

resolution
19-09- A

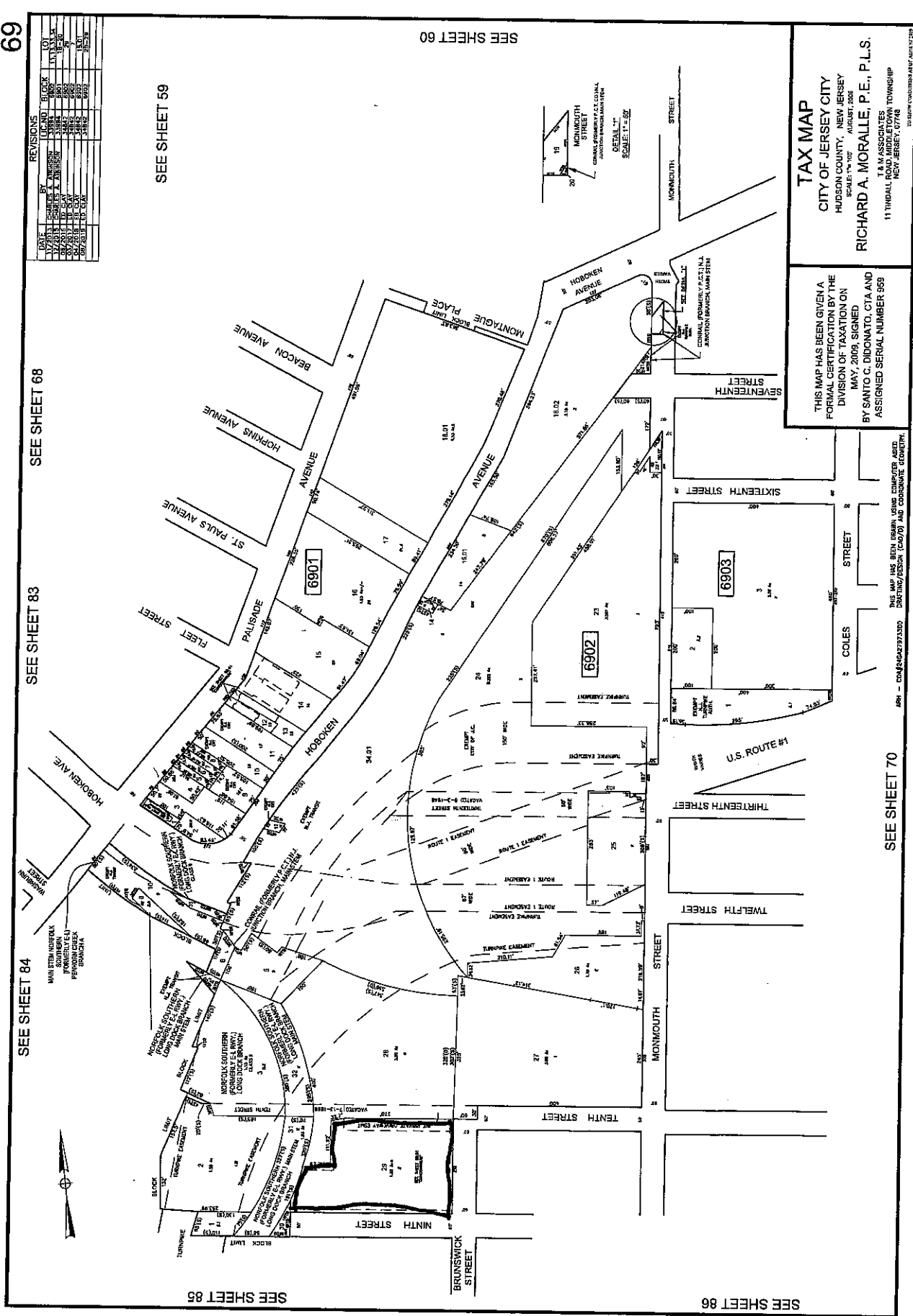
Special Meeting
September 24, 2019

A G E N D A

PRESENTATION

Enos Jones Redevelopment Area - 360 9 Street, LLC, is to make a presentation to the Board for the construction of a residential development, the total structure will contain about 85,000 gross sf, 54 residential market rate rental units, 4 below residential market rate units, indoor parking garage, and a surface parking lot. All at property located on Block: 6902, Lot: 29, C0003 to be known as 367 10th Street, all of which will be in accordance with the permitted uses within the Enos Jones Redevelopment Plan.

Daniel Nazario Jr.



TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

HUDSON COUNTY, NEW JERSEY
SCALE: 1"= 100' AUGUST, 2006
RICHARD A. MORALLE, P.E., P.L.S.

T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 969

REF - COM/24027973300

Resolution Number 19-09- B

Special Meeting
September 24, 2019

PRESENTATION

A G E N D A

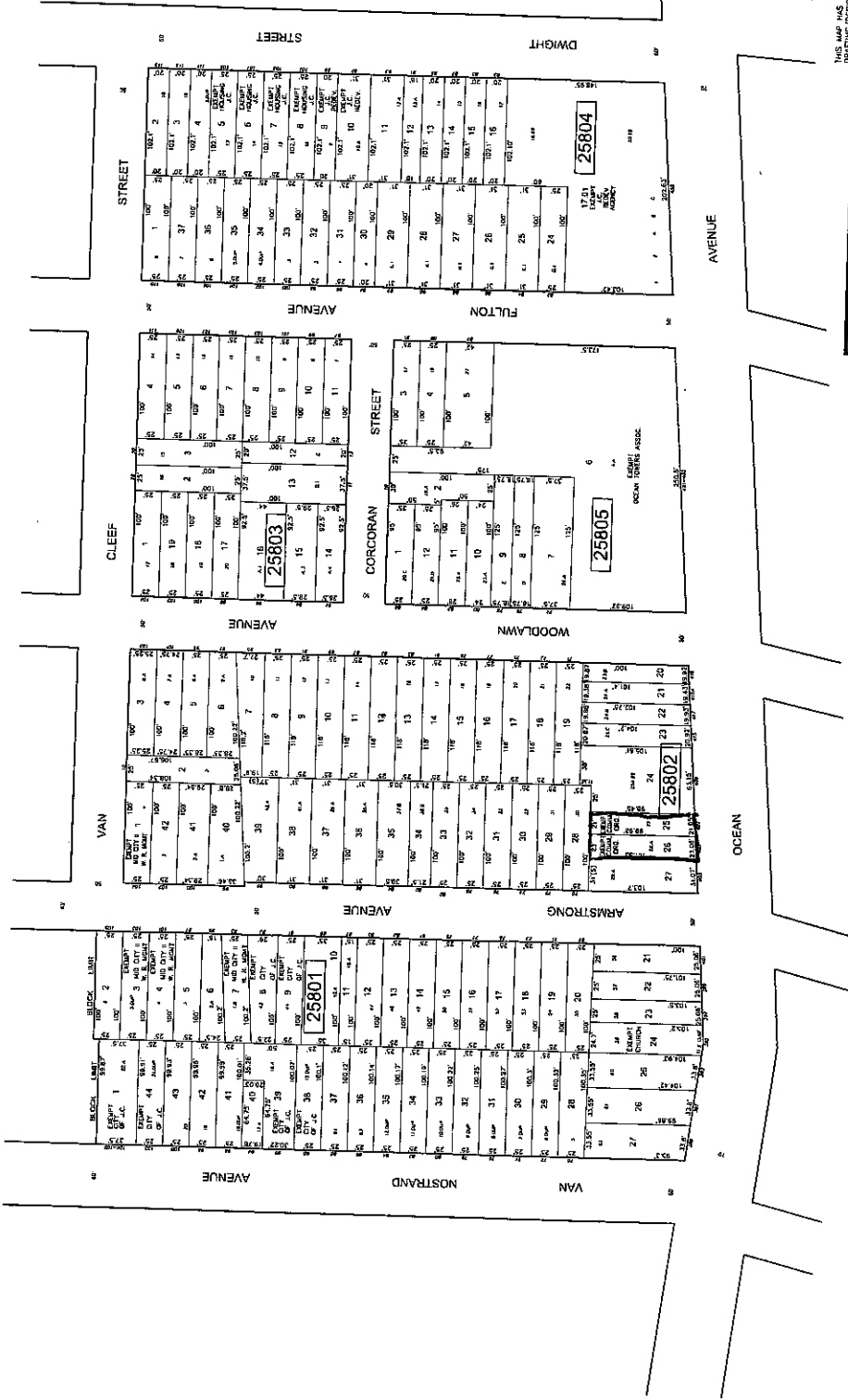
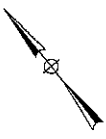
Ocean Bayview Redevelopment Area

