, charges, fees or costs of any kind relating to Purchaser's financing or documents relating to Purchaser's financing.

(f) Current collected rents under the Leases for the month in which the Closing occurs shall be apportioned between the Purchaser and Seller.

If any of the aforesaid items of adjustment cannot be adjusted at time of Closing because the information required for the adjustment is not available and if the parties do not agree as to a compromise adjustment at time of Closing or to hold an amount in escrow, such items shall be adjusted after Closing as soon as said information is available. Any computational errors in such adjustments shall be corrected promptly after discovery.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Seller's Representations and Warranties. As a material inducement to Purchaser to enter into this Agreement and to proceed to its consummation on the Closing Date, Seller makes the following representations, warranties, and agreements upon which Purchaser relies. Each such warranty, representation, and agreement shall be true and accurate in all material respects at the Closing Date as if made at that time.

(a) Subject to the receipt of the Sale Order, Seller is fully authorized to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated thereby. Seller also represents:

- (i) Seller is duly organized and validly existing under the laws of the State of New Jersey and has all requisite power and authority to own or lease its properties and to carry on its business as now being conducted;
- (ii) All company action necessary for the authorization and performance on the part of Seller under this Agreement and the transactions contemplated hereby has been taken and this Agreement represents a valid and binding obligation of Seller in accordance with its terms; and
- (iii) Seller is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its business or character of its properties make such qualification necessary, and has all licenses and permits necessary to permit it to conduct its business as it is now being conducted.

(b) To Seller's actual knowledge, Seller has provided copies of any known violations of any kind pending or threatened against the Property or the Building.

(c) Neither the execution nor delivery of this Agreement, nor the consummation of the transactions described herein or contemplated hereby nor compliance with the terms hereof by Seller will conflict with or, with or without notice, will result in the breach of any terms of, or constitute a default under any order, decree, agreement or instrument of any kind to which Seller is a party or by which Seller is bound, or result in the creation of any encumbrance

upon the Property.

(d) Seller has received no written notice of Condemnation (as hereinafter defined) affecting the Property or the Building, or of proceedings to change the zoning of the Property.

(e) Seller has received no written notice of unconfirmed or confirmed assessments against the Property or the Building.

(f) Other than the Bankruptcy, there are no actions, litigation, suit, proceedings (including Condemnation), pending or affecting the Property or the Building except for a foreclosure action instituted by the Seller's lender.

(g) Seller is not a "foreign person" as such term is defined pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA) under Section 1445(f)(3) of the Internal Revenue Code of 1986 as amended (the "Code") and Seller is not a "United States Real Property Holding Corporation" as such term is defined under the Code, relating to the transfer of U.S. real property interests by foreign persons. Seller shall deliver a FIRPTA Affidavit (the "Affidavit") as required under Section 1445 of the Code to establish that Seller is not subject to the withholding requirements of Section 1445 of the Code. If Seller fails to deliver such Affidavit now or prior to Closing, or if Purchaser is not entitled to rely on Seller's Affidavit because of actual knowledge or notice that such Affidavit is false, then Purchaser may withhold at the Closing the payment of up to ten (10%) percent of the sale price, as required by the provisions of Section 1445 of the Code. Seller's Federal Employee Identification Number is _____.

(h) To the Seller's actual knowledge, and except as indicated in any materials provided by Seller to Buyer, (i) no hazardous materials, asbestos, toxic substances, contaminants, pollutants or other substances whose release into the environment in any quantity are regulated by applicable laws, statutes, regulations or otherwise including, without limitation, all substances which are (x) gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls, or (y) defined, designated or listed as a "hazardous substance", "hazardous material", "hazardous waste" or "industrial waste" under any applicable law, statute, regulation or otherwise ("Hazardous Materials") in quantities which require remediation under applicable laws are now on, in, or under the Property; (ii) Seller has received no notice from any governmental agency indicating that any present or past condition on or use of the Property may violate any law, rule, or regulation concerning any Hazardous Materials; (iii) Seller has not received any written notice from any source indicating that the Property is or has been contaminated by Hazardous Materials or any written notice that the Property is subject to any claim or cause of action pursuant to any federal, state or local environmental statute, regulation or ordinance. To the Seller's actual knowledge, there never have been any underground storage tanks or tanking systems for petroleum or chemical products or any transformers containing PCBs on any portion of the Property and no portion of the Property has ever been used as a dry cleaner.

