

**ORDINANCE NO. 24-2084
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX, NJ**

**AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN
MIDDLESEX COUNTY AUTHORIZING THE EXECUTION OF AN ASSIGNMENT
AND ASSUMPTION AGREEMENT WITH HP RARDEN REDEVELOPMENT LLC
PURSUANT TO N.J.S.A. 40A:12A-1 ET SEQ. RELATED TO THE
REDEVELOPMENT OF TRACT A**

BE IT ORDAINED by the Highland Park Borough Council, Middlesex County as follows:

1. Pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., the Borough of Highland Park is hereby authorized to enter into an Assignment and Assumption Agreement as attached as **Exhibit A**. Under the Assignment and Assumption Agreement, the costs shall not exceed \$1,500,000.00. The costs to obtain the properties under the Assignment and Assumption Agreement has been appropriated pursuant to Bond Ordinance 15-1881 finally adopted September 4, 2018, as amended.
2. The Mayor and Clerk of the Borough of Highland Park are hereby authorized and directed to execute an Assignment and Assumption Agreement and any and all necessary related documents in order to effectuate the assignment and assumption.
3. This Ordinance shall take effect upon its passage and publication as provided for by law.

Introduced and passed on first reading: April 16, 2024

ADOPTED:

ATTEST:

APPROVED

Jennifer A Santiago, Borough Clerk

Elsie Foster, Mayor

THIS AGREEMENT (the “**Agreement**”) dated as of April __, 2024 (“**Effective Date**”), by and between the **BOROUGH OF HIGHLAND PARK**, (the “**Borough**”), located at 221 South Fifth Street, Highland Park, New Jersey 08904, acting pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “**Redevelopment Law**”), and **HP RARDEN REDEVELOPMENT LLC** (f/k/a Tantum Fidelco HP LLC), a limited liability company of the State of New Jersey, located c/o Tantum, 66 York Street, 5th Floor, Jersey City, New Jersey 07302 (the “**Conditional Redeveloper**”).

WITNESSETH

WHEREAS, the Redevelopment Law provides a process for municipalities to participate in the redevelopment and improvement of areas designated as areas in need of redevelopment or as areas in need of rehabilitation; and

WHEREAS, pursuant to the Redevelopment Law, the Borough Council caused a redevelopment plan to be prepared for certain property located within the Borough, entitled the “Downtown Redevelopment Plan for Tracts A-D” (the “**Redevelopment Plan**”); and

WHEREAS, on September 14, 2021, the Borough Council approved Ordinance No. 21-2030 adopting the Redevelopment Plan; and

WHEREAS, as described in the Redevelopment Plan, the properties identified as Tract A: Block 1704 [173], Lots 41-49 & Portion of Lot 20 (“**Tract A**”), along with certain other properties, have been designated as an “area in need of redevelopment” and/or a “condemnation area in need of redevelopment”; and

WHEREAS, in order to proceed with the redevelopment of Tract A it is necessary to acquire certain parcels including Block 1704, Lot 47 on the Borough’s Tax Map, more commonly known as 115 Raritan Ave., which is an auto repair business named Ubry’s (the “**Ubry’s Property**”; the owners thereof, “**Ubry’s**”); and

WHEREAS, the Borough has conditionally designated the Conditional Redeveloper as the redeveloper of Tract A; and

WHEREAS, the Conditional Redeveloper has engaged in discussions to obtain the Ubry’s Property for redevelopment; and

WHEREAS, the Borough has encouraged Conditional Redeveloper to assist in the relocation of the auto repair business as a component of such negotiations; and

WHEREAS, such negotiations have resulted in an agreement to relocate such auto repair business to Block 3104, Lots 7-11 on the Borough’s Tax Map, more commonly known as 70 Woodbridge Ave., which is P&K Auto Clinic (the “**P&K Property**”) pursuant to an exchange agreement with Ubry’s (the “**Ubry’s Exchange Agreement**”), which is attached hereto as **Exhibit A**; and

WHEREAS, in order to implement such relocation the Conditional Redeveloper has entered into a purchase and sale agreement for the P&K Property and letter amendment thereto (the “**P&K Purchase and Sale Agreement**”), which is attached hereto as **Exhibit B**; and

WHEREAS, the Borough has determined that it is in the Borough’s interest to own the P&K Property and the Ubry’s Property pending the acquisition of the balance of the properties within Tract A and the finalization of the negotiations with the Conditional Redeveloper for a redevelopment agreement and related agreements; and

WHEREAS, under this Agreement, the Borough agrees to accept assignment of the Ubry’s Exchange Agreement from the Conditional Redeveloper and to accept title to the P&K Property either directly from its owner or from the Conditional Redeveloper.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties do hereby mutually covenant and agree as follows:

Section 1. Assignment and Assumption of Rights and Obligations. No later than the expiration of the Due Diligence Period for both the Ubry Transfer and the PK Transfer (as such terms are defined in the Ubry’s Exchange Agreement, which is attached hereto as **Exhibit A**), Conditional Redeveloper agrees to assign the Ubry’s Exchange Agreement of, to the Borough and the Borough agrees to accept such assignment and to assume all rights and responsibilities of the Conditional Redeveloper under the Ubry’s Exchange Agreement. Conditional Redeveloper agrees to provide the Borough with copies of documentation it obtains in the course of the Due Diligence Period with respect to its due diligence for the Ubry Transfer. Conditional Redeveloper shall not terminate the Ubry’s Exchange Agreement pursuant to Section 2.1(d) thereof without the consent of the Borough. The Borough hereby agrees to accept title to the P&K Property either directly from its owner or from the Conditional Redeveloper in accordance with the terms of the P&K Purchase and Sale Agreement, which is attached hereto as **Exhibit B**, subject to Section 2 below and except as otherwise set forth in Section 3 below. The Parties agree to cooperate to facilitate the closing under the P&K Purchase and Sale Agreement in accordance with the terms thereof.

Section 2. Payment and Reimbursement of Costs Related to P&K Property. In addition to the other agreements of the Borough set forth herein, the Borough agrees to (a) reimburse Conditional Redeveloper at Closing on the P&K Property for (i) the amount of \$115,000 paid by Conditional Redeveloper as deposits under the P&K Purchase and Sale Agreement, and (ii) the documented costs of due diligence on the P&K Property, to include survey and appraisal (for (ii), not to exceed Thirty Thousand Dollars (\$30,000.00)), (b) fund at Closing all costs payable by Purchaser at Closing under the P&K Purchase and Sale Agreement, including purchase price, carrying costs, and title insurance; and (c) provided the Closing on the P&K Property has occurred, pay up to Four Hundred Fifty Thousand Dollars (\$450,000.00) for certain rehabilitation and remediation work at the P&K Property as described in the initial budget set forth in **Exhibit C**, attached hereto (the “**P&K Property Improvements**”) and relocation costs payable to Ubry pursuant to Section 8.5 of the Ubry’s Exchange Agreement. Amounts due under Section 2(c) will be paid by the Borough directly within forty-five (45) days of receipt of invoices for such work including required contractor deposits and a ten percent (10%) management fee. Conditional

Redeveloper shall make available to Borough the Holdback (as defined in the P&K Purchase and Sale Agreement) for payment/reimbursement of the above costs as set forth in the P&K Purchase and Sale Agreement.

Section 3. P&K Property Remediation and Rehabilitation. The Conditional Redeveloper shall retain the obligation described in Exhibit A of the Ubry's Exchange Agreement to perform the P&K Property Improvements (defined as the "Additional Consideration Work" in the Ubry's Exchange Agreement), subject to Borough compliance with Section 2(c). Prior to the commencement of the P&K Property Improvements, Borough and Conditional Redeveloper shall enter into a typical Access Agreement acceptable to Borough's legal counsel in order to accomplish the purposes set forth herein.

Section 4. Borough P&K Property Responsibilities. Following closing thereon, the Borough will insure the P&K Property at replacement value (including as shall be improved by the Additional Consideration Work) and will fund the cost of repair/rebuild in case of casualty. Other than with respect to the performance of the Additional Consideration Work by Conditional Redeveloper, Borough shall be responsible maintaining the condition of the P&K Property for conveyance in accordance with the Ubry's Exchange Agreement.

Section 5. Transfer of Ubry's Property. Simultaneous with the Borough's acquisition of the Ubry's Property, Borough shall reimburse Conditional Redeveloper for the documented cost of due diligence performed by Conditional Redeveloper on the Ubry's Property, in an amount not to exceed \$30,000. The redevelopment agreement for the Tract A project by and between the Conditional Redeveloper and the Borough will set forth the timing of the Borough's conveyance of the Ubry's Property to Conditional Redeveloper, the consideration for which shall be an amount equal to the total amount actually expended by the Borough pursuant to this Agreement, the Ubry's Exchange Agreement and the P&K Purchase and Sale Agreement. Provided that if the parties fail to negotiate a redevelopment agreement the Conditional Redeveloper shall have no rights to acquire the Ubry's Property.

Section 6. Termination of the Ubry's Exchange Agreement. If the Ubry's Exchange Agreement is terminated prior to the commencement of the P&K Property rehabilitation, the Conditional Redeveloper shall have a one-year option, commencing on the termination of the Ubry's Exchange Agreement, to buy the P&K Property from the Borough for an amount equal to the amount actually expended by the Borough pursuant to this Agreement in connection with the P&K Purchase and Sale Agreement, with the Borough assisting in residential development of the P&K Property.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators. This Agreement shall not be assigned without the written consent of the other Party.

Section 8. Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized,

and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 9. Execution of Counterparts. This Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile) and when each party has executed and delivered at least one counterpart, this Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

Section 10. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the State, and any disputes arising hereunder shall be resolved in the Superior Court, State of New Jersey, Middlesex County Vicinage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

HP RARDEN REDEVELOPMENT LLC
(f/k/a Tantum Fidelco HP LLC)

Witness:

By:

Debra Tantleff
Principal

BOROUGH OF HIGHLAND PARK

Attest:

By:

Teri Jover
Borough Administrator

EXHIBIT A
UBRY'S EXCHANGE AGREEMENT

3/16/2024
Execution
copy

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this "**Agreement**") is made as of April 5, 2024 (the "**Effective Date**") by and between **HP RARDEN REDEVELOPMENT LLC**, a New Jersey limited liability company ("**PK Owner**"), and **CAROL ANN RICHARDS, married, DONALD F. UBRY, JR., married, SUSAN M. NEWELL, married, and LAURA KUROWSKI, unmarried**, [each an individual] (collectively, "**Ubry**", and together with PK Owner, the "**Parties**", or each individually, a "**Party**").

WITNESSETH:

WHEREAS, PK Owner is the contract purchaser of the real property defined herein as the "PK Property", and, subsequent to the PK Closing (as hereinafter defined), PK Owner will be the owner of the PK Property.

WHEREAS, Ubry is the owner of the real property defined herein as the "Ubry Property".

WHEREAS, PK Owner desires to acquire the Ubry Property from Ubry, and Ubry wishes to convey the Ubry Property to PK Owner, subject to and upon the terms and conditions set forth in this Agreement.

WHEREAS, Ubry desires to acquire the PK Property from PK Owner, and PK Owner wishes to convey the PK Property to Ubry, subject to and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, PK Owner and Ubry, intending to be legally bound, hereby agree as follows:

SECTION 1.

CONSTRUCTION; CONVEYANCE; CLOSING

1.1 **Construction.** Throughout this Agreement, the parties are collectively referred to, from time to time, as the Transferor and the Transferee with respect to the Transfer (as hereinafter defined) of the Properties (as hereinafter defined) between the Parties contemplated herein. For purposes of clarity, whenever the terms and provisions of this Agreement so collectively refer to the Parties as Transferor and Transferee, the following shall apply:

(a) With respect to the Transfer of the PK Property (the "**PK Transfer**"), PK Owner shall be understood to be the Transferor, and Ubry shall be understood to be the Transferee.

(b) With respect to the Transfer of the Ubry Property (the "**Ubry Transfer**", and collectively with the PK Transfer, the "**Transfer**"), Ubry shall be understood to be the Transferor, and PK Owner shall be understood to be the Transferee.

1.2 **Conveyance.** In consideration of the Transfer of the Properties by Transferor to Transferee, respectively, and other good and valuable consideration, the Parties hereby agree to the Transfer contemplated herein as more specifically set forth below, and subject to and in accordance with the other terms and conditions of this Agreement:

(a) **PK Transfer.** That certain tract or parcel of land located at and known as 70 Woodbridge Avenue, Highland Park, New Jersey, and designated as Block 3104, Lots 7-11 by the Tax

Assessor's Office of the Borough of Highland Park, as well as all and all of Transferor's interest in any appurtenant rights, permits, licenses, warranties, and approvals relating thereto (the "**PK Land**"), together with all improvements thereon, equipment and fixtures located therein, and rights and privileges of Transferor thereto (the "**PK Building**", and the PK Land and the PK Building referred to herein as the "**PK Property**"). The consideration for PK Owner to consummate the PK Transfer shall be the consummation of the Ubry Transfer by Ubry. The PK Property is more fully described on **Exhibit C** attached hereto and made a part hereof as though more fully set forth hereinafter at length verbatim.

(b) **Ubry Transfer.** That certain tract or parcel of land located at and known as 115 Raritan Avenue, Highland Park, New Jersey 08904, and designated as Block 1704, Lot 47 by the Tax Assessor's Office of the Borough of Highland Park, as well as all and all of Transferor's interest in any appurtenant rights, permits, licenses, warranties, and approvals relating thereto (the "**Ubry Land**", together with the PK Land, the "**Land**"), together with all improvements thereon, equipment and fixtures located therein, and rights and privileges of Transferor thereto (the "**Ubry Building**", and the Ubry Land and the Ubry Building referred to herein as the "**Ubry Property**", with the Ubry Property and/or the PK Property referred to herein collectively or individually from time to time as the "**Property**" or the "**Properties**", as appropriate. The consideration for Ubry to consummate the Ubry Transfer shall be the consummation of the PK Transfer by PK Owner and the completion of the work (the "**Additional Consideration Work**") set forth on **Exhibit A**. The Ubry Property is more fully described on **Exhibit D** attached hereto and made a part hereof as though more fully set forth hereinafter at length verbatim.

