

REDEVELOPMENT AGREEMENT

By and Between

THE TOWN OF BELVIDERE

As Redevelopment Entity

and

BELVIDERE URBAN RENEWAL, LLC

As Redeveloper

Dated: _____, 2023

THIS REDEVELOPMENT AGREEMENT (“**Redevelopment Agreement**”) is made this ____ day of _____, 2023 by and between:

TOWN OF BELVIDERE, a municipal corporation of the State of New Jersey located at 691 Water Street, Belvidere, NJ 07823 (the “**Town**”), in its capacity as a “redevelopment entity” pursuant to *N.J.S.A.* 40A:12A-4(c);

AND

BELVIDERE URBAN RENEWAL, LLC, an urban renewal entity formed and qualified to do business under the provisions of the New Jersey Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 et seq. (“**Exemption Law**”), having its principal office at 700A Lake Street, Ramsey, NJ 07446 (together with permitted successors or assigns as hereinafter provided, the “**Redeveloper**”, together with the Town, the “**Parties**” and each, a “**Party**”).

WITNESSETH

WHEREAS, the Belvidere Town Council (the “**Council**”), by Resolution dated May 29, 2018 (R2018x40) designated that certain +/- 37.73 acre parcel of real property located within the Town along Manunkachunk Road that is formally identified as Lot 8 in Block 2 on the Town’s tax map (the “**Property**” or “**Project Area**”) as a Non-Condensation Area in Need of Redevelopment in accordance with the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1, et. seq. (the “**Redevelopment Law**”); and

WHEREAS, by Ordinance No. 2019x11, the Council implemented the “Redevelopment Plan [for] Block 2, Lot 8, Manunkachunk Road,” prepared by Maser Consulting, dated November 8, 2018 (the “**Redevelopment Plan**”); and

WHEREAS, by Ordinance No. 2023x03, the Council adopted an amendment to the Redevelopment Plan, which amendment is attached to this Agreement as **Exhibit A**; and

WHEREAS, pursuant to *N.J.S.A.* 40A:12-4, the Town is acting as the “redevelopment entity” (as such term is defined at *N.J.S.A.* 40A:12A-3 of the Redevelopment Law) for the Project Area; and

WHEREAS, the Redeveloper is the fee simple owner of the Property; and

WHEREAS, by Resolution No. R2023x____, a copy of which is attached as **Exhibit B**, the Council conditionally designated Redeveloper as the “redeveloper” of the Property pursuant to the Redevelopment Law; and

WHEREAS, the Redeveloper proposes to develop, finance, construct and implement on the Property an industrial warehouse project consisting of approximately 365,000 - 475,000 s.f. in one or more buildings, parking areas, driveways, lighting, landscaping and other site improvements schematically depicted on Concept Plan “C,” prepared by Bohler Engineering, dated June 20, 2022 attached to this Agreement as **Exhibit C** (the “**Project**”), as may be amended in accordance with the Redevelopment Plan and MLUL; and

WHEREAS, the Town and the Redeveloper intend that the Project is to be developed in accordance with the standards and covenants of this Agreement and in a manner consistent with the Redevelopment Plan, as amended; and

WHEREAS, the Town has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances and regulations; and

WHEREAS, in order to effectuate the Redevelopment Plan, the Project and the redevelopment of the Project Area, the Town has determined to enter into this Redevelopment Agreement with the Redeveloper, which Redevelopment Agreement designates Redeveloper as the “redeveloper” of the Project, and which specifies the respective rights and responsibilities of the Parties with respect to the Project;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE I DEFINITIONS

1.1. Definitions. As used in this Redevelopment Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Redevelopment Agreement shall include the corresponding masculine, feminine and neuter. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Redevelopment Agreement unless otherwise specified.

(a) The following terms shall have the meanings ascribed to them in the Recitals to this Redevelopment Agreement:

Council
Exemption Law
Party(ies)
Project
Project Area
Property
Redeveloper
Redevelopment Agreement
Redevelopment Law
Redevelopment Ordinance
Redevelopment Plan (*which shall mean the Redevelopment Plan as amended by the Amendment to Redevelopment Plan adopted by Ordinance No. 2023x03*)
Town

(b) The following terms shall have the definitions ascribed to them herein:

“**Affiliate**” means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

“**Appeal Period**” shall mean the period of time specified by statute or court rule within which an appeal may be taken by any party from the grant of any Governmental Approval.

“**Applicable Laws**” means all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the MLUL, relevant construction codes including construction codes governing access for people with disabilities, and such other applicable zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable Environmental Laws and applicable federal and state labor standards.

“**Bond**” is defined in Section 4.4(b).

“**Building Permit**” means a building permit issued by or on behalf of the Town for construction of the Project, excluding a demolition permit or site clearing/grading, but including a footings and foundation permit.

“**Business Days**” means all days except Saturdays, Sundays and the days observed as public holidays by the Town.

“**Certificate of Completion**” means written acknowledgement by the Town in recordable form that the Redeveloper has Completed Construction of the Project in accordance with the requirements of this Redevelopment Agreement, substantially in the form annexed hereto as **Exhibit D**.

“**Certificate of Occupancy**” means a temporary or permanent certificate of occupancy as defined in the applicable ordinances of the Town and the applicable provisions of the Uniform Construction Code.