(i) Within ten (10) days after the full execution of this Agreement, Seller shall provide Buyer with a completed Affidavit (based upon Seller's actual knowledge), in the form attached hereto as Exhibit "F", detailing the historical use of the Property, to the extent known, and

confirming that, to Seller's knowledge, it is correct (the "ISRA Affidavit").

(j) The information concerning written leases, written licenses and written occupancy agreements is set forth in Exhibit "G" attached hereto ("Rent Schedule") is accurate as of the date set forth therein or, if no date is set forth therein, as of the date hereof, and there are no leases or tenancies, subleases or subtenancies of any space in the Premises other than those set forth therein. Except for the leases with National Railroad Passenger Corporation (Amtrak), Dale Motor Corp. d/b/a Precision Acura of Princeton, and J & A Chino Pallet Company (collectively the "Leases"), there are no leases in effect with respect to the Property or any portion thereof, or other parties in possession of any portion of the Property as lessees, or tenants at sufferance and no party or entity has any rights to possess, occupy or acquire the Property. As part of the Sale Order, Seller shall request the rejection Dale Motor Corp. and J & A Chino Pallet Company leases. Except as otherwise set forth in the Rent Schedule or elsewhere in this Agreement:

(i) Except for any proceeding in the Bankruptcy Court, no action or proceeding instituted against Seller by any tenant, occupant or licensee of all or part of the Property is presently pending in any court or other tribunal, except with respect to claims involving personal injury or Premises damage which are covered by insurance;

(ii) the Rent Schedule accurately sets out all security deposits held by Seller with respect to the Leases;

(iii) true and complete copies of the Amtrak lease has been delivered to Buyer or its counsel;

(iv) no leasing commissions are due or owing with respect to any of the Leases or Tenancies and all leasing commissions have been paid in full with respect to all of the Leases and Tenancies, except to the extent any brokerage agreements, copies of which have been provided to Buyer, may provide for payment of a commission in case of any renewal, extension or expansion of space.

(k) Seller does not own any Property contiguous to the Property.

(l) There are no service contracts and other contracts, other than the Leases affecting the Property which Seller is a party.

(m) Neither Seller nor, to the best of Seller's knowledge, any person or entity holding legal or beneficial interest whatsoever (whether directly or indirectly) in it or the real property, is named on any list of persons, entities and governments issued by the Office of Foreign Assets Control of the United States Department of the Treasury pursuant to Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit or Support Terrorism, as in effect on the date hereof, or any similar list issued by OFAC or any other department or agency of the United States of America.

(n) To Seller's actual knowledge, except for the Permitted Exceptions, no right of first refusal, purchase option or similar option or right exists with respect to the Property (or any portion thereof).

The above representations and warranties set forth in this Agreement do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such representations and warranties and information, in light of the circumstances under which they have been made, not misleading, and Seller has not withheld from Purchaser its knowledge of any material fact or event that has occurred or is about to occur regarding the Property which has had or, so far as it can reasonably foresee, will have an adverse effect on the Property.

To the extent any of the Seller's representations are qualified to "the Seller's knowledge" or language of similar import, such qualification shall mean to the actual knowledge of the Seller.

10.2. Purchaser's Representations and Warranties. As a material inducement to Seller to enter into this Agreement and to proceed to its consummation on the Closing Date, Purchaser makes the following representations, warranties, and agreements upon which Seller relies. Each such warranty, representation, and agreement shall be true and accurate in all material respects at the Closing Date as if made at that time.

(a) Purchaser is duly authorized to execute this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms.

