

REDEVELOPMENT AGREEMENT

ORIGINAL

BY AND BETWEEN

THE TOWNSHIP OF CHESTERFIELD

AND

ACTIVE ACQUISITIONS OY LLC

as Redeveloper

Date: December 29, 2022 _____

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THIS REDEVELOPMENT AGREEMENT (this “Redevelopment Agreement” or “Agreement”), dated this ____ day of December, 2022 by and between **ACTIVE ACQUISITIONS OY LLC**, having offices c/o Active Acquisitions LLC, 250 West Nyack Road, Suite 104D, West Nyack, New York 10994, and/or its assignee, as provided herein, (the “Redeveloper”), and the **TOWNSHIP OF CHESTERFIELD**, a Municipal Corporation of the State of New Jersey, having offices at 295 Bordentown Chesterfield Road, Chesterfield, New Jersey 08515 (the “Township”), collectively referred to as the “Parties”

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (“Redevelopment Law”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment or rehabilitation; and

WHEREAS, pursuant to and in accordance with the Redevelopment Law, on May 28, 2020, the Township Committee of the Township (the “Township Committee”) adopted Resolution No. 2020-5-6, designating Block 701, Lot 2.01 on the official tax map of the Township (the “Property”), totaling approximately 159 acres within the Township, as “an area in need of rehabilitation”; and

WHEREAS, pursuant to such designation, on October 27, 2022, the Township Committee adopted Ordinance No. 2022-15, approving and adopting the “*Old York Redevelopment Plan*,” dated September 2022, prepared by CME Associates (“Redevelopment Plan”), which sets forth, among other things, the plan for the redevelopment of the Property; and

WHEREAS, the Redevelopment Plan was amended by Ordinance 2022-17, adopted December 8, 2022; and

WHEREAS, Redeveloper proposed to purchase and redevelop the Property by constructing thereon a project consisting of commercial/industrial/warehouse building(s) totaling approximately up to 1.3 million square feet, an onsite wastewater treatment plant to discharge groundwater, together with related parking spaces and loading spaces as described and contemplated in the Redevelopment Plan (collectively, the “Project”); and

WHEREAS, the Redeveloper has requested designation by the Township as the redeveloper for the Project on the Property; and

WHEREAS, the Township determined that the Redeveloper possesses the proper qualifications, financial resources and capacity to implement and complete the Project in accordance with the Redevelopment Plan, and all other Applicable Laws (as such term is defined herein), ordinances and regulations; and

WHEREAS, on December 8, 2022, the Township Committee adopted Resolution No. 2022-12-6, designating Redeveloper as the redeveloper of the Property in accordance with the Redevelopment Law, subject to the Parties entering into a redevelopment agreement for the construction of the Project; and

WHEREAS, Redeveloper is now the contract purchaser of the Property; and

WHEREAS, in order to set forth, in a more comprehensive agreement, the terms and conditions under which the Parties shall carry out their respective undertakings, rights and obligations with respect to the construction of the Project, the Parties have determined to execute this Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, and to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the Parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. Except as expressly provided herein to the contrary, all capitalized terms used in this Redevelopment Agreement and its exhibits shall have the following meanings:

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

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

“Building Permit” shall mean a Building Permit issued by or on behalf of the Township for the Project or portion thereof.

“Certificate of Completion” means a certificate issued by the Township in accordance with this Redevelopment Agreement, and which acknowledges that the Project Improvements or any specified portion of the Project has been completed under this Redevelopment Agreement and the Redevelopment Plan and that Redeveloper is released from all obligations and liabilities hereunder with respect to the Project or portion thereof.

“Certificate of Occupancy” means a temporary or permanent “certificate of occupancy,” as such terms are defined in the New Jersey Administrative Code, issued with respect to all or a portion of the Project upon completion of all or a portion of the Project.

“Commence Construction” or “Commencement of Construction” means the undertaking by Redeveloper of any actual physical construction of any Project Improvements, including site preparation, environmental remediation, construction of new structures or construction or upgrading of infrastructure after obtaining any and all necessary Governmental Approvals.

“Completion” shall mean the date that a Phase or the Project may, in all material respects, be used and operated for its intended purpose sufficient for the issuance of a Certificate of Occupancy, in a manner consistent with the Redevelopment Plan, all Governmental Approvals and all Applicable Laws.

“Control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“County” means Burlington County, New Jersey.

“Declaration” is defined in Section 3.2.

“Default” means a condition or event which constitutes or would constitute, after notice and a right to cure or lapse of time or both, an Event of Default as more particularly defined in Article 10 of this Agreement.

“Effective Date” means the date on which this Redevelopment Agreement is executed by the last of the Parties to so execute same.

“End User” shall mean the person purchasing the Project in fee simple or leasing the Project from Redeveloper, or a successor entity.

“Environmental Laws” means any and all applicable 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, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. sect. 9601-9675; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. sect. 6901, et seq.; the Clean Water Act, 33 U.S.C. sect. 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. 13:1K-6, et seq.; the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21, et seq.; the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq.; the New Jersey Environmental Rights Act, N.J.S.A. 2A:35A-1, et seq.; and the rules and regulations promulgated thereunder, as now in force or as may hereinafter be modified or amended.

"Event of Default" is defined in Section 9.1.

"Force Majeure" is defined in Section 9.2.

"Foreclosure" means that event in which a Holder forecloses its Mortgage secured by the Property or the Project Improvements, or part thereof, or takes title to the Property or the Project Improvements, or part thereof, by Deed in Lieu of Foreclosure or similar transaction.

"Governmental Approvals" or "Approvals" means all final and un-appealable local, state and federal governmental approvals necessary or required for implementation and completion of the Project on the Property in accordance with the terms of this Agreement, including without limitation preliminary and final site plan approval; preliminary and final subdivision approval, if and as applicable; environmental permits, including but not limited to wetlands and storm water drainage permits; permits, consents, permissions or approvals relating to historic preservation matters; utilities-related permits, including permits related to water supply and sewer service; and all other necessary permits, licenses, consents, permissions or approvals from or required by governmental agencies and "will-serve" letter from the local electric, sewer, water, cable and other utility companies.

"Governmental Body" means any Federal, State, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the Township of Chesterfield, County of Burlington, and the State of New Jersey.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic, a pollutant or contaminant, or dangerous under any applicable Federal, State, county or local statute, rule, regulation, ordinance or order.

"Historic Preservation Commission" means the Chesterfield Historic Preservation Commission ("HPC").

"Holder" means person, company, entity or its known or identified affiliates having or controlling a transferable or non-transferable security or financial interest in the Property or Project of record, such as a mortgagee, lien holder, bond holder, lender in possession of a negotiable document with rights being secured in a written document setting forth the rights and

responsibilities of such person, company, entity or its known or identified affiliates of those said interests.

“Large Trucks” is defined in Section 4.17(d).

“Legal Requirements” means all laws, statutes, codes, ordinances, orders, regulations and requirements of any Governmental Body, now or hereafter in effect, and, in each case, as amended from time to time.

“LRHL” means the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*

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

“Mortgage” means a Mortgage or Deed of Trust or other lien, equity participations, mezzanine debt given by Redeveloper encumbering its interest(s) in and to the Property and/or Project Improvements.

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

“Notice” is defined in Section 11.1.

“Party” means either the Township or the Redeveloper, as the context requires.

“Permitted Transactions” is defined in Section 7.2(b).

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

“Phase” shall mean the staged components of the Project as may be determined by Redeveloper under a phasing plan.

“Planning Board” means the Planning Board for the Township of Chesterfield.

“Project” as defined in the Recitals hereto.

“Project Improvements” means the Redeveloper's construction and completion the Project on the Property.

“Project Schedule” is defined in Section 3.1(b) and set forth in Exhibit A.

“Property” as defined in the Recitals hereto.

“Public Site Improvements” means any utility and/or infrastructure improvements that the Township and Redeveloper hereafter agree to classify, and/or which are so classified by Applicable Law, as Public Site Improvements under this Redevelopment Agreement per Section 4.4, which Public Site Improvements shall be dedicated to the Township for public use and which shall be accepted for public use upon the issuance of a Certificate of Completion for the Public Site Improvements.

“Redevelopment Agreement” or “Agreement” means this Redevelopment Agreement between the Township and Redeveloper.

“Redevelopment Law” as defined in the Recitals hereto.

“Redevelopment Plan” as defined in the Recitals hereto.

“Redeveloper” means Active Acquisitions OY LLC.

“Redeveloper Covenants” is defined in Section 3.1.

“Site Plan Approvals” means Site Plan review and approval pursuant to the Redevelopment Law and the MLUL.

“State” means the State of New Jersey.

“Tax Escrow” as defined in Section 4.17(a).

“Third Party Approvals” shall mean those approvals granted by a third party that is not a Governmental Body, which approvals are necessary in connection with the implementation of the Project.

“Tolling Event” as defined in Section 4.11.

“Subdivision Approvals” means Subdivision review and approval pursuant to the Redevelopment Law, N.J.S.A. 40A:12A-13 and the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Township” means the Township of Chesterfield, in the County of Burlington, State of New Jersey, a Municipal Corporation of the State.

“Transfer” is defined in Section 7.2(a).

Section 1.2 Interpretation and Construction.

In this Redevelopment Agreement, unless the context otherwise requires:

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

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

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

D. Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

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

F. All Notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time.

ARTICLE II GENERAL REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties by Redeveloper. The Redeveloper hereby represents and warrants the following to Township for the purpose of inducing Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

A. The Redeveloper is a limited liability company registered in the State of New Jersey, is qualified to do business and is in good standing under the laws of the State of New Jersey, and has all requisite power and authority to carry on its business as now and whenever conducted, including entering into and performing its obligations under this Redevelopment Agreement.

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

C. This Redevelopment Agreement is duly executed by the Redeveloper, and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

D. No receiver, liquidator, custodian or trustee of the Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize or liquidate the assets of the Redeveloper pursuant to the United State Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date.

E. No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper shall have been filed.

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

G. There is no action, proceeding or to the Redeveloper's knowledge, investigation now pending, nor any basis therefore known or believed to exist which (1) questions the authority of the Redeveloper to enter into this Redevelopment Agreement or any action or act taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; or (2) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities, or condition which will materially and substantially impair its ability to perform its obligations pursuant to the terms of this Redevelopment Agreement.

H. The Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of the Redeveloper or of any agreement, Mortgage, indenture, instrument or judgment, to which the Redeveloper is a party.

I. To the Redeveloper's knowledge, all information and statements included in any written documentation submitted by the Redeveloper to the Township and its agents are true and correct in all material respects, and the Redeveloper acknowledges that the facts and representations contained therein are a material factor in the decision of the Township to enter into this Redevelopment Agreement.

J. The Redeveloper agrees that the cost and financing of the Project is the responsibility of the Redeveloper, pursuant to the Redevelopment Plan and this Redevelopment Agreement. The Township shall not be responsible for any cost whatsoever in respect to same.

K. The Redeveloper is financially and technically capable of developing, designing, financing, and constructing the Project.

L. The ownership structure of the Redeveloper is set forth on Exhibit B. The Redeveloper shall, at such times as Township may reasonably request, furnish Township with a

complete statement subscribed and sworn to by the manager of the Redeveloper, setting forth all of the ownership interests of the Redeveloper, or other owners of equity interests of the Redeveloper and the extent of their respective holdings in the Redeveloper.

Section 2.2 Representations and Warranties by Township. Township hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

A. The Township has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

B. This Redevelopment Agreement is 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 Legal Requirements presently in effect and the execution and delivery thereof shall not, with due Notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

C. There is no pending, or to the best of the Township's knowledge, threatened litigation that would currently prevent the Township from performing its duties and obligations hereunder, except for the matter of *Save Old York, et al. v Township of Chesterfield, et al*, filed in Burlington County Superior Court under Docket No. BUR-L-2322-22.

D. The Township is not a party to any agreement, contract, obligation, promise, offer, representation, letter of intent, memorandum of understanding or contractual or quasi contractual relationship that prevents or limits the Township in its ability and right to enter into this Redevelopment Agreement and/or to grant to Redeveloper the rights set forth in this Redevelopment Agreement.

E. The Township has not granted to any other party the rights granted to Redeveloper in this Redevelopment Agreement with respect to the Property.

F. The rehabilitation designation of the Property has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect and the Township shall take no action to alter, amend or repeal the rehabilitation designation.

G. The use(s) of the Property, as contemplated by this Agreement, are authorized by the Redevelopment Law, Applicable Laws and the Redevelopment Plan.

H. To the best of the Township's knowledge and understanding, the Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect and the Township shall not amend or cause the amendment of the Redevelopment Plan with respect to the Property in a manner that affects Redeveloper's rights under this Agreement, or any approvals it may have received, regarding the Project without the prior written consent of the Redeveloper.

I. Designation as Redeveloper. At a meeting held on December 8, 2022 the Township designated and appointed the Redeveloper as the sole and exclusive redeveloper of the Property and of the Project as reflected in Resolution No. 2022-12-6. For so long as this Agreement and the designation hereunder remain in effect, Redeveloper shall have the exclusive right to redevelop the Property in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Agreement.

Section 2.3 Mutual Representations. In the event that any conditions or other matters or contractual provisions that are required by the Redevelopment Law or any other Legal Requirements have been omitted from this Redevelopment Agreement, then, as appropriate, either (a) they shall correct or fulfill any requirements of the Redevelopment Law or any other Legal Requirements which would have initially been their obligation to correct or fulfill; and/or (b) the Township and the Redeveloper agree that this Redevelopment Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Redevelopment Agreement. If such incorporation occurs and results in a change in the obligations or benefits of one of the parties, the Township and the Redeveloper agree to act in good faith to mitigate such changes in position.

ARTICLE III REDEVELOPER COVENANTS; DECLARATION OF COVENANTS AND RESTRICTIONS

Section 3.1 Redeveloper Covenants. The Redeveloper covenants and agrees that (collectively, "Redeveloper Covenants"):

A. The Redeveloper shall carry out the Project in accordance with the provisions of this Redevelopment Agreement and Legal Requirements, including, but not limited to, the Redevelopment Law, all Governmental Approvals and Environmental Laws, and subject to and in accordance with the Redevelopment Plan.

B. The Redeveloper shall undertake with due diligence (1) the financing of the Project, (2) construction and development of the Project, (3) commencement and completion of each item in the schedule attached herinto as Exhibit A ("Project Schedule") in accordance with the Project Schedule, as the same may be delayed and/or extended by Force Majeure, or otherwise within such longer periods as are commercially and economically reasonable under the circumstances and in the sequence deemed appropriate by Redeveloper. All construction activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by developers of first class developments of the same type and nature as the Project.

C. The Redeveloper shall not use the Property, Project Improvements, or any part thereof, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

D. The Redeveloper shall complete the Project or cause the Project to be completed at its sole cost and expense using any public and/or private resources that may be available; provided, however, that Township shall in no way be obligated to provide such resources except as specifically provided for herein.

E. The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or sex in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Redeveloper itself, or any Affiliate claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Property.

F. The Redeveloper shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Property (or any part thereof) on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, marital status, affectional preference or sex of any person.

G. The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the Property and not for speculation in land holding.

Section 3.2 Declaration of Covenants and Restrictions. The Redeveloper shall execute and record a Declaration of Covenants and Restrictions in the form attached hereto as Exhibit D ("Declaration"), upon its acquisition of the Property.

Section 3.3 Effect and Duration of Redeveloper Covenants. It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth therein shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. The Declaration shall expire and be of no further force or effect upon the issuance of a Certificate of Completion or the earlier termination of this Redevelopment Agreement, except as otherwise provided herein.

The covenants and restrictions set forth in the Declaration shall be binding on the Redeveloper itself, and on each successor in interest to the Redeveloper. Likewise, the Redeveloper Covenants set forth in Section 3.1(c), (e), and (f) shall be binding on each party in possession or occupancy, respectively, of all or any of the Project Improvements under contracts entered into after the Effective Date of this Agreement. The applicable Redeveloper Covenants shall only be applicable to the specified Persons for such period of time as that Person holds possession or is in occupancy of the Property and/or Project Improvements.

Section 3.4 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 and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement and of the Redevelopment Plan, both for and in their own right and in the public interest for which purpose such agreements and covenants have been provided. Such agreements and covenants shall (and the Declaration shall so state) run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein. The Township, acting as the Redevelopment Entity, shall have the sole right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled. Upon completion of the Project Improvements, the conditions that were found and determined to exist at the time the Property was determined to be in need of rehabilitation shall be deemed to no longer exist and the conditions and requirements of N.J.S.A. 40A:12A-9(a) shall be deemed to have been satisfied with respect to the Project Improvements, as evidenced by the issuance of a Certificate of Completion.

ARTICLE IV IMPLEMENTATION OF PROJECT

Section 4.1 Governmental Approvals.

A. Obtaining Governmental Approvals. The Redeveloper represents that attached hereto as Exhibit C is a list of all Governmental Approvals known or identified to date that must be or that have been obtained by Redeveloper in connection with the development and construction of the Project Improvements. This list shall be updated as part of the progress reports. The Redeveloper shall use diligent efforts to secure, or cause to be secured any and all Governmental Approvals and shall carry out the Project in conformance therewith. The Township shall fully cooperate with the Redeveloper in obtaining the Governmental Approvals and Third Party Approval. No Governmental Approval shall be deemed "final" until (i) the time for all appeals has run without the filing of an appeal or (ii) in the event an appeal is filed, all such appeal(s) have been resolved fully in favor of the Project and/or Redeveloper and the time for filing any further appeal has expired without the filing of any such appeals.

B. In the event the Redeveloper wishes to materially change or modify the Project Improvements as contemplated under this Redevelopment Agreement, regardless whether same requires new permits or approvals, or any amendment or modification of any existing permits or approvals, the Redeveloper will submit appropriate applications and/or supporting plans or other required documentation to the Township for the Township's written approval, which approval must be secured prior to development of the altered Project Improvements and which approval shall not be unreasonably withheld, delayed or conditioned.

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

Section 4.2 Planning Board. The Redeveloper will secure from the Planning Board preliminary and/or final site plan, lot consolidation or subdivision approvals for the Project and shall comply with conditions, if any, of such approvals.

Section 4.3 Existence of Utilities. The Parties acknowledge that local public utility providers may have certain rights with respect to the Property and may own certain facilities located therein. The Redeveloper agrees that it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and improvements and easements therefore, in order to complete the Project as provided by this Redevelopment Agreement, provided that Township shall, upon request from the Redeveloper, provide any appropriate orders as may be reasonably required to accomplish such relocation, consistent with the provisions of N.J.S.A. 40A:12A-10, and any reasonable and standard costs incurred by Township in connection therewith shall be reimbursed by the Redeveloper. The Redeveloper shall consult local public utility providers with respect to the Property and construction, and shall take all reasonable and customary precautions to prevent personal injury, property damage and other liabilities related to utilities above, at or under the Property. The Redeveloper shall cooperate with the Township in such undertaking, including, but not limited to, the provision of easements over areas within the Property suitable for such relocation, if necessary.

Section 4.4 Public Site Improvements. Redeveloper shall provide a maintenance bond or a letter of credit in a form generally acceptable to governmental bodies in the State guaranteeing that the Public Site Improvements, when completed, will be in accordance with the requirements of the MLUL.

Section 4.5 Required On-Site Improvements. Redeveloper shall comply with the applicable requirements of the Redevelopment Plan and the Governmental Approvals for the Project to construct any necessary on-site improvements in connection with the Project, shall post the necessary performance and maintenance guarantees related to same.

Section 4.6 Required Off-Site Improvements. Redeveloper shall comply with the applicable requirements of the Redevelopment Plan and the Governmental Approvals for the Project, at its sole cost and expense, to construct any necessary off-tract improvements, shall post the necessary performance and maintenance guarantees related to same.

Section 4.7 Redeveloper's Compliance with Traffic and Nuisance Ordinances. Redeveloper shall comply with all Township ordinances regarding traffic, traffic safety, parking during construction, illumination, noise, pollution, and rodent, insect and animal control, both during and after the construction of the Project subject to any modifications or exceptions thereto set forth in the Redevelopment Plan.

Section 4.8 Redevelopment Plan Amendments. The Redeveloper shall have the right to request amendments to the Redevelopment Plan governing the Project and Township shall consider in good faith all such requests. The Township shall not amend the Redevelopment Plan or otherwise alter or negate any terms contained therein without Redeveloper's consent, which consent shall not be unreasonably withheld.

Section 4.9 Occupancy Permit. Upon substantial completion of construction of the Project Improvements in accordance with the Governmental Approvals and Legal Requirements and completion of the Project, the Redeveloper shall apply to the Township Construction Code Official for a Certificate of Occupancy.

Section 4.10 Certificate of Occupancy and Certificate of Completion. The Project Improvements (or any Phase thereof) shall be deemed to be complete and a Certificate of Completion for the Project Improvements (or any Phase thereof) shall be issued by the Township at such time as (i) the Redeveloper has constructed the Project Improvements (or any Phase thereof) in accordance with the terms of this Redevelopment Agreement, substantially in accordance with the Redevelopment Plan, and (ii) a Certificate of Occupancy has been issued for the Project Improvements (or any Phase thereof). Upon Notice (as defined in Section 11.1) from the Redeveloper following completion of the Project Improvements (or any Phase thereof), the Township agrees to issue a Certificate of Completion in form and content reasonably satisfactory to counsel for the Redeveloper and in proper form for recording which shall acknowledge that the Redeveloper has constructed the Project Improvements (or any Phase thereof) in accordance with this Redevelopment Agreement, the Redevelopment Plan and all other agreements referred to herein and/or annexed. Such Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the Redeveloper's obligations pursuant to this Redevelopment Agreement to construct the Project Improvements (or any Phase thereof). The Certificate of Completion shall also constitute a conclusive determination that the conditions that were found and determined to exist at the time the Property was determined to be in need of rehabilitation shall be deemed to no longer exist and the conditions and requirements of N.J.S.A. 40A:12A-9(a) shall be deemed to have been satisfied with respect to the Project Improvements (or any Phase thereof) and shall be in recordable form removing from record the Declaration of Covenants and Restrictions against the Property. Nothing contained in the Certificate of Completion for a specific Phase of the Project shall modify in any way any covenants, provisions or continuing obligations of the Redeveloper under this Redevelopment Agreement or conditions which survive completion of the Project Improvements, for any outstanding Phase, which such covenants, provisions and obligations shall remain in full force and effect until such time as all such obligations of the Redeveloper for such Phases shall be satisfied.

Within thirty (30) days of the written request for a Certificate of Completion by the Redeveloper the Township shall either (i) issue such Certificate of Completion or (ii) the Township shall provide the Redeveloper with a Notice issued by the Township Engineer, setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project Improvements (or any Phase thereof) in accordance with the provisions of this Redevelopment Agreement or is otherwise in default under this Redevelopment Agreement or any other applicable agreement and what measures or acts will be necessary in the opinion of the Township in order for the Redeveloper to be entitled to such Certificate of Completion.

If the reason for the refusal by the Township to issue a Certificate of Completion is confined to the Project Improvement (or any Phase thereof) being substantially complete but for "punch list" items in accordance with the provisions of this Redevelopment Agreement, or any Governmental Approval, the Township will issue its Certificate of Completion upon the posting of a bond (or other reasonably satisfactory security) by the Redeveloper with the Township in an amount representing one hundred and twenty five (125%) percent of the value of the work not yet completed, provided

bonding shall not be required if such work is already covered by and secured by a performance or maintenance bond which has been provided under the Redeveloper's planning board approvals.

Section 4.11 Tolling Event. The Project Schedule represents the Redeveloper's current expectations as to the schedule for the progress and completion of the Project. The Redeveloper will diligently endeavor to complete the Project as set forth in the Project Schedule subject to relief resulting from (a) the occurrence of any one or more events of Force Majeure, (b) casualty affecting all or any part of the Project Improvements, (c) an Event of Default by the Township that has a material adverse effect on the ability of the Redeveloper to adhere to the Project Schedule, and (d) any event, objection or action by a third party, unless intentionally caused by the Redeveloper's act or omission, which delays the issuance of final unappealable approvals or buildings permits (each of the foregoing, a "Tolling Event").

Section 4.12 Prohibition Against Suspension, Discontinuance or Termination. The Redeveloper shall not abandon, suspend or discontinue its performance of its obligations under this Redevelopment Agreement for a period in excess of one hundred and eighty (180) consecutive days or terminate this Redevelopment Agreement (other than in the manner provided for herein) for any reason other than a Tolling Event, but only to the extent and for the period of time that such performance is limited or prevented as a direct result of such occurrence. Notwithstanding the foregoing, even in the event of such a suspension, discontinuance, or termination, Redeveloper shall be responsible to ensure the continued maintenance of the Property, including rodent and animal control, and as otherwise required by Township zoning, property maintenance, and other Applicable Laws.

Section 4.13 Execution of Documents. Redeveloper shall, in order to effectuate the purposes of this Redevelopment Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the acquisition, construction and development of the Project in accordance with all necessary Governmental Approvals.

Section 4.14 Compliance with Redevelopment Agreement. Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, and contractors engaged by Redeveloper or any of Redeveloper's subcontractors shall have the skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Redevelopment Agreement.

Section 4.15 Cooperation. Both Parties shall fully cooperate with each other as necessary to accomplish the Project, including entering into additional agreements that may be required, provided, however, that such actions shall not result in a material increase in the Parties' respective obligations hereunder or material decrease in the Parties' respective rights hereunder.

Section 4.16 Term. This Redevelopment Agreement shall become effective upon its execution by the Parties hereto, and shall remain in full force and effect from such date until the Project has been fully implemented and completed as evidenced by the issuance of a Certificate of Completion, unless otherwise terminated under the terms provided herein, except for those obligations, duties, and responsibilities, which either by operation of law or by operation under this Agreement, either expressly or by implication, survive said term.

