

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made as of December 6, 2024 (the “**Effective Date**”), by and between **53 CARDINAL DRIVE PARTNERS, L.P.**, a limited partnership of the State of New Jersey, with an address of 600 S. Livingston Avenue, Livingston, New Jersey 07039 (the “**Seller**”), and the **UNION COUNTY EDUCATIONAL SERVICES COMMISSION**, an educational services commission duly created and existing pursuant to N.J.S.A. 18A:6-51 *et seq.*, with an address of 45 Cardinal Drive, Westfield, New Jersey 07090 (the “**Buyer**”). Seller and Buyer are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Seller is the owner of certain real property and the improvements located thereon in the Town of Westfield, Union County, New Jersey, designated as Block 1701, Lot 6 on the Town’s Tax Map, with a street address of 53 Cardinal Drive, Westfield, New Jersey as legally described on Exhibit A attached hereto (the “**Property**”); and

WHEREAS, by Resolution adopted by the Union County Educational Services Commission, the Buyer authorized the purchase of the Property, and authorized other actions in relation thereto, from the Seller above, which is a single purpose entity with a business address of c/o LRF Slater Companies, 600 S. Livingston Avenue, Livingston, New Jersey 07039; and

WHEREAS, Buyer wishes to purchase the Property and Seller is desirous of selling the Property to Buyer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with the forgoing recitals incorporated herein, Seller and Buyer hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following capitalized terms have the indicated meanings. Certain other capitalized terms are defined elsewhere in this Agreement.

“**Business Day(s)**”: Any weekday which is not an observed New Jersey State or federal holiday.

“**Closing**”: The meeting of Seller and Buyer to be held on the Closing Date at which Seller and Buyer will consummate the real estate transaction contemplated by this Agreement.

“**Closing Date**”: Subject to the fulfillment of the terms, conditions and other contingencies contemplated herein, the date on which the Closing occurs as provided in **Section 12.1**, shall be the later of thirty (30) days after (a) the end of the Due Diligence Period, as the

same may be extended for up to 30 days, unless otherwise agreed, to address environmental conditions and/or remediation, as necessary, or (b) if and when obtained within the periods provided for within Section 5.1(a), when Buyer has obtained necessary, final and non-appealable land use, Department of Education and other governmental approvals from all governmental authorities with jurisdiction over the Property, for school use (at present neither site plan nor Department of Education approvals are believed to be required, but may be needed in connection with Department of Education code requirements for school facilities and related requirements, or if required by any land use board).

“Deposit”: As defined in *Section 3.2*.

“Due Diligence Period” and **“Due Diligence Extension Period”**: As defined in *Section 5.2*.

“Escrow Agent”: means the law firm of Orloff, Lowenbach, Stifelman, & Siegel, P.A., Seller’s legal counsel.

“Permitted Exceptions”: Any exceptions set forth in the Title Report that will be obtained by Buyer to which Buyer does not object (as set forth in Section 4), and also, which would not materially adversely affect Buyer’s intended school use of the Property, along with those as set forth in **Exhibit B**.

“Property”: As set forth in the recitals hereof, together with (i) the buildings and other improvements on the real property, (ii) all easements, rights-of-way and appurtenances belonging and inuring to the benefit of the land, and (iii) Seller’s right, title and interest, if any, in the bed of any street adjoining the land, and (iv) Seller’s right, title and interest in all (x) leases, and (y) service contracts, and other agreements existing relative to the Property, as and if accepted by Buyer in accordance with the terms and conditions of this Agreement.

“Purchase Price”: As defined in *Section 3.1*.

“Title Report”: means a report of title obtained by Buyer in connection with the purchase of the Property from a title company licensed to do business in the State of New Jersey.

2. **SALE OF PROPERTY**. The Property is being sold subject to the terms, conditions and contingencies contained in this Agreement, and Seller agrees to sell, and Buyer agrees to purchase, the Property at the Closing, free and clear of liens, encumbrances and other exceptions to title, except for the Permitted Exceptions, and as otherwise provided in *Section 4*.

3. **PURCHASE PRICE AND DEPOSIT**.

3.1 **Purchase Price**. Subject to the adjustments set forth in this Agreement as applicable, the purchase price for the Property shall be Seven Million Two Hundred and Fifty Thousand Dollars (\$7,250,000) in United States Currency (the **“Purchase Price”**), which may be adjusted as provided in *Section 9* of this Agreement.

3.2 **Deposit**. The Deposit shall be paid in full to the Escrow Agent with the delivery of this Agreement executed by the Buyer, and which is a pre-condition to this Agreement

becoming effective. The Deposit shall be five percent (5%) of the Purchase Price, being Three Hundred Sixty Two Thousand Five Hundred Dollars (\$362,500) in United States Currency. At Closing, the Deposit shall be credited against the Purchase Price.