(c) Neither the execution nor the delivery of this Agreement or the documents contemplated hereby, nor the consummation of the Purchaser's purchase of the Property, will conflict with or cause a breach of any of the terms and conditions of, or constitute a default under, any agreement, covenant, license, permit, or other instrument or obligation by which Purchaser or Purchaser's assets are bound or otherwise governing Purchaser or Purchaser's assets.

(d) Purchaser is not in receivership or dissolution, has not made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature, has not been adjudicated a bankrupt or filed a petition in voluntary bankruptcy or petition or answer seeking reorganization or an arrangement with creditors under the Federal bankruptcy law or any similar law or state of the United States or any jurisdiction and no such petition has been filed against Purchaser and to the best of its knowledge, none is threatened.

(e) Purchaser shall provide Seller with a certification at Closing stating that the representations and warranties set forth in this Agreement are true, complete and correct in all material respects as of the Closing Date.

The above representations and warranties do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such representations and warranties and information, in light of the circumstances under which they have been made, not misleading.

10.3. Closing Certificate. Each of Seller and Purchaser shall deliver to the other party at Closing a certified statement updating the warranties and representations as of the Closing Date.

10.4 No survival of Representations and warranties. The representations and warranties contained herein shall not survive closing.

11. REMEDIES UPON DEFAULTS.

11.1 Default by Purchaser. If Purchaser defaults under this Agreement, Seller's sole remedy shall be to terminate this agreement and retain the Deposit. Seller shall have no other rights against the Purchaser and shall not commence any legal action for Purchaser's default.

11.2 Default by Seller. If Seller defaults in the performance of any of its covenants, including its obligation to close under this Agreement, and Purchaser is ready, willing and able to close, Purchaser may seek specific performance of Seller's obligation to complete Closing. Such action must be brought within 60 days after the scheduled date for Closing. Alternatively, Purchaser shall also have the right to terminate this Agreement and receive a return of the Deposit. The Purchaser's remedies set forth in this Section shall be the Purchaser's sole and exclusive remedies for Seller's breach of this Agreement prior to Closing. Notwithstanding anything to the contrary contained in this Agreement, Purchaser agrees that its recourse against Seller under this Agreement or under any other agreement, document, certificate or instrument delivered by Seller to Purchaser, or under any law applicable to the Property or this transaction, shall be strictly limited to Seller's interest in the Property. Purchaser shall not seek or obtain any recovery or judgment against any of Seller's other assets (if any) or against any of Seller's members, partners, or shareholders, as the case may be or any director, officer, employee or shareholder of any of the foregoing.

12. NOTICES. All notices, demands or requests to be given hereunder shall be given in writing and sent by registered or certified mail, return receipt requested, or by Federal Express (or similar delivery service, so long as a receipt for delivery is produced), addressed to the parties hereto at their addresses set forth below or at such other address as they may designate by written notice:

If to Seller: **2424 ESSE LLC**
63 Bozarthtown Road
Tabernacle, NJ 08088
Attention: Tammy Alvarez-Olmeda

With a copy to: Arthur J. Abramowitz, Esq.
Sherman, Silverstein, Kohl, Rose & Podolsky, P.A.
308 Harper Drive, Suite 200
Moorestown, New Jersey 08057

If to Purchaser: American Glory LLC
1412 Broadway, Suite 1610
New York, NY 10018

Attention: Moshe Levi

With a copy to: Keith E. Marlowe, Esq.
Brown Moskowitz & Kallen, P.C.
180 River Road
Summit, New Jersey 07901

13. BROKERS. Each party hereby represents and warrants to the other that it has not employed or retained any broker or finder in connection with the transactions contemplated by this Agreement except for Berkshire Hathaway Home Services Fox & Roach Realtors and Dreifus Realty and Funding LLC (collectively the "Broker"), to whom the Seller shall pay a single fee or commission pursuant to a separate agreement between the Seller and Berkshire Hathaway Home Services Fox & Roach Realtors, and that except for the Broker neither has had any dealings with any other person or party which may entitle that person or party to a fee or commission. Each party shall indemnify the other of and from any claims for commissions by any person or party claiming such commission by or through the indemnifying party. The provisions of this Section 13 shall survive Closing.