Section 4.17 Community Impacts. Redeveloper acknowledges that the Project may result in certain specific impacts upon the community and surrounding area and agrees, in an effort to mitigate some potential impacts, Redeveloper agrees to the following:

A. Upon the issuance of a Certificate of Occupancy for the Project, Redeveloper shall post the sum equal to the amount of two (2) years of the estimated *ad valorem* real property taxes, based upon an assessment to be established by the Township Tax Assessor in an interest-bearing escrow account with the Township, to assure timely and full payment of *ad valorem* real property taxes for the Property (the “Tax Escrow”). In the event that Redeveloper fails to make payment of any quarterly tax bill for the Property and such payment is not made within ten (10) days of written Notice by the Township, the Township shall be entitled to withdraw such unpaid amount from the Tax Escrow and apply such funds to the unpaid real estate taxes for the Property. Redeveloper shall then have thirty (30) days from the Township providing written Notice of such withdrawal to replenish the Tax Escrow with a sum equal to the amount withdrawn by the Township. The Tax Escrow shall remain in place for a period of ten (10) years from the issuance of a Certificate of Occupancy for the Project, after which the balance of the Tax Escrow, plus 75% of the accrued interest, shall be returned to Redeveloper. The balance of the accrued interest (25%) shall be retained by the Township as and for administrative costs and expenses related to said escrow account, as well as the administration of the Agreement and the Redevelopment Plan. Failure of the Redeveloper to replenish the Tax Escrow upon such notice and within the time frames provided above shall allow the Township to suspend the Certificate of Occupancy and issue a Cease and Desist/Stop Work Order, resulting in the cessation of all operation at the Property until full replenishment is achieved.

B. Prior to Completion of the Project, the assessment imposed upon the Property shall not be reduced below the current assessed value established by the Township Tax Assessor as of the Effective Date by the filing of any tax appeals for the Property or by any other means to reduce the assessment and/or the taxes, such as a non-profit or farmland assessment (including a woodland management plan). Nothing herein contained shall preclude the Assessor from increasing the assessment prior to completion of the Project.

C. After Completion of the Project, the assessment imposed upon the Property shall not be reduced below the \$85,000,000 estimated by the Tax Assessor for construction of 1,134,000 square feet of development, or pro rata portion thereof if the Project is developed with less square footage (e.g., Tax Assessor estimate of \$74.96/square foot) by the filing of any tax appeals for the Property based upon vacancies for a period of ten (10) years from the issuance of a Certificate of Occupancy.

D. The Township will require that all trucks, both during construction and after, with a gross vehicle weight rated (“G.V.W.R.”) over 26,000 pounds (referred to herein as “Large Trucks”), enter and exit the Property from and to Old York Road utilizing the shortest route of travel to and from State Highway 206. Large Trucks shall not include landscaping vehicles or snow-plowing vehicles that may exceed 26,000 pounds. The End User, Redeveloper, and/or Owner, as applicable, shall be subject to a violation for any Large Trucks traveling easterly on Old York Road from the Property, or north/south on Bordentown Chesterfield Road, except in the event of a road closure requiring such Large Trucks to detour from the required route west onto Old York Road.

Redeveloper and/or Owner agrees to include lease provisions with the End User addressing both this requirement and advising of the penalties set forth below in subpar. (1)(a) - (d) below.

1. For each and every violation of this prohibition issued to a Large Truck pursuant to this Section 4.17(D):

(a) during construction, the Owner, Redeveloper, General Contractor, and applicable subcontractors shall be jointly and severally liable for a penalty of One Thousand Two Hundred Fifty Dollars (\$1,250.00) upon receipt of a Notice of such violation by Redeveloper or any of its agents, representatives, General Contractor, and applicable subcontractors;

(b) after construction is complete and the building has received a Certificate of Occupancy, the End User, the Redeveloper, and the Owner (whether or not Owner is the Redeveloper or the End User), shall be liable for a penalty of Two Thousand Five Hundred (\$2,500.00) Dollars upon receipt of a Notice of such violation from the Township by Owner or any of its agents, representatives, General Contractor, and applicable subcontractors;

(c) In both the cases of construction and post-construction violations, said penalty shall be paid within fifteen (15) days of mailing of said Notice by the Township. Any appeal shall be to the Township Committee and the payment of the penalty shall be a precondition to filing said appeal; and

(d) To help ensure compliance with "right in, left out" requirements of Paragraph D, Redeveloper shall grant permission to the Township, via a perpetual easement, to install such apparatus, including poles, stands, cameras, and the like, as will allow the Township to monitor, on a 24 hour, 7 days per week basis, traffic meeting the Large Trucks limitations to ensure compliance with the requirements of this Section. Redeveloper, Owner and/or End User shall be entitled to copies of any footage from such cameras upon request and in the event that the Township claims a violation of the Large Truck limitations, it shall provide camera footage of such violation.

E. The Parties recognize that there are likely to be numerous impacts to the community from a development such as that contemplated under this Agreement and the Redevelopment Plan, including, but not limited to, the public safety concerns, law enforcement and fire services, municipal facilities, emergency medical services, traffic impact, and the like. The Parties also recognize that Redeveloper has submitted a Community Impact Statement dated July 8, 2022, prepared by Colliers Engineering & Design, which suggests that community impacts are minimal. The Township, on the other hand, recognizes various concerns raised by members of the public over the past two (2) years regarding the development permitted under the Redevelopment Plan.

Accordingly, the Parties agree that many of these impacts are both unpredictable, not fully capable of identification, and that a dollar figure allocable to such impacts is difficult to calculate. Therefore, the Parties hereby stipulate for purposes of this Agreement that same is, once construction of the Project is completed and a Certificate of Occupancy issued, somewhere between Three Hundred Fifty Thousand Dollars (\$350,000.00) to Four Hundred Thousand Dollars (\$400,000.00) per year. The Parties further stipulate that during construction same equates to Twenty Thousand Dollars (\$20,000.00) per month. Accordingly:

1. Upon the issuance of any Permit, license, or other authorization to proceed with any site work relating to the construction of the warehouse, but not including (a) the relocation of the Black House, (b) work on the berm work that does not require imported soil fill from off-site, or (c) landscape buffering at Property/Project Site, from any governmental agency, Redeveloper shall commence paying the Township the sum of Twenty Thousand Dollars (\$20,000.00) per month, and shall continue to make said payments every thirty (30) days thereafter until the payments under subparagraph (2) below begin.

2. Commencing thirty (30) days from the issuance of a Certificate of Occupancy, and on the anniversary of such date, Redeveloper shall pay to the Township an annual Community Impact Fee of Four Hundred Thousand (\$400,000.00) Dollars for a total period of ten (10) years.

3. Failure of the Redeveloper to make any such payment shall allow the Township, upon ten (10) days' Notice and opportunity to cure, to suspend the Certificate of Occupancy and issue a Cease and Desist/Stop Work Order, resulting in the cessation of all operation at the Property until full replenishment is achieved.

F. Any and all excess soil shall remain on site to be re-purposed thereon and no soil shall be removed from the site, except as may be required under Applicable Law, Environmental Laws, or which removal is recommended by the Redeveloper's environmental consultant. Any and all violations of this provision shall each be subject to the same penalty set forth above under Section 4.17(d)(1)(b).

These provisions of Section 4.17(a) through (f) shall survive the issuance of a Certificate of Completion and shall remain in effect for the applicable time periods set forth above herein.

ARTICLE V

ACKNOWLEDGMENT OF RECEIPT OF COLLATERAL DOCUMENTS

Section 5.1 Simultaneous Delivery of Documents by Redeveloper. The Redeveloper and Township agree that the rights, obligations and liabilities of the Parties under this Redevelopment Agreement are conditioned upon the delivery of the following fully executed collateral documents and hereby acknowledge the receipt of such documents, simultaneously with the execution of this Redevelopment Agreement:

A. Certification of the Redeveloper as to the Representations in Section 2.1.

B. Copies of the Certificate of Formation and Certificate of Good Standing of the Redeveloper, duly certified by the State where it was formed.

ARTICLE VI PROJECT OVERSIGHT

Section 6.1 Access to Property.

Redeveloper hereby agrees to allow representatives of the Township Construction Department and Subcode Officials, and the Township's agents, officials, and professionals reasonable access to all portions of the Property for the duration of the Redevelopment Agreement for the purpose of undertaking statutory and/or regulatory inspections.

