THIRD AMENDMENT TO THE
PURCHASE AND SALE AGREEMENT

This Third Amendment to the Purchase and Sale Agreement (the "Third Amendment") is made on this 25th day of December 2018 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 (as defined in that document) dated November 11, 2015 (the "Original PSA") as previously amended by and between Seller and Buyer on February 8, 2016 (the "First Amendment") and also amended on September 19, 2017 by and between Seller and Assignee Buyer (the "Second Amendment") (collectively the Original PSA as amended by the First Amendment and Second Amendment is hereinafter referred to as the 
"PSA"). Each of Seller and CIP is a "Party" and together the "Parties".

WHEREAS, CIP and Seller have agreed to modify the PSA to, among other things, clarify when the Closing will occur; and

WHEREAS, CIP is willing to release to Seller $2,210,000 of the Deposits being held in Escrow; and

WHEREAS, Seller and CIP have agreed on the terms and conditions of Third Amendment to the PSA.

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 CIP hereby agree to the terms of this Third Amendment as follows:

1. Section 2.02(a) of the PSA be and hereby is deleted in its entirety and is replaced with the following:

   (a) In the event that all conditions precedent to Buyer's obligations to complete the purchase of the Property specified in Section 2.04 below have been satisfied or waived by Buyer in writing in Buyer's sole discretion, the closing of the conveyance of the property to Buyer (the "Closing") shall not occur later than forty-five (45) days following the later to occur of either of the following two conditions ("Environmental Conditions"); Seller obtaining (i) from its Licensed Site Remediation Professional ("LSRP") an Entire Site Restricted Use, as defined in N.J.A.C. 7:26E-1.8, Response Action Outcome ("RAO") for the Former MOA area, and an Entire Site Unrestricted Use, as defined in N.J.A.C. 7:26E-1.8, RAO for the remaining portion of the Property, or (ii) Subdivision Approval from Bernards Township Board of Adjustment separating the former MOA area from the remainder of the Property as permitted in Section 2.04, and the expiration of an appeal period within which the Subdivision Approval can be appealed or legally challenged, without any such legal challenge having been timely filed (the "Closing Date"). If an appeal or legal challenge is timely filed, the Subdivision Plan shall be deemed finally approved upon the final, unappealable disposition of such appeal or legal
challenge, in a manner consistent with the approval as originally given or as otherwise acceptable to Buyer in Buyer's sole discretion.

2. Section 1.02(c) be and hereby is deleted in its entirety and is replaced with the following:

(c) Additional Deposits. CIP has made or 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), is currently being held by Chicago Title Insurance Company (the "Title Company") in an interest-bearing escrow account:

(i) Simultaneous with the execution of the Second Amendment CIP deposited the additional sum of Seven Hundred Twenty Thousand Dollars ($720,000.00) into the Escrow; and

(ii) On or before December 1, 2017 CIP deposited the additional sum of Seven Hundred Twenty Thousand Dollars ($720,000.00) into the Escrow; and

(iii) On or before March 1, 2018 CIP deposited the additional sum of Seven Hundred Twenty Thousand Dollars ($720,000.00) into the Escrow; and

(iv) On or before June 1, 2018 CIP deposited the additional sum of Seven Hundred Twenty Thousand Dollars ($720,000.00) into the Escrow; and

(v) On or before September 1, 2018 deposited the additional sum of One Million Dollars ($1,000,000.00) into the Escrow.

Together with the Initial Deposit of Five Hundred Forty Thousand Dollars ($540,000.00) the Additional Deposits listed immediately above total Four Million Four Hundred Twenty Thousand Dollars ($4,420,000.00). CIP agrees that it will authorize the release to the Seller of $2,210,000 of the escrow funds held by the Title Company (the "Released Funds"). In the event that the closing of the Property occurs as contemplated in the PSA, and title is transferred to CIP, the full amount of the Released Funds will be credited in favor of CIP against the Purchase Price (as defined in the PSA). Simultaneously with the execution of this Third Amendment, the Parties will issue a joint instruction to the Title Company to release the total of $2,210,000 to the Seller, and those Released Funds shall immediately become the property of the Seller and nonrefundable to the CIP for any reason; provided, however, that even though such funds have been released to Seller and are nonrefundable, those funds together with the remaining amounts of the Initial Deposit and the Additional Deposits, are to be credited in favor of CIP against Purchase Price upon the Closing of the Property by CIP accordance with the provisions above.

The remaining balance of Escrow after release of the Released Funds 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 CIP shall fail to close on the Closing Date set forth
in Section 2.02 (a), the full amount of the remaining Escrow, including any Additional Deposits that have been deposited to that point, shall be turned over to Seller by the Title Company within ten business days of the date that Seller provides written notice to the Title Company with simultaneous copies to CIP and Wilentz, that the payment has not been made on the Closing Date and the funds should be released to Seller; provided however that CIP shall have the right to object to the release of such funds if the provisions of Section 2.02 (a) have not occurred and been satisfied and, in the event of such objection, the Title Company shall not release such funds.

3. The parties acknowledge and agree that the Closing shall occur as provided in Section 2.02 (a) above and that Section 3.02 (c) and all references to Drop-Dead Date shall be deleted from the PSA.

4. Notwithstanding anything to the contrary set forth in the PSA, the parties agree that in no event shall the Closing or Closing Date as set forth in Section 2.02 (a) above be extended if the Development Application is not approved and in no event shall either party have the right to terminate the PSA in connection with the Development Application. The parties acknowledge that, notwithstanding anything to the contrary in the PSA, CIP may, but shall have no obligation, to process the Development Application.

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

6. Notices to CIP shall be sent as follows:

   Community Investment Partners
   Attn: David Placek
   55 Madison Ave, Suite 400
   Morristown, NJ 07960
   With a copy via email to: dplacek@cipllc.net

   and to:

   Anne Babineau, Esq.
   Wilentz, Goldman & Spitzer, PA
   90 Woodbridge Center Drive, Suite 900
   P.O. Box 10
   Woodbridge, New Jersey 07095

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

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

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9. Signatures to this Third Amendment transmitted by telexcopy or scan/email shall be valid and effective to bind the Party so signing, it being expressly agreed that each Party to this Third Amendment shall be bound by its own telexcopied or scanned/mailed signature and shall accept the telexcopied signature of the other Parties to this Third Amendment.

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(Signatures on the following page)
In Witness Whereof, the parties hereto have executed this Third Amendment as of date and year first written above.

COMMUNITY INVESTMENT PARTNERS, LLC

By: ____________________________
Name: __________________________
Title: __________________________

MILLINGTON QUARRY, INC.

By: ____________________________
Name: __________________________
Title: __________________________
In Witness Whereof, the parties hereto have executed this Third Amendment as of date and year first written above.

COMMUNITY INVESTMENT PARTNERS, LLC

By: 
Name: David A.
Title: 

MILLINGTON QUARRY, INC.

By: 
Name: 
Title: 