14. CONDEMNATION; CASUALTY LOSS.

14.1 Prior to the Closing, if any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property or the Building, or a sale occurs in lieu thereof, the Purchaser shall be entitled to elect within 30 days after notice from Seller to Purchaser of such intended taking by eminent domain or sale in lieu thereof either to (a) terminate this Agreement, or (b) proceed to the Closing, in which event all proceeds, awards and other payments arising from any such taking or sale shall be paid to the Purchaser, with no adjustment of the Purchase Price paid at Closing. If the Purchaser elects to terminate this Agreement, Escrow Agent shall return the Deposit to Purchaser and the parties hereto thereafter shall have no further obligations or liabilities to one another hereunder, except as otherwise specifically provided herein. The Seller represents that it is unaware of any pending taking.

14.2 Prior to Closing, if all or a substantial part of the Property or the Building is destroyed or damaged, Seller shall give Purchaser written notice thereof whereupon Purchaser shall have the option, exercisable in writing, within ten (10) days after receipt of notice from Seller of the loss, to terminate this Agreement or to proceed with the Closing. If Purchaser fails to give Seller written notice of its termination of this Agreement pursuant to this Paragraph 14.2 within the said ten (10) day period, Purchaser shall be deemed to have elected to proceed to Closing. If Purchaser elects to terminate this Agreement, the Deposit shall be returned to Purchaser by the Escrow Agent and, thereafter, the parties shall have no further rights, duties or obligations hereunder except as otherwise expressly provided herein. If Purchaser elects or is deemed to have elected to proceed to Closing, or if the damage to the Property is not substantial as defined herein below in this Paragraph 14.2, Purchaser shall be obligated to proceed with the Closing without a reduction in the Purchase Price, but Purchaser shall be entitled to any insurance proceeds payable by insurance companies to Seller as a result of such damage. Seller shall assign to Purchaser all of Seller's rights to such proceeds at Closing and cooperate with Purchaser after Closing to collect the insurance proceeds. For purposes of this Paragraph 14.2, destruction or damage to the Property

shall be deemed "substantial" only if the loss in question exceeds ten percent (10%) of the Purchase Price as determined by written estimates of the actual cost to repair and restore the destruction and damage, which written estimate shall be obtained by Seller from a licensed general contractor, or from a public insurance adjusting firm.

15. CONDITION OF PROPERTY.

15.1 Seller agrees to maintain the Property in the same condition as exists on the Effective Date through the Closing subject to normal wear and tear, including without limitation, periodic and seasonal maintenance.

15.2 Seller agrees to keep all improvements on the Property in the same condition as exists on the Effective Date, normal wear and tear excepted shall not make any material or structural changes to the improvements.

15.3 Seller agrees to maintain in force all insurance policies relating to the Property which are in effect on the date of this Agreement in at least such amounts as are maintained by Seller on the date of this Agreement.

16. LIMITATION ON LIABILITY OF SELLER. Under any and all circumstances, the shareholders, officers, directors, representatives, employees, agents and other persons acting for or on behalf of Seller shall have no individual liability nor responsibility to Purchaser whatsoever. Purchaser acknowledges that said condition is a material term and Seller would not enter into this Agreement, but for said condition. This Section 16 shall survive the closing of title or termination of this Agreement.

17. GOVERNMENT LISTING. Each party represents and warrants that such party (i) is not included on any Government List (as hereinafter defined); (ii) is not subject to the prohibitions contained in Presidential Executive Order No. 133224 (September 23, 2001) or in any enabling or implementing legislation or other Presidential Executive Orders in respect thereof; (iii) has not been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any offense under the criminal laws against terrorism, the criminal laws against money laundering, the Bank Secrecy Act, as amended, the Money Laundering Control Act of 1986, as amended, or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), as amended; (iv) is not currently under investigation by any governmental authority for alleged criminal activity; or (v) does not have a reputation in the community for criminal or unethical behavior. For purposes of this Agreement, the term "Government List" means (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control, United States Department of the Treasury ("OFAC"), (2) the Denied Persons List and the Entity List maintained by the United States Department of Commerce, (3) the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (4) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the lists, laws, rules and regulations maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation,

(5) any other similar list maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to any Executive Order of the President of the United States of America and (6) any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, as all such Government Lists may be updated from time to time. For purposes of this Agreement, "party" means (i) Purchaser or Seller, (ii) all persons or entities that control are controlled by, or are under common control with Purchaser or Seller, (iii) all persons or entities which have an ownership interest in Purchaser or Seller, whether direct or indirect, and (iv) all persons or entities for whom or on whose behalf Purchaser or Seller acts.