“**Commencement**,” “**Commence Construction**,” “**Commencement of Construction**,” or “Commencement Date” means the undertaking of any actual physical construction of any portion of the Project, including demolition, site preparation, environmental remediation, construction of Improvements or construction or upgrading of infrastructure.

“**Completion**,” “**Completion of Construction**,” “**Complete Construction**,” or “**Completion Date**” means the completion of construction of the Project in accordance with the Redevelopment Plan and this Redevelopment Agreement, sufficient for issuance of a Certificate of Occupancy and subject only to installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

“**Completion Notice**” means written notification to the Town of Completion of Construction of the Project and request by Redeveloper for the issuance by the Town of a Certificate of Completion.

“**Construction Event of Default**” is defined in Section 5.1(f).

“**Control**” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“**County**” means Warren County, New Jersey.

“**Declaration of Covenants and Restrictions**” or “**Declaration**” means a written instrument to be executed by Redeveloper and recorded in the Warren County Clerk’s Office, substantially in the form annexed hereto as **Exhibit E**, intended to encumber the Project Area and to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise expressly provided therein.

“**Effective Date**” means the date this Redevelopment Agreement is executed by the Town and the Redeveloper.

“**Environmental Laws**” means all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of hazardous substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); the Clean Water Act (33 U.S.C. § 1251 *et seq.*); the New Jersey Spill Compensation and Control Act (the “Spill Act”) (*N.J.S.A.* 58:10-23.11 *et seq.*); the Industrial Site Recovery Act, as amended (*N.J.S.A.* 13:1K-6 *et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (*N.J.S.A.* 58:10A-21 *et seq.*), the New Jersey Water Pollution Control Act (*N.J.S.A.* 58:10A-1 *et seq.*); the New Jersey Environmental Rights Act (*N.J.S.A.* 2A:35A-1 *et seq.*); the New Jersey Site Remediation Reform Act (*N.J.S.A.* 58:10C-1 *et seq.*); and the rules and regulations promulgated under any of the foregoing.

“**Escrow Account**” is defined in Section 7.2(a).

“**Escrow Agreement**” is defined in Section 7.2(a).

“**Escrow Deposit**” is defined in Section 7.2(a).

“**Estoppel Certificate**” is defined in Section 8.12.

“**Event of Default**” is defined in Section 5.1.

“**Existing Members**” means the Persons owning membership interests in the Redeveloper as of the date of this Agreement, which Persons are set forth in **Exhibit F** annexed hereto.

“**Force Majeure Event**” means causes that are beyond the reasonable control and not substantially due to the fault or negligence of the Party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project; declarations of public emergency; acts of nature (as to

weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts; power failures; lack of adequate utilities or energy shortages; governmental embargoes; adverse market conditions; strikes or similar labor action by equipment or material suppliers or transporters; and unavailability of necessary building materials and/or equipment.

“Foreclosure” is defined in Section 6.3(b).

“Governmental Approvals” means all governmental approvals required for the Commencement of Construction, Completion of Construction, and use and occupancy of the Project, including, without limitation, the Planning Board Approvals, as defined below; County planning board approvals, if and to the extent required; Building Permits; environmental permits, approvals, consents or authorizations from New Jersey Department of Environmental Protection and any other applicable governmental agencies; sewerage capacity approvals, utilities-related permits and any and all other necessary governmental and utility permits, licenses, consents and approvals.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, a publicly traded company, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any corporation or entity subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, or any Affiliate of the foregoing.

“Improvements” shall mean all improvements constructed as part of the Project.

“MLUL” means the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Mortgage” means any security interest, evidenced by a written instrument, encumbering the Project Area, or any portion thereof, in order to raise funds solely for the implementation of the Project, that secures the performance of obligations or the payment of debt, including, without limitation, any grant of, pledge of, or security interest in, any collateral, or any grant, directly or indirectly, of any deed of trust, mortgage or similar instrument or any other security whatsoever.

“Mortgagee” shall mean the holder of any Mortgage and any Affiliate(s) of such holder, including entities affiliated with such holder that own or exercise control over real property.

“Notice” is defined in Section 8.7.

“Permitted Transfers” is defined in Section 3.5(b).

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, institution, or any other entity.

“Planning Board” means the Planning Board of the Town.

“Redevelopment Entity” means the Town acting in its capacity as a redevelopment entity pursuant to the Redevelopment Law and any permitted successors or assigns.

“Remediate” or **“Remediation”** means the performance and completion of all investigations and cleanup, and any and all other activities necessary or required for the cleanup or containment of hazardous substances, known or unknown, on, under, or migrating to or from the Project Area, in accordance with Applicable Law, Environmental Laws and Governmental Approvals.

“State” means the State of New Jersey.

“Town Costs” shall mean (i) all outside professional and consultant fees, out of pocket costs or expenses incurred by the Town arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or arising out of or in connection with the Project, after the date of this Agreement; (ii) subject to Redeveloper’s termination rights pursuant to Section 5.7 herein, litigation costs arising out of or in connection with a dispute with a third party with respect to this Redevelopment Agreement or the Project; and (iii) any other out of pocket fee, cost or expense incurred by the Town, after the date of this Agreement, to satisfy its obligations under this Agreement or in furtherance of the Project, but shall not include any and all costs incurred in connection with Redeveloper’s site plan application to the Planning Board and governed by the escrow deposited by Redeveloper in connection with such application in accordance with the MLUL.

“Transfer” means, prior to Completion of the Project: (i) a sale or re-conveyance of all or any portion of the Project Area or Project by Redeveloper to any other Person; (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in Control of Redeveloper as it exists on the date of this Redevelopment Agreement; (iii) a transfer of ten percent (10%) or more of the membership interest in Redeveloper to any Person; or (iv) any assignment of this Redevelopment Agreement to any other Person.

1.2. Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof,

shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1. Designation as Redeveloper. The Town hereby designates and appoints the Redeveloper as redeveloper of the Project on the Project Area. Any prior designations of entities or redevelopers other than Redeveloper are hereby rescinded. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, Redeveloper shall have the exclusive right to redevelop the Project Area in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement.

2.2. Representations and Warranties of the Town. The Town hereby makes the following representations and warranties:

(a) The Town is a municipal corporation, duly organized and existing under the laws of the State, and as such, has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Town is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder;

(b) The Town has authorized the execution of this Redevelopment Agreement by resolution, and this Redevelopment Agreement has been duly executed by the Town, and is valid and legally binding upon the Town and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Town is a party;

(c) To the best of the Town's knowledge, there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Town entering into or performing its obligations under this Redevelopment Agreement;

(d) The Town represents that, to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment Agreement or any action or act taken or to be taken by the Town pursuant to the Redevelopment Plan or Redevelopment Agreement; and

(e) The uses of the Project Area, as contemplated by this Redevelopment Agreement, are authorized by the Redevelopment Law, Applicable Laws and the Redevelopment Plan.

2.3. Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties:

(a) Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Redevelopment Agreement;

(b) Redeveloper is a duly organized and a validly existing legal entity under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf;

(c) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date;

(d) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed;

(e) No indictment has been returned against Redeveloper or any officer or shareholder of Redeveloper;

(f) Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party;

(g) Subject to obtaining construction financing, Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project;

(h) To the best of Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;

(i) All information and statements included in any information submitted to the Town and its agents, including but not limited to, Giordano, Halleran & Ciesla, P.C., are true and correct in all respects. Redeveloper acknowledges that the facts and representations contained in

the information, submitted by Redeveloper are a material factor in the decision of the Town to enter into this Redevelopment Agreement; and

(j) To the best of its knowledge, Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Town for any property situated in the Town.

ARTICLE III COVENANTS AND RESTRICTIONS

3.1. Covenants and Restrictions. Redeveloper agrees to record the Declaration of Restrictions with the Warren County Clerk's Office as soon as practicable after execution of this Agreement, and to promptly return a duly recorded copy thereof to the Town in accordance with Section 8.8 hereof.

3.2. Description of Covenants. The following covenants and restrictions are imposed upon, and are intended to run with, the land until a Certificate of Completion has been issued for the Project, except as otherwise provided. They shall be recorded substantially in the form of a Declaration of Covenants and Restrictions annexed hereto as **Exhibit E**.

(a) Redeveloper shall construct the Project on the Project Area in accordance with, and subject to the terms of, the Redevelopment Plan, this Redevelopment Agreement, and all Applicable Laws and Governmental Approvals;

(b) Except for Permitted Transfers, and subject to the terms hereof, prior to the issuance of a Certificate of Completion, the Redeveloper shall not effect a Transfer without the written consent of the Town, which shall not be unreasonably withheld, conditioned or delayed;

(c) In connection with its use or occupancy of the Project, the Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Area is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status;

(d) Subject to and in accordance with the terms hereof, upon Completion of Construction, Redeveloper shall obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Project Area, and the Project shall only be used for the purposes contemplated by this Redevelopment Agreement and the Redevelopment Plan.

(e) Subject to and in accordance with the terms hereof, Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense;

(f) Subject to and in accordance with the terms hereof, Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Redevelopment Agreement including

the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement;

(g) Prior to the issuance of a Certificate of Completion, the Redeveloper shall not encumber, hypothecate or otherwise use the Project Area, or any part thereof as collateral for any transaction unrelated to the Project;

(h) Redeveloper will promptly pay any and all taxes, service charges, SID special assessments or similar obligations when owed with respect to the Project Area and any other property owned by Redeveloper situated in the Town.

3.3. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.2 shall be covenants running with the Project Area and Redeveloper's interest in the Project. All covenants in Section 3.2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Town and its successors and assigns, against Redeveloper, its successors and assigns, and any successor in interest to the Project Area, or any part thereof, and every successor in interest to Redeveloper's interest in the Project, or any part thereof, and any party in possession or occupancy of the Project Area or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Section 3.2 shall cease and terminate upon the issuance of a Certificate of Completion, substantially in the form annexed hereto as **Exhibit D**, provided, however, that the covenants in Section 3.2(c) shall remain in effect without limitation as to time.