1.3 **Closing.**

(a) The purchase and sale of the Properties shall be consummated at a closing (the "**Closing**") that shall take place on or before the thirtieth (30th) day after the completion of the Additional Consideration Work (such date, the "**Closing Date**"), through an escrow established with an escrow agent designated by the Parties (the "**Escrow Agent**"). PK Owner shall seek to complete the Additional Consideration Work by no later than 4Q 2024, subject to Force Majeure.

(b) For purposes of this Agreement, "**Force Majeure**" shall mean any delays in either Party's performance required hereunder caused by reason of strikes, utility interruptions not caused by the Parties, unseasonably harsh weather, pandemic, riots, insurrection, war, acts of terrorism, the occurrence or discovery of any environmental contamination or defect on the Property that was not identified at the time of execution hereof, or other causes not within the reasonable control of nor due to the fault of the Party delayed that has a direct, material adverse effect on the rights or obligations of the Parties to perform under this Agreement.

SECTION 2. **TRANSFeree'S DILIGENCE**

2.1 **Diligence Inspections.**

(a) Within five (5) Business Days after the Effective Date, Transferor shall deliver or make available to Transferee, without representation or warranty, those materials relating to the respective Property listed on **Exhibit B** attached hereto and made a part hereof.

(b) As used herein, the "**Due Diligence Period**" means (i) with respect to the Ubry Transfer, the period commencing on the Effective Date and ending on the sixtieth (60th) day immediately following the Effective Date, and (ii) with respect to the PK Transfer, the period commencing on the Effective Date and ending on the thirtieth (30th) day immediately following the Effective Date.

(c) During the Due Diligence Period. Transferor grants to Transferee, and persons designated by the Transferee ("**Transferee Parties**"), the right, upon advance written notice to Transferor, to enter upon the Property from time to time during ordinary business hours solely for the purpose of performing such due diligence investigations of the Property as Transferee shall deem necessary or desirable, in Transferee's commercially reasonable discretion. Transferee agrees to restore any part of the Property to its condition as it existed prior to Transferee's investigation(s) and inspection(s), and Transferee shall indemnify and hold Transferor harmless from any liability, claim or demand arising out of the acts or omissions of Transferee and other parties conducting activities on the Property on behalf of Transferee, which indemnification obligation shall not be limited by any other provision of this Agreement. All Transferee Parties in connection with any investigation or inspection of the Property shall carry policies of general liability insurance in amounts reasonably acceptable in their respective fields, naming Transferor as additional insured(s) under such policy(ies). In conducting its inspections, Transferee and Transferee Parties conducting such activities on behalf of Transferee shall: (i) not materially damage any part of such property; (ii) promptly pay when due the costs of all tests, investigations, and examinations; and (iii) not permit any liens to attach to such property by reason of the exercise of its rights hereunder. Transferee shall bear the cost of all of its inspections or tests. The provisions of this Section 2.1(c) shall survive the Closing and/or termination of this Agreement.

(d) Transferee shall have the right to terminate this Agreement at any time prior to the expiration of the Due Diligence Period by written notice to Transferor if Transferee's inspections reveal that the Property will not be suitable, with respect to the PK Property, for auto repair use following completion of the Additional Consideration Work, and, with respect to the Udry Property, for redevelopment for residential and/or commercial uses. Additionally, should an environmental consultant performing a Phase I environmental report recommend the performance of a Phase II environmental report based on its findings regarding the Udry Property, PK Owner may elect in its sole discretion, to extend the Due Diligence Period with respect to the Udry Transfer only for a period of thirty (30) days, and, to commission a Phase II environmental report on the Udry Property. Correspondingly, if any environmental consultant performing a Phase I environmental report on the PK Property recommends the performance of a Phase II environmental report based on its findings regarding the PK Property, Udry Owner may elect in its sole discretion to extend the Due Diligence Period with respect to the PK Transfer only for a period of thirty (30) days and to commission a Phase II environmental report on the PK Property. Anything herein to the contrary notwithstanding, should it be determined by PK Owner that further remediation is needed with respect to environmental conditions on the Udry Property, if the cost of same exceeds \$15,000 and PK Owner is not willing to pay such excess, then, in that event, Udry will have the option to terminate this Agreement and no Party shall have further obligation hereunder except those provisions that shall survive termination of this Agreement hereunder.

(e) Notwithstanding any provision contained herein to the contrary, in the event the need arises, as a result of Transferee's investigations, to notify under applicable laws any federal, state or local public agencies of any environmental conditions at a Property, such Transferee shall immediately notify Transferor and agrees that Transferor, not Transferee or Transferee's representatives, shall make such disclosure, unless such disclosure is required by law to be made by such Transferee or Transferee's representatives, in which instance such Transferee or such representative may make such disclosure and Transferee shall immediately notify Transferor thereof. Otherwise no disclosures as a result of an investigation shall be made by Transferor or Transferee of either Property unless also such party is compelled to do so by lawful subpoena or court order.

(f) Transferee may, at any time prior to Closing, re-inspect the Property pursuant to the provisions of subparagraph (c) above to determine that no new issues have arisen with respect to the Property which are caused as a result of the breach by Transferor of any representation or covenant contained in Sections 4 or 6 of this Agreement (a "**Covenant Breach**"). If any such Covenant Breach is

discovered to have occurred as a result of such re-inspection, Transferee may notify Transferor in writing of such Breach. If Transferee sends such notice to Transferor in compliance with the provisions herein, Transferee and Transferor shall have the same rights and obligations set forth in Section 2.1(d) above, or Sections 6 and 9, below. The provisions of Section 2.1(c) hereinabove apply to any re-inspection performed pursuant to this Section 2.1(f), including surviving the Closing Date and/or termination of this Agreement.

(g) It is understood and agreed by the Transferee and the Transferor that, except as specifically provided for in this Agreement, Transferor shall not be obligated to incur any expense or to bring any action to abate or cure any defect or other matter with respect to the Property.

2.2 Title & Survey Matters.

(a) Title and Survey Matters. At Closing, each Transferor shall convey and transfer to Transferee title to the Property as set forth below:

(1) Transferee shall order all searches within fourteen (14) days of the date hereof and obtain an ALTA title insurance commitment (the "Title Commitment") from a title company of its choosing (the "Title Company") during the Due Diligence Period, showing all matters affecting title thereto and binding the Title Company to issue at Closing an Owner's Policy of Title Insurance in an amount designated by Transferee, and a survey (the "Survey") from a surveyor covering the Property.

(2) Title Examination. Transferor shall be required to take all necessary action to remove those exceptions to title listed in the Title Commitment, unless acceptable to Transferee, and correct any matters shown on the Survey that would materially impair use of the Property as intended.

(3) Title Objections; Cure of Title Objections. Transferor shall pay off any monetary encumbrances against the Property on the Closing Date. With respect to non-monetary encumbrances, Transferor shall use best efforts, to remove objections in connection with the condition and status of title to the Property and any other matter contained in the Title Commitment or the Survey raised by Transferee.

(4) Pre-Closing "Gap" Title Defects. Transferee may, at or prior to Closing, notify Transferor in writing (the "Gap Notice") of any matters adversely affecting title raised by the title company or surveyor prior to Closing that were not reported on the Title Commitment or Survey and of which Transferee had no actual knowledge prior to the execution hereof. If Transferee sends a Gap Notice to Transferor, Transferor shall have the same obligations with respect to such exceptions as set forth under Section 2.2(2) hereof.

(5) Condition of Title; Permitted Exceptions. Title to the Property shall be good, marketable and insurable at regular rates, subject, however, to the following matters, which are hereinafter referred to as the "Permitted Exceptions":

(i) all matters that arise out of actions of Transferee or its agents, representatives or contractors;

(ii) all matters the title company is willing to insure over without any additional premium or indemnity from Transferor, to the extent acceptable to Transferee;

(iii) the title company's printed coverage exclusions;

(iv) exceptions to title that are acceptable to Transferee;

(v) such state of facts as disclosed by the Survey or inspection of the Property that do not materially impair the use of the Property as intended; and

(vi) the lien of all real estate taxes and assessments not yet due and payable as of the Closing Date, subject to adjustment as herein provided.

(6) Title Defects; Right of Termination. If, on the Closing Date, having complied with the requirements of this Agreement, (i) Transferor is unable to remove exception(s) to title listed in the Title Commitment or correct matter(s) shown on the Survey that would materially impair use of the Property as intended by Transferee or (ii) address any Gap Notice, or (iii) for any other reason, Transferor is unable to convey good, marketable and insurable (at regular rates) title to Transferee, such inaction or inability shall permit Transferee to terminate this Agreement, in which event the Parties shall have no further liability to the other under this Agreement.

SECTION 3. **CONDITIONS TO OBLIGATION TO CLOSE**

3.1 General Conditions to Obligations of Transferee. The obligation of Transferee to purchase the Property on the Closing Date is subject to the satisfaction of each of the following conditions precedent on and as of such Closing Date:

(a) Representations and Warranties. All representations and warranties of Transferor in this Agreement shall be true, correct and complete in all material respects on and as of the Closing Date.

(b) Closing Deliveries. All instruments and documents required on Transferor's part to be delivered on or before Closing under this Agreement shall be delivered to Transferee and/or the Escrow Agent and shall be in form and substance consistent with the requirements of this Agreement.

3.2 General Conditions to Obligations of Transferor. Notwithstanding anything to the contrary contained herein, the obligation of Transferor to close this transaction is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the conditions listed below; provided that Transferor, at its election, evidenced by written notice delivered to Transferee at or prior to the Closing, may waive all or any of such conditions:

(a) Representations and Warranties. All representations and warranties of Transferee in this Agreement shall be true, correct and complete in all material respects on and as of the Closing Date.

(b) Closing Deliveries. All instruments and documents required on Transferee's part to be delivered on or before Closing under this Agreement (together with those to be delivered by Transferor, the "Closing Deliveries") shall be delivered to Transferor and/or the Escrow Agent and shall be in form and substance consistent with the requirements of this Agreement. Transferee shall have taken all other action required by this Agreement of Transferee at the Closing.

3.3 Conditions to Obligations of PK Owner. Notwithstanding anything to the contrary contained herein, the obligation of Transferor to close this transaction is expressly conditioned upon the purchase by PK Owner or its designee of the PK Property (the "PK Closing"). In the event that PK Owner is unable to effectuate the PK Closing prior to June 30, 2025, either Party shall have the right to terminate this Agreement by written notice to the other, upon which this Agreement shall have no further force or

effect, and the Parties shall have no further obligations to each other save for those provisions which specifically survive the termination thereof.

SECTION 4.
REPRESENTATIONS AND WARRANTIES OF TRANSFEROR

4.1 **Representations Generally.** Each Transferor makes the following representations and warranties to Transferee, each of which are true, accurate and complete as of the Effective Date, and shall be deemed to be repeated at and as of the Closing Date and shall be true, accurate and complete as of the Closing Date:

(a) To the extent applicable, Transferor is duly organized, validly existing and subsisting under the laws of its state of formation, and has all requisite power and authority under the laws of such state;

(b) Transferor has all necessary power and lawful authority to own the Property and to execute and deliver this Agreement and Transferor's Closing Deliveries;

(c) Neither the execution and delivery of this Agreement or the Transferor's Closing Deliveries by Transferor nor the consummation of the sale contemplated hereby will, to the best of Transferor's knowledge: (A) violate, conflict with or result in a breach or termination of, or give any other party the right to terminate, or constitute a default under the terms of, any agreement to which Transferor is a party or by which it is bound; (B) violate any judgment, order injunction, award or decree of any governmental authority or binding upon Transferor or upon the Property; or (C) constitute a violation of by Transferor of any applicable law or regulation of which Transferor is subject;

(d) Transferor is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980 ("**FIRPTA**") and upon consummation of the transaction contemplated hereby, Transferee will not be required to withhold from the Purchase Price any withholding tax;

(e) The Property is not subject to ISRA (as to PK Owner on the Effective Date, to Transferor's Knowledge);

(f) There are no pending or threatened claims or litigation involving the Property (as to PK Owner on the Effective Date, to Transferor's Knowledge);

(g) Ubry has established an escrow account with NJDEP in an amount to be provided by Ubry during the Due Diligence Period with respect to certain PCB contamination located at the Ubry Property (the "**NJDEP Escrow**") which may be utilized towards the cost of remediation at such time as the Ubry Building may be demolished by PK Owner.

4.2 **Representations by PK Owner.** PK Owner makes the following representations and warranties to Transferee, each of which are true, accurate and complete as of the Effective Date and shall be deemed to be repeated at and as of the Closing Date and shall be true, accurate and complete as of the Closing Date:

(a) Ubry acknowledges that, as of the Effective Date, PK Owner is the contract purchaser of the PK Property and the contract for purchase of the PK Property contemplates the closing of title to occur prior to the property exchange contemplated under this Agreement. As such, to the extent that representations of PK Owner set forth in Section 4.1 require the PK Closing to have occurred in order to be

truthful and accurate, the Parties acknowledge and agree that such representations are not made unless and until the PK Closing has occurred.

(b) As of the Effective Date, other than as set forth on the Phase I and Phase II reports listed in Exhibit B (the "Environmental Report"), PK Owner has no knowledge or information that hazardous or toxic substances have been stored, processed or disposed of on or released or discharged from or onto the PK Property, PK Owner has no knowledge or information that the PK Property is the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination or cleanup, and PK Owner has received no notice of any claim, violation of any law or regulation having to do with environmental protection.

4.3 Representations by Ubry. Ubry makes the following representations and warranties to Transferee, each of which are true, accurate and complete as of the Effective Date and shall be deemed to be repeated at and as of the end of the Due Diligence Period, and at and as of the Closing Date and shall be true, accurate and complete as of both such dates:

(a) As of the Effective Date, other than the items provided by Ubry in compliance with Exhibit B as to the Ubry Property (the "Ubry Environmental Matters"), to the knowledge of Ubry, no hazardous or toxic substances have been stored, processed or disposed of on or released or discharged from or onto the Ubry Property, Ubry has no knowledge or information that the Ubry Property is the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination or cleanup, and Ubry has received no notice of any claim, violation of any law or regulation having to do with environmental protection.

4.4 "Transferor's Knowledge" or "to the knowledge of the Transferor" and similar terms shall: refer to the actual knowledge of the individual stated below, without any obligation for such person to conduct any investigation or inquiry.

(a) with respect to PK Owner, refer to the actual knowledge of Debra Tantleff, without any obligation for such person to conduct any investigation or inquiry.

(b) with respect to Ubry, refer to the actual knowledge of Donald Ubry, Jr., without any obligation for such person to conduct any investigation or inquiry.

