

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF CLARK

AS REDEVELOPMENT ENTITY

AND

RARITAN ROAD HOLDINGS URBAN RENEWAL LLC

AS REDEVELOPER

Dated: March____, 2023

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EXHIBIT A – Form of Financial Agreement

EXHIBIT B – Form of Declaration

THIS REDEVELOPMENT AGREEMENT (the “**Redevelopment Agreement**”) made this [___] day of March, 2023, by and between

THE TOWNSHIP OF CLARK a public body corporate and politic of the State of New Jersey having its offices at 430 Westfield Avenue, Clark, New Jersey 07066 in its capacity as a “**Redevelopment Entity**” pursuant to N.J.S.A. 40A:12A-4(c) (hereinafter referred as the “**Township**”)

AND

RARITAN ROAD HOLDINGS URBAN RENEWAL, LLC, a New Jersey limited liability company (formerly known as Raritan Road Holdings LLC) with offices care of Storage Deluxe, 26 West 17th Street, Suite 801, New York, NY 10011 (and its successors and permitted assigns, the “**Redeveloper**”, each a “**Party**” and, together with the Township, the “**Parties**”) which is an urban renewal entity.

WITNESSETH

WHEREAS, the Township, a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Mayor and Township Council (the “**Township Council**”) of the Township adopted a resolution designating the parcels known as Block 60, Lots 60.1, 61, 62 and 63, located at 1088 Raritan Road, Clark, New Jersey, consisting of approximately 1.92 acres, (the “**Redevelopment Area**”) as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, in accordance with the provisions of N.J.S.A. 40A:12A-7, the Township Council duly adopted the “Redevelopment Plan” (as amended, the “**Redevelopment Plan**”) for the Redevelopment Area; and

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

WHEREAS, the Redeveloper is the owner of the real property constituting the Redevelopment Area consisting of Block 60, Lots 60.01, 61, 62 and 63 (the “**Property**” or “**Project Site**”); and

WHEREAS, on August 15, 2022, the Township Council adopted Resolution No. 22-131, conditionally designating the Redeveloper, as the “redeveloper” of the Property, subject to the conditions that Redeveloper establish a professional escrow to reimburse the Township for all

professional fees incurred in connection with the redevelopment project that forms the subject matter hereof, and that the Township and the Redeveloper enter into a Redevelopment Agreement to provide for the redevelopment of the Property; and

WHEREAS, on August 4, 2022, the Redeveloper obtained approval from the Planning Board for site plan for the Project (as defined herein), related variances and waivers, which approval was memorialized by the Planning Board by resolution adopted on October 6, 2022; and

WHEREAS, on March 20, 2023, the Township Council adopted Resolution Number 23-52, authorizing the execution of this Redevelopment Agreement (the “Authorizing Resolution”).

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

ARTICLE 1 DEFINITIONS

1.01. Definitions. As used in this Redevelopment Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Redevelopment Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words “include”, “includes”, and “including” when used in this Redevelopment Agreement shall be deemed to be followed by the phrase “without limitation”. The words “agree”, “agreements”, “approval” and “consent” when used in this Redevelopment Agreement shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as otherwise specified. All references to Sections, Recitals, Articles or Exhibits shall refer to Sections, Recitals, Articles or Exhibits in this Redevelopment Agreement unless otherwise specified.

“Affiliate” shall mean 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.

“**Applicable Law**” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the Long Term Tax Exemption Law, the Municipal Land Use Law (*N.J.S.A. 40:55D-1 et seq.*), relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable Environmental Laws and applicable federal and state labor standards.

“**Building Permit**” shall mean a building permit issued by or on behalf of the Township for the Project.

“Certificate of Completion” means written acknowledgement by the Township in recordable form that the Redeveloper has Completed Construction of the Project in accordance with the requirements of the Redevelopment Plan and this Redevelopment Agreement.

“Certificate of Occupancy” shall mean a 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, N.J.A.C. 5:23-1 *et seq.*, relating to the Project.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project in accordance with the Redevelopment Plan sufficient for issuance of Certificate of Occupancy for the Project, subject to (a) completing minor conditions of the Governmental Approvals; and (b) installation of landscaping, final fixtures and floor coverings.

“Declaration” shall have the meaning set forth in Section 3.04

“Default Notice” shall have the meaning set forth in Section 6.01(a)

“Effective Date” shall mean the date this Redevelopment Agreement is executed by the Township and Redeveloper.

“Environmental Laws” means all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to environmental contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances materials or wastes, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act: (**“CERCLA”**) (42 US C. §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 (**“RCRA”**) (42 U.S.C. §§ 690, *et seq.*), the Clean Water Act (33 U.S.C. §§ 1251, *et seq.*); the New Jersey Spill Compensation and Control Act (the **“Spill Act”**) (N.J.S.A. 58:10-23.11 *et seq.*); the Industrial Site Recovery Act, as amended (**“ISRA”**) (N.J.S.A. 13:IK-6, *et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21 *et seq.*); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 *et seq.*); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 *et seq.*); and the rules and regulations promulgated thereunder.

“Escrow Account” shall have the meaning set forth in Section 5.04.

“Estoppel Certificate” means a certificate issued by either of the Parties either stating that this Agreement is in full force and effect and that there is no default or breach under this Agreement nor any event which, with the passage of time and the provision of notice, would result in a default or breach under this Agreement, or stating the nature of the default or breach, if any. In the event the Estoppel Certificate discloses such a default or breach, it shall also state whether, and if so, the manner in which, such default or breach may be cured.

“Event of Default” shall have the meaning set forth in Section 6.01.

“Financial Agreement” means an agreement, substantially in the form attached hereto as **Exhibit A**, to be executed by the Township and the Redeveloper pursuant to the Long-Term Tax Exemption Law.

