SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement (the "Second Amendment") is made this 1st day of September, 2017 by and between Millington Quarry, Inc., a New Jersey corporation, ("Seller") and Community Investment Partners, LLC, a Delaware limited liability company ("CIP" or "Assignee Buyer"), and amends that certain Purchase and Sale Agreement entered into by and between Seller and Buyer dated November 11, 2015 as previously amended (the "PSA"). This Second Amendment shall become effective upon the consummation of the assignment and assumption of the PSA to CIP as contemplated in Recital C below.

A. MQI and Shopoff Advisors, L.P., a Delaware limited partnership ("Shopoff") entered the PSA pursuant to which MQI agreed to sell to Shopoff and Shopoff agreed to purchase from MQI approximately 180 acres of real estate commonly known as Millington Quarry located at Stonehouse Road in Bernards Township, Somerset County, New Jersey (the "Property"); and

B. Shopoff assigned all its right, title and interest under the PSA to SLF - Quarry Redeveloper, LLC ("SLF"), and SLF assumed all Shopoff's rights and obligations under the PSA by way of an Assignment and Assumption Agreement dated March 11, 2016; and

C. SLF is assigning all its right, title and interest under the PSA to CIP, and CIP is assuming all SLF's rights and obligations under the PSA by way of an Assignment and Assumption Agreement dated the same date as the Second Amendment (the "CIP Assignment and Assumption Agreement"); and

D. MQI agreed to consent to the assignment of all SLF's right, title and interest in and to the PSA to CIP and to CIP's assumption of all SLF's rights and obligations under the PSA on the express condition that the parties hereto execute this Second Amendment.

THEREFORE, in consideration of the mutual promises and covenants contained in this Second Amendment, the sufficiency and receipt whereof are mutually acknowledged, and intending to be bound legally, Seller and Assignee Buyer hereby agree to the terms of this Second Amendment as follows:

1. All references in the PSA and any amendment thereto, to "Buyer" or "Purchaser" shall be replaced with "Assignee Buyer".

2. Section 1.02(b) of the PSA be and hereby is deleted in full and replaced with the following, and new Section 1.02(c) is also hereby added:

   (b) Buyer elected to proceed with the purchase of the Property and applied to the Township of Bernards to change the applicable zoning to a "Non-Condensation Redevelopment Area" that would allow for mixed use development of the Property including but not limited to single and multi-family residences, hospitality uses, a
commercial center, as well as various other amenities, and open and natural space areas (the “Development Application”). Neither Seller nor Assignee Buyer objects to the designation of all or a portion of the Property as a “Non-Condemnation Redevelopment Area” under the Redevelopment Law. Any such designation will not (i) constitute an event of condemnation under Section 3.05 of the PSA, (ii) constitute an event of default by Seller or Assignee Buyer under the PSA, or (iii) provide a basis for Seller, Buyer or Assignee Buyer to terminate the PSA or the transactions contemplated therein.

(c) Additional Deposits. The Assignee Buyer will make the following additional deposits, which collectively shall be referred to together as the “Additional Deposits”, each of which together with the Initial Deposit (as defined in the PSA) shall be held by the Title Company in an interest-bearing account:

(i) Simultaneous with the execution of this Second Amendment Assignee Buyer shall deposit the additional sum of Seven Hundred Twenty Thousand Dollars ($720,000.00) into the Escrow; and

(ii) Within five (5) business days from the date that the Bernards Township Committee adopts the proposed Redevelopment Plan for the Property (by way of second reading of an ordinance at a public meeting of the governing body), or on December 1, 2017, whichever date occurs first, Assignee Buyer shall deposit the additional sum of Seven Hundred Twenty Thousand Dollars ($720,000.00) into the Escrow; and

(iii) Unless the Closing shall have occurred prior to such date, on March 1, 2018 Assignee Buyer shall deposit the additional sum of Seven Hundred Twenty Thousand Dollars ($720,000.00) into the Escrow; and

(iv) Unless the Closing shall have occurred prior to such date, on June 1, 2018 Assignee Buyer shall deposit the additional sum of Seven Hundred Twenty Thousand Dollars ($720,000.00) into the Escrow; and

(v) Unless the Closing shall have occurred prior to such date, on September 1, 2018 Assignee Buyer shall deposit the additional sum of One Million Dollars ($1,000,000.00) into the Escrow.

The parties agree that there shall be no extensions of any of the above dates for the Additional Deposits.

If Assignee Buyer continues to process its Development Application with reasonable diligence prior to the Drop-Dead Date (as defined below), the Escrow, including the Additional Deposits, shall be held until the Closing Date at which time it shall be applied against the Purchase Price and delivered to Seller. In the event that Assignee Buyer shall fail to close on or before the Drop-Dead Date for any reason except as the result of a breach or default in this Agreement by Seller, the full amount of the Escrow, including any Additional Deposits that have been deposited to that point, shall be turned over to Seller by the Title Company within two (2) business days of the date that Seller so advises the Title Company in
writing of Assignee Buyer’s failure. Similarly, in the event that Assignee Buyer shall fail to process its Development Application with reasonable diligence, Seller shall give Assignee Buyer sixty (60) days written notice, and if Assignee Buyer has not recommenced pursuit of the Development Application process with reasonable diligence within the sixty (60) day period, Seller may terminate this Agreement with no further obligation to Assignee Buyer and the full amount of the Escrow, including any Additional Deposits that have been deposited to that point, shall be turned over to Seller by the Title Company within two (2) business days of the date that Seller so advises the Title Company in writing of Assignee Buyer’s failure.

If Assignee Buyer shall terminate this Agreement other than in accordance with either the provisions of Section 3(c) of this Second Amendment (modifying Section 1.04 of the PSA) or Section 2.04, 3.02(b) or (c) of the PSA and shall fail to close, the full amount of the Escrow, including any Additional Deposits that have been deposited to that point, shall be turned over to Seller by the Title Company within two (2) business days of the date that Seller so advises the Title Company in writing of Assignee Buyer’s failure.

If Seller terminates this Agreement other than in accordance with the provisions of Section 3.02(c) of the PSA and fails to close, the full amount of the Escrow, including any Additional Deposits that have been deposited to that point, shall be returned to Assignee Buyer by the Title Company within two (2) business days of the date that Assignee Buyer so advises the Title Company in writing of Seller’s failure.

3. Section 1.04 be and hereby is amended to added the following subsection (c):

(c) Assignee Buyer expressly acknowledges that it has had full access to and obtained copies of all Buyer’s due diligence materials, including but not limited to development plans, communications with Seller, the Township of Bernards, Buyer’s files, etc. Additionally, Assignee Buyer has had the opportunity to inspect the entire Property and examine the Remedial Action Workplan, the 2011 Reclamation Plan for Millington Quarry, the interim reports from Joseph Sorge, Seller’s Licensed Site Remediation Professional (the “LSRP”), and the map describing the current condition of the Property attached as Exhibit A, and as the result is familiar with the condition of the Property as of the date of this Second Amendment.

Seller has been advised by its LSRP that all remedial work on the Property has been completed, specifically including but not limited to, the filled area (the “Former MOA Area”), which has been final graded with the final engineering control (e.g. the cap) installed in accordance with the Remedial Action Workplan for this area. The Assignee Buyer has requested that its environmental consultant, Langan (“Langan”), have the opportunity to review the information and analyses prepared by the LSRP related to the remaining portions of the Property exclusive of the Former MOA Area (the “Information”), for the purpose of either confirming its agreement on behalf of Assignee Buyer with the Information or allowing Assignee Buyer to terminate the PSA as amended and this Second Amendment as provided herein. By their execution of this Second Amendment the Parties agree that Assignee Buyer will have up to but
not more than thirty (30) days from the date of execution of this Second Amendment i) for Lagan to meet with the LSRP on Assignee Buyer’s behalf at the LSRP’s office and review the Information, and ii) to advise Seller in writing within the same time period whether Assignee Buyer is willing to take title to the entire Property, including any lots subdivided as part of the Development Application, in an “as is, where is” condition with no additional remedial or reclamation work to be performed by Seller (except to the extent otherwise provided in Section 1.04(a) and (b) of the PSA, and subject to Seller’s obligation to complete the remaining regulatory steps contemplated therein and in the following paragraph relating to the issuance of said site-wide unrestricted (residential) use Response Action Outcome), or terminate all its rights and obligations and those of any of Shopoff and SLF to the PSA as amended. In the event that Assignee Buyer elects to terminate the PSA, the full amount of the Escrow, including any Additional Deposits that have been deposited to that point, shall be turned over to Seller by the Title Company within two (2) business days of the date that Seller so advises the Title Company in writing of Assignee Buyer’s termination decision.

Upon i) the Purchaser obtaining final site plan and subdivision approval from the Township of Bernards, Somerset County, New Jersey, allowing the development of the site as a Non-Condemnation Area in Need of Redevelopment, and ii) the Closing having been completed with title transferred to the Purchaser and the Seller having received payment of the Purchase Price, the Seller will file a site-wide unrestricted (residential) use Response Action Outcome for the entire property, except for the Former MOA Area; provided, however, that in connection with such Closing, One Million ($1,000,000) Dollars of the Purchase Price shall remain in escrow with the Title Company pending the issuance of said site-wide unrestricted (residential) use Response Action Outcome and the completion of the remaining items described in this subparagraph (c), which amount shall be released within two (2) business days following the completion thereof. The foregoing escrow shall not apply to the extent the site-wide unrestricted (residential) use Response Action Outcome for the entire property (except for the Former MOA Area) is filed prior to Closing. The Seller will also file a standard Deed Notice for the capped Former MOA Area, and submit the Remedial Action Report as well as a Remedial Action Permit Application for that parcel (drafts of both instruments shall be provided to Purchaser at least ten (10) days prior to filing or submission, as applicable). Upon permit approval, the Seller will obtain a site-wide restricted use Remedial Action Outcome for the Former MOA Area. Seller will then file the Remedial Action Report with the New Jersey Department of Environmental Protection and issue the Remedial Action Permit.

4. Section 2.04 of the PSA be and hereby is amended by adding the following subparagraphs:

(c) **Subdivision of MOA parcel.** Unless Seller shall elect to pursue and obtain the subdivision described immediately below in advance of the Closing, which the Parties agree Seller shall have the right to do, as part of its development application, Assignee Buyer shall have obtained a final unappealable subdivision of that portion of the Property designated as the “MOA Area” on Exhibit A from the remaining portion of Block 6001, Lot 6 on the Bernards Township, Somerset County tax map.

(d) **Completion of the Remaining Items on the Updated October 2016 Cost Estimate Related to Seller’s Reclamation Plan (the “October 2016 List”).** The parties
acknowledge that Seller has posted a reclamation bond with the Township of Bernards to secure Seller’s reclamation obligations under Reclamation Plan. Completion of the remaining items listed on the October 2016 List attached as Exhibit B, are required to obtain a release of that bond. However, in recognition of the fact that certain of those items cannot be completed by Seller prior to the Closing while the Property is under Seller’s control and prior to the development of the Property, and as further consideration for Seller’s agreement to consent to the CIP Assignment and Assumption Agreement, Assignee Buyer agrees that by execution of this Second Amendment and subject only to any required consent from Bernards Township, Assignee Buyer will assume any remaining obligations to the Township of Bernards for the following items listed on Exhibit B: items number 1, 2, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 20 within the site plan application and/or a redevelopment agreement with Bernards Township. Any additional items shown on Exhibit B but not enumerated above will remain the obligations of the Seller to complete. Assignee Buyer also agrees that, upon Closing, it will provide to Bernards Township, at Assignee Buyer’s sole cost and expense, any further requirements imposed Township for i) any additional reclamation bonding or ii) any development bonding requirements.