SECTION 5. **REPRESENTATIONS AND WARRANTIES OF TRANSFEREE**

5.1 Each Transferee makes the following representations and warranties to Transferor, each of which are true, accurate and complete as of the Effective Date and shall be deemed to be repeated at and as of the Closing Date and shall be true, accurate and complete as of, but shall not survive, the Closing Date:

(a) AS-IS. Transferee agrees, acknowledges and represents that Transferee is entering into this Agreement and shall perform all of its obligations hereunder and consummate the transaction contemplated by this Agreement solely in reliance on and as a result of Transferee's own investigations and efforts (including Transferee's review of title to the Land and such other investigations, examinations and inspections as Transferee has chosen to make or has made) and at Transferee's sole risk, cost and expense. Transferee acknowledges and agrees that, except as specifically set forth herein, neither Transferor nor any agent or representatives of Transferor have made, and Transferor is not liable or responsible for, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the Property or any part thereof, the title and physical or environmental condition thereof, the quantity, character, fitness and quality thereof, merchantability, fitness

for particular purpose, the value thereof, the uses which can be made thereof or any other matter or thing whatsoever with respect thereto. Transferee acknowledges and agrees that Transferee is purchasing the Property as of the Closing Date in its then "AS IS" and "WHERE IS" condition, subject to the survival of any representations or covenants of Transferor which are specifically made and stipulated to survive such date as provided for in this Agreement. This Section 5.1(a) shall survive Closing or the termination of this Agreement.

(b) **Status and Authority of Transferor.** PK Owner is a limited liability company existing under the laws of its state of formation, and has all requisite power and authority under the laws of such state and its charter documents to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated herein. Ubry owns the Ubry Property as individuals as devisees under the Last Will and Testament of Eleanor Ubry, and Ubry designates Donald Ubry, Jr., as its representative with respect to the administration of this Agreement.

(c) **Action of Transferor.** The representative of Transferee executing this Agreement have been duly authorized to execute and deliver this Agreement by valid formal action of Transferee;

(d) **No Violations of Agreements.** The execution and the delivery by Transferee of this Agreement and the compliance by Transferee with the provisions hereof will not conflict with or constitute on the part of Transferee a violation of, breach of or default under any other agreement or instrument to which Transferee is bound;

(e) **Litigation.** To the best of Transferee's knowledge, there are no lawsuits or administrative or other proceedings pending or threatened that contest Transferee's expenditure of funds as contemplated by this Agreement.

SECTION 6. **COVENANTS OF THE TRANSFEROR**

6.1 **General Covenants.** Each Transferor hereby covenants with Transferee between the date of this Agreement and the Closing Date or earlier termination of this Agreement as follows:

(a) **Leases and Service Agreements.** As of the Closing Date, Transferor shall have terminated:

(1) all leases, licenses, other occupancy agreements or parking customer agreements (whether written or oral, formal or informal) (each, together with any amendments, modifications and guaranties relating thereto, a "**Lease**") affecting all or any portion of the Property. Transferor shall not enter into any Leases for any portion of the Property.

(2) all construction, management, parking management, brokerage, employment, service, equipment, supply, maintenance, or other non-public utility or concession agreements (oral or written, formal or informal) or any other agreements with respect to the operation and/or maintenance of the Property (collectively, together with any amendments and modifications relating thereto, the "**Service Agreements**").

(b) **Operation of Property.** Other than as set forth herein, Transferor shall continue to operate the Property in a manner consistent with its past practices and in compliance with all applicable laws, and shall not perform any grading, excavation, construction, demolition, or make any other material change or improvement upon or about the Property. In the event that operations do not continue at the Property, Transferor shall otherwise comply with the provisions of this subparagraph and otherwise

maintain the Property so as to prevent the waste thereof. Transferor shall comply with all of its respective material obligations under any Leases and Service Agreements and any other agreements and contractual arrangements affecting the Property.

(1) If any environmental condition of the Property for which remediation is necessary first occurs or is discovered subsequent to the end of the Due Diligence Period and prior to Closing, Transferor shall have the option to remediate same at its cost or to terminate this Agreement upon written notice to Transferee, provided that if Transferee agrees to bear the cost of the remediation or to proceed to Closing without such remediation occurring, Transferor shall not be entitled to terminate the Agreement.

6.2 **PK Owner Covenants.** PK Owner hereby covenants with Ubry between the date of this Agreement and the Closing Date or earlier termination of this Agreement as follows:

(a) To the extent that covenants set forth in Section 6.1 or this Section 6.2 require the PK Closing to have occurred, the Parties acknowledge and agree that such representations are not made unless and until the PK Closing has occurred. Provided that the PK Closing does occur, PK Owner agrees to not have PK Owner's contract vendor convey the PK Property directly to Ubry.

(b) PK Owner shall perform the remediation work (the "**Remediation**") recommended within the Environmental Report as a portion of the Additional Consideration Work. For purposes of clarity, PK Owner shall have no other obligations with respect to any further remediation of any environmental condition of the PK Property other than as set forth in this Agreement. Notwithstanding any provision contained in this Agreement to the contrary, to the extent that the Remediation shall, in PK Owner's reasonable estimation, cost in excess of Fifty Thousand and No/100 (\$50,000.00) Dollars, PK Owner shall have the option of terminating this Agreement upon written notice to Ubry, and in such event, this Agreement shall be deemed of no further force and effect, and the Parties shall have no further obligations to the other save for obligations stipulated to survive hereunder.

(c) Following its acquisition thereof, PK Owner shall maintain casualty insurance on the PK Property in an amount of full replacement value, with no deductible.

(d) PK Owner shall obtain a letter from the Zoning Officer of Highland Park confirming that Ubry may use the PK Property as an automobile repair shop to perform the same activities as Ubry is performing at the Ubry Property as of the Effective Date without appearing or making an application for development before any Highland Park Land Use Board under the Municipal Land Use Law of the State of New Jersey (N.J.S.A. 40:55D-1 et seq.) and/or the Land Development Ordinances of Highland Park.

6.3 **Ubry Covenants.** Ubry hereby covenants with PK Owner between the date of this Agreement and the Closing Date or earlier termination of this Agreement as follows:

(a) Ubry shall continue to comply with its certification for the Department of Environmental Protection in connection with the required soil cap for the Ubry Property, and shall exercise commercially reasonable, best efforts to assign the same to PK Owner at Closing.

(b) Ubry shall exercise commercially reasonable, best efforts to cooperate with PK Owner in obtaining a certificate of continuing occupancy for the PK Property, but at no cost to Ubry.

(c) Ubry shall maintain its existing casualty insurance on the Ubry Property.

SECTION 7.
CLOSING OBLIGATIONS

7.1 **Transferor's Closing Obligations.** Transferor shall have delivered to Transferee or its designee (or to the Escrow Agent, as applicable) the following:

(a) A bargain and sale deed with respect to the Property in proper statutory form for recording, duly executed and acknowledged by Transferor (the "**Deed**");

(b) All applicable deed or transfer tax forms, if any;

(c) A customary owner's affidavit of title to the Property as may be necessary to enable the title company to omit exceptions to the title;

(d) If required, a fully executed FIRPTA certificate and any other documents required under the Foreign Investment in Real Property Act of 1980, as amended;

(e) Such further instruments as may be reasonably required by the title company and as may be agreed upon by Transferor and Purchaser to consummate the Closing in accordance with the terms of this Agreement;

(f) Evidence reasonably satisfactory to the title company respecting the authority of Transferor to execute this Agreement and the documents required to be delivered hereunder;

(g) A recertification of the representations and warranties of Transferor and Transferee set forth in Section 4 dated as of the Closing Date;

(h) a settlement statement showing all adjustments and prorations in accordance with the terms and conditions of this Agreement, in a form and substance reasonably satisfactory to Transferor and Transferee (the "**Settlement Statement**"), duly executed by Transferor;

(i) A continuing certificate of occupancy for the PK Property, subject to Ubry's performance under Section 6.3(b);

(j) From Ubry, all necessary documentation to assign to PK Owner the right to access and utilize the funds in the NJDEP Escrow;

(k) From PK Owner, documentation evidencing the proper completion of the Remediation, and any warranties associated with the other Additional Consideration Work;

(l) Any funds necessary from Transferor to effectuate the Closing pursuant to the terms and provisions of this Agreement; and

(m) Such other documents required by the terms and conditions of this Agreement or reasonably required or incidental to consummating the transaction contemplated hereby.

7.2 **Transferee's Closing Obligations.** The Transferee shall have delivered to Transferor (or to the Escrow Agent, as applicable) the following:

(a) Each of PK Owner and Ubry must perform its Closing Obligations as Transferor pursuant to Section 7.1, above;

(b) Such further instruments as may be reasonably required by the title company and as may be agreed upon by Transferor and Purchaser to consummate the Closing in accordance with the terms of this Agreement;

(c) A duly executed counterpart of the Settlement Statement;

(d) A recertification of the representations and warranties of Transferee set forth in Section 5 dated as of the Closing Date;

(e) Any other funds necessary from Transferee to effectuate the Closing pursuant to the terms and provisions of this Agreement; and

(f) Such other documents required by the terms and conditions of this Agreement or reasonably required or incidental to consummating the transaction contemplated hereby.

SECTION 8. **PRORATIONS AND CLOSING COSTS**

8.1 Prorations; Adjustments; and Credits at Closing. The following items shall be prorated and adjusted between Transferor and Transferee as of as of 11:59 p.m. (Eastern Time) on the day immediately prior to the Closing Date, on a per diem basis, with the effect that the Closing Date shall be a date of income and expense to Transferee, except as otherwise specified:

(a) All items of revenue and expense which, by custom and practice, are prorated between sellers and purchasers of real property similar in kind to the Property shall be apportioned and adjusted as of 11:59 PM on the day immediately preceding the Closing of title date.

(b) In the absence of error or omission, all prorations, adjustments and credits made and determined as herein provided shall be final as of the Closing Date, unless otherwise specified herein. If, subsequent to the Closing Date, an error or omission in the determination or computation of any of the prorations, adjustments and credits shall be discovered, then, immediately upon discovery thereof, the Parties shall make the appropriate adjustments required to correct such error or omission. The provisions of this subparagraph shall survive the Closing and the delivery of Transferor's Closing Deliveries for ninety (90) days.

(c) Transferor's Closing expenses shall include (i) attorney's fees incurred by Transferor in connection with this Agreement and Closing, including, without limitation, any attorney's fees incurred in connection with preparing, reviewing or revising the Transferor's Closing Deliveries; (ii) recording fees for discharging mortgages and other liens of record; (iii) the realty transfer tax; and (iv) any other expenses herein expressly stipulated to be paid by Transferor in this Agreement.

(d) Transferee's Closing expenses shall include (i) attorney's fees incurred by Transferee in connection with this Agreement and Closing, including, without limitation, any Transferee's attorney's fees incurred in connection with preparing, reviewing or revising Transferor's Closing Deliveries; (ii) the so-called "mansion tax" imposed pursuant to N.J.S.A. 46:15-7.2, if applicable; (iii) the fees incurred for recording any of the documents included in Transferor's Closing Deliveries; (iv) the costs of obtaining any title searches and the premiums for Transferee's title insurance policy; and (v) any other expenses expressly stipulated to be paid by Transferee in this Agreement.

8.2 Cooperation in Calculations. Transferor and Transferee hereby agree to use their reasonable efforts to calculate prorations (including real estate tax prorations) so as to permit settlement

thereof on the Closing Date, provided, however, that if any of such prorations cannot be calculated accurately on the Closing Date, then the same will be calculated as soon as reasonably practicable after the Closing Date, but in no event later than the later to occur of (i) thirty (30) days after Transferor receives final bills, and (ii) six (6) months following the Closing Date, and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party. This obligation of the parties shall survive Closing.

8.3 **Closing Costs.** Transferor shall pay all governmental fees and charges to record documents necessary to deliver the Property with the condition of title required by this Agreement. Transferee shall pay all fees and charges to record the Deed for the Property. Transferee shall be responsible for the cost of the title examination for the Property and the title policy premium for the Property. Transferee shall pay all survey, environmental and engineering inspection costs and all of its costs and expenses relating to its due diligence investigation of the Property. Each party shall be responsible for the cost of fees for its professionals, including legal fees.

8.4 **Surviving Obligations.** If any of the foregoing items cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned, then such items shall be apportioned on the basis of a good faith estimate by the parties as set forth above, and reconciled as soon as practicable after the Closing Date but, in any event, no later than ninety (90) days after the Closing Date.

8.5 **Relocation.** Ubry shall be responsible for undertaking the relocation of its business, operations and equipment located in the Ubry Property to the PK Property following the Closing, such relocation to be completed by the later of (a) January 31, 2025 and (b) sixty (60) days following Closing. The parties shall enter into a typical Use and Occupancy Agreement at Closing governing same mutually agreeable to both parties. With respect to the cost of such relocation and the loss of income that Ubry may suffer as a result of business interruption in the course of same, PK Owner agrees to escrow with Ubry's counsel at Closing the amount of \$15,000 as its contribution towards same, to be utilized as follows:

(a) . Ubry's counsel shall provide PK Owner with a paid invoice from the moving company used to carry out the relocation and Ubry's counsel shall be entitled to disburse to Ubry the amount of such invoice, in an amount not to exceed \$5,000, and will reimburse to PK Owner the difference between the amount so disbursed from the escrow and \$5,000, if any. Ubry shall be responsible for all relocation costs in excess of \$5,000.

(b) Following completion of the relocation, Ubry's counsel shall be entitled to disburse from escrow an amount to be determined pursuant to a calculation by Ubry's accountant of Ubry's average gross weekly receipts from the period of October 1, 2023 through January 31, 2024, with such payment to Ubry from escrow to be two times such amount, but in no event to exceed \$10,000. Ubry will provide PK Owner with a letter from its accountant certifying to such calculation. Ubry's counsel will reimburse to PK Owner the difference between the amount so disbursed from the escrow and \$10,000, if any.