4. **TITLE.**

4.1 **Conveyance of Title.** Seller shall convey the Property to Buyer at the Closing in fee simple by a bargain and sale deed with covenants against grantor's acts. Title to the Property shall be good, marketable and insurable, and free and clear of mortgages, liens and encumbrances created by Seller, except for the Permitted Exceptions and any other title exceptions waived by Buyer in writing. Buyer shall promptly provide Seller with the Title Report and indicate any objections thereto and any title exception not objected to by Buyer during the Due Diligence Period shall be a Permitted Exception.

4.2 **Obligation to Satisfy Certain Exceptions.** Any exception to title consisting of: (i) a mortgage, security agreement or other debt security created by Seller or any other lien created by Seller that can be satisfied by payment of a liquidated sum certain, or (ii) a judgment or attachment against Seller, or (iii) any construction lien incurred for labor or materials supplied to or on behalf of Seller, shall, in each case, automatically be deemed to be disapproved without the need for any formal notice of objection from Buyer, and Seller covenants to pay such sums that are necessary for such exceptions to be satisfied and removed on or before the date of Closing. Buyer may, at Buyer's sole discretion, utilize all or any portion of the Purchase Price to pay any monetary liens on the Property, including, without limitation, any outstanding judgments and tax sale certificates to be satisfied and discharged of record at the Closing.

4.3 **No Obligation.** Neither Seller nor Buyer shall have any obligation to institute litigation or, except as provided in **Section 4.2** with respect to Seller, otherwise incur legal costs or expenses in order to correct or remove any exception that is not a Permitted Exception (an "Unpermitted Exception").

5. **CONTINGENCIES.**

5.1 **Inspections; Due Diligence.** Buyer and Buyer's inspection professionals shall be afforded access to the Property to perform whatever inspections Buyer deems necessary or desirable. Buyer's inspections and investigations may, but need not, include: inquiry into any needed planning/zoning or other governmental approvals for school use (see more specific provisions governing land use requirements, including time frames for actually obtaining such approvals, below), or other requirements for or from governmental agencies with jurisdiction in order to perfect Buyer's occupancy and use of the Property for school purposes, structural, mechanical and electrical inspections of the buildings and other improvements on the Property, a survey and appraisal of the Property, a Preliminary Assessment (as defined in *N.J.A.C. 7:26E-1.8*) for school purposes in compliance with *N.J.S.A. 52:27D-13.4 et seq.* and the New Jersey Department of Environmental Protection's *Technical Guidance for Investigating Child Care Centers and Educational Facilities* ("**Environmental Inspections**")¹, a geotechnical investigation

¹ The Parties acknowledge that Seller has previously provided a recent Phase I Study to the Buyer pursuant to the terms and conditions of a separate letter agreement dated November 14, 2024.

and any other sampling, monitoring or inspection of the Property desired by Buyer during the Due Diligence Period as provided in **Section 5.2** (specifically excluding invasive testing). Buyer and/or its agents, servants and employees shall maintain appropriate insurance coverage to cover themselves and the Seller in relation to their activities and presence on the Property, and shall provide evidence of same to Seller. Buyer shall restore the Property to its preexisting condition following such inspections, or termination of this Agreement as provided for below, as may be applicable. In connection with the inspections, Buyer may also obtain the Title Report.

(a) **Specific Provisions As To Land Use and Other Needed Approvals.** This Agreement shall be subject to Buyer obtaining final, non-appealable zoning variance and other relief necessary for school use of the Property, within ninety (90) days of the Effective Date. Seller will cooperate with Buyer in the land use process, which Buyer will commence promptly upon the Effective Date. Provided that Buyer is pursuing such approvals in good faith, Buyer shall be entitled to an automatic forty five (45) day extension of the time period to obtain said approvals if it is delayed in the land use or approval process due to issues beyond its control (e.g., land use board scheduling issues, etc.). Any further extensions will only be by agreement of the Parties.

(b) **Specific Provisions As to Environmental Inspections and Diligence.** During the Due Diligence Period, Buyer shall have the right to have its own environmental engineers perform necessary environmental study of the Property, including a Preliminary Assessment required for school use as a matter of law, at Buyer's sole cost and expense. In the event that Buyer's Due Diligence reveals any environmental issues requiring further investigation or remediation, Buyer shall have the right to: (a) request that Seller conduct all necessary investigation and remediation before or after Closing, or (b) promptly terminate the transaction in the event Seller declines to do so. Buyer may request, but Seller may refuse to allow any invasive environmental investigation by Buyer beyond the Preliminary Assessment. In the event that Seller refuses to allow any environmental investigation by Buyer beyond the Preliminary Assessment, Buyer shall have the right to either continue with or promptly terminate the transaction in its sole discretion.

