

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made this 14th day of January, 2020 (the "Effective Date") by and between JMLE, LLC, a Pennsylvania limited liability company, its assignee or nominee ("Purchaser"), and H. MICHAEL COHEN, ESQUIRE, EXECUTOR OF THE ESTATE OF ROBERT M. WAGNER ("Seller").

WITNESSETH:

WHEREAS, Real Estate Seller is the owner of the Property (as defined below) and Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Sellers and Purchasers, each intending to be legally bound hereby, agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Agreement of Purchase and Sale of the Property. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey and Purchaser agrees to purchase the following:

(a) those certain tracts or parcels of land situated in Coatsville Pennsylvania, commonly known as 4531 W. Lincoln Highway, Caln Township, Chester County, Downingtown, Pennsylvania, tax parcel # 39-5-9.1, as more particularly described on Exhibit A attached hereto and made a part hereof, together with all and singular the rights and appurtenances pertaining to such property, including any right, title and interest of Real Estate Seller in and to adjacent streets, alleys or rights-of-way (including, without limitation, all rights-of-way, water rights, air rights, mineral rights, development rights, privileges, licenses, and other rights and benefits belonging to, running with the owner of, or in any way relating to the aforesaid tract of land and all trees, shrubbery and plants); together with all rights, title and interest of Real Estate Seller in and to any land lying in the bed of any street, opened or proposed, in front of or abutting or adjoining the aforesaid tract of land, and all right, title and interest of Real Estate Seller in and to any unpaid award for the taking by eminent domain of any part of the aforesaid tract of land or for damage to such tract of land by reason of a change of grade of any street (the property described in clause (a) of this Section 1.1 being herein referred to collectively as the "Land");

(b) the buildings and other improvements on the Land (the property described in clause (b) of this Section 1.1 being herein referred to collectively as the "Improvements"); and

(c) the fixtures that are attached to the buildings and Improvements, including heating, ventilation and air conditioning systems and all other systems and equipment pertinent thereto, located on the Land (the property described in clause (c) of this Section 1.1 being herein referred to collectively as the "Fixtures").

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

SELLER:

ESTATE OF ROBERT M WAGNER

By: H. Michael Cohen
H. Michael Cohen, Esquire, Executor

PURCHASER:

JMLE, LLC

By: Laurence Kagan
Name: Laurence Kagan
Title: Authorized Member 1/15/2020