3.4. Enforcement by Town. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Town and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Town for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Town has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

3.5. Prohibition Against Transfers of Interests in Redeveloper. (a) Redeveloper recognizes the importance of this redevelopment Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Town in entering into this Redevelopment Agreement. The Town considers that a change of Control in Redeveloper, or the transfer of ten percent (10%) or more of the ownership interest in Redeveloper to any Person other than an Institution, is for practical purposes a Transfer or disposition of the Project. Redeveloper recognizes that it is because of such qualifications and identity that the Town is entering into this Redevelopment Agreement with Redeveloper, and, in so doing, the Town is relying on the obligations of Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by Redeveloper hereunder. As a result, except for Permitted Transfers, prior to Completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the Town, which shall not be unreasonably withheld, conditioned or delayed, Redeveloper agrees for itself and all successors in

interest that there shall be no change in Control of Redeveloper, nor shall there be any transfer of 10% or more of the ownership interest in Redeveloper to any Person other than an Institution.

(a) Consent to Permitted Transfers. The Town hereby consents, without the necessity of further approvals from any entity, to the following Transfers (each, a “**Permitted Transfer**”):

(i) A Mortgage or related security granted by Redeveloper to a Mortgagee for the purpose of obtaining the financing necessary to enable Redeveloper to perform its obligations under this Redevelopment Agreement, including any Mortgage or Mortgages and other liens and encumbrances granted by Redeveloper to a Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, or marketing of the Project and not any transaction or project unrelated to the Project; provided, however, that Redeveloper shall give the Town at least fifteen (15) days prior written notice of such Permitted Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the Mortgagee;

(ii) Transfers of easements or dedications of portions or interests in the Project Area as may be required for utilities for the Project or otherwise as conditions of Governmental Approvals, including but not limited to any sanitary sewer easement required by the Planning Board Approvals;

(iii) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

(iv) a lease agreement to a tenant, unit purchaser, or end user of the Project;

(v) a Transfer to an Affiliate of the Redeveloper, to one of the Existing Members, or to an entity controlled by one or more of the Existing Members;

(vi) the implementation of easements, reciprocal easement agreements, or other documentation providing for maintenance, access drainage and other items necessary for the implementation of the Project, to the extent necessary in connection with any subdivision to be sought on the Project Area; or

(vii) a Transfer pursuant to a Foreclosure, and any Transfer by any Mortgagee or any Mortgagee’s successor and/or assigns after Foreclosure.

3.6. Town Covenants. The Town hereby covenants and agrees that:

(a) The Town shall undertake and complete, with due diligence, all of its obligations under this Agreement.

(b) The Town shall not amend or cause the amendment of the Redevelopment Plan with respect to the Project Area in a manner that materially, adversely affects Redeveloper or the Project during the term of this Agreement without the prior written consent of the Redeveloper, which consent shall not be unreasonable withheld, delayed or conditioned.

ARTICLE IV
PROJECT DETAILS

4.1. Timeline and Implementation of the Project.

(a) Project Timeline. Subject to the occurrence of a Force Majeure Event, Redeveloper shall comply with the following Project Schedule:

(i) Redeveloper shall, immediately following the execution hereof, seek to obtain all Governmental Approvals, which shall be obtained as soon as practicable, but in no event later than 24 months from the date of this Agreement;

(ii) Redeveloper shall, within ninety (90) days following the Effective Date, submit a complete application to the Town Planning Board for the Project seeking preliminary and final major site plan approval and shall thereafter diligently pursue all required Governmental Approvals in good faith;

(iii) Notwithstanding anything in the Redevelopment Plan to the contrary, Redeveloper shall Commence Construction of the Project as soon as reasonably practicable following the receipt of all required Governmental Approvals, but in no event later than nine (9) months from the receipt of the last required Governmental Approval;

(iv) Redeveloper shall use reasonable efforts to Complete Construction of the Project within 24 months of the Commencement of Construction.

(b) If, subject to the provisions of this Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project timeline set forth above, for any reason, the Redeveloper shall promptly provide notice to the Town stating: (i) the reason for the failure or anticipated failure, (ii) the Redeveloper's proposed method for correcting such failure, (iii) the Redeveloper's proposal for revising the timeline and (iv) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project timeline. Redeveloper's proposed revisions to the Project timeline shall be subject to the Town's approval, which shall not be unreasonably withheld, conditioned or delayed.

(c) In the event that Redeveloper does not obtain all necessary Governmental Approvals for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, provided that the Redeveloper has not Commenced Construction, then Redeveloper shall have the right to terminate this Agreement upon written notice to the Town. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Agreement is terminated pursuant to the terms of this Section 4.1(c) then except as expressly set forth herein to the contrary, this Agreement shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(d) To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory body having competent jurisdiction over the Project), and at no cost to the Town, the Town shall provide its support and assistance to the Redeveloper in facilitating the review of all plans, issuance of all permits, request for inspections and the conduct of such inspections through the appropriate Town board, body or department, as applicable.

(e) The parties agree that a long-term tax exemption for the Project in accordance with the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq., is material to Redeveloper's ability to complete the Project. Accordingly, the parties agree to negotiate a mutually acceptable financial agreement, substantially in the form attached as **Exhibit G**, within sixty (60) days of the date that the Redeveloper obtains all Governmental Approvals, other than the financial agreement, which financial agreement will be subject to approval by the Town Council, upon submission of an application by the Redeveloper meeting the requirements of N.J.S.A. 40A:20-1, et. seq.

