

Exhibit “A”



PO Box 5400, Clinton, NJ 08809
Phone (908) 725-1444 – Fax (908) 725-1455 – Email troyennis@gproncall.com

DETAIL REPORT # 112717-3

November 29, 2017

Tamara Grillon
Environmental Project Manager
Matrix New World Engineering
442 State Route 35
Eatontown, NJ 07724

Re: UST Geophysical Investigation
Job Site: Former Exxon Facility #31047 – 659 Eagle Rock Ave., West Orange, NJ
Attachment: Field Sketch

Dear Ms. Grillon:

A subsurface geophysical investigation to locate subsurface anomalies that are indicative of potential Underground Storage Tanks (USTs) utilizing GPR and EM technology was conducted by the GPR One Call Field Technician at the above-captioned Job Site on November 27, 2017. The techniques and equipment used by the field Technician included the following:

1. Reviewing as-built plans, drawings or maps and visually observing the job site to identify all aboveground indicators of buried utilities and potential USTs.
2. Ferromagnetic/Metal Detection using the Magna-Trak 102 locator manufactured by CST/Berger and the Fisher Model TW-6 Twinbox (transmitter/receiver) Metal Detector (TW-6) to assist in locating potential metallic objects. The TW-6 transmitter produces an electromagnetic (EM) radio signal which creates a secondary current in subsurface metal objects. The secondary current creates a magnetic field which is detected by the receiver. The unit's audible signal will rise in pitch and the analog meter will indicate a rise in response when the unit is over a metallic object. The operator carried the TW-6 and scanned the Job Site. If the device indicates the presence of metallic objects, the operator would mark the location for further investigation.
3. Ground Penetrating Radar (GPR) using the Detector Duo (twin antenna 250/700 MHz) manufactured by IDS Ingegneria Dei Sistemi S.P.A. The antenna, containing both a transmitter and a receiver, is rolled along the ground surface during the GPR survey. The transmitter radiates short pulses of high-frequency EM energy into the ground. When the wave encounters the interface between two materials having different

dielectric constants (dielectric permittivity), a portion of the energy is reflected back. The signal is transmitted to a control unit, displayed on a monitor, and digitally recorded. An image of the subsurface is displayed by plotting two-way travel time of the reflected EM pulse on the vertical axis with the distance traveled along the ground surface plotted on the horizontal axis. The depth of the reflecting anomaly or stratum is then determined by using known soil velocity functions and calculating two-way travel time values. GPR data were collected in 3' incremental parallel passes within the scope of work. The maximum depth of investigation was approximately five (5) feet at this site due to the dielectric permittivity caused by the moisture content and the composition of the soils. The displayed data were then interpreted by the field technician to determine the potential presence of USTs or other significant subsurface anomalies that are indicated by the presence of large hyperbolic signatures at depth. Smaller objects such as utilities or other objects are indicated by the presence of smaller hyperbolic signatures. If the display indicated the presence of anomaly signatures, the operator would then mark the location for further investigation.

4. Limitations - Limitations encountered during the investigation included steel guard rails, steel post with steel chains and the ground dielectric permittivity that limited maximum GPR depths to five feet (5'). Please note that EM measurement and GPR are remote sensing methods and in some instances, due to interference or other geophysical limitations, do not reveal data which may be indicative of subsurface anomalies. The findings of this investigation should only be used as a tool in evaluating the possibility that anomalous subsurface areas or other hazards are or were once present on the property and should not be considered a guarantee regarding the presence or absence of USTs or other subsurface objects. The presence of the limiting conditions at the Job Site makes it possible that undiscovered subsurface objects may exist.

Site conditions and findings

The area investigated was limited to the area inside the property boundaries and the sidewalk along Eagle Rock Avenue.

No visual indications of a UST were present at the site.

No tank-like metal anomalies were present at the site.

One (1) tank-like GPR anomaly was located in the sidewalk area measuring approximately 4' x 6' and was marked with pink paint. Approximate location and GPR images attached.