“Force Majeure”. Means a failure of either Party to perform any of the provisions of this Agreement by reason of any of the following and, provided that and conditioned upon the other party’s receipt of prompt written notice thereof (but in no event more than two (2) days after such reason arises) also indicating the expected length of the delay, shall not constitute a default or breach of this Agreement: labor disputes, strikes, picket lines, unavailability of materials, freight and delivery delays, energy shortages, boycott efforts, fires, floods, freezes, extreme weather conditions, accidents, war (whether or not declared), terrorism, riots, acts of God acts (including, but not limited to, a delay in acting or a failure to act) of government (including without limitation any agency, subdivision or department of the United States of America or the State of New Jersey), denial of any Governmental Approvals, acts or omissions of other third parties, including litigation by third parties (other than third parties for whom the party asserting an excusable delay is responsible, such as contractors performing work for that party).

“Governmental Approvals” shall mean all necessary reviews, consents, opinions, permits or other approvals of any kind legally required by any federal, state, county or local Governmental Body or quasi-governmental entity having jurisdiction over any aspect of the implementation or construction of the Project or any portion thereof, including, but not limited to, preliminary and final site plan and subdivision approval and construction permits. Moreover, Governmental Approvals shall include without limitation: the final site plan with respect to the development of the Project submitted to, and approved by, the Planning Board or its successor in accordance with the Municipal Land Use Law; county planning board approvals; construction plans and specifications for the obtaining of building permits for the proposed construction; environmental approvals, consents and authorizations from the NJDEP and any other applicable agencies; NJDOT approvals, consents and authorizations, sewerage capacity approvals, utilities-related permits and any and all other necessary permits, licenses, consents and approvals.

“Foreclosure” means that event in which a Holder forecloses its mortgage secured by the Project Site, or any part thereof, or takes title to the Project Site, or any part thereof, by deed-in-lieu of foreclosure or such similar transaction.

“Holder” means the mortgagee or its Affiliate, as that term is defined herein, to the Project Site or any portion of the Project Site.

“Land Use Law” shall mean the New Jersey Municipal Land Use Law, *N.J.S.A. 40:55D-1, et seq.*

“Long Term Tax Exemption Law” shall mean *N.J.S.A. 40A:20-1, et seq.*

“Occupancy Agreements” shall mean those written occupancy agreements between the Redeveloper and third-party occupants that will occupy all or a portion of the Project Improvements or Project Site upon the issuance of one of more Certificates of Occupancy.

“Parties” shall have the meaning assigned thereto in the Recitals.

“Permitted Transfers” means the following transfers, subject to the terms and limitations herein: (a) utility, access and other development easements; (b) a mortgage or mortgages (including, but not limited to, collateral assignment of this Agreement to the mortgage holder to be effective, at the option of the mortgagee, upon default by Redeveloper under the mortgage documents), for the sole purposes of: (i) financing any aspect of the Project, including, but not limited to, the Redeveloper’s acquisition of and/or development of the Project Site; and for no other purpose, provided, however, that for such mortgage or mortgages to constitute a “Permitted Transfer” or “Permitted Transfers,” the occurrence of an event of default as to Redeveloper hereunder also shall constitute an Event of Default by Redeveloper under the loan documents documenting such financing; and (ii) permanent financing upon substantial completion of construction of the Project; (c) an assignment and/or transfer of Redeveloper’s interest in this Agreement to an Affiliate [including an entity that would qualify as an urban renewal entity (a “URE”), provided that: (i) such Affiliate has been approved in advance in writing by the Township; (ii) such Affiliate is expressly subject to and assumes this Agreement, and the terms and conditions hereof, in writing, which writing shall be an Assignment and Assumption Agreement between the Redeveloper and the Affiliate (an “**Assignment**”); and (iii) a fully executed copy of the Assignment is promptly provided to the Township, which Assignment shall require no action or approval by the Township so long as it is executed in substantially the form attached hereto as **Exhibit C**]; (d) transfer of any interest in the Project Site or any portion of the Project Site to a URE qualified urban renewal entity under the control of Redeveloper, provided that the Township first has approved such entity and such transfer in writing; (f) transfers among the existing members of Redeveloper or existing direct or indirect holders of interests in Redeveloper; (g) transfers by operation of law of a direct or indirect interest in Redeveloper as a result of death of any individual; (h) transfers by any owner(s) of a direct or indirect interest in Redeveloper to an entity owned by such owner(s); (i); (j) transfers of direct or indirect equity interests in Redeveloper for financing purposes; (k) transfer of up to ninety (90%) of the direct or indirect membership interest in the Redeveloper to an equity investor and (l) leases and occupancy agreements to third-party occupants that will occupy all or a portion of the Project Improvements provided that occupancy dates on such agreement or agreements commence after issuance of the certificate of occupancy for the portion of the Project to which the agreement applies (such agreements are referred to herein as “Occupancy Agreements.”)

“Permitted Transferee” shall mean any transferee or assignee as contemplated in the definition of Permitted Transfer.

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

“Planning Board” shall mean the planning board of the Township established pursuant to N.J.S.A. 40:55D-23.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or portion thereof, and shall include, but shall not be limited to, the minimum requirements of Applicable Law or the Redevelopment Plan depending on the context of its use in this Redevelopment Agreement.

“Project” shall mean the design, development and financing of the Project Improvements, in compliance with the terms and conditions set forth in the Resolutions, this Redevelopment Agreement, the Redevelopment Plan, Applicable Law and Governmental Approvals.

“Project Improvements” means: (a) a self-storage facility totaling approximately 95,839 square feet of gross building area and associated site improvements, which Project Improvements are to be constructed by the Redeveloper and leased to unrelated third-party users pursuant to Occupancy Agreements.

