

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

CONTRACT OF SALE ("Contract") dated March 13, 2019 between 1 STREET HOLDING COMPANY, LLC, (the "Seller") and 5 D LLC and its successors and/or assigns ("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, licenses and occupancy agreements for space in the Building as shown on Schedule E attached hereto, and all guarantees thereof, 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) all licenses, permits, certificates of occupancy and 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 to the extent that they may be transferred or assigned; (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, and (x) all intellectual property, including tradenames, trademarks, servicemarks, logos, copyrights and goodwill relating to or used in connection with the operation of the Land and Building. This sale also includes all personal property, trade fixtures and all equipment, machinery, materials, supplies, inventory, systems, 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"). The street address of the Premises is set forth on Schedule D attached hereto.

§1.02. Seller shall convey and Purchaser shall accept marketable and insurable fee simple title to the Premises in accordance with the terms of this contract, subject only