SECTION 9. DEFAULT

9.1 **Default by Ubry.** If Ubry shall fail to perform or observe any covenants or agreements contained herein to be performed or observed by Ubry in any material respect and such failure continues for a period of twenty (20) days after notice thereof from PK Owner, then PK Owner may, as its sole and exclusive remedies, elect one of the following: (a) PK Owner may seek specific performance of this Agreement; or (b) PK Owner may terminate this Agreement in its entirety, in which event this Agreement

shall be of no further force and effect. Notwithstanding the foregoing, if specific performance is not available to PK Owner as a remedy due to Ubry's transfer or encumbrance of the Ubry Property in violation of this Agreement, or, failure to maintain insurance pursuant to Section 6.3(c), then PK Owner shall be entitled to any and all remedies available to PK Owner at law or in equity, in addition to those set forth in this Agreement. Notwithstanding the foregoing, if the cure of any such failure is not reasonably susceptible of cure within such twenty (20) day period, Ubry shall not be deemed to be in default if Ubry shall have commenced such cure and shall diligently pursue same to its completion, with such cure in any event to be completed within sixty (60) days.

9.2 **Default by PK Owner.** If PK Owner shall fail to perform or observe any of the material covenants and agreements contained herein to be performed or observed by it and such failure shall continue for a period of twenty (20) days after notice thereof from Ubry, Ubry may, as its remedy, terminate this Agreement or seek specific performance. Notwithstanding the foregoing, if the cure of any such failure is not reasonably susceptible of cure within such twenty (20) day period, PK Owner shall not be deemed to be in default if PK Owner shall have commenced such cure and shall diligently pursue the same to its completion, with such cure in any event to be completed within sixty (60) days.

9.3 **Disputes Regarding Defaults.** Notwithstanding any provision contained herein, to the extent a Dispute (as hereinafter defined) arises in connection with the provisions of this Section 9, the exercise of the Parties' remedies provided for hereunder shall initially be subject to the terms and provisions of Section 12.18.

SECTION 10. **EMINENT DOMAIN; CASUALTY**

10.1 **Condemnation.** If, prior to Closing, Transferor receives notice of the commencement or threat of any condemnation proceeding or other proceeding in the nature of eminent domain affecting any part of the Property, or that any change is made, or proposed to be made, to the current means of access to any part of the Property, Transferor agrees to notify Transferee thereof. Transferee then shall have the right, at Transferee's option, to terminate this Agreement by giving written notice to Transferor within five (5) Business Days after receipt of such notice, in which event this Agreement shall be of no further force and effect, except for such terms which survive termination as explicitly stated herein. If Transferee does not so terminate this Agreement or is otherwise not entitled to terminate this Agreement pursuant to this Section 10.1, then: (a) Transferee shall proceed to Closing hereunder as if no such proceeding had commenced; (b) Transferor shall assign to Transferee all of its right, title and interest in and to any compensation for such condemnation (and all claims thereto); and (c) Transferor shall not negotiate or settle any claims for compensation prior to Closing without Transferee's participation.

10.2 **Casualty.** If at any time prior to Closing any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, then Transferor shall give notice thereof to Transferee.

(a) If a casualty of the Ubry Property occurs, then Ubry shall deliver the entire sum of insurance proceeds to PK Owner at Closing, which shall be a complete satisfaction to the PK Owner with respect to the casualty, and this Agreement shall continue in effect.

(b) If a casualty of the PK Property occurs, then PK Owner may either (i) opt to restore the PK Property (and the Closing Date shall be extended to provide for such restoration), or (ii) PK Owner may terminate this Agreement by delivering to Ubry written notice of termination on or before the thirtieth (30th) Business Day after the date on which such casualty occurs (and the Closing Date shall automatically be extended, if such casualty occurs fewer than thirty (30) Business Days prior to the scheduled Closing,

in order to give PK Owner the benefit of such full thirty (30) Business Day period), in which event this Agreement shall be of no further force and effect. If this Agreement is not terminated as provided above, then the parties shall proceed to Closing in accordance with the terms of this Agreement.

SECTION 11.
BULK SALES PROVISIONS

11.1 New Jersey Bulk Sales Requirements.

(e) Transferor acknowledges that Transferee will, at least ten (10) business days prior to Closing, file with the State, the Division of Taxation (the "**Division**"), a Notification of Sale, Transfer or Assignment in Bulk (C-9600) (the "**Bulk Sale Notice**") and an executed copy of this Agreement, enumerating the Purchase Price and the terms and the conditions hereof, as required by law and as necessary to obtain a letter of clearance from the Division (the "**Clearance Letter**"). Transferor shall provide Transferee with the information necessary to complete the Bulk Sale Notice.

(f) Transferor acknowledges that Transferor and each of its members may be required by the Division to complete an asset transfer tax declaration form ("**Declarations**") and submit same to the Division in order to obtain the Clearance Letter. Transferor agrees to have each of its members provide such completed Declarations to the Division at least ten (10) business days prior to Closing.

(g) Transferee shall have the right to hold back a portion of the Purchase Price (if any), which is required by the Division, which amount (together with interest accrued thereon, if any, the "**Division Escrow**") shall be held in escrow by the Transferee's title company or Transferee's attorney in Transferee's attorney's trust account. Transferee and Transferor agree to be bound by the escrow requirements imposed by the Division, including the adjustment of the Division Escrow amount. Upon demand by the Division, the Transferee's title company or attorney shall disburse to the Division such amounts from the Division Escrow as the Division shall require. Any remaining balance of funds in the Division Escrow shall be disbursed to Transferor immediately after the Division has authorized the release of such funds in writing by issuing a Clearance Letter.

(h) Transferor agrees to cooperate in good faith with Transferee with filing the above documents and obtaining a Clearance Letter from the Division.

(i) Transferor shall indemnify and hold Transferee harmless from and against any and all taxes, penalties, claims, damages, costs, fees and expenses, including reasonable attorneys' and experts' fees, arising out of any tax liability Transferor and its members may owe to the State or any noncompliance by Transferor or its members with any New Jersey Bulk Sales laws. This indemnification shall survive closing of title hereunder.

SECTION 12.
MISCELLANEOUS

12.1 **Brokers.** Each of Transferor and Transferee represents to each other that it dealt with no real estate broker, finder or similar agent in connection with this Agreement, or the transactions contemplated herein. Each party shall indemnify and hold harmless the other and its respective legal representatives, heirs, successors and assigns from and against any cost, liability or expense, including, reasonable attorneys' fees, arising out of any claim or claims for commissions or other compensation for bringing about this Agreement or the transactions contemplated herein made by any broker, finder or similar agent, if such claim or claims are based in whole or in part on dealings with the indemnifying party. The provisions of this Section 12.1 shall survive Closing or the termination of this Agreement.

12.2 Notices.

(a) All notices or other communications required or permitted to be given hereunder must be given in writing and delivered personally or mailed, certified or registered mail, postage prepaid, or by a reputable overnight delivery service, or sent by e-mail addressed as follows:

If to PK Owner: HP RarDen Redevelopment LLC
c/o Tantum
66 York Street, 5th Floor
Jersey City, New Jersey 07302
Attn: Debra Tantleff
E-mail: deb@tantumre.com

with a copy to: Windels Marx Lane & Mittendorf LLP
120 Albany Street Plaza, 6th Floor
New Brunswick, New Jersey 08901
Attention: Charles Liebling
Email: cliebling@windelsmarx.com

If to Ubry: Donald F. Ubry, Jr.
88 Wilson Road
Somerset, NJ 08873
Email: Ubreeze@comcast.net

with a copy to: Richard Schatzman, Esq.
Schatzman Baker, P.A.
215-216 Commons Way
Princeton, NJ 08440
Email: aslimak@schatzmanbaker.com

(b) By five (5) days' notice given as herein provided, the parties hereto shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such notice and each shall have the right to specify as its address any other address within the United States of America. The attorneys of Transferee and Transferor are authorized to give any notice specified in this Agreement on behalf of their respective clients.

12.3 **Waivers; Modification.** Any waiver of any provision of this Agreement, or of the breach of any provision of this Agreement, in any one instance, shall not operate as or be deemed to be or construed as a further or continuing waiver of such provision or any other breach of such provision. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be effected, except by an instrument in writing executed by or on behalf of the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought.

12.4 **Assignment; Successors and Assigns.** A Party may assign this Agreement in its entirety, provided: (a) not less than five (5) business days' prior written notice is given to the other Party and its attorney, (b) any respective assignee executes an assignment and assumption assuming all of the applicable obligations the applicable Party hereunder and the Transfers contemplated hereunder, and (c) any respective assignee executes all documents and takes such actions as are required of Transferee or Transferor with respect to the applicable Property hereunder. A copy of the assignment and assumption shall be provided to the other Party and other Party's attorney together with the notice of assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns. This Agreement is not intended and shall not be construed to create any rights in or to be enforceable in any part by any other persons.

12.5 **Counterparts; Entire Agreement.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede and take the place of any other instruments or oral promises purporting to be an agreement of the parties hereto relating to the subject matter hereof. This Agreement may not be amended or modified in any respect other than by the written agreement of Transferor and Transferee. Signatures on this Agreement which are transmitted electronically shall be valid for all purposes. The delivery of any draft of this Agreement shall not constitute an offer to sell or purchase by Transferor or Transferee, and neither party shall be bound with respect to the sale or purchase of the Property unless and until this Agreement has been duly executed and delivered by each party, each in its sole and absolute discretion.

12.6 **Governing Law; Venue.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the state in which the Property is located (the "State"), without regard to its choice of law principles. Subject to the mediation provisions of Section 12.18 hereof, venue of any action arising from this Agreement shall be exclusively in Superior Court Middlesex County, New Jersey.

12.7 **Prevailing Party Fees.** In the event of any litigation or dispute between the parties arising out of or in any way connected with this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party its reasonable costs of prosecuting and/or defending same, including, without limitation, reasonable attorneys' fees at trial and all appellate levels. This Section 12.7 shall survive the Closing or any sooner termination of this Agreement.

12.8 **Performance on Business Days.** "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which banking institutions in the State are authorized by law or executive action to close. In the event the date on which (a) performance or payment of any act or obligation of a party is required or permitted hereunder or (b) delivery of any notice by any party is required or permitted hereunder, is other than a Business Day, the time for payment or performance or delivery shall automatically be extended to the first Business Day following such date.

12.9 **Section and Other Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

12.10 **Limitations on Liability.** In no event shall either party be entitled to recover from the other party in connection with any claim arising out of or relating to this Agreement or any representation made herein, any lost profits or any other indirect or consequential damages or punitive damages.

12.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and, to the extent permitted hereby, their respective heirs, legal representatives, successors and assigns.

12.12 **Sophistication of the Parties.** Each party acknowledges and agrees that it has consulted legal counsel in connection with the negotiation of this Agreement and that it has bargaining power equal to that of the other party in connection with the negotiation and execution of this Agreement. Accordingly, this Agreement shall be deemed for all purposes to have been mutually drafted by the parties, and the parties hereto agree the rule of contract construction to the effect that an agreement shall be construed against the draftsman shall have no application in the construction or interpretation of this Agreement.

12.13 **No Joint Venture.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

12.14 **Further Assurances.** The parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by this Agreement) as either may reasonably request from time to time, whether at or after the Closing, in furtherance of the purposes of this Agreement. The provisions of this Section 12.14 shall survive the Closing.

12.15 **Recording.** This Agreement shall not be recorded in the public records, and if Transferee shall record this Agreement or cause or permit the same to be recorded, Transferor may, at its option, elect to treat such act as a breach of this Agreement.

12.16 **Survival of Contract Terms.** Unless specifically stated to the contrary, all terms and conditions of this entire Agreement which do not by the terms of this Agreement expressly survive Closing and the transfer of title shall be null and void and of no further force and effect upon the Closing. The representations, covenants and warranties of the Parties contained in Sections 4, 5 and 6 this Agreement (the "**Surviving Representations**") shall be true as of the Closing Date. Unless a Surviving Representation is specifically stated to survive the Closing for a different period, such representations or warranties shall survive for a period of one hundred eighty (180) days following the Closing Date (the "**Survival Period**"), following which, no claims may be made on such Surviving Representations.

12.17 **Severability.** If any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable, such circumstance shall not have the effect of rendering the provision or provisions in question invalid, , but this Agreement shall be reformed and construed in any such jurisdiction or case as if such invalid, inoperative or unenforceable provision had never been contained herein.

12.18 **Dispute Resolution.** The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within a reasonable time after the date that a Party gives written notice of such Dispute to the other Party. If, after such negotiation, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet with a single, qualified person (who shall be an architect, engineer or attorney with experience in real estate matters) whom the Parties choose together. If the Parties are unable to agree on a mediator or if disputes arising under this Agreement that are not resolved by mediation as provided herein, then either Party may seek the remedies provided for herein in the Superior Court of New Jersey.

12.19 **Section 1031 Exchanges.** Transferor and Transferee agree that, at either Transferor's and Transferee's sole election, this transaction may be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code, and the regulations and proposed regulations thereunder. The Parties agree that if either wishes to make such election, it must do so by written notice to the other Party at least five (5) Business Days prior to the Closing Date. If either so elects, the other shall reasonably cooperate, provided any such exchange is consummated pursuant to an agreement that is mutually acceptable to Transferor and Transferee and which shall be executed and delivered on or before the Closing Date. The electing Party shall in all events be responsible for all liability, costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend and hold the other harmless from and against any and all liability, claim, damages, expenses (including reasonable attorneys' fees, expenses and disbursements), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such Section 1031 exchange that would not have been incurred by the non-electing party if the transaction were a purchase for cash. In no event shall any Party be required to take record title to any property other than the Property in connection with such transaction, nor shall the non-electing party be required to take an assignment of the purchase agreement for the replacement property. Neither party shall not by any agreement or acquiescence to an exchange have its rights under this

Agreement affected or diminished in any manner or be responsible for compliance with or be deemed to have warranted to the other that the exchange in fact complies with the Internal Revenue Code.