“Project Schedule” means a timetable that shows the start and end of the project tasks, which is annexed as Schedule “A” and are made a part hereof.

“Property” shall have the meaning assigned thereto in the Recitals.

“Redeveloper” shall have the meaning assigned thereto in the Recitals.

“Redevelopment Agreement” shall mean this Agreement.

“Redevelopment Area” shall have the meaning assigned thereto in the Recitals.

“Redevelopment Entity” shall mean the Township acting in its capacity as a redevelopment entity pursuant to *N.J.S.A. 40A:12A-4(c)*.

“Redevelopment Law” shall have the meaning assigned thereto in the Recitals.

“Redevelopment Plan” shall have the meaning assigned thereto in the Recitals.

“Resolutions” shall mean the Township Council’s Resolution 21-186, dated December 20, 2021, Resolution 22-55, dated March 21, 2022, Resolution 22-06, dated June 13, 2022, and Resolution 22-131, dated August 15, 2022, the Township Planning Board’s Resolutions dated May 5, 2022 and October 6, 2022, the Township Engineer’s Resolution Review Compliance letter dated December 23, 2022 (the “Resolution Review Compliance Letter”), and the Authorizing Resolution, all of which are annexed as Schedule “B” and are made a part hereof.

“Scheduled Completion Date” shall have the meaning set forth in Section 4.03(e).

“State” shall mean the State of New Jersey.

“Subsequent Redeveloper” shall mean the developer who undertakes projects not included within this redevelopment project.

“Termination Notice” shall have the meaning set forth in Section 6.02.

“Tolling Event” means: (i) an Event of Default by the Township; (ii) an act or omission of the Township that has a material and adverse effect on the ability of the Redeveloper to perform any obligation, requirement, commitment or responsibility set forth by this Agreement; (iii) any

litigation regarding any Governmental Approval or the denial of, or imposition of conditions to, any Governmental Approval; and (iv) any governmental moratorium that prevents construction, development or occupancy of the Project.

“Township” shall have the meaning assigned thereto in the Recitals.

“Township Costs” shall have the meaning set forth in Section 5.03.

“Township Council” shall have the meaning set forth in the Recitals.

“Urban Renewal Entity” means the Redeveloper, an urban renewal entity formed in accordance with the Long-Term Tax Exemption Law.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the Township. The Township hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Law and is currently in full force and effect.

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

(c) All requisite action has been taken by the Township and all requisite consents have been obtained in connection with entering into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, and the consummation of the transaction contemplated hereby. To the knowledge of the Township there are no writs, injunctions, orders of decrees of any court or governmental body that would be violated by the Township entering into or performing its obligations under this Redevelopment Agreement.

(d) This Redevelopment Agreement has been duly executed 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, subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect, and subject to any equitable principles limiting the right to obtain specific performance of certain obligations of Seller hereunder and thereunder, and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default

under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(e) The Township represents that to its knowledge and belief 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 this Redevelopment Agreement.

(f) No other Redevelopment Agreements are in effect with respect to the Property.

2.02 Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties, knowing that the Township is relying thereon in entering into, executing, delivering and performing this Agreement:

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

(b) Redeveloper is a duly organized and validly existing limited liability company and a duly organized and validly existing Urban Renewal Entity, in good standing under the laws of the State, authorized to do business in the State, that has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby and to perform its obligations hereunder, and has duly executed and delivered this Redevelopment Agreement, and all necessary resolutions have been duly adopted by the Redeveloper, or such other actions as legally required and necessary have been undertaken to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing and delivering this Redevelopment Agreement to do so for and on Redeveloper's behalf.

(c) The Redeveloper is the owner of the Property.

(d) To the best of Redeveloper's knowledge and belief, there is no action, proceeding or investigation now pending, 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 Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement.

Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of the certificate of formation or any operating, and/or similar agreement of Redeveloper or any agreement, mortgage, indenture, instrument or judgment, written or unwritten, to which Redeveloper is a party, or by which Redeveloper or its assets may

be bound or affected, or result in the creation of a lien or encumbrance upon the properties or assets of Redeveloper pursuant to the certificate of formation or the operating agreement of Redeveloper, or any such other similar agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment to which Redeveloper is a party or by which Redeveloper or Redeveloper's properties or assets may be bound or affected..

(e) To the best of Redeveloper's knowledge and belief all information and statements included in any information submitted to the Township and its agents, are true and correct in all material respects. Redeveloper acknowledges that the facts contained in the information submitted by Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement.

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

(g) To the best of Redeveloper's knowledge, no lien has been attached to any revenues or any real or personal property owned by the Redeveloper and located in the State, as a result of monies being expended out of the New Jersey Spill Compensation Fund to pay for "Cleanup and Removal Costs" as such term is defined in N.J.S.A. 58:10-23.11b(d) arising from an intentional or unintentional action or omission of the Redeveloper or of any previous owner or operator of said real property.

(i) This Agreement and any other agreements or instruments required to be executed and delivered in accordance with the terms hereof, have been duly and validly executed and delivered by Redeveloper and constitute the legal, valid and binding obligations of Redeveloper, enforceable in accordance with their respective terms.

(j) Redeveloper has full right, power and authority to enter into and perform this Agreement in accordance with its terms. This Agreement, upon its execution and delivery, shall constitute the legal, valid and binding agreement of Redeveloper, enforceable in accordance with its terms.

(k) The Township has not made any representation, warranty or promise whatsoever with regard to this Agreement or the transactions contemplated hereby, except as expressly set forth herein.

(l) No approval, authorization, consent or other order or action of any court, administrative agency, other governmental authority or third party is required for the execution and delivery by Redeveloper of this Agreement, or such other agreements and instruments, or consummation of the transactions contemplated hereby or thereby.

(p) To the best of Redeveloper's knowledge, no representation, warranty or covenant made by Redeveloper in this Agreement, no certificate, schedule or exhibit given or delivered to Redeveloper and no information or statements included in any information submitted to the Township and its agents in connection with or pursuant to this Agreement, contains any

untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained in this Agreement or the matters disclosed in such certificates, schedules or exhibits, in light of the circumstances under which such statements or disclosures were made, not misleading.

ARTICLE 3

COVENANTS AND RESTRICTIONS

3.01. Covenants and Restrictions. The Redeveloper hereby covenants as follows:

(a) Redeveloper shall use commercially reasonable efforts to construct the Project on the Property in accordance and shall comply with Applicable Laws, the Plans, Government Approvals, the Redevelopment Plan, the Resolutions, and this Agreement.

(b) Prior to the issuance of a Certificate of Completion for the Project Redeveloper shall not sell, lease or otherwise transfer all or any portion of the Property, except for Permitted Transfers as defined in Section 1.01 above, without the prior written consent of the Township in accordance Section 3.05 below, Redeveloper hereby acknowledging that certain such Permitted Transfers themselves require such prior written notice, which do not include Permitted Transfers (f)-(l) as set forth in in Section “1.01” “Definitions.”

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

(d) Redeveloper shall, upon Completion of Construction, obtain all Governmental Approvals required authorizing the occupancy and uses of the Property for the purposes contemplated hereby.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained in accordance with this Agreement and the Resolutions at its sole cost and expense.

(f) Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Law, Governmental Approvals, the Redevelopment Plan, the Resolutions, and this Redevelopment Agreement, including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement.

(g) Redeveloper shall not mortgage, grant a security interest in or a lien upon, encumber, hypothecate or otherwise use the Property or any part thereof as collateral for any transaction unrelated to the Project.

(h) Redeveloper shall, during construction of the Project, take commercially reasonable steps to minimize or mitigate impact on the surrounding neighborhood (such as, for example, noise and dust controls) as required by Applicable Law and keep debris and/or waste materials containerized and/or stored and disposed of, all within normal industry standards,

(i) The Redeveloper shall notify the Township of any material adverse 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 Area.

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

3.02 Effect and Duration of Covenants. It is intended and agreed that the covenant 3.01(c) shall run with the land. All other covenants also shall run with the land but shall be deemed satisfied and shall terminate upon issuance of a Certificate of Completion.

3.03. Enforcement by Township. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Township and its successors shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.01 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township and such community and other parties, public or private, 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 to or in favor of which such agreements and covenants relate.

3.04. Declaration of Covenants and Restrictions. Redeveloper agrees to and shall execute, deliver to the Township and record a Declaration of Covenants and Restrictions with respect to the Property (the "**Declaration**") in substantially the same form as that attached hereto as **Exhibit B**, imposing the covenants upon said land.

3.05. Approval of Transfers

(a) All references to "Redeveloper" in this Agreement includes any Permitted Transferee, approved assignee of the Redeveloper's right, title and interest under this Agreement and any approved transferee of all or any portion of the Project Site.

(b) Any transfer and/or assignment of this Agreement which is subject to the written approval of the Township, such approval shall not be withheld, conditioned, or delayed

unreasonably, and provided that (i) such transferee is qualified to do business in the State of New Jersey and is in good standing; (ii) such transferee executes an agreement in which it assumes the obligations of the Redeveloper set forth herein with respect to the portion of the Project so transferred to it, and (iii) the transferee is financially and technically capable of developing, designing financing, constructing, operating, and maintaining the Project. Nothing contained herein is intended to require an impermissible delegation of governmental authority or responsibility. The foregoing restriction upon conveyances shall not apply to the property, owned by the Redeveloper, for which a temporary or permanent certificate of occupancy has been granted.

Such right and privilege to transfer its interests in this Agreement to any individual, corporation, partnership or limited liability company, who acquires title to the Property, and said new owner shall have the rights and obligations afforded by this Agreement, and the right to transfer its interest(s) subject to the rights and obligations imposed on Redeveloper by this Agreement and the terms of the approval. It is understood and agreed that, as part of any said transfer the grantee by acceptance of a deed to the Property shall be bound by all the terms and conditions of this Agreement and agrees to assume all obligations hereunder. If Redeveloper transfers or assigns less than its entire interest, the grantee shall nonetheless be liable to complete and/or comply with the obligations of Redeveloper herein. A partial transfer of the Property shall not relieve Redeveloper or its successors or assigns of its obligations under this Agreement.

ARTICLE 4

PROJECT DETAILS/ PARTIES' OBLIGATIONS

4.01. General Scope of Project.

(a) The Township hereby designates and appoints the Redeveloper as the exclusive redeveloper of the Property, subject to the terms and conditions set forth herein, in accordance with the Redevelopment Law. It is understood and agreed by and between the Parties that the Redeveloper has the right and obligation to develop the Property consistent with the terms of Applicable Laws, the Plans, Government Approvals, the Redevelopment Plan, the Resolutions, and this Redevelopment Agreement. The Redeveloper shall undertake the construction of the Project in accordance with the Project Schedule.

(b) The Project shall consist of the construction of self-storage facility as set forth in the Resolutions dated _August 15, 2022.

(c) It is understood and agreed by and between the Parties that Redeveloper and its permitted assigns has the exclusive right to develop the Property consistent with the terms of Applicable Law, Governmental Approvals, the Redevelopment Plan, the Resolutions, and this Redevelopment Agreement.

4.02 Schedule; Governmental Approvals; Commencement of Construction and Completion of Construction.

(a) Within One Hundred Fifty (150) days of the Effective Date, the Redeveloper shall obtain construction financing for the Project.

(b) Within One Hundred Twenty (120) days of the Effective Date, the Redeveloper shall submit all applications for Governmental Approvals necessary for the Project.

(c) Within two (2) months of the Redeveloper's receipt of all Governmental Approvals and obtaining construction financing for the Project, the Redeveloper shall Commence Construction.

(d) The Redeveloper shall Complete Construction within twenty (20) months of Commencement of Construction (the "**Scheduled Completion Date**"). Any extension of these dates in this Section shall not be unreasonably withheld.

(e) The foregoing covenants in this Section hereof shall run with the land but shall be deemed satisfied and shall terminate upon issuance of a Certificate of Completion

4.03. Certificate of Occupancy and Certificate of Completion.

(a) Upon Completion of Construction of the Project as applicable, pursuant to Section 4.02, Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy therefor.

(b) Following the issuance of the Certificate of Occupancy, and the satisfaction of the terms and conditions of this Redevelopment Agreement with respect to the Project, the Township agrees to issue a Certificate of Completion therefor. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Redevelopment Agreement with respect to the Project and the Redevelopment Plan with respect to the obligations of Redeveloper to construct the Project within the time frame set forth herein. Within thirty (30) days after the Township's receipt of the written request by Redeveloper, the Township shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to complete the Project in accordance with the provisions of this Redevelopment Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts will be necessary in the reasonable opinion of the Township for Redeveloper to be entitled to the Certificate of Completion.

ARTICLE 5

FINANCIAL COMMITMENTS

5.01. Redeveloper's Financial Commitment. The Redeveloper represents and warrants that to the best of its knowledge and belief, it has obtained or can obtain and intends to commit the requisite equity and debt financing in an amount necessary to implement and complete the Project.

5.02. Project Costs. All costs of implementing this Redevelopment Agreement and completing the Project, including Township Costs as specified in Section 5.03 hereof, and the costs incurred by the Redeveloper, will be borne by the Redeveloper.

5.03. Township Costs. In addition to the Redeveloper's costs for the Project, the Redeveloper agrees to provide funding to the Township for all reasonable and necessary actual out-of-pocket third-party costs incurred thereby in connection with the redevelopment of the Property ("**Township Costs**"). Township Costs shall include, but not be limited to, any reasonable fees and thirty party costs of any professional consultant retained by the Township in connection with the Project, including, without limitation, attorneys, technical consultants, planners, financial consultants and appraisers, among others.

5.04. Payment of Township Costs. The Redeveloper agrees that it will reimburse the Township for all Township Costs in accordance with the terms hereof and the Resolution Review Compliance Letter. The Redeveloper represents and warrant that it has deposited, or prior to the issuance of Building Permits covenants that it shall deposit and replenish, such escrows into the escrow account that Redeveloper has established with the Township (the "**Escrow Account**"), as are outlined in the Resolution Review Compliance Letter. Same will be applied to the payment or reimbursement of the Township Costs as provided in this Redevelopment Agreement, including, without limitation, costs that were incurred prior to the date hereof in accordance with the terms of this Section 5.04. Prior to the Township's withdrawal of funds from the Escrow Account for the payment of its Township Costs, the Township shall provide the Redeveloper with a copy of each invoice reflecting Township Costs to be paid. Unless the Redeveloper promptly (no later than within 20 days of its receipt of any such copy) provides a written objection that any invoiced item is not a Township Cost, the Township shall be free to withdraw funds from the Escrow Account for the payment of such invoiced services.

Said escrow deposit shall be utilized to cover the legal costs associated with the Application, and for the review and preparation of this Agreement, and any necessary correspondences with Developer, Developer's professionals, the Township and or its professional personnel, including, but not limited to, the Township Engineer; and to cover the costs associated with services to be rendered by the Township Engineer or his/her authorized representatives or other approving authority in connection with the inspections of the improvements of the Project, though, and including the date of full execution hereof, and Developer's costs and fees going forward from the date of execution and delivery. The Township Attorney and the Township Engineer will bill Redeveloper at the same hourly rate and in the same manner as it bills the Township. Said monies will be held and administered in accordance with Sections 53.1 and 53.2 of the MLUL.

If the escrow is paid in installments as provided for by NJSA 40:55D-53 (h), *et seq.*, then before the escrow deposit falls below 10% Redeveloper shall provide the next installment as certified by the Township Chief Financial Officer. Should Redeveloper fail to post funds for the Escrow Account sufficient to pay the costs of any invoice for professional services rendered and continue to fail to post the required funds within 10 days after written notice to Redeveloper of such deficiency by the Township, the Township may issue a stop work order halting all work at the Property until such time as Redeveloper brings the Escrow Account balance current. Upon

completion of all improvements at the Property, should any deposit monies be left over in escrow, the unused balance shall be paid in accordance with Section 53.2 of the MLUL.

Should the Township determine that the amount in escrow for the payment of inspection fees as calculated pursuant to N.J.S.A. 40:55D-53(h) is insufficient to cover the cost of additional required inspections, the Township may require Redeveloper to deposit additional funds in escrow provided the Township delivers to Redeveloper a written inspection escrow deposit request, signed by the Township Engineer, which informs Redeveloper of the need for additional inspections, details the items or undertakings that require inspection, estimates the time required for those inspections and estimates the cost of performing those inspections.

5.05. Governmental Approval Fees. The Redeveloper will pay all fees for any Governmental Approvals for the construction and development of the Project, including, without limitation, any permit fees payable to all required Governmental Authorities for any Governmental Approvals.

