

AMENDED AND RESTATED PROPERTY MANAGEMENT AGREEMENT

This Amended and Restated Property Management Agreement (this “**Agreement**”), dated and effective as of _____, 2025 (the “**Effective Date**”) is made by and between Emerson Affordable Housing, LLC (“**Emerson I**”) and Emerson Affordable Housing II, Inc., a New Jersey Title 15A nonprofit (“**Emerson II**”); and, The Housing Authority of Bergen County, Inc., a New Jersey incorporated Public Housing Authority (the “**Agent**” and together with the Emerson I and Emerson II, the “**Parties**” and individually a “**Party**”).

Recitals

WHEREAS, Emerson I and the Agent are parties to that certain Property Management Agreement dated and effective October 1, 2015, in which Emerson I, is the lessor of real property located at 324 Main Street, Emerson, New Jersey, including the fourteen (14) unit residential project in seven (7) buildings on such property (defined therein as the “**Project**”), and which Project is designated as a special needs project with a priority for homeless and disabled Veterans who meet the income and eligibility requirements as established by the New Jersey Housing and Mortgage Finance Agency (“**NJHMFA**”), and the Bergen County Home Program; and

WHEREAS, Emerson Post #269, American Legion, Department of New Jersey (the “**Landlord**”) is the owner of 324 Main Street, Emerson, New Jersey, Block 304, Lot 3, (the “**Property**”) and has leased the Property (the “**Premises**”) to Emerson Affordable Housing, LLC (“**Emerson I**”), pursuant to that certain Lease Agreement made on March 18, 2016 (the “**Original Lease**”), which was recorded on July 5, 2016 at Book 2306, Page 123, and bears Instrument #16-049680; and

WHEREAS, since the signing of the Original Lease, and in furtherance of Emerson I’s requirements in Paragraph “3rd” of the Original Lease, Emerson I obtained approvals for, financed and constructed fourteen (14) apartment units with a veteran’s preference contained in seven (7) buildings located towards the rear of the Property Building (the “**First Phase**”); and

WHEREAS, during the course of Emerson I’s construction of the First Phase, it was determined that the existing building towards the front of the property, which contained a meeting room, could not be feasibly rehabilitated due to its age and condition, and would need to be demolished and rebuilt; and

WHEREAS, in order to construct a new building which will contain a new meeting room and other common facilities as well as four (4) additional apartment units with a homeless and veteran’s preference (the “**Second Phase**”), the Landlord and Emerson I have determined that Emerson Affordable Housing II, Inc., a Title 15A New Jersey Nonprofit Corporation (“**Emerson II**”) will be created to finance and construct the Second Phase; and

WHEREAS, with the Landlord's support and consent, the requisite approvals to construct the Second Phase were obtained; and

WHEREAS, in order to accommodate the financing required to construct the Second Phase certain amendments to the financing of the First Phase were necessary and as such the Landlord, created a condominium form of ownership on the Property; and

WHEREAS, the condominium will contain two (2) land-only units, with Unit 1 consisting of the rear of the Property inclusive of the First Phase owned by Emerson I, and, Unit 2 consisting of the front of the Property and to include the Second Phase, which will be owned by the Emerson II; with title to the improvements (buildings) being held by Emerson I and Emerson II, respectively, and

WHEREAS, both condominium units will be owned by the Landlord, and the Landlord and Emerson I shall amend the Original Lease (the "**Unit 1 Amended Lease**") to provide that the Premises for Emerson I is Unit 1, and that Emerson II and Landlord will enter into a lease for Unit 2 (the "**Unit 2 Lease**"); and

WHEREAS, in order to maintain and continue the purpose and intent of the Original Lease that Emerson I is responsible for all costs of operating and maintaining the Property, the Unit 1 Amended Lease and the Unit 2 Lease have reciprocal provisions that provide that the Emerson II shall be responsible for any costs, for all costs associated with the preparation and recording of the master deed, by-laws, and the initial formation of the condominium association, but that Emerson I and the Emerson II shall each be responsible for its respective share of the Annual Common Expense Assessments of the condominium association (based upon the percentage ownership of each unit); and

WHEREAS, the Parties wish to amend and restate the Agreement to redefine the term "Project" to reflect the foregoing, including that it will apply to both the fourteen (14) apartment units in the First Phase on Unit 1 of the condominium, and the four (4) additional apartment units in the Second Phase on Unit 2 of the condominium, with Emerson I and Emerson II each responsible for its proportionate share of the Agent's Management Fee in Section 8.1 of the Agreement,

NOW, THEREFORE, with the forgoing recitals and definitions incorporated herein by reference, and, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

The Project, Appointment and Acceptance; Supervision

1.1 **The Project.** The term "Project" shall mean all of the land, inclusive of the two (2) land condominium units, buildings structures, and improvements located, or to be located, on the real property located at 324 Main Street, Emerson, New Jersey, including, or to include eighteen (18) apartments, the condominium units (being the fourteen (14) apartment units in the First Phase on Unit 1, and the four (4) additional apartment units in

the Second Phase on Unit 2), and the common elements of the condominium, all as further provided in The Valor Condominium Association, Inc. Master Deed, as may be amended from time-to-time, and as depicted on the Schematic Plan, prepared by Costa Engineering Corporation, dated August 2, 2023, last revised December 8, 2023, and consisting of one (1) sheet, attached hereto as **EXHIBIT A**.

1.2 **Appointment and Acceptance.** Emerson I and Emerson II hereby appoint Agent, and Agent hereby accepts the appointment, to:

- (a) manage, operate and maintain the Project;
- (b) be responsible for renting the residential units in the Project; and
- (c) all costs of operating and maintaining Emerson I's and Emerson II's respective condominium unit, and, all actions and costs for the administration, operation, and management of the condominium form of ownership, including but not limited, providing insurance, paying taxes and fees, and the maintenance and repair of the Common Elements, as defined in the Master Deed and by-Laws of The Valor Condominium Association, Inc., as may be amended from time-to-time (the "**Condo Administration Obligations**"), subject to the terms and provisions of this Agreement, and in exchange for the "**Management Fee**" as further defined and provided in Section 8.1.

ARTICLE 2

Term

2.1 This Agreement shall become effective on the Effective Date and shall be automatically renewed for one (1) year terms unless terminated by Emerson I, Emerson II, or Agent, with not less than ninety (90) days written notice prior to the end of the initial term or any renewal period.

ARTICLE 3

Services of Agent

3.1 **Standard of Conduct.** Agent represents that it is experienced in professional management of property of the character and nature similar to the Project and Agent agrees to manage the Project in accordance with the highest professional standards for such property.

3.2 **Rentals.** Agent shall offer for rent and shall rent the housing units in the Project in accordance with all financing and program requirements in accordance with the rent schedule and the leasing guidelines approved the New Jersey Housing Mortgage and Finance Agency (NJHMFA) and/or the Bergen County HOME Program. Pursuant to its rental responsibilities, Agent shall:

- (a) Show housing units for rent in the Project to applicants ("**Tenants**");

(b) Take and process applications for rentals, including prospective Tenant interviews and credit checks. If an application is rejected, the applicant shall be advised of the reason for rejection. The rejected application, together with the written notice of the rejection and any other related correspondence, shall be kept on file for three years following the rejection;

(c) Comply with the leasing guidelines and other requirements contained in any documents executed by Emerson I and/or Emerson II in connection with the acquisition, financing and ownership of the Project, and other applicable tenancy laws and regulations, and any other requirements provided by Emerson I and/or Emerson II (the "**Requirements**"). Requirements will include leasing and other restrictions placed on the project by the New Jersey Housing and Mortgage Finance Agency and/or the Bergen County HOME Program;

(d) Use for each lease a form of lease to be provided by Agent (a "**Lease**"), which Lease form shall be consistent with the Requirements;

(e) Execute all Leases in Emerson I's or Emerson II's name, as applicable, subject to prior written approval by the NJHMFA of any deviation from the approved rent schedule, Lease form, and leasing guidelines;

(f) Collect, deposit, and disburse security deposits, if required, in accordance with the terms of each Lease. The amount of each security deposit shall be held by the Agent in an account, separate from all other accounts and funds. Each such account shall be in the name of Emerson I or Emerson II, as applicable, and designated of record as "Security Deposit Account" and shall be established and maintained in accordance with all applicable laws and regulations, including that interest on security deposits shall be paid according to law;

(g) Maintain a current wait list of acceptable prospective Tenants and undertake all arrangements necessary and incidental to the acceptance of rental applications and the execution of Leases. Agent shall exercise its best efforts (including, but not limited to, placement of advertising, interviewing of prospective Tenants, assistance and counseling in completion and execution of Leases, processing of documents and credit and employment verifications, and explanation of the program and operations of Emerson I and Emerson II), to effect the leasing of dwelling units, renewal of Leases and, in accordance with the terms of each Lease and the Requirements, so that the Project is occupied as fully as possible;

(h) Perform such other acts and deeds requested or as necessary on behalf of Emerson I and Emerson II as are reasonable, necessary and proper in the discharge of Agent's rental duties under this Agreement;

(i) Prorate the first month's rent collected from the Tenant should the Lease term commence on any other day than the first day of the month; and

(j) Participate in the inspection of each dwelling unit identified in the Lease together with the Tenant prior to move-in and upon move-out, and shall record in

writing any damage to the unit at the time the Tenant moved in and any damage occurring during the Tenant's occupancy.

(k) remit on a timely basis all mortgage payments to the mortgagee on each improvement.

3.3 Qualified Rental Use.

(a) **Occupancy Standards.** Agent shall rent units in the Project only to individuals or families who, at a minimum, qualify under the Requirements as applicable. Agent shall, in renting housing units, obtain such references and perform such background checks as are customary in residential real estate management.

(b) Incident thereto, the following provisions shall apply:

(i) Agent shall require each prospective Tenant to certify the amount of such Tenant's annual family income, family size, and any other information required to enable appropriate and correct subsidy or otherwise reasonably requested. Agent shall require Tenants to re-certify such matters on a biennial basis, prior to such time as the information is required for reporting purposes;

(ii) Agent shall maintain and preserve all written records of Tenant family income and size, and any other information necessary to comply with the Requirements or otherwise reasonably requested throughout the term of this Agreement; and

3.4 Collection of Rents and Other Receipts. Agent shall collect, when due, all rents, charges and other amounts receivable on Emerson I's and Emerson II's account in connection with the management and operation of the Project. Such receipts shall not be co-mingled with other funds and shall be deposited and held in a separate account in accordance with the provisions of Section 7.1.

3.5 Enforcement of Leases. Agent shall secure full compliance by each Tenant with the terms of such Tenant's Lease. Agent may, and shall if required and appropriate to lawfully terminate any tenancy when, in Agent's judgment, sufficient cause for such termination occurs under the terms of Tenant's Lease, including, but not limited to, nonpayment of rent. Reasonable attorneys' fees and other necessary costs incurred in connection with such actions shall be paid out of the Operating Account. Agent shall properly assess and collect from each Tenant or the security deposit the cost of repairing any damages to the housing unit arising during the Tenant's occupancy.

3.6 Maintenance and Repairs. Agent shall maintain safe and sanitary condition of the property and in a rentable state of repair, all in accordance with the Project rules, regulations, and local codes, including but not limited to: cleaning, painting, decorating, plumbing, carpentry, grounds care, snow and ice removal, lawn and shrubbery maintenance, inclusive of maintenance of the common elements of the condominium, and such other maintenance and repair work as may be necessary.

3.7 **Personnel.** All of Agent's on-site personnel shall be contracted service providers or employees of Agent and shall be paid by Agent out of the Operating Account.

3.8 **Operating Account.** Disbursements from the Operating Account shall be made in accordance with the Operating Budget prepared pursuant to Section 3.9.

3.9 **Operating Budget.** Agent will work with Emerson I and Emerson II to prepare an updated first year operating budget for the Project. Thereafter, Agent shall prepare a recommended annual operating budget and projected rental rates for the Project for each fiscal year during the term of this Agreement, and shall submit the same at least sixty (60) days before the beginning of such fiscal year. The annual operating budget shall include all costs for operating the Project, all costs for the services the Agent is providing under this Agreement, the Agent's Management Fee, (as further provided in Section 8.1), and, shall specifically include a schedule of recommended rents to be charged for each housing unit, including recommended rent increases with respect to Lease renewals and new Leases. Emerson I and Emerson II shall inform Agent of any changes incorporated in the approved operating budget.

3.10 **Escrow and Tax Payments.** From the funds collected and deposited by Agent in the Operating Account, Agent shall make any monthly escrow payments required under the Loans, if any, for the purpose of funding insurance, tax and such other reserve or escrow accounts for the Project as are necessary to conform to the Requirements. Agent promptly shall present tax bills and insurance premium notices to the escrow agent for payment and shall be able to furnish evidence of timely payment of such taxes, if any, and insurance premiums, and of timely payment of Mortgage and escrow payments, if any.

3.11 **Records and Reports.** In addition to any Requirements specified in this Agreement, Agent shall have the following responsibilities with respect to records and reports:

(a) Agent shall establish and maintain a system of records, books, and accounts in a manner satisfactory and consistent with the Requirements. All records, books, and accounts shall be subject to examination at reasonable hours upon reasonable notice;

(b) Agent shall prepare a monthly report in accordance with the Requirements, and any other reports which are necessary to conform to the Requirements and are consistent with Agent's duties hereunder;

(c) Agent shall prepare, execute and file all forms, reports and returns required by law in connection with the employment of personnel, unemployment insurance, workman's compensation insurance, disability benefits, Social Security, and other similar insurance, and all other benefits or taxes now in effect or hereafter imposed;

(d) Agent shall promptly furnish reports as may be requested from time to time with respect to the renting and financial, physical, or operational condition of the Project; and

(e) Agent shall establish Tenant files containing copies of Leases, certification forms, notices, and other documentation required or as necessary to conform to the Requirements;

(f) Agent shall file with the NJHMFA such reports as are required with regard to the improvement located on either condominium unit, for so long as NJHMFA maintains a mortgage on either Unit.

ARTICLE 4

Compliance with Law

4.1 **Compliance with Law.** Agent shall comply fully with all federal, state, county, municipal and special district laws, ordinances, rules, regulations and orders relative to the leasing of the Project in the State of New Jersey. Agent shall remedy promptly any violation of any such law, ordinance, rule, regulation or other that comes to its attention and shall notify Emerson I and/or Emerson II by the end of the next business day after Agent becomes aware of any violation for which Emerson I and/or Emerson II may be subject to penalty.

ARTICLE 5

Insurance and Indemnification

5.1 **Liability of Agent.** Except as expressly provided to the contrary herein, the obligations and duties of Agent under this Agreement shall be performed as agent of Emerson I and Emerson II, but Agent shall be personally liable for its breaches of this Agreement and for damages and costs (including reasonable attorney's fees) resulting from Agent's gross negligence or willful misconduct. All expenses incurred by Agent in accordance with its obligations and duties under this Agreement and consistent with Emerson I's and Emerson II's approved operating budget, except those due to its breaches of this Agreement or gross negligence or willful misconduct and those expressly specified as Agent's expenses herein, shall be for the account of and on behalf of Emerson I and Emerson II. Provided however, that the gross negligence or willful misconduct limitation of liability of the Agent shall not apply to any: mismanagement or misappropriation of funds; claims by tenants against Emerson I and/or Emerson II for the administration of the leases in accordance with the Requirements; claims by tenants against Emerson I and/or Emerson II for the maintenance and/or repair of the apartment units and/or Common Elements; and, any claims against Emerson I and/or Emerson II by the agents, employees, servants, contractors and/or subcontractors.

5.2 **Cooperation.** Agent shall furnish whatever readily available information requested by Emerson I and Emerson II for the purpose of obtaining insurance coverage and shall aid and cooperate in every reasonable way with respect to such insurance and any loss thereunder.

5.3 Agent's Insurance. At all times during the term of this Agreement, Agent shall maintain, the following in full force and effect:

A fidelity bond or employee dishonesty policy in an amount equal to the gross potential income of the Project for two (2) months, in order to protect against misapplication of Project funds by Agent and/or its employees.

Comprehensive automotive liability insurance for all owned, hired and non-owned vehicles operated by Agent's off-site employees with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage liability.

Insurance for statutory workers' compensation and other employee benefits required by all applicable laws with respect to Agent's corporate employees, employer's liability insurance for an amount not less than \$2,000,000 covering claims and suits by or on behalf of employees and others, not otherwise covered by statutory workers' compensation insurance.

Agent shall obtain the foregoing from a responsible insurance company reasonably satisfactory to the Project's Lenders. Agent shall furnish a certificate of insurance evidencing such coverage and providing thirty days prior written notice of cancellation, non-renewal or any material change in coverage.

5.4 Indemnification of Emerson I and Emerson II. To the extent permitted by law, Agent agrees to defend, indemnify and hold harmless Emerson I and Emerson II from all claims, investigations and suits, with respect to (i) any alleged or actual violation of state or federal labor or other laws pertaining to employees, it being expressly agreed and understood that as among Emerson I, Emerson II, and Agent, all persons employed by Agent in connection with the premises are employees of Agent, not Emerson I and Emerson II; or (ii) Agent's breach of this Agreement or its gross negligence or willful misconduct. Provided however, that the gross negligence or willful misconduct limitation of liability of the Agent shall not apply to any: mismanagement or misappropriation of funds; claims by tenants against Emerson I and Emerson II for the administration of the leases in accordance with the Requirements; claims by tenants against Emerson I and Emerson II for the maintenance and/or repair of the apartment units and/or Common Elements; and, any claims against Emerson I and Emerson II by the agents, employees, servants, contractors and/or subcontractors. Agent shall at all times keep its employees and its contractors insured for statutory workers' compensation and other employee benefits required by all applicable laws, and Agent shall maintain employer's liability insurance for an amount not less than \$2,000,000 covering claims and suits by or on behalf of employees and others, not otherwise covered by statutory workers' compensation insurance.

5.5 Survival of Indemnity Obligations. The indemnity obligations contained in this Agreement shall survive the termination of this Agreement for any claim made for actions taken during the term of this Agreement.

ARTICLE 6

Emerson I and Emerson II's Right to Audit

6.1 **Emerson I's and Emerson II's Right to Audit.** Emerson I and Emerson II reserve the right to conduct or to appoint others to conduct examinations, at Emerson I's and Emerson II's expense, of the books and records maintained for Emerson I and Emerson II by Agent and to perform any and all additional audit tests relating to Agent's activities hereunder.

6.2 **Correction of Discrepancies.** Should Emerson I's or Emerson II's employees or appointees discover either weaknesses in internal control or errors in record keeping, Agent shall correct such discrepancies either upon discovery or within a reasonable period of time. Agent shall inform Emerson I and/or Emerson II, as applicable, in writing of the action taken to correct such audit discrepancies.

ARTICLE 7

Remittance of Funds

7.1 **Deposit of Funds.** Agent shall deposit immediately upon receipt all security deposits in a separate account designated as such by the Agent for Emerson I and Emerson II (the "**Security Deposit Account**") and shall deposit all rents and other funds collected from the operation of the Project, including any and all advance funds, in a bank approved by the Emerson I and Emerson II, in the Emerson I's or Emerson II's account, as applicable, for the Project (the "**Operating Account**").

7.2 **Security Deposits.** Agent shall maintain detailed records of all security deposits and such records shall be open for inspection by the Emerson I's and Emerson II's employees or appointees. Said security deposit account shall be opened and operated pursuant to New Jersey State Law.

The security deposit must be kept in a bank that will provide accounts with computer reporting of the account and issue all 1099 and other required documents in accordance with the Requirements and New Jersey State Laws.

All deposits made to this account must be made within seven (7) days of receipt from the tenant. Further, when a tenant gives notice of intent to vacate the Project, a full accounting of any refunds due and the issuance of a refund check, if any, in the appropriate amount, must be made within thirty (30) days of the tenants vacating the unit.

Any penalties imposed on the Project or Emerson I and/or Emerson II for the Agent's failure to comply with the laws and regulations governing the maintenance of Tenant Security Deposit Accounts shall be the sole responsibility of the Agent.

7.3 **Expenditures.** Any disbursements made by Agent pursuant to this Agreement shall be made out of the Operating Account. Emerson I and Emerson II agree to make necessary operating funds available to Agent. Agent shall not be obligated to make any advance to the Operating Account or to pay any amount except out of funds in the Operating Account, nor shall Agent be obligated to incur any extraordinary liability or obligation unless Emerson I and/or Emerson II, as applicable, shall furnish Agent with the necessary funds for the discharge thereof. If Agent shall voluntarily advance any amount of its own funds on behalf of Emerson I and/or Emerson II for the payment of any obligation or necessary expense connected with the maintenance or operation of the Project or otherwise, Emerson I and/or Emerson II, as applicable, shall reimburse Agent therefore within a reasonable time after demand.

ARTICLE 8

Compensation

8.1 The Agent will be compensated for its services under this Agreement to be paid out of Emerson I's and Emerson II's respective Operating Account and treated as Project Expenses (the "**Management Fee**"). The Management Fee shall be paid in monthly installments on the fifteenth (15th) of each month, with any first or last month's payment at the beginning and/or end of this Agreement being pro-rated. The current Management Fee is \$1,433 per unit, per year, and in addition to the provisions in Section 3.9, shall be increased each subsequent year in accordance with this Section. Each year the Agent shall prepare a proposed Management Fee for the following year, and submit the same to Emerson I and Emerson II for review and the Parties shall come to an agreement on each year's Management Fee, which shall then be approved by the Parties and included in Emerson I's and Emerson II's respective Operating Budgets. Additionally, for so long as NJHMFA maintains a mortgage on either Unit, the portion of the Management Fee for booking, accounting and related charges shall be a sum equal to and never less than then in effect NJHMFA Asset Management Bulletin for such charges.

8.2 As of the Effective Date, the Agent shall be compensated as provided in Section 8.1 by Emerson I for all services required by the Agent and provided to Emerson I as required under this Agreement. The Parties agree that as of the Effective Date, as the Second Phase and the additional four (4) apartment units have not been constructed, that the Agent shall be compensated by Emerson II for all services required by the Agent provided to Emerson II under this Agreement, except for those related to providing services related to tenants of the additional four (4) apartment units, and services for the operation and maintenance of the Second Phase. Emerson II shall provide notice to the Agent in advance of the additional four (4) apartment units in the Second Phase being ready for occupancy and at that time Emerson II's Operating Budget and the Agent's Management Fee shall be revised to reflect an increase in the Agent's Management Fee for services related to tenants of the additional four (4) apartment units.

Additionally, upon completion of the construction of the Second Phase, Emerson II shall provide a notice to the Agent and Emerson I, that the Second Phase is ready for occupancy and the Agent services relating to the operation and maintenance of the

Common Elements, as defined in The Valor Condominium Master Deed and By-Laws, in the Second Phase is required, and at that time Emerson I's and Emerson II's Operating Budgets and the Agent's Management Fee shall be revised to reflect an increase in the Agent's Management fee for services related to the operation and maintenance of the Common Elements in the Second Phase.

8.3 The Parties agree that Emerson I and Emerson II, shall each be separately responsible, (not joint and severally responsible), to pay its respective Management Fee, and prepare and adopt its Operating Budget, and funds its Operating Account as provided herein. The Parties shall cooperate in preparing Operating Budgets and funding each Operating Account to provide for the total amount of funds required for the Agent to perform its services under this Agreement for the entire Project and to be paid its Management Fee for the entire Project. Further, any cost (including the Management Fee, and costs for providing operating and maintenance services, etc.) that applies to the entire Project (not costs related to each condominium unit or the costs for services provided to tenants) shall be borne by Emerson I and Emerson II based upon the percentage ownership of its respective unit in The Valor Condominium, as may be revised from time-to-time (which is presently 77% for Unit 1/Emerson I, and 23% for Unit 2/Emerson II) and shall be included in each Operating Budget.

ARTICLE 9

Termination

9.1 **Sale of Property.** This Agreement shall be terminated automatically and immediately upon destruction, condemnation, sale, exchange, or other disposition (excluding any mortgage or refinancing) of the Project by the Emerson I and/or Emerson II or the removal of Emerson I and/or Emerson II. If both Emerson I and Emerson II do not dispose of, or are removed from its portion of the Project on its condominium unit, the remaining parties agree to enter into a new agreement under the same terms and conditions as provided herein.

9.2 **Other Termination.** This Agreement may be terminated by Emerson I or Emerson II at any time, with or without cause, by giving sixty (60) days written notice of intent to terminate to the Agent. Agent may terminate this Agreement by giving sixty (60) days written notice. This Agreement may also be terminated by the Agent, Emerson I, or Emerson II upon the occurrence of any of the following circumstances which shall be considered a default:

(a) The filing of a voluntary petition of bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by either Emerson I, Emerson II, or Agent;

(b) The consent to an involuntary petition in bankruptcy or the failure by either Emerson I, Emerson II, or Agent to vacate within ninety (90) days from the date of entry thereof any order approving an involuntary petition;

(c) The failure of Agent to perform, keep or fulfill any of its duties hereunder or to comply with the covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of any such default for a period of thirty (30) days after notice of such failure (except in the event of Agent's willful misconduct, in which case no notice shall be required).

Upon any such event of default, the non-defaulting Party shall, without prejudice to any other recourse at law that it may have, give to the defaulting Party notice of its intention to terminate this Agreement and the term of this Agreement shall expire.

Within thirty (30) days after the termination of this Agreement, Agent shall close all accounts and pay the balances or assign all certificates of deposit regarding the Project to Emerson I and Emerson II, as applicable. Within thirty (30) days after the termination of this Agreement, Agent shall deliver to Emerson I and Emerson II all plans and surveys of the Project in its possession and all books and records, keys, reports, files, leases, contracts, and all other written material and property concerning the Project. Within thirty (30) days after the termination of this Agreement, Agent shall submit to Emerson I and Emerson II all reports required under Section 3.13 hereof to the date of such termination, and Agent, Emerson I and Emerson II shall account to each other with respect to all matters outstanding as of the date of termination. Upon Emerson I's and/or Emerson II's request, Agent shall assign to Emerson I and/or Emerson II, as applicable, all contracts requested by Emerson I and/or Emerson II concerning the Project, to the extent permitted by such contracts, and shall cooperate (at no expense to Agent) with Emerson I and/or Emerson II in connection with the transition to a new Agent.

9.3 Final Accounting. Upon termination of this Agreement for any reason, Agent shall deliver to Emerson I and Emerson II immediately upon termination (or upon Agent's subsequent receipt or acquisition) the following with respect to the Project:

(a) Any Tenant security deposits or other monies belonging to Emerson I and Emerson II held by Agent on Emerson I's and Emerson II's behalf; and

(b) All records, contracts, leases, receipts for deposits, unpaid bills and other papers or documents relating to the Project.

ARTICLE 10

Cooperation

If any claims, demands, suits or other legal proceedings which arise out of any of the matters relating to this Agreement be made or instituted by any person against either Emerson I, Emerson II, and/or Agent, and each shall give to each other all pertinent information and reasonable assistance in the defense or other disposition thereof, at its sole expense.

ARTICLE 11

Consent

Whenever in this Agreement the consent or approval of Emerson I, Emerson II, or Agent is required such consent or approval shall not be unreasonably withheld, conditioned, or delayed. Such consent shall be in writing and shall be duly executed by an authorized officer or agent for the Party granting such consent or approval; provided, however, notwithstanding anything in this Agreement to the contrary, if such consent or approval would be required for Agent to comply with the Requirements, Agent shall not be responsible for a failure to comply with the Requirements as a result of Emerson I's and/or Emerson II's refusal or unreasonable delay to so consent or approve.

ARTICLE 12

Notices

All notices, demands, consents and reports provided for in this Agreement shall be given in writing and shall be deemed received by the addressee on the third day after mailing if mailed by United States certified or registered mail, postage prepaid, or on the day delivered if personally delivered at the following addresses, or by email provided the recipient acknowledges receipt of the email by reply email or in writing:

If to Emerson I: Emerson Affordable Housing, LLC
c/o Housing Development Corporation of Bergen County
570 Route 17 North
Upper Saddle River, New Jersey 07458
Attn: Executive Director, Lynn Bartlett
Email: bartlexx@xxxxxx.xxg

If to Emerson II: Emerson Affordable Housing II, Inc.
c/o Housing Development Corporation of Bergen County
570 Route 17 North
Upper Saddle River, New Jersey 07458
Attn: Executive Director, Lynn Bartlett
Email: bartlexx@xxxxxx.xxg

If to Agent: Housing Authority of Bergen County
One Bergen County Plaza– 2nd Floor
Hackensack, New Jersey 07601
Attn: Executive Director Michele DiIorgi
Email: xxxxxxx@xxxxxx.xxx

For so long as NJHMFA maintains a mortgage on either Unit, notice shall also be provided to:

New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue
PO Box 18550
Trenton, New Jersey 08550-2085
Attention: Chief of Legal and Regulatory Affairs

The above addresses may be changed by the appropriate Party giving written notice of such change to the other Parties.

ARTICLE 13

Miscellaneous

13.1 **Assignment.** Agent shall not assign its rights under this Agreement without the prior written consent of Emerson I and Emerson II and any purported assignment without Emerson I and Emerson II's prior written consent shall be of no effect.

13.2 **Limited Special Power of Attorney.** Emerson I and Emerson II authorize the Agent as attorney-in-fact for Emerson I and Emerson II solely for the purposes of entering into and executing Leases and rental agreements with respect to the Project on forms approved by Emerson I and Emerson II, to collect rents and other funds due Emerson I and Emerson II in Agent's name on Emerson I and Emerson II's behalf, and to establish and make deposits into and withdrawals from the Security Deposit Account and the Operating Account in accordance with the terms of this Agreement.

13.3 **Amendments.** This Agreement constitutes the entire Agreement between Agent, Emerson I and Emerson II and no amendment, alteration, modification or addition to this Agreement shall be valid or enforceable unless expressed and signed by the Party or Parties to be bound thereby.

13.4 **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

13.5 **No Continuing Waiver.** None of the Parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such Party. The waiver by any Party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

13.6 **Illegality.** If any provision of this Agreement shall prove to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

13.7 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Emerson I and Emerson II, its successors and permitted assigns, and shall be binding upon and inure to the benefit of Agent, its successors and its permitted assigns.

13.8 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Property Management Agreement as of the date first above written.

Emerson Affordable Housing, LLC

By: _____
Lynn Bartlett
Executive Director
Housing Development Corporation of Bergen County

Emerson Affordable Housing II, Inc.

By: _____
Lynn Bartlett,
Secretary/Treasurer

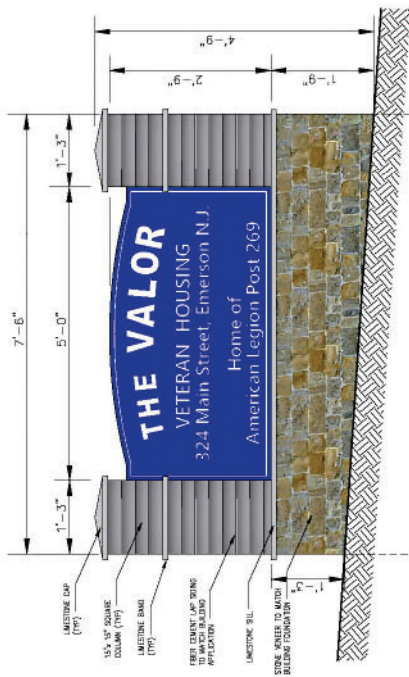
Housing Authority of Bergen County

By: _____
Michele DiIorgi
Executive Director

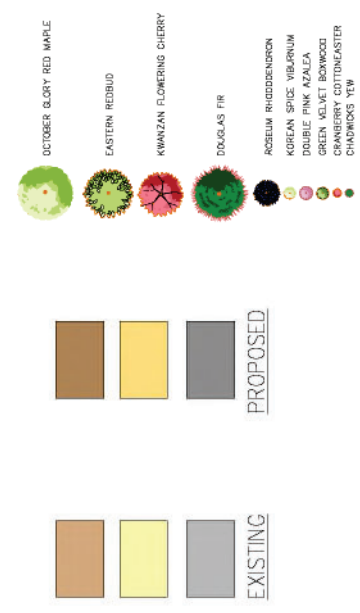
11/10/25

EXHIBIT A

Schematic Plan, prepared by Costa Engineering Corporation,
dated August 2, 2023, last revised December 8, 2023, and consisting of one (1) sheet



DOUBLE FACED MONUMENT SIGN DETAIL
13.3 S.F. (SIGN TO BE LIT WITH GROUND MOUNTED UP-LIGHTING)
SCALE: 1"= 1'



PARKING CALCULATIONS:
7 DUPLEX = 13 SPACES PER UNIT OR 14 x 1.5 = 21 SPACES
100% OF 21 SPACES = 21 SPACES
MEETING HALL: 20, PLUS 1/20th 5.1 = 20 + (2350/200) = 30 SPACES
EXISTING ON SITE: 31 SPACES PLUS 8 PROPOSED = 39 SPACES
ELECTRIC VEHICLE REQUIREMENTS:
RESIDENTIAL PORTION: 10% OF 27 = 5 MAKE READY SPACES, 1/3 OR 2 TO BE EVSE
MEETING HALL: 20 SPACES REQUIRED (MARKED) 10 SPACES: 4 MAKE READY AND 2 EVSE (6 TOTAL)
TOTAL PARKING REQUIRED (BY REDUCTION): 60-(602) = 48, DAPPED AT 10% = 40-6
= 34 PARKING SPACES REQUIRED
39 PARKING SPACES PROPOSED

GRAPHIC SCALE
(1" = 20' FEET)
1" = 20' FEET

COSTA ENGINEERING CORPORATION
PROFESSIONAL ENGINEERS-ARCHITECTS
2000 N. 10TH AVE., SUITE 200
BERGEN COUNTY, NEW JERSEY 07642
TEL: (201) 461-8800 FAX: (201) 461-8801

PROJECT NO.	24650435600
DATE	10/20/2023
DESIGNED BY	ROBERT L. COSTA, N.J. LIC. NO. 34202 & 4639
CHECKED BY	DAVID J. KOVACS, N.J. LIC. NO. 24650435600
DATE	10/20/2023
PROJECT NAME	THE VALOR VETERAN HOUSING - PHASE II
LOCATION	324 MAIN STREET, LOT 3 EMERSON, NEW JERSEY

ROBERT L. COSTA, N.J. LIC. NO. 34202 & 4639
DAVID J. KOVACS, N.J. LIC. NO. 24650435600
NEW JERSEY PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION
1	10/20/2023	ISSUED FOR PERMIT