4.2. Construction of the Project.

(a) Construction Hours. Construction practices and hours shall be in accordance with Town Ordinances, which are available at the Town Building Department or through the Town Clerk.

(b) Maintenance. Once Construction has Commenced, The Project Area will be cleaned on a regular basis by Redeveloper; provided, however, that Redeveloper agrees to clean up the Project Area within forty-eight (48) hours of a specific, reasonable request by the Town that Redeveloper do so or the close of the following Business Day, whichever is later. Should Redeveloper fail to comply with this obligation, the Town will undertake street cleaning and charge Redeveloper for the costs of same. The Redeveloper shall repair, at Redeveloper's cost, any damage to the streets or sidewalks caused by Redeveloper during the construction of the Project.

(c) Pedestrian Access and Safety. The Redeveloper shall keep the sidewalks abutting the Project Area clean and free of debris, ice and snow during the construction of the Project.

(d) Construction Parking. The Redeveloper shall make arrangements with the Town Construction Official and the Town Police Department for off-street parking for construction vehicles and construction worker's vehicles, if such vehicles cannot be parked on the Project site itself. The Town agrees to place from time to time temporary "emergency, no parking" signs on the adjacent street as reasonably requested by Redeveloper to accommodate Redeveloper's construction activities.

(e) Preconstruction Meeting. There shall be a preconstruction meeting held at least fourteen (14) days prior to the Commencement of Construction, which meeting shall include the Town Construction Official, the Town Engineer, a representative from the Town Police Department, a representative from the Town Fire Department and representatives from the various utility companies.

4.3. Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction of the Project or portion thereof, as applicable, Redeveloper shall apply to Town Construction Code Official for a Certificate of Occupancy.

(b) Following Completion of the Project, the Town agrees to issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Redevelopment Agreement and the Redevelopment Plan. Within Twenty (20) days after receipt of the Completion Notice, the Town shall provide Redeveloper with the Certificate of Completion or a written statement setting forth the reasons why it believes that Redeveloper has failed to Complete the Project in accordance with the provisions of this Agreement or is otherwise in default hereunder. Upon issuance of a Certificate of Completion, the conditions determined to exist at the time the Property was determined to be an area in need of redevelopment shall be deemed to no longer exist, and, to the extent applicable, the Property shall no longer be subject to eminent domain as a result of those determinations.

4.4. Project Costs, Financing and Performance and Maintenance Guarantees.

(a) Redeveloper agrees that the costs and financing for the Project are the sole responsibility of the Redeveloper, not the Town.

(b) Redeveloper shall post performance and maintenance guarantees and review escrows in accordance with the provisions of *N.J.S.A. 40:55D-53 et seq.* of the MLUL and all Applicable Laws (collectively, the “**Bond**”), in the following manner:

(i) Prior to the Commencement of Construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL) for those Improvements for which a performance guarantee may be required pursuant to the MLUL, in an amount to be determined by the Town Engineer pursuant to the MLUL.

(ii) A maintenance guarantee in respect of those Improvements required to be bonded in accordance with the MLUL, in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL) for a period not to exceed two (2) years after final acceptance of the Improvement, in an amount determined by the Town Engineer according to the method of calculation set forth in *N.J.S.A. 40:55D-53 et seq.* of the MLUL.

(iii) If applicable, the Bond must name the Town as an obligee and Redeveloper shall deliver a copy of the Bond to the Town prior to Commencement of Construction. To the extent that a surety bond is provided, it shall be provided by a company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event any insurance company, financial institution or other entity issuing a performance guarantee herein, shall be insolvent or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over the management of the entity, within thirty (30) days after notice from the Town, Redeveloper shall replace the Bond.

(iv) In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect as a result of any act or omission by Redeveloper, then until an approved replacement of the lapsed Bond has been deposited with the Town, the Town may require Redeveloper to cease and desist any and all work on the Project, unless the Improvements required to be bonded have been completed and approved by the Town. In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect through no act or omission of Redeveloper, then unless Redeveloper fails to replace the Bond within twenty (20) business days of notice given to Redeveloper by the Town, the Town may require Redeveloper to cease and desist work on the Project unless the Improvements required to be bonded have been completed and approved by the Town.

4.5. Environmental Obligations and Indemnification. The Parties hereby expressly acknowledge that the Town has made no representation as to the environmental condition of any part of the Project Area. The Parties hereto further expressly acknowledge and agree that to the extent any portion of the Project Area requires Remediation, or causes any other property to require Remediation, the Town shall have no responsibility therefor, except to the extent the underlying condition resulting in the necessity of Remediation was directly caused by the Town. The Parties hereto expressly agree and acknowledge that, subject to the immediately preceding sentence, it shall be the sole responsibility of the Redeveloper to undertake and pay the cost of any and all Remediation, compliance, environmental testing, and/or other analyses for the Project Area, and that the Town has no obligation or liability whatsoever with respect to the environmental condition of the Project Area, or any other parcels which may claim contamination arising from the Project Area. Subject to the terms of this Section 4.5, Redeveloper shall defend, protect, indemnify and hold harmless the Town and its agents from any claims which may be sustained as a result of any environmental conditions on, in, under or migrating to or from the Project Area, including, without limitation, claims against the Town and/or its agents by any third party.