-Garden State Episcopal is to make a presentation to the Agency's Board for the rehabilitation of property located at Block 25802 lots 25 & 26 more commonly known as 405-407 Ocean Ave. The rehabilitation will consist of three (3) stories, four (4) affordable units, and two (2) ground floor retail units. All of which will be in accordance with the permitted uses of the surrounding zoning.

Phillip A. Orphanidis

DATE	BY	REVISIONS
8/2/2016	LD	1.00
		2.00
		3.00
		4.00
		5.00
		6.00
		7.00
		8.00
		9.00
		10.00
		11.00
		12.00
		13.00
		14.00
		15.00
		16.00
		17.00
		18.00
		19.00
		20.00
		21.00
		22.00
		23.00
		24.00
		25.00
		26.00
		27.00
		28.00
		29.00
		30.00
		31.00
		32.00
		33.00
		34.00
		35.00
		36.00
		37.00
		38.00
		39.00
		40.00
		41.00
		42.00
		43.00
		44.00
		45.00
		46.00
		47.00
		48.00
		49.00
		50.00
		51.00
		52.00
		53.00
		54.00
		55.00
		56.00
		57.00
		58.00
		59.00
		60.00
		61.00
		62.00
		63.00
		64.00
		65.00
		66.00
		67.00
		68.00
		69.00
		70.00
		71.00
		72.00
		73.00
		74.00
		75.00
		76.00
		77.00
		78.00
		79.00
		80.00
		81.00
		82.00
		83.00
		84.00
		85.00
		86.00
		87.00
		88.00
		89.00
		90.00
		91.00
		92.00
		93.00
		94.00
		95.00
		96.00
		97.00
		98.00
		99.00
		100.00

SEE SHEET 257



SEE SHEET 265

SEE SHEET 251

THIS MAP HAS BEEN PREPARED BY COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND IS NOT A SURVEY.

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1" = 50' AUGUST, 2009

RICHARD A. MORALLE, P.E., P.L.S.
TAM ASSOCIATES
11 TINDAL ROAD, MIDDELTON TOWNSHIP
NEW JERSEY 07745

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 969

AM - CAD/CAD/09/1300

SEE SHEET 259

SEE SHEET 252

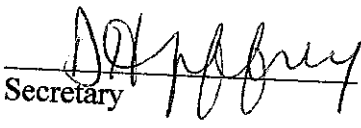
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING GOING INTO EXECUTIVE SESSION TO
DISCUSS CERTAIN MATTERS**

WHEREAS, there are certain matters that need to be discussed by the Board of Commissioners of the Jersey City Redevelopment Agency in Executive Session; and

WHEREAS, the matters to be discussed are : litigation, contract negotiations and personnel matters; and

WHEREAS, the results will be disclosed to the public upon settlement of any litigation matters which were discussed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency approving the Commissioners go into Executive Session to discuss certain matters including pending or potential litigation as well as personnel matters.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated September 24, 2019

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF EXECUTIVE SESSION OF
THE REGULAR MEETING AUGUST 20, 2019**

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of **August 20, 2019** ; and

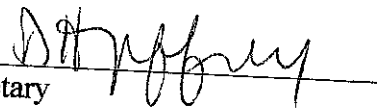
WHEREAS, the following issues were discussed: 1) litigation,

2) contract negotiations

3) and personnel

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meeting of August 20, 2019 be approved as presented.

Secretary



Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated September 24, 2019.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF THE REGULAR MEETING
DATED AUGUST 20, 2019**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated August 20, 2019 for their review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that these Minutes be approved as presented.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated September 24, 2019.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE
AGENCY TO AWARD THE LOWEST BID FOR VACANT LOT
CLEAN UP AND MAINTENANCE SERVICES FOR A TERM OF ONE
YEAR WITHIN ALL REDEVELOPMENT AREAS**

WHEREAS, the Jersey City Redevelopment Agency (the “Agency”) is an instrumentality of the City of Jersey City (the “City”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “Redevelopment Law”); and

WHEREAS, in accordance with the Redevelopment Law, the Agency owns and manages certain properties throughout the City, which require routine maintenance and upkeep; and

WHEREAS, the Agency is a contracting unit authorized to procure services in accordance with the Local Public Contracts Law, *N.J.S.A. 40A-11-1 et seq.* (the “LPCL”); and

WHEREAS, on September 17, 2019, the Agency accepted bids for vacant lot clean-up and maintenance services in accordance with the LPCL. The Agency received four (4) bids from the following respondents: 21 Contracting, Delfa Contracting, LLC, Paton Bros., and Silagy Contracting, LLC; and

WHEREAS, the Agency has reviewed all of the bids and has determined that the Proposals from 21 Contracting, Delfa Contracting, LLC, and Silagy Contracting, LLC were the lowest and most responsible bids and, thus, recommends that the contract be awarded to 21 Contracting, Delfa Contracting, LLC, and Silagy Contracting, LLC; and

WHEREAS, the Agency hereby certifies that it has funds available for such costs,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that:

Section 1. The above recitals are hereby incorporated herein as if set forth at length.