Conclusion: Without a confirmed tank-like metal anomaly detected in the same location it is not possible to verify that the tank-like GPR anomaly is or is not a potential UST without physical examination by excavating the anomaly.

Respectfully submitted,
GPR One Call, LLC

By: 
Troy H. Ennis, Member

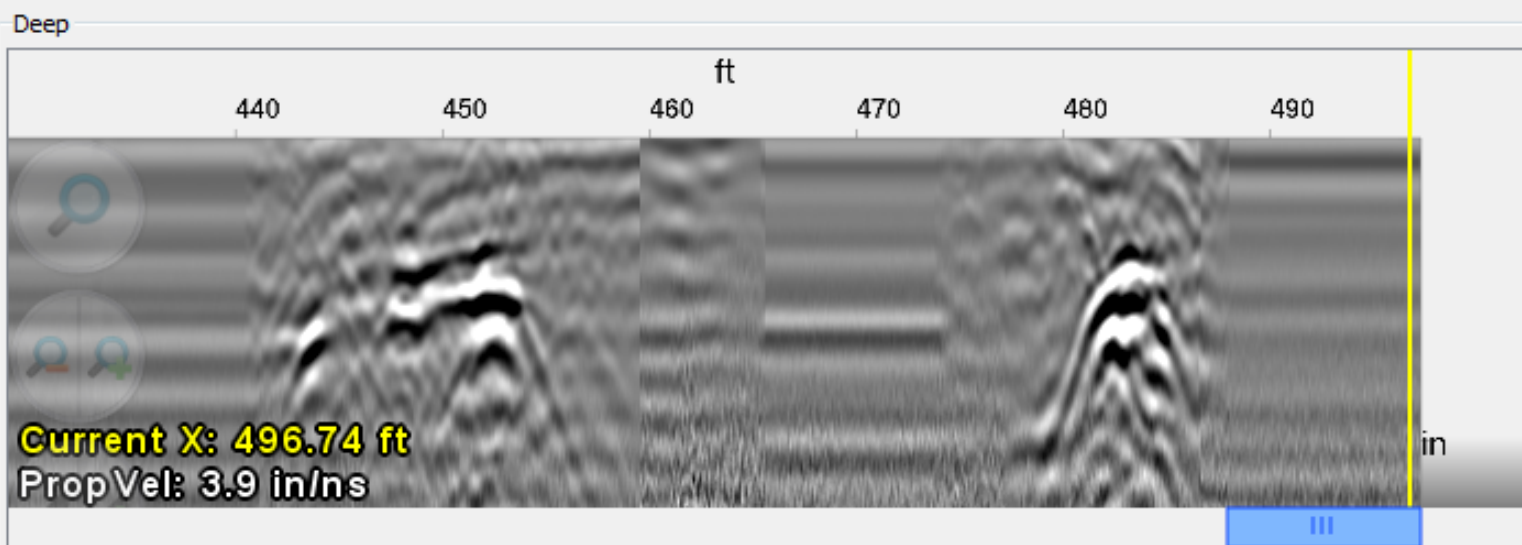
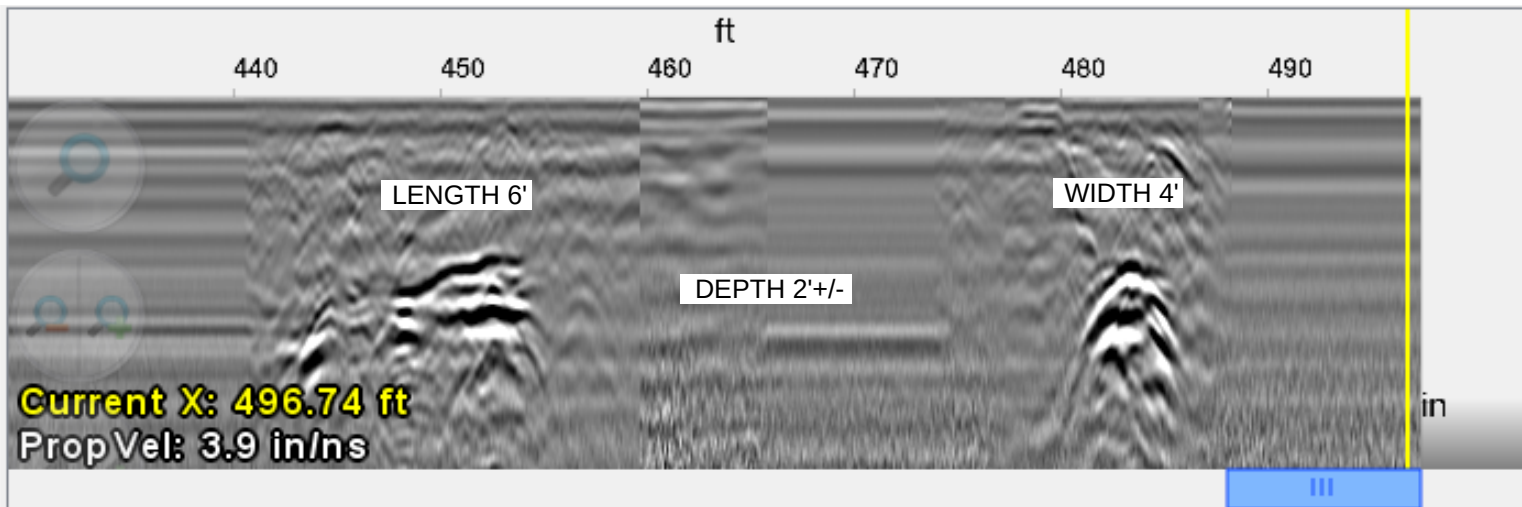