5.2 Termination of Agreement.

5.2.1 **Termination During Due Diligence; Due Diligence Period.** Buyer shall have the right to terminate this Agreement for issues discovered during, and as a result of, Due Diligence, upon delivery of written notice to Seller at any time prior to the sixtieth (60th) day following the Effective Date and the delivery of all Due Diligence materials to Buyer, as may be extended pursuant to the terms of this Agreement (the "**Due Diligence Period**") in the event (i) Buyer is dissatisfied with the result of any of its inspections, including without limitation, Environmental Inspections; or, (ii) Buyer's Title Report discloses an Unpermitted Exception that Seller is either not obligated or not willing to remove prior to Closing. Upon Seller's receipt of Buyer's notice and absent any further agreement of the Parties respecting Buyer's dissatisfaction or any remediation thereof, this Agreement shall be terminated, the Deposit shall be returned to the Buyer, and neither Seller nor Buyer shall have any further rights, claims or obligations arising out of this Agreement or to each other as to the subject matter of this Agreement unless otherwise set forth herein.

5.2.2 **Extension of Due Diligence Period and Period for Environmental Inspections.** The Parties agree that the Buyer may extend the Due Diligence Period for a period of forty-five (45) days in order to complete Due Diligence and Environmental Inspections by written notice to Seller provided before the expiration of the Due Diligence Period. Any further extension of the Due Diligence Period needed to complete Due Diligence and Environmental Inspections shall only be on written agreement of the Parties.

5.2.3 **Termination by Seller.** Seller shall have the right to terminate this Agreement if (a) Buyer is not willing or able to proceed to Closing at the Closing Date, including any agreed extensions thereof; and (b) the Seller has issued a written time of the essence notice to Buyer to Close, on no less than ten (10) days prior notice.

5.3 **Tax Appeal(s).** None.

6. **DEFAULT.** If either Party shall default hereunder, and such default remains uncured for more than ten (10) days after receipt of written notice, the non-defaulting Party shall be entitled to exercise all remedies available to it in law or equity; provided that that in the absence of any fraud, willful misconduct or gross negligence on the part of the Seller, Buyer's remedy shall otherwise be limited to the right to either terminate this Agreement and receive a refund of the Deposit, or commence an action for specific performance hereof which must be commenced, if at all, within sixty (60) days after the issuance of the notice of default without cure.

7. **CASUALTY.** The risk of loss or damage to the Property pending the Closing, including loss or damage by fire, flood and other causes, is assumed by and shall be the responsibility of Seller. In the event of loss or damage, Seller shall assign the proceeds of any insurance payable by reason of such loss or damage (but in no event more than the Purchase Price) to Buyer, and Seller and Buyer shall proceed to Closing in accordance with this Agreement without any adjustment to the Purchase Price, *provided however*, that Buyer shall not be required to proceed to Closing, and may terminate this Agreement, if Buyer in its discretion determines that the proceeds are insufficient to utilize the Property for school use as contemplated hereby as of the Effective Date, which termination right must be exercised within ten (10) days after the Parties are advised of the amount of the proceeds available.

8. **EMINENT DOMAIN.** In the event that, pending Closing, eminent domain proceedings are instituted against all or any portion of the Property, Buyer may terminate this Agreement upon written notice to Seller given within ten (10) days after Buyer receives written notice of the initiation of such proceedings. If this Agreement is terminated pursuant to the immediately preceding sentence, Seller shall reimburse Buyer for Buyer's actual out of pocket costs incurred for title search, survey and other investigation costs, to be paid only from any condemnation award received by Seller, if any. This section shall survive termination of this Agreement.

9. **ADJUSTMENTS AT CLOSING.** The following adjustments shall be made at the Closing as of the Closing Date:

9.1. **Property Taxes and Assessments.** Real estate taxes for the Property, if any, shall be adjusted and apportioned on a *per diem* basis. If, on the Closing Date, the Property

or any part thereof shall be or shall have been affected by assessments which are payable in annual installments for local improvements completed or in progress as of the date of this Agreement, then for the purposes of this Agreement, the Seller shall pay any assessment installment billed, due and owing, and, those which are to become due and payable after the Closing Date, shall be deemed to be due and payable by Purchaser.

9.2. **Utilities.** Water and sewer charges and other utilities assessed against or otherwise due and payable with respect to the Property shall be apportioned on a *per diem* basis.