4.6. Development Impact Contribution. In light of the impacts of the proposed Project on the Town and surrounding community, the Redeveloper agrees to contribute the amount of seventy-five cents \$0.75 per s.f. for which the Redeveloper receives preliminary and final major site plan approval for warehouse use from the Planning Board (the "Development Impact Fee"). For example, the Development Impact Contribution shall be in the amount of \$273,750 if the Redeveloper obtains Planning Board preliminary and final major site plan approval for a 365,000 s.f. Warehouse. The Development Impact Fee shall be payable ~~in the same manner as the non-residential development fee required by the MLUL, specifically N.J.S.A. 40:55D-8.1, et. seq. The Redeveloper agrees and understands that the non-residential development fee will be required for this project and will be collected separately from the Development Impact Fee in the manner required by the MLUL upon the Redeveloper's receipt of a temporary certificate of occupancy or final certificate of occupancy, whichever occurs first.~~

4.7. No Rights in Third-Party Beneficiaries. Notwithstanding the provision of certain funds provided under this Article 4, this Agreement does not and will not confer any rights, remedies or entitlements upon any third person or entity other than the Parties, and their respective successors and assigns. This Agreement is for the exclusive benefit and convenience of the Parties hereto.

4.7.4.8. Non-Residential Development Fee. N.J.S.A. 40:55D-8.1, et. seq. imposes a non-residential development fee (“NRDF”) on certain projects in the state. In the case of the Project, the Town shall impose an NRDF equal to one percent of the equalized assessed value of the completed Project in light of the Redeveloper’s prior commitment to developing on-site affordable units, which would have contributed to the Town’s overall affordable housing obligation and the Property’s prior inclusion in the Town’s approved affordable housing plan, all of which the parties agree pre-date the effective date of N.J.S.A. 52:27D-329.1. In light of the fact that the Town and Redeveloper had previously agreed to an on-site affordable component for this Property, but given that such an on-site component is now impractical in consideration of the industrial warehouse project proposed, the Town believes that the 1% NRDF is appropriate and authorized pursuant to N.J.S.A. 40:55D-8.6, et. seq.

ARTICLE V
EVENTS OF DEFAULT; TERMINATION

5.1. Events of Default. Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Redevelopment Agreement:

(a) If at any time Redeveloper shall: (i) generally not pay its debts as such debts become due, within the meaning of such phrase under Title 11 of the United States Code (or any successor to such statute), or admit in writing that it is unable to pay its debts as such debts become due; or (ii) make an assignment for the benefit of creditors; or (iii) file a voluntary petition under Title 11 of the United States Code, as the same may be amended, or any successor to such statute; or (iv) file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy code or any other present or future applicable federal or state or other statute or law; or (v) seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, sequestrator, liquidator or other similar official of Redeveloper or of all or any substantial part of its property or of the Project Area or any interest of Redeveloper therein; or (vi) take any corporate action in furtherance of any action described in this subsection or (vii) if at any time any proceeding against Redeveloper seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal or state or other statute or law shall not be dismissed within ninety (90) days after the commencement thereof, or if, within ninety (90) days after the appointment without the consent of Redeveloper of any custodian, trustee, receiver, sequestrator, liquidator or any other similar official of Redeveloper, or of all or any substantial part of its properties or of the Project Area or any interest of Redeveloper therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if any such appointment shall not have been vacated within forty-five (45) days after the expiration of any such stay.

(b) Redeveloper’s failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within thirty (30) days.

(c) Redeveloper’s failure to make any other payment due to the Town hereunder, which is not cured within ten (10) business days after Notice by the Town.

(d) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion bond, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Town, which failure or delinquency is not cured within thirty (30) days after Notice by the Town.

(e) Any Transfer (except for Permitted Transfers), without the approval of the Town.

(f) Any other default or breach by Redeveloper or the Town in the observance or performance of any covenant, condition, representation, warranty or agreement hereunder and, except as otherwise specified below, the continuance of such default or breach for a period of thirty (30) days after Notice from the non-defaulting party specifying the nature of such default or breach and requesting that such default or breach be remedied; provided, however, with respect to any non-monetary default or breach, if the default or breach is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the defaulting party is proceeding in good faith and with due diligence to remedy the same as soon as practicable.

(g) Construction Event of Default. Any of the following shall be a “**Construction Event of Default**”:

(i) if Redeveloper fails to Commence Construction within the time frame specified in this Agreement (as same may be modified pursuant to the terms hereof and subject to Force Majeure); or

(ii) if Redeveloper abandons the Project or substantially suspends construction work after obtaining a Building Permit or Commencement of Construction without the prior knowledge and consent of the Town for more than 90 days (unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension under clauses (i) or (ii) shall not be cured, ended, or remedied within sixty (60) days after receipt by the Redeveloper of notice of such failure, abandonment or suspension; provided, however, that if the failure, abandonment or suspension is one that cannot be completely cured within sixty (60) days after receipt of such notice, it shall not be a Construction Event of Default as long as the Redeveloper promptly began to take actions to correct the failure, abandonment or suspension upon its receipt of notice thereof and is proceeding with due diligence to remedy the failure, abandonment or suspension as soon as possible.