ARTICLE VII TRANSFERS

Section 7.1 Prohibition Against Transfers. Redeveloper recognizes the importance of the Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Township in entering into this Redevelopment Agreement. Accordingly, except as set forth below in Section 7.2 and in accordance with Sections 7.2 and 7.3, the sale, assignment or transfer of all or a portion of the Project to a third party entity unrelated to Redeveloper is specifically prohibited, except as otherwise stated herein.

Section 7.2 Redeveloper Covenants. Redeveloper covenants and agrees that:

A. Except for Permitted Transactions, as defined below, the Redeveloper shall not, without the prior written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed: (1) effect or permit any change, directly or indirectly, in the majority ownership or control of the Redeveloper (except in the case of death of an individual(s) having such ownership or control or a Mortgage that is a Permitted Transaction under Section 7.2(b)(2) below), or (2) assign or attempt to assign this Redevelopment Agreement or any rights herein or in the Property, or (3) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Property or the Project Improvements, (collectively a "Transfer"): provided that these restrictions shall not apply after the issuance of a Certificate of Completion.

B. The following transactions are exceptions to the prohibition set forth in the previous subparagraph and shall not require prior approval by the Township ("Permitted Transactions"), the written consent of the Township to such transfers being deemed given hereby provided Notice of same is given to the Township: (1) a Mortgage or Mortgages existing prior to the effective date of this Redevelopment Agreement; (2) a Mortgage or Mortgages and other liens, security interests and encumbrances or a pledge or other transfer of stock or membership interests, equity participations, mezzanine debt or other similar arrangements for the purposes of financing or refinancing the costs associated with the acquisition, development, construction, operation and marketing of the Project (3) a transfer or lease (whether by sale, grant or foreclosure) to any entity under common control of the Redeveloper or to a Holder or to any third party who may acquire the Property from a Holder

or at a foreclosure sale; (4) any lease, sub-lease, option agreement or contract of sale for all or any portion of the Project with occupancy or closing to occur following issuance of a Certificate of Completion for the relevant portion of the Project Improvements, and including a sale or transfer of a Phase of the Project prior to the Certificate of Completion; (5) utility and other development easements; (6) sale or lease to an End User as defined herein for a completed warehouse facility; (7) transfers among the existing owners, family members of the existing owners and/or trusts/entities established for estate planning purposes; (8) transfers of less than a majority of the direct or indirect ownership interest or control of Redeveloper (9) the filing of a master deed for purposes of subjecting the Property to a condominium form of ownership.

Section 7.3 Transfers Void. Any transfer of the Redeveloper's interest in violation of this Redevelopment Agreement, without prior consent by Township, shall be an Event of Default (as defined in Section 9.1) of the Redeveloper and shall be null and void ab initio, except for a Permitted Transaction. In the absence of specific written consent by Township, no such sale, transfer, conveyance or assignment of the Property, Project, or Project Improvements, shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Article VII and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Article VII, the Township shall be entitled to seek an injunction restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Upon the recording of the Declaration in the Office of the Burlington County Clerk, the provision affording such injunctive relief shall have the same force and effect as a Notice of *Lis Pendens*.

Section 7.4 Transfers with Township Approval. Notwithstanding anything to the contrary contained herein, any Transfer that is not a Permitted Transaction shall require the Township's consent, which shall not be unreasonably withheld, conditioned or delayed. The Township shall notify Redeveloper in writing whether the Township consents to a Transfer within forty-five (45) days after Redeveloper's written request to the Township for such consent. The Township shall not withhold, condition or delay its consent to any Transfer to a transferee that has the comparable experience and technical capability to carry out the Project as the Redeveloper, and has comparable wherewithal to obtain financing for the Project as the Redeveloper. Upon such Transfer, Redeveloper shall be released from any further obligation under this Redevelopment Agreement as to the obligations transferred, and the Transferee shall be first required to agree in writing to assume those remaining obligations.

ARTICLE VIII FINANCIAL OBLIGATIONS

Section 8.1 Redeveloper's Financial Commitment. The Redeveloper represents and warrants that it has obtained or can obtain and will commit the requisite equity and debt financing in an amount necessary to implement and complete the Project.

Section 8.2 Project Costs. All costs of implementing and completing the Project, (collectively, the "Project Costs") shall be borne by the Redeveloper.

Section 8.3 Governmental Approval Fees. The Redeveloper shall pay all applicable escrow and other fees for any and all approvals sought from the Township, as well as any permits required by the Township and any other Governmental Body relating to the construction and development of the Project.

A. In addition, Redeveloper acknowledges that the Township has incurred professional fees over the course of its discussions with Redeveloper since June 1, 2022. Therefore, to the extent not already paid from Redeveloper's Escrow Account, Redeveloper shall, within forty-five (45) days of submission of invoices for the above fees by the Township, reimburse the Township these fees and expenses, but said reimbursement shall not exceed Forty Thousand Dollars (\$40,000.00).

Section 8.4 Township Declaration of Event of Default. The Redeveloper's performance of its obligations under this Section 8.4 shall not, however, limit the rights of the Township to declare the occurrence of an Event of Default hereunder in accordance with the terms hereof.

Section 8.5 Affordable Housing Obligation. The Redeveloper shall pay two and a half (2.5%) percent of the equalized assessed value of the Project Improvements pursuant to the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1, et seq. The Redeveloper shall have no other inclusionary or Affordable Housing obligation with respect to the Project. At the option of the Township, unless otherwise required by Applicable Law, such payment shall be made by fifty (50%) percent at issuance of the Building Permit for vertical construction and fifty (50%) percent at issuance of the Certificate of Occupancy or the full amount at the time of the issuance of the Certificate of Occupancy.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default. Any one or more of the following events shall constitute an Event of Default hereunder (each an "Event of Default"), unless such event results from the occurrence of (i) a Tolling Event (in the case of an alleged Event of Default of Redeveloper) or (ii) an occurrence or event of Force Majeure (in the case of an alleged Event of Default of the Township):

A. Failure of the Redeveloper or the Township to observe and perform any covenant, condition or agreement in this Redevelopment Agreement and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written Notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such written Notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written Notice.

B. (1) The 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; (2) a custodian shall have been legally appointed with or without consent of the Redeveloper; (3) the Redeveloper (A)

has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in Bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (4) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (5) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (6) a petition in Bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days; (7) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the United State Bankruptcy Code; or (8) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days.

C. The Redeveloper shall default in or violate its obligations with respect to the development of the Project in accordance with this Redevelopment Agreement, the Redevelopment Plan, Governmental Approvals or Legal Requirements, including but not limited to failure to Complete the Project in accordance with the Project Schedule (subject to Tolling Events and/or Force Majeure), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within sixty (60) days after written demand by the Township to do so, or one hundred and eighty (180) days in the case of abandonment or suspension, pursuant to Section 4.14 herein.

D. The Redeveloper implements a Transfer in violation of this Redevelopment Agreement.

Section 9.2 Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of the following or similar acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the parties to this Redevelopment Agreement; provided, however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Redevelopment Agreement ("Force Majeure"), including but not limited to:

A. An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of a public enemy, war, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, detrimental economic or financial conditions, but not including reasonably anticipated weather conditions for the geographic area of the Project, other than those set forth above (such events being required to physically affect a party's ability to fulfill its obligations hereunder); the consequential effect of such events (e.g., impact on market conditions) shall not be considered a Force Majeure event;

B. A landslide, fire, explosion, flood or release of nuclear radiation not created by an act or omission of either party hereto;

C. The order, judgment, action or inaction and/or determination of any Governmental Body (other than Township when acting in conformance with this Redevelopment Agreement)

with jurisdiction within the Township, excepting decisions interpreting Federal, State and local tax laws generally applicable to all business taxpayers, adversely affecting the construction of the Project; provided, however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party to this Redevelopment Agreement relying thereon and that neither the contesting of any such order, judgments, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party;

D. The suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any other Governmental Approval, provided, however, that such suspension, termination, interruption, denial or failure of or delay in renewal or issuance shall not be the result of the willful, or bad faith of the party relying thereon and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party;

E. Strikes or similar labor action by equipment manufacturers, suppliers of material and/or transporters of same;

F. Acts or omissions of the other party, except in conformance with this Redevelopment Agreement;

G. Litigation challenging the Project or which may materially impact the Parties' ability to fulfill their obligations, including but not limited to any of the actions defined in Section 9.3 herein, or denial of required Governmental Approvals, not resulting from an act or omission of Redeveloper.

Notice by the party claiming such extension shall be sent to the other party within thirty (30) calendar days of the becoming aware of the cause. During any Force Majeure that affects part of the Project, Redeveloper shall continue to perform its obligations for the rest of the Project. The existence of an act of Force Majeure shall not prevent a party from declaring the occurrence of an Event of Default by the party relying on such Force Majeure provided that the event that is the basis of the Event of Default is not a result of the Force Majeure.

