

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF LIVINGSTON

As Redevelopment Entity

and

**45 PARTNERS URBAN RENEWAL, LLC,
a New Jersey Limited Liability Company**

As Redeveloper

Dated: _____, 2025

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into as of the _____ day of _____, 2025 (the “**Effective Date**”) by and between the **TOWNSHIP OF LIVINGSTON**, a municipal corporation of the State of New Jersey, having its offices at 357 S. Livingston Avenue, Livingston, New Jersey 07039 (the “**Township**”) and **45 PARTNERS URBAN RENEWAL, LLC**, a New Jersey limited liability company and an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended and supplemented (the “**Exemption Law**”), with offices at 16 Microlab Road, Suite A, Livingston, New Jersey 07039 (the “**Redeveloper**” and, together with the Township, the “**Parties**”).

W I T N E S S E T H :

WHEREAS, the Township is a political subdivision of the State of New Jersey (the “**State**”), located in the County of Essex (the “**County**”); and

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the “**Redevelopment Law**”), authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment; and

WHEREAS, pursuant to the Redevelopment Law, the Township Council (the “**Township Council**”) of the Township of Livingston, in the County of Essex, New Jersey (the “**Township**”) duly adopted Resolution 18-164 on August 28, 2018, authorizing the Planning Board of the Township (the “**Planning Board**”) to undertake a preliminary investigation of properties within the township, identified as Block 3700, Lots 1, 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29 and 30, commonly known as 2-4, 12, 14-16, 20, 22, 24, 26-28 and 38 East Mt. Pleasant Avenue; 21 and 19 Arden Road; and 73, 45 and 19 South Livingston Avenue, respectively (hereinafter the “**Study Area**”), to determine whether the Study Area met the criteria set forth in the Redevelopment Law, specifically N.J.S.A. 40A:12A-5, and should be designated as a non-condemnation area in need of redevelopment; and

WHEREAS, the Planning Board engaged Beacon Planning and Consulting Services, LLC, (the “**Planning Consultant**”) to conduct the investigation and determine whether the Study Area should be designated as a non-condemnation area in need of redevelopment; and

WHEREAS, the Planning Board received from the Planning Consultant a report setting forth the basis for the investigation and a map depicting the Study Area entitled “Area in Need of Redevelopment Investigation for Block 3700 Lots 1-8, 24, 25, and 27-30” dated October 28, 2020 concerning the determination of the Study Area as an area in need of redevelopment (the “**Report**”); and

WHEREAS, on February 16, 2021, the Planning Board, after providing due notice, conducted a public hearing in accordance with the Redevelopment Law, at which hearing it determined that the Study Area qualified as an area in need of redevelopment and recommended

that the Township Council designate the Study Area as an area in need of redevelopment pursuant to the criteria and requirements of the Redevelopment Law; and

WHEREAS, on February 22, 2021, by Resolution No. 21-099, after notice and hearing by the Planning Board in accordance with the provisions of the Redevelopment Law, the Township Council designated the Study Area as a non-condemnation area in need of redevelopment (the “**Redevelopment Area**”); and

WHEREAS, in order to effectuate the redevelopment of the Redevelopment Area, and pursuant to the authority granted under the Redevelopment Law, the Township caused the Planning Consultant to prepare a redevelopment plan for the Redevelopment Area entitled, “45 South Livingston Avenue District Redevelopment Plan”, dated November 2023 (the “**Redevelopment Plan**”); and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, by Ordinance 19-2023 adopted on November 27, 2023, the Township Council adopted the Redevelopment Plan; and

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

WHEREAS, the Redevelopment Law authorizes the redevelopment entity to arrange or contract for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an “area in need of redevelopment” pursuant to *N.J.S.A. 40A:12A-8*; and

WHEREAS, the Redeveloper is the owner of a portion of the Redevelopment Area, specifically, Block 3700, Lots 28, 29, and 30, commonly known as 19 and 45 South Livingston Avenue (the “**Project Site**”) and proposes to construct a four (4) and five (5) story residential building with 226 residential units, of which fourteen (14) units shall be designated as special needs housing (which shall count as 17 bedrooms of affordable housing contained within 14 physical units) and an additional seventeen (17) units shall be designated as affordable housing units (the “**Affordable Housing Units**”), a connected one (1) story retail building of approximately 17,985 square feet, approximately 494 parking spaces, and indoor and outdoor amenities, including but not limited to entertainment lounges, a fitness center, private meeting rooms, a pool with lounge seating, outdoor bar area, grilling stations, and dining areas, together with certain related on-site and off-site improvements (as further described and depicted in **Exhibit B** attached hereto, the “**Project**”); and

WHEREAS, Redeveloper is a developer with resources and a team of experts in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance, and real estate development with experience suitable for the proposed redevelopment of the Project Site; and

WHEREAS, in order to effectuate the Redevelopment Plan, the Project and the redevelopment of the Project Site, the Township has determined to enter into this Agreement with Redeveloper, which Agreement designates Redeveloper as the “redeveloper” of the Project as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Parties with respect to the Project; and

WHEREAS, the Township recognizes the credentials, experience and financial capability of Redeveloper to design and construct the Project.

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

SECTION 1.01. Definitions. In this Redevelopment Agreement, words that are capitalized, and which are not the first word of a sentence, are defined terms. The terms defined in the preambles hereto shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Redevelopment Agreement shall mean:

“**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. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“**Affordable**” means a rent within the means of a very low, low and/or moderate income household as defined in *N.J.S.A. 52:27D-304*.

“**Annual Service Charge**” is defined in Section 3.05(b).

“**Applicable Laws**” means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority which, in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Authority, and/or court of competent jurisdiction that relates to or affects the Parties, the Project Site, the Project, or any portion thereof, the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights under this Redevelopment Agreement, including without limitation, the Redevelopment Plan, the Redevelopment Law, the Municipal Land Use Law, the Local Land and Buildings Law, *N.J.S.A. 40A:12-1 et seq.*, the Long Term Tax Exemption Law, Environmental Laws, the Fair Housing Act of 1985, *N.J.S.A. 52:27D-301 et seq.*, affordable housing regulations, relevant construction codes

including construction codes governing access for people with disabilities, and all other applicable federal, state or local zoning, land use, health and safety laws, ordinances, rules and regulations, and federal and state labor standards or regulations, if any, including but not limited to the Prevailing Wage Law.

“Business Day” means any day of the week except Saturdays, Sundays and federal holidays.

“Certificate of Completion” means a certificate, in the form attached as **Exhibit E**, issued by the Township at such time or times, in its reasonable determination, that the Redeveloper has Completed construction of the Project in accordance with the requirements of this Redevelopment Agreement.

“Certificate of Occupancy” means a temporary or permanent certificate of occupancy as defined in the applicable section of the municipal code of the Township and the applicable provisions of the Uniform Construction Code.

“Commence[ment of] Construction” means the undertaking of any actual physical construction of any portion of the Project, including but not limited to site preparation, environmental remediation, construction of new structures or construction or upgrading of infrastructure.

“Community Benefit Payment” is defined in Section 3.06.

“Comple[t]e, [ed] or [ion]” means with respect to the Project, or any portion thereof, that (a) all work related to the Project, or a portion thereof, has been completed, acquired and/or installed in accordance with this Redevelopment Agreement, the Redevelopment Plan and any amendments thereto, and in compliance with Applicable Laws so that the Project, or any portion thereof that has been completed, may be used and operated under the applicable provisions of this Redevelopment Agreement; (b) all Governmental Approvals required for the Project Site are in full force and effect; and (c) such “Completion” has been evidenced by a written notice provided by the Redeveloper (with respect to the Project, or any portion thereof) in the form of **Exhibit 1** to the form of Certificate of Completion attached hereto as **Exhibit E**.

“Completion Date” means the date that the Certificate of Completion is issued.

“Concept Plan” means the concept plan, architectural design requirements and construction standards for the development of the Project, attached hereto as **Exhibit B**, as may be revised with the Township’s consent.

“Contamination” means the presence of Hazardous Materials in, on, under, over, or emanating from any property in violation of applicable Environmental Laws.

“Control” (including the correlative meanings of the terms “controlled by” and “under common control with” and “controlling”), 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” is defined in the Recitals.

“Declaration” is defined in Section 8.06 hereof and the form of which is attached hereto as **Exhibit D**.

“Deed-Restriction Period” is defined in Section 2.07.

“Default Notice” means such notice to a defaulting Party as defined in Section 11.02.

“Effective Date” is defined in the Preamble.

“Engineering Controls” means any mechanism to contain or stabilize Contamination or to ensure the effectiveness of a Remediation. Engineering Controls may include, without limitation, caps, covers, dikes, trenches, leachate control systems, signs, fences and physical access barriers.

“Environmental Laws” means all federal, state or local laws, ordinances, statutes, codes, rules, regulations, treaty, judgment, orders or decrees or published directive, guideline, requirement or other governmental rule or restriction which has the force of law, by or from a court, arbiter, or other federal, state, county, municipal or regional governmental Seller, agency or other entity of a similar nature, exercising any executive, legislative, judicial, regulatory or administrative function of government, now or hereinafter in effect relating to, or imposing obligations, liabilities, or standards of conduct concerning or otherwise relating to (A) pollution, (B) the protection or regulation of human or animal health or safety, natural resources or the environment, including flora and fauna, (C) the treatment, storage, distribution, use, recycling, transport, handling or disposal of Hazardous Materials, or (D) the generation, manufacture, processing, distribution, emission, discharge, release or threatened release of Hazardous Materials into the environment, including, without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 41 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, as amended (“RCRA”), 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, as amended (“TSCA”), 15 U.S.C. § 2601 et seq.; the New Jersey Spill Compensation and Control Act (the “Spill Act”), as amended, N.J.S.A. 58:10-23.11 et seq.; the New Jersey Industrial Site Recovery Act (“ISRA”), as amended, N.J.S.A. 13:1K-6 et seq.; the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21 et seq.; the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.; the New Jersey Solid Waste Management Act (“SWMA”), N.J.S.A. 13:1E-1 et seq.; the New Jersey Brownfield and Contaminated Site Remediation Act; N.J.S.A. 58:10B-1 et seq.; the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 et. seq.; the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C et seq.; the NJDEP Remediation Standards, N.J.A.C. 7:26D et seq.; the Technical Requirements for Site Remediation, N.J.A.C. 7:26E et seq.; any other applicable state and local environmental laws and regulations promulgated or enforced by any governmental entity

“Escrow Account” is defined in Section 3.03(a).

“Escrow Deposit” is defined in Section 3.03(a).

“Estoppel Certificate” is defined in Section 4.19.

“Event of Default” is defined in Section 11.01.

“Final Site Plan” is defined in Section 7.01(a).

“Final Site Plan Approval” is defined in Section 7.01(a).

“Financial Agreement” is defined in Section 3.05(b).

“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 (whether or not declared); fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; and governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials (*provided* that Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project).

“Foreclosure” is defined in Section 3.09(b).

“Funding Agreement” is defined in Section 3.03(c).

“Governmental Approvals” mean any unappealable approvals, authorizations, permits, licenses and certificates needed from Governmental Authorities having jurisdiction thereof, whether federal, State, County or local, to the extent necessary to implement the Project in accordance with the Redevelopment Plan and this Redevelopment Agreement.

“Governmental Authority” means the federal government, the State, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority or jurisdiction over any part of the permitting, Remediation, construction or operation of the Project or the Project Site or the Infrastructure Improvements, including traffic or road improvements required in connection with the Project or the Project Site, including without limitation the Planning Board and the NJDOT, or pursuant to Environmental Laws including without limitation, the Planning Board and the NJDEP.

“Hazardous Materials” shall mean (a) those substances included within the definition of any one or more of the terms “hazardous materials,” “hazardous wastes,” “hazardous substances,”

“industrial wastes” and “toxic pollutants,” as such terms are defined under the Environmental Laws or any definitions in any comparable state laws, (b) any “hazardous substance” as now or hereafter defined in §101(14) of CERCLA, or any regulations promulgated under CERCLA; (c) any “hazardous waste” as now or hereafter defined in RCRA, or regulations promulgated under RCRA; (iii) any substance regulated by ISRA, the Spill Act, the SWMA, or any regulations promulgated thereunder; (d) any substance regulated by the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; (e) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof, (f) natural gas, synthetic gas and any mixtures thereof, (g) asbestos and/or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, (h) polychlorinated biphenyl (“PCBs”) or PCB-containing materials or fluids, (i) radon, (j) any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (k) any additional substances or materials which are now or hereafter determined, classified or considered to be hazardous, toxic or subject to regulation and that may need to be investigated, monitored, or remediated if present on, under or migrating from the Property pursuant to environmental laws

“**Holder**” is defined in Section 3.07.

“**Impositions**” All taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Project Site or on any of the Project Improvements constructed thereon.

“**Infrastructure Improvements**” shall mean the preparation and installation on, in, under and to the Project Site of any on-site or off-site infrastructure required by the Planning Board as a condition of land use approvals or as may be required by another Governmental Authority, including but not limited to the NJDOT.

“**Institutional Controls**” means a mechanism used to limit human activities at or near a contaminated site, or to ensure the effectiveness of a Remediation over time, when contaminants remain at the contaminated site in levels or concentrations above the applicable remediation standard that would allow unrestricted use of the site. Institutional Controls may include, without limitation, structure, land and natural resource use restrictions, classification exception areas, well restrictions areas and deed notices.

“**Investigations**” shall mean any and all assessments and investigations to determine the environmental condition of the Property or the presence of Hazardous Materials on, beneath or migrating from same, including but not limited to Preliminary Assessment, Site Investigation and/or Remedial Investigation as such terms are defined under *N.J.A.C. 7:26E-1.8*.

“**Long Term Tax Exemption Law**” means *N.J.S.A. 40A:20-1 et seq.*, as amended and supplemented.

“Mortgage” means any security interest, evidenced by a written instrument, encumbering the Property, or any portion thereof, 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.

“Municipal Land Use Law” means *N.J.S.A. 40:55D-1 et seq.*, as amended and supplemented.

“NJDEP” means the New Jersey Department of Environmental Protection.

“NJDOT” means the New Jersey Department of Transportation.

“Party” or **“Parties”** is defined in the Preamble.

“Permitted Transfers” is defined in Section 9.03.

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

“Planning Board” is defined in the Recitals.

“Progress Meetings” is defined in Section 6.01.

“Progress Report” is defined in Section 6.02.

“Project” is defined in the Recitals.

“Project Costs” means the costs of designing, permitting and constructing the Project.

“Project Improvements” mean those buildings, structures, parking, pedestrian plaza, amenities, ancillary facilities or utilities necessitated or reasonably required by the implementation of the Project, including those reasonably required by the Planning Board, which are located inside or outside of the Project Site, including but not limited to all facilities, amenities, on and off-street parking, streetscape improvements, landscaping, fencing, enhancements or improvements required to be made in accordance with the Redevelopment Plan or the terms of Final Site Plan approval to: roadways, to permit or control the flow of traffic; electric power transmission lines; sewer transmission conduits or pipes; water lines or pipes; storm sewers; telephone transmission lines; television cable lines and other utilities.

“Project Schedule” means the schedule for the design, permitting, financing, construction and completion of the Project by the Redeveloper, as set forth in **Exhibit C** hereto.

“Project Site” is defined in the Recitals.

“Project Team” is defined in Section 8.03(b).

“Redeveloper” is defined in the Preamble.

“Redeveloper Covenants” is defined in Section 8.05.

“Redeveloper Event of Default” means, with respect to the Redeveloper, an Event of Default as defined in Section 11.01(a).

“Redevelopment Agreement” or **“Agreement”** means this agreement.

“Redevelopment Area” is defined in the Recitals.

“Redevelopment Law” is defined in the Recitals.

“Redevelopment Plan” is defined in the Recitals.

“Remediate” or **“Remediation”** shall have the meaning set forth in *N.J.A.C. 7:26E-1.8* and include all activities required for environmental cleanup of Hazardous Materials on, beneath or migrating from the Property to the standard required by Environmental Laws

“Section” means a section or subsection of this Redevelopment Agreement.

“State” is defined in the Recitals.

“Term” means that period of time from the Effective Date of this Redevelopment Agreement until the earlier of (i) the Township’s issuance of a Certificate of Completion for the Project; or (ii) this Redevelopment Agreement is terminated in accordance with the terms of this Agreement or pursuant to Applicable Law.

“Third Party” means a Person or entity, including but not limited to a governmental entity, other than (a) the Township; (b) any agent, employee, agency, board, elected official or representative of the Township; (c) Redeveloper; (d) any member, shareholder, partner, officer, representative, employee or agent of Redeveloper; or (e) any entity owned or controlled by, under common control with, or that owns or controls, Redeveloper or any member, shareholder or partner of Redeveloper.

“Township” is defined in the Preamble.

“Township Costs” is defined in Section 3.03(a).

“Township Council” is defined in the Recitals.

“Township Event of Default” means, with respect to the Township, an Event of Default as defined in Section 11.01(b).

“Township Indemnified Parties” means the Township and its officers, elected officials, Affiliates, agents, employees, contractors, boards, departments, officials and consultants and their respective successors and assigns.

“Transfer” is defined in Section 9.02.

“UHAC” means Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1*, et seq., as same may be amended, or any successor laws or regulations.

“Uniform Construction Code” means the Uniform Construction Code, *N.J.A.C. 5:23-1.1 et seq.*, as same may be amended from time to time.

“Unit” means any residential housing unit within the Project, including any Affordable Housing Unit.

“United States Bankruptcy Code” means the United States Bankruptcy Code, 11 § *U.S.C. 101 et seq.*, and the accompanying regulations.

“Utilities” means municipal water, sanitary sewer and storm water facilities and natural gas, electricity, and voice and data transmission facilities.

SECTION 1.02. 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.

(f) Each right of the Township to review or approve any actions, plans, specifications, or other obligations of the Redeveloper hereunder shall be made by the Township official(s) with legal authority to conduct such review or grant such approvals. Any review contemplated by this Redevelopment Agreement shall be made in a timely manner. Upon request of the Redeveloper, the Township shall inform the Redeveloper of all officials with the required authority.

(g) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than thirty (30) days, unless the context dictates otherwise.

(h) All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

(i) Each right or obligation of a Party to review or approve any actions, plans, specifications, or other obligations hereunder shall be made by a Person with legal authority to conduct such review or grant such approvals. Any review contemplated by this Agreement shall be made in a prompt and timely manner.

(j) Unless otherwise indicated, any “fees and expenses” shall be required to be actual, out of pocket, customary and reasonable.

(k) Any reference to Applicable Laws shall be read to mean as the Applicable Laws, as may be amended from time to time.

ARTICLE II

THE REDEVELOPMENT PROJECT

SECTION 2.01 Purpose. The purpose of this Redevelopment Agreement is to set forth the respective rights, obligations, conditions and agreements of the Township and Redeveloper during the Term in connection with the development of the Project Site by the Redeveloper.

SECTION 2.02 Designation of Redeveloper. The Township hereby designates Redeveloper as the exclusive redeveloper of the Project Site in accordance with the Redevelopment Law. The Redeveloper shall have the exclusive right to redevelop and implement the Project on the Project Site in accordance with the terms and conditions of this Redevelopment Agreement.

SECTION 2.03 The Project. Unless otherwise agreed to in writing by the Township in its sole and absolute discretion, the Project shall be designed and constructed in accordance and conformance with the Concept Plan, the Redevelopment Plan, this Redevelopment Agreement, all Governmental Approvals and Applicable Law.

SECTION 2.04 Grant of Easements. Redeveloper agrees to undertake the appropriate commercially reasonable measures to negotiate with, acquire, relocate or otherwise address the existence of any utilities and easements on the Project Site in order to complete the Project as provided by this Redevelopment Agreement. Redeveloper acknowledges that there are existing easements that benefit the Township located within the Redevelopment Area, including, but not limited to, drainage, utility, and sewer easements. That portion of the Project Site containing the existing sanitary sewer easement shall continue to be subject to an easement in favor of the Township, which may be relocated with the consent of the Township, which consent shall not be unreasonably withheld. The terms of this Section 2.04 shall survive the issuance of the Certificate of Completion. Each Party shall grant to the other such other temporary and/or permanent easements which are necessary for access and for the proper functioning of utility and drainage systems, for access and parking, and for roadway access, and as are otherwise necessary to facilitate construction and operation of the Project as contemplated by the Governmental Approvals.

SECTION 2.05. Infrastructure Improvements.

(a) Redeveloper acknowledges that Infrastructure Improvements will be required in connection with the Project and agrees that it is its sole responsibility to undertake the construction thereof, subject to the terms hereof. Redeveloper will design and construct the Infrastructure Improvements in a good and workmanlike manner and materially in accordance with all Applicable Laws. Redeveloper shall be responsible for providing, at Redeveloper's sole cost and expense, all sidewalks, curbs, streetscape improvements, ornamental street lights, street trees, brick paver sidewalks, brick paver crosswalks, bicycle racks, trash receptacles and benches, street lighting, and on- and off-site traffic controls and road improvements, for the Project or required as a result of the impacts of the Project, all to the extent required pursuant to the Final Site Plan Approval. Final Site Plan Approval may be conditioned upon other reasonable on-site and off-site improvements specific to the Project, consistent with the authority of the Planning Board and consistent with the Municipal Land Use Law. Redeveloper agrees to provide performance and maintenance bonds as required by the Planning Board, consistent with the authority of the Planning Board under the Municipal Land Use Law. The Township makes no representation that the necessary infrastructure to support the Project exists at the Project Site; any infrastructure needed for the Project is to be constructed at Redeveloper's sole cost and expense.

(b) All Infrastructure Improvements shall be completed: (i) prior to the issuance of the first Certificate of Occupancy for the Project; or (ii) at such later time as may be approved at the reasonable discretion of the Township Engineer.

SECTION 2.06. Affordable Housing Obligation. (a) Redeveloper shall construct the Affordable Housing Units in conformity with all applicable affordable housing regulations and all other Applicable Laws.

(b) The requirement to construct the Affordable Housing Units and the construction thereof will be tracked on an ongoing basis as Governmental Approvals are obtained and construction of the Project is implemented. The Redeveloper shall have an obligation to deed

restrict the Affordable Housing Units as very low, low and moderate income Affordable Housing Units for a period of thirty (30) years (the “**Deed-Restriction Period**”). The deed restriction shall be provided to the Township for its review for compliance with the applicable affordable housing regulations, and this Redevelopment Agreement prior to recordation. Redeveloper’s obligation includes, but is not limited to, very low, low and moderate income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements, all as set forth in the affordable housing regulations, UHAC and as further described herein.

(c) The Redeveloper shall contract with an experienced and qualified administrative agent (“**Affordable Housing Administrator**”) approved by the Township (which approval shall not be unreasonably withheld, conditioned or delayed), for the administration of the Affordable Housing Units. The Affordable Housing Administrator shall have the obligation to pay all costs associated with properly deed restricting the Affordable Housing Units in accordance with UHAC and other Applicable Laws for the Deed-Restriction Period. The designated Affordable Housing Administrator shall be responsible to affirmatively market, administer, certify the occupant of each Affordable Housing Unit and otherwise comply with all UHAC provisions to assure that all Affordable Housing Units remain creditworthy for purposes of satisfying the Township’s affordable housing obligations now or in the future. The Affordable Housing Administrator shall provide the Township and its administrative agent any information necessary for any affordable housing monitoring and certification requirements imposed by Applicable Law, and will provide, within thirty (30) days of written request from the Township, detailed information to the Township concerning Redeveloper’s compliance with UHAC and other Applicable Law.

SECTION 2.07. Energy Efficient Components. The Redeveloper shall use reasonable efforts to incorporate energy efficient and sustainable design components and building materials throughout the Project in accordance with the Redevelopment Plan and the U.S. Green Building Council guidelines.

SECTION 2.08. Charging Stations. There shall be a minimum of two (2) electric car charging stations on the Project Site.

SECTION 2.09. Energy Efficient Components. The Redeveloper shall use reasonable efforts to incorporate energy efficient and sustainable design components and building materials throughout the Project in accordance with the Redevelopment Plan and the U.S. Green Building Council guidelines.

ARTICLE III **PROJECT FINANCING AND MORTGAGE FINANCING**

SECTION 3.01. Redeveloper’s Financial Commitment. Redeveloper represents that it will use commercially reasonable efforts to obtain and commit the requisite equity and debt financing in order to finance the Project.

SECTION 3.02. Project Costs. All costs of implementing this Redevelopment Agreement and completing the Project, including Township Costs as specified in Section 3.03 hereof, are the sole responsibility of the Redeveloper, not the Township.

SECTION 3.03. Payment of Township Costs. Redeveloper agrees that simultaneously with the execution of this Redevelopment Agreement:

(a) Redeveloper shall establish with the Township a non-interest bearing escrow account (the “**Escrow Account**”) having an initial balance of Twenty-Five Thousand Dollars (\$25,000.00) (the “**Escrow Deposit**”) to reimburse the Township for (i) all reasonable outside professional and consultant fees, out of pocket costs or expenses incurred by the Township arising out of or in connection with the preparation, performance, or administration of this Redevelopment Agreement or arising out of or in connection with the Project, after the date of this Redevelopment Agreement; (ii) subject to Redeveloper’s termination rights pursuant to Section 11.01 herein, litigation costs arising out of or in connection with a dispute with a Third Party (but not the Redeveloper) with respect to this Redevelopment Agreement or the Project; and (iii) any other out of pocket fee, cost or expense reasonably incurred by the Township, after the date of this Redevelopment Agreement, to satisfy its obligations under this Redevelopment 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 Municipal Land Use Law (the “**Township Costs**”). Redeveloper shall not be required to fund the cost of litigation in connection with the defense of the Planning Board or Township in the event of a denial of the site plan application.

(b) Redeveloper shall replenish the Escrow Account in the event that the balance drops below Five Thousand Dollars (\$5,000.00) such that the replenished Escrow Account balance shall not be less than Twenty Thousand Dollars (\$20,000.00). Funds in the Escrow Account will be applied to the payment or reimbursement of the Township Costs as provided in this Redevelopment Agreement, including costs that were incurred prior to the date hereof in accordance with the terms of this Section 3.03. As of the Completion Date, as evidenced by the issuance of the Certificate of Completion, or upon termination of this Redevelopment Agreement, except in the event of a termination caused by a Redeveloper Event of Default, any money remaining in the Escrow Account shall be disbursed to the Redeveloper within sixty (60) days after issuance of the Certificate of Completion or the termination of this Redevelopment Agreement and the terms of this Section 3.03 shall survive the issuance of the Certificate of Completion or termination of this Redevelopment Agreement for such sixty (60) day period. Notwithstanding anything to the contrary contained herein, if the Township retains a different professional or consultant in the place of any professional originally responsible for any aspect of the Project, the Township shall be responsible for all time and expenses of the new professional to become familiar with the Project and the Township shall not bill Redeveloper or charge the escrow account for any such services.

(c) The Parties make reference to the escrow payment of Twenty-Five Thousand Dollars (\$25,000.00) made pursuant to the Funding Agreement with an effective date of June 11, 2021 (the “**Funding Agreement**”), which established an escrow account to pay certain costs of

the Township prior to the date of this Redevelopment Agreement. To the extent there is any balance in that escrow account as of the Effective Date, such balance shall be transferred to the Escrow Account and shall be credited against the initial required balance set forth above. To the extent there is a deficiency in that escrow account to pay for such costs incurred prior to the date of this Redevelopment Agreement that are required to be paid in accordance with the terms of the Funding Agreement, then such costs shall be paid from the funds in the Escrow Account in accordance with the terms hereof. The Funding Agreement is hereby terminated.

(d) The Redeveloper may dispute the propriety or reasonableness of Township Costs paid out of the Escrow Account by written notice to the Township. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within thirty (30) days after the Redeveloper's receipt of the informational copy of the professional's voucher, invoice, statement or bill, except that if the professional has not supplied the Redeveloper with an informational copy of the voucher, invoice, statement or bill. Failure to dispute a charge in writing within the prescribed time shall constitute the Redeveloper's acceptance of the charge and a waiver by the Redeveloper of all objections to the charge and to payment thereof out of the Escrow Account. The terms of this Section shall survive termination of this Agreement. If the Township and the Redeveloper cannot agree on the resolution of a disputed charge, the Parties agree to arbitrate the matter, with a retired judge mutually agreeable to the Parties acting as arbitrator. During the pendency of a dispute, the Township shall not pay the disputed charges out of the Escrow Account, but may continue to pay undisputed charges out of the Escrow Account.

SECTION 3.04. Governmental Approval Fees. The Redeveloper will pay all fees for permits required by any Governmental Authority for the construction and development of the Project. The Redeveloper shall pay all other permit fees, which include any permit fees payable by the Township or the Redeveloper to all required Governmental Authorities other than the Township, or for which the Township is required to reimburse other Governmental Authorities or is required to pay other Third Party contractors retained by or on behalf of the Township to perform services that the Township would otherwise be required to perform itself. Fees payable to the Township hereunder shall be imposed in accordance with standard fees provided in the Township's municipal code.

SECTION 3.05. Project Financing. (a) The Redeveloper shall obtain and provide the Township with written evidence of financing, including conventional financing, sufficient equity capital and other funding sources necessary to fund the Project budget as further required by this Article III.

(b) The Redeveloper is an urban renewal entity formed in accordance with the Long Term Tax Exemption Law. The Parties intend to enter into a financial agreement (the "**Financial Agreement**") which shall include provision for a long-term tax exemption for the Project and the payment by the Redeveloper (or its successors and/or assigns) of an annual service charge ("**Annual Service Charge**") all in accordance with the Long Term Tax Exemption Law. Upon submission of an application for a long-term tax exemption for the Project by the Redeveloper, the Parties agree to work in good faith to negotiate and execute the Financial Agreement.

SECTION 3.06. Community Benefits. The Project shall create a number of public benefits which are expected to the local community. In addition, in order to defray the costs of the Township in connection with the implementation of this Agreement and other public improvements that are advantageous to the Project, and mitigate Project impacts on the surrounding community, the Redeveloper shall provide a financial contribution to the Township in the total amount of Five Hundred Thousand Dollars (\$500,000.00) (the “**Community Benefit Payment**”). The Township and the Redeveloper agree that the Community Benefit Payment is to be utilized by the Township for a public purpose, as determined by the Township and its professionals and in accordance with Applicable Laws. Specifically, the Community Benefit Payment may be used to defray the costs and contribute to other infrastructure improvements and other public purposes related to the Redevelopment Plan and this Agreement. The Redeveloper shall make the Community Benefit Payment prior to the issuance of any Certificate of Occupancy for the Project.

SECTION 3.07. Mortgage Financing. (a) Neither the Redeveloper nor any successor in interest to the Project, or any part thereof, shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental Impositions) to be made or attach to the Project, in excess of ninety percent (90%) of Project Costs, except as may be approved by the Township (which approval shall not be unreasonably withheld, conditioned or delayed) for the purpose of obtaining funds in connection with the construction of the Project. The Redeveloper, or its successor in interest, shall notify the Township in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project, or any part thereof (the mortgagee thereunder, a “**Holder**”) and, in any event, the Redeveloper shall promptly notify the Township of any encumbrance or lien (other than liens for governmental Impositions) that has been created on or attached to any portion of the Project, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same.

(b) If the Holder reasonably requires any change(s) or modification(s) to the terms of this Redevelopment Agreement, the Township shall reasonably cooperate with the Holder 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 Township, as provided in this Redevelopment Agreement.

(c) To the extent reasonably requested by the Redeveloper, the Township shall execute such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Township) as may be requested or required by any Holder (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 Township under this Redevelopment Agreement.

(d) 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, then, prior to Commencement of Construction, Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Township.

(e) If this Redevelopment Agreement is terminated pursuant to the terms of this Section 3.06 then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing until the date of such termination, this Redevelopment Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect, the balance of the Escrow Account shall be returned to Redeveloper, and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder with regard to this section.

SECTION 3.08. Notice of Default to the Redeveloper and Right to Cure. Whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Holder a copy of such notice or demand, provided that the Redeveloper has delivered to the Township a written notice of the name and address of such Holder. Each such Holder shall (insofar as the rights of the Township are concerned) have 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 Township shall not seek to enforce any of its remedies under this Redevelopment Agreement during the period in which any such Holder is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If possession of the Project Site is necessary to cure any default or breach, any Holder will be allowed to complete any proceedings required to obtain possession of the Project Site.

SECTION 3.09. No Guarantee of Construction or Completion by Holder. (a) A Holder 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 to obligate a Holder. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made) without the Holder or an Affiliate of Holder first having expressly assumed the Redeveloper's obligations to the Township with respect to the Project by written agreement reasonably satisfactory to the Township.

(b) If a Holder forecloses its mortgage secured by the Redeveloper's interest in the Project Site (in its name or the name of an Affiliate) by deed in lieu of foreclosure or similar transaction (collectively, a "**Foreclosure**"), the Holder or its Affiliate shall have the option to either (i) assign the Redeveloper's interest in the Project Site, as applicable, to a responsible Person reasonably acceptable to the Township, which Person shall assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) itself, or its Affiliate, assume the obligations of the Redeveloper under this Redevelopment

Agreement in accordance with Applicable Law. In the event of a Foreclosure and provided the Holder or the assignee of the Redeveloper's interest in the Project Site is in compliance with this Redevelopment Agreement, the Township shall not seek to enforce against the Holder or assignee of the Redeveloper's interest in the Project Site any of the remedies available to the Township pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. The Holder, or the entity assuming the obligations of the Redeveloper as to the interest affected by such Foreclosure or assignment, in that event must agree to complete the Project in accordance with the terms of this Redevelopment Agreement, but subject to reasonable extensions of the Project Schedule, and shall submit evidence reasonably satisfactory to the Township that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder, or other entity assuming such obligations of the Redeveloper, properly completing the Project shall be entitled, upon written request made to the Township, to Certificates of Completion. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other entity assuming such obligations of the Redeveloper, to devote the Project Site, 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 Holder or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Project Site or Project in accordance herewith.

ARTICLE IV

CONSTRUCTION OF PROJECT

SECTION 4.01. Scope of Undertaking. Except as expressly provided herein, the services and responsibilities undertaken by the Redeveloper hereunder include all aspects of the design, development, and construction of the Project, including without limitation, all design, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all physical work required in connection with the Project, arrangement for interim and final inspections and any other actions required to satisfy the requirements of any applicable Governmental Approvals, the administration, operation and management, or contracting for the administration, operation and management of the Project and all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing, all at the sole cost and liability of the Redeveloper. Construction practices and hours shall be in accordance with Township Ordinances, which are available at the Township Building Department or through the Township Clerk. Redeveloper may, in writing, request authorization from the Township Engineer to undertake construction activities outside of the regular hours established by ordinance, and the Township Engineer shall promptly review and consider this request, if made, and provide a written decision thereon.

SECTION 4.02. Project Schedule. Redeveloper will diligently implement and Complete the Project in accordance with the Project Schedule, subject to the terms of this Redevelopment Agreement and subject only to relief resulting from events of Force Majeure. The Parties agree and acknowledge that adherence to the Project Schedule is of the essence in this Redevelopment Agreement. Notwithstanding the Project Schedule, Redeveloper may attempt to implement each task whenever possible earlier than the dates set forth for such tasks in the Project Schedule.

SECTION 4.03. Commencement of Redevelopment Project. Redeveloper agrees that Commencement of Construction shall occur in accordance with the Project Schedule and shall progress in accordance with the time frames set forth in the Project Schedule. After Commencement of Construction, Redeveloper will thereafter diligently and continuously prosecute construction of the Project to completion in accordance with the Project Schedule.

SECTION 4.04. Modification of Project Schedule. In the event that the Redeveloper is unable, for reasonable cause, to comply with any time frame set forth on the Project Schedule, the Redeveloper shall provide written notice to the Township at least thirty (30) days prior to such date (or such lesser period of time as the circumstances may require), setting forth in reasonable detail (a) the reason for the failure to satisfy the required tasks necessary to comply with the Project Schedule; (b) the Redeveloper's proposed actions to remedy any delay; and (c) the Redeveloper's proposal for revising the Project Schedule. In such event the Township may consent to the modification of the Project Schedule, such consent not to be unreasonably withheld or delayed. The Township's approval of any such extension shall not limit in any manner the rights of the Township or diminish the obligations of the Redeveloper with respect to the Project under this Redevelopment Agreement. If the Township does not so consent and Redeveloper fails to meet the Project Schedule, then Redeveloper shall be in default hereunder unless such failure is otherwise excused pursuant to the provisions of this Agreement. The Township Manager may, without the prior approval of the Township Council, authorize a 30-day extension of any timeframe in the Project Schedule, for reasonable cause shown.

SECTION 4.05. Suspension of Construction. Redeveloper shall not suspend or discontinue the performance of its obligations under this Redevelopment Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project, except for the occurrence of an event of Force Majeure, as set forth in Section 11.07. If Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of one hundred twenty (120) consecutive days for reasons other than an event of Force Majeure, and the suspension or abandonment is not cured, remedied or explained to the satisfaction of the Township, in its sole discretion, in writing within fifteen (15) calendar days after written demand by the Township to do so, then such shall constitute an Event of Default by Redeveloper under this Redevelopment Agreement and the Township shall have the right to seek any remedies pursuant of this Redevelopment Agreement.

SECTION 4.06. Certificates of Occupancy and Certificate of Completion.

(a) **Certificate of Occupancy.** Upon Completion of the construction of the Project, in accordance with the Governmental Approvals and ordinances and regulations of the Township, Redeveloper may apply to the Township for a Temporary or Final Certificate of Occupancy for the Project, or any portion thereof, as applicable. The date when Redeveloper has achieved the Completion of the Project (a "**Completion Date**") shall be the date Redeveloper has obtained a Final Certificate of Occupancy for all of the Project Improvements related to the Project.

(b) Certificate of Completion. Upon Completion of the entire Project, for purposes of releasing the restrictions referenced in this Redevelopment Agreement, and under the Applicable Law, the Township shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Redevelopment Agreement and has Completed construction of the Project in accordance with the requirements of the Applicable Law, the Redevelopment Plan and this Redevelopment Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Redevelopment Agreement and in the Redevelopment Plan with respect to Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion the agreements, restrictions, and covenants set forth in this Agreement shall cease and terminate, except for those covenants and restrictions set forth in Article VIII which shall survive in accordance with the terms of Article VIII for the Project. If the Township shall fail or refuse to provide the Certificate of Completion within thirty (30) days after written request by Redeveloper, the Township shall provide to Redeveloper a written statement setting forth in detail the respects in which it believes that Redeveloper has failed to Complete the Project, or portion thereof, in accordance with the provisions of this Redevelopment Agreement or otherwise has committed an Event of Default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, Redeveloper may record it in the Essex County Clerk's office.

SECTION 4.07. Nondiscrimination During Construction; Equal Opportunity. The Redeveloper for itself and its successors and assigns agrees that in the construction of the Project:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference, sexual orientation or gender. The Redeveloper will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference, sexual orientation, or gender. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, ancestry, physical handicap age, marital status, affectional preference, sexual orientation or gender.

(c) The Redeveloper will cause the foregoing provisions to be inserted in all contracts for any work covered by this Redevelopment Agreement so that such provisions will be binding upon each contractor and subcontractor.

SECTION 4.08. First Source Employment. Redeveloper shall make good faith efforts and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts, to employ Township residents and patronize Township businesses if possible in the implementation and construction of the Project, on economically competitive terms and consistent with the Project budget. Redeveloper shall notify local residents of the pendency of the Project by way of advertisements or articles in local publications, which shall contain contact information in the event any local residents or businesses wish to apply or bid for work connected to the Project.

SECTION 4.09. Preconstruction Meeting. There shall be a preconstruction meeting held at least seven (7) days prior to the Commencement of Construction, which meeting shall include the Township Construction Official, the Township Engineer, a representative from the Township Police Department, a representative from the Township Fire Department and representatives from the various utility companies.

SECTION 4.10. Construction Site. The Township acknowledges that for safety reasons, the sidewalks adjacent to the Project Site may need to be closed from time to time during construction of the Project. Notwithstanding the foregoing, Redeveloper will provide appropriate signage and crosswalks to ensure the continued flow of pedestrian traffic. Redeveloper shall supply to the Township Building Department plans and specifications providing for pedestrian safety at and across the Project Site as applicable. The Redeveloper shall keep the sidewalks abutting the Project Site clean and free of debris, ice and snow during the construction of the Project.

SECTION 4.11. Project Site Parking. The Redeveloper shall make arrangements with the Township Construction Official and the Township 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 Township 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.

SECTION 4.12. Maintenance of Project Site. Following Commencement of Construction, the Redeveloper will maintain all areas of the Project Site including the buildings, parking areas, landscaping, streetscaping, sidewalks, trash collection and receptacles. The Project Site will be cleaned on a regular basis by Redeveloper; provided, however, that Redeveloper agrees to clean up the Project Site within twenty-four (24) hours of a specific, reasonable request by the Township that Redeveloper do so or the close of the following Business Day, whichever is later. Ordinary construction equipment, materials and debris are allowed on the Project Site during construction. Should Redeveloper fail to comply with this obligation, the Township 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.

SECTION 4.13. Relocation of Utilities. The Redeveloper acknowledges the presence of certain existing utility structures, including but not limited to, electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines and other Utilities, and that providers of Utilities may have certain

rights with respect to the Project Site and may own certain facilities located therein. The Redeveloper agrees that it shall be solely responsible for undertaking appropriate measures to negotiate, acquire, relocate or otherwise address the existence of these Utilities and improvements and easements therefor, in order to complete construction of the Project, as provided by this Redevelopment Agreement. To the extent reasonably requested by the Redeveloper, the Township shall cooperate in facilitating the installation and/or relocation of any such affected Utilities.

SECTION 4.14. Standards of Construction. Without limitation, all work on the Project shall be performed in a good and workmanlike manner, with the materials called for under the Governmental Approvals being of such quality as is required by such approvals.

SECTION 4.15. Compliance with Applicable Law. The Project and all materials, fixtures and equipment used or installed in connection therewith shall be in full compliance with all Applicable Laws, subject to any waivers, variances, deviations, exceptions or similar approval granted in accordance with Applicable Law.

SECTION 4.16. Delivery of Consultants' Reports. At the Township's reasonable request, Redeveloper agrees to promptly deliver to the Township one electronic copy of every survey, report, analysis, test result and other written report or document prepared for Redeveloper by any Third Party consultant with respect to any property in the Project Site, including, but not limited to, wetlands investigations, environmental assessments, soil tests, surveys, title commitments, engineering analyses, utility capacity analyses and the like, all reports and other documents to be delivered without representation or warranty. This paragraph shall not apply to any proprietary information not reasonably related to any site condition or investigation.

SECTION 4.17. Cooperation. The Parties shall fully cooperate with each other as necessary to effectuate the Project, including entering into additional agreements that may be required; provided however, that such actions and/or agreements shall not result in a material increase or decrease in the Township's and the Redeveloper's respective rights, obligations and liabilities hereunder.

SECTION 4.18. Estoppel Certificates. Within fourteen (14) days following written request by a Party hereto, or of any Holder, purchaser, tenant or other party having an interest in the Project Site, the other Party shall issue a signed certificate ("**Estoppel Certificate**") stating that (i) this Redevelopment Agreement is in full force and effect and (ii) there is no default or breach under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in a default or breach under this Redevelopment Agreement), or stating the nature of the default or breach or event, if any. In the event the Estoppel Certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured.

ARTICLE V **ENVIRONMENTAL MATTERS**

SECTION 5.01. Environmental Obligations and Indemnification. The Parties hereby expressly acknowledge that the Township has made no representation as to the environmental

condition of any part of the Project Site. The Parties further expressly acknowledge and agree that to the extent any portion of the Project Site requires Remediation, or causes any other property to require Remediation, the Township shall have no responsibility therefor. The Parties expressly agree and acknowledge that 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 Site, and that the Township has no obligation or liability whatsoever with respect to the environmental condition of the Project Site, or any other parcels which may claim Contamination arising from the Project Site. Redeveloper shall defend, protect, indemnify and hold harmless the Township 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 Site, including, without limitation, claims against the Township and its agents by any Third Party.

ARTICLE VI **PROJECT OVERSIGHT**

SECTION 6.01. Progress Meetings. The Parties agree to attend and participate in monthly progress meetings (“**Progress Meetings**”) to report on the status of the Project and to review the progress under the Project Schedule. Progress Meetings may be held more or less frequently at the reasonable request of the Township. The Township shall give the Redeveloper seven (7) days’ advance written notice of any additional meetings. The Progress Meetings shall be held in Township Hall. Prior to the meeting, representatives of the Township may visit the Project Site to inspect the progress of the work on the Project, in accordance with Section 6.03. Redeveloper shall prepare the agenda for the progress meeting in advance of the meeting (which shall include, *inter alia*, any agenda items reasonably requested by the Township) and shall provide information to the Township at the meetings regarding the Project progress including but not limited to, Governmental Approval submissions, financial commitments, construction of the Project, compliance with the Redevelopment Plan and activities concerning marketing and leasing, if applicable. At the Progress Meetings, this information will be evaluated by the Township to determine compliance with the terms and conditions of this Redevelopment Agreement and the Project Schedule. The Township shall have the right at all reasonable times to inspect the construction contracts, financing commitments and agreements, books and records pertinent to the construction contracts, insurance policies, and such other agreements of the Redeveloper which are pertinent to the purposes of this Redevelopment Agreement and to the Progress Meetings in order to ensure Completion of the Project in accordance with the Project Schedule, provided, however, Redeveloper shall have the right to withhold from the Township’s review, any materials that Redeveloper reasonably deems to be confidential and proprietary in nature. The Parties’ failure to participate in Progress Meetings, unless a request by one Party is refused by the other, shall not constitute a default under this Agreement.

SECTION 6.02. Progress Reports. Commencing on the first day of the second month after the Effective Date, Redeveloper shall, at the Township’s request, submit to the Township a quarterly written progress report (each, a “**Progress Report**”), which shall include a detailed timetable for construction and Completion of the Project, description of activities completed, the activities to be undertaken prior to the next quarterly progress report, the status of all Governmental Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance

of other activities and completion dates in the Project Schedule, and an explanation of corrective action taken or proposed.

SECTION 6.03. Access to Project Site. Upon reasonable advance written notice (except for Township construction code officials, fire officials, public safety personnel and the like performing their duties in the ordinary course, who shall not be obligated to provide advance written notice), the Township and its authorized representatives shall have the right to enter the Project Site to inspect the site and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement. Such entrance shall be for informational purposes and shall not relieve Redeveloper of its obligation to implement the Project in accordance with this Redevelopment Agreement. In no event shall the Township's inspection of the Project be deemed acceptance of the work or be deemed to waive any right the Township has under this Redevelopment Agreement. Any such entry shall be subject to reasonable restrictions by Redeveloper typical of an active construction site and any persons present at the Project Site shall comply with all applicable health and safety rules established by the Redeveloper or the general contractor for personnel present on the Project Site. Such measures may include a need to be accompanied by Project personnel when visiting the Project Site. The Township acknowledges that the Project Site will be an active construction site and that the Redeveloper shall not be liable or responsible to the Township or its employees or agents for injury to person or property sustained in connection with any such inspection, except to the extent that the Redeveloper violates the standard of due care owed to invitees.

ARTICLE VII

APPLICATIONS FOR GOVERNMENTAL APPROVALS

SECTION 7.01. Applications for Governmental Approvals. (a) The Redeveloper (at its sole cost and expense) shall apply for and obtain all Governmental Approvals necessary to construct and use the Project including but not limited to all applications and supporting documents (each a "**Final Site Plan**") as shall be required to obtain approval of the Final Site Plan for the Project (each a "**Final Site Plan Approval**"), by the Planning Board in accordance with ordinances of the Township and the Municipal Land Use Law.

(b) The Redeveloper shall provide the Township with a copy of each application for Governmental Approvals at such time as such applications are submitted.

(c) The Redeveloper shall provide the Township with a copy of each Governmental Approval received by the Redeveloper with respect to the Project.

(d) No Governmental Approval shall be deemed "final" until (i) the time for all appeals has run without the filing of an appeal or (ii) in the event an appeal is filed, all such appeal(s) have been resolved fully in favor of the Project and/or Redeveloper and the time for filing any further appeal has expired without the filing of any such appeals.

SECTION 7.02. Township Cooperation. 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), the

Township 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 Township board, body or department, as applicable. The Township shall provide its support and assistance to the Redeveloper in its efforts to obtain any Governmental Approvals.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 8.01. Representations and Warranties by the Redeveloper. The Redeveloper hereby represents and warrants the following to the Township for the purpose of inducing the Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Redeveloper is a limited liability company organized under the laws of the State of New Jersey and is in good standing under the laws of the State of New Jersey and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Redevelopment Agreement.

(b) The Redeveloper, or its Affiliate, is the contract purchaser of the Project Site and will be the owner of the Project Site prior to the commencement of construction.

(c) The Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(d) This Redevelopment Agreement has been duly authorized, executed and delivered by the Redeveloper; and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

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

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

(g) No indictment has been returned against any member of the Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement or otherwise.

(h) 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.

(i) There is no action, proceeding or investigation now pending or threatened, nor any basis therefor, 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 them pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in its property, assets, liabilities or condition or which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement.

(j) All materials and documentation submitted by the Redeveloper and its agents to the Township and its agents were, to the best of Redeveloper's knowledge, at the time of such submission, and as of the Effective Date, materially accurate, and the Redeveloper shall continue to inform the Township of any material and adverse changes in the documentation submitted. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement. The Parties acknowledge that plan revisions submitted in connection with the Redeveloper's Planning Board application are not subject to this paragraph.

(k) Subject to obtaining construction financing, the Redeveloper is financially and technically capable undertaking and fulfilling its obligations under this Redevelopment Agreement.

(l) Redeveloper has the necessary expertise, qualifications, staff and resources to undertake and fulfill the obligations hereunder.