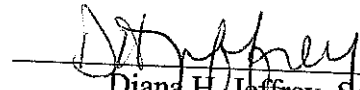
Section 2. The Board of Commissioners hereby authorizes the Executive Director to enter into a contract with 21 Contracting, Delfa Contracting, LLC, and Silagy Contracting, LLC for vacant lot clean-up and maintenance services, **to be provided by the contractor on a as needed basis**, in an amount not to exceed \$84,000.00 (21 Contracting), \$167,160.00 (Delfa Contracting, LLC), and \$107,220.00 (Silagy Contracting, LLC) and for the term of one year from September 25, 2019 through September 30, 2020.

Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are each hereby authorized to execute any and all other documents necessary to effectuate this resolution, in consultation with counsel.

Section 4. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the agreement with 21 Contracting, Delfa Contracting, LLC, and Silagy Contracting, LLC and this resolution, all in accordance with the LPCL.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of September 24, 2019.


Diana H. Jeffrey, Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				
Erma D. Greene	✓			✓
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN AGREEMENT FOR MARKET ADVISORY SERVICES WITHIN THE BAYFRONT I REDEVELOPMENT AREA

WHEREAS, on March 12, 2008, pursuant to Ordinance 08-025 and the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), the City of Jersey City (the "**City**") adopted a redevelopment plan known as the Bayfront I Redevelopment Plan (the "**Redevelopment Plan**") to effectuate and regulate the redevelopment of the Bayfront I Redevelopment Area (the "**Redevelopment Area**"); and

WHEREAS, in connection with the redevelopment of the Redevelopment Area, the City entered into a certain Cooperation Agreement (the "**Cooperation Agreement**") with the Jersey City Redevelopment Agency (the "**Agency**") pursuant to which the Agency is authorized to manage and oversee procurement and services on behalf of the City, including the services of a market expert and advisor to assist in the review and assessment of the responses received on August 21, 2019 pursuant to that certain Request for Proposals for the Acquisition and Development of the Phase I Development Area within the Bayfront I Redevelopment Area issued by the Agency (the "**Market Advisory Services**"); and

WHEREAS, the Agency is authorized pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**") to enter into contracts as deemed necessary for the operation of the Agency and in further of the goals and objectives of the Redevelopment Law; and

WHEREAS, under *N.J.S.A. 40A:11-6* of the LPCL, contracts under the bid threshold may be awarded based on the response that is most advantageous, price and other factors considered;

WHEREAS, in order to further aforementioned goals, the Agency solicited three quotes for the Market Advisory Services, and found that the quote and proposal of the Otteau Group (the "**Market Consultant**") was most advantageous, price and other factors considered; and

WHEREAS, the Agency wishes to enter into a contract with the Market Consultant for a term not to exceed one (1) year and a contract amount not to exceed Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) in accordance with the Market Consultant's proposal, on file with the Agency; and

WHEREAS, the Agency hereby certifies that it has funds available for such costs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

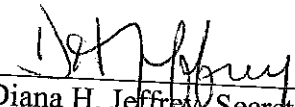
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners is hereby authorized and directed to enter into a contract with the Market Consultant to provide Market Advisory Services in an amount not to exceed Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) and for a term not to exceed one (1) year.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting held on September 24, 2019.


Diana H. Jeffrey, Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			



OTTEAU GROUP

VALUATION | RESEARCH | CONSULTING | BROKERAGE
800-458-7161 www.otteau.com

New Jersey Office (Mail)
100 Matawan Road, Suite 320
Matawan, NJ 07747

New York Office
112 W. 34th Street, 18th Floor
Manhattan, NY 10120

Pennsylvania Office
325-41 Chestnut Street, Suite 800
Philadelphia, PA 19106

September 23, 2019

Via email: marypat@jcni.org

Mary Patricia Noonan
Sr. Project Manager
Jersey City Redevelopment Agency
66 York Street, 3rd Floor
Jersey City, New Jersey 07302

**RE: Bayfront Redevelopment
Jersey City, New Jersey**

Dear Ms. Noonan:

I am pleased to submit our proposal for consulting services.

SCOPE OF SERVICES: The scope of work for this assignment is divided into two parts. The base scope of work includes the evaluation of 6 proposals received by the JCRA for the first phase of development to aid in the assessment of the underwriting assumptions included in each RFP Respondent's proposal/offer. The base scope of work shall include the following tasks:

- A summary of proposal assumptions provided by each Bayfront RFP Respondent relative to proposed residential product characteristics, mix, pricing and absorption.
- A summary of competitive residential market projects which identifies unit types and mix, pricing, pace, and overall performance for reference.
- An evaluation of each RFP Responses to assess whether the underwriting assumptions are reasonable and appropriate to effectively compete in the market.

An Alternate Task in this solicitation includes the preparation of a limited market study to assess the viability and scale of retail development in the second phase of development. The JCRA is currently contemplating a Phase II offering for bayfront which would include lots along Route 440. The current development plan would allow for residential, commercial and retail uses on those lots. To aid in the determination of the scale of any proposed retail on those lots, the JCRA seeks a consultant to perform the following tasks:

- Summarize the proposed redevelopment characteristics for the planned Phase II development provided by the JCRA.
- Gather economic and market data to characterize retail market conditions.

- Utilize market research to recommend the appropriate design characteristics and scale of retail uses for the proposed Phase II development.

COMPENSATION: The fees for the Scope of Services outlined above is as follows:

Phase 1 Estimate:	\$15,000.00
Phase 2 Estimate:	\$12,500.00

Payment terms for this engagement are as follows:

Retainer Due at Signing:	None
Due Upon Completion:	100% of Fees

OUT-OF-POCKET EXPENSES: During the course of providing services, we may incur expenses on your behalf, and these must be paid by you on a timely basis. Examples of such costs include driving mileage (@ current IRS published rate), freeway tolls, messenger services and express delivery fees. For assignments requiring log-distance travel, reimbursable expenses include airfare, meals, lodging, car rental and airport transfers. Whenever such costs are incurred, they will appear in an itemized invoice based upon the direct cost incurred by us.

Our estimate for expenses related to this assignment are as follows:

Estimate of Expenses:	Zero
-----------------------	------

COMPLETION SCHEDULE: We will perform all services as expeditiously as is consistent with professional skill and care required for the timely completion of the work.

The estimated time for completion is as follows:

Phase 1:	3 weeks
Phase 2:	60 Days

STANDARD TERMS AND CONDITIONS: The services provided will be subject to the *limiting conditions and schedule of hourly billing rates* which are attached and made part of this proposal.

Fees for services are not contingent upon any decisions, settlements or favorable outcome for the client. Payments received later than thirty (30) days after the date of invoice will be subject to a service charge of one per cent (1%) per month.

Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses are billed at the firm's direct cost without mark-up for administration.