FIELD SKETCH
GPR ONE CALL JOB NO.: 112717-3
COMPLETED:NOVEMBER 27, 2017

CLIENT:MATRIX NEW WORLD ENGINEERING

JOB SITE:Former Exxon Facility #31047
659 Eagle Rock Ave., West Orange, NJ

FOR ILLUSTRATION PURPOSES ONLY



GPR IMAGES
GPR ONE CALL JOB NO.: 112717-3
COMPLETED:NOVEMBER 27, 2017

CLIENT:MATRIX NEW WORLD ENGINEERING

JOB SITE:Former Exxon Facility #31047
659 Eagle Rock Ave., West Orange, NJ

FOR ILLUSTRATION PURPOSES ONLY

Exhibit “B”



Richard D. Trenk
Director
Direct: 973-323-8660
rtrenk@trenklawfirm.com

347 Mt. Pleasant Avenue, Suite 300
West Orange, New Jersey 07052

P: 973-243-8600
F: 973-243-8677

File No. 27-0410

December 12, 2017

Via Email and Overnight Delivery

Daniel Roy, Esq.
2115 Millburn Avenue, Suite L1
Maplewood, NJ 07040

Via Email and Overnight Delivery

Sunny Uberoi
Realty Management Systems LLC
26 South Valley Road
West Orange, NJ 07052

**Re: 665 Eagle Rock Avenue
Township of West Orange Due Diligence
Extension of Due Diligence Period and Closing Deadline**

Dear David and Sunny:

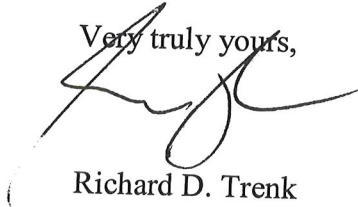
This office represents the Township of West Orange (the "Township") with regards to the purchase of the above captioned property (the "Property") pursuant to the Agreement of Sale executed on September 20, 2017 (the "Agreement").

Following up on our discussions regarding the Township's due diligence as to the Property, this letter shall confirm that Realty Management Systems, LLC (the "Seller") and the Township have agreed to extend the due diligence and option to terminate until January 31, 2018 and the closing date until February 28, 2018 to allow the Township to continue its due diligence on the Property, including the excavation and investigation into the item identified in the Township's geophysical testing located approximately two (2) feet underneath a section of the sidewalk located through the Property and that Seller has agreed to allow access to the Property in order to perform the excavation and investigation.

