

Contract of Sale -- Office, Commercial and Multi-Family Residential Premises

CONTRACT OF SALE ("Contract") dated August ^{16th}, 2019 between [REDACTED] ORCHARD PROPERTY, INC. ("Seller") and [REDACTED] LE EQUITIES, LLC ("Purchaser").

Seller and Purchaser hereby covenant and agree as follows:

Section 1. Sale of Premises and Acceptable Title

§1.01. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this contract: (a) the parcel of land more particularly described in Schedule A attached hereto ("Land"); (b) all buildings and improvements situated on the Land (collectively, "Building"); (c) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway; and (d) the appurtenances and all the estate and rights of Seller in and to the Land and Building (collectively, the "Premises"). For purposes of this contract, "appurtenances" shall include all right, title and interest of Seller, if any, in and to (i) streets, easements, rights-of-way and vehicle parking rights used in connection with the Premises; (ii) any strips or gores of land between the Land and abutting or adjacent properties; (iii) the leases, space licenses and occupancy agreements, if any, for space in the Building, and all guarantees thereof, as shown on Schedule E attached hereto and any leases entered into by Seller between the date of this contract and the Closing (as hereinafter defined); (iv) the Service Contracts (as hereinafter defined); (v) plans, specifications, architectural and engineering drawings, prints, surveys, soil and substrata studies relating to the Premises in Seller's possession, whether or not stored, managed or contained on computer software or hardware; (vi) all operating manuals and books, data and records regarding the Premises and its component systems in Seller's possession; (vii) certificates of occupancy and, subject to the terms hereof, other approvals issued by any state, federal or local authority relating to the use, maintenance or operation of the Premises or the fixtures, machinery or equipment included in this sale only to the extent that they may be transferred or assigned prior to closing and without third party approvals in accordance with this contract; (viii) all warranties or guaranties, if any, applicable to the Premises, to the extent such warranties or guaranties are assignable; (ix) air rights and development rights. This sale also includes all trade fixtures and all equipment, machinery, materials, supplies and other personal property attached or appurtenant to the Building or located at and used in the operation or maintenance of the Land or Building to the extent same are owned by Seller or any affiliate of Seller (the "Personal Property"). "Personal Property" shall not include Seller's or its affiliate's consumable inventory including food and alcohol nor the business names and goodwill of the Seller affiliates operating at the Premises. As used herein, "Seller's affiliates" refer to Sago Hotel LLC and Noga Restaurant, LLC. Purchaser shall assume the leases for the ice machine and water/sparkling water equipment. The hotel and/or restaurant equipment & furnishings are to be conveyed "as is, where is" subject to the