This agreement may be terminated at any time by the client. In the event of termination Otteau Group, Inc. will be compensated for all services and expenses incurred up to and including the effective date of termination.

This proposal is valid for fifteen (15) days. After this period, we reserve the right to review our schedule of work and fees.

In the event of non-payment by the client, Otteau Group, Inc. shall be entitled to reimbursement for reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement.

We thank you for the opportunity to work with you on this important assignment. If this agreement is acceptable, please **return one (1) signed copy of this proposal**, as our authorization to proceed with the scope of services presented to the following address:

Otteau Group, Inc.
Administrative Office
100 Matawan Road, Suite 320
Matawan, NJ 07747
orders@otteau.com

Very truly yours,

Melanie Pomerico

Melanie Pomerico, Administrative Assistant

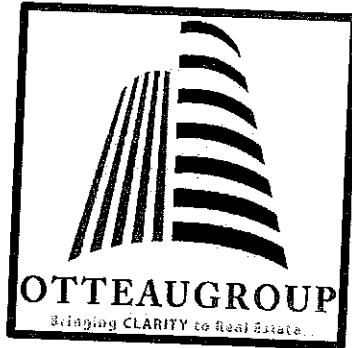
Enclosures

ACCEPTANCE: I consent to the terms and conditions set forth above and in the Schedule of Hourly Billing Rates and Limiting Conditions attached herewith.

Sign Below to Authorize Scope of Services Outlined Above	
ACCEPTED: _____	Date: _____
PRINT NAME: _____	

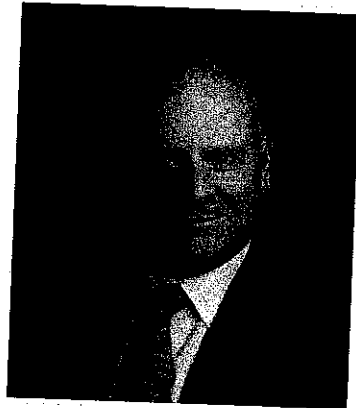
ABOUT OTTEAU GROUP, INC.

Otteau Group is a multi-discipline real estate appraisal and advisory firm providing services to a wide range of public and private clients. Our mission is to assist our clients in keeping pace with emerging trends in real estate through insightful analysis and cutting-edge pricing skills.



Appraisal Services are provided to financial & lending institutions, developers & builders, attorneys, investors, relocation management service companies, governmental agencies, corporations and the public. Our **Consulting Group** provides a wide array of services with respect to market analysis, project feasibility, redevelopment planning, project valuation and municipal entitlement proceedings. **Litigation support** is provided for matters requiring the valuation and corresponding expert testimony for eminent domain proceedings, contractual disputes, bankruptcy, tax appeals, equitable distribution, estate valuation and stigma related issues. **OTTEAU.com** offers a wide range of content and analysis on real estate trends including live-session lectures and our MarketTRAC and MarketCAST subscription packages.

As President of Otteau Group, Mr. Otteau manages all facets of the firm's business including www.otteau.com, which is an information provider on real estate trends. He has been actively engaged in real estate consultation and valuation since 1974 and holds the State Certified General Real Estate Appraiser certification, the highest level offered. He is also a Senior Accredited Member of the American Society of Appraisers (ASA).



His practice is concentrated in providing advisory and valuation services to financial institutions, governmental entities, developers, and investors. Mr. Otteau is widely respected for his knowledge and insight into real estate trends and is considered the go-to person for assessing the viability and optimization of real estate development and redevelopment projects.

He has been recognized as one of the most influential people in the real estate industry by NJBIZ for the past 7 years and was named by ROI NJ as one of the Top-10 Real Estate Professionals in 2017 and 2018. He is frequently quoted in the New York Times and Wall Street Journal, and has made television appearances on CNBC, Bloomberg, Fox 5 News and NBC. Jeffrey has been qualified as an expert in State and Federal Court and at hundreds of municipal and county proceedings, authored several texts on property valuation techniques and has lectured throughout North America.

He served on the Appraisal Standards Advisory Council, which consulted with the Appraisal Foundation in Washington, D.C. on its agenda of projects and major technical issues. Mr. Otteau served as a past Chairman of the Employee Relocation Council's Appraisal Standards Council and was inducted into their distinguished Hall of Leaders in 1995.

SCHEDULE OF HOURLY BILLING RATES

PRINCIPALS

Jeffrey G. Otteau, ASA, SCGREA, IFA	\$400.00
Christopher J. Otteau, MAI, AI-GRS, SCGREA	\$375.00
Heather Esposito, SCGREA	\$300.00

STAFF PROFESSIONALS

Tammy Bucior, SCGREA	\$275.00
Irene DeGraw, SCGREA	\$250.00
Mario Carrico, SCRREA	\$225.00
Megan F. Wilson, SCRREA	\$200.00

ANALYSTS

Maria Johnson	\$175.00
Christine Swanson	\$175.00
Connor Montferrat	\$150.00
Ashley Stasio	\$150.00
Andrew Mazur	\$125.00
Mitchell Young	\$100.00

REIMBURSABLES

Driving	\$0.535 per mile
Copying	\$0.12 per copy
Miscellaneous	billed at direct cost

NOTE: Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting, and other reproducible items, postal charges, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

CONSULTING TERMS & CONDITIONS

The Terms and Conditions herein are part of an agreement for consulting services (the "Agreement") between Otteau Group, Inc. (OGI) and the client signing this Agreement, and for whom the consulting services will be performed (the "Client"), and shall be deemed a part of such Agreement. The Agreement shall be governed by the laws in the state of New Jersey.

All statements in the consulting report that are not historical facts should be considered as forward-looking projections. Although we believe that the expectations reflected in or suggested by such forward-looking projections are reasonable, we can give no assurance that they will be achieved. Known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements expressed or implied by these forward-looking projections to be different from these projections. Such risks, uncertainties and other factors include, but are not limited to, changes in general and local economic and industry and business conditions; adverse weather and other environmental conditions and natural disasters; changes in market conditions; changes in market pricing; government regulation, including regulations concerning development of land, tax laws and the environment; fluctuations in interest rates and the availability of mortgage financing; shortages in and price fluctuations of raw materials and labor; levels of competition; utility shortages and outages or rate fluctuations; changes in tax laws; and geopolitical risks, terrorist acts and other acts of war. We undertake no obligation to update or revise any forward-looking projections, whether because of new information, future events, changed circumstances or any other reason.

Projections of prospective selling prices and/or rents provided by OGI, if any, do not constitute an appraisal, but rather a consulting assignment consistent with the Scope of Work for this assignment. It has been communicated to the client that we are not acting in the role of appraisers, but instead as consultants.

OGI reserves the right to recall any of our reports and make any amendments, corrections, or changes that are deemed necessary.

OGI will assume that there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for OGI to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Consulting fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.

Unless specifically noted, in preparing the Consulting Report OGI will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Consulting fee.