5.06. Application for Tax Exemption; Urban Renewal Entity. The Redeveloper is, and represents and warrants itself to be, an Urban Renewal Entity and has submitted to the Township an application for tax exemption in accordance with the Long-Term Tax Exemption Law. The Parties agree that the approval of a tax exemption and the execution of a financial agreement (the “**Financial Agreement**”) pursuant to the Long-Term Tax Exemption Law is a material term of this Redevelopment Agreement and the failure of the Parties to execute a Financial Agreement within three (3) months of the Effective Date shall permit either Party to terminate this Redevelopment Agreement upon written notice to the other Party.

ARTICLE 6

EVENTS OF DEFAULT; TERMINATION

6.01. Events of Default. Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure Extension and or a Tolling Event as defined in Section 1.01 of this Redevelopment Agreement:

1. As to Redeveloper:

(a) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Redevelopment Agreement as a “Default” or a “default”, and except as otherwise specified below the continuance of such Default for a period of forty-five (45) days after receipt of a notice of default (the “**Default Notice**”) from the Township specifying the nature of such Default and requesting that such Default be remedied; provided, however, if the Default is one that cannot be completely remedied forty-five (45) days after such Default Notice, it shall not be an Event of Default as long as Redeveloper commences such remedy within such forty-five (45) day period and is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than one hundred and twenty (120) after such Default Notice unless this Redevelopment Agreement specifically provides otherwise.

(b) Redeveloper's failure to make any payment or deposit of funds required hereunder as and when required and such failure shall have continued for a period of thirty (30) days after receipt of such written notice demanding same be remedied.

(c) (i) Redeveloper 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; (ii) a custodian shall have been legally appointed with or without consent of Redeveloper; (iii) Redeveloper, (1) has made a general assignment for the benefit of creditors, or (2) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors. Redeveloper shall commence such remedy within such thirty (30) days after such Default Notice, it shall not be an Event of Default as long as Redeveloper commences such remedy within the thirty (30) day period and is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Default Notice unless this Redevelopment Agreement specifically provides otherwise

(d) Redeveloper (i) fails to perform its obligations with respect to the construction of the Project in accordance with this Redevelopment Agreement in a material respect, including but not limited to failure to Commence Construction or Complete Construction in accordance with this Redevelopment Agreement after it has received a written Default Notice concerning same, and has failed to cure within thirty (30) days or, for failure to Complete Construction, within sixty (60) days; or (ii) willfully abandons the Project or substantially suspends construction work without the prior consent of the Township for a period of forty-five (45) consecutive days subject to Force Majeure.

(e) Redeveloper's failure to pay real property taxes or assessments, which failure is not cured within thirty (30) days of receipt of written notice by the Township.

(f) Cancellation or termination of any insurance policy, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Township, upon cancellation or termination thereof if not replaced with no resulting gaps in coverage within thirty (30) days after written notice demanding same be remedied.

(g) Failure to provide an Estoppel Certificate, as hereinafter defined.

2. As to Township:

(a) Failure of the Township to provide the Redeveloper with any documents, reports, information, studies or other items in its possession that pertain to the Property or contain relevant information material to the Redeveloper's decision to proceed with the Project or construction of the Project which is in the possession of the Township, and the Redeveloper and/or the Project is materially adversely affected and/or delayed.

(b) The Township fails to issue any required Certificate of Completion for any portion of the Project in a timely manner for which such portion of the Project qualifies.

(c) If the Township fails to serve a timely written notice of deficiency in accordance with this Agreement in response to the Redeveloper's site plan submissions or in connection with the issuance of a Certificate of Completion.

(d) The Township fails to perform any covenant or condition contained in this Agreement, which failure persists for a period of 60 days following receipt of a written notice from the Redeveloper requesting that such failure be remedied provided, however that if such failure of performance reasonably cannot be completely remedied within 60 days after such notice, it shall not be an event of default as long as the Township is proceeding in good faith and with due diligence to remedy the same as practicable, but in no event later than 120 days after the notice unless this Agreement specifically provides otherwise.

(e) Failure to provide an Estoppel Certificate.

6.02. Remedies Upon Event of Default

(a) Whenever an Event of Default of Redeveloper shall have occurred and shall be continuing, the Township may, on forty-five (45) days' written notice to Redeveloper (a **"Redeveloper Termination Notice"**) terminate this Redevelopment Agreement and Redeveloper's designation as Redeveloper hereunder, and in addition thereto, take whatever other action is available at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of Redeveloper under this Redevelopment Agreement.

(b) Whenever an Event of Default of Township shall have occurred and shall be continuing, the Redeveloper may, on additional written notice to the Township and after the expiration of thirty (30) days after the Township's receipt of such written notice during which the Township shall be entitled to cure such default or, if such cure reasonably cannot be cured within such thirty (30) days, then within a reasonable time provided that such correction is commenced within such thirty (30) days and thereafter is diligently prosecuted to completion (**"Township Termination Notice"**), terminate this Redevelopment Agreement and take whatever action at law or in equity is available as may appear necessary or desirable to enforce the performance or observation of any rights, remedies, obligations, agreement or covenants of the Township under this Redevelopment Agreement.

(c) Notwithstanding the foregoing, in no event shall either Party be liable to the other for any special, incidental or consequential damages arising out of the performance or non-performance under this Agreement.

6.03. Force Majeure or Tolling Event 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 or Tolling 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 or Tolling Event, and provided further, that such party claiming a delay due to a Force Majeure Event or a Tolling Event shall provide written notice of such Force Majeure Event or Tolling Event promptly after it arises describing such Force Majeure Event or Tolling Event and providing an estimate of the period of delay. 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 or Tolling Event.