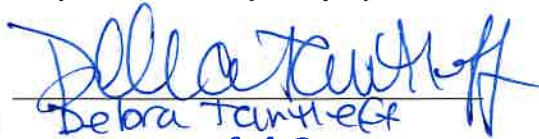
**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.
SIGNATURES ARE FOUND ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

PK OWNER:

HP RARDEN REDEVELOPMENT LLC
a New Jersey limited liability company

By:
Name:
Title:


Debra Tanyeff
manager

UBRY:

Carol Ann Richards, an individual person

Donald F. Ubry, Jr. an individual person

Susan M. Newell an individual person

Laura Kurowski an individual person

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

PK OWNER:

HP RARDEN REDEVELOPMENT LLC
a New Jersey limited liability company

By: _____
Name:
Title:

UBRY:



Carol Ann Richards, an individual person



Donald F. Ubry, Jr. an individual person

Susan M. Newell an individual person

Laura Kurowski an individual person

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

PK OWNER:

HP RARDEN REDEVELOPMENT LLC
a New Jersey limited liability company

By: _____
Name:
Title:

UBRY:

Carol Ann Richards, an individual person



Donald F. Ubry, Jr. an individual person

Susan M. Newell an individual person



Laura Kurowski an individual person

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

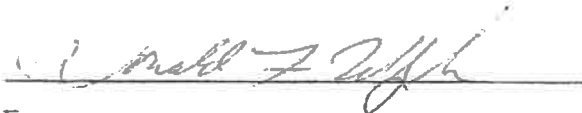
PK OWNER:

HP RARDEN REDEVELOPMENT LLC
a New Jersey limited liability company

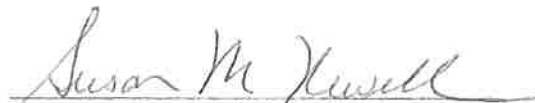
By: _____
Name:
Title:

UBRY:

Carol Ann Richards, an individual person



Donald F. Ubry, Jr. an individual person



Susan M. Newell an individual person

Laura Karowski an individual person

EXHIBIT A

Additional Consideration Work

Scope of Work for 70 Woodbridge Ave ("P&K Property")

- A. Painting: Spackle, sand, caulk, prep, and paint (2 coats, 1 color) in designated areas as follows:
1. 3-Bay Garage: Block walls will be scraped and power washed prior to paint. Stairs leading to the 2nd floor shall also be painted.
 2. Mechanic Counter Entry Room
 3. 1st Floor Parts Room: Painting of wood paneling and garage door at mechanic counter is specifically included.
 4. Showroom: Paint any walls that are currently painted; painting of any wall paneling is excluded
 5. 1st and 2nd Floor Bathrooms: Paint walls and ceilings
 6. Paint all 1st floor window frames/trim, interior doors, garage doors, sheetrock ceilings throughout
 7. Exterior: Front elevation along parking lot. Block wall will be scraped and power washed prior to paint.
- B. Insulation: Remove existing insulation and replace with R-30 foil faced insulation as follows:
1. 3 Bay Garage ceiling
 2. Showroom ceiling
 3. 2nd Floor Storage Room ceiling
 4. 2nd Floor Break Room ceiling
 5. Install R-15 Kraft insulation in wall between 2nd Floor Storage Room and Break Room and at demising wall of bathroom.
- C. Ceilings: Provide ceilings in designated areas as follows:
1. 3-Bay Garage: Install sheetrock ceiling
 2. Mechanic Counter Entry Room: Paint existing ceiling grid. Replace ceiling tiles.
 3. Showroom: Install new ceiling grid and ceiling tiles.
 4. Showroom Office: Paint existing ceiling grid. Replace ceiling tiles.
 5. 2nd Floor Break Room: Paint existing ceiling grid. Replace ceiling tiles.

- D. Floors: Provide new VCT flooring and associated shoe molding in designated areas as follows:
1. 1st Floor: Showroom including office.
 2. 2nd Floor: Break room, corridor, bathroom
- E. Garage Doors/: Provide new roll up door in center bay as follows:
Car Lifts
1. One (1) 11' Clopay Model 3200 insulated door including perimeter seals and 24" W x 12" H windows. Adjustment of existing masonry opening, and header is specifically included.
 2. Two (2) 10' Clopay Model 3200 insulated door including perimeter seals and 24" w x 12" h windows.
 3. Provide one venting panel into each of garage door (3 total) to allow for automotive exhaust ventilation during winter months.
 4. Remove existing hydraulic lifts and associated tanks and provide three (3) Challenger VLE10 (10,000 lb. capacity) versymmetric lifts.
- F. HVAC: Provide heating, ventilating, and air conditioning system with peripheral and interior components as follows:
1. Remove existing fuel-oil heating system.
 2. 3-Bay Garage: Reinstall exhaust pipe on existing unit heater which shall be delivered in working condition.
 3. 1st Floor Parts Room: Remove existing non-functioning unit. Install one (1) new mini-split system providing both heat and air conditioning.
 4. Showroom: Remove non-functioning rooftop unit. Install one (1) new mini-split system providing both heat and air conditioning.
 5. 2nd Floor Break Room: Remove existing wall-mounted air conditioning unit. Install one (1) new mini-split system providing both heat and air conditioning.
 6. 2nd Floor Bathroom: Install new wall-mounted radiator.
- G. Electrical: Replace lighting with LED fixtures and/or lamps in existing locations in designated areas as follows:
1. 3-Bay Garage
 2. Mechanic Counter Entry Room and 1st Floor Parts Room
 3. Showroom including Showroom Office
 4. 1st and 2nd Floor Bathrooms

5. 2nd Floor Break Room
 6. Site lighting: Disconnect existing wiring and remove existing rusty site lighting poles.
 7. Install (3) new ceiling fans in the garage utilizing existing switches.
- H. Plumbing: Replace plumbing fixtures and faucets including toilet, sink and faucet in designated areas as follows:
1. 1st and 2nd Floor Bathrooms
 2. 2nd Floor Bathroom: Relocate existing hot water heater from storage room to inside the bathroom (locate under sink).
- I. Paving: Repave parking lot including striping of parking spaces per the existing layout.
- J. Retaining Wall: Replace existing exterior retaining wall with new 80'l x 4'h block wall
- K. Roofing Repair and/or replace roofing as follows:
1. Replace upper and lower roof.
 2. Soffit/Fascia: Remove nesting animals from front soffit and resecure existing soffit material/ventilation grills. Paint existing soffits and fascia.
 3. Perform structural inspection to confirm no water damage from prior roof leaks.
- L. Windows: Replace broken glass in existing windows in the garage bay and add security bars to four (4) rear ground floor windows.

EXHIBIT B
Due Diligence Materials

AS TO PK PROPERTY:

Survey prepared by DPK Consulting dated 10/30/23

Phase 1 Environmental Site Assessment prepared by E&LP dated 11/16/23

Phase II Soil Quality Investigation Report prepared by E&LP dated 12/05/23

Structural Assessment prepared by Minno & Wasko dated 12/1/23

AS TO UBRY PROPERTY:

All information relating to the completion of the environmental remediation of the Property and establishment and maintenance of the required soil cap on the Property.

All other reports, studies, correspondence, orders and similar relating to the environmental condition of the Property.

EXHIBIT C

PK PROPERTY DESCRIPTION

American Land Title Association
New Jersey Variation

Commitment for Title Insurance

SCHEDULE C

The Land is described as follows:

All that certain lot, piece or parcel of land, situate, lying and being in the Borough of Highland Park, in the County of Middlesex, State of New Jersey, being more particularly described as follows:

BEGINNING at a point at the intersection of the southerly line of Woodbridge Avenue and the westerly line of Volkert Street, and running; thence

1. Along the westerly line of Volkert Street, South 02 degrees 39 minutes West, 100 feet to a point; thence
2. North 88 degrees 21 minutes West, 131 feet to a point; thence
3. North 02 degrees 39 minutes East, 100 feet to a point on the southerly line of Woodbridge Avenue; thence
4. South 88 degrees 21 minutes East, 131 feet to a point, being the point and place of BEGINNING

FOR INFORMATION PURPOSES ONLY: BEING known as 70 Woodbridge Avenue, Highland Park, NJ 08904, Tax Lot 7, Tax Block 3104 on the Official Tax Map of Highland Park, NJ.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJR 3-10
Last Revised: 11/01/2023
5176392-F-NJ-CP-KV

EXHIBIT D

UBRY PROPERTY DESCRIPTION

EXHIBIT D

BEGINNING at a point in the northerly side of Raritan Avenue, at the intersection of the said northerly side of Raritan Avenue, and the easterly side of First Avenue if the said First Avenue were extended across Raritan Avenue, and from said beginning point running (1) northerly or nearly so, along the said easterly line of First Avenue, if the same were extended across Raritan Avenue, ninety-five (95') feet to a point; thence (2) easterly or nearly so, and parallel to Raritan Avenue, two hundred and twenty-five (225') feet more or less, to the most easterly boundary line of the lands of Frederick C. Schneider; thence (3) Southerly, or nearly so, and parallel to the first course, ninety-five (95') feet to a point in the northerly line of Raritan Avenue; thence (4) westerly or nearly so, along the said northerly line of Raritan Avenue, two hundred and twenty-five feet to the point of place of BEGINNING.

Excepting thereout and therefrom the lands heretofore conveyed by the said New Brunswick General Investment Company to Edwin S. Hall, by deed bearing date March 8, 1926, and recorded in Middlesex County Clerk's Office in Book 840 of Deeds, page 244, and more particularly described as follows:

BEGINNING at a point in the northerly side of Raritan Avenue at the intersection of the said Northerly side of Raritan Avenue and the easterly side of First Avenue, if the said easterly line of First Avenue were continued at right angles to Raritan Avenue, across Raritan Avenue, and from said beginning point running (1) along the easterly line of a proposed extension of First Avenue on a bearing at right angles to Raritan Avenue as defined in agreement between Jane Alice Hattersley Bissett and Frederick C. Schneider, dated July 18, 1923, and recorded in Book 751 of Deeds for Middlesex County, page 76, North 1 degree 40 minutes East 95 feet; thence (2) South 88 degrees 20 minutes East, parallel with the Northerly line of Raritan Avenue 100 feet; thence (3) south 1 degree 40 minutes West parallel with the First Course 95 feet to the northerly line of Raritan Avenue; thence (4) North 88 degrees 20 minutes West along the Northerly line of Raritan Avenue, 100 feet to the point or place of BEGINNING. Together with all the right, title and interest of the said New Brunswick General Investment Company, in and to any lands which may lie west of the premises herein described and east of the easterly line of the proposed extension of said First Avenue

BEING that parcel identified as SCHEDULE No. 7 in Deed from Helen E. Ruegger, widow, to The American Oil Company, (now known as Amoco Oil Company) dated May 6, 1970 and recorded in Middlesex County, Clerk's Office on May 6, 1970 in Book 2696 of Deeds, page 605.

Premises also described as follows, according to Plan of Survey dated March 2, 1982 made by Amertech Engineering, Inc., Lewis A. Panek, L.S.N.J. = License No. 15553:

Tax Map Lot 47, Block 173 - Borough of Highland Park, County of Middlesex, State of New Jersey:

Beginning at a point in the Northerly line of Raritan Avenue, point dividing Lot 48 on the West and Lot 47 on the East, said beginning point also described by the following Two courses from a point of intersection of the Southerly line of Raritan Avenue and the Easterly line of First Avenue; (a) crossing Raritan Avenue at right angles to Raritan Avenue to a point in the Northerly line of Raritan Avenue; (b) Easterly along Raritan Avenue on a bearing of South Eighty-eight degrees Twenty minutes East (S. 88° 20' E.), One hundred (100') feet to the place of Beginning; thence running (1) along the Easterly line of Lot 48, North One degree Forty minutes East (N. 1° 40' E.), Ninety-five (95') feet to the Southerly line of Lot 49, Block 173; thence (2) along the Southerly line of said Lot 49, S. eighty-eight degrees Twenty minutes East (S. 88° 20' E.), One Hundred Twenty-five and Ninety-two one-hundredths (125.92') feet to an iron pin in the Westerly line of Tax Map Lot 46; thence (3) along the Westerly line of Tax Map Lot 46, South One degree Forty minutes West (S. 1° 40' W.), Ninety-five (95') feet to an iron pipe in the Northerly line of Raritan Avenue; thence (4) along the Northerly line of Raritan Avenue, North Eighty-eight degrees Twenty minutes West (N. 88° 20' W.), One Hundred Twenty-five and Ninety-two one-hundredths (125.92') feet to the place of Beginning.

Containing Two Thousand Seven Hundred Forty-six ten-thousandths (0.2746) acres of land.

EXHIBIT B
P&K PURCHASE AND SALE AGREEMENT



windelsmarx.com

Charles B. Liebling
732.448.2526
cliebling@windelsmarx.com

120 Albany Street Plaza, | New Brunswick, NJ 08901
T. 732.846.7600 | F. 732.846.8877

April 3, 2024

VIA E-MAIL

George G. Gussis, P.A.
83 Morris St. Suite 1
P.O. Box 152
New Brunswick, New Jersey 08903
E-mail: patersonstreet83@aol.com
ATTN: Kim Allen

Re: Third Letter Amendment to Purchase and Sale Agreement between the Estate of Lazaros Plias and Estate of Ioannis Kanterakis (collectively, "Seller") and HP RarDen Redevelopment LLC f/k/a Tantum Fidelco HP LLC ("Purchaser"), for the property located at 70 Woodbridge Avenue, Highland Park, New Jersey

Dear Ms. Allen:

Reference is made to that certain Letter Amendment to Purchase and Sale Agreement dated January 5, 2024 and Second Letter Amendment to Purchase and Sale Agreement dated March 11, 2024 between Seller and Purchaser for the property located at 70 Woodbridge Avenue, Highland Park, New Jersey. This office represents Purchaser thereunder. Capitalized terms used herein shall have the meanings set forth in the Agreement.

The terms of the Letter Amendment are amended as follows:

1. The length of the Financing Contingency shall be extended from a period of three (3) months to a period of three (3) months and fourteen (14) days, i.e., April 19, 2024.
2. Any date falling on a weekend or holiday shall be deemed extended to the next business day.
3. In the event that payment of real property taxes on the Property is due between the date hereof and the earlier to occur of (a) Purchaser's termination of the Agreement under the Financing Contingency Notice and (b) Closing, Seller shall so advise Purchaser and Purchaser shall fund the payment of same, with such payment not to be withheld from the Deposit if Purchaser terminates the Agreement under the Financing Contingency Notice and not to be credited against the Purchase Price if Closing occurs.

WINDELS | Windels
MARX | Marx
 | Lane &
 | Mittendorf, LLP

George G. Gussis, P.A.

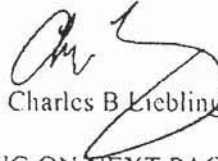
April 3, 2024

Page 2

4. Except as expressly described herein, this letter amendment shall not constitute a modification or an alteration of any of the other terms, conditions or covenants of the Agreement, all of which remain in full force and effect.

If the foregoing is acceptable, please have your clients acknowledge below.