9.3. **Other.** Buyer shall be responsible for paying the premiums for any title insurance coverage and survey desired by Buyer, and the fee required in connection with recording the deed, and a Mansion Tax, if any. Seller shall pay the realty transfer tax payable by grantor, and any recording fees for discharging or canceling of record any mortgage or lien on the Property which Seller is obligated pursuant to **Section 4.2** to remove.

10. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

10.1. **Representations and Warranties.** Seller represents and warrants to Buyer, based on Seller's actual knowledge, and subject in all respects to the pending claims brought by Seller's lender in connection with the foreclosure action described in Section 10.1.6(a), as follows:

10.1.1. **Status; Authorization.** Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. No further action is required on the part of Seller in order to authorize this Agreement or the transactions contemplated by this Agreement. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

10.1.2. **No Conflict.** Seller's execution, delivery and performance of this Agreement will not violate or result in a breach or default under any other contract or agreement to which Seller is a party. Seller has not entered into any other outstanding agreement for the sale of the Property, nor has Seller granted any person other than Buyer any outstanding right or option to acquire the Property. Seller has not sold or transferred, or agreed to sell or transfer, separate from the Property, any development rights or air rights attributable or attendant to the Property. Seller is not a party to any pending or, to Seller's actual knowledge, threatened litigation with respect to the Property that is not covered by insurance.

10.1.3. **Seller's Patriot Act Compliance.** Seller is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control and Seller is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Seller is not engaging in this transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Seller have been or will

be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Seller is prohibited by law or that the transaction or this Agreement is or will be in violation of law. Seller has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.

10.1.4 **Third-Party Rights.** Seller has not entered into any agreements currently in effect pursuant to which Seller has granted any rights of first refusal to purchase all or any part of the Property, options to purchase all or any part of the Property or other rights whereby any individual or entity has the right to purchase all or any part of the Property.

10.1.5 **Compliance With Laws.** Seller has not received any notice from any governmental authority of any violation of any law applicable to the Property, including, without limitation, laws relating to the storage, discharge and release of hazardous substances and, to the best of Seller's knowledge without any special inquiry and investigation, there is no circumstance existing or which may exist by the passage of time, whether by Seller's action or inaction, that would give rise to such a violation.

10.1.6 **Additional Representations.** The following additional representations are made based on Seller's actual knowledge, and subject in all respects to the pending claims brought by Seller's lender in connection with the foreclosure action described in Section 10.1.6(a):

(a) As of the Effective Date, there are no legal actions, suits or similar proceedings pending and served, and Seller has not received any written notice of any current, pending or threatened litigation against Seller or the Property (including, without limitation, any condemnation proceedings), with the exception of the previously disclosed foreclosure action titled U.S. Bank National Association et al v. 53 Cardinal Drive Partners, L.P., et al, SWC-F-007964-24.

(b) As of the Effective Date, Seller is not the subject of any attachments, executions or assignments for the benefit of creditors, nor are there any pending voluntary or involuntary bankruptcy proceedings pending against Seller, and Seller is unaware of any such proceeding being contemplated or threatened.

(c) As of the Effective Date, Seller has not entered into or assumed any oral or written contracts, including without limitation, service contracts, options to purchase, rights of refusal, leases, ground leases, equipment leases, mortgages or other agreements affecting the Property which will be binding upon Buyer after the Closing, excepting only the existing tenancy with the law firm of Lindabury, McCormick, Estabrook & Cooper, P.C. ("Lindabury"), which lease (the "Lease") expires on December 31, 2025. A portion of the Property has also been sublet by Lindabury.

(d) As of the Effective Date, Seller has not received any written notice from any governmental authority of any violation of any law applicable to the Property, including environmental laws.

(e) As of the Effective Date, Seller is not aware of any spill, release, leak, discharge, or the presence of "hazardous substances" (as defined under applicable environmental

law) on, beneath, and/or migrating from the Property.

(f) The Seller hereby represents and warrants that it has no actual knowledge of the presence of any underground storage tanks, septic systems, or appurtenances related thereto on or beneath the Property.

(g) As of the Effective Date, Seller shall not further sell, convey, assign or contract to sell, convey, assign or pledge all or any part of the Property, nor restrict the use of the Property, nor take or cause to be taken any action in conflict with this Agreement.

(h) From and after the Effective Date, Seller shall continue to operate the Property in accordance with Seller's current practices.

(i) As of the Effective Date, Seller is unaware of any pending or confirmed assessments that may affect the Property.

(j) As of the Effective Date, Seller has received no notice of outstanding unpaid franchise taxes due.

(k) All documents provided by Seller to Buyer in connection with its due diligence are authentic copies.

