
AGREEMENT OF SALE

Between

EASTERN UNIVERSITY

Seller

- and -

CG WAYNE, LLC

Purchaser

Dated: May 9, 2019

Property: Eastern University West Campus

AGREEMENT OF SALE

9th THIS AGREEMENT OF SALE (the "Agreement") is dated as of the day of July, 2019 by and between EASTERN UNIVERSITY, a Non-Profit Corporation organized under the laws of the Commonwealth of Pennsylvania (the "Seller"), and CG WAYNE, LLC, a limited liability company organized under the laws of the Commonwealth of Pennsylvania (the "Purchaser").

BACKGROUND

Seller is the owner of certain Parcels of real estate (as hereinafter defined) located at 1300 Eagle Road, Radnor Township, Delaware County, Pennsylvania, being more commonly known as the West Campus, Folio Numbers 36-02-00978-10 and 36-02-00978-20. Seller now desires to sell and Purchaser desires to purchase the Premises, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound, Seller and Purchaser agree as follows:

1. Agreement to Sell and Purchase.

Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller the following:

1.1. Parcels. The land included in each Property (each, a "Parcel" and collectively, the "Parcels"). Each Parcel is described by metes and bounds under its Property Name in **Exhibit 1.1**.

1.2. Improvements. The buildings and other improvements located on the Parcels, including all fixtures, electrical, heating, ventilating, air conditioning, plumbing, security, fire suppression and other mechanical systems (the "Improvements").

1.3. Appurtenances. All easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, belonging to or inuring to the benefit of the Parcels, and all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining the Parcels (collectively, the "Appurtenances").

The Parcels, Improvements and Appurtenances are referred to collectively as the "Premises".

IN WITNESS WHEREOF, intending to be legally bound hereby, Purchaser and Seller have executed this Agreement as of the date first above written.

SELLER:

EASTERN UNIVERSITY

By: Ronald A. Matthews
Name: Ronald A. Matthews
Title: President

PURCHASER:

CG WAYNE LLC

By: Darin Tuckey
Name: Darin Tuckey
Title: Manager