Very truly yours,



Charles B Liebling


[SIGNATURES APPEARING ON NEXT PAGE]

WINDELS | Windels
MARX | Marx
 | Lane &
 | Mittendorf, LLP

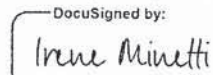
George G. Gussis, P.A.
April 3, 2024
Page 3

Agreed to and Acknowledged this
4th day of April, 2024

ESTATE OF LAZAROS PLIAS

By: 
Name: Chrisoula Plias
Title: Administratrix of The Estate of Lazaros Plias

ESTATE OF IOANNIS KANTERAKIS

DocuSigned by:

By: 528459EB7003441...
Name: Irene Minetti
Title: Executrix of The Estate of Ioannis Kanterakis

HP RARDEN REDEVELOPMENT LLC

By: _____
Name: Debra Tantleff
Title: Member

George G. Gussis, P.A.
April 3, 2024
Page 3

Agreed to and Acknowledged this
4th day of April, 2024

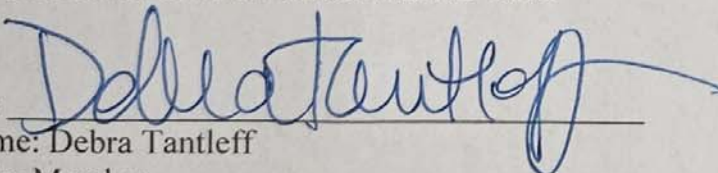
ESTATE OF LAZAROS PLIAS

By: _____
Name: Chrisoula Plias
Title: Administratrix of The Estate of Lazaros Plias

ESTATE OF IOANNIS KANTERAKIS

By: _____
Name: Irene Minetti
Title: Executrix of The Estate of Ioannis Kanterakis

HP RARDEN REDEVELOPMENT LLC

By:  _____
Name: Debra Tantleff
Title: Member

GEORGE G. GUSSIS, P.A.

ATTORNEY AT LAW
THE ALBISH BUILDING
83 MORRIS STREET
NEW BRUNSWICK, N.J. 08901

GEORGE G. GUSSIS

TEL 732-846-3111
FAX 732-846-0282

March 11, 2024

MAILING ADDRESS
P.O. Box 152
08903-0152

Charles B. Liebling, Esq
Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, NJ 08901

**Re: Second Letter Amendment to Purchase and Sale Agreement
Property: 70 Woodbridge Avenue, Highland Park, New Jersey**

Dear Mr. Liebling:

Reference is made to that certain Purchase and Sale Agreement by and between Seller and Purchaser (the "Agreement") dated October 25, 2023, which was amended January 5, 2024 and in which you represent the Purchaser and this office represents Seller. The parties desire to further amend the Agreement as of March 11, 2024 to reflect the following:

- The name of the Seller of the Property shall be P&K Associates, a Partnership, whose address is 83 Morris Street, New Brunswick, New Jersey 08901
- The name of the Purchaser of the Property shall be HP Rarden Redevelopment LLC, whose address is 66 York Street, Jersey City, New Jersey 07302
- All other terms of the Agreement, including as previously amended, not inconsistent herewith, shall remain in full force and effect.

If the foregoing is acceptable, please acknowledge below.

Very truly yours,
GEORGE G. GUSSIS, P.A.

BY: George G. Gussis
GEORGE G. GUSSIS, ESQUIRE

ggg/kaa

HP RARDEN REDEVELOPMENT LLC
A New Jersey Limited Liability Company
(As to Purchaser)

By: Debra Tantleff
Debra Tantleff, Manager

P&K ASSOCIATES
A Partnership (As to Seller)

By: Chrisoula Plias
DocuSigned By: Chrisoula Plias, Partner
By: Irene Minetti
Irene Minetti, Partner

528459EB700344...

GEORGE G. GUSSIS, P.A.
Attorney at Law
The Albish Building
83 Morris Street
New Brunswick NJ 08901

GEORGE. G. GUSSIS, ESQ.

Tel: 732-846-3111
Fax: 732-846-0282

Mailing Address:
PO Box 152
New Brunswick NJ 08903-0152

January 5, 2024

Charles B. Liebling, Esq
Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, NJ 08901

Re: Letter Amendment to Purchase and Sale Agreement between the Estate of Lazaros Plias and Estate of Ioannis Kanterakis (collectively, “Seller”) and Tantum Fidelco HP LLC (“Purchaser”), for the property located at 70 Woodbridge Avenue, Highland Park, New Jersey

Dear Mr. Liebling:

Reference is made to that certain Purchase and Sale Agreement by and between Seller and Purchaser (the “Agreement”) dated October 25, 2023, in which this office represents Seller. Capitalized terms used herein shall have the meanings set forth in the Agreement.

Section 3(a) of the Agreement provides that Purchaser had a sixty (60) day Due Diligence Period during which time Purchaser had the right to perform or cause to be performed specified tests and inspections of the Property to be conveyed. The 60-day Due Diligence Period provided in the Agreement expired on December 24, 2023 but was extended by Seller to December 28, 2023. By an email dated December 28, 2023, Purchaser terminated the contract, which the parties seek to revive under the terms specified below.

The parties revive the Agreement under the terms specified below:

1. **Due Diligence Period** is deemed satisfied and is not extended.
2. **Financing Contingency**: The Purchaser shall have a period of three (3) months to investigate financing opportunities for the acquisition of the Property (“Financing Contingency”). The three (3) months shall commence once this Addendum is signed by all parties. The date the Financing Contingency ends shall be set forth in a letter by Purchaser’s attorney. Within seven (7) days of the Financing Contingency period ending, the Purchaser shall notify the Seller as to whether it has arranged financing or elects to terminate the Agreement (the “Financing Contingency Notice”). If Purchaser’s Financing Contingency Notice states that Purchaser is unable to obtain financing and elects to terminate the Agreement, the Initial Deposit and any Additional Deposit, if paid, shall be returned to

Purchaser without deductions, with the exception of those referenced in paragraphs 4, 4.1 and 4.2 below.

3. **Additional Deposit:** Pursuant to Section 1(c)(ii) of the Agreement, Purchaser was to deposit a sum equal to FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500.00) at the expiration of the Due Diligence Period as an Additional Deposit to be held in escrow by the Escrow Agent, which has not occurred. Instead, Purchaser shall make the Additional Deposit simultaneously with the Financing Contingency Notice, unless Purchaser's Financing Contingency Notice states that Purchaser is unable to obtain financing and terminates the Agreement. For the purposes of clarity, Escrow Agent is holding the Initial Deposit.

4. **Carrying Costs:** The Purchaser shall be responsible for the cost of all documented real estate taxes, utilities, and property insurance for the Property ("Carrying Costs"), , pursuant to and for the periods set forth in 4.1 and 4.2 below.

4.1. If Purchaser elects to terminate the Agreement under the Financing Contingency Notice, the Carrying Costs from the date of this Addendum to the date of the Financing Contingency Notice shall be withheld from the Deposit (which is to be refunded to Purchaser) and such withheld amount shall released to Seller.

4.2. If Purchaser does not elect to terminate the Agreement in the Financing Contingency Notice, at Closing, the Purchaser shall receive full credit for the Carrying Costs paid from the date of this Addendum to February 6, 2024, and shall only be responsible for the Carrying Costs from February 7, 2024 to the date of Closing, which amount shall not be a credit against the Purchase Price.

5. **Closing Date:** Section 5(a) of the Agreement provides that Closing on the Property was to occur forty-five (45) days after the expiration of the Due Diligence Period, i.e., on or about February 7, 2024, assuming all conditions precedent described in Section 4 were satisfied.

5.1. With the inclusion of the Financing Contingency requested by Purchaser, to which Seller has agreed, the Closing Date is amended from forty-five (45) days after the expiration of the Due Diligence Period, to thirty (30) days after the expiration of the Financing Contingency, if Purchaser has not terminated the Agreement by sending a Financing Contingency Notice stating that Purchaser is unable to obtain financing.. This date shall be confirmed by a letter between the parties' attorneys.

6. **Additional Use of Holdback:** To the extent funds remain available in the Environmental Holdback and/or the Debris Holdback following disbursement from same for the costs identified in Section 7 of the Agreement, Purchaser may utilize and Purchaser's counsel may disburse, up to EIGHT THOUSAND DOLLARS (\$8,000.00) of such remaining amount to cover costs associated with the repair or replacement of vehicle lifts and associated components on the Property, upon presentation by Purchaser to Purchaser's counsel and Seller's counsel of an invoice(s) for such costs

7. **Miscellaneous:**

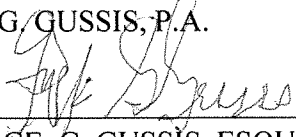
7.1 The conditions precedent to closing, set forth in Section 4 of the Purchase and Sale Agreement, shall remain except for Section 4(b), which is expressly deleted.

7.2 Except as expressly described herein, this letter amendment shall not constitute a modification or an alteration of any of the other terms, conditions or covenants of the Agreement, all of which remain in full force and effect.

If the foregoing is acceptable, please acknowledge below.

Very truly yours,

GEORGE G. GUSSIS, P.A.

BY:  _____
GEORGE G. GUSSIS, ESQUIRE

[SIGNATURES APPEARING ON NEXT PAGE ON LETTERHEAD OF WINDELS MARX
LANE & MITTENDORF, LLP]



Estate of Lazaros Plias
Estate of Ioannis Kanterakis
Tantum Fidelco HP LLC

~~December 22, 2023~~ January 5, 2024

Page 4

Agreed to and Acknowledged this

5 day of ~~December, 2023~~

January, 2024


ESTATE OF LAZAROS PLIAS

By: Chrisoula Plias

Name: Chrisoula Plias

Title: Administratrix of The Estate of Lazaros Plias

ESTATE OF IOANNIS KANTERAKIS

DocuSigned by:
By: 

Name: Irene Minetti

Title: Executrix of the Estate of Ioannis Kanterakis

TANTUM FIDELCO HP LLC

By: _____

Name:

Title:

Estate of Lazaros Plias
Estate of Ioannis Kanterakis
Tantum Fidelco HP LLC
~~December 22, 2023~~ - January 5, 2024
Page 4

Agreed to and Acknowledged this
_____ day of December, 2023

ESTATE OF LAZAROS PLIAS

By: _____
Name:
Title:

ESTATE OF IOANNIS KANTERAKIS

By: _____
Name:
Title:

TANTUM FIDELCO HP LLC

By: 
Name: Debra Tantlefer
Title: member

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 25th day of October, 2023 by and between the **ESTATE OF LAZAROS PLIAS** and **ESTATE OF IOANNIS KANTERAKIS** (collectively, "Seller") and **TANTUM FIDELCO HP LLC** ("Purchaser"), a New Jersey limited liability company, whose address is 66 York Street, 3rd Floor, Jersey City, New Jersey 07302 (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Seller is the owner of certain real properties in the Borough of Highland Park (the "Borough"), State of New Jersey (the "State") known by the street address of 70 Woodbridge Avenue and by the tax map designation of Block 3104, Lots 7, 8, 9, 10 and 11 (collectively, the "Land", together with all improvements thereon and all rights and privileges of Seller thereto, as well as all equipment and fixtures located therein, and all of Seller's interest in any permits, licenses, warranties, and approvals relating to the Land and the improvements thereon (without delivery of same being required unless in Seller's possession) excluding the personal tools and business records of Seller, the "Property"); and

WHEREAS, Purchaser desires to acquire the Property (as defined herein) from Seller and Seller desires to transfer the Property (as defined herein) to Purchaser.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Purchase and Sale.

(a) To Be Conveyed. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

(b) Purchase Price. The purchase price for the Property shall be ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000.00), as increased or decreased by prorations and adjustments as herein provided to be paid at Closing (the "Purchase Price") with portions of the disbursement to be held back by the Escrow Agent (as defined herein) in accordance with Section 7 herein.

(c) Payment Terms. The Purchase Price shall be payable as follows:

(i) Upon execution of this Agreement, a sum equal to FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500.00) (the "Initial Deposit") shall be paid by Purchaser to the Escrow Agent, set forth in Section 1(d) herein, to be held by the Escrow Agent in accordance with the terms hereof; and

(ii) Upon expiration of the Due Diligence Period, a sum equal to FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500.00) (the "Additional")

Deposit”, together with the Initial Deposit, the “Deposit”) shall be paid by Purchaser to Escrow Agent, set forth in Section 1(d) herein, to be held by the Escrow Agent in accordance with the terms hereof.

(iii) On the Closing Date (defined in Section 5), the Deposit shall be credited toward the Purchase Price, and the balance of the Purchase Price (plus or minus any net closing adjustments), shall be paid first to the Escrow Agent to an account designated in writing by the Escrow Agent, and upon satisfaction of all conditions to Closing, Escrow Agent shall pay to Seller the Purchase Price minus the Holdback amount (defined below) and plus or minus any net closing adjustments to an account designated in writing by Seller.

(d) Escrow.

(i) The Deposit shall be held in escrow by Seller’s counsel, George G. Gussis, P.A. (the “Escrow Agent”) until Closing. The Escrow Agent shall hold the Deposit in its trust account until disbursed as herein provided and at Closing, shall pay over the \$50,000.00 Environmental Holdback and \$5,000.00 Debris Holdback to Purchaser’s counsel, Windels Marx Lane & Mittendorf, LLP, to hold in its trust account and to disburse in accordance with Section 7 herein. The provisions of (ii), (iii) and (iv) below apply to Purchaser’s counsel as escrow agent with respect to the Holdbacks.

(ii) Escrow Agent shall not be liable to any Party for any act or omissions, except for bad faith or gross negligence, and the Parties agree to indemnify Escrow Agent and hold Escrow Agent harmless from any claims, damages, losses or expenses arising in connection herewith, except for claims, losses, damages or expenses arising from Escrow Agent’s bad faith or gross negligence. The Parties acknowledge that Escrow Agent is acting solely as stakeholder for their convenience. In the event Escrow Agent receives written notice of a dispute between the parties in respect of the Deposit (or, with respect to Purchaser’s counsel, either Holdback), Escrow Agent shall not be bound to release and deliver the Deposit or either Holdback, as relevant, to either party but shall either (A) continue to hold the Deposit or either Holdback, as relevant, until otherwise directed in writing signed by all parties hereto; or (B) deposit the Deposit or either Holdback, as relevant, with the clerk of any court of competent jurisdiction. Upon such deposit, Escrow Agent will be released from all duties and responsibilities with respect to the relevant matter.