10.2. **True and Accurate; No Survival.** All representations and warranties of Seller contained in this Agreement are intended to be, and shall continue to remain, true and accurate as of the Closing, and shall not survive the Closing unless the same are fraudulent, willfully deceptive or grossly negligent. In the event that, between the Effective Date and Closing, Seller obtains actual knowledge that any of its representations and warranties are no longer true and accurate, Seller shall promptly notify Buyer of same.

10.3 **Communications.** From the Effective Date to the Closing Date, Seller shall give Buyer prompt notice of its receipt of any summons, citation, directive, order, claim, letter or other written communication, actual or threatened, from any federal, state or local agency or authority concerning any alleged violation of law at the Property.

10.4 **Possession.** At the Closing, Seller shall deliver exclusive possession of the Property to Buyer, free and clear of all leases, licenses and other rights of occupancy, other than the Lindabury Lease and associated subleases referenced elsewhere in this Agreement. Seller shall provide Buyer with keys or combinations, as applicable, for all entryway gates, doors and other locks at the Property.

11. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to Seller as follows:

11.1. **Status; Authorization.** Buyer is an educational services commission duly created and existing pursuant to N.J.S.A. 18A:6-51 *et seq.*, is authorized to do business in the State of New Jersey, and has duly authorized the execution and performance of this Agreement. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and the signing, delivery and performance of this

Agreement have been authorized by all requisite action on Buyer's behalf, and no further action is required on the part of Buyer in order to authorize this Agreement or the transactions contemplated by this Agreement. The person executing this Agreement on behalf of the Buyer is authorized to do so and this Agreement is the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

11.2. **Buyer's Patriot Act Compliance.** Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control and Buyer is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Buyer is not engaging in this transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. Buyer represents that none of the funds of Buyer, of direct or indirect equity owners in Buyer, are prohibited by law and that neither the transaction nor this Agreement is or will be in violation of law. Buyer has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.

11.3. **Buyer Financially Capable to Close.** Buyer represents that Buyer has sufficient funds to close this transaction, and that this transaction is not contingent upon Buyer obtaining institutional or other financing.

11.4. **No Conflict.** Buyer's execution, delivery and performance of this Agreement will not violate or result in a breach or default under any other contract or agreement to which Buyer is a party.

11.5. **True and Accurate; No Survival.** All representations and warranties of Buyer contained in this Agreement are intended to be, and shall continue to remain, true and accurate as of the Closing, but shall not survive the Closing unless the same are fraudulent, willfully deceptive or grossly negligent.

12. **CLOSING AND CLOSING DOCUMENTS.**

12.1. **Closing Date and Location.** The Closing shall take place on the Closing Date as defined herein. The Closing shall occur at the office of Buyer's counsel, McManimon, Scotland & Baumann, LLC, 75 Livingston Ave., Second Floor, Roseland, NJ 07068, or, such other place as agreed upon by the Parties, unless Buyer's and Seller's counsel agree to an escrow-style Closing through Buyer's title company.

12.2. **Seller's Deliveries.** At the Closing, Seller shall deliver to Buyer:

12.2.1. A bargain and sale deed, with covenants against grantor's acts, subject to the Permitted Exceptions, signed by Seller in recordable form;

12.2.2. A customary affidavit of title signed by Seller, in form and substance reasonably acceptable to Buyer's title insurance company;

12.2.3. A certification that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code;

12.2.4. A title closing statement signed by Seller setting forth all credits, adjustments and prorations made at the Closing, if any;

12.2.5. Such transfer tax, disclosure and other instruments which may be required to be executed, delivered and/or filed by the seller of real estate under the laws of the State of New Jersey;

12.2.6. An assignment and assumption of the Lease (the "Lease Assignment") signed by Seller; and,

12.2.7. Such other documents as are reasonable or customary in order to effectuate the Closing, including those that are required by the title company insuring title for Buyer.

13. **Buyer's Deliveries.** At the Closing, Buyer shall deliver to Seller:

13.1.1. The Purchase Price as provided in **Section 3.1**, less the Deposit as provided in **Section 3.2**, and any credits or adjustments provided for herein;

13.1.2. The title closing statement referred to in **Section 12.2.4**, countersigned by Buyer;

13.1.3. Affidavit of Consideration signed by Buyer;

13.1.4. The Lease Assignment signed by Buyer; and,

13.1.5. Such other documents as are reasonable or customary in order to effectuate the Closing, including those that are required by the title company insuring title for the Buyer.

