

PURCHASE AND SALE AGREEMENT

June

PURCHASE AND SALE AGREEMENT ("Agreement") made this 13 day of ~~May~~, 2019 (the "Effective Date"), between 19 [REDACTED] STREET LLC, a New Jersey limited liability company, having an address at 100 [REDACTED] way, 4<sup>th</sup> Floor, New York, New York 10013 ("Seller") and [REDACTED] R [REDACTED] HIGH, LLC, a New Jersey limited liability company, having an address at c/o Swig [REDACTED] es, 19 [REDACTED] ton Avenue, 44<sup>th</sup> Floor, New York, New York 10022 ("Purchaser").

WITNESSETH:RECITALS

A. Seller owns that certain property, comprised of five (5) tax lots in Jersey City, New Jersey (collectively, the "Tract"), which Tract is identified on the City of Jersey City Tax Map as Block 10002, Lots 11, 12, 13, 14 and 15, and is commonly known as 3 [REDACTED] 7 High Street, Jersey City, New Jersey, and which Tract is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. As more particularly set forth herein, Seller desires to convey the Tract to Purchaser on the terms and provisions hereinbelow set forth.

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

Section 1. Agreement of Purchase and Sale. Seller hereby agrees to sell and convey and Purchaser agrees to purchase on such terms and conditions as are hereinafter set forth, all of Seller's right, title and interest in and to the following (collectively, the "Property"):

1.1 Fee simple title in and to the Tract, including, without limitation, all improvements thereon and all appurtenances and hereditaments appertaining thereto and all of Seller's right, title and interest in and to the streets and roads adjacent to the Tract, if any, free of all tenants; and

1.2 All of the plans and specifications and other architectural and engineering drawings for the Tract listed on Exhibit B attached hereto (the "Site Plan and Construction Documents"), to the extent transferrable, provided that Seller makes no representations or warranties whatsoever, and expressly disclaims any representations and warranties, regarding the accuracy of any of such materials provided to the Purchaser or any of the information contained therein, and the Purchaser acknowledges and agrees that the Purchaser shall have no recourse whatsoever against the Seller with respect to or in connection with any materials or information supplied by the Seller to the Purchaser.

Section 2. The Purchase Price. The purchase price (the "Purchase Price") for the Property is SEVEN MILLION SIX HUNDRED THOUSAND and NO/100 (\$7,600,000.00) DOLLARS to be paid as follows: