

**SECOND AMENDMENT TO SALE AND PURCHASE AGREEMENT
BETWEEN TOWNSHIP OF WEST ORANGE as “SELLER” and WEST ORANGE
SENIOR HOUSING URBAN RENEWAL, LLC
(formerly West Orange Senior Housing, LLC) as “PURCHASER”**

THIS SECOND AMENDMENT TO THE SALE AND PURCHASE AGREEMENT (“**Second Amendment**”) is made this ____ day of September, 2022 (the “**Effective Date**”) between, the Township of West Orange, a public body politic and corporate of the State of New Jersey, having an address at 66 Main Street, West Orange, New Jersey (the “**Seller**”), and West Orange Senior Housing Urban Renewal, LLC, having an address of 1 Parker Plaza, Fort Lee, New Jersey, formerly known as West Orange Senior Housing, LLC (the “**Purchaser**”).

WHEREAS, Purchase and Seller entered into an Agreement of Sale and Purchase dated April 26, 2022 (the “**Original Agreement**”) for the real property commonly known as the Library property, West Orange, New Jersey, otherwise known as a portion of Block 68, Lot 1 on the tax map of the Township of West Orange and adjacent unnamed right-of-way, and more particularly described on Exhibit A and B attached to the Original Agreement (“**Property**”); and

WHEREAS, Purchaser and Seller entered into an amendment to the Original Agreement dated July 26, 2022 (the “Original Agreement as amended is referred to as the “**Amended Agreement**”); and

WHEREAS, the parties have agreed it is to their mutual benefit to amend the Amended Agreement.

NOW, THEREFORE, Seller and Purchaser agree, for good and valuable consideration, as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Amended Agreement, unless the context otherwise requires.

2. The following is added to Section 6 of the Amended Agreement:

Provided the Purchaser is prepared to close the transfer of the Property, the Seller agrees the closing and transfer of the Property shall be concluded on or prior to March 31, 2023 with TIME BEING OF THE ESSENCE. Further, Seller agrees to vacate and remove all of its personal property from the Property prior to such date to the reasonable satisfaction of the Purchaser.

Sellers shall have the right to store its personal property currently located in the Property (that is, books and bookshelves and similar property) in that portion of the building located on the Property that is not planned to be demolished for a reasonable time after March 31, 2023 to be agreed to by the Purchaser.

3. Section 10b is changed to read as follows:

If the Seller defaults hereunder, the Purchaser's sole and exclusive remedy shall be to terminate this Agreement; provided that if the default is Seller's failure to close the transfer of the Property by March 31, 2023 – TIME OF THE ESSENCE – then Purchaser can pursue specific performance of the transfer of the Property to Purchaser.

4. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same instrument. This Second Amendment may be transmitted between Purchaser and Seller by facsimile machine or by email transmission. Purchaser and Seller intend that signatures so transmitted constitute original signatures and that this Second Amendment containing the signature (original or as so transmitted) of all the parties is binding on Purchaser and Seller.

5. All provisions of the Amended Agreement that are not expressly amended herein shall remain in full force and effect. In the event any provisions of the Amended Agreement are inconsistent with this Second Amendment, the provisions of this Second Amendment shall control.

(signature page to follow)

IN WITNESS WHEREOF, each party hereto, being authorized to do so and intending to be legally bound hereby, has duly entered into this Amendment on the date set forth above.

SELLER:

TOWNSHIP OF WEST ORANGE

By: _____
Name: Robert D. Parisi
Title: Mayor

PURCHASER:

WEST ORANGE SENIOR HOUSING URBAN
RENEWAL, LLC formerly known as WEST
ORANGE SENIOR HOUSING, LLC

By: _____
Name: Joseph Alpert
Title: Sole Member