18. Intentionally Omitted.

19. CERTIFICATES OF OCCUPANCY/LICENSES. The Seller shall not be obligated to obtain any Certificate of Occupancy or other document required by any governmental authority.

20. MISCELLANEOUS.

20.1 This Agreement and the Escrow Agreement constitute the entire agreement between the parties and may not be modified or changed except by written instrument executed by both Seller and Purchaser. All prior negotiations, understandings and agreements are superseded and are merged herein.

20.2 If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof, and any application thereof, shall in no way be affected or impaired and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20.3 All pronouns shall be construed to be of such gender and number as the context may require.

20.4 This Agreement may be executed in counterparts and such counterparts shall, for all purposes, constitute one agreement binding on the parties hereto, notwithstanding that the respective parties have not signed the same counterpart. Furthermore, any counterpart that is signed and returned by facsimile or electronic transmission shall be deemed properly signed and delivered.

20.5 The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, except as expressly set forth herein.

20.6 Purchaser may assign this Agreement to an entity controlled by Purchaser or under common control with Purchaser without the prior written consent of Seller and upon notice to

Seller together with a copy of the assumption agreement provided. Except as set forth herein, Purchaser may not assign this Agreement.

20.7 The parties to this Agreement may waive any of the conditions contained herein, except where specified otherwise, or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation. Any past waiver shall not operate as a future waiver of the same terms, covenants, conditions or provisions, or prevent the future enforcement thereof.

20.8 Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

20.9 Each of the parties hereto hereby agrees to execute, with acknowledgment or affidavit if required, and deliver or cause to be executed and delivered to each other such further instruments, documents, conveyances and things and take such other action as may be reasonably required or appropriate to more effectively carry out the terms, provisions and purposes of this Agreement.

20.10 Each party hereto stipulates that he has been represented by, and has relied upon, the counsel of his own choosing in the negotiations for the preparation of this Agreement. It is acknowledged that the parties hereto have, through their respective counsel, mutually participated in the preparation of this Agreement, and it is agreed that no provision herein shall be construed against any party hereto by virtue of the activities of that party or his attorneys.

20.11 All captions and headings are for convenience or reference only and do not constitute a part of this Agreement or affect its meaning.

20.12 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice or conflict of law provisions, principles, or rules that would cause the application of any laws of any jurisdiction other than the State of New Jersey. Venue for any cause of action, controversy or dispute regarding this Agreement or the subject matter hereof shall be properly brought only in the Federal District Court for New Jersey or State courts located in Essex County, New Jersey, and each party consents to the jurisdiction of such courts.

20.13 Seller may structure the sale as part of a tax-deferred exchange in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended. Subject to the terms of this section 21.14, Purchaser agrees to cooperate with such transaction as long as (a) the Closing Date shall not be adjourned by reason thereof and such like kind exchange shall not delay consummation of this transaction, (b) it incurs no expense or liability obligation, other than

acknowledging and consenting to exchanging party's assignment in connection with such exchange, (c) it shall have no obligation to take title to any real property in connection with such exchange, and (e) it shall make no representation or warranty in connection with, and shall have no responsibility for, compliance by such exchange with the Internal Revenue Code or any regulations thereunder. Seller shall defend, indemnify and hold Purchaser harmless from and against all expenses, costs and damages of any kind (including reasonable attorneys' fees) suffered by Purchaser resulting from the performance of any acts of cooperation necessitated by this Section.

REMAINDER OF PAGE INTENTIONALLY BLANK

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

SELLER:

2424 ESSE LLC

Date: 02/21/2018 By: Sammy Alvarez-Elmeda

PURCHASER:

AMERICAN GLORY LLC

Date: 2/19/18 By: [Signature] member

EXHIBIT A

LAND

[Insert legal description of the Land]

EXHIBIT B

INSERT LIST OF PROPERTY TO BE INCLUDED IN THE SALE

EXHIBIT C

FORM OF ESCROW AGREEMENT

EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

RE: Lease between _____ ("Landlord") (or its predecessor in interest) and _____ ("Tenant"), as amended or modified by the documents listed in Paragraph 1 below (collectively, the "Lease"), which was executed with respect to a portion of the property (the "Property") located at 22424 East State Street Extension, Hamilton New Jersey (the "Property")

Gentlemen:

Tenant understands that Landlord intends to sell the property to _____ or an entity related thereto ("Purchaser") or its assignee and in connection with such transaction Tenant hereby certifies as follows:

(1) The date and caption of the Lease (inclusive of all agreements, amendments, modifications, assignments or guarantees) is as follows: _____.

There are no other agreements, amendments, supplements, modifications or commitments between Tenant and Landlord, or any guarantor of Tenant's obligation under the Lease, relating to the Property or with respect to the Lease other than as attached hereto and expressly listed above.

2. The Tenant is in possession of the Property and (i) the Lease has not been assigned and no portion of the Property has been sublet.

3 The Property contains _____ net leasable square feet.

4 The Lease Commencement Date was _____.

5 The Lease Termination Date is _____.

6 The Lease is in full force and effect.

7 Tenant has accepted possession of the Property, and all work to be done by the Landlord has been completed in accordance with the requirements of the Lease, except as follows:

_____.

8 There is no free rent or other rent concessions and no offsets or credits against rentals or other monetary obligations under the Lease; there are no outstanding claims or defenses to enforcement of the Lease; and all of Landlord's obligations of an inducement nature have been fulfilled.

9 Tenant has the following option(s) to renew or extend the Lease term:

Number of renewal or extension terms _____.

Length of each renewal or extension term _____.

10. Tenant does not have any option(s) to terminate the Lease prior to the Termination Date.

11. Tenant does not have an option or right of first offer or right of first refusal to acquire the Property.

12. Tenant does not have any option(s) for first right of refusal or first right of offer on any additional space.

13. The current monthly base rental is \$ _____ annually, and all monthly installments of annual rent has been paid through the date of _____, 2017 and not prepaid thereafter. Scheduled increases in base annual rental are as follows:

Tenant currently pays \$ _____ per month in addition to its base rent. If this additional rent is based on the tenant paying its pro rata share, this amount is reconciled with actual charges for the year after the first of the year as provided for in the lease. Tenant has received all reconciliation statements (including payments of any amount due) for reconciliations of additional rent for all calendar years prior to 2017.

Please check those that apply:

Tenant pays its full pro rata share _____ or fixed _____ of the following:

CAM	Monthly _____ or Annually _____	Amount \$ _____
Taxes	Monthly _____ or Annually _____	Amount \$ _____
Insurance	Monthly _____ or Annually _____	Amount \$ _____
Other	Monthly _____ or Annually _____	Amount \$ _____

If Percentage Rent is payable under the Lease, Percentage Rent is equal to _____ percent. Tenant's year-to-date gross sales for January 1, 2016 through _____ are \$ _____ and were \$ _____ for January 1, 2015 through December 31, 2015.

14. No breaches or defaults exist under the Lease by Tenant or, to the best of Tenant's knowledge, by Landlord, and no event has occurred which, after the passage of time or the giving of notice, would constitute a breach or default by Landlord under the Lease or give Tenant any offset right or claims under the Lease

15. There are no leasing commission agreements between Tenant and any representative with respect to the Lease that could result in a commission payable by Landlord with respect to the Lease or any renewal thereof.