The Freshwater Wetlands Protection Act restricts the use and development of freshwater wetlands. The identification and delineation of freshwater wetlands on the subject property, if any, has not been brought to our attention nor did we become aware of any such delineations during our inspection of the subject nor during our investigations for this report; however, the consultant(s) is not qualified to render a professional opinion as to the presence or extent of freshwater wetlands. The reader is advised to seek competent, professional advice in identifying any such potential freshwater wetlands since identification and delineation of any freshwater wetlands within the subject boundaries could have significant impact upon conclusions in the consulting report.

The presence of any underground fuel storage tank(s) can pose a liability. Soil contamination could occur if a tank leaks and would be costly to clean up. Without a detailed physical inspection of any such tanks and the surrounding soil, it is impossible to estimate potential clean-up costs. Therefore, this analysis does not cover such contingencies.

All statements of fact in our analysis and report(s) which are used as the basis of the OGI's analyses, opinions, and conclusions will be true and correct to OGI's actual knowledge and belief. OGI does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to OGI by Client or others. The conclusions and any permitted reliance on and use of the Consulting Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

OGI shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The consultants have made no survey and the sketches in the report are for illustrative purposes only. Our report(s) will not constitute a survey of the Property analyzed.

The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of OGI. With respect to data provided by the Client, OGI shall not violate the confidential nature of OGI's-Client relationship by improperly disclosing any proprietary information furnished to OGI. Notwithstanding the foregoing, OGI is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree.

In the event Client intends to use the Consulting Report in connection with a tax matter, Client acknowledges that OGI provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Consulting Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Consulting Report. Client agrees that OGI shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from OGI relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorney's fees, costs or other expenses relating to Client's tax matters.

OGI shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Consulting Report to any third party.

Client shall not disseminate, distribute, publish, make available or otherwise provide any Consulting Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by OGI as an "Intended User" of the Consulting Report provided that either OGI has received an acceptable release from such third party with respect to such Consulting Report or Client provides acceptable indemnity protections to OGI against any claims resulting from the distribution of the Consulting Report to such third party, (ii) any third party service provider (including rating agencies and Client's auditors) using the Consulting Report in the course of providing services for the sole benefit of Client, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event OGI consents, in writing, to Client incorporating or referencing the Consulting Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided OGI with complete copies of such materials and OGI has approved all such materials in writing. Client shall not modify any such materials once approved by OGI. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of a Consulting Report by such party extend any right to the party to use and rely on such report, and OGI shall have no liability for such unauthorized use and reliance on any Consulting Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold OGI, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (OGI and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties") fully harmless from and against all losses, liabilities, damages and

expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Consulting Report.

In the event Client incorporates or references the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the consulting or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iii) an actual or alleged violation of applicable law by Client (including, without limitation, securities laws) or the negligent or intentional acts or omissions of Client (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether, or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of OGI (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.

Time Period for Legal Action - Unless the time period is shorter under applicable law, OGI and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Consulting Report, (b) any services or studies under this Agreement or (c) any acts or conduct relating to such services or studies, shall be filed within two (2) years from the date of delivery to Client of the Consulting Report to which the claims or causes of action in the legal action or lawsuit relate. The time-period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING THE EXTENSION OF THE
DESIGNATION OF 550 JOHNSTON AVENUE, LLC AS
REDEVELOPER OF CERTAIN PROPERTY LOCATED AT
BLOCK 15401, LOT 1 AND MORE COMMONLY KNOWN
AS 550 JOHNSTON AVENUE WITHIN THE BEACON
REDEVELOPMENT AREA**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented ("LRHL"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment with a designated private Redeveloper; and

WHEREAS, pursuant to the LRHL, the Jersey City Redevelopment Agency ("JCRA") is established as an instrumentality of the City of Jersey City (the "City"), with the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, on April 16, 2019, by Resolution No. 19-04-04, the Agency designated 550 Johnston Avenue, LLC ("Redeveloper") as redeveloper for the development of property located at Block 15401, Lot 1, commonly known as 550 Johnston Avenue, located within the Beacon Redevelopment Area and subject to the Beacon Redevelopment Plan, for a period of one hundred and twenty (120) days ending on August 14, 2019, which date could be extended for an additional thirty (30) days in the sole discretion of the Executive Director of the Agency

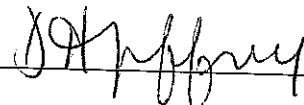
WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property for a period of one hundred twenty (120) days until January 11, 2020, which expiration date may be extended if necessary in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, so that the Agency and Redeveloper may complete the negotiation of a redevelopment agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency:

1. The above recitals are incorporated by reference as if fully set forth herein.
2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until January 11, 2020, which expiration may be extended in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

19-09-06

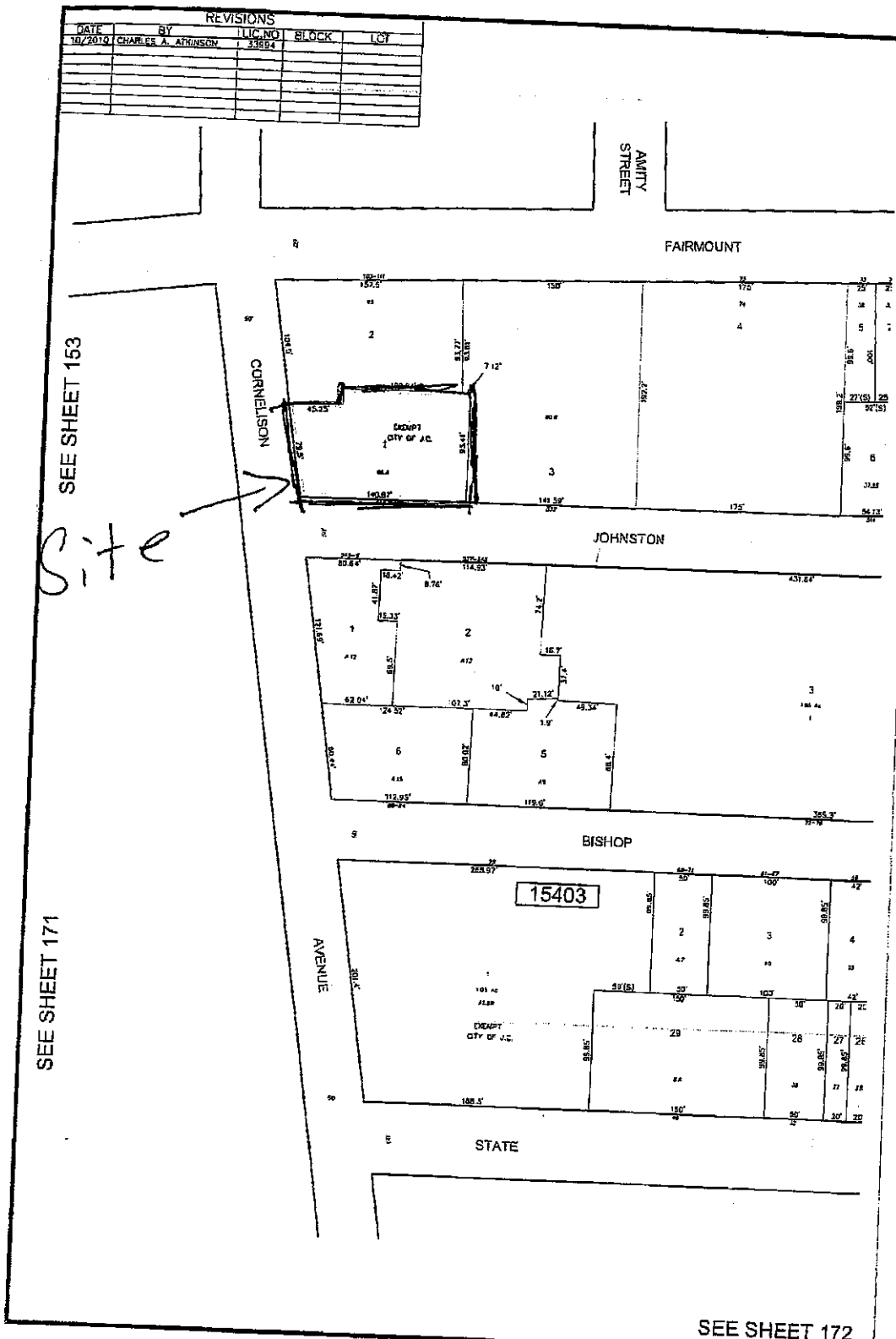
3. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
4. This Resolution shall take effect immediately.


 Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of the Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of September 24, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Denise Ridley	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			

REVISIONS				
DATE	BY	LIC. NO.	BLOCK	LOT
10/2019	CHARLES A. ATKINSON	33894		



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING THE DESIGNATION OF 360 9TH STREET LLC
AS REDEVELOPER FOR CERTAIN PROPERTY
IDENTIFIED AS BLOCK 6902, LOT 29, C0003, COMMONLY
KNOWN AS 367 10TH STREET, IN THE ENOS JONES
REDEVELOPMENT PLAN AREA**

WHEREAS, the City of Jersey City (the "**City**"), in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**") has enacted a redevelopment plan entitled the "Enos Jones Redevelopment Plan" dated March 14, 2018 in order to effectuate the redevelopment of the property identified therein (as amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, 360 9 Street LLC (the "**Redeveloper**") proposes to redevelop that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 6902, Lot 29, C0003, commonly known as 367 Tenth Street (the "**Property**"); and

WHEREAS, the Redeveloper proposes to construct a six (6) story building with a roof terrace with an approximate size of 85,000 square feet with fifty-eight (58) residential rental units, indoor parking garage and a surface parking lot (the "**Project**"); and

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") wishes to designate the Redeveloper as redeveloper of the Property and commence the negotiation of a redevelopment agreement,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

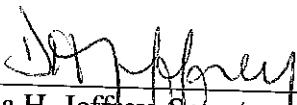
Section 2. 360 9 Street LLC, is hereby designated as the Redeveloper of the Property for a period commencing upon the adoption of this resolution and ending on December 31, 2019 unless extended for a period of no more than sixty (60) days by the Executive Director in her sole discretion.

Section 3. If, by December 31, 2019 or such later date as established by the Executive Director in accordance with Section 2 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of 360 9 Street LLC as Redeveloper of the Property shall automatically expire without any need for any further action of the Board.

Section 4. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of September 24, 2019.


Diana H. Jeffrey, Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO A AMENDED LICENSE AGREEMENT WITH PSE&G FOR ENTRY ONTO AGENCY-OWNED PROPERTY AT BLOCK 15801, LOT 3.01 WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") entered into a License Agreement with PSE&G on October 30, 2017 (the "License Agreement") wherein the Agency agreed to grant a License to PSE&G for the limited purpose of allowing PSE&G and its contractors to park their vehicles on real property owned by the Agency located at 52 Aetna Street, Jersey City and identified on the City tax map as Block 15801, Lot 3.01 (formerly Lot 3)(the "Property") located within the Grand Jersey Redevelopment Area; and

WHEREAS, the License Agreement was for a one year term with a right to extend the License for a second year upon written consent of the parties; and

WHEREAS, the License Agreement was extended for a second year by written consent of the parties and the term of the second year of the License currently expires on October 31, 2019; and

WHEREAS, the parties wish to amend the License Agreement in order to authorize additional extensions to the License for a third term starting on November 1, 1999 and ending on October 31, 2020 at a License Fee of \$15,000.00 per month, and for a fourth term starting on November 1, 2020 and ending on October 31, 2021 at a License Fee of \$16,000.00 per month, subject to the terms and conditions of the First Amendment to the License Agreement (the "First Amendment") attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

1. The recitals hereto are hereby incorporated herein as if fully set forth at length.
2. The Agency hereby authorizes the entry of a First Amendment to the License Agreement in substantially the form attached hereto and authorizes the Agency's Executive Director, Chairman, Vice Chairman and/or Secretary to execute this First Amendment on behalf of the Agency.

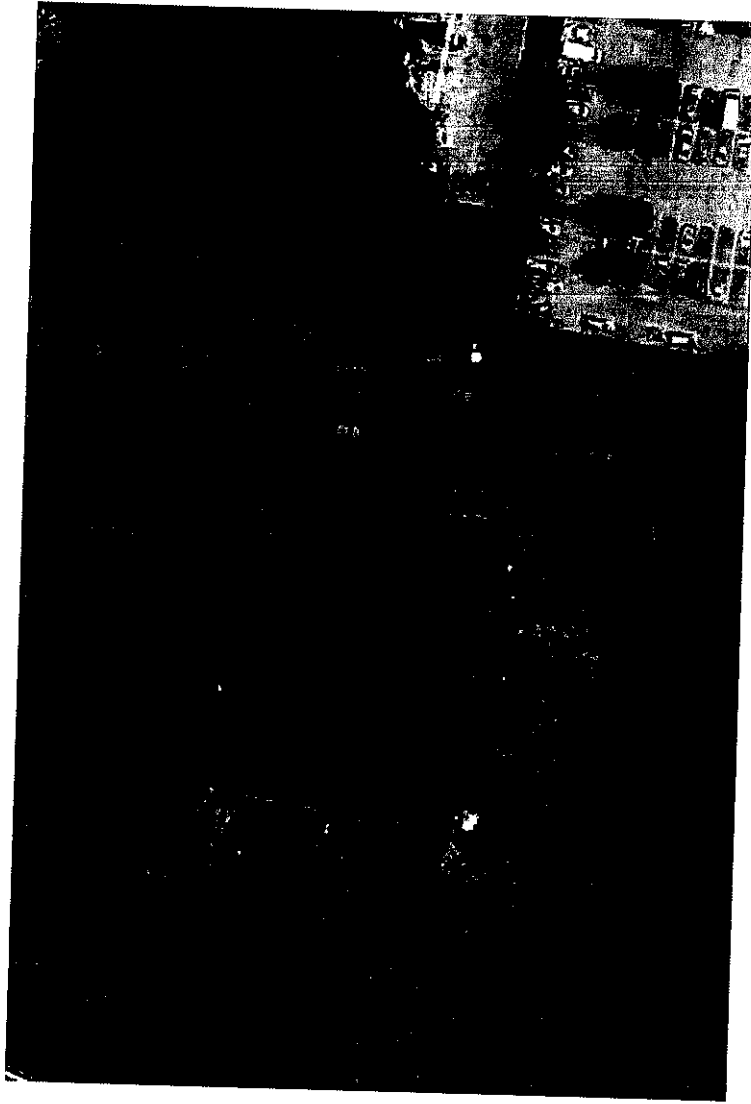
3. The Executive Director, Chairman, Vice Chairman, and/or Secretary are hereby authorized to execute any and all additional documents necessary to effectuate the purposes of this resolution in consultation with counsel.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma Greene	✓			
Denise Ridley	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of September 24, 2019.