* Buyer agrees that no soil samples will be taken & NO LSRP will be retained.
The property will be restored to the same condition prior to any excavation -

Please execute the below signature line to acknowledge the Seller's agreement to the extension of the referenced deadlines and authorizing the Township access to the Property. The Township reserves all rights and remedies.

Very truly yours,



Richard D. Trenk

AGREED TO:

**665 REALTY MANAGEMENT, LLC
SELLER**

BY:

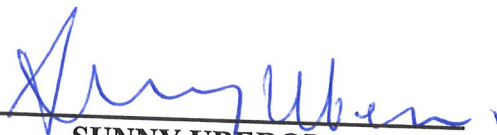

SUNNY UBEROI

Exhibit “C”

Via Email (jsayers@westorange.org)

December 21, 2017

Mr. John K. Sayers, Business Administrator
Township of West Orange, Director of Public Works
66 Main Street
West Orange, New Jersey 07052

**Re: PROPOSAL FOR TEST PIT INVESTIGATION
FORMER EXXON SERVICE STATION
665 EAGLE ROCK AVENUE
BLOCK 176.03, LOT 10
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
MATRIX NO. 17-362**

Dear Mr. Sayers:

Matrix New World Engineering, Inc. (Matrix) is pleased to present this proposal to conduct a test pit investigation in an effort to confirm the presence/absence of an underground storage tank (UST) possibly identified during the geophysical investigation for the above-referenced property. The 0.3-acre vacant property was a former Exxon retail gasoline station (Program Interest No. 007904) that is presently owned by 665 Realty Management, LLC. Matrix contracted GPR One Call to conduct a geophysical investigation of the above-referenced property to assess the potential presence of an UST. One anomaly was identified in the area under the sidewalk along Eagle Rock Avenue at an estimated depth of 2 feet below ground surface. A review of historic and current site plans depict piping runs, identified as "unknown", also relating to the area of the anomaly.

SCOPE OF WORK AND COST

To determine the presence/absence of the UST, Matrix recommends the removal of the concrete sidewalk and soil to approximately 2 feet below ground surface in the area of the identified anomaly to observe the top of the UST, if found. Matrix understands the test pit will be advanced using Township of West Orange equipment and operator under the direction of Matrix field personnel. The field work will be completed in half a day. The results of the investigation will be summarized in a brief memorandum.

Matrix will conduct these activities on a fixed fee cost basis in accordance with the attached Terms and Conditions (previously revised for the Township of West Orange) (Attachment 1).

Total Fixed Fee Cost..... \$400.00

ASSUMPTIONS

This proposal is based on the following assumptions:

- Costs are for 4 hours of Matrix field personnel;
- Access to the property will be provided by others;
- The Township of West Orange will obtain all required permits;

- All work areas are accessible; and
- All work will be completed during normal business hours.

CLOSING

Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal. All out-of-pocket expenses including, but not limited to, certified mailings, photographs, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter and the Terms and Conditions. The return of a signed copy of this letter shall constitute authorization to proceed.

If you have any questions or require any additional information, please feel free to contact us at (973) 240-1800.

Sincerely,



Tamara Grillon
Project Manager



Robert Meisner, P.E., LSRP
Director, LSRP Services

Authorization to Proceed: _____
(Signature)

Date: _____

Copy to: Richard D. Trenk, Esq., Trenk, DiPasquale, Della Fera, Sodona (via email)
Mark Moon, Esq., Trenk, DiPasquale, Della Fera, Sodona (via email)
Leonard R. Lepore, P.E., Municipal Engineer (via email)

ATTACHMENT 1
MATRIX'S TERMS AND CONDITIONS

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

~~CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.~~

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability provided in our insurance limit of \$10,000,000, whichever is higher.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.