16. Tenant has paid a security deposit in the amount of \$ _____ pursuant to the Lease. [If none, so indicate]

17. Landlord does not owe or through the passage of time will not owe Tenant any tenant improvement allowances or other concessions or rebates except: _____

18. All Notices to Tenant under the Lease should be sent to the following address for Tenant:

Tenant's federal taxpayer identification number is: _____

19. To Tenant's knowledge, Tenant's use, maintenance and operation of the Property complies in all material respects with applicable federal, state, county and municipal laws and regulations relating to environment, health and safety.

20. To Tenant's knowledge, Tenant has not stored any hazardous or toxic wastes or substances (other than standard cleaning materials, materials held for sale in the ordinary course of business and similar items) on any part of the Property or discharged any hazardous or toxic wastes.

21. Tenant has not received written notice of violation of any federal, state, county or municipal laws, regulations, ordinances, orders or directives relating to the use of condition of the Property, that remains uncured, except

22. Tenant is not in receivership or dissolution, has not made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature, has not been adjudicated a bankrupt or filed a petition in voluntary bankruptcy or petition or answer seeking reorganization or an arrangement with creditors under the Federal bankruptcy law or any similar law or state of the United States or any jurisdiction and no such petition has been filed against Tenant and to the best of its knowledge, none is threatened.

22. The person executing this certification is duly authorized to execute the same on behalf of Tenant and this certificate is and shall be binding on the Tenant, its successors and assigns. Tenant acknowledges that Purchaser or its assignee and Purchaser's lender will rely on the statements contained herein in purchasing the property which is the subject of the Lease. This certification is for the benefit of Purchaser and its successors and assigns and any lender of Purchaser or its successors or assigns.

TENANT:

By: _____
Print Name _____
Title: _____
Date: _____

EXHIBIT "F"

ISRA AFFIDAVIT

STATE OF NEW JERSEY :
 SS :
 COUNTY OF _____ :

I, _____, of full age, upon my oath depose and say:

1. I am the _____ (hereinafter called "Owner"), having an address of _____.

2. Owner is the fee simple owner of the property known as _____ [insert street address and lot and block numbers] (hereinafter called the "Property").

3. To my knowledge, No "industrial establishment" as defined in the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K et seq. (as may be amended from time to time, including the accompanying regulations) (collectively, "ISRA"), has occupied any portion of the Property on or after December 31, 1983.

4. To my knowledge, the following businesses have operated at the Property since December 31, 1983:

Name of Business/Industrial Establishment Number	Dates of Operation	NAICS
--	--------------------	-------

5. This affidavit is made on behalf of Owner to induce _____ ("Purchaser"), to purchase the Property from Owner. The above information is true, accurate and complete. The undersigned is aware that Purchaser will rely on the truthfulness of the statements made in this affidavit.

Date: _____, 20__

By: _____

By: _____

Name: _____

Title: _____

Sworn to and Subscribed
 before me on this _____ day
 of _____, 20__

 Notary Public

EXHIBIT "G"
RENT SCHEDULE

EXHIBIT "D"

Due Diligence Items

The Seller shall furnish to Purchaser at Purchaser's address listed in the Agreement, the following items, provided they are in the possession and/or control of Seller or reasonably obtainable by Seller, and, where applicable are known by the Seller.

Item #	Description	
1	Copies of service, management, leasing, maintenance and other contracts affecting the Property, including but not limited to leases for furniture, fixtures, and equipment	
2	Copies of utility bills for current and previous two (2) calendar years, including but not limited to sewer and water, gas, electric, telephone, cable and fuel bills	
3	Real estate, personal property and other tax bills affecting the Property for current and previous two (2) calendar years	
4	Copies of any known special assessments affecting the Property in 2016 or thereafter	
5	Copies of mechanical, engineering, and environmental reports along with all related notices, and correspondence	
6	Copies of surveys, title policies and architectural plans for the Property	
7	List any known current material violations affecting the Property or Building which remain uncured	
8	Copies of assignable warranties and guaranties for the Property	
9	Intentionally Omitted	
10	Permits for use and occupancy of the Property	
11	Tenant Leases	
12	Permits, approvals, licenses and registrations affecting the Property	