13.2. **Merger at Closing.** Absent fraud, willful misconduct, gross negligence or may otherwise be required by applicable law, Seller's delivery of the deed and other closing documents referred to in **Section 12.2** shall constitute full and complete satisfaction of all of Seller's obligations under this Agreement and, upon delivery of such documents to Buyer, Seller shall have no further obligations to Buyer under this Agreement. Subject to any agreement of the Parties, if any, pertaining to Buyer's Due Diligence or the environmental condition of the Property, Buyer accepts the Property "As Is," "Where Is," with all faults, defects, and environmental conditions as of the Effective Date and as of the Closing Date; with no right of setoff or reduction in the Purchase Price. Buyer agrees that (absent any fraud, willful misconduct, or gross negligence on Seller's part), notwithstanding the fact that it has received certain information from Seller, Buyer has relied solely on and will continue to rely solely on its own analysis and will not rely on any information provided by Seller, except for Seller's representations and warranties contained in Section 10.

13.3 **Brokerage Commission.** Seller and Buyer each warrant and represent to the other that they have not dealt with any broker, agent, finder or similar person in connection with this Agreement, other than the Buyer's Broker, Cushman & Wakefield, One Meadowlands Plaza, 7th Floor, East Rutherford, New Jersey 07073 (the "**Broker**"). Seller agrees to pay a commission to the Broker, of five percent (5%) of the Purchase Price, which will be deemed due and payable to the Broker, and earned only if as and when Closing occurs, pursuant to a separate brokerage agreement as applicable. Buyer agrees to indemnify, save, defend and hold Seller harmless in full against all claims for real estate commissions, finder's fees or similar compensation asserted by anyone based on acts or agreements of Buyer, in connection with the transaction contemplated by this Agreement, based upon the acts of Buyer with any broker other than the Broker defined herein,. Seller similarly agrees to indemnify, save, defend and hold Buyer harmless in full against all claims for real estate commissions, finder's fees or similar compensation asserted by anyone, other than the Broker, based on acts or agreements of Seller, in connection with the transaction contemplated by this Agreement. The provisions of this **Section 13.3** shall survive the Closing.

14. **MISCELLANEOUS.**

14.1. **Pre-Closing Inspection.** Immediately prior to the Closing, Buyer shall be entitled to access the Property for the purposes of determining that the Property is in substantially the same condition as existed immediately after the end of the Due Diligence Period, reasonable wear and tear, casualty, and condemnation excepted.

14.2. **Entire Agreement.** This written Agreement embodies the entire understanding and agreement between Seller and Buyer in relation to its subject matter, and supersedes all prior understandings and agreements. No promise, condition, representation or warranty, express or implied, not set forth in this Agreement, shall bind either Party.

14.3. **Modification and Waiver; No Automatic Waivers.** None of the terms and conditions of this Agreement may be modified, waived or cancelled other than by a writing signed by both Seller and Buyer, specifying such modification, waiver or cancellation. A waiver at any time of compliance with any of the terms and conditions of this Agreement shall not constitute or be deemed to constitute a modification, cancellation or waiver of such terms and conditions or of any prior or subsequent breach unless expressly so stated in writing. There shall be no automatic waivers under this Agreement.

14.4. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, legal representatives, successors and permitted assigns.

14.5. **Assignment.** Buyer shall not assign this Agreement without the prior written consent of Seller, except that Buyer may assign this Agreement at Closing to a related entity in which Buyer is the managing principal, with full authority, ability, and intent to close, and provided (i) that Seller receives prior written notice of such assignment; (ii) the assignee assumes all obligations pursuant to and under this Agreement, and (iii) the named Buyer remains liable hereunder.

14.6. **Notices.** Any notice pursuant to this Agreement must be in writing and shall be deemed to have been duly given: (i) five (5) Business Days after being mailed by certified or registered mail, return receipt requested, from a United States postal facility located in New Jersey; (ii) one (1) Business Day after being sent by Federal Express, or other nationally recognized courier service providing delivery confirmation, for next business-day delivery; (iii) when personally served; or (iv) for all notices, including “time of the essence” notices, when transmitted to the attorney for a Party, if sent by fax or email with confirmed receipt on a Business Day prior to 5:00 p.m. Eastern Time, followed by a “hard” copy delivered by any other method specified in this **Section**. Notices shall be addressed to the Parties at their respective addresses set forth in the opening paragraph of this Agreement, or to an alternate address as may be specified by either Party to the other via a notice given as provided in this **Section**. Copy of the notice shall also be provided to the attorney for each Parties as follows:

Seller’s Counsel:

Devin A. Cohen, Esq.
Orloff, Lowenbach, Stifelman & Siegel, P.A.
44 Whippany Road, Suite 100
Morristown, New Jersey 07960
Fax: 973-622-3073
Email: DCohen@olss.com

Buyer’s Counsel:

Ted Del Guercio, III, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Second Floor
Roseland, New Jersey 07068
Fax: 973-712-1428
Email: tdelguercio@msbnj.com

14.7. **Default.** See Paragraph 6.