(iii) Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it with respect to the Deposit, (or, with respect to Purchaser’s counsel, either Holdback), the Property or the subject matter of this Agreement unless requested to do so by Purchaser or Seller and indemnified to its satisfaction against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectability of any check delivered in connection with this Agreement. Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper parties.

(iv) The Parties agree that notwithstanding Escrow Agent's role as escrow agent, Escrow Agent does and may continue to represent Seller as legal counsel in connection with the subject matter of this Agreement and otherwise.

(v) Escrow Agent's obligations as it pertains to the Environmental and Debris Holdbacks herein shall end once these Holdbacks are have been transferred to Purchaser's counsel at Closing. Purchaser's counsel's obligations as it pertains to the Environmental and Debris Holdbacks herein shall survive Closing.

2. Title and Survey.

(a) Title Commitment and Survey. Purchaser shall order all searches within fourteen (14) days of the date hereof and obtain an ALTA title insurance commitment (the "Title Commitment") from a title company during the Due Diligence Period, showing all matters affecting title thereto and binding the title company to issue at Closing an Owner's Policy of Title Insurance in an amount designated by Purchaser, and a survey (the "Survey") from a surveyor covering the Property.

(b) Title Examination. Seller shall be required to take all necessary action to remove those exceptions to title listed in the Title Commitment and correct any matters shown on the Survey that would materially impair use of the Property as intended.

(c) Title Objections; Cure of Title Objections. Seller shall pay off any monetary encumbrances against the Property on the Closing Date. With respect to non-monetary encumbrances, Seller shall use best efforts, to remove objections in connection with the condition and status of title to the Property and any other matter contained in the Title Commitment or the Survey raised by Purchaser.

(d) Pre-Closing "Gap" Title Defects. Purchaser may, at or prior to Closing, notify Seller in writing (the "Gap Notice") of any matters adversely affecting title raised by the title company or surveyor prior to Closing that were not reported on the Title Commitment or Survey and of which Purchaser had no actual knowledge prior to the execution hereof. If Purchaser sends a Gap Notice to Seller, Seller shall have the same obligations with respect to such exceptions as set forth under Section 2(b) hereof.

(e) Condition of Title; Permitted Exceptions. Title to the Property shall be good, marketable and insurable at regular rates, subject, however, to the following matters, which are hereinafter referred to as the "Permitted Exceptions":

(i) all matters that arise out of actions of Purchaser or its agents, representatives or contractors;

(ii) all matters the title company is willing to insure over without any additional premium or indemnity from Purchaser, to the extent acceptable to Purchaser;

(iii) the title company's printed coverage exclusions;

(iv) such state of facts as disclosed by the Survey or inspection of the Property that do not materially impair the use of the Property as intended; and

(v) the lien of all real estate taxes and assessments not yet due and payable as of the Closing Date, subject to adjustment as herein provided.

(f) Title Defects; Right of Termination. If, on the Closing Date, having complied with the requirements of this Agreement, (i) Seller is unable to remove exception(s) to title listed in the Title Commitment or correct matter(s) shown on the Survey that would materially impair use of the Property as intended by Purchaser or (ii) address any Gap Notice, or (iii) for any other reason, Seller is unable to convey good, marketable and insurable (at regular rates) title to Purchaser, such inaction or inability shall permit Purchaser to terminate this Agreement, in which event Purchaser shall receive the return of its Deposit and reimbursement of its title fees incurred in connection with the transaction contemplated hereunder, and the Parties shall have no further liability to the other under this Agreement.

3. Due Diligence

(a) Right to Inspection. Purchaser shall have the right, for sixty (60) days beginning on the date of this Agreement to conduct its due diligence on the Property (the "Due Diligence Period"). Seller shall cooperate with Purchaser and Purchaser's representatives during their due diligence efforts. During the Due Diligence Period, Purchaser will be afforded access to the Property to conduct its environmental, engineering, structural, physical and title/zoning review. Purchaser shall provide copies of all such reports to Seller within 10 days from the date received.

(b) Environmental. In addition to the reviews and investigations as set forth in Section 3(a) above, Purchaser may perform any and all testing which Purchaser deems necessary to satisfy itself as to the environmental condition of the Property and its immediate environment. Seller acknowledges that such testing may be invasive. Seller further acknowledges that Purchaser must comply with all relevant environmental reporting requirements, including but not limited to all Federal, State, county, and municipal requirements in the event that any reportable contamination or other environmental condition be found to exist with respect to the Property provided that Purchaser shall not report any such investigations or reviews to the New Jersey Department of Environmental Protection until after the Closing on the Property has occurred. Notwithstanding anything to the contrary provided herein, unless the Closing occurs, Purchaser assumes no liability for the remediation of any contamination not caused by Purchaser's investigation that it may discover in the course of its investigation, or for the exacerbation of any contamination which exacerbation was caused by Purchaser's investigation and was not avoidable with exercise of due care.

(c) Access to Premises. Seller shall provide Purchaser with reasonable access to the Property in order to permit Purchaser to conduct its inspections, such access to be exercised during normal business hours or at such other mutually agreed upon time(s) in the presence of Seller and/or Seller's representatives:

(i) Before commencing any aspect of Purchaser's inspections that involves physical inspection (other than exclusively walking the Property) or testing of the Property, Purchaser and each independent contractor or agent of Purchaser who will enter onto the Property on behalf of Purchaser for the purpose of conducting such inspections and tests on the Property shall, as a condition to their right to enter the Property, provide to Seller a certificate of insurance showing that Purchaser or such independent contractor or agent maintains in full force and effect a policy of commercial general liability (occurrence) insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, including bodily injury and property damage and contractual liability coverage, and workers' compensation insurance with statutory limits, in a form reasonably satisfactory to Seller to insure the indemnity obligations under this Agreement. Seller shall be listed as an additional insured on each such insurance certificate.

(ii) Purchaser agrees to and does hereby indemnify and hold harmless the Seller against and in respect of any and all losses, costs, damages, liabilities, claims or expenses (including, without limitation, reasonable attorneys' fees and costs, accounting, consulting and engineering fees and costs) which may be imposed upon, incurred by or assessed against Seller resulting from Purchaser's or its agents' or contractors' activities on the Property, including, without limitation, claims of injury to persons or damage to property, expressly excluding consequential or punitive damages. The obligations of Purchaser pursuant to this Section 3(c)(ii) shall survive the delivery of the Deed (as defined herein) or earlier termination of this Agreement. Notwithstanding the foregoing, this indemnity shall not apply to any loss or liability to Seller to the extent it results from findings of Purchaser's due diligence activities actually or constructively known to Seller and/or for which Seller would have been responsible had they been discovered by or disclosed to Seller.

(d) Right of Termination. If, in connection with Purchaser's rights described in this Section 3, Purchaser determines in its sole and absolute discretion, that it is unsatisfied with any aspect of the Property, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller given prior to the end of the Due Diligence Period and, upon delivery of such notice, Purchaser shall receive a refund of the Deposit, and all rights and obligations of the respective parties hereunder shall be null and void, except for those rights and obligations that expressly survive the termination of this Agreement. In the event of such termination, Purchaser shall reasonably restore the Land to the condition existing prior to Purchaser's inspections and altered as a result thereof, and this obligation shall survive any earlier termination of this Agreement. If Purchaser terminates this Agreement after the expiration of the Due Diligence Period, other than as permitted hereunder, all of the Purchaser's Deposits shall be paid over to the Seller and all rights and obligations of the respective parties hereunder shall be null and void, except for those rights and obligations that expressly survive termination of this Agreement.

4. Conditions Precedent. The Closing, as defined below, shall be conditioned on the satisfaction or performance of the following:

(a) The representations and warranties of Seller and Purchaser shall be true and correct as of the date hereof and as of the Closing Date, unless waived or modified in writing by the Party intended to rely upon the representation and warranty;

(b) Purchaser has satisfactorily completed its due diligence as set forth in Section 3 herein;

(c) Title to the Property shall be free and clear of all liens and encumbrances subject to the Permitted Exceptions;

(d) There shall be no litigation or other appeal or challenge relating to this Agreement or the conveyance of the Property from Seller to Purchaser, and the time for challenging same shall have expired.

(e) Seller shall cooperate with Purchaser's application to obtain a continuing certificate of occupancy ("CCO") from the appropriate governmental body for the Property. Sellers shall incur the first \$300.00 in costs for any repairs necessary to obtain the CCO. All remaining costs for repairs thereafter shall be borne by the Purchaser; provided, however, if Purchaser declines to make any repairs to obtain the CCO, the Purchaser may either terminate the Contract and receive the return of its deposit or continue to close without any abatement in the Purchase Price. Purchaser or its designee shall have obtained a zoning permit, with the cooperation of Seller, from the Borough's zoning officer permitting the use of the Property for automotive repair services.

(f) Seller is two Estates. Any and all representations of Seller herein are made solely to the best of each Executors' knowledge of the Property.

5. Closing.

(a) Closing on the Property (the "Closing") shall occur forty-five (45) days after the expiration of the Due Diligence Period assuming all conditions precedent described in Section 4 herein are satisfied or waived by the Purchaser (the "Closing Date"). The Closing Date may be extended due to delays caused by Force Majeure. The Closing shall take place by mail or at such place as the Parties may mutually agree.

(i) For purposes of this Agreement, "Force Majeure" shall mean any delays in either Party's performance required hereunder caused by reason of strikes, utility interruptions not caused by the Parties, unseasonably harsh weather, pandemic, riots, insurrection, war, acts of terrorism, the occurrence or discovery of any environmental contamination or defect on the Property that was not identified at the time of execution hereof, or other causes not within the reasonable control of nor due to the fault of the Party delayed that has a direct, material adverse effect on the rights or obligations of the Parties to perform under this Agreement.

(b) At Closing, Seller shall, in addition to any other documents or items required to be delivered by Seller under this Agreement, deliver to Purchaser (collectively, "Seller's Closing Deliveries"):

(i) A bargain and sale deed with covenants against grantor's acts for the Property (the "Deed") together with all other documents required as a condition of recording of such deed;

(ii) If required, a fully executed FIRPTA certificate and any other documents required under the Foreign Investment in Real Property Act of 1980, as amended;

(iii) All applicable deed or transfer tax forms, if any;

(iv) A customary owner's affidavit of title to the Property as may be necessary to enable the title company to omit exceptions to the title;

(v) Evidence reasonably satisfactory to the title company respecting the authority of Seller to execute this Agreement and the documents required to be delivered hereunder;

(vi) Such further instruments as may be reasonably required by the title company and as may be agreed upon by Seller and Purchaser to consummate the Closing in accordance with the terms of this Agreement; and

(vii) Such other documents and agreements that Purchaser's title company may reasonably require in connection with the transaction contemplated to occur at Closing.

(c) At Closing, Purchaser shall, in addition to any other documents or items required to be delivered by Purchaser under this Agreement, deliver to Seller (collectively, "Purchaser's Closing Deliveries"):

(i) The Purchase Price, subject to the terms hereof; and

(ii) Such other documents and agreements that Seller may reasonably require in connection with the transaction contemplated to occur at Closing.

6. Prorations, Credits and Adjustments at Closing.

(a) All items of revenue and expense which, by custom and practice, are prorated between sellers and purchasers of real property similar in kind to the Property shall be apportioned and adjusted as of 11:59 PM on the day immediately preceding the Closing of title date.

(b) In the absence of error or omission, all prorations, adjustments and credits made and determined as herein provided shall be final as of the Closing Date, unless otherwise specified herein. If, subsequent to the Closing Date, an error or omission in the determination or computation of any of the prorations, adjustments and credits shall be discovered, then, immediately upon discovery thereof, the Parties shall make the appropriate adjustments required to correct such error or omission. The provisions of this subparagraph shall survive the Closing and the delivery of Seller's Closing Deliveries.

(c) Seller's closing expenses shall include (i) attorney's fees incurred by Seller in connection with this Agreement and Closing, including, without limitation, any attorney's fees incurred in connection with preparing, reviewing or revising the Seller's Closing Deliveries; (ii) recording fees for discharging mortgages and other liens of record; (iii) the realty transfer tax; and (iv) any other expenses herein expressly stipulated to be paid by Seller in this Agreement.

(d) Purchaser's closing expenses shall include (i) attorney's fees incurred by Purchaser in connection with this Agreement and Closing, including, without limitation, any Purchaser's attorney's fees incurred in connection with preparing, reviewing or revising Seller's Closing Deliveries; (ii) the so-called "mansion tax" imposed pursuant to N.J.S.A. 46:15-7.2, if applicable; (iii) the fees incurred for recording any of the documents included in Seller's Closing Deliveries; (iv) the costs of obtaining any title searches and the premiums for Purchaser's title insurance policy; and (v) any other expenses expressly stipulated to be paid by Purchaser in this Agreement.

7. Holdback.

(a) At Closing, Escrow Agent shall pay over to Purchaser's counsel from the disbursement of Seller's net cash proceeds of sale (i) FIFTY THOUSAND DOLLARS (\$50,000.00) (the "Environmental Holdback") to cover any and all direct and third party costs up to such amount, associated with the remediation of the Property by Purchaser, including but not limited to the investigation of and decommissioning and/or removal of tanks and any related contaminated areas to hold in a post-closing escrow and disburse same to Purchaser upon presentation to Purchaser's counsel and Sellers' counsel, an invoice for the cost of such remediation, plus any necessary costs and expenses incurred by Purchaser in connection with the aforementioned remediation, and (ii) FIVE THOUSAND DOLLARS (\$5,000.00) for costs of Purchaser's removal of all debris and personal property from the Property (the "Debris Holdback", together with the Environmental Holdback, the "Holdback") to hold in escrow disburse same to Purchaser upon presentation to Purchaser's counsel and Seller's counsel, an invoice for the cost of such removal, plus any necessary costs and expenses incurred by Purchaser in connection with the aforementioned removal. Notwithstanding the foregoing, for both (i) and (ii), if the cost incurred by Purchaser is less than the corresponding Holdback amount, then the balance shall be paid to Seller, and if the cost is in excess of the corresponding Holdback amount, then Purchaser shall be responsible for any additional costs.

(b) This Section 7 shall survive Closing.