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

6.05. Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

6.06. Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (a) the designation of the Redevelopment Area, (b) the Redevelopment Plan, or (c) execution of this Redevelopment Agreement by the Township, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions in this Redevelopment Agreement; provided, however, that (i) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Redevelopment Agreement by written notice to the other, and (ii) if such litigation is not finally determined (inclusive of the expiration of any applicable appeal period) but the Force Majeure Extension has been in effect for at least eighteen (18) months from the date the complaint was filed, either Party may elect to terminate this Redevelopment Agreement. In either event, the Township shall not be liable to the Redeveloper for any costs the Redeveloper incurred in connection with the Project, unless the Township was, and Redeveloper was not, aware of the impending/threatened third party litigation prior to the execution and delivery hereof.

ARTICLE 7

MISCELLANEOUS

7.01. Notices and Demands. A notice, demand or other communication under this Redevelopment Agreement by any Party to the other shall be sufficiently given or delivered if dispatched by United States registered or certified mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section 7.01.

TOWNSHIP

Township of Clark
Attn: James Ulrich,
Township Administrator
430 Westfield Avenue
Clark, NJ 07066

With a simultaneous copy to:
Mark P. Dugan, Esq.
Triarsi, Betancourt, Wukovits & Dugan, LLC
186 North Ave. E.
Cranford, New Jersey 07016

REDEVELOPER

Attn:

With a copy to:
Hehl & Hehl Offices of
Javerbaum Wurgaft Hick Kahn Wikstrom &
Sinins, P.C.
370 Chestnut Street
Union, New Jersey 07083
Attn: Stephen F. Hehl, Esq.

With a copy to:
RARITAN ROAD HOLDINGS URBAN
RENEWAL LLC
Attn: Steve Novenstein
26 W 17th St, Suite 801
New York, NY 10011

With a copy to
Cohen & Perfetto LLP
Attn: Christine Mulryan
21 Vanderventer Avenue
Port Washington, New York 11050

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. Either Party may, from time

to time (upon not less than seven (7) days prior written notice given to the other Party pursuant to the terms of this Section 7.01) change the address or facsimile number to which notices shall be sent or designate one or more additional or substitute persons to whom notices are to be sent.

7.02 No Consideration for Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, to any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys pursuant to the Interim Costs Agreement. 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.

7.03. Non-Liability of Officials and Employees of the Township and Redeveloper. No member, official or employee of the Township shall be personally liable to 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 Redeveloper or its successor, or on any obligations under the terms of this Redevelopment Agreement, except for intentional willful misconduct. Redeveloper, and its employees, officers, or members shall not be personally liable to the Township in the event of any default or breach by Redeveloper, or for any amount which may become due to Township or its successor, or on any obligation under the terms of this Redevelopment Agreement except for intentional willful misconduct.

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

7.05. Exhibits and Schedules. Any and all Exhibits and Schedules annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement and are incorporated herein by this reference thereto.

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

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

7.08. Indemnification. Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the Township, its governing body, the Township Engineer, and their respective officers, employees, agents and respective successors and assigns, from any third party valid claims, liabilities, actual losses, actual third party out of pocket costs, actual damages, penalties and actual third party out of pocket expenses (including without limitation, reasonable attorney's fees, costs and expenses) (collectively, "Claims") with (a) Redeveloper's performance or non-performance of this Agreement, or failure to perform any obligation hereunder, ; (b) any action, inaction or failure to

act by Redeveloper with respect to the Project; (c) any breach by Redeveloper or its agents or employees under this Redevelopment Agreement; or (d) related to, occasioned by, or arising or resulting from or in connection with the negligence or the acts or omissions of Redeveloper or its agents, employees in connection with the development, financing, design, construction, operation, or maintenance of the Project. Such indemnity shall be insured and constitute and insured contract under Redeveloper's insurance policies.

7.09. Counterparts. This Redevelopment Agreement may be executed in counterparts.

7.10. Governing Law. This Redevelopment Agreement shall be solely and exclusively governed by and construed in accordance with the Applicable Laws of the State, and any disputes arising hereunder solely and exclusively shall be resolved in the Superior Court, State of New Jersey, Union County Vicinage.

7.11 Estoppel Certificate. Within thirty (30) days following receipt of a written request by either of the Parties or of any Holder, purchaser of an interest in the Project Site or any portion thereof, the other party shall issue a signed Estoppel Certificate, as that term is defined herein. It is acknowledged and agreed by the Redeveloper and the Township that such Estoppel Certificate may be relied upon by any financial institution, lender, mortgage assignee, prospective mortgage assignee or prospective purchaser of any portion of the Project Site.

7.12 Incorporation By Reference. The recitals hereinabove, and all Resolutions of the Township Council and the Planning Board, any and all submissions by Redeveloper, and all such submissions which were approved by the Township, are integral hereto and are incorporated herein in their entirety and made a part hereof. Redeveloper shall comply with all of the same as though fully set forth at length herein.

ARTICLE 8

FINANCING PROVISIONS

8.01 Redeveloper Financing. The Township acknowledges that Redeveloper intends, and is permitted under this Agreement, to obtain construction mortgage financing for all or part of the costs of acquisition, development, construction and operation of the Project, and permanent mortgage financing. Redeveloper shall notify the Township in writing of any such financing secured by a mortgage or other lien instrument which it enters into with respect to the Project Site or the Project or any part thereof (the mortgagee thereunder or its Affiliate, a **"Holder"**).

8.02 Notice of Default to Holder and Right to Cure. Whenever the Township shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper under this Redevelopment Agreement the Township shall at the same time deliver to each Holder a copy of such notice or demand, provided however, that Redeveloper has delivered to the Township a written notice of the name and address of such Holder. Each such Holder shall have the right at its option within ninety (90) days after the receipt of such notice, to cure or remedy any such default which is subject to being so cured. If such default can only be remedied or cured

by such Holder upon obtaining possession of the Project Site, such Holder may seek to obtain possession of the Project Site (or portion to which its mortgage relates) with diligence and continuity through a receiver or otherwise and thereafter remedy or cure such default within ninety (90) calendar days after obtaining possession. If the default reasonably cannot with diligence be remedied or cured, or the remedy or cure of which reasonably cannot be commenced within such ninety (90) days period, such Holder shall be granted additional time, not to exceed one-hundred-twenty (120) days, as may reasonably be necessary to remedy or cure such default with diligence and continuity.