14.8. **No Recording.** The Parties agree that neither this Agreement nor any memorandum or notice hereof shall be recorded, excepting only a notice of *lis pendens* should and in the event any dispute pertaining to this Agreement should be subject to an action in the New Jersey Superior Court.

14.9. **Section Headings.** The respective section and subsection headings contained in this Agreement are for convenience of reference only, and shall not be deemed to modify, limit, define or describe, in any respect, any of the provisions of this Agreement.

14.10. **Section and Schedule References.** All references made in this Agreement

to Sections or Exhibits shall refer to sections of, or exhibits to, this Agreement.

14.11. **Construction.** All references made and pronouns used in this Agreement shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

14.12. **Governing Law, Forum Selection, and Waiver of Jury Trial.** The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Union County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Union County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

14.13. **Escrow Agent.**

14.13.1 Escrow Agent shall not be liable to any Party for any act or omission except for fraud, or willful misconduct, and the Parties agree to indemnify the Escrow Agent and hold the Escrow Agent harmless from any claims, damages, losses or expenses arising in connection herewith. The Parties acknowledge that the Escrow Agent is acting solely as a stakeholder for their convenience. The Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it with respect to the escrowed funds, the Property or the subject matter of this Agreement, unless requested to do so by Seller and Purchaser and indemnified to its satisfaction against the cost and expense of such defense. The Escrow Agent shall not be required to institute legal action or proceedings of any kind or nature 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 to the Escrow Agent, but excepting any check which is issued by the Escrow Agent, in connection with this Agreement. Escrow Agent shall be fully protected in acting in accordance with, or refraining from acting upon, any written instructions given to it hereunder and believed by it to be signed by the proper Parties. This provision shall survive Closing.

14.13.2 The Escrow Agent shall place the Deposit in a non-interest bearing account. Except for delivery of the Deposit pursuant to ***Section 5.2*** or ***Section 3.2***, the Escrow Agent shall provide the Parties with five (5) Business Days written notice before releasing the Deposit pursuant to written demand by Buyer or Seller. In the event the Escrow Agent receives written notice of an objection to the release of the Deposit within five (5) business days from confirmation of delivery of the Escrow Agent's written notice, the Escrow Agent shall not release the Deposit but shall either continue to hold the Deposit until otherwise directed in a writing signed by Buyer and Seller, or by a final, non-appealable order of a court of competent jurisdiction, or shall deposit the Deposit with a court of competent jurisdiction. Upon such deposit into court, the Escrow Agent shall be released from all duties hereunder. Additionally, upon the delivery of the Deposit pursuant to ***Section 5.2***, ***Section 3.2***, or otherwise in accordance with this Agreement, the

Escrow Agent shall be released from all duties hereunder.

14.13.3 Buyer acknowledges that Escrow Agent also represents Seller in connection with this Agreement, and that Escrow Agent shall not, by virtue of its service as Escrow Agent, be disqualified from so representing Seller, including, but not limited to, any disputes, including any disputes with regard to the Deposit.

14.13.4 Escrow Agent may resign as Escrow Agent under this Agreement by providing written notice to both Seller and Buyer. Escrow Agent shall transfer the Deposit to any successor escrow agent, in accordance with joint written instructions of Seller and Buyer. If no successor escrow agent is designated by Seller and Buyer, Escrow Agent may apply, at Seller's and Buyer's joint expense, to any court of competent jurisdiction for the appointment of a successor escrow agent and, pending such appointment, may deposit the Deposit into court.

14.14. **Limitation of Liability.** In any action brought to enforce the obligations of Seller under this Agreement, the judgment or decree shall be enforceable against Seller only to the extent of Seller's interest in the Property, including any proceeds thereof, and no other property or assets of Seller shall be subject to levy, execution, or lien for the satisfaction of any remedies against Seller. Neither Seller nor any general partners, limited partners, officers, managers, directors, employees, agents, representatives or any of their affiliates shall be held to any personal liability hereunder, and no resort shall be had to the private property of any of the aforementioned for the satisfaction of any claims hereunder.

14.15 **Signature in Counterparts.** This Agreement may be signed in counterparts, all of which when taken together shall constitute a single Agreement. Delivery of a signed counterpart by fax or email or by .PDF, shall constitute sufficient delivery.