8. Representations of Purchaser.

(a) Purchaser agrees, acknowledges and represents that Purchaser is entering into this Agreement and shall perform all of its obligations hereunder and consummate the transaction contemplated by this Agreement solely in reliance on and as a result of Purchaser's own investigations and efforts (including Purchaser's review of title to the Land and such other investigations, examinations and inspections as Purchaser has chosen to make or has made) and at Purchaser's sole risk, cost and expense.

(b) Purchaser further represents and warrants to Seller that, as of the date of this Agreement:

(i) Purchaser is a limited liability company existing under the laws of the State;

(ii) The representative of Purchaser executing this Agreement have been duly authorized to execute and deliver this Agreement by valid formal action of Purchaser;

(iii) The execution and the delivery by Purchaser of this Agreement and the compliance by Purchaser with the provisions hereof will not conflict with or constitute on the part of Purchaser a violation of, breach of or default under any other agreement or instrument to which Purchaser is bound;

(iv) The Purchaser represents that it has the funds to purchase the Property and does not require the necessity of a mortgage from a financial lender; and

(v) To the best of Purchaser's knowledge, there are no lawsuits or administrative or other proceedings pending or threatened that contest Purchaser's expenditure of funds as contemplated by this Agreement.

(c) The representations of Purchaser set forth in this Section shall be deemed to be remade as of the Closing Date with the same force and effect as if first made on and as of such date.

9. Representations of Seller.

(a) To the best of Seller's knowledge, as of the date of this Agreement:

(i) The individuals executing this Agreement are fully authorized as the Executor(s) of the Seller to execute and deliver the Deed and all documents, and to take all actions, to perform Seller's obligations under this Agreement;

(ii) All applicable inheritance and estate tax returns, state and federal, have been filed and all waivers and other documents have been obtained and recorded to release the Property from the liens of any federal or State estate or inheritance taxes;

(iii) Seller has all necessary power and lawful authority to own the Property and to execute and deliver this Agreement and Seller's Closing Deliveries;

(iv) Neither the execution and delivery of this Agreement or the Seller's Closing Deliveries by Seller nor the consummation of the sale contemplated hereby will, to the best of Seller's knowledge: (A) violate, conflict with or result in a breach or termination of, or give any other party the right to terminate, or constitute a default under the terms of, any agreement to which Seller is a party or by which it is bound; (B) violate any judgment, order injunction, award or decree of any governmental authority or binding upon Seller or upon the Property; or (C) constitute a violation of by Seller of any applicable law or regulation of which Seller is subject;

(v) Seller is not a “foreign person” under the Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”) and upon consummation of the transaction contemplated hereby, Purchaser will not be required to withhold from the Purchase Price any withholding tax;

(vi) There are no “open” building permits related to the Property;

(vii) The Property is not subject to ISRA;

(viii) There are no leases, licenses, or occupancy agreements currently in effect with respect to all or any part of the Property;

(ix) There are no service contracts, management agreements, or other agreements currently in force and effect, oral or written, that provides services to Seller relating to the operation, management, maintenance, leasing or repair of all or any part of the Property that will not be terminated at or prior to Closing;

(x) The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provision of law, statute, rule or regulation to which Seller or the Property is subject, or violate any judgment, order, writ, injunction or decree of any court applicable to Seller or the Property of which Seller is aware; and

(xi) Other than the UST Investigation Report prepared by GPR One Call on July 26, 2023, Seller is not in possession or control of any written environmental, asbestos, soil or geotechnical reports regarding the Property or any communications with governmental authorities and regulatory agencies in connection therewith.

(b) The representations of Seller set forth in this Section shall be deemed to be remade as of the Closing Date with the same force and effect as if first made on and as of such date.

10. Covenants and Agreements of Seller

(a) From the date after the date of this Agreement, Seller agrees that it shall not perform or permit any act which shall diminish, encumber, or affect Seller’s rights in and to the Property or prevent Seller from fully performing its obligations hereunder.

(b) Seller shall perform all normal and routine maintenance repairs and replacements of the Property to ensure Property is substantially in the same condition as existed at the date of this Agreement.

(c) From the date after the date of this Agreement, Seller agrees that it shall not enter into any new or renewal service contracts or other agreements affecting or binding on the Property or any part thereof or Purchaser.

11. Risk of Loss.

(a) Seller assumes the risk of loss or damage as a result of fire or other casualty between the date of this Agreement and the Closing Date and loss or damage as a result of fire or other casualty shall not in any way void or impair any of the conditions or obligations of either Party hereto hereunder. Purchaser may, at Purchaser's sole cost and expense, maintain any such insurance on the Land which Purchaser deems desirable. Seller agrees to maintain or cause to be maintained appropriate liability and property insurance.

(b) Any taking of all or any portion of the Land by any governmental authority (or notice thereof of the intention to take the Land or any portion thereof) shall permit Purchaser to terminate this Agreement and receive a refund of the Deposit; however, if Purchaser does not terminate the Agreement, such taking shall not in any way void or impair the obligation of Seller to convey the Property hereunder. At the Closing, Seller shall assign to Purchaser all of its right, title and interest in and to any award to which it may otherwise be entitled in the condemnation proceedings and shall pay to Purchaser at the Closing any portion of the award theretofore received by Seller. Seller and Purchaser each agrees to notify the other of any eminent domain proceeding within ten (10) calendar days after either party learns of any such proceeding. Purchaser shall have the sole right (in the name of Purchaser or Seller or both) to negotiate for, agree to and contest all offers and awards.

(c) To the best of Seller's knowledge, neither estate owes taxes, fees, or penalties to the State or its instrumentalities.

12. Default; Remedies.

(a) In the event that Purchaser defaults under this Agreement and Seller is not then in default hereunder, Seller shall have the right, with written notice to Purchaser and reasonable opportunity to cure, to terminate this Agreement, in which event Seller shall keep all Deposits and shall have no further liability under this Agreement.

(b) In the event that Seller defaults under this Agreement and Purchaser is not then in default hereunder, Purchaser shall have the right, with written notice to Seller and reasonable opportunity to cure, to (i) pursue all rights and remedies expressly set forth hereunder, at law, in equity or by statute, including the remedy of specific performance or (ii) terminate this Agreement, in which event Purchaser shall receive the Deposit and reimbursement of its legal, title, survey and due diligence costs incurred in connection with the transaction contemplated hereunder, and shall have no further liability under this Agreement.

13. New Jersey Bulk Sales Requirements.

(a) Seller acknowledges that Purchaser will, at least ten (10) business days prior to Closing, file with the State, the Division of Taxation (the "Division"), a Notification of Sale, Transfer or Assignment in Bulk (C-9600) (the "Bulk Sale Notice") and an executed copy of this Agreement, enumerating the Purchase Price and the terms and the conditions hereof, as required by law and as necessary to obtain a letter of clearance from the Division (the "Clearance Letter"). Seller shall provide Purchaser with the information necessary to complete the Bulk Sale Notice.

(b) Seller acknowledges that Seller and each of its members may be required by the Division to complete an asset transfer tax declaration form (“Declarations”) and submit same to the Division in order to obtain the Clearance Letter. Seller agrees to have each of its members provide such completed Declarations to the Division at least ten (10) business days prior to Closing.

(c) Purchaser shall have the right to hold back a portion of the Purchase Price (if any), which is required by the Division, which amount (together with interest accrued thereon, if any, the “Division Escrow”) shall be held in escrow by the Purchaser’s title company. Purchaser and Seller agree to be bound by the escrow requirements imposed by the Division, including the adjustment of the Division Escrow amount. Upon demand by the Division, the Purchaser’s title company shall disburse to the Division such amounts from the Division Escrow as the Division shall require. Any remaining balance of funds in the Division Escrow shall be disbursed to Seller immediately after the Division has authorized the release of such funds in writing by issuing a Clearance Letter.

(d) Seller agrees to cooperate in good faith with Purchaser with filing the above documents and obtaining a Clearance Letter from the Division.

(e) Seller shall indemnify and hold Purchaser harmless from and against any and all taxes, penalties, claims, damages, costs, fees and expenses, including reasonable attorneys’ and experts’ fees, arising out of any tax liability Seller and its members may owe to the State or any noncompliance by Seller or its members with any New Jersey Bulk Sales laws.

14. Brokers. The parties each represent and warrant that it has not dealt with any person or entity in connection with the transaction contemplated hereby that would be entitled to a brokerage commission, finder's fee or other similar compensation. Each Party shall indemnify, protect and save the other, and hold the other forever harmless, from and against, and reimburse the other for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties and costs and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against or incurred or paid by the other, or for which the other may become obligated or liable, by reason of, on account of or in connection with a breach of the aforesaid representation and warranty. The aforesaid warranty and indemnity shall survive the Closing and the delivery of the Seller’s Closing Deliveries or any expiration or termination of this Agreement.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and, to the extent permitted hereby, their respective heirs, legal representatives, successors and assigns.

16. Entire Agreement, Modifications. This Agreement, embodies the entire contract between the Parties with respect to the purchase of the Property and supersedes any and all prior negotiations, agreements and understandings, written or oral, formal or informal, all of which are deemed to be merged herein. No representations, statements, warranties, covenants, undertakings or promises of Seller or any representative or agent of Seller, whether oral, implied or otherwise and whether made before or after the date hereof, shall be considered a part hereof or binding upon Seller unless set forth herein or agreed to by the Parties in writing, nor shall any provision

of this Agreement be supplemented, terminated, modified or waived except by a writing signed by both Parties. No modification or amendment to this Agreement of any kind whatsoever, shall be made or claimed by Seller or Purchaser, and no notice of any extension, change, modification or amendment made or claimed by Seller or Purchaser shall have any force or effect whatsoever unless the same shall have been reduced to writing and fully signed by Seller and Purchaser.

17. Invalidity. If any term or provision of this Agreement shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but the remainder of this Agreement and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity.

18. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State, without regard to principles of conflicts of law.

19. Notices. All notices or other communications required or permitted to be given hereunder must be given in writing and delivered personally or mailed, certified or registered mail, postage prepaid, or by a reputable overnight delivery service, or sent by e-mail addressed as follows:

To Seller:

Estate of Lazaros Plias
c/o George C. Gussis, P.A.
83 Morris St. Suite 1
P.O. Box 152
New Brunswick, New Jersey 08903
E-mail: patersonstreet83@aol.com

Estate of Ioannis Kanterakis
c/o George C. Gussis, P.A.
83 Morris St. Suite 1
P.O. Box 152
New Brunswick, New Jersey 08903
E-mail: patersonstreet83@aol.com

To Purchaser:

Tantum Fidelco HP LLC
66 York Street, 5th Floor
Jersey City, New Jersey
Attn: Debra Tantleff
E-mail: deb@tantumre.com

With a copy to:

Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, New Jersey 08901
Attn: Charles B. Liebling, Esq.
E-mail: cliebling@windelsmarx.com

To Escrow Agent:

Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, New Jersey 08901
Attn: Charles B. Liebling, Esq.
E-mail: cliebling@windelsmarx.com

The foregoing addresses may be changed or supplemented by written notice given as above provided. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address; provided, however, that if such actual delivery occurs after 5:00 pm (local time when received) or on a non-business day, then such notice shall be deemed effective on the first business day after the date of actual delivery; provided, however, with respect to any notice sent by email following Closing, the sender also promptly provides a hard copy pursuant to one of the other methods set forth above in this Section 19. Counsel for a party may give notice to the other party's counsel with the same effect as if given by a party to the other party.

20. Waivers; Extensions. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

21. Counterparts; Captions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Agreement may be signed by the respective parties on separate pages, and may be delivered on separate signature pages intended to be attached to the Agreement, and when the signatures of all parties are attached the Agreement will be deemed fully executed. Signatures may be delivered by facsimile or other electronic transmission. Any party delivering a signature by facsimile or other electronic transmission (i) agrees that any signature so delivered shall be deemed an original signature for all purposes, (ii) acknowledges awareness of the fact that other parties to this Agreement, and third parties who may examine this Agreement, will rely on such signature and (iii) hereby waives any defenses to the enforcement of the terms of this Agreement based the form or delivery of such signature. The captions are for convenience of reference only and shall not affect the construction to be given to any of the provisions hereof.

22. Assignment. This Agreement may not be assigned by Purchaser or Seller. Any assignment or purported assignment in violation of the terms of this Section shall constitute a default hereunder.

[SIGNATURES SET FORTH ON NEXT PAGE]

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

SELLER:

WITNESS:

[Handwritten Signature]

ESTATE OF LAZAROS PLIAS

By: *Chrisoula Plias*
Name:
Title:

WITNESS:

Kimberly Allen

ESTATE OF IOANNIS KANTERAKIS

By: *[Handwritten Signature]*, executor
Name: *Irene Minetti, Executor*
Title: *for the Estate of Ioannis K...*

WITNESS:

TANTUM FIDELCO HP LLC

By: _____
Name:
Title:

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

SELLER:

WITNESS:

ESTATE OF LAZAROS PLIAS

By: _____

Name:

Title:

WITNESS:

ESTATE OF IOANNIS KANTERAKIS

By: _____

Name:

Title:

WITNESS:



TANTUM FIDELCO HP LLC

By:  _____

Name:

Title:

Debra Tantum
member

EXHIBIT C
P&K PROPERTY IMPROVEMENTS

P&K / Ubrly Remediation/Renovation/Relocation Budget*

4/8/2024

Description	Cost
Tank Removal	\$ 9,640
Permits & Disposal	\$ 2,460
NJDEP reporting/case management/fees	\$ 14,617
NJDEP Fees	\$ 2,050
Project Staffing	\$ 2,877
Subtotal Remediation	\$ 31,644
Design drawings	\$ 1,950
Permit Fees	\$ 2,450
Debris Removal	\$ 4,000
Roofing	\$ 60,150
Insulation	\$ 15,530
Doors/Windows	\$ 24,210
Ceilings: Sheetrock & ACT	\$ 27,000
Electrical	\$ 24,975
HVAC	\$ 39,000
Plumbing	\$ 2,750
Flooring	\$ 11,069
Painting/Sealants	\$ 48,860
Parking Lot Paving	\$ 42,000
Retaining Wall	\$ 13,000
Car Lifts	\$ 33,692
Project Staffing	\$ 35,064
Contingency	\$ 17,532
Subtotal Renovation	\$ 403,231
Loss Revenue	\$ 10,000
Relocation	\$ 5,000
Subtotal Relocation	\$ 15,000
TOTAL	\$ 449,875

*Note: Final cost amounts shall be reconciled based on actual costs incurred and may be reallocated among remediation, renovation and relocation categories