Section 9.3 Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (i) the designation of the Property, (ii) the Redevelopment Plan including the Plan Amendment, (iii) the Redeveloper Designation, (iv) execution of this Agreement by the Township, or (v) any Governmental Approval, the Parties shall each defend against such litigation, and the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint (or the equivalent thereof) if Redeveloper invokes the Force Majeure Event provisions of this Agreement; *provided, however*, that (A) if such litigation is finally determined in favor of the plaintiff that requires modifications to the Project that are inconsistent with the Redevelopment Plan with no further opportunity for appeal, then the Parties shall have a period of six (6) months to redesign the Project, after which time (if an agreement on the redesign of the Project and amendment to Redevelopment Plan cannot be reached) either Party may terminate this Agreement by written Notice to the other Party, and (B) 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 six (6) months from the date the complaint was filed, then Redeveloper only may elect to terminate this Agreement. However, should construction not be commenced by January 1, 2026, Redeveloper shall be required to commence making the \$20,000 monthly payments pursuant to Section 4.17(E)(1) herein, notwithstanding the timing set forth in Section 4.17(E)(1) above.

Section 9.4 Termination for Failure to Obtain Governmental Approvals. Notwithstanding anything herein to the contrary, Redeveloper shall have the right to terminate this Agreement at any time upon written Notice to the Township in the event any Governmental Approval is denied or the obtaining of any one or more Governmental Approvals appears without reasonable likelihood of success, in Redeveloper's good faith and reasonable judgment, or if there are conditions imposed by any Governmental Approvals that Redeveloper determines in its sole discretion to be unreasonable.

Section 9.5 Remedies Upon Event of Default Prior to Termination of Redevelopment Agreement.

A. Remedy Upon Event of Default. In the event that, prior to the issuance of the final Certificate of Completion for the Project, an Event of Default by Redeveloper occurs, subject to the notice and cure periods set forth in Section 10.1 hereof, in addition to all other rights and remedies which the Township may have at law or in equity, the Township shall, to the fullest extent permitted by law, be entitled to terminate this Redevelopment Agreement and the Redeveloper's designation as the redeveloper of the Project.

B. Remedies in the Event of Termination of Redevelopment Agreement. In the event that this Redevelopment Agreement is terminated by the Township pursuant to the preceding paragraph, the Township shall terminate the Redeveloper's designation as the Redeveloper of the Project.

Section 9.6 Remedies of Redeveloper Upon Event of Default by Township. In the event that an Event of Default by the Township occurs, subject to the Notice and cure periods set forth in Section 10.1 hereof, then Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Township, as applicable, under this Redevelopment Agreement, including the seeking of damages in an amount not to exceed the net anticipated benefit from the agreements contemplated in this Redevelopment Agreement. Further, the Redeveloper shall have the right, in its sole and absolute discretion, to terminate this Redevelopment Agreement. In the event of such termination, the Parties shall have no further rights, liabilities or obligations pursuant to this Redevelopment Agreement. Notwithstanding anything to the contrary contained in this Redevelopment Agreement, in no event shall either party have any liability for consequential, special, punitive or speculative damages and all damage claims shall be subject to mitigation.

Section 9.7 Specific Performance. If an Event of Default occurs, or a Party hereto threatens to take an action that will result in the occurrence of an Event of Default, the non-defaulting (or non-threatening) party shall have the right and remedy, without posting bond or other security, to have the provisions of this Redevelopment Agreement specifically enforced by any court having

equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to the Township or the Redeveloper and that money damages may not provide an adequate remedy thereto.

Section 9.8 Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party 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.

Section 9.9 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.

Section 9.10 Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Redevelopment Agreement.

Section 9.11 Litigation Costs. In the event that a Party to this Redevelopment Agreement successfully pursues an action to enforce any remedy provided in this Article IX, that party shall be entitled to payment by the other party of all reasonable costs and expenses incurred in connection with such action.

Section 9.12 Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as the result of an Event of Default hereunder.

Section 9.13 Survival of Termination. The provisions of this Article IX shall survive the termination of this Redevelopment Agreement as a result of an Event of Default.

ARTICLE X MORTGAGE FINANCING; RIGHTS OF MORTGAGEE

Section 10.1 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 that Redeveloper has delivered to the Township a written Notice of the name and address of such Holder. Each such Holder shall (insofar as the rights of the Township are concerned) have the right at its option within ninety (90) days after the receipt of such Notice, to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. If such default shall be a default which can only be remedied or cured by such Holder upon obtaining possession, such Holder shall seek to obtain possession of the Property (or portion to which its Mortgage relates) with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default within ninety (90) calendar days after obtaining possession. In the case of a default which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced, within such

ninety (90) day period, such Holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity.

Section 10.2 No Guarantee of Construction or Completion. A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project (or portion to which its Mortgage relates), or to guarantee such construction or completion; nor shall any covenant or any other provision be construed so as to obligate a Holder. Notwithstanding the foregoing, nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or completion of the Project, 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 expressly assumed Redeveloper's obligations to the Township with respect to the Project (or portion to which its Mortgage relates) by written agreement reasonably satisfactory to the Township and the Holder. Any Holder or third-party purchaser who obtains title to the Property or any part thereof upon a foreclosure proceeding may acquire title upon such foreclosure proceeding, and such transfer of title shall not be deemed a transfer in violation of Article VII, and the Township hereby consents thereto. Foreclosure. Nothing contained in this Redevelopment Agreement will, under any circumstances, be deemed or construed as limiting or in any other way prohibiting a Holder from exercising each and any right or remedy that it may have under its Mortgage, or under any other document evidencing or securing the indebtedness described therein. Notwithstanding the foregoing, however, if a Holder forecloses its Mortgage on the Redeveloper's interest in the Property (or portion to which its Mortgage relates), or takes title to the Redeveloper's interest in the Property (or portion to which its Mortgage relates) by deed-in-lieu of foreclosure or similar transaction or if a third party purchaser acquires the Property at the foreclosure sale, (collectively a "Foreclosure"), the Holder or such third party purchaser shall have the option to either (i) sell the Property or the Project to a Person that has the qualification and financial responsibility necessary to perform the obligations of Redeveloper reasonably determined by the Township, which shall assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) assume the obligations of Redeveloper, including all prior and future financial obligations under this Redevelopment Agreement in accordance with Applicable Law and shall be entitled to preserve and retain the benefits of this Redevelopment Agreement only if it assumes the obligations of the Redeveloper under this Redevelopment Agreement in accordance with applicable law. In the event of a Foreclosure, and provided the Holder or the purchaser is in compliance with this Redevelopment Agreement, the Township shall not seek to enforce against the Holder or purchaser of such Holder's interest any of the remedies available to the Township pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. In order to preserve the benefits of this Redevelopment Agreement, the Holder, or the Person assuming the obligations of the Redeveloper as to the Property affected by such Foreclosure or sale, in that event must agree to complete the Project in the manner provided in this Redevelopment Agreement, but subject to reasonable extensions of the Project Schedule, and shall (in the case of sale to a third party purchaser after the Foreclosure) submit evidence reasonably satisfactory to the Township that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder, or Person assuming such obligations of the Redeveloper, properly completing Project Improvements shall be entitled to Certificates of Completion in accordance herewith. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other Person assuming such obligations of Redeveloper, to devote the Property, or any part

thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notice. Formal notices, demands and communications between the Township and Redeveloper (each a “Notice”) shall be deemed sufficiently given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Notice may also be sent by a commercial overnight delivery service with package tracking capability and for which proof of delivery is available. In this case such Notice is deemed effective upon delivery. Such written Notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written Notice.

Copies of all Notices shall be sent as follows:

- (a) When sent from Redeveloper to the Township:

Township of Chesterfield
Attn: Caryn Hoyer, Municipal Clerk
295 Bordentown Chesterfield Road
Chesterfield, New Jersey 08515
Phone: 609-298-2311 ext. 110
Fax: 609-298-0469

With a copy to:

John C. Gillespie, Esquire
Parker McCay P.A.
9000 Midlantic Drive, Suite 300
Mount Laurel, New Jersey 08054
Phone: 856-596-8900
Fax: 856-596-9631
jgillespie@parkermccay.com

- (b) When sent from the Township to Redeveloper:

Active Acquisitions OY LLC
Attn: Seth Gerszberg
250 West Nyack Road
Suite 104D
West Nyack, New York 10994
Phone: 848-333-0880
seth@activeacq.com

With a copy to:

Laurie E. Meyers, Esq.
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900
Woodbridge, New Jersey 07095
Phone: 732-855-6065
Fax: 732-726-6597
lmeyers@wilentz.com

Any party may change its address for Notices by Notice theretofore given in accordance with this Section 11.1 which shall be deemed effective only when actually received by the other party.

Section 11.2 Non-Liability of Officials and Employees of Township. 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 obligation under the terms of this Redevelopment Agreement.

Section 11.3 Non-Liability of Officials and Employees of Redeveloper. No member, officer, shareholder, director, partner or employee of Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by Redeveloper or for any amount which may become due to the Township, or its successor, on any obligation under the terms of this Redevelopment Agreement.

Section 11.4 Estoppel Certificate. Within thirty (30) days following written request therefor by a party hereto, or of any Holder, purchaser, tenant or other party having an interest in the Property or Project Improvements, the other party shall issue a signed estoppel certificate either stating that this Redevelopment Agreement is in full force and effect and that there is no default or breach under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of Notice would result in a default or breach under this Redevelopment Agreement), or stating the nature of the default or breach or event, if any. In the event the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured. No more than a reasonable number of estoppel certificates may be requested per year.

Section 11.5 Lender Changes. If any prospective Holder requires a change in the terms of this Redevelopment Agreement and/or the correction or fulfillment by the Township of any matter under the Redevelopment Law, the Township shall reasonably cooperate with the Redeveloper in approving such change, so long as such change, if any, does not modify or change the substantial rights or obligations of the Township as set forth in this Redevelopment Agreement. In addition, the Township shall enter into such agreements as any such prospective Holder (or the Redeveloper's equity participants) may reasonably require provided that such agreement shall not be inconsistent with the terms of this Redevelopment Agreement (i.e., shall not increase the Township's responsibilities or decrease its benefits hereunder).

Section 11.6 No Brokerage Commissions. The Township and the Redeveloper each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acting on behalf of either the Township or the Redeveloper, and the Township and the Redeveloper shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

Section 11.7 Provisions Not Merged With Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind the Redeveloper's assigns and successors, its provisions shall not be merged by any deeds transferring title to any portion of the Property or Project Improvements from the Redeveloper or any successor in interest, and any deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

Section 11.8 No Consideration For Redevelopment Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township any money or other consideration for or in connection with this Redevelopment Agreement.

Section 11.9 Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

Section 11.10 Exhibits and Schedules. All Exhibits and Schedules attached hereto and/or referred to in this Redevelopment Agreement are incorporated herein as though set forth in full.

Section 11.11 Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.12 Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 11.13 Enforcement by Township. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the public interest. Such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect. The Township shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other

proper proceedings to enforce the curing of such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled.

Section 11.14 Modification of Redevelopment Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 11.15 Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts and when each party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the Parties and such counterparts shall constitute one and the same instrument. The execution and delivery of this Redevelopment Agreement may be conducted by electronic means.

Section 11.16 Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the Parties drafted this Redevelopment Agreement, each Party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

Section 11.17 Time Period for Notices. All Notices to be given hereunder shall be given in writing in conformance with Section 11.1 hereof, and, unless a certain number of days is specified, within a reasonable time.

Section 11.18 Waivers and Amendments in Writing. All waivers of the provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of the Township and Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of the Township and Redeveloper. The waiver by either party of a default or of a breach of any provision of this Redevelopment Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 11.19 Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Redevelopment Agreement, nor participate in any decision relating to the Redevelopment Agreement which is prohibited by law.

Section 11.20 Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

Section 11.21 Withholding of Approvals. All approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld or delayed unless specifically stated otherwise.

Section 11.22 No Joint Venture. Nothing contained herein shall be construed as making the Township and the Redeveloper the partner, joint venturer or agent of the other and neither party shall have the power or authority to bind the other.

Section 11.23 Prior Agreements. Any prior agreements shall be deemed null and void and of no further force or effect.

[Signatures appear on the following page]

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

ACTIVE ACQUISITIONS OY LLC

Attest

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Attest

TOWNSHIP OF CHESTERFIELD

By: <u>Rachel Fryc</u>	By: <u>[Signature]</u>
Name: <u>Rachel Fryc</u>	Name: <u>Cido Prof. I.</u>
Title: <u>Deputy Clerk</u>	Title: <u>Mayor</u>

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

ACTIVE ACQUISITIONS OY LLC

Attest

By: <u></u>	By: <u></u>
Name: <u>Robert A. Kasuba</u>	Name: <u>Seth Gerszberg</u>
Title: <u>Director of Acquisitions</u>	Title: <u>Authorized Signatory</u>

TOWNSHIP OF CHESTERFIELD

Attest

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

Project Schedule*

1. No later than sixty (60) days of the Effective Date, Redeveloper shall submit an application for preliminary and final site plan approval to the Chesterfield Planning Board ("Site Plan Approval") and to:
 - a. Burlington County Planning Board
 - b. Burlington County Soil Conservation District
 - c. Burlington County Department of Health and NJDEP for applicable Well Permits
2. Within sixty (60) days of final, non-appealable Site Plan Approval, Redeveloper shall submit an application to NJDEP to amend the Wastewater Management Plan ("WMP Amendment").
3. Within thirty (30) days of obtaining the final, non-appealable WMP Amendment, Redeveloper shall apply for:
 - a. NJDEP for Freshwater Wetlands permits
 - b. NJDEP for Flood Hazard Area permits
 - c. NJDEP for New Jersey Pollutant Discharge Elimination System ("NJPDES")
4. No later than three (3) months after the **submission** of the NJPDES permit **application**, Redeveloper shall submit to NJDEP for Treatment Works Approval.
5. No later than three (3) months after the issuance of the final and non-appealable soil erosion and sediment control plan certification, Redeveloper shall submit to NJDEP a Request for Authorization (RFA) to Discharge Stormwater for Construction Activity.
6. No later than two (2) months after the issuance of all final and non-appealable Governmental Approvals, Redeveloper shall apply for building permits.
7. No later than three (3) months after the issuance of final and non-appealable building permits, Redeveloper shall proceed with the Commencement of Construction.
8. No later than twenty four (24) months after the Commencement of the Construction of the warehouse building, Redeveloper shall complete the construction of the Project.

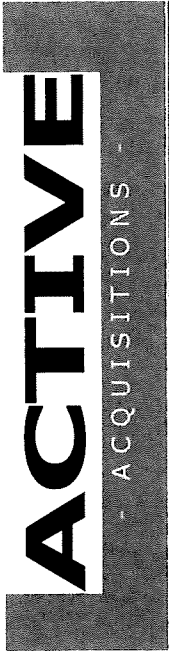
Notwithstanding any of the above specific time frames, it shall be an event of default if Redeveloper has not secured all final governmental permits and approvals necessary by January 1, 2027.

* All time frames in this Project Schedule are subject to Tolling and Force Majeure.

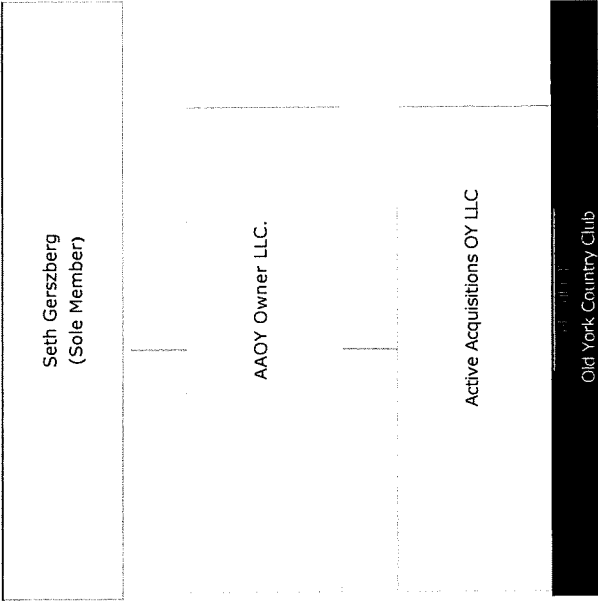
EXHIBIT B

Ownership Structure

(see attached)



Active Acquisitions OY LLC Organizational
Chart



Chesterfield
stock 701 Lot 1_02 & 2.01

EXHIBIT C

List of Governmental Approvals

The following is a list of required permits and approvals anticipated at this time, and:

1. Chesterfield Township Planning Board Site Plan Approval
2. Burlington County Planning Board Site Plan Approval
3. Burlington County Soil Conservation District Certification
4. NJDEP Authorization to Discharge Construction Activity Stormwater
5. NJDEP Wastewater Management Plan Amendment
6. NJDEP Freshwater Wetlands permits, including but not limited to:
 - a. FWW-GP6
 - b. FWW-GP10A
 - c. FWW-GP11
 - d. FWW Transition Area Waiver-Buffer Averaging
7. NJDEP Flood Hazard Area Individual Permit
8. NJDEP New Jersey Pollutant Discharge Elimination System ("NJPDES")
9. NJDEP Treatment Works Approval
10. Burlington County Health Department Certification of a Proposed Individual Water Supply System
11. NJDEP Water Use Registration
12. NJDEP Water Supply System Construction Permit

** This list shall not be considered as all-encompassing and is subject to change based on pending regulatory applications and subsequent reviews.

EXHIBIT D
Form of Declaration
(see attached)

DECLARATIONS OF COVENANTS AND RESTRICTIONS

Record and Return to:
Laurie E. Myers, Esq.
Wilentz, Goldman & Spitzer
90 Woodbridge Center Drive
Woodbridge, NJ 07095

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (Recorded in Mortgage Book and Deed Book)

THIS DECLARATION OF REDEVELOPER COVENANTS AND RESTRICTIONS ("Declaration") made as of this ____ day of _____, 202 , by and between the **TOWNSHIP OF CHESTERFIELD**, a municipal corporation of the State of New Jersey, with offices located at 295 Bordentown Chesterfield Rd., Chesterfield, New Jersey 08515 ("Township") and **ACTIVE ACQUISITIONS OY LLC**, with offices c/o Active Acquisitions LLC, 250 West Nyack Rd., Suite 104D, West Nyack, NY 10994 ("Redeveloper").

BACKGROUND

A. The Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented ("Redevelopment Law"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment or rehabilitation.

B. Pursuant to and in accordance with the Redevelopment Law, on May 28, 2020, the Township Committee of the Township (the "Township Committee") adopted Resolution No. 2020-5-6, designating Block 701, Lot 2.01 on the official tax map of the Township (the "Property"), totaling approximately 159 acres within the Township, as "an area in need of rehabilitation."

C. Pursuant to such designation, on October 27, 2022, the Township Committee adopted Ordinance No. 2022-15, approving and adopting the "Old York Redevelopment Plan," dated September 2022 (as may be subsequently amended and/or modified, "Redevelopment Plan"), which sets forth, among other things, the plan for the redevelopment of the Property.

D. The Township and Redeveloper entered into a Redevelopment Agreement, dated as of _____, 202 (the "Redevelopment Agreement"), which sets forth the terms and conditions to which the Property is to be Redeveloped.

E. The aforementioned Redevelopment Agreement is incorporated in its entirety and copy of the same is available by contacting the office of the Clerk of the Township.

F. The Redevelopment Law requires that all agreements, leases, deeds, and other instruments between a municipality and a redeveloper shall contain certain covenants running with the land.

NOW, THEREFORE, the Redeveloper, intending to be legally bound hereby and to bind its successors and assigns, does promise, covenant and declare as follows:

The Redeveloper hereby declares and covenants that the Property shall be used only for the uses allowed under the Redevelopment Plan, and subject to and in accordance with the covenants and restrictions herein, which covenants and restrictions shall, subject to the terms hereof, run with the land and shall be binding upon the Redeveloper, and its successors and assigns and, to the extent applicable, to all future lessees and occupants of all or any portion of the Redevelopment Area including, without limitation, the rights or easements appurtenant thereto.

1. **Terms and Definitions.** Capitalized terms used but not defined herein shall be afforded the meanings provided in the Redevelopment Agreement.

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

3. **Redeveloper Covenants.**

3.1. The Redeveloper covenants and agrees as follows, provided, however that all such covenants and agreements shall be subject to the terms of the Redevelopment Agreement and that in case of a conflict between the Redevelopment Agreement and this Declaration, the terms of the Redevelopment Agreement shall control:

(a) The Redeveloper shall carry out the Project in accordance with the provisions of the Redevelopment Agreement and Legal Requirements, including, but not limited to, the Redevelopment Law, all Governmental Approvals and Environmental Laws, and subject to the Redevelopment Plan.

(b) The Redeveloper shall undertake with due diligence (1) the financing of the Project, (2) construction and development of the Project, (3) commencement and completion of each item in the Project Schedule in accordance with the Project Schedule, as the same may be delayed and/or extended by Force Majeure, or otherwise within such longer periods as are commercially and economically reasonable under the circumstances and in the sequence deemed appropriate by Redeveloper. All construction activities performed under the Redevelopment Agreement shall be performed in accordance with the level of skill and care

ordinarily exercised by developers of first class developments of the same type and nature as the Project.

(c) In the event the Redeveloper wishes to materially change or modify the Project Improvements or the Project Schedule in a manner that otherwise requires any significant new permits or approvals or any amendment or modification of any existing permits or approval, the Redeveloper will submit appropriate applications and/or supporting plans or other required documentation to the Township for the Township's written approval, which approval must be secured prior to development of the altered Project Improvements and which approval shall not be unreasonably withheld, delayed or conditioned.

(d) The Redeveloper shall use diligent efforts to obtain all Governmental Approvals requisite to the construction and development of the Project, including evidence satisfactory to the Township that its use of the Project is in compliance with all Legal Requirements and Environmental Laws.

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

(f) Subject to Force Majeure, including, without limitation, interruptions that may be caused by any casualty and/or delays caused by Tolling Events, the Redeveloper shall not suspend or discontinue the performance of its obligations under the Redevelopment Agreement (other than in the manner provided for herein).

(g) The Redeveloper shall immediately notify the Township of any material adverse change in its financial condition.

(h) The Redeveloper shall make all payments in satisfaction of the Redeveloper's financial obligations as set forth in the Redevelopment Agreement.

(i) The Redeveloper shall not use the Property, Project Improvements, or any part thereof in a manner that is inconsistent with the Redevelopment Plan and the Redevelopment Agreement.

(j) The Redeveloper shall complete the Project or cause the Project to be completed at its sole cost and expense using any public and/or private resources that may be available; provided, however, that Township shall in no way be obligated to provide such resources except as specifically provided for under the Redevelopment Agreement.

(k) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry,

physical handicap, age, marital status, affectional preference or sex in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Redeveloper itself, or any Affiliate claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Property.

(l) The Redeveloper shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Property (or any part thereof) on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, marital status, affectional preference or sex of any person.

(m) The Redeveloper covenants that its undertakings pursuant to the Redevelopment Agreement shall be for the purpose of redevelopment of the Property and not for speculation in land holding.

3.2. **Effect and Duration of the Redeveloper Covenants.** The agreements and covenants set forth in Section 3.1 hereof and in Section 3.1 of the Redevelopment Agreement shall be covenants running with the land against the Property until the Project is completed, and such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, be binding, to the fullest extent permitted by Applicable Law, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the Project, or any part thereof, Redeveloper, its successors and assigns and every successor in interest thereto, and any Party in possession or occupancy of the Project, or any part thereof.

3.3. **Enforcement of the Covenants.** The Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in the Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein, or in favor of which such agreements and covenants relate. The Township shall have the right, in the event of any breach of any such agreement or covenant, to terminate the Redevelopment Agreement in accordance with the terms of Article 9 thereof. This provision is not intended to confer standing to sue on any party other than the Township. Upon redevelopment of the Property and completion of the Project (as evidenced by the Township's issuance of a Certificate of Completion for the Project), the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist, the land and improvements thereon shall no longer be subject to eminent domain as a result, and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Project.

3.4. **Discharge of Declaration of Covenants.** The covenants contained herein shall terminate and this Declaration will automatically be discharged of record upon the recordation of

a Certificate of Completion for the Project in accordance with the terms of Section 4.6 of the Redevelopment Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be duly executed in their names all as of the date first set forth above.

ATTEST:

ACTIVE ACQUISITIONS OY LLC

Name:
Title:

By: _____
Name:
Title:

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
: SS.
COUNTY OF _____)

BE IT REMEMBERED, that on _____, 202 , _____
personally came before me, an Attorney at Law or a Public Notary of the State of _____, and
acknowledged under oath, to my satisfaction that he:

- (a) was the maker of the attached instrument,
- (b) is the _____ of Active Acquisitions OY LLC, the entity named
in the Declaration, and was authorized to and did execute this Declaration of
Covenants and Restrictions; and
- (c) executed this Declaration of Covenants and Restrictions as the act of Active
Acquisitions OY LLC, the Redeveloper, named in the instrument.

Sworn to and subscribed
before me the date aforesaid.

Name:
[Notary Public][Attorney] of the State of

ATTEST:

THE TOWNSHIP OF CHESTERFIELD

_____ By: _____
Name: Name:
Title: Township Clerk Title:

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
 : SS.
COUNTY OF BURLINGTON)

I CERTIFY that on _____, 202 ,
personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Township of Chesterfield, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is _____, the _____ of _____ the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (e) this person signed this proof to attest to the truth of these facts.

,Clerk

Signed and sworn to before me on
this _____ day of _____, 202 _____

Name:

Title:

My Commission Expires:

4861-0726-3047, v. 1