14.16 **Buyer's Specific Waiver and Release of its Rights under N.J.S.A. 56:8-19.2.**

14.16.1 The Flood Disclosure Law generally requires sellers of real property to include in a 'property condition disclosure statement' flood related disclosures, including but not limited to those, about: (1) flood insurance; (2) a property's history of flooding; (3) the existence of flood damage; and (4) the flood risk assessment. As of the Effective Date, according to the information then provided by the New Jersey Flood Zone Notification Tool (available at: <https://experience.arcgis.com/experience/d5d503eb2d3248218632570097e4efa8>), which Seller has solely relied upon without further inquiry or investigation, parts of the Property are located in the (i) Special Flood Hazard Area ("100-year/1% Annual Chance Flood Plain") and (ii) Moderate Risk Flood Hazard Area ("500-year/0.2% Annual Chance Flood Plain"). Buyer acknowledges the foregoing disclosures regarding the Property's flood risk assessment and knowingly and affirmatively waives all of its rights to receive any other disclosures from Seller under the Flood Disclosure Law.

14.16.2 Buyer agrees not to assert and irrevocably waives and releases, on behalf of Buyer and all successors in title to the Property, any and all claims against Seller arising from, out of or attributable to or in connection with the Flood Disclosure Law with respect to the Property and any personal property or persons damaged or harmed thereon. The waiver and release so made will extend to and include, without limitation, any right of termination, claim for rescission or liability based on or arising out of: (i) statements made or not made, information supplied by or on behalf of Seller to Buyer and information not disclosed by Seller; or (ii) the presence or discovery of flood damage in any part of the Property.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Purchase and Sale Agreement as of the date first written above.

Buyer:
UNION COUNTY EDUCATIONAL
SERVICES COMMISSION

By: _____

Name: _____

Title: _____

Eric Larson

Business Administrator / Board Secretary

Seller:

53 CARDINAL DRIVE PARTNERS, L.P.

By: Westfield Office Partners, L.L.C., general
partner

By: _____

Name: Fredric Slater

Title: Manager

Escrow Agent:

Orloff, Lowenbach, Stifelman & Siegel, P.A.

Orloff, Lowenbach, Stifelman & Siegel, P.A.

EXHIBIT A

Legal Description

ALL that certain lot, parcel or tract of land, situate and lying in the Town of Westfield, County of Union, State of New Jersey, and being more particularly described as follows:

BEGINNING at a point in the northeasterly side of Cardinal Drive, therein distant southeasterly 841.17 feet from the intersection of the same with the southeasterly side of Springfield Avenue, if the same were produced to meet at an intersection; thence (1) along said side of Cardinal Drive southerly on the arc of a curve, curving to the right with a radius of 52.00 feet for a distance of 51.92 feet; thence (2) South 37 degrees 02 minutes 41 seconds East 149.93 feet ; thence (3) South 12 degrees 56 minutes 09 seconds West 168.84 to a point in the southerly line of lands of the Union County Park Commission; thence (4) along said lands northeasterly on the arc of a curve, curving to the left with a radius of 2836.20 feet for a distance of 484.88 feet; thence (5) North 43 degrees 09 minutes 04 seconds West 412.97 feet; thence (6) South 76 degrees 39 minutes 33 seconds West 236.12 feet to the northeasterly side of Cardinal Drive and the point and place of BEGINNING

BEING Lot 31 in Block 480 on a map entitled "Revised Map of a Portion of Industrial Park, Westfield, N.J." filed in the Union County Register's Office on May 13, 1976 as Map No. 706-A.

The above description is in accordance with a survey prepared by Casey & Keller, Inc. dated April 9, 2014.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 6 in Block 1701 on the Town of Westfield Tax Map.

EXHIBIT B

Permitted Exceptions

1. Zoning ordinances, regulations and municipal building codes, and all other governmental laws, ordinances, regulations or restrictions now in effect or adopted after the date of this Agreement, *provided that* the same do not interfere with the intended school use of the Property once final, non-appealable land use and all other governmental approvals have been obtained.
2. Such facts as an accurate, current survey would disclose, *provided that*:
 - (i) Nothing contained in the survey would render title unmarketable or would prevent or materially interfere with the school use of the Property.
 - (ii) The building on the Property does not encroach onto any adjoining property; and
 - (iii) There are no material encroachments from adjoining properties onto the Property.
3. The rights of utility companies, whether or not of record, with respect to supplying utility services to the improvements located on the Property.
4. The lien of real estate taxes, assessments, water charges and sewer rents not yet due and payable.
5. Sub-surface conditions not disclosed by a recorded instrument.
6. All standard exclusions, conditions and stipulations set forth in the ALTA Owner's Standard Form B policy of title insurance, again provided that the same do not interfere with school use of the Property.