 SECRETARY

Exhibit A



52 Aetna St, Jersey City NJ - Block 15801 Lot 3.01 – Licensed Area

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF WEBB WASHINGTON COMMUNITY DEVELOPMENT CORPORATION, A NONPROFIT CORPORATION, AS THE REDEVELOPER OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 25001, LOTS 66 AND 68.01 A/K/A 204 STEGMAN STREET AND 174-178 MARTIN LUTHER KING JR. DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, the Agency is an instrumentality of the City of Jersey City (the "City") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the "Redevelopment Law"); and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of redevelopment commonly known as the Jackson Hill Redevelopment Area (the "Redevelopment Area") and adopted a redevelopment plan for the Redevelopment Area entitled the "Jackson Hill Redevelopment Plan" (as the same may be amended and supplemented from time to time, the "Redevelopment Plan"); and

WHEREAS, certain properties identified on the City's tax maps as Block 25001, Lots 66 and 68.01, also commonly known as 204 Stegman Street and 174-178 Martin Luther King Jr. Drive, respectively (collectively, the "Property"), are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, on January 16, 2018, the Agency adopted Resolution No. 18-01-08 (the "Designation Resolution") conditionally designating Webb Washington Community Development Corporation, a nonprofit corporation of the State of New Jersey (the "Redeveloper"); and

WHEREAS, on January 15, 2019, the Agency adopted Resolution No. 19-01-12 extending the designation of the Redeveloper as redeveloper of the Property until July 28, 2019, to allow time for the Redeveloper to comply with the several conditions set forth in the Designation Resolution; and

WHEREAS, the Agency desires to extend the Redeveloper's designation as redeveloper of the Property until December 31, 2019, which period may be extended if necessary in the sole discretion of the Agency's Executive Director for up to an additional sixty (60) days, so that the Redeveloper may comply with the several conditions set forth in the Designation Resolution,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:


Section 1. The recitals hereto are incorporated herein as if set forth at length.

Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until December 31, 2019, which period may be extended if necessary in the sole discretion of the Agency's Executive Director for up to an additional sixty (60) days, to allow time for the Redeveloper to comply with the several conditions set forth in the Designation Resolution.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting held on September 24, 2019.


DIANA H. JEFFREY, SECRETARY

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

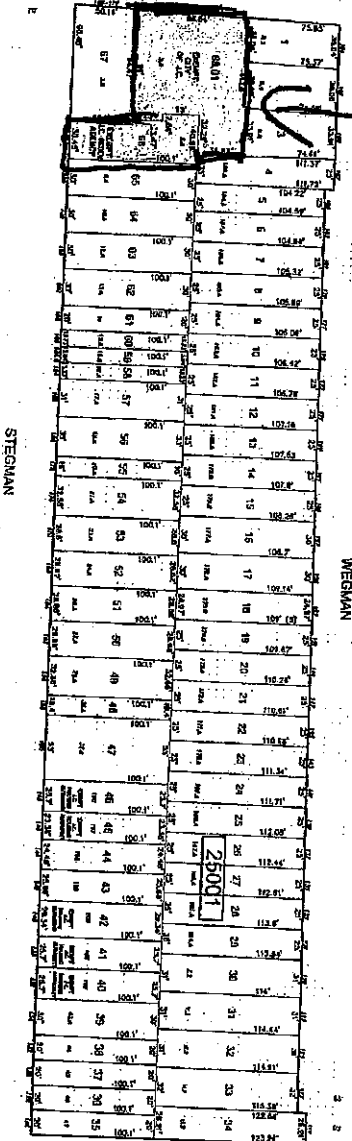
SEE SHEET 234

DR. MARTIN LUTHER KING DRIVE

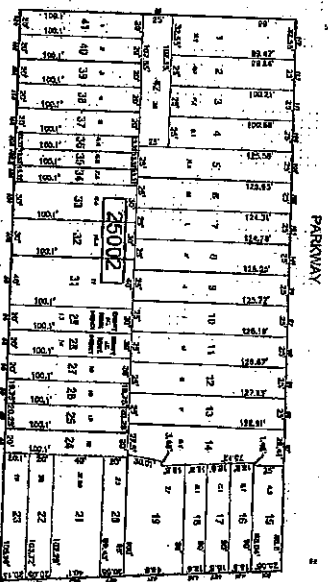
DATE	BY	REVISIONS
11/2/01	JOHN A. JENSEN	1.00
11/2/01	JOHN A. JENSEN	1.01
11/2/01	JOHN A. JENSEN	1.02
11/2/01	JOHN A. JENSEN	1.03
11/2/01	JOHN A. JENSEN	1.04
11/2/01	JOHN A. JENSEN	1.05
11/2/01	JOHN A. JENSEN	1.06
11/2/01	JOHN A. JENSEN	1.07
11/2/01	JOHN A. JENSEN	1.08
11/2/01	JOHN A. JENSEN	1.09
11/2/01	JOHN A. JENSEN	1.10
11/2/01	JOHN A. JENSEN	1.11
11/2/01	JOHN A. JENSEN	1.12
11/2/01	JOHN A. JENSEN	1.13
11/2/01	JOHN A. JENSEN	1.14
11/2/01	JOHN A. JENSEN	1.15
11/2/01	JOHN A. JENSEN	1.16
11/2/01	JOHN A. JENSEN	1.17
11/2/01	JOHN A. JENSEN	1.18
11/2/01	JOHN A. JENSEN	1.19
11/2/01	JOHN A. JENSEN	1.20

Site

SEE SHEET 240



VAN CLEEF STREET



OCEAN AVENUE



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FOURTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY, HUB PARTNERS, LLC, AND JCPSHQ INVESTORS, LLC, FOR THE CONSTRUCTION OF A PUBLIC SAFETY BUILDING IN THE JACKSON HILL REDEVELOPMENT AREA

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

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") was established as an instrumentality of the City of Jersey City (the "City") pursuant to the provisions of the Redevelopment Law, and has been designated by the City as the redevelopment entity for the Jackson Hill Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the City enacted by ordinance that certain "Jackson Hill Redevelopment Plan" (as subsequently amended, supplemented or succeeded by ordinances of the City (the "Redevelopment Plan")); and

WHEREAS, the Agency, Martin Luther King Drive Urban Renewal Joint Venture Partnership ("MLK"), as Redeveloper and HUB Partners entered into that certain Redevelopment Agreement, dated March 19, 2014 (the "2014 Agreement"), as amended by the First Amendment to the Redevelopment Agreement, dated June 30, 2015 (the "First Amendment"), and further amended by the Second Amendment to the Redevelopment Agreement, dated April 2, 2018 (the "Second Amendment"), and further amended by the Third Amendment to the Redevelopment Agreement, dated as of December 18, 2018 (the "Third Amendment"), (all amendments, together with the 2014 Agreement, the "Redevelopment Agreement"), pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

WHEREAS, the Redevelopment Agreement provides that MLK or HUB Partners shall be the designated redeveloper of certain property referred to as the Thomas Jackson/Davita Land, which consists of Block 22601, Lots 1-5, 10, 11-15, 24-35, and 37, and Block 21201, Lots 9-14 (the "Thomas Jackson/Davita Land"); and

WHEREAS, Section 4.1(b) of the Redevelopment Agreement provides that MLK or HUB Partners shall redevelop the Thomas Jackson/Davita Land; and

WHEREAS, the Redevelopment Agreement provides that the JVP or HUB Partners shall be designated developer of certain property referred to as the Thomas Jackson/Davita Land, which consists of Block 22601, Lots 1-5, 10-15, 24-35 and 37 (the "Thomas Jackson/Davita Land"); and

WHEREAS, the Second Amendment designated 342 Investors, LLC ("342 Investors") as the redeveloper of the Municipal Office Project as defined therein which includes the construction of a municipal office, meeting space and parking deck on the Municipal Project Site as defined therein; and

WHEREAS, the Second Amendment amends Section 15.5 of the Redevelopment Agreement to provide that 342 Investors, LLC shall have the right to purchase the Agency's fifteen percent (15%) interest in the Thomas Jackson/Davita Land as the designated redeveloper of the Municipal Project Site; and

WHEREAS, the parties have determined that Block 22601, Lots 1-5 of the Thomas Jackson/Davita Land are no longer necessary to construct the Municipal Project Site except to provide access and staging during construction and may be developed for a public purpose in accordance with the Redevelopment Plan and subject to Agency approval (the "Lots 1-5 Project"); and

WHEREAS, the parties have agreed to amend the definition of the "Municipal Project Site" in the Second Amendment to remove Block 22601, Lots 1-5; and

WHEREAS, the Agency at the request of the parties desires to re-designate HUB Partners, LLC as the redeveloper for the Lots 1-5 Project and the parties agreed to extend the purchase option for those lots until December 15, 2020 so that the Agency and HUB can work together to develop a project that will serve the needs of the community in conformance with the Redevelopment Plan, which will be addressed in a subsequent amendment to the Redevelopment Agreement; and

WHEREAS, the Agency has authorized a construction easement to 342 Investors, LLC, over the Lots 1-5 Project land to facilitate the development of the Municipal Project Site; and

WHEREAS, the Agency, the JVP, 342 Investors and Hub Partners now wish to further amend the Redevelopment Agreement (the "Third Amendment") to reflect the aforementioned changes and other provisions necessary to facilitate the development of the Municipal Project Site; and

WHEREAS, the Third Amendment shall be made a part of this Resolution subject to the review of counsel for Agency.

WHEREAS, MLK previously developed Block 21201, Lots 9 through 14 in accordance with the terms of the Redevelopment Agreement; and

WHEREAS, Section 9.1(c) of the Redevelopment Agreement permits the Redeveloper to assign a project to a special purpose entity which is an affiliate of HUB Partners; and

WHEREAS, MLK previously requested that 342 Investors, LLC ("**342 Investors**"), an affiliate of HUB Partners, be designated to undertake the development of a Municipal Office Project on the Municipal Project Site in accordance with the Redevelopment Agreement; and

WHEREAS, 342 Investors has previously re-assigned its rights to redevelop the property known as Block 22601, Lots 1-5 to HUB Partners in accordance with the terms of Section 9.1(c) of the Redevelopment Agreement which reassignment was approved by the Agency, redesignating HUB Partners as Redeveloper of Lots 1-5; and

WHEREAS, the Agency and HUB Partners previously agreed to an extension of the option to acquire Lots 1-5 until December 2020, subject only to (a) the Agency's approval of development plans consistent with the Redevelopment Plan and (b) payment in the amount of One Hundred Seventeen Thousand Two Hundred and One Dollars (\$117,201); and

WHEREAS, HUB Partners desires to assign its rights to redevelop Lots 1-5 to JCPSHQ, a special purpose entity which is an affiliate of HUB Partners, in accordance with the terms of Section 9.1(c) of the Redevelopment Agreement; and

WHEREAS, JCPSHQ desires to exercise the option to acquire Lots 1-5 for the purpose of constructing a new 121,000 square foot public safety building for the City of Jersey City ("**Lots 1-5 Project**"); and

WHEREAS, the Agency, HUB Partners and JCPSHQ now wish to further amend the Redevelopment Agreement to reflect the said changes and other provisions necessary to undertake the Lots 1-5 Project, which shall be memorialized in a Fourth Amendment to the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Fourth Amendment to the Redevelopment Agreement, a copy of which is attached hereto in substantially final form, and remains subject to the final review and approval of counsel, is hereby conditionally approved.

3. The JCRA hereby conditionally approves the disposition of Block 22601, Lots 1-5, in accordance with the terms of the Fourth Amendment to the Redevelopment Agreement.
4. The Chairman, Vice Chairman, Secretary, and/or Executive Director are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Resolution, including the execution of documents, subject only to the review and approval of the JCRA's counsel.
5. The foregoing is hereby conditioned upon the issuance of all necessary approvals relative to the project contemplated in the Fourth Amendment to the Redevelopment Agreement by the City of Jersey City. This determination shall be made in the sole discretion of JCRA's Executive Director in consultation with counsel.
6. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
7. A copy of this resolution shall be available for public inspection at the offices of the Agency.
8. This resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting held on September 24, 2019.


DIANA H. JEFFREY, SECRETARY

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Denise Ridley	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			

SEE SHEET 212

