

SITE ACCESS AGREEMENT

This Agreement is made and executed this 12 day of January, 2020 between New Brunswick Parking Authority ("NBPA") owner of real property located at 100 Kirkpatrick Street, New Brunswick, New Jersey 08901 (the "RWJ Fitness & Wellness Center") and 95 Paterson Street, New Brunswick, New Jersey 08901 (the "Key Foods Marketplace/Superfresh") (collectively, the "Property") and RWJ Property Holding Corporation ("RWJ").

WHEREAS, RWJ is currently designated as the Person Responsible for Conducting the Remediation ("PRCR") of the property located at 101 Paterson Street, New Brunswick, New Jersey, commonly referred to as the Former New Swift Cleaners. Specifically, RWJ designated itself as the PRCR pursuant to sub paragraph (5) of the definition of PRCR contained in N.J.A.C. 7:26C-1.3. The New Jersey Department of Environmental Protection has assigned Program Interest No. 002989 to this matter.

WHEREAS, the investigation has revealed the presence of contaminated groundwater beneath the Former New Swift Cleaners as more fully set forth in Exhibit A.

WHEREAS, the results of recent groundwater samples require activities required in order to comply with NJDEP requirements to delineate contaminated groundwater.

WHEREAS, RWJ has requested permission to enter the Property to conduct further investigation related to contaminated groundwater which is alleged to have originated from 101 Paterson Street, New Brunswick, New Jersey.

NOW, THEREFORE, in consideration of the aforementioned and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Access.** NBPA hereby grants to RWJ, its agents, consultants, and contractors (collectively, "RWJ" or the "RWJ Consultants") a revocable license during the term of this Agreement to enter upon the Property to further investigate and delineate groundwater contamination. The investigation work to be performed by RWJ is set forth in Exhibit B and incorporated herein. Exhibit B may be updated from time to time based upon the results of RWJ's investigation. RWJ and the RWJ Consultants shall implement and complete the investigation in accordance with the accepted industry standards and standards of good workmanship, with due regard to the safety and welfare of the person and property of NBPA and its representatives, affiliates, subsidiaries, tenants, subtenants, licensees and invitees and of any other person or entity present on the Property, and in accordance with all applicable federal, state and local statutes, ordinances and regulations. Said access shall be limited to RWJ and those RWJ Consultants whose presence is necessary to further the purposes of this Agreement.

2. **Notice of Entry.** Prior to entry onto the Property by RWJ and/or any of the RWJ Consultants, RWJ shall provide NBPA with advance notice of each entry or series of entries upon the Property for any of the purposes permitted by this Agreement. Such notification shall be in writing and given at least 48 hours in advance of any intended entry or series of entries

onto the Property, and such notice shall identify all entities which shall be entering the Property; the date and time when the entry shall commence; the nature, purpose, location and extent of all work to be performed during the entry; and the estimated duration of the entry. All access to the Property shall be scheduled during normal business hours and the investigation shall be performed in a manner so as not to unreasonably interfere with any use and occupation of the Property by NBPA, its tenants, subtenants, licensees, invitees or any other person or entity present at the Property.

3. **NJDEP Submissions/Investigative Reports.** RWJ shall provide, at no cost to NBPA, (i) copies of any analytical results generated for the investigation of the Property within thirty (30) days of receipt of same, (ii) copies of any submissions to the NJDEP regarding same, and (iii) opportunities from time-to-time to discuss the status of the investigation. RWJ's obligation under this paragraph 3 shall survive the termination of this Agreement.

4. **Termination.** This Agreement will terminate upon RWJ's completion of the investigation as set forth within this Agreement and the attachments.

5. **Restoration.** If the Property or any improvements thereon shall be damaged or disturbed during the performance of the investigation, then RWJ shall promptly restore the Property or improvements to the reasonably same condition as near as practicable as just prior to such damage or disturbance. In addition, upon completion of the investigation, RWJ and the RWJ Consultants shall remove its/their equipment and/or materials from the Property and insure that there are no immediate threats to human health, safety or the environment resulting from its or the RWJ Consultants' work on the Property. RWJ shall restore the surface of the ground and any improvements thereon to their original condition as near as practicable.

6. **Indemnification.** RWJ agrees to indemnify, save and hold NBPA harmless from and against, and shall defend NBPA from any and all claims, losses, costs or expenses (including, without limitation, reasonable attorney, expert and consultant fees and expenses) incurred by NBPA as a result of or caused by or arising out of (i) any and all actions or inactions of RWJ and/or any of the RWJ Consultants while present on the Property pursuant to this Agreement, or (ii) the breach of any of RWJ's obligations under this Agreement. RWJ's obligation under this paragraph 6 shall survive the termination of this Agreement.

7. **Permits and Approvals.** RWJ will be responsible for and shall obtain at its own cost and expense all required governmental permits and approvals necessary for the work and activities undertaken by RWJ and/or any of the RWJ Consultants under this Agreement. RWJ's and the RWJ Consultants' work and activities under this Agreement shall be in conformance with applicable laws, ordinances, rules and regulations of appropriate governmental authorities.

8. **Reservation of NBPA's Rights.** The rights granted by this Agreement are non-exclusive and NBPA reserves and retains, for itself and its tenants, subtenants, licensees, invitees or any other person or entity present at the Property, the right to continue its and their existing use or uses of the Property.

9. **Insurance.** Throughout the term of this Agreement, the RWJ consultants shall maintain the following insurance coverages with the following limits: (1) worker's compensation coverage at the limit required by law; (2) general liability and property damage coverage on an occurrence basis at a limit of \$1,000,000.00 per occurrence for bodily injury, including death, and/or property damage; (3) automobile liability coverage with limits of \$500,000.00 per person and \$1,000,000.00 aggregate per occurrence; and (4) contractor pollution legal liability coverage on an occurrence basis at a limit of \$2,000,000.00 per occurrence. RWJ shall present to NBPA insurance certificates evidencing the coverages required in this paragraph 48 hours prior to any access to the Property by RWJ and/or any of the RWJ Consultants and shall name NBPA as an additional insured on same.

10. **Liens.** RWJ shall not permit any liens to stand against the Property for any work done or materials furnished to any of the RWJ Consultants in the performance of the investigation, and RWJ shall indemnify, defend and save NBPA harmless from any such liens. RWJ's obligation under this paragraph 10 shall survive the termination of this Agreement.

11. **Assignment.** This Agreement shall only be assigned upon the prior written consent of both parties hereto.

12. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of successors and permitted assigns of the parties hereto.

13. **Amendment.** This Agreement shall not be amended modified or changed in any way except upon mutual written agreement signed by all of the parties hereto.

14. **No Waiver.** No requirement, obligation, remedy or provision of this Agreement shall be deemed to have been waived by either party unless so waived expressly in writing by the party against whom such waiver is sought to be applied. The waiver of any such provision in one or more instances shall not be considered a waiver of the right to enforce such provision thereafter.

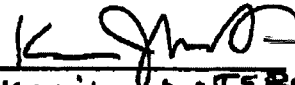
15. **Conflict with Applicable Law.** The parties agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with applicable law, the validity of the remaining portions or provisions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the invalid, illegal or conflicting part, term, or provision.

16. **Entire Agreement.** This Agreement represents the entire agreement between the parties relating to this subject matter.

17. **Applicable Law.** This Agreement shall be governed and interpreted under the laws of the State of New Jersey.

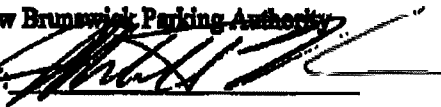
IN WITNESS WHEREOF, the parties have set their hands and seals.

RWJ Property Holding Corporation

BY: 
KEVIN M. TERMON
ASST. V.P.

Date: 1/27/2020

New Brunswick Parking Authority

BY: 
MITCHELL MASON
EXECUTIVE DIRECTOR

Date: 1/23/20