If Bernards Township will not allow Assignee Buyer to provide the additional bonding directly with the Township but instead requires Seller to do so, then Assignee Buyer will reimburse Seller for all Seller’s costs and expenses for such additional bonding on the same date that any such additional bonding requirements are provided by Seller to the Township.

(e) Seller agrees to allow Assignee Buyer to stockpile on the specific area(s) of the Property designated by Seller, any organic soil to be used in the redevelopment from the Effective Date to Closing. Assignee Buyer will pay all costs associated with the importation of such organic soil, and all importation of organic soil shall be strictly approved by Bernards Township and follow any local, state or federal governmental regulations or restrictions, including but not limited to the quality of organic soil and timing of importation. Assignee Buyer hereby agrees that it will indemnify and hold Seller harmless from any and all costs, claims, damages, penalties, fines, or expenses of any nature whatever, including reasonable attorney’s and expert fees, incurred by Seller arising out of or related to such stockpiling or the activities related thereto.

5. Section 3.02(c) of the PSA be and hereby is amended by adding the following sub-paragraph (iv):

(iv) By Seller if the Closing has not occurred on or before December 31, 2018 (the “Drop-Dead Date”), except due to Seller’s failure to meet or provide any of the Conditions Precedent required as a condition to Assignee Buyer’s obligation to close under Section 2.04. There will be no extensions of the Drop-Dead Date (except as noted in the preceding sentence).

6. Section 3.08 of the PSA be and hereby is amended to add the following sentence:

No further assignments of the assumed rights or obligations of Assignee Buyer
shall be permitted, except that Assignee Buyer shall have the right to assign its rights and obligations hereunder to any affiliate, including an Urban Renewal entity, that is owned and/or controlled by the individuals who are members of the Assignee Buyer as of the date of this Second Amendment.

7. Section 3.12 (f) is repeated and reaffirmed by this Second Amendment as follows:

(f) Time is of the essence in this Agreement, including but not limited to the dates when Assignee Buyer is to perform its obligations or make the Additional Deposits required hereunder. Failure to meet any of those obligations as specified herein will be deemed an event of default under the PSA entitling Seller to pursue all of its rights and obligations in response, including termination of the PSA and requiring that the full amount of the Escrow be paid over to Seller as provided.

8. By execution of this Second Amendment, Assignee Buyer agrees to reimburse Seller for all costs and expenses incurred by Seller (not to exceed twenty thousand dollars ($20,000)) related to the preparation and submission of any additional report(s) or information of any nature that may be required from Seller’s LSRP as the result of any communications from Langan to the NJDEP not authorized and approved in advance by Seller.

9. All capitalized terms in this Second Amendment that are not defined herein shall have the same meaning as in the PSA.

10. All other terms of the PSA shall remain in full force and effect.

11. This Second Amendment may be executed in counterparts, each of which shall be an original and all which counterparts taken together shall constitute one and the same agreement.

12. Signatures to this Second Amendment transmitted by telecopy or scan/email shall be valid and effective to bind the Party so signing, it being expressly agreed that each Party to this Second Amendment shall be bound by its own telecopied or scanned/email ed signature and shall accept the telecopied signature of the other Parties to this Second Amendment.

THIS SPACE LEFT BLANK INTENTIONALLY

(Signatures on the following pages)
COUNTERPART SIGNATURE PAGE

FOR

SECOND AMENDMENT

Seller has caused this Consent Agreement to be duly executed and to become effective as of the date first written above.

MILLINGTON QUARRY, INC.

By: 
Name: Gary A. Mahan
Title: President
COUNTERPART SIGNATURE PAGE

FOR

SECOND AMENDMENT

Assignee Buyer has caused this Second Amendment to be duly executed and to become effective as of the date first written above.

COMMUNITY PARTNERS, LLC

INVESTMENT

By:

Name:  Orzech J. Biedron
Title:  Member
EXHIBIT A

Property Map

Attached
EXHIBIT B

Updated October 2016: Cost Estimate for Millington Quarry 2011 Reclamation Plan

Attached
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MQI-TCN 00052