8.03 No Guarantee of Development, Construction or Completion of the Project. A Holder shall in no manner be obligated by the provisions of this Agreement to develop, construct or complete the Project (or portion to which its mortgage relates), or to guarantee such development, construction or completion; nor shall any covenant or any other provisions be construed to so obligate a Holder. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to permit or authorize such Holder to undertake or continue the development, construction or completion of the Project, or portion to which its mortgage relates (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made), without the Holder first having been designated as a Subsequent Redeveloper.

8.04 Foreclosure.

(a) **Holder's Options.** If a Holder forecloses its mortgage secured by the Project Site (or portion to which its mortgage relates), or takes title to the Project Site (or portion to which its mortgage relates) by Deed in Lieu of foreclosure or similar transaction (collectively, a "**Foreclosure**"), the Holder shall have the right in accordance with N.J.S.A. 55:17-1 et seq., but not the obligation, at its option to: (i) sell the property to a Subsequent Redeveloper, subject to the terms herein, to undertake or continue the development, construction or completion of the Project as set forth herein; or (ii) expressly assume the obligations of Redeveloper under this Agreement (collectively, "**Holder's Options**"); provided however, that one of the Holder's Options is exercised within six (6) months of the transfer of title resulting from the Foreclosure (the "**Transition Period**"), the failure of which may result in the Township's termination of this Agreement, as further set forth herein.

(b) **Extension(s) of Project Schedule.** In furtherance of the foregoing, the Holder, or a Subsequent Redeveloper, as the case may be, assuming the obligations of Redeveloper hereunder, shall enter into a written agreement with the Township to complete the Project in the manner provided herein, subject to reasonable amendment including extensions of the Project Schedule (the "**Subsequent Redevelopment Agreement**"). Any Subsequent Redevelopment Agreement shall address the cure of any Event of Default by Redeveloper regardless of when such Event of Default

occurred, the failure of which may result in the Township's termination of this Agreement, as further set forth herein.

(c) Completion of Project. Any such Holder or Subsequent Redeveloper, as the case may be, assuming the obligations of Redeveloper hereunder, completing the Project or any portion thereof in the manner provided in this Agreement and/or otherwise pursuant to the Subsequent Redevelopment Agreement shall be entitled to Certificates of Occupancy and a Certificate of Completion in accordance herewith.

(d) Expiration of Transition Period. In the event that Holder declines to exercise one of the Holder's Options as set forth above, then the Township shall have the option to terminate this Agreement by and pursuant to written notice to Holder and to undertake condemnation proceedings in accordance with the Redevelopment Law.

(e). Enforcement of Redeveloper's Violations Against Holder or Subsequent Redeveloper. In the event of a Foreclosure, the Township shall not seek to enforce against the Holder or Subsequent Redeveloper any remedies available to the Township pursuant to the terms of this Agreement for any Events of Default by Redeveloper which occurred prior to the Foreclosure.

(f) No Deviation from Project Description by Holder or Subsequent Redeveloper. Subject to the provisions herein, nothing in this Agreement shall be construed or deemed to permit or to authorize any Holder or any Subsequent Redeveloper, as the case may be, to devote the Project Site or any portion thereof to any uses or to construct any improvements thereon other than those uses and improvements, respectively, provided for hereunder.

ARTICLE 9

DEVELOPMENT PROVISIONS

The parties hereby agree to and incorporate by reference the annexed Development Provisions Addendum, made a part hereof. Execution and delivery of the annexed Development Provisions by the parties shall be condition to this Agreement and the Township's obligations hereunder.

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

**IN WITNESS WHEREOF**, the parties have executed this Redevelopment Agreement on the date first written above.

**WITNESS OR ATTEST:**

**THE TOWNSHIP OF CLARK**

\_\_\_\_\_  
**EDITH L. MERKEL,**  
Township Clerk

By: \_\_\_\_\_  
**SALVATORE F. BONACCORSO,**  
Mayor

**RARITAN ROAD HOLDINGS URBAN  
RENEWAL LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Form of Financial Agreement**

**EXHIBIT B**  
**Form of Declaration**

The Redeveloper and its successors, transferees and assigns hereby covenant, which covenants shall run with the land, that they shall:

- (i) Construct only the uses established in the current Redevelopment Plan;
- (ii) Pursuant to the Applicable Law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Redevelopment Area or any buildings or structures erected or to be erected thereon, or any part thereof;
- (iii) In the sale, lease or occupancy of the Redevelopment Area or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land 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, sex, disability or marital status, and Redeveloper, 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, disability or marital status to the extent required by the Applicable Law;
- (iv) Commence Construction of the Improvements within the Project Schedule provided that the Governmental Approvals and permitting are not delayed by the actions or inactions of the Township, or an Event of Force Majeure.
- (v) The Redeveloper shall be without power to sell, lease or otherwise transfer the redevelopment area or project, or any part thereof, without the written consent of the Township, except for the Permitted Transfers “f” through “l” as set forth in Section 1.10 “Definition”.
- (vi) Upon completion of the required improvements, the conditions determined to exist at the time the area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.

The aforesaid covenants, provisions and controls shall be deemed satisfied upon termination of the agreements and covenants entered into by the redeveloper to construct the improvements and to perform the redevelopment.

**SCHEDULE “A”**

**Project Schedule**

[See Attached]

**SCHEDULE “B”**

**Resolutions**

[See Attached]