(m) The cost and financing of the Project is the responsibility of the Redeveloper, pursuant to the Redevelopment Plan, financial agreement between the Township and Redeveloper, and this Redevelopment Agreement. The Township shall not be responsible for any cost whatsoever in respect to same.

(n) The ownership structure of the Redeveloper is set forth in **Exhibit F**. The Redeveloper shall, at such times as the Township may reasonably request, furnish the Township with a complete statement subscribed and sworn to by the managing member of the Redeveloper, setting forth all ownership interests in the Redeveloper greater than ten percent (10%), or other owners of equity interests of the Redeveloper greater than ten percent (10%) and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper greater than ten percent (10%), their names and the extent of such interest.

(o) Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Township for any property situated in the Township.

If reasonably requested by the Township, the Redeveloper shall reaffirm the representations and warranties set forth in this Section 8.01.

SECTION 8.02. Representations and Warranties by the Township. The Township hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The designation of the Project Site and the adoption of the Redevelopment Plan were done in conformance with the Redevelopment Law.

(b) The Township is a municipal corporation, duly organized and existing under the laws of the State and has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(c) This Redevelopment Agreement has been duly authorized, executed and delivered by the Township and is valid and legally binding upon the Township 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 notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(d) To the best of the Township's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefor, 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 Township pursuant to the Redevelopment Plan or Redevelopment Agreement.

SECTION 8.03. Delivery of Documents by the Redeveloper. The Redeveloper agrees to deliver the following fully executed collateral documents simultaneously with the execution of this Redevelopment Agreement and the Township hereby acknowledges the receipt of such documents:

(a) Certified copies of the certificate of formation and certificate of good standing of the Redeveloper.

(b) A comprehensive list of the names, addresses, email addresses and telephone numbers of all individuals who will comprise the Redeveloper's "**Project Team**" including, but not limited to, those individuals who will be directly responsible for managing the Project's design, approvals and construction. The Redeveloper shall provide notice to the Township of any changes in the representatives on the Project Team.

SECTION 8.04. Mutual Representations. (a) The Township and the Redeveloper agree that the Project will be governed by this Redevelopment Agreement, the Redevelopment Plan and all Applicable Law.

(b) In the event that any contractual provisions that are required by Applicable Law have been omitted, the Township and the Redeveloper agree that this Redevelopment Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Redevelopment Agreement.

SECTION 8.05. Redeveloper Covenants. The following covenants and restrictions are imposed upon the Redeveloper, its successors and assigns subject to the terms hereof, and except as explicitly provided herein, including Section 8.07 below (collectively, “**Redeveloper Covenants**”):

(a) The Redeveloper shall construct the Project in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, Governmental Approvals and all other Applicable Laws.

(b) The Redeveloper shall use commercially reasonable efforts to (i) obtain financing for the Project; (ii) construct and develop the Project with due diligence; and (iii) commence and complete each item in the Project Schedule on or prior to the applicable date set forth in the Project Schedule and, for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period. All activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by reputable developers of similar developments of the character, scope and composition of the Project.

(c) The Redeveloper shall use diligent efforts to obtain all Government Approvals necessary for the construction and development of the Project. The Redeveloper shall construct, improve, operate and maintain the Project in compliance with all Governmental Approvals, and other laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder as shall be binding upon the Redeveloper under Applicable Laws.

(d) The Redeveloper shall fulfill its material obligations under any and all agreements it enters into with Third Parties with respect to the acquisition, construction, leasing, financing and other matters relating to the Project; provided, however, that this covenant is not intended to prevent the Redeveloper from contesting the scope or nature of such obligations as and to the extent provided in such agreements.

(e) The Redeveloper acknowledges that the Township has relied on the Project Schedule in entering into its obligations under this Redevelopment Agreement. The Redeveloper shall use commercially reasonable efforts to Complete the Project or cause same to be Completed, on or prior to the date set forth in the Project Schedule at its sole cost and expense; provided, however, that the Parties acknowledge that moneys may be made available towards the Completion of same from other outside sources. In the event that moneys made available pursuant to any outside source are not sufficient to pay the costs necessary to Complete the Project, the Redeveloper shall not be entitled to any funds from the Township.

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

(g) Upon Completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(h) In connection with its use or occupancy of the Project, Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, physical handicap, sexual orientation, gender, affectional preference, marital status or familial status, and 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, physical handicap, sexual orientation, gender, affectional preference, marital status or familial status. Notwithstanding same, this Agreement shall in no way limit the Redeveloper from restricting the use, occupancy and availability of its product to eligible residents aged 55 years and older to the extent permitted by law. The terms of this Section 8.05(h) shall survive the issuance of the Certificate of Completion.

(i) The Redeveloper shall immediately notify the Township of any material change in its financial condition from the information provided to the Township by the Redeveloper indicating the Redeveloper's financial capability to develop, finance and construct the Project in furtherance of the Township's consideration in designating the Redeveloper as the redeveloper of the Project Site.

(j) The Redeveloper shall not use the Project Site, the Project, or any part thereof, for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

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

(l) Redeveloper will promptly pay any and all taxes, service charges, business improvement district special assessments or similar obligations when owed with respect to the Project Site and any other property owned by Redeveloper situated in the Township.

(m) Redeveloper shall be responsible for all garbage, recycling and bulk pick up from the Project Site which shall be in accordance with all Township ordinances. Redeveloper waives any reimbursement by the Township for all garbage, recycling and bulk pick up due under Applicable Law. The terms of this Section 8.05(m) shall survive the issuance of the Certificate of Completion.

SECTION 8.06. Declaration of Covenants and Restrictions. The Redeveloper shall execute and record the declaration of covenants and restrictions in form of **Exhibit D** attached

hereto (the “**Declaration**”) imposing on the Redeveloper’s interest in the Project and the Project Site, the Redeveloper Covenants set forth in Section 8.05 (as may be limited by the terms of this Redevelopment Agreement, including Section 8.07 hereof), and those other matters indicated in this Redevelopment Agreement to be included in the Declaration.

SECTION 8.07. Effect and Duration of the Redeveloper Covenants. It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in Section 8.05 hereof and those elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration shall be covenants running with the land until the Project is Completed, except for the terms of Sections 8.05(h) and 8.05(m) which shall survive the issuance of a Certificate of Completion and shall run with the land while the Project is occupied, and such covenants shall, 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, be binding, to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to Redeveloper’s interest in the Project, or any part thereof, the Redeveloper, its successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project, or any part thereof provided, however, that such covenants shall not be binding on any Mortgagee except in accordance with the terms of Article III hereof. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Project Site, the buildings and structures thereon, or any part thereof.

SECTION 8.08. Enforcement of Redeveloper Covenants by the Township. In amplification, and not in restriction of the provisions of this Article VIII, it is intended and agreed that the Township shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, 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 have been provided. Such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein, or in favor of which such agreements and covenants relate. The Township shall have the right, in the event of any breach of any such agreement or covenant, to terminate this Agreement in accordance with the terms of Section 11.03 hereof. This Section does not confer standing to sue on any party other than the Township. Upon redevelopment of the Project Site and Completion of the Project (as evidenced by the Township’s issuance of a Certificate of Completion), the conditions that were found and determined to exist at the time the Project Site was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of *N.J.S.A. 40A:12A-9* shall be deemed to have been satisfied with respect to the Project.

SECTION 8.09. Township Covenants. The Township hereby covenants and agrees that:

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

(b) The Redeveloper has been designated as the exclusive redeveloper of the Project Site and shall have the exclusive right and obligation to redevelop the Project Site and implement the Project in accordance with the terms and conditions of this Redevelopment Agreement.

ARTICLE IX **TRANSFERS**

SECTION 9.01. Prohibition Against Speculative Development. The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the Project Site and not for speculation in land holding.

SECTION 9.02. Prohibition Against Transfers. The Redeveloper recognizes the importance of the Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Township in entering the Redevelopment Agreement. The Parties acknowledge and agree that a change in Control of the Redeveloper is for practical purposes a transfer or disposition of the property interest then owned by the Redeveloper, and that, therefore, the qualifications and identity of the Redeveloper and its principals are of particular concern to the Township.

In light of the foregoing, except for Permitted Transfers, during the Term of this Redevelopment Agreement, the Redeveloper shall not, without the prior written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed: (a) effect or permit any change, directly or indirectly, in the Control of the Redeveloper prior to the issuance of the final Certificate of Completion for the Project or any portion thereof; (b) assign or attempt to assign this Redevelopment Agreement or any rights herein; (c) sell, lease, assign, sublease or otherwise convey or transfer the Project Site or the Project, or any part thereof; or (d) pledge, or transfer all or substantially all of its assets (individually and collectively, a “**Transfer**”). Notwithstanding anything to the contrary in this Section, a transfer of ownership interests that occurs by inheritance, devise or bequest or by operation of law to the spouse, child, grandchild, or other family member of Interest Holders, or a trust established for the benefit of such a spouse, child, grandchild, or family member, shall not be in violation of this restriction and shall not require prior approval of the Township.

SECTION 9.03. Permitted Transfers. The Redeveloper, without violating the provisions of Section 9.02 or Section 9.03 hereof, may effect the following Transfers, to which the Township hereby consents upon receipt of notice thereof in accordance with Sections 9.03 and/or 9.04 hereof, without the necessity of further action by the Township (“**Permitted Transfers**”):

(a) security for, and only for, the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Redevelopment Agreement with respect to completing the Project and any other purpose authorized by this Redevelopment Agreement;

(b) the Declaration;

(c) a mortgage or mortgages and other liens and encumbrances (but not including mechanic's liens) for the purposes of financing costs associated with the development, construction and marketing of the Project and not any transaction or project unrelated to the Project; provided, however, that Redeveloper shall give the Township 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;

(d) utility and other development easements;

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

(f) a lease, rental agreement or other similar agreement with any end user of the Project, which shall not require any notification to the Township;

(g) an assignment or sublease, in whole or in part, of the Redeveloper's interest in the Project Site to an Affiliate, or a Transfer among partners of the Redeveloper and/or trustees for their benefit;

(h) an assignment of this Redevelopment Agreement to an Affiliate of the Redeveloper, or any indirect or direct transfer of any interest in the Redeveloper to a person or entity not presently holding an interest in the Redeveloper, provided that the Transfer is for less than 50% interest of the ownership interest of the Redeveloper and otherwise does not change control of the Redeveloper, or transfer of an ownership interest in the Redeveloper to limited, non-controlling partners, i.e., investor, who is not an Affiliate;

(i) a Transfer pursuant to a Foreclosure or assignment of Redeveloper's interest in the Project Site and any Transfer by any Holder or any Holder's successor and/or assigns after Foreclosure; and

(j) any contract or agreement with respect to any of the foregoing exceptions.

SECTION 9.04. Notice of Permitted Transfers. With respect to any Permitted Transfers (except for a Permitted Transfer pursuant to Section 9.03(c), (e) or (f)), the Redeveloper shall provide to the Township written notice at least thirty (30) days after such Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee. The Redeveloper shall cause the transferee to execute such documentation as is reasonably requested by the Township in order to assure that the transferee has assumed all of the Redeveloper's obligations under this Redevelopment Agreement and the Declaration as to the Project (if the Redeveloper's right, title and interest in the Project is being transferred) or any portion thereof (if the Redeveloper's right, title and interest in a portion of the Project is being transferred).

SECTION 9.05. Transfers Void. Any transfer of the Redeveloper's interest in violation of this Redevelopment Agreement shall be a Redeveloper Event of Default and shall be null and void *ab initio*. Such default shall entitle the Township to seek all remedies available under the

terms hereof, and those available pursuant to law or equity, including termination of this Redevelopment Agreement. In the absence of specific written consent by the Township, or an approval in accordance with the terms hereof, no such sale, transfer, conveyance or assignment or approval thereof by the Township, shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Article and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Article, the Township shall be entitled to the *ex parte* issuance of an injunction restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Upon recording of the final Certificate of Completion, the provisions of the Declaration set forth in this Article as to the Project shall be deemed terminated, and the Declaration shall so state.

ARTICLE X

INDEMNIFICATION; INSURANCE

SECTION 10.01. Redeveloper Indemnification.

(a) Redeveloper agrees to indemnify and hold harmless and defend the Township and the Township Indemnified Parties, and Redeveloper shall pay any and all liability, actual loss, costs, damages, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, including but not limited to, claims for personal injury, death and property damage, which the Township and/or the Township Indemnified Parties may sustain, be subject to or be caused to incur relating to, based upon or arising from (i) Redeveloper's activities in connection with the Project, or any portion thereof; (ii) contracts entered into by the Redeveloper which relate to such activities, including but not limited to any and all claims by workmen, employees and agents of the Redeveloper, its contractor and subcontractors and unrelated third parties; (iii) the maintenance and functioning of the Project, or any other activities of Redeveloper within the Project Site; (iv) the current or former environmental condition of the Project Site and including but not limited to any third-party claim with respect to other properties alleging harm emanating from such environmental condition of the Project Site; (v) a material breach of this Redevelopment Agreement by Redeveloper; or (vi) any violation of Applicable Law by Redeveloper related to the Project Site, unless any such loss, liability claim or suit arising from the grossly negligent or intentional wrongful acts of the Township, its employees, agents and contractors.

(b) Excepting third party challenges to the approval or denial of Redeveloper's site plan application, Redeveloper, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Township, and/or the Township Indemnified Parties; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Redevelopment Agreement from its obligation to defend Redeveloper, the Township and any other insured named or named as an additional insured in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable fees in situations where it is required that the Township engage its own attorneys, experts' testimony costs and all actual costs to defend the Township or any Township Indemnified Party, agents, servants, or employees shall be reimbursed to it by Redeveloper in connection with such defense and indemnification claim.

(c) In any situation in which the Township Indemnified Parties are entitled to receive and desire defense and/or indemnification by Redeveloper, the Township Indemnified Parties shall give prompt notice of such situation to Redeveloper. Failure to give prompt notice to Redeveloper shall not relieve Redeveloper of any liability to indemnify the Township Indemnified Parties. Upon receipt of such notice, Redeveloper shall resist and defend any action or proceeding on behalf of the Township Indemnified Parties, including the employment of counsel reasonably acceptable to the Township Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. The Township shall have the right to retain counsel of its choosing, the cost of which shall be borne by Redeveloper. All of the other Township Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof at their own expense. Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of Redeveloper or if there is a final judgment against Redeveloper or the Township Indemnified Parties in any such action, Redeveloper shall indemnify and hold harmless the Township Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. Further, Redeveloper shall have the right to settle any such action on behalf of itself and all Township Indemnified Parties, provided that such settlement (i) is solely a monetary payment; (ii) does not involve the entry of a judgment against the Township or any Township Indemnified Parties; and (iii) does not expose the Township Indemnified Parties to any liability, contingent or otherwise. Redeveloper shall indemnify and hold harmless the Township Indemnified Parties from and against any loss or liability by reason of such settlement. The provisions of this Section 10.01 shall survive the termination of this Redevelopment Agreement.

SECTION 10.02. Insurance Required.

(a) Prior to Commencement of Construction of the Project, the Redeveloper shall furnish or shall cause to be furnished, to the Township, a certificate of insurance evidencing (i) a policy of commercial general liability insurance, insuring the Township against losses, costs, liabilities, claims, causes of action and damages for bodily injury and property damage on all property in the Project Site or related to the construction thereon, in the amount of at least Five Million Dollars (\$5,000,000.00) combined single limit coverage. Such insurance shall include blanket contractual liability coverage. All such policies shall be endorsed to add the Township as an additional insured, and to provide that such coverage shall be primary and that any insurance maintained by the Township shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Township if such a waiver is available; and (ii) a policy of Builder's Risk Insurance for the benefit of the Redeveloper (subject to the interests of any Holder), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the replacement cost (to current building code) of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure(s) insured, and materials in place or to be used as part of the permanent construction.

(b) The Redeveloper shall also furnish or cause to be furnished to the Township evidence satisfactory to the Township that the Redeveloper and any contractor with whom it has

contracted for the construction of the Project carries (i) workers' compensation insurance coverage in the amount of the full statutory liability of the Redeveloper; (ii) employer's liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) bodily injury each accident, Five Hundred Thousand Dollars (\$500,000.00) bodily injury each employee and Five Hundred Thousand Dollars (\$500,000.00) bodily injury policy limit; (iii) commercial general liability insurance in the amount One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate; and (iv) such other insurance, in such amounts and against such risks, as is customarily maintained by the Redeveloper with respect to other similar properties owned or leased by it, including automobile insurance.

(c) All insurance policies required by this Section shall be obtained from insurance companies licensed in the State and rated at least A in Best's Insurance Guide or such lesser rated provider that is proposed by the Redeveloper and is reasonably acceptable to the Township and shall name the Parties (except for workers' compensation insurance) Redeveloper and the Township, as named insureds or additional insureds as their respective interests may appear, and shall be satisfactory to the Township. All insurance policies required hereunder shall be kept in force until a Certificate of Completion is issued.

(d) All insurance policies required by this Section 10.02 shall be nonassessable and shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by the Township; (ii) the policies cannot be canceled or materially changed except after ten (10) days' written notice by the insurer to the Township; and (iii) the Township shall not be liable for any premiums or assessments. All such insurance shall have deductibles that are reasonable in the marketplace and satisfactory to the Township.

(e) The Redeveloper's obligation to maintain insurance in this Section 10.02 shall terminate upon issuance of the final Certificate of Completion with respect to the Project.

ARTICLE XI

EVENTS OF DEFAULT, REMEDIES AND TERMINATION

SECTION 11.01 Events of Default. Any one or more of the following shall constitute an event of default hereunder ("**Event of Default**") subject to the occurrence of an event of Force Majeure (with none of the following to be construed as a limitation on any other):

(a) Subject to the terms of this Redevelopment Agreement, the Township shall have the right to declare Redeveloper in default of this Redevelopment Agreement in the event of the occurrence of any of the following ("**Redeveloper Event of Default**"):

(1) Redeveloper's failure to substantially perform any of its obligations under the terms of this Redevelopment Agreement, including the failure to cure such default during any applicable cure periods; or

(2) A final and unappealable determination by a court of competent jurisdiction that Redeveloper is insolvent; or

(3) (a) Redeveloper (i) ceases to do business, or otherwise fails to continue conducting business operations, and such failure continues for one hundred twenty (120) days after receipt of notice from the Township of such failure; (ii) is dissolved; (iii) shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (iv) has made a general assignment for the benefit of creditors; (v) has filed a voluntary petition in bankruptcy for liquidation or reorganization pursuant to the United States Bankruptcy Code, or any similar law, federal or State, now or hereafter in effect; (vi) has made an admission in writing that it is unable to pay its debts as they come due; (vii) has suspended payment of its debts as they come due; (viii) has taken advantage of any insolvency law; (ix) has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (x) has taken any action in furtherance of the foregoing; (b) a custodian shall have been legally appointed with or without consent of Redeveloper; or (c) a petition shall have been filed proposing the adjudication of the Redeveloper as bankrupt pursuant to the United States Bankruptcy Code, or any similar law, federal or State, now or hereafter in effect, and is not the subject of an order by a court of competent jurisdiction dismissing, vacating or setting aside such petition within sixty (60) days from the filing of the petition, or if the Redeveloper shall consent to the filing of such involuntary petition or answer; or

(4) A notice to the Township by Redeveloper that it has determined not to proceed with the Project, unless Redeveloper has the right not to proceed, under the terms of this Agreement; or

(5) Failure by Redeveloper to make any payments owed to the Township when due, provided Township makes written demand for any such payment after such due date and Redeveloper has not made such payment in full within twenty (20) days thereafter, excepting the payments required under the Financial Agreement, which are governed by the timelines set forth in the Financial Agreement; or

(6) Abandonment of the Project by Redeveloper; or

(7) Failure by Redeveloper to comply with the Project Schedule, as same may be modified in accordance with this Agreement, subject to delays caused by the Township's failure to timely perform its obligations under this Redevelopment Agreement and further subject to any delays caused by a Third Party(s) related to the Remediation of the Project Site, including but not limited to, delays caused by other party(s) obligated pursuant to Environmental Laws for Remediation of all or a part of the Project Site; or

(8) Redeveloper or its successor in interest shall fail to pay, when due, any real estate taxes, payments in lieu of taxes or other assessments on the Project Site, the timing of which payments are covered by the Financial Agreement; or

(9) Redeveloper shall implement a Transfer in violation of this Redevelopment Agreement; or

(10) Failure by Redeveloper to comply with its obligations, or default by Redeveloper in any of its representations, warranties or covenants under this Redevelopment Agreement.

(b) Subject to the terms of this Redevelopment Agreement, the Redeveloper shall have the right to declare the Township in default of this Redevelopment Agreement in the event of the failure by the Township to substantially perform any covenant, condition or obligation under this Redevelopment Agreement when performance is due, and if no time is specified then within a reasonable time ("**Township Event of Default**").

SECTION 11.02. Default Notice. Upon the occurrence of an Event of Default, the non-defaulting Party shall notify the defaulting Party in writing that it has declared that Party in default (the "**Default Notice**"). Absent such Default Notice, no declaration of default shall be deemed binding against the defaulting Party. The Default Notice shall state the basis for the determination that an Event of Default has occurred. Upon receipt of the Default Notice, the defaulting Party shall have thirty (30) days to cure such Event of Default. With respect to a failure to perform any obligation other than a financial obligation, provided the defaulting Party shall thereafter diligently and continuously proceed to correct same, the defaulting Party shall have an additional one hundred eighty (180) days to complete the cure. In the event that the defaulting Party does not cure an Event of Default following any notice and applicable cure period as set forth herein, the non-defaulting Party shall have the right to exercise the remedies set forth below. The Parties may agree in writing, notwithstanding the provisions of this paragraph, to extend the period of time by which the defaulting Party must respond to the Default Notice or the period of time in which the defaulting Party must cure the Event of Default.

SECTION 11.03. Default Rights and Remedies.

(a) Upon a Township Event of Default which is continuing and remains uncured beyond any applicable notice and cure dates, Redeveloper may take whatever action at law or in equity, as may appear necessary or desirable to enforce the performance or observance of any rights or remedies of Redeveloper under this Redevelopment Agreement, or any obligations, agreements, or covenants of the Township under this Redevelopment Agreement, including an action for specific performance. Further, but subject to any cure provisions afforded the Township hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, on sixty (60) days' written notice to the Township (after applicable notice and cure period shall have expired), to terminate this Redevelopment Agreement upon which, except as expressly provided for herein, this Redevelopment Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liabilities and/or obligations hereunder.

(b) Upon a Redeveloper Event of Default which is continuing and remains uncured beyond applicable notice and cure dates, the Township may take whatever action at law or in equity, as may appear necessary or desirable to enforce the performance or observance of any rights or remedies of the Township, or any obligations, agreements, or covenants of the Redeveloper under this Redevelopment Agreement, including an action for specific performance. Further, but subject to any cure provisions afforded the Redeveloper hereunder, the Township shall have the right, in its sole and absolute discretion, on sixty (60) days' written notice to the Redeveloper (after applicable notice and cure period shall have expired), to terminate this Redevelopment Agreement upon which, except as expressly provided for herein, this Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liabilities and/or obligations hereunder. In addition, if Redeveloper fails to pay any Township

Costs in accordance with the requirements of this Redevelopment Agreement, the Township may file legal action seeking payment of the Township Costs. In the event that the Township terminates this Redevelopment Agreement following a Redeveloper Event of Default, Redeveloper's designation as the redeveloper of the Project Site shall immediately terminate, together with Redeveloper's rights as Redeveloper of the Project Site.

SECTION 11.04. Rights and Remedies Cumulative; No Waiver by Delay. The rights and remedies of the Parties, whether provided by this Agreement or by law or in equity, shall be cumulative, and except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same Event of Default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or any of its remedies for any other default or breach. No delay by either Party in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive it of, or limit such rights and remedies in any way (it being the intent of this provision that such Party shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver by either Party with respect to any specific Event of Default be considered or treated as a waiver of the rights of either Party with respect to any other defaults except to the extent specifically waived in writing.

SECTION 11.05. Effect of Termination of Redeveloper. Upon termination, the designation of Redeveloper as redeveloper shall automatically cease, and neither Party shall have any further rights or obligations under this Redevelopment Agreement, except as expressly provided otherwise herein. In the event of a termination of Redeveloper as redeveloper, Redeveloper shall promptly deliver to the Township, and assign to the Township all of its right, title and interest in and to any Approvals, plans, drawings, surveys, studies, tests, investigations, permits, approvals, and applications for permits, approvals or utility capacity including, but not limited to, electronic versions where applicable prepared by or for Redeveloper in connection with the Project and/or the Project Site, without representation or warranty, provided, however, Redeveloper shall not be obligated to deliver any materials to the Township that Redeveloper reasonably deems to be confidential and proprietary in nature.

SECTION 11.06. Termination for Failure to Obtain Approvals. Notwithstanding anything herein to the contrary, Redeveloper shall have the right to terminate this Redevelopment Agreement at any time upon thirty (30) days' written notice to the Township in the event any Government Approval is denied or the obtaining of any one or more Governmental Approvals appears without reasonable likelihood for success, in Redeveloper's good faith and reasonable judgment.

SECTION 11.07. Force Majeure Extension. For the purposes of this Redevelopment Agreement, neither the Township 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 Township 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 Township 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.

SECTION 11.08. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting Party of its obligations under this Redevelopment Agreement unless this Redevelopment Agreement is terminated as a result of such Event of Default, as and to the extent permitted hereunder.

SECTION 11.09. Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as a result of an Event of Default hereunder; provided, however, that the costs of any mitigation efforts shall be at the sole cost of the defaulting Party.

ARTICLE XII **MISCELLANEOUS**

SECTION 12.01. Notices. Formal notices, demands and communications between the Township and the Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the Township:

Township of Livingston
357 S. Livingston Avenue
Livingston, New Jersey 07039
Attn: Township Manager

with a copy to:

McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068
Attn: Joseph P. Baumann, Jr., Esq.

If to the Redeveloper:

45 Partners Urban Renewal, LLC
16 Microlab Road, Suite A
Livingston, New Jersey 07039

With a copy to:

John Inglesino, Esq. & Derek W. Orth, Esq.
Inglesino Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, New Jersey 07054

SECTION 12.02. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Redevelopment Agreement, nor participate in any decision relating to this Redevelopment Agreement which is prohibited by law.

SECTION 12.03. No Consideration For Redevelopment Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Redevelopment Agreement.

SECTION 12.04. Non-Liability of Officials and Employees of the Township. No member, official or employee of the Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

SECTION 12.05. Non-Liability of Officials and Employee of Redeveloper. No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Township, 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 Township, or their successors, or on any obligation under the terms of this Redevelopment Agreement.

SECTION 12.06. Time for Performance. If the date for performance of an obligation is on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next Business Day.

SECTION 12.07. No Brokerage Commissions. The Township and the Redeveloper each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acting on behalf of either the Township or the Redeveloper, and the Township and the Redeveloper shall indemnify

each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

SECTION 12.08. Provisions Not Merged With Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind the Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of the Project Site from the Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

SECTION 12.09. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto, and their heirs, executors, and administrators.

SECTION 12.10. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by Applicable Law.

SECTION 12.11. Modification of Redevelopment 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 the appropriate authorities of the Township and the Redeveloper.

SECTION 12.12. Consent. Unless otherwise specifically provided herein, no consent or approval by either Party permitted or required under the terms hereto shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the Party by or on whose behalf such consent is given.

SECTION 12.13. Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically) and when each Party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the Parties and such counterparts shall constitute one and the same instrument.

SECTION 12.14. Entire Agreement. Excepting the terms and conditions of the Financial Agreement referenced herein, this Redevelopment Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any prior agreement and all negotiations or previous written or oral agreements between the Parties with respect to all or any part of the subject matter hereof.

SECTION 12.15. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the Parties drafted this Redevelopment Agreement, each Party acknowledging that it and its counsel have had an

opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

SECTION 12.16. No Third-Party Beneficiaries. The provisions of this Redevelopment Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Redevelopment Agreement be deemed to have conferred any rights, express or implied, upon any third person.

SECTION 12.17. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the Applicable Laws of the State. Any lawsuit filed by either Party shall be filed in either the Superior Court of New Jersey, Essex County Vicinage, or in the United States District Court for the District of New Jersey in accordance with their respective rules of court.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the Parties hereto have caused this Redevelopment Agreement to be executed, all as of the date first above written.

ATTEST:

45 PARTNERS URBAN RENEWAL, LLC

Lindsay Monte
Name: Lindsay Monte

By: [Signature]
Name: Jonathan Schwartz
Title: Authorized Signatory

ATTEST:

TOWNSHIP OF LIVINGSTON

Lorri Paterno
Name: Lorri Paterno

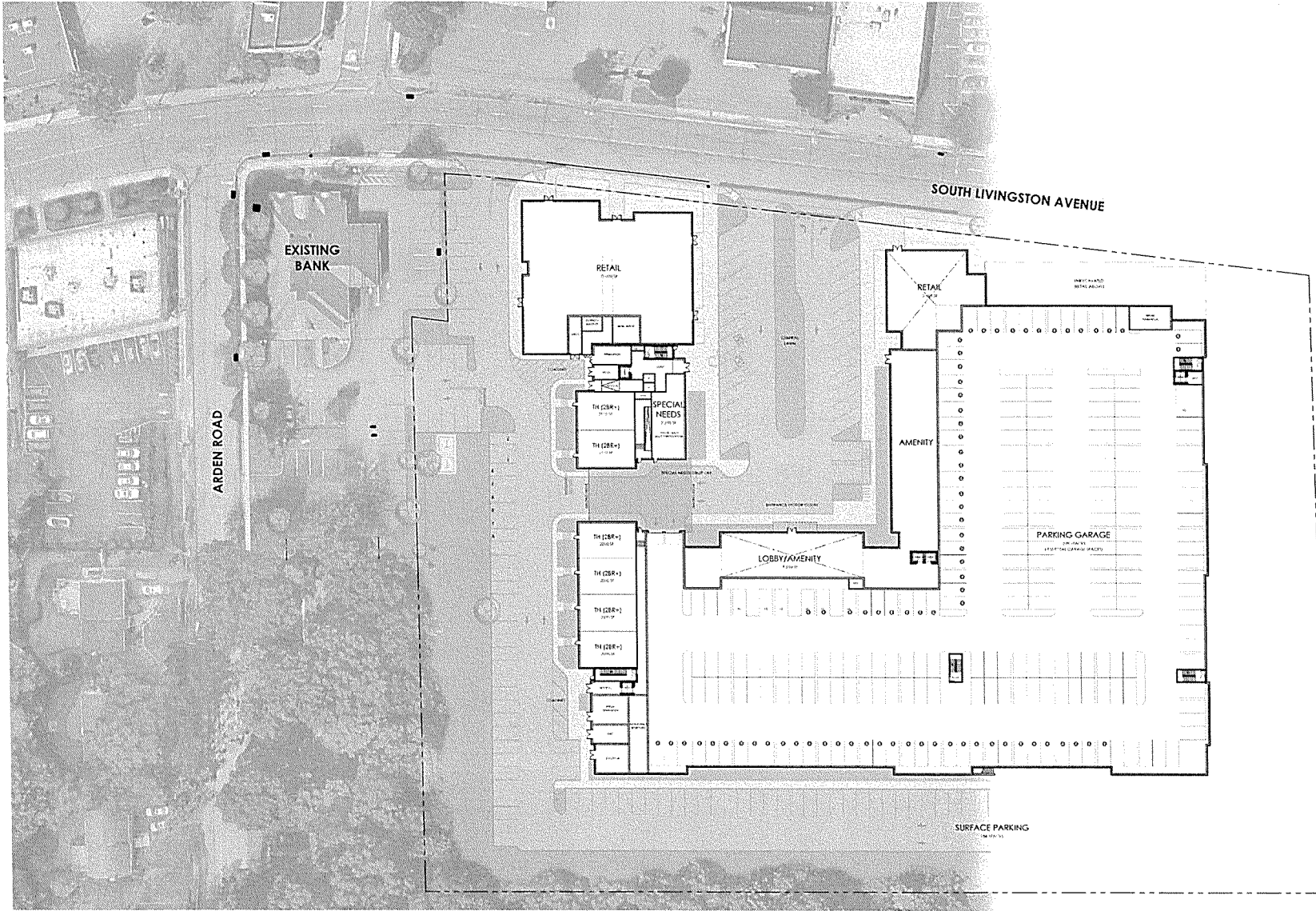
By: [Signature]
Barry Lewis, Township Manager

EXHIBIT A
LEGAL DESCRIPTION OF THE PROJECT SITE

Attached hereto.

EXHIBIT B
CONCEPT PLAN

The project as depicted on the Concept Plan attached hereto, is a four and five story residential building connected to a one story retail building. The residential building includes approximately 226 residential units, of which fourteen (14) units shall be designated as special needs housing (containing 17 bedrooms within 14 physical units) and seventeen (17) units shall be designated as affordable housing units. The residential building shall also include indoor and outdoor amenities, including but not limited to entertainment lounges, a fitness center, private meeting rooms, a pool with lounge seating, outdoor bar area, grilling stations, and dining areas,, together with certain related on-site and off-site improvements. The retail building will be approximately 17,985 square feet.



GROUND FLOOR PLAN

SCALE: 1/32" = 1'-0"

CONCEPTUAL PLANS

DATE: 04/10/2024

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

BNE | REAL ESTATE GROUP

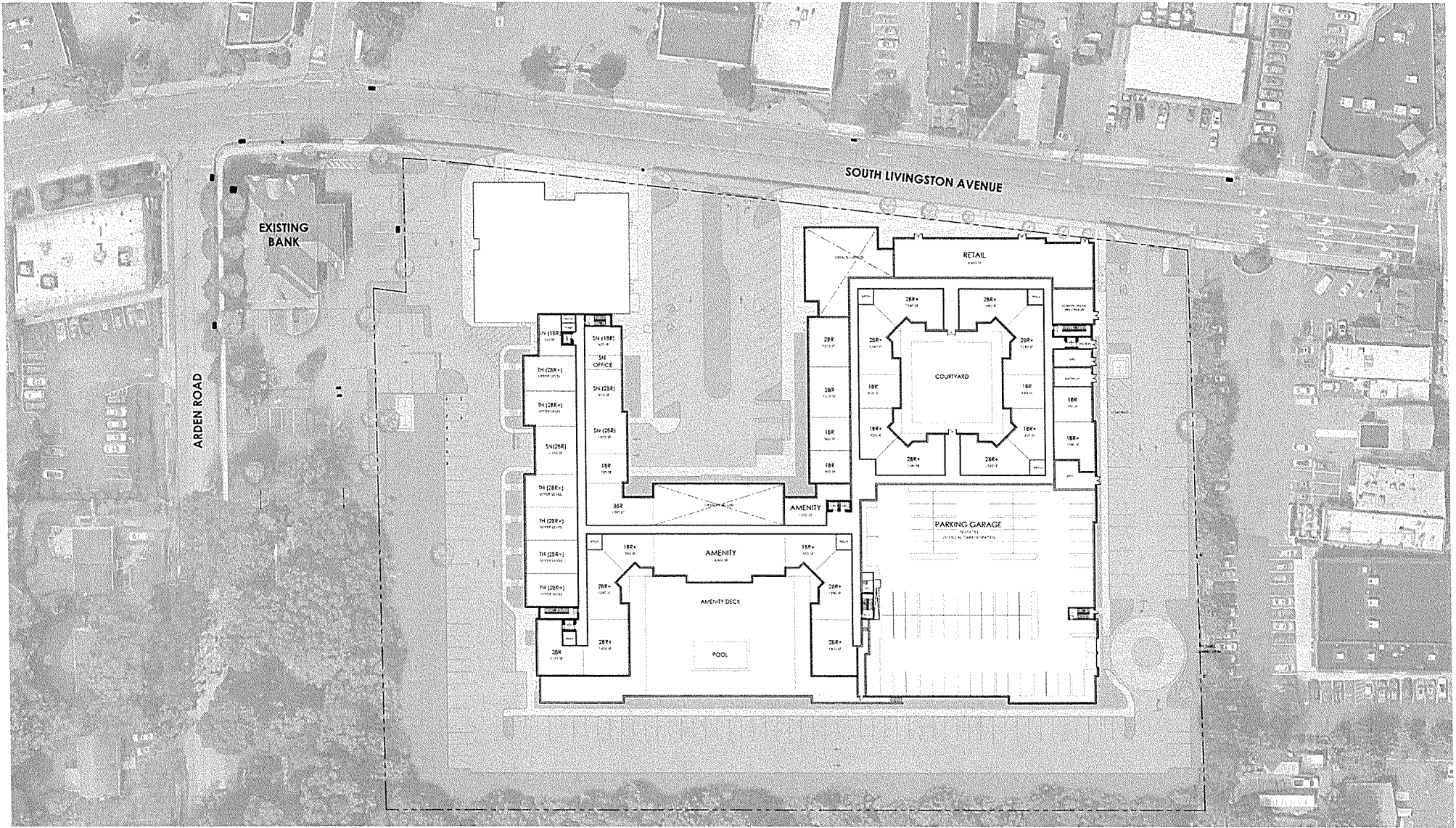
PREPARED FOR:

43 & 45 SOUTH LIVINGSTON AVE

LIVINGSTON, NEW JERSEY

00-0217-128

COPYRIGHT © MINNO & WASKO ARCHITECTS AND PLANNERS



SECOND FLOOR PLAN

SCALE: 1/32" = 1'-0"

CONCEPTUAL PLANS
DATE: 04/10/2024

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 100, LAMBERTVILLE, NEW JERSEY 08530
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102
MINNOWASKO.COM

BNE | REAL ESTATE GROUP

PREPARED FOR:

43 & 45 SOUTH LIVINGSTON AVE

LIVINGSTON, NEW JERSEY
00-0217-128
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EXHIBIT C
PROJECT SCHEDULE

	MILESTONE	DEADLINE
1.	Adopt Redevelopment Plan	Completed
2.	Submit Site Plan Application	5/1/25
3.	Final non-Appealable Site Plan Approval	10/1/25
4.	Outside Agency Approvals	2/1/26
5.	Building Permit Submission	3/1/26
6.	Commencement of Construction	7/1/26
7.	Construction Completion	1/1/29
8.	Certificate of Occupancy	2/1/29

**Exhibit D to Redevelopment Agreement
Form Declaration of Covenants and Restrictions**

**EXHIBIT D
FORM OF DECLARATION OF PROJECT COVENANTS**

Record and Return to:

Joseph P. Baumann, Jr., Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

DECLARATION OF PROJECT COVENANTS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (hereinafter, the **Declaration**) made this ____ day of _____, 2025 by and between the **TOWNSHIP OF LIVINGSTON**, a municipal corporation of the State of New Jersey, having its offices at 357 S. Livingston Avenue, Livingston, New Jersey 07039 (the **"Township"**), and **45 PARTNERS URBAN RENEWAL, LLC**, (the **"Declarant"**) a New Jersey limited liability company and an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended and supplemented (the **"Exemption Law"**), with offices at 16 Microlab Road, Suite A, Livingston, New Jersey 07039.

W I T N E S S E T H :

WHEREAS, the Declarant is the redeveloper of certain real properties located in the Township of Livingston, Essex County, New Jersey, designated as Block 3700, Lots 28, 29, and 30 on the official current tax map of the Township of Livingston, more commonly known as 19 and 45 South Livingston Avenue (the **"Project Site"**) as further described in **Exhibit A** to the Redevelopment Agreement (defined herein); and

WHEREAS, the Township and the Declarant entered into that certain Redevelopment Agreement on _____, 2025 (the **"Redevelopment Agreement"**) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the **"Redevelopment Law"**); and

WHEREAS, pursuant to the Redevelopment Agreement, and N.J.S.A. 40A:12A-9(a) of the Redevelopment Law, the Declarant is required to record this Declaration setting forth certain covenants and restrictions concerning the use and Transfer of the Project Site; and

WHEREAS, the Declarant desires and intends to give notice to all future owners of the Project Site in accordance with the Redevelopment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Declarant, intending to be legally bound hereby and to bind its successors and assigns, does promise, covenants and declares as follows:

Section 1. Terms and Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

**Exhibit D to Redevelopment Agreement
Form Declaration of Covenants and Restrictions**

Section 2. Applicable Laws. Declarant's development, construction, use, operation and maintenance of the Project Site and all improvements thereon and thereto, as provided in the Redevelopment Plan and the Redevelopment Agreement shall be undertaken and carried out in accordance with all Applicable Laws, including without limitation, the Redevelopment Plan, as it may be amended from time to time by the agreement of the Declarant and the Township.

Section 3. Declarant's Covenants. Declarant covenants and agrees that:

- a. Devote the Project Site to the uses specified in the Redevelopment Plan, as may be amended, and shall not devote the Project Site to any other use(s). This Covenant shall not be discharged by the issuance of the Certificate of Completion and shall remain in effect so long as the Redevelopment Plan is in effect; and
- b. Not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, gender identity, sex, sexual orientation or marital status in the sale, lease, rental, use or occupancy of the Project Site or any buildings or structures erected or to be erected thereon, or any part thereof. This Covenant shall not be discharged by the issuance of the Certificate of Completion and shall run with and bind the land in perpetuity; and
- c. In the sale, lease or occupancy of the Project Site, or any portion thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, gender identity, sex, sexual orientation or marital status, and the Declarant, its successors and assigns, shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, sexual orientation or marital status. This Covenant shall not be discharged by the issuance of the Certificate of Completion and shall run with and bind the land in perpetuity; and
- d. Use the Project Site solely for the purpose of the redevelopment of the Project Site as provided in the Redevelopment Agreement and not for speculation in land holding. This Covenant shall be discharged by the issuance of the Certificate of Completion; and
- e. As further described in Article IX of the Redevelopment Agreement, prior to the issuance of a Certificate of Completion, not effect or execute any Transfer which is not permitted in accordance with the terms of the Redevelopment Agreement. Any such Transfer shall be void *ab initio*; and
- f. Comply with the First Source Employment requirements in Section 4.08 of the Redevelopment Agreement; and
- g. Sections 10.01 and 10.02 of the Redevelopment Agreement provides certain responsibilities of the Declarant to defend, indemnify and hold harmless Township and the Township. This Covenant shall not be discharged by the issuance of the Certificate of Completion; and

**Exhibit D to Redevelopment Agreement
Form Declaration of Covenants and Restrictions**

- h. Subject to and in accordance with the terms of the Redevelopment Agreement, the Declarant shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and the Redevelopment Agreement including meeting all deadlines and timeframes set forth in the Redevelopment Agreement. This Covenant shall be discharged by the issuance of the Certificate of Completion; and
- i. Subject to and in accordance with the terms of the Redevelopment Agreement, the Declarant shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense. This Covenant shall be discharged by the issuance of the Certificate of Completion; and
- j. Prior to the issuance of a Certificate of Completion, the Declarant shall not encumber, hypothecate or otherwise use the Project, or any part thereof as collateral for any transaction unrelated to the Project. This Covenant shall be discharged by the issuance of the Certificate of Completion; and
- k. The Declarant will promptly pay any and all taxes, payments in lieu of taxes, if applicable, assessments and service charges when owed with respect to the Project and any other property owned by the Declarant situated in the Township; and
- l. Manage, operate and restrict the rental of Affordable Housing Units for the Deed-Restriction Period as provided in Section 2.06 of the Redevelopment Agreement.

Section 4. It is intended and agreed that the covenants and restrictions set forth in Section 3 shall be covenants running with the land. All covenants in Section 3, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the 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 Township and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against Declarant, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Site or any part thereof.

Section 5. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the covenants and restrictions set forth in the Redevelopment Agreement and this Declaration, 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 covenants and restrictions have been provided. Such covenants and restrictions shall run in favor of the Township for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein. During the period in which such covenants and restrictions shall be in full force and effect, the Township shall have the right, in the event of any material breach of any such covenant or restriction, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to

Exhibit D to Redevelopment Agreement
Form Declaration of Covenants and Restrictions

enforce the curing of such breach of covenant or restrictions, to which it or any other beneficiaries of such agreement or covenant may be entitled.

Section 6. Upon redevelopment of the Project Site and completion of the Project, the covenants contained herein shall terminate and this Declaration shall be discharged of record and shall be deemed discharged upon the Declarant's receipt of a Certificate of Completion and termination of the Redevelopment Agreement pursuant to Section 8.07 thereof for the Project (or any portion or phase of the Project for which a Certificate of Completion has been issued in accordance with Section 3(B) above).

[Signature page follows]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the date first above written.

45 PARTNERS URBAN RENEWAL, LLC

By: _____

Name:

Title:

STATE OF _____:

COUNTY OF _____:

SS

BE IT REMEMBERED, that on this ____ day of _____, 2025 before me, the subscriber, a Notary Public or Attorney at Law of the State of _____, personally appeared _____ who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that s/he is the _____ of **45 PARTNERS URBAN RENEWAL, LLC**, the Declarant named in the within Instrument; that the execution, as well as the making of this Instrument, having been duly authorized by the Declarant, and said Instrument was signed and delivered by _____ as and for the voluntary act and deed of said Declarant.

Notary Public or Attorney at Law

State of _____

**ACKNOWLEDGED BY THE TOWNSHIP OF LIVINGSTON AS THE BENEFITED
PARTY HEREUNDER:**

TOWNSHIP OF LIVINGSTON

By: _____
Barry Lewis
Township Manager

STATE OF NEW JERSEY)
) SS:
COUNTY OF ESSEX)

BE IT REMEMBERED, that on _____, 202__ before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Barry Lewis, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that he is the Township Manager of the **TOWNSHIP OF LIVINGSTON**, a body corporate and politic, and the body corporate and politic named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the governing body of the body corporate and politic; and said instrument signed and delivered by Barry Lewis, the Township Manager, as and for the voluntary act and deed of said body corporate and politic.

Sworn and subscribed to before me

This _____ day of _____, 202__

Notary Public of the State of NJ
My Commission Expires _____

EXHIBIT E
FORM OF CERTIFICATE OF COMPLETION

Record and Return to:
[Insert contact information]

CERTIFICATE OF COMPLETION

Pursuant to Section 4.06 of the Redevelopment Agreement by and between the Township of Livingston (the “**Township**”) and **45 PARTNERS URBAN RENEWAL, LLC** (the “**Redeveloper**”), dated as of _____, 2025, (the “**Redevelopment Agreement**”), the undersigned, as of the date hereof, certifies that (all undefined capitalized terms used herein shall have the same meaning ascribed to them in the Redevelopment Agreement):

- (i) the Project in its entirety has been completed as of [_____] _____], in accordance with the Redevelopment Agreement and in compliance with Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;
- (ii) all permits, licenses and approvals that are required in order for the Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;
- (iii) such Completion has been further evidenced by a written certificate of the Redeveloper and a certificate of the Redeveloper’s engineer evidencing completion of the Project, which certificates are attached hereto as **Exhibit 1**;
- (iv) the Project is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws; and
- (v) a copy of any Certificate of Occupancy issued with respect to any portion or portions of the Project for which a Certificate of Occupancy is required is attached hereto as **Exhibit 2**.

The conditions determined to exist at the time the Redevelopment Area was determined to be an area in need of redevelopment no longer exist with respect to the Project Site. The Project Site shall no longer be subject to the covenants running with the land covered by this Certificate of Completion for the benefit of the Township provided however, that the covenants in Sections 8.05(h) and 8.05(m) shall remain in effect without limitation as to time.

The Declaration recorded in the office of the Essex County clerk on [_____] in deed book [_____] page [_____] is hereby discharged of record and is void and of no further force and effect provided however, that the covenants in Sections 8.05(h) and 8.05(m) shall remain in effect without limitation as to time.

Exhibit E to Redevelopment Agreement
Form of Certificate of Completion

This Certificate of Completion is given without prejudice to any rights against third parties which exist on the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Completion of the Project to be executed as of the [____] day of [_____].

WITNESS OR ATTEST:

TOWNSHIP OF LIVINGSTON

By: _____
Name:

By: _____
Name:
Title:

Acknowledgment

STATE OF NEW JERSEY :
: SS
COUNTY OF ESSEX :

On this [____] day of [_____], 202_ before me, personally appeared _____, the Mayor of the **TOWNSHIP OF LIVINGSTON**, a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, who I am satisfied is the person who executed the foregoing instrument; and s/he acknowledged that s/he executed the foregoing instrument as the act of the corporation and that s/he was authorized to execute the foregoing instrument on behalf of the corporation.

Notary Public or Attorney at Law

Exhibit 1 to Certificate of Completion
FORM REDEVELOPER'S CERTIFICATE

Pursuant to Section 4.06 of the Redevelopment Agreement by and between the Township of Livingston (the "**Township**") and **45 PARTNERS URBAN RENEWAL, LLC** (the "**Redeveloper**"), dated as of _____, 2025, (the "**Redevelopment Agreement**"), the Redeveloper certifies as follows to the best of its knowledge information and belief (capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Redevelopment Agreement):

(i) the Project in its entirety has been completed as of [_____] in accordance with the Township of Livingston building and construction code, the Redevelopment Agreement, the Redevelopment Plan and in compliance with Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;

(ii) all permits, licenses and approvals that are required in order for Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;

(iii) Redeveloper has performed or has caused to be performed all of its duties and obligations under the Redevelopment Agreement with respect to the Project;

(iv) attached hereto is a certificate of [_____] Redeveloper's engineer, evidencing completion and certification of the Project; and

(v) the Project is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws.

**45 PARTNERS URBAN RENEWAL,
LLC**

By: _____
Name:
Title:

Exhibit 2 to Certificate of Completion
CERTIFICATE OF OCCUPANCY

To be attached.

EXHIBIT F
REDEVELOPER OWNERSHIP STRUCTURE

Current owners of Redeveloper:

Name	Address	Ownership Interest
Jonathan Schwartz	16 Microlab Rd. Livingston, NJ 07039	1/3
David Pantirer	16 Microlab Rd. Livingston, NJ 07039	1/3
Mark Pantirer	16 Microlab Rd. Livingston, NJ 07039	1/3