5.2. Remedies Upon Event of Default by the Redeveloper. Whenever any Event of Default by the Redeveloper shall have occurred, the Town may, on written notice to Redeveloper (after applicable Notice and cure periods shall have expired), terminate this Redevelopment Agreement and Redeveloper’s designation as Redeveloper hereunder upon which, except as expressly provided herein, this Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liability and/or obligations hereunder. In addition, if Redeveloper fails to pay any Town Costs in accordance with the requirements of this Agreement, the Town may file legal action seeking payment of the Town Costs.

5.3. Remedies Upon Event of Default by the Town. If an Event of Default by the Town occurs, then the Redeveloper may take whatever action at law or in equity as Redeveloper may

deem necessary or desirable to enforce the performance or observance of any rights or remedies of Redeveloper, or any obligations, agreements, or covenants of the Town under this Redevelopment Agreement, including an action for specific performance and/or actual, compensatory damages (but specifically excluding delay, reliance, consequential, punitive or special damages of any kind).

5.4. Force Majeure Extension. For the purposes of this Redevelopment Agreement, neither the Town nor Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Town or Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. During any Force Majeure Event that affects only a portion of a Project, Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of an event or occurrence of Force Majeure Event shall not prevent the Town or Redeveloper from declaring a default or the occurrence of an Event of Default by the other Party if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

5.5. No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party hereunder in asserting any of its rights or remedies as to any default by the other Party, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Town or the Redeveloper, as the case may be, of its right to institute and maintain any actions or proceedings in accordance with this Agreement, which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.6. Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

5.7. Termination Rights Related to Litigation. If third-party litigation is commenced challenging the validity of (i) the designation of the Project Area, (ii) the Redevelopment Plan, or (iii) execution of this Redevelopment Agreement by the Town, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions this Redevelopment Agreement; provided, however, that (a) Redeveloper may terminate this Agreement pursuant to Section 4.1(c) hereof, and (b) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Redevelopment Agreement by written notice to the other. Upon such termination, this Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

ARTICLE VI FINANCING

6.1. Mortgage Financing.

(a) In the event that the Redeveloper is unable to obtain financing for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, and provided that Redeveloper has not Commenced Construction, Redeveloper shall have the right to terminate this Agreement upon written notice to the Town.

(b) If this Agreement is terminated pursuant to the terms of this Section 6.1, then, except as expressly set forth herein to the contrary and upon full payment of all Town Costs accruing until the date of such termination, this Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(c) If the Mortgagee reasonably requires any change(s) or modification(s) to the terms of this Redevelopment Agreement, the Town shall reasonably cooperate with the Mortgagee in a timely manner and the Redeveloper in reviewing and approving such proposed change(s) or modification(s); provided, however, that any such proposed change or modification shall not materially and adversely alter or modify the rights and obligations of the Redeveloper or the Town, as provided in this Redevelopment Agreement.

(d) To the extent reasonably requested by the Redeveloper, the Town shall timely execute such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Town) as may be requested or required by any Mortgagee (or any equity participant of the Redeveloper); provided, however, that any such agreement or document shall not materially and adversely alter any of the rights, liabilities or obligations of the Redeveloper or the Town under this Redevelopment Agreement.

6.2. Notice of Default to the Mortgagee and Right to Cure. Whenever the Town shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Town shall at the same time deliver to each Mortgagee a copy of such notice or demand; provided that the Redeveloper has delivered to the Town a written notice of the name and address of such Mortgagee. Each such Mortgagee (insofar as the rights of the Town are concerned) has the right at its option within sixty (60) days after the receipt of such notice (and the expiration of all applicable cure periods), to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Town shall not seek to enforce any of its remedies under this Agreement during the period in which any such Mortgagee is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If the Mortgagee elects to cure the Event of Default within such 60-day period but has not completed such cure, then, not later than every sixty (60) days thereafter until such Event of Default is cured, Redeveloper shall inform the Town that the Mortgagee is proceeding diligently to cure the Redevelopment Event of Default, and shall briefly describe the course of action being pursued to effectuate such cure. Notwithstanding the foregoing, the Town may seek to enforce any of its remedies under this Agreement with respect to a monetary Event of Default if such monetary Event of Default is not cured within such sixty (60) day period after notice thereof. If possession of the Project or the Project Area is necessary to cure any default or breach, any Mortgagee will be allowed to complete any proceedings required to obtain possession of the Project or the Project Area.

6.3. No Guarantee of Construction or Completion by Mortgagee.

(a) A Mortgagee shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project, or to guarantee such construction or completion; nor shall any covenant or any other provisions be construed so as to obligate a Mortgagee. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Mortgagee to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Mortgagee's security, including the improvements or construction already made) without the Mortgagee or Affiliate of Mortgagee first having expressly assumed the Redeveloper's obligations to the Town with respect to the Project by written agreement reasonably satisfactory to the Town.

(b) If a Mortgagee forecloses its Mortgage secured by the Project, or takes title (in its name or the name of an Affiliate) to the Project by deed-in-lieu of foreclosure or similar transaction (collectively, a "**Foreclosure**"), the Mortgagee or its Affiliate shall have the option to either (i) sell the Project to any Person, provided Mortgagee gives the Town notice of such sale at least twenty (20) days prior to closing and provided such Person assumes the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. The Mortgagee, or the entity assuming the obligations of the Redeveloper, in that event must agree to complete the Project in accordance with the terms of this Redevelopment Agreement, but subject to reasonable extensions of any deadlines hereunder. Any such Mortgagee, or other entity assuming such obligations of the Redeveloper, upon completing the Project shall be entitled, upon written request made to the Town, to a Certificate of Completion in accordance with the terms of this Agreement. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Mortgagee, or such other entity assuming such obligations of the Redeveloper, to devote the Project Area, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Mortgagee or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Project Area or Project in accordance herewith.

ARTICLE VII
ESCROW

7.1. Escrow Account to Cover Town Costs.

(a) Concurrent with the execution of this Agreement, the Redeveloper has established with the Town an escrow account (the "**Escrow Account**") having an initial balance of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) to cover Town Costs (the "**Escrow Deposit**").

(b) Attached to this Agreement as **Exhibit H** is a description of the agreed upon procedure to be utilized in establishing, funding and replenishing the Escrow Account and in making disbursements therefrom.

ARTICLE VIII
MISCELLANEOUS

8.1. No Improper Consideration for Agreement. Redeveloper represents and warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Town, any money or other consideration for or in connection with this Redevelopment Agreement.

8.2. Non-Liability of Officials and Employees.

(a) Subject to Section 8.7 below, no member, official or employee of the Town shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by the Town, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

(b) No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Town, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Town, or their successors, on any obligation under the terms of this Redevelopment Agreement.

8.3. Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by Redeveloper and the Town.

8.4. Recitals and Exhibits. The Recitals and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

8.5. Entire Agreement. This Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

8.6. Severability. The validity of any Article and Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Sections, clauses or provisions hereof.

8.7. Indemnification. Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the Town, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third-party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting from or in connection with the acts or omissions of Redeveloper or of Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project, provided, however, that no indemnification shall be required pursuant to this Section 8.7 in the event that the indemnification otherwise due pursuant to this Section 8.7

is attributable to the gross negligence or willful misconduct of the Town, its governing body, or any agency of the Town or any of their respective officers, employees, agents, attorneys, consultants, representatives and employees. This Section shall survive termination of this Agreement.

8.8. Notices. A notice, demand or other communication required to be given under this Redevelopment Agreement by any Party to the other (“Notice”) shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with a hard copy and a transmission confirmation sent by a recognized overnight national carrier service for next business day delivery) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any Party may, from time to time, designate in writing and forward to the others as provided in this Section.

- (a) When sent by the Town to the Redeveloper:

Belvidere Urban Renewal, LLC
c/o William Krame
700 A Lake Street
Ramsey, NJ07446

With a copy to:

Douglas J. Steinhardt, Esq.
Florio, Perrucci, Steinhardt & Cappelli, LLC
235 Broubalow Way
Phillipsburg, NJ08865

- (b) When sent to the Redeveloper to the Town:

Municipal Clerk
Town of Belvidere
691 Water Street
Belvidere, NJ 07823

With a copy to:

Steven P. Gouin, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half mile Road, Suite 300
Red Bank, NJ 07701

And a copy to

Kevin P. Benbrook, Esq.
Benbrook & Benbrook, LLC
1734 Route 31 North, Suite 1

From time to time either Party may designate a different person or address for all the purposes of this Notice provision by giving the other Party no less than ten (10) days' Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee, provided, that any notice delivered by telecopy shall be deemed to have been received by such Party at the time of transmission, provided that a hard copy and transmission confirmation is simultaneously sent by a recognized overnight national carrier service for next business day delivery. Any notice given by an attorney for a Party shall be effective for all purposes.

8.9. Further Assurances/Cooperation. The Parties shall cooperate with each other as reasonably necessary to effectuate the Project. From time to time at the request of either Redeveloper or the Town, the other Party shall timely execute, acknowledge and deliver such other and further documents as the requesting Party may reasonably request to better effectuate the provisions of this Redevelopment Agreement.

8.10. Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Redevelopment Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Warren County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Warren County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

8.11. Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

8.12. Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto (which request may be on behalf of any Mortgagee, purchaser, tenant or other party having an interest in the Project Area), the other Party shall issue a signed certificate ("**Estoppel Certificate**") stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there is no Event of Default under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in an Event of Default under this Redevelopment Agreement), or stating the nature of the Event of Default or other such event, if any, and (iii) any other matter reasonably requested. No more than three (3) Estoppel Certificates per year may be requested by each Party.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

TOWN OF BELVIDERE

Name:
Title: Town Clerk

Name:
Title: Mayor

SEAL

Dated: _____

Witness:

BELVIDERE URBAN
RENEWAL, LLC

Name:
Title:

Name:
Title:

EXHIBIT LIST

A – Redevelopment Plan, as amended

B – Conditional Designation

C – Concept Plan

D – Certificate of Completion

E – Declaration of Covenants

F – List of Members

G – Form of Financial Agreement

H – Escrow Terms

Docs #6376873-v1