



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtnj.com>

Meeting: 10/15/18 07:00 PM

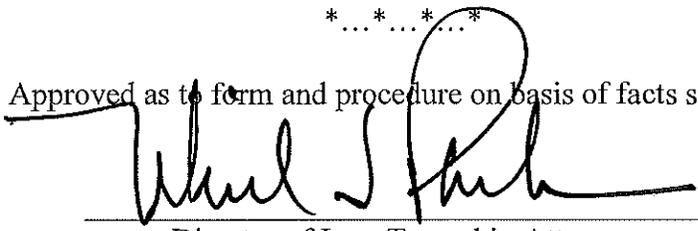
2018 RESOLUTION APPROVAL

14-5

RESOLUTION: AUTHORIZATION TO EXECUTE THE REDEVELOPMENT AGREEMENT WITH ROYAL URBAN RENEWAL, LLC

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorizes the Mayor to execute the attached agreement with Royal Urban Renewal Growth, LLC and the Clerk to attest to his signature.

......*

Approved as to form and procedure on basis of facts set forth.


Director of Law-Township Attorney

I do hereby certify that the funding will be legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of New Jersey Local Public Contract Law and the Code of the Township of Bloomfield.

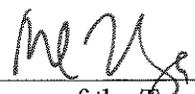


Chief Financial Officer

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on October 15, 2018.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

✓ Vote Record -- Resolution					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopt		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Deny		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Jenny Mundell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed	Sarah Cruz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Wartyna Davis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Ted Gamble	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approve	Richard Rockwell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Veto by Mayor	Michael J. Venezia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Discussion					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Discussion No Vote					

FILE COPY

REDEVELOPMENT AGREEMENT

BETWEEN THE

TOWNSHIP OF BLOOMFIELD

AND

ROYAL URBAN RENEWAL, LLC,

A NEW JERSEY URBAN RENEWAL ENTITY, AS REDEVELOPER

DATED: October 15, 2018

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EXHIBITS

EXHIBIT A	CONCEPT PLAN
EXHIBIT B	PROJECT SCHEDULE
EXHIBIT C	FORM OF DECLARATION

THIS REDEVELOPMENT AGREEMENT ("Agreement"), made as of the ____ day of October, 2018, by and between the Township of Bloomfield (hereinafter referred to as the "Township") with offices located at Municipal Building, 1 Municipal Plaza, Bloomfield, New Jersey 07003 and Royal Urban Renewal, LLC, a New Jersey urban renewal limited liability company (hereinafter referred to as "Redeveloper" and, together with the Township, the "Parties") with offices located at 2 Broad Street, Suite 400, Bloomfield, New Jersey 07003.

SECTION 1. RECITALS

WHEREAS, by resolution duly adopted on December 18, 2000, the Township Council of the Township (the "Township Council") designated a portion of the Township, consisting of the properties then identified as Block 220, Lot 40, Block 225, Lots 1 and 9, Block 227, Lots 1, 3, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 17, 19, 20, 22, 24, 26, 30, 31, 32 and 35, Block 228, Lots 1, 4, 5, 7, 8, 10, 11, 13, 14, 15, 16, 17, 18, 19, 21, 24, 27, 28, 29, 30, 31, 33 and 35, and Block 243, Lots 1, 3, 4, 5, 6, 7, 8, 10, 11, 13, 15, 17, 18 and 20 on the Township's tax map (collectively, the "Redevelopment Area"), as an area in need of redevelopment pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the "Redevelopment Law"); and

WHEREAS, on December 15, 2008, the Township Council adopted an ordinance, as amended by ordinance adopted on November 21, 2011, approving and adopting a Redevelopment Plan, entitled "Bloomfield Center Redevelopment Plan – Phase I" for the Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, the Redeveloper proposes to redevelop the portion of the Redevelopment Area known as Block 227, Lots 1, 24, 26, 30, 31, 32, and 35 on the Township's tax map (the "Project Site"); and

WHEREAS, the Township owns a portion of the Project Site known as Block 227, Lots 1, 26, and 35 (the "Township Property"); and

WHEREAS, on August 20, 2018, the Township Council duly adopted Resolution No. 7190 designating Redeveloper as redeveloper of the Project Site, subject to the successful negotiation of a redevelopment agreement; and

WHEREAS, subject to the terms and conditions as set forth in this Agreement and to the further Approvals (hereinafter defined) contemplated by this Agreement, the Township Council has found that Redeveloper's proposal will substantially further the Township's goals for redevelopment of the Redevelopment Area; and

WHEREAS, the Redeveloper proposes to redevelop the Project Site by constructing thereon a mixed use project consisting of: (i) a parking garage with approximately 304 parking spaces (the "Parking Garage"), (ii) approximately 211 rental residential units (the "Rental Residential Component"), (iii) approximately 14 for-sale townhome residential units (the "Townhome Component"), and together with the Rental Residential Component, the "Residential Component"), and (iii) approximately 8,700 square feet of retail space to (the "Retail Space"), and together with the Parking Garage and the Residential Component, the "Redevelopment Project"); and

WHEREAS, the Parties acknowledge that, pursuant to a Purchase and Sale Agreement to be duly and in good faith negotiated by and between the Redeveloper and the Township (the "Purchase and Sale Agreement"), at the Closing, the Township Property will be conveyed to the Redeveloper and the Project Site will be divided to create a 4-unit condominium, or some similar structure, and as of such date the condominium units will be owned as follows: (i) the unit or portion of the Project Site containing the Parking Garage (the "Parking Garage

Property”) by the Township; (ii) the unit or portion of the Project Site containing the Rental Residential Component (the “Rental Residential Component Property”) by the Redeveloper; (iii) the unit or portion of the Project Site containing the Townhome Component (the “Townhome Component Property”, and together with the Rental Residential Component Property, the “Residential Component Property”) by the Redeveloper; and (iv) the unit or portion of the Project Site containing the Retail Space (the “Retail Space Property”) by the Redeveloper; and

WHEREAS, pursuant to and in accordance with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “Long Term Tax Exemption Law”), and as applicable, the New Jersey Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., as amended and supplemented (the “Bond Financing Law”), the Township is authorized to provide for and accept, in lieu of real property taxes, an annual service charge (the “Annual Service Charge”); and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Financing Law, specifically N.J.S.A. 40A:12A-67(a), the Township may issue bonds or may cause the issuance of such bonds in order to finance a portion of a redevelopment project (the “Redevelopment Bonds”), which repayment of debt service on such bonds may be secured by all or a portion of the Annual Service Charge; and

WHEREAS, the Township’s ability to arrange for the financing and construction of the Parking Garage depends upon the ability of the Redeveloper to construct the Residential Component and Retail Space, and thereby generate the revenues for the Township as a result of the Residential Component and Retail Space; and

WHEREAS, the Township and Redeveloper desire to fully and thoroughly address the

terms and conditions of the redevelopment of the Project Site and the other services to be provided by Redeveloper; and

WHEREAS, the Township and Redeveloper acknowledge that the mutual promises contained in this Agreement are good and valuable consideration for the binding execution and delivery of this Agreement by the Parties.

NOW, THEREFORE, for good and valuable consideration, it is agreed upon as of the date set forth above by the Township and Redeveloper, as follows:

SECTION 2. DEFINITIONS

2.1 Definitions. When used in this Agreement the following words, phrases or terms shall have the following meanings:

Affiliate shall mean with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. 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.

Agreement shall have the meaning set forth in the Recitals.

Annual Service Charge shall have the meaning set forth in the Recitals.

Approvals shall mean, all final and un-appealable governmental and quasi-governmental approvals, permits, licenses, agreements and capacity reservations from any and all governmental and quasi-governmental authorities having jurisdiction over the Project Site and/or the Redevelopment Project, and/or utility company serving the Project Site that are required as a

condition to the commencement of construction of the Redevelopment Project, and as may be required to allow the Redevelopment Project to be fully constructed and made fully operational, including, but not limited to, local and county planning approvals, DEP permits and approvals, construction permits, "will-serve" letters from utility providers, and other various federal, state and local approvals, all on terms and conditions that do not materially and adversely affect the timing, costs and feasibility of constructing and operating the Redevelopment Project; excluding, however, approvals, permits and the like (i.e. building permits and certificates of occupancy) normally obtained in the ordinary course of construction.

Board shall mean the Planning Board of the Township.

Bond Financing Law shall have the meaning assigned thereto in the Recitals.

Certificate of Completion shall have the meaning set forth in Section 4.7.

Certificate of No Default shall have the meaning set forth in Section 10.6.

Commencement of Construction shall have the meaning set forth in the Project Schedule.

Concept Plan(s) shall mean concept plan for the Redevelopment of the Project Site, attached hereto as Exhibit A, as same may be amended from time to time.

Declaration shall have the meaning set forth in Section 14.13.

Default shall have the meaning set forth in Section 10.1.

Default Notice shall mean such notice to a defaulting party as defined in Section 10.3.

DEP shall mean the New Jersey Department of Environmental Protection.

Effective Date shall be the date first written above.

Environmental Laws shall mean any applicable federal, state, local, municipal or other statutes, laws, ordinances, rules, regulations or other legally enforceable requirement, whether

presently existing or hereinafter enacted, promulgated or otherwise created for the protection of the environment or human health from Hazardous Substances, as the same may be amended or supplemented from time to time, including, without limitation, (a) the New Jersey Spill Compensation and Control Act, as amended, *N.J.S.A.* 58:10-23.11 et seq.; (b) the New Jersey Industrial Site Recovery Act, as amended, *N.J.S.A.* 13:1K-6 et seq.; (c) the New Jersey Leaking Underground Storage Tank Act, as amended, *N.J.S.A.* 58:10-21 et seq.; (d) The New Jersey Site Remediation Reform Act, *N.J.S.A.* 58:10C-1 et seq.; (e) the Comprehensive Environmental Response, Compensation & Liability Act, as amended, 42 *U.S.C.* Section 9601 et seq.; (f) the Resource Conservation and Recovery Act, as amended, 42 *U.S.C.* Section 6901 et seq.; (g) the Hazardous Material Transportation Act, as amended, 49 *U.S.C.* Section 180, et seq.; or (h) the Occupational Safety and Health Act, as amended, 29 *U.S.C.* Section 651, et seq.

Event of Default shall have the meaning set forth in Section 10.3.

Fair Market Value shall have the meaning set forth in Section 10.5.

Financial Agreement shall mean, if applicable, an agreement entered into by and between the Township and the Redeveloper, pursuant to the Long Term Tax Exemption Law, governing (i) the exemption from taxation of all or a portion of the Residential Component and the Retail Space and (ii) the payment, by Redeveloper, of payments in lieu of taxes to the Township.

Force Majeure shall have the meaning set forth in Section 14.1.

Foreclosure shall have the meaning set forth in Section 11.6.

Governmental Authorities shall mean the federal government, the State of New Jersey, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other

governmental entity with authority or jurisdiction over any part of the permitting, remediation, construction or operation of the Redevelopment Project, or pursuant to Environmental Laws including without limitation, the Planning Board of the Township and the New Jersey Department of Environmental Protection.

Hazardous Substances shall mean any and all elements, compounds, substances, materials, or wastes, whether solid, liquid or gaseous, which are either defined or referred to as hazardous or toxic or as pollution or a pollutant or contaminant under Environmental Laws.

Holder shall have the meaning set forth in Section 11.1.

Institutional Financing shall mean the loans from banks, insurance companies, pension funds and other institutional lenders or equity investors obtained by Redeveloper to fund costs associated with any portion of the Redevelopment Project.

Institutional Lender shall mean a federal- or state-regulated financial institution or institutional investor that invests its own funds, or funds under its management, in corporate equities and debt securities, government securities, residential mortgages, commercial real estate or mortgage-backed securities.

Long Term Tax Exemption Law shall have the meaning assigned thereto in the Recitals.

Market Conditions shall mean then existing conditions in the real estate or financing markets that, in Redeveloper's determination, consistent with the reasonable exercise of sound business judgment as would be appropriate for a similarly situated redeveloper, make it economically unfeasible, impractical or impossible to proceed with all or a portion of the Redevelopment Project.

Parking Garage shall have the meaning set forth in the Recitals.

Parking Garage Construction Agreement shall mean an agreement to be entered into between the Township and the Redeveloper's Affiliate in connection with the construction of the Parking Garage.

Parking Garage Property shall have the meaning set forth in the Recitals.

Parties shall mean both the Township and Redeveloper together and shall not refer to any other person or entity. Any one of the Parties may be referred to as a "Party".

Permitted Transfers shall have the meaning set forth in Section 7.1(c).

Person shall mean an individual, corporation, limited liability company or other legal entity legally empowered to hold and convey title to real property in its own name under the laws of the State.

Project Documents shall have the meaning set forth in Section 10.9.

Project Improvements shall mean those buildings, infrastructure improvements, amenities or utilities necessitated by, associated with, desired or required by the implementation of the Redevelopment Project, which are located inside or outside of the Project Site, including but not limited to all facilities, amenities, on and off-street parking, landscaping, fencing, enhancements or improvements required to be made to roadways to permit or control the flow of traffic, electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines and other utilities.

Project Schedule shall have the meaning set forth in Section 4.5.

Project Site shall have the meaning set forth in the Recitals.

Purchase and Sale Agreement shall have the meaning assigned thereto in the Recitals.

Redeveloper shall have the meaning set forth in the Recitals, together with any successors and assigns.

Redeveloper Indemnified Parties shall mean the Redeveloper and its successors and/or assigns.

Redeveloper Purchase Price shall have the meaning set forth in Section 10.5.

Redevelopment shall mean the design and construction of the Redevelopment Project.

Redevelopment Area shall have the meaning set forth in the Recitals, together with any additional lands hereafter incorporated into the Redevelopment Area by the Township in accordance with applicable law.

Redevelopment Bonds shall have the meaning set forth in the Recitals

Redevelopment Law shall have the meaning set forth in the Recitals.

Redevelopment Plan shall have the meaning set forth in the Recitals.

Redevelopment Project shall be as generally described in Section 4.1.

Remediation when used in this Agreement shall mean all necessary actions, as applicable, to investigate and cleanup or respond to any known, suspected, or threatened discharge, including, as necessary, the preliminary assessment, site investigation, remedial investigation and remedial action; provided, however, that “remediation” or “remediate” shall not include the payment of compensation for damage to, or loss of, natural resources.

Rental Residential Component shall have the meaning assigned thereto in the Recitals.

Residential Component shall have the meaning assigned thereto in the Recitals.

Residential Component Property shall have the meaning assigned thereto in the Recitals.

Residential Unit shall mean a single-family dwelling, condominium unit, townhome, apartment or other residential dwelling intended for residential occupancy.

Retail Space shall have the meaning set forth in the Recitals.

Site Work shall mean substantial completion of the Redevelopment Project, excluding the construction of the proposed buildings as set forth in the Concept Plan.

State shall mean the State of New Jersey.

Substantial Portion shall have the meaning set forth in Section 14.7.

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

Townhome Component shall have the meaning set forth in the Recitals.

Townhome Component Property shall have the meaning set forth in the Recitals.

Township shall have the meaning set forth in the Recitals.

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

Township Default shall have the meaning set forth in Section 10.2.

Township Indemnified Parties shall mean the Township, its mayor, Township Council persons, officers, agents, employees, contractors, boards, departments, officials and consultants.

Township Property shall have the meaning set forth in the Recitals.

Transfer shall have the meaning set forth in Section 7.1(b).

2.2 Interpretation and Construction. In this Agreement, unless the context otherwise requires: (a) the terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the Effective Date; (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) all references to Recitals, Articles, or Sections shall, unless otherwise indicated, mean the Recitals, Articles or Sections hereto; (d) any headings preceding the texts of the several Articles and Sections of this Agreement, any table of contents or marginal notes appended to copies hereof, and the Recitals hereto shall be solely for convenience of reference and shall not constitute a part of this 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 hereunder shall be in writing and shall not be unreasonably withheld, conditioned, or delayed; (f) all notices to be given hereunder and responses thereto shall also be in writing and shall be given, unless a certain number of days is specified, within a reasonable time; (g) unless otherwise indicated, any "fees and expenses" shall be required to be customary and reasonable; and (h) "knowledge" shall mean actual knowledge of an officer of the applicable Party after due investigation and inquiry.

SECTION 3. PURPOSE; CONDITION PRECEDENT

3.1 Purpose. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the Township and Redeveloper in connection with the Redevelopment of the Project Site.

3.2 PILOT Contingency. Redeveloper has applied or anticipates applying to the Township for approval of a Financial Agreement providing for, among other things, payments in lieu of taxes pursuant to N.J.S.A. 40A:20-1 et seq. ("PILOT"). If and to the extent available under Applicable Laws, and as requested by Redeveloper, the Township agrees to consider Redeveloper's PILOT application in good faith, but Redeveloper acknowledges that the Township retains full discretion whether to grant the PILOT. In the event that the Township

fails to duly approve and execute a Financial Agreement within [] () days following the Effective Date, Redeveloper may elect to terminate this Redevelopment Agreement by providing Notice to that effect to the Township (the "PILOT Contingency"). Upon such termination, this Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

SECTION 4. THE REDEVELOPMENT PROJECT

4.1 The Redevelopment Project. The "Redevelopment Project" shall consist of the construction of the Residential Component, the Retail Space, and the Parking Garage. The Redeveloper shall (i) construct, or cause the construction of, the Residential Component and the Retail Space in accordance with the terms hereof, and (ii) construct, or cause the construction of the Parking Garage in accordance with the terms of the Parking Garage Construction Agreement.

4.2 Designation of Redeveloper. Redeveloper has been previously designated by the Township as the "redeveloper" of the Project Site pursuant to Resolution No. 7190 adopted on August 20, 2018, for the Redevelopment Project. The Township's designation of Redeveloper, as the urban renewal entity formed specifically for the purpose of undertaking the Redevelopment Project, is hereby formally ratified and affirmed as the sole redeveloper for the Redevelopment Project and the Project Site. Redeveloper shall have the exclusive right to redevelop and implement the Redevelopment Project on the Project Site in accordance with the terms and conditions of this Agreement.

4.3 Project Improvements. Redeveloper acknowledges that Project Improvements will be required in connection with the Redevelopment Project and agrees that it is its sole responsibility to undertake the construction thereof, subject to the terms hereof. The Redeveloper further agrees that, notwithstanding the Redevelopment Law, it is its sole

responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of existing utilities and easements therefor, in order to complete the Redevelopment Project as provided by this Agreement. Redeveloper shall exercise reasonable efforts to insure the effective coordination between the onsite and offsite Project Improvements and shall reasonably cooperate with the Township to insure that the implementation of the Redevelopment Project does not unreasonably interfere with the operation of the existing utilities. Redeveloper agrees to directly or indirectly provide all performance and maintenance bonds, as required by law.

4.4 Project Schedule. Redeveloper will diligently implement and complete the Redevelopment Project in accordance with the dates set forth in the "Project Schedule" in Exhibit B attached hereto, subject only to relief resulting from events of Force Majeure. The Parties agree and acknowledge that adherence to the Project Schedule is of the essence of this Agreement. Notwithstanding the Project Schedule, Redeveloper may attempt to implement each task whenever possible earlier than the dates set forth for such tasks in the Project Schedule. If Redeveloper fails to meet a completion date set forth on the Project Schedule or determines that it will fail to meet a completion date, Redeveloper shall promptly provide notice to the Township stating: (a) the reason for the failure to complete the applicable task, (b) Redeveloper's schedule for completing such task, and (c) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the relevant extended completion dates.

4.5 Commencement of Redevelopment Project. Redeveloper agrees to commence construction of the Redevelopment Project on or before the Commencement of Construction and to complete the Redevelopment Project in accordance with the time frames set forth in the Project Schedule. After Commencement of Construction, Redeveloper will thereafter diligently

and continuously execute construction of the Redevelopment Project to completion in accordance with the Project Schedule, subject to the occurrence of any events of Force Majeure.

4.6 Certificate of Completion. The substantial completion of any portion of the Redevelopment Project shall be evidenced by a certificate issued by the Township (a "Certificate of Completion") accepting the terms of a written certification of a duly authorized officer of Redeveloper stating that: (a) such portion of the Redevelopment Project has been completed substantially in accordance with the approved final site plan and (b) a Certificate of Occupancy, if required, has been issued for such portion of the Redevelopment Project. If the Township reasonably determines that Redeveloper is not entitled to a Certificate of Completion for such portion of the Redevelopment Project, then the Township shall, within ten (10) days of receipt of Redeveloper's certification, provide Redeveloper with a written statement, specifying in reasonable detail the reasons the Township refused or failed to furnish a Certificate of Completion, and describing the measures or acts reasonably necessary, in the opinion of the Township, that the Redeveloper must take or perform in order to obtain such Certificate of Completion. Upon Redeveloper's completion of the actions deemed reasonably necessary by the Township, the Township shall forthwith issue the Certificate of Completion.

The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Redevelopment Plan with respect to Redeveloper's obligation to construct such portion of the Redevelopment Project within the dates for the commencement and completion of same. Upon issuance of each Certificate of Completion required on the Project Site, the conditions determined to exist at the time such portion of the Project Site was determined to be an area in need of redevelopment shall be deemed to no longer exist, the land and improvements within

such portion of the Project Site shall no longer be subject to eminent domain by the Township under Redevelopment Law as a result of those determinations and the Declaration shall be released.

4.7 Certificates of Occupancy. The Township, in accordance with its ordinances and regulations then in effect, upon application of Redeveloper, shall issue certificates of occupancy from time to time, as applicable, (i) for any component of the Redevelopment Project; (ii) for individual Residential Units, as may be necessary to enable Redeveloper to market, sell, transfer and convey title thereto and/or to lease same to third parties; (iii) for the Retail Space as may be necessary to enable Redeveloper to market, sell, transfer and convey title thereto and/or to lease same to third parties; and (iv) for the Parking Garage.

4.8 Approval of Project Concept. Subject to review and approval of site plans by the Board, the Township hereby approves of the Concept Plan. Redeveloper acknowledges that it will be required to submit more detailed site plans for review and approval by the Board in accordance with municipal site plan requirements, and to comply with the provisions of such approval.

SECTION 5. REDEVELOPMENT PROJECT OVERSIGHT

5.1 Progress Meetings. At the request of the Township, Redeveloper agrees to attend and participate in progress meetings quarterly with representatives of the Township to report on the status of the Redevelopment Project and to review the progress under the Project Schedule. The meetings shall be held at the Township's Municipal Building or other convenient location in the Township. Prior to the meeting, subject to the terms of Section 5.3 below, representatives of the Township may visit the Project Site to inspect the progress of the work on the Redevelopment Project. Redeveloper shall prepare the agenda for the quarterly progress

meeting in advance of the meeting (which shall include, *inter alia*, any agenda items reasonably requested by the Township) and shall provide information to the Township at the meetings regarding the Redevelopment Project progress including but not limited to Approval submissions, financial commitments, construction of Project Improvements, compliance with the Redevelopment Plan and activities concerning marketing and leasing, if applicable.

5.2 Progress Reports. Commencing on the first day of the second month after the Effective Date of this Agreement, Redeveloper shall submit to the Township a monthly written progress report which shall include a description of activities completed, the activities to be undertaken prior to the next monthly progress report, the status of all Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed.

5.3 Access to Project Site. Upon reasonable advance written notice specifying a legitimate purpose (except for Township construction code officials performing their duties in the ordinary course, who shall not be obligated to provide advance written notice specifying a legitimate purpose) the Township and its authorized representatives shall have the right to enter the Project Site to inspect the site and any and all work in progress for the purpose of furthering its interest in this Agreement. Such entrance shall be for informational purposes and shall not relieve Redeveloper of its obligation to implement the Redevelopment Project in accordance with this Agreement. In no event shall the Township's inspection of the Redevelopment Project be deemed acceptance of the work or be deemed to waive any right the Township has under this Agreement. Any such entry shall be subject to reasonable restrictions by Redeveloper typical of

an active construction site and any entry by Township representatives shall be at their own risk. The Township hereby indemnifies, protects and holds Redeveloper harmless from and against any and all liability, loss, costs, damages, claims, judgments or expenses, arising or alleged to arise from or in connection with the exercise of such right of entry and access; provided that such losses are not the result of any negligence or willful misconduct of Redeveloper or its agents.

SECTION 6. REPRESENTATIONS AND WARRANTIES

6.1 The Redeveloper. Redeveloper represents and warrants as follows:

(a) it is a limited liability company and urban renewal entity, organized and existing under the laws of the State, and in good standing;

(b) it has full power and authority to enter into this Agreement, to consummate the transactions contemplated herein and to perform all of its obligations hereunder;

(c) the execution, delivery and performance by Redeveloper of this Agreement has been duly authorized and the person executing this Agreement on its behalf is authorized to do so and that this Agreement constitutes a valid and legally binding obligation of Redeveloper, enforceable in accordance with its terms;

(d) subject to obtaining financing from an Institutional Lender, it is financially capable to undertake and fulfill the obligations of Redeveloper hereunder;

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

(f) there is no action, proceeding or investigation now pending or, to the best of Redeveloper's knowledge, threatened, nor any basis therefor, known or believed to exist which

(i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in its property,

assets, liabilities or condition or which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement;

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

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

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

(j) the execution, delivery, or performance of this Agreement will not constitute a violation of any of Redeveloper's organizational documents, or of any mortgage, indenture, instrument, judgment or other agreement to which it is a party or by which it is bound;

(k) all materials and documentation submitted by the Redeveloper and its agents to the Township and its agents were, to the best of Redeveloper's knowledge, at the time of such submission, and as of the Effective Date, materially accurate, and the Redeveloper shall inform the Township of any material and adverse changes in the documentation submitted. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement.

(l) that the Redeveloper is the current owner of those portions of the Project Site that are not the Township Property (i.e., Block 227, Lots 24, 30, 31, and 32).

If reasonably requested by the Township, the Redeveloper shall, from time to time, reaffirm the representations and warranties set forth in this Section 6.1.

6.2 **The Township.** The Township represents and warrants as follows:

(a) the designation of the Project Site as an area in need of redevelopment, the adoption of the Redevelopment Plan and the designation of Redeveloper were completed (and any amendment thereto will be completed) in conformance with Redevelopment Law, the adoption of the Redevelopment Plan was duly authorized in accordance with Redevelopment Law and the Township Council is duly and properly acting as the redevelopment entity for the Township pursuant to the Redevelopment Law;

(b) it is executing this Agreement in its capacity as a political subdivision of the State and the County of Essex, as the designated redevelopment entity; the execution, delivery and performance by the Township of this Agreement has been duly authorized and the person executing this Agreement on its behalf is authorized to do so; and this Agreement constitutes a valid and legally binding obligation of the Township, enforceable in accordance with its terms;

(c) there is no action, proceeding or investigation now pending or, to the best of the Township's knowledge, threatened, nor any basis therefor, known or believed to exist, which (i) questions the validity of this Agreement, the designation of the Redevelopment Area as an area in need of redevelopment or the adoption of the Redevelopment Plan, or any action or act taken or to be taken by them pursuant to or relating to this Agreement, the Redevelopment Area or the Redevelopment Plan; or (ii) is likely to result in a material adverse change in its agency, property, assets, liabilities or condition or which will materially and substantially impair its

ability to perform pursuant to the terms of this Agreement;

(d) it has full power and authority to enter into this Agreement, to consummate the transactions contemplated herein and to perform all of its obligations hereunder; and

(e) the Redevelopment Plan and all other proceedings required under the Redevelopment Law were validly and duly adopted or taken in accordance with all applicable legal requirements.

SECTION 7. REDEVELOPER COVENANTS

7.1 Redeveloper Covenants. Redeveloper covenants and agrees that:

(a) Redeveloper shall not use the Project Site or any part thereof in a manner that is not in all material respects consistent with the Redevelopment Plan, the Approvals, the Purchase and Sale Agreement and this Agreement. Redeveloper will construct only those uses established in the Redevelopment Plan or as the Redevelopment Plan may be modified, in writing, by the Township from time to time in accordance with Redevelopment Law.

(b) Except as permitted in Section 7.1(c) below, prior to the issuance of a Certificate of Completion for the Redevelopment Project or any part thereof, pursuant to *N.J.S.A. 40A:12A-9(a)*, Redeveloper shall not, without the prior written consent of the Township (which consent shall not be unreasonably withheld, delayed or conditioned): (i) effect or permit any change, directly or indirectly, in the majority ownership of more than 50% or control of Redeveloper (whether in one transaction or by virtue of the combined effect of more than one transaction), provided, however, that the Township will not unreasonably withhold, delay or condition its consent to a transfer of a majority or greater interest in Redeveloper (or in an Affiliate of Redeveloper) to a reputable financial institution for *bona fide* financing purposes provided that the current members of Redeveloper remain in control of the entity, (ii) effect or

permit any transfer, directly or indirectly, of any interest in Redeveloper to a person or entity not presently holding an interest in Redeveloper, provided that if such transfer does not contravene clause (i) then the Township will not unreasonably withhold, delay or condition its consent to such transfer; (iii) assign or attempt to assign this Agreement or any rights herein, or in the Residential Component Property or the Retail Space Property, (iv) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Residential Component Property, the Residential Component, the Retail Space Property, or the Retail Space; or (v) pledge, or transfer all or substantially all of its assets (collectively, a "Transfer"). If Redeveloper proposes a Transfer, other than as set forth above, Redeveloper will promptly provide to the Township for its consideration information concerning the proposed transferee, including, but not limited to, current audited financial statements for the proposed transferee and any other documentation reasonably requested by the Township pertaining to the transferee's identity, principals, qualifications, reputation and financial condition. If a Transfer is approved by the Township, the transferee, by written document acceptable in form and substance to the Township, for itself and its successors and assigns, and for the benefit of the Township, shall expressly assume all of the obligations of Redeveloper under this Agreement applicable to the property interest conveyed with such sale, assignment or transfer and shall agree to be subject to all the conditions and restrictions to which Redeveloper is subject hereunder, including the restrictions regarding the right to subsequent transfers. All relevant instruments and other legal documents proposed to effect any such transfer shall be submitted to the Township, and if the transferee is approved by the Township, such approval shall be indicated to Redeveloper in writing.

(c) Any Transfer of the Redeveloper's interest in violation of this Redevelopment

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

(c) Redeveloper, without violating the provisions of this Agreement, may, subject to the requirements of *N.J.S.A.* 40A:12A-9(a), effect the following Transfers to which the Township hereby consents upon receipt of notice thereof, without the necessity of further action by the Township (the "Permitted Transfers"): (i) leases to residential or retail tenants, or purchase contracts to sub-units of the Townhome Component; (ii) mortgages to secure Institutional Financing for the construction of the Residential Component or Retail Space; (iii) environmental covenants and restrictions imposed by DEP as a condition of any permit or Approval; (iv) Transfers of Redeveloper's rights and obligations hereunder to an Affiliate; and (v) any contract or agreement which effectuates any of the foregoing exceptions. With respect to any of the Permitted Transfers listed in this Section 7.1(c), Redeveloper shall provide to

Township written notice within thirty (30) days of such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the Transferee parties, individuals and/or entities involved.

(d) Upon issuance of a Certificate of Completion for any phase or part of the Residential Component or the Retail Space, Redeveloper shall have the right to sell its interest in such portion of the Residential Component or the Retail Space, subject to the Financial Agreement.

(e) Redeveloper shall design, implement, complete and operate, as applicable, the Redevelopment Project in compliance with this Agreement and all other applicable governmental laws, ordinances, Approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution, health, environmental and safety ordinances, laws and such rules and regulations thereunder as shall be binding upon Redeveloper under applicable laws. Without limiting the foregoing, Redeveloper shall comply at its own expense with all stormwater regulations, including but not limited to, those pertaining to detention, recharge and water quality.

(f) Redeveloper shall not unlawfully 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, sex, affectional or sexual orientation in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall Redeveloper itself, or any person claiming under or through 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 Project Site.

(g) Redeveloper shall not use the Project Site, or any part thereof, as security or collateral for an unrelated transaction.

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

7.2 Compliance with Redevelopment Plan. Redeveloper shall take all necessary steps so that the development of the Project Site and, as applicable, the construction, use, operation, and maintenance, as applicable, of the Redevelopment Project thereon shall be in accordance with the provisions of this Agreement and Redevelopment Plan.

7.3 Redevelopment Project Completion. Subject to an event of Force Majeure, Redeveloper agrees to diligently undertake and implement the Redevelopment Project throughout the term of this Agreement and shall complete the Redevelopment Project within the timeframes set forth in the Project Schedule.

7.4 Execution of Documents. Redeveloper shall, in order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any commercially reasonable 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 Redevelopment Project in accordance with the terms of this Agreement and all necessary Approvals.

7.5 Fees. Redeveloper shall be subject to normal and customary application fees for Township approvals and review processes for the Approvals for the applicable portions of the

Redevelopment Project, as well as normal and customary building and construction permit fees for the Residential Component and the Retail Space. The Township will be responsible for all such fees and costs relating to the Parking Garage.

7.6 Construction Assurances. Redeveloper, once it commences construction of any portion of the Redevelopment Project, will proceed diligently to complete construction of such portion.

SECTION 8. PARTIES' FINANCIAL OBLIGATIONS

8.1 Financing of Redevelopment Project. (a) Redeveloper represents that will use commercially reasonable efforts to obtain and commit the requisite equity and debt financing in order to finance the construction of the Residential Component and the Retail Space.

(b) The Township will be responsible for financing its portion of the construction costs relating to the Parking Garage. The amount, timing and process of making payments for costs relating to the Parking Garage will be as set forth in the Parking Garage Construction Agreement.

(c) To the extent that Project Improvements benefit the Residential Component, the Parking Garage, and/or the Retail Space, as applicable, the Parties agree that they will use commercially reasonable efforts to allocate the costs therefor among such components, and the Redeveloper will be responsible for the costs allocated to the Residential Component and the Retail Space, and the Township will be responsible for the costs allocated to the Parking Garage.

8.2 Township's Costs. In addition to the Redeveloper's estimated costs for the Redevelopment Project, the Redeveloper agrees to provide funding to the Township for all reasonable out-of-pocket costs incurred by the Township in connection with the Redevelopment Project, including costs associated with the negotiation of this Redevelopment Agreement

incurred prior to the date hereof (the "Township Costs"). Township Costs shall include, but not be limited to, any fees and costs of any professional consultant, contractor or vendor retained by the Township in connection with the Redevelopment Project, including attorneys, technical consultants, planners, financial consultants and appraisers, among others, and all out-of-pocket costs and expenses of the Township.

8.3 Payment of Township Costs. Pursuant to Section 8.2, the Redeveloper agrees to reimburse the Township for any and all Township Costs. The Township shall promptly provide invoices to the Redeveloper detailing the amount and basis for the Township Costs. In the event of a dispute over one or more invoices, the Parties shall attempt to resolve same in good faith. The Township shall not increase rates charged for any outside professional consultants without first providing thirty (30) days' written notice to Redeveloper. As of the Effective Date, the Township shall establish an interest-bearing escrow account (the "Escrow Account") to hold Redeveloper's funds in the initial amount of Fifteen Thousand Dollars (\$15,000). This Escrow Account shall be used by the Township to pay the Township Costs. If the Redeveloper does not dispute an invoice within fifteen (15) days of its receipt of an invoice, the Township shall have the right to withdraw funds from the Escrow Account to pay the invoice. In the event the Redeveloper disputes an invoice, the Township shall not withdraw any funds from the Escrow Account until and unless the Parties have amicably resolved the dispute. If, when and as often as may occur that the Escrow Account is drawn down to Five Thousand Dollars (\$5,000), then Redeveloper shall, upon the Township's written request and within fifteen (15) days thereafter, provide to the Township for deposit in the Escrow Account funds sufficient to replenish the Escrow Account to the amount of Fifteen Thousand Dollars (\$15,000) for use in accordance with these terms, unless such time period shall be extended for good reason by the Township in its

sole discretion. In the event this Agreement expires or is lawfully terminated by the Township, then all funds and accrued interest in the Escrow Account shall be returned to the Redeveloper following the payment from the Escrow Account of the undisputed Township Costs incurred up to the time of said expiration or termination.

8.3 Governmental Approval Fees. The Redeveloper will pay all fees for permits required by any Governmental Authority for the construction and development of the Redevelopment Project. The Redeveloper shall pay all other permit fees, which include any permit fees payable by the Township or Redeveloper to all required Governmental Authorities other than the Township, or for which the Township is required to reimburse other Governmental Authorities or is required to pay other third-party contractors retained by or on behalf of the Township to perform services that the Township would otherwise be required to perform itself.

SECTION 9. INDEMNIFICATION

9.1 Redeveloper Indemnification. In connection with the Residential Component and the Retail Space:

(a) Redeveloper agrees to indemnify and hold harmless and defend the Township and hold harmless and defend the Township Indemnified Parties, and Redeveloper shall pay any and all liability, actual loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, including but not limited to, claims for personal injury, death and property damage, which the Township and/or the Township Indemnified Parties may sustain, be subject to or be caused to incur (i) due to the negligence or willful misconduct of Redeveloper, its agents, employees or contractors, (ii) a material breach of this Agreement by Redeveloper, or (iii) any violation of applicable law by Redeveloper, unless any such loss, liability claim or suit arising from the negligent or intentional wrongful acts of the

Township, its employees, agents and contractors.

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

(c) In any situation in which the Township Indemnified Parties are entitled to receive and desire defense and/or indemnification by Redeveloper, the Township Indemnified Parties shall give prompt notice of such situation to Redeveloper. Failure to give prompt notice to Redeveloper shall not relieve Redeveloper of any liability to indemnify the Township Indemnified Parties, unless such failure to give prompt notice prejudices Redeveloper. Upon receipt of such notice, Redeveloper shall resist and defend any action or proceeding on behalf of the Township Indemnified Parties, including the employment of counsel reasonably acceptable to the Township Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. All of the Township Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof at their own expense. Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of Redeveloper or if there is a final judgment

against Redeveloper or the Township Indemnified Parties in any such action, Redeveloper shall indemnify and hold harmless the Township Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. Further, Redeveloper shall have the right to settle any such action on behalf of itself and all Township Indemnified Parties, provided that such settlement (i) is solely a monetary payment, (ii) does not involve the entry of a judgment against Township or any Township Indemnified Parties and (iii) does not expose the Township Indemnified Parties to any liability, contingent or otherwise. Redeveloper shall indemnify and hold harmless the Township Indemnified Parties from and against any loss or liability by reason of such settlement.

9.2 **Survival of Indemnity.** The provisions of Section 9 shall survive the termination of this Agreement and shall run with the land and be referenced in the Declaration.

**SECTION 10. DEFAULT PROVISIONS;
ADDITIONAL TERMINATION RIGHTS OF REDEVELOPER**

10.1 **Redeveloper's Default.** Subject to the terms of this Agreement, the Township shall have the right to declare Redeveloper in default of this Agreement in the event of the occurrence of any of the following (each, a "**Default**"):

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

(b) A final and un-appealable determination by a court of competent jurisdiction that Redeveloper is insolvent; or

(c) (i) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of Redeveloper; (iii) Redeveloper (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; (iv) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against Redeveloper and shall not have been dismissed for a period of sixty (60) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued un-stayed and in effect for any period of sixty (60) consecutive days; or (ix) Redeveloper shall have abandoned the transaction of its usual business; or

(d) Redeveloper's implementation of a Transfer in violation of this Agreement.

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

10.3 Default Notice. Upon the occurrence of a Default, the non-defaulting party shall notify the defaulting party in writing that it has declared that party in Default (the "Default Notice"). Absent such Default Notice, no declaration of Default shall be deemed binding against the defaulting party. The Default Notice shall state the basis for the determination that a Default has occurred. Upon receipt of the Default Notice, the defaulting party shall have, in the case of a

financial obligation, thirty (30) days to cure such Default; or in the case of any failure to perform any other obligation set forth in this Agreement, one hundred and eighty (180) days to commence to cure said Default. With respect to a failure to perform any obligation other than a financial obligation, provided the defaulting party shall thereafter diligently and continuously proceed to correct same, the defaulting party shall have an additional ninety (90) days to complete the cure. In the event that the defaulting party does not cure a Default as set forth herein, the non-defaulting party shall have the right to exercise the remedies set forth below. The Parties may agree in writing, notwithstanding the provisions of this paragraph, to extend the period of time by which the defaulting party must respond to the Default Notice or the period of time in which the defaulting party must cure the Default. Any Default by either Party hereto that remains uncured following any notice and applicable cure period shall be an "Event of Default".

10.4 Default Rights and Remedies. Except as may otherwise be provided in this Agreement, upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement and/or take whatever action, at law or in equity, it may deem desirable, including the seeking of damages, or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in Default or breach of its obligations. In the event that the Township terminates this Agreement following an Event of Default by Redeveloper, Redeveloper's designation as the redeveloper of the Project Site shall immediately terminate, together with Redeveloper's rights as Redeveloper. In that event, the Financial Agreement shall also immediately terminate.

10.5 Remedies Upon Event of Default by the Redeveloper; Replacement of Redeveloper.

(a) Except as otherwise set forth in Section 3.2 hereof, if an Event of Default by the Redeveloper occurs which is not cured under Section 10.1 and subject to the rights of a Holder under Section 11.1 hereof, the Township shall have the right, in its sole and absolute discretion, to terminate this Redevelopment Agreement and the Redeveloper's designation as redeveloper of the Project Site. In the event the Township terminates this Redevelopment Agreement pursuant to this Section 10.5, the Township shall terminate the Redeveloper's designation as redeveloper of the Project Site.

(b) In the event the City terminates the Redevelopment Agreement and the Redeveloper's designation as Redeveloper of the Project Site for any of the Events of Default set forth in subparts (b), (c) and (d) under Section 10.1 after the Township conveys the Township Property to the Redeveloper pursuant to the Purchase and Sale Agreement, the Township shall have the right (but not the obligation) to re-acquire the Township Property from the Redeveloper (the "Right of Reverter"). The Township shall exercise such right by providing written notice to the Redeveloper (the "Reversion Notice") providing for such reversion. The Redeveloper shall convey the Township Property to the Township for One Dollar (\$1.00), by bargain and sale deed, within thirty (30) days of the Redeveloper's receipt of the Reversion Notice (the "Reversion Date").

(c) The Redeveloper shall also pay over to the Township all of the costs and/or damages (including reasonable attorney's fees) incurred by the Township on account of the Event of Default by the Redeveloper. The Township shall have the right to apply to the aforementioned costs or damages incurred by the Township, any funds of the Redeveloper in the hands of the City at the time of such Event of Default or termination.

(d) In the event the City terminates the Redeveloper's designation as the redeveloper

of the Project Site, the Township shall use reasonable efforts to designate a replacement redeveloper for the Project Site (subject to any permitted mortgage liens as may exist and the rights of any Holders as set forth in Section 11.1). Such replacement redeveloper shall be designated as soon as practicably possible and in such manner as the Township shall find feasible and consistent with the Redevelopment Plan. Such replacement redeveloper shall be an experienced and qualified entity as determined by the Township, who shall assume the obligations of completing the Redevelopment Project and such other improvements in accordance with this Redevelopment Agreement and the Redevelopment Plan. Redeveloper shall deliver to the Township and such replacement redeveloper, at Redeveloper's sole cost and expense, the originals of all Project Documents to the extent in the possession or control of Redeveloper, and shall execute assignments of all Project Documents and other rights and agreements pertaining to the Redevelopment Project in favor the Township, its designee or any replacement redevelopment, provided such Project Documents are lawfully assignable. All Project Documents shall be assigned and delivered, as the case may be, without representation or warranty of any kind. This provision shall be included in the Declaration. Any proceeds resulting from the designation of the replacement redeveloper under this section, including an agreed upon purchase price for the Project Site, shall be applied as follows:

(i) First, to all reasonable costs and expenses incurred by the Township, including but not limited to, Township Costs and related expenses incurred by the Township in connection with the Redevelopment Project; all taxes, assessments, and water and sewer charges owed by the Redeveloper as of such date, if any, with respect to the Redevelopment Project or any part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the project at the time of the Township's reacquisition of the Project, or to discharge

or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the completion of the Project, or any part thereof, on the uncompleted portion or any part thereof; and any amounts otherwise owed to the City by the Redeveloper and its successors or transferees in accordance with the terms of this Redevelopment Agreement; and

(ii) Second, to reimburse the Redeveloper, its successors or transferees, up to the amount equal to the Redeveloper's actual costs associated with the Redevelopment Project, including property acquisitions, and all hard and soft costs expended by the Redeveloper in connection with the Redevelopment Project. Any balance remaining after such reimbursements shall be retained by the City as its property.

10.6 Rights and Remedies Cumulative; No Waiver by Delay. The rights and remedies of the Parties whether provided by this Agreement or by law or in equity, shall be cumulative, and except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same Event of Default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or any of its remedies for any other default or breach. No delay by either Party in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive it of, or limit such rights and remedies in any way (it being the intent of this provision that such Party shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to

resolve the problems created by the default involved); nor shall any waiver by either Party with respect to any specific Default be considered or treated as a waiver of the rights of either Party with respect to any other defaults except to the extent specifically waived in writing.

10.7. Certificate of No Default. Either Party hereto shall deliver to the other, upon written request, a certificate signed by a duly authorized officer to the effect that the certifying Party is not aware of any condition, event or act which constitutes a violation of this Agreement or which would constitute a Default hereunder and no condition, event or act exists which, with notice or lapse of time, or both, would constitute such a violation, or Default, or if any such condition, event or act exists, specifying the same (the "Certificate of No Default").

10.8 Effect of Termination of Redeveloper. Upon termination of this Agreement by the Township pursuant to an Event of Default by the Redeveloper, the designation of Redeveloper as redeveloper shall automatically cease, and neither party shall have any further rights or obligations under this Agreement, except as expressly provided otherwise herein. In the event of a termination of Redeveloper as redeveloper, Redeveloper shall, subject to receipt of the payment amount set forth in Section 10.5 hereof, promptly deliver to the Township, and assign to the Township all of its right, title and interest in and to any Approvals, plans, drawings, surveys, studies, tests, investigations, permits, approvals, and applications for permits, approvals or utility capacity including, but not limited to, electronic versions where applicable ("Project Documents") prepared by or for Redeveloper in connection with the Redevelopment Project and/or the Project Site, without representation or warranty.

10.9 Survival. The terms of this Section 10 shall survive the termination of this Agreement.

SECTION 11. FINANCING PROVISIONS

11.1 **Rights of Holder.** Redeveloper shall not engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Residential Component Property or the Retail Space Property, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental impositions) to be made or attach to the Residential Component Property or the Retail Space Property, except as may be reasonably required for the construction of the Residential Component the Retail Space, or the continued operation of the Residential Component or the Retail Space, after the completion of construction, provided, however, that upon the issuance of a Certificate of Completion, such prohibition shall no longer apply. Redeveloper shall notify the Township in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Residential Component or the Retail Space (the mortgagee thereunder or its affiliate, a "Holder"). The provisions of this Agreement shall not be deemed to grant to the Township the right to approve or review the terms of any such proposed financing.

11.2 **No Termination for Mortgage Default.** This Agreement, as an arrangement made by a governmental body or agency of the State pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the Residential Component or the Retail Space, as though such default or foreclosure had not occurred, except as specifically provided herein.

11.3 **Cooperation.** To the extent reasonably requested by Redeveloper or any Holder, the Township shall execute an estoppel certificate, recognition agreement, attornment agreement and or such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Township) as may be requested or required by any Holder;

provided, however, that any such agreement or document shall not materially and adversely alter any of the rights or obligations of Redeveloper or the Township under this Agreement.

11.4 Notice of Default to Holder and Right to Cure. (i) Whenever the Township shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper under this 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 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.

(ii) To the extent that any Holder is required to foreclose against any lien it has with respect to the Residential Component Property or the Retail Space (as a result of a Redeveloper Event of Default or a default by Redeveloper under any agreements executed by Redeveloper and its project lenders), the Township agrees to forebear from the enforcement of any remedies provided under this Agreement that it may have against Redeveloper in order to permit such Holder to foreclose and assume or cause a third party to assume the obligations of Redeveloper under this Agreement; provided, however, that the Township shall not be obligated to forebear from the exercise of any remedies available to it hereunder if such forbearance will result (or may result, in the reasonable judgment of the Township) in a waiver of the Township's rights under this Agreement.

11.5 No Guarantee of Development, Construction or Completion of the Redevelopment Project. A Holder shall in no manner be obligated by the provisions of this Agreement to develop, construct or complete the Redevelopment Project (or portion to which its

mortgage relates), or to guarantee such development, construction or completion; nor shall any covenant or any other provisions be construed to so obligate a Holder. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to permit or authorize such Holder to undertake or continue the development, construction or completion of the Redevelopment 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 going forward from and after the date of such assumption with respect to the Redevelopment Project (or portion to which its mortgage relates) by written agreement reasonably satisfactory to the Township and the Holder.

11.6 Foreclosure. If a Holder forecloses its mortgage secured by the Residential Component Property or the Retail Space Property, or takes title to the Residential Component Property or the Retail Space by deed-in-lieu of foreclosure or similar transaction (collectively a "Foreclosure"), the Holder shall have the option to either (i) sell the Residential Component Property or the Retail Space Property to a responsible Person reasonably acceptable to the Township, which Person shall assume the obligations of Redeveloper under this Agreement in accordance with applicable law, and/or (ii) assume the obligations of Redeveloper under this Agreement in accordance with applicable law. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Agreement, the Township shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Township pursuant to the terms of this Agreement available in connection with the events preceding the Foreclosure. The Holder, or the Person assuming the obligations of Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the

Redevelopment Project in the manner provided in this Agreement, but subject to reasonable extensions of the Project Schedule, and shall submit evidence reasonably satisfactory to the Township that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder or Person assuming such obligations of Redeveloper, properly completing the Residential Component or, if applicable, the Retail Space, or any portion thereof, shall be entitled to a Certificate of Completion in accordance herewith. Nothing in this 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 Residential Component Property or the Retail Space Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements consistent with the Concept Plan or otherwise provided for or authorized by this Agreement.

11.7 Lender Changes. If Redeveloper's lender requires a change in the terms of this Agreement, the Township shall reasonably cooperate with Redeveloper in approving and implementing such change, so long as such change does not materially increase the Township's obligations or materially decrease the Township's rights as set forth in the Agreement, or materially change the Concept Plan. In addition, the Township agrees to enter into such agreement as Redeveloper's lender (or its equity participants) may reasonably require provided that such agreement shall not materially increase the Township's obligations or decrease the Township's rights in connection with this Agreement, or materially change the Concept Plan.

SECTION 12. NEIGHBORHOOD ISSUES

12.1 Neighborhood Impacts. Redeveloper acknowledges that the construction of the Redevelopment Project and Retail Space may have certain impacts on the neighborhoods in the vicinity of the Project Site. Although it is anticipated that the Redevelopment Project will

provide many positive effects on the community, it is also recognized that it may result in some temporary inconveniences during the time that construction takes place and for a short time thereafter. Therefore, Redeveloper shall take reasonable steps in order to minimize any material negative effects that the construction of the Redevelopment Project may produce. As a result, the Township and Redeveloper agree herein to address the reasonable concerns of the surrounding neighborhoods in order to assure the citizens of the Township that reside in those neighborhoods that the Redevelopment Project will be completed with minimum inconvenience as is practicable. Accordingly, the Parties agree to the provisions set forth below in this section of the Agreement.

12.2 Traffic. Redeveloper shall provide traffic analyses and information regarding traffic to the Board in connection with its application for site plan approvals, and shall comply with the conditions of site plan approvals with regard to traffic both during construction and thereafter. Without limiting the foregoing, Redeveloper agrees to work closely with the Township and to comply with all Township ordinances to mitigate the impact of construction vehicles, traffic around the Project Site during construction and related concerns, and to use commercially reasonable efforts to minimize the traffic effects of the Redevelopment Project upon the surrounding neighborhoods.

12.3 Illumination, Noise and Pollution. Redeveloper is mindful of the size of the Redevelopment Project and the potential effects that the construction of such an undertaking may have on the surrounding communities. Therefore, Redeveloper agrees that it will take reasonable steps to minimize the passage of excessive or unwarranted illumination, noise or pollution into the surrounding community. Redeveloper shall take reasonable measures to ensure that the improvements on the perimeter of the Project Site shall not be damaged or materially disturbed.

Redeveloper commits to follow all applicable construction laws, regulations and standards in the industry to address these concerns and furthermore commits to having a program in place, prior to the Commencement of Construction, to reasonably address such concerns.

12.4 Security and Safety. Redeveloper further commits to be cognizant of and address reasonable traffic safety issues by complying with all applicable traffic safety provisions both during and after construction of the Redevelopment Project.

12.5 Parking During Construction. Redeveloper acknowledges that it is unlikely that sufficient on-site parking will be available for construction workers during construction of the Redevelopment Project and agrees that Redeveloper and its subcontractors will be responsible, at their own cost, for making arrangements for off-site parking to the extent required. Notwithstanding the foregoing, the Township shall cooperate with Redeveloper in its efforts to identify parking facilities for construction workers during the construction of the Redevelopment Project.

12.6 Rodent, Insect and Animal Control. Redeveloper will take reasonable steps to minimize and control the migration of rodents, insects, or other animals from the Project Site during the construction of the Redevelopment Project. Redeveloper will undertake to provide controls in accordance with all applicable laws and other construction standards such that the issue of rodent, insect and animal control is reasonably addressed. Redeveloper shall coordinate this effort with the Township's Department of Health.

SECTION 13. ADDITIONAL PROVISIONS

13.1 Township Cooperation. The Township shall cooperate with and assist Redeveloper so as to enable Redeveloper to implement, develop and complete the Redevelopment Project in accordance with the Concept Plan and to otherwise perform

Redeveloper's obligations and responsibilities under this Agreement. This cooperation shall include, but not be limited to, (i) causing all construction and building permits over which the Township or any of its agencies or offices has jurisdiction to be granted to Redeveloper provided the applications for same comply with applicable law, (ii) assisting Redeveloper in obtaining Approvals, in expediting required action by the Board in connection with site plan and subdivision applications filed by Redeveloper in connection with this Agreement, (iii) amending the Redevelopment Plan to incorporate changes that are mutually agreed upon by the Township and Redeveloper, and (iv) the exercise of such other actions pursuant to Redevelopment Law as may be reasonably necessary to carry out the purpose and intent of this Agreement.

13.2 **Maintenance and Landscaping.** Redeveloper shall keep the Project Site free from any substantial accumulation of debris or waste materials and shall maintain in good condition any landscaping and amenities required under any applicable approved final site plan.

13.3 **Speculative Development.** Redeveloper represents its undertakings pursuant to this Agreement are for the purpose of Redevelopment of the Project Site and not for speculation in land holding. Redeveloper shall not use the Project Site, or any part thereof, as collateral for an unrelated transaction.

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

13.5 **Insurance Required.** (a) Prior to the commencement of the construction of the Redevelopment Project, the Redeveloper shall furnish or shall cause to be furnished, to the

Township, certificates of insurance evidencing policies of commercial general liability insurance, Builder's Risk insurance, workers' compensation insurance, and any other similar insurance, with limits consistent with other projects similar in scope to the Redevelopment Project.

(b) All insurance policies required by the Section shall be obtained from insurance companies licensed in the State of the New Jersey and rated at least A VII in Best's Insurance Guide, or such lesser rated provider that is proposed by the Redeveloper, which is reasonably acceptable to the Township. All insurance policies required hereunder shall be kept in force until a Certificate of Completion is issued.

(c) The Redeveloper's obligation to maintain insurance in this Section 13.5 shall terminate upon issuance of a Certificate of Completion with respect to the Redevelopment Project.

SECTION 14. MISCELLANEOUS

14.1 Force Majeure. For the purposes of any of the provisions of this Agreement, neither the Township nor Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in Default with respect to its obligations hereunder because of any delay in the performance of such obligations, including commencement or completion of construction, arising from causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts or omissions of the other parties (including litigation by Third Parties), unavailability of materials, fires, floods, epidemics, quarantine restrictions, moratoriums, strikes, freight, energy shortages, embargoes, unusual or severe weather, or delays of subcontractors due to any of the forgoing such causes, actions or inactions by any federal, state or local governmental or quasi-governmental entity, including the Township, with respect to the Approvals or the development of the Redevelopment Project (including, without limitation, a failure of the Township to perform in accordance with the terms of this Agreement) a change in laws and/or Market Conditions, if such actions or inactions are not caused by Redeveloper (collectively "Force Majeure"). It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for such period(s) as may be reasonable in the circumstances but in no event less than the period of the delay.

14.2 Section Headings. The headings and numbering of paragraphs and sections of this Agreement are set forth for ease of reference only and are not to be construed or considered to impart meaning to any provision of this Agreement.

14.3 Governing Law. This Agreement shall be governed by and construed under the

laws of the State and any litigation relating to this Agreement shall be brought in the Superior Court of New Jersey and venued in the County of Essex.

14.4 Amendments to Agreement. Except for the Purchase and Sale Agreement to be entered into between Redeveloper and the Township, this Agreement, together with the Financial Agreement, the Parking Garage Construction Agreement, and the Shared Parking Agreement, represents the entire agreement by and between the Parties with respect to the redevelopment of the Project Site and the construction of the Redevelopment Project. No amendment to this Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Township and Redeveloper with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in the amendment as being modified by such amendment. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect.

14.5 Severability. Should any provision, term, section or other portion or portions of this Agreement be held by any court of competent jurisdiction to be in violation of any applicable law, or against public policy or held to be null and void for any reason whatsoever, such portion shall be deemed severable so that such determination, unless it prohibits or otherwise prevents the performance of this Agreement or materially alters the rights or obligations of the Parties (in such event this Agreement is to be reformed to reflect as nearly as possible the original stated terms), shall not affect the validity of any other provisions of this Agreement, and such other provisions shall be deemed to be in full force and effect and binding on the Parties unless amended in accordance with Section 14.4.

14.6 Incorporation of Recitals. The recitals set forth in Section 1 are hereby incorporated by reference and are considered part of this Agreement.

14.7 Condemnation/Casualty. In the event that all or any substantial portion of the Project Site is condemned or taken by eminent domain by any condemning authority or is damaged or destroyed by casualty prior to commencement of construction, Redeveloper may, at its option, terminate this Agreement by written notice to the Township within thirty (30) days after Redeveloper is notified of the condemnation, taking, damage or casualty. For purposes of this provision "Substantial Portion" shall be defined as any portion which is equal to or in excess of ten percent (10%) of the total acreage of the Project Site or that portion which, in the reasonable opinion of Redeveloper, would prevent the successful completion of construction or operation of the Redevelopment Project as envisioned by this Agreement.

14.8 Litigation. Redeveloper shall have the right, but not the obligation, to undertake litigation in order to obtain Approvals with conditions reasonably satisfactory to Redeveloper including, without limitation, the right to litigate to the ultimate decision maker. Any litigation undertaken shall toll the relevant time periods provided for performance by Redeveloper in this Agreement.

14.9 Township Consultants' Reports and Services. Except with respect to the process relating to the designation of the Redevelopment Area as an area in need of redevelopment and the adoption of the Redevelopment Plan, the Township makes no representations to Redeveloper with respect to the accuracy or validity of any reports, data or documents or services rendered by any of the Township's consultants, advisors or experts.

14.10 Waivers. Any right or remedy which any party may have under this Agreement may be waived in writing by the relevant party without the execution of a new or supplemental

agreement. Except as otherwise provided in this Agreement, said right of waiver shall include the right to waive a default. No waiver made by any party with respect to the performance, or manner or time thereof, of any obligation of any other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver.

14.11 Commissions. The Parties agree that no commissions to any broker, agent, or any other intermediary are due hereunder, and further agree to indemnify and save harmless the other party in the event of any claim whatsoever for any commission or other remuneration payable or alleged to be payable by any broker, agent or other intermediary by virtue of the acts or agreements of the indemnifying party.

14.12 No Significance of Party Drafting. The Parties agree that in the construction or interpretation of this Agreement no significance shall be attributed in presumption or otherwise to the identity of the party drafting the provision or provisions in question.

14.13 Recordation. In accordance with the Redevelopment Law, a short form memorandum of this Agreement, and any modifications thereof or additions thereto, in the form attached hereto as Exhibit C (the "Declaration"), shall be duly recorded by Redeveloper in the Book of Deeds of the County of Essex and the cost of such recordation and the cost of any and all federal revenue stamps, which legally must be attached to any of said papers, shall be paid by Redeveloper.

14.14 Notices. Any notice provided or required to be given under this Agreement must be in writing and shall be served (and shall be deemed to have been served) (1) by hand

delivering a copy thereof to the party being served in person or by commercial courier, (2) by registered or certified mail, postage prepaid, return receipt requested, or (3) by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available, to the person or persons set forth below for each party to this Agreement. Minor communications between the parties that is other than formal notice of action may be sent by regular mail, facsimile or e-mail. Notifications are deemed to be given (a) on the third business day following their deposit in the United States Mail, postage prepaid, return receipt requested, (b) on the next business day following their deposit with a commercial overnight delivery service and (c) on the date of delivery if hand delivered.

As to the Township:

Mayor of the Township of Bloomfield
Municipal Building
1 Municipal Plaza
Bloomfield, New Jersey 07003

With copies to:

Municipal Attorney, Township of Bloomfield
Municipal Building
1 Municipal Plaza
Bloomfield, New Jersey 07003

and

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[
[

As to Redeveloper:

Royal Urban Renewal, LLC
2 Broad Street, Suite 400
Bloomfield, New Jersey 07003
Attn: William J. Colgan

With a copy to:

Pearlman & Miranda, LLC
2 Broad Street, Suite 510
Bloomfield, New Jersey 07003
Attn: Patricia J. Ryou, Esq.

From time to time either party may designate a different person or address for all the purposes of this notice provision by giving the other party no less than ten (10) days' notice in advance of such change of address in accordance with the provisions hereof.

14.15 Further Assurances. Each party shall execute such further documents, papers and instruments and shall use good faith efforts to take such further actions as are contemplated by, and reasonably necessary to carry out the expressed intent of, this Agreement as may be reasonably requested by the other Party.

14.16 Counting of Days. Unless otherwise specifically set forth, all references to counting of days shall be calendar days.

14.17 Successors Bound. The Agreement shall be binding upon the respective parties hereto, and, subject to the limitations on transfer set forth in Section 7.1(b), their successors and assigns.

14.18 No Obligation. The Parties agree that the submission of this Agreement (or any draft, re-draft, or other copy) by one party to another is not intended by either party to be an offer to enter into a legally binding contract. Notwithstanding any discussions, memorandum or exchange of correspondence or emails, the Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of Parties in their respective sole discretion, including, without limitation, all of the exhibits hereto, and each of the Township and Redeveloper have fully executed and delivered to the other (or its attorney) an executed

counterpart of this Agreement. Unless and until each of the Township and Redeveloper have fully executed and delivered a counterpart of this Agreement to the other, neither shall have any obligation whatsoever to the other.

14.19 Time of the Essence. Time is of the essence with regard to all dates set forth in this Agreement.

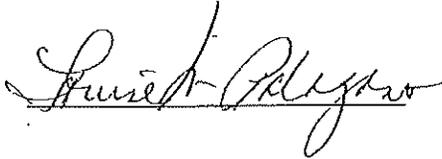
14.20 No Restriction on Police Powers. Nothing in this Agreement will in any way limit or affect the right of the Township or any municipal board, department, agency, authority, official, or representative to enforce any generally applicable municipal ordinance, regulation, rule, procedure or other requirement, including, but not limited to, with respect to the Redevelopment Project, the Project Site or Redeveloper.

14.21 Prior Agreements Superseded. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

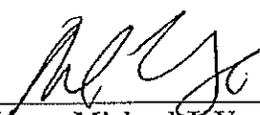
Signatures on next page

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date appearing on page one hereof.

Attest:



THE TOWNSHIP OF BLOOMFIELD

By: 
Name: Michael J. Venezia
Title: Mayor

Attest:

ROYAL URBAN RENEWAL, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date appearing on page one hereof.

Attest:

THE TOWNSHIP OF BLOOMFIELD

By: _____

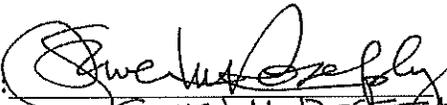
Name: Michael J. Venezia

Title: Mayor

Attest:

Y Carrell

ROYAL URBAN RENEWAL, LLC

By:  _____

Name: STEVEN M. ROSETY

Title: Authorized Signatory

EXHIBIT A
CONCEPT PLAN

EXHIBIT B
PROJECT SCHEDULE

<u>Task</u>	<u>Deadline</u>
Execution of Redevelopment Agreement	Effective Date
Submission to Township of List of all necessary Approvals for Redevelopment Project	90 days after Effective Date
Submission of Preliminary and Final Site Plan Application for Redevelopment Project	120 days after Effective Date
Commencement of Construction	120 days after Receipt of Final, Unappealable Approvals
Completion of Construction	24 months after Commencement of Construction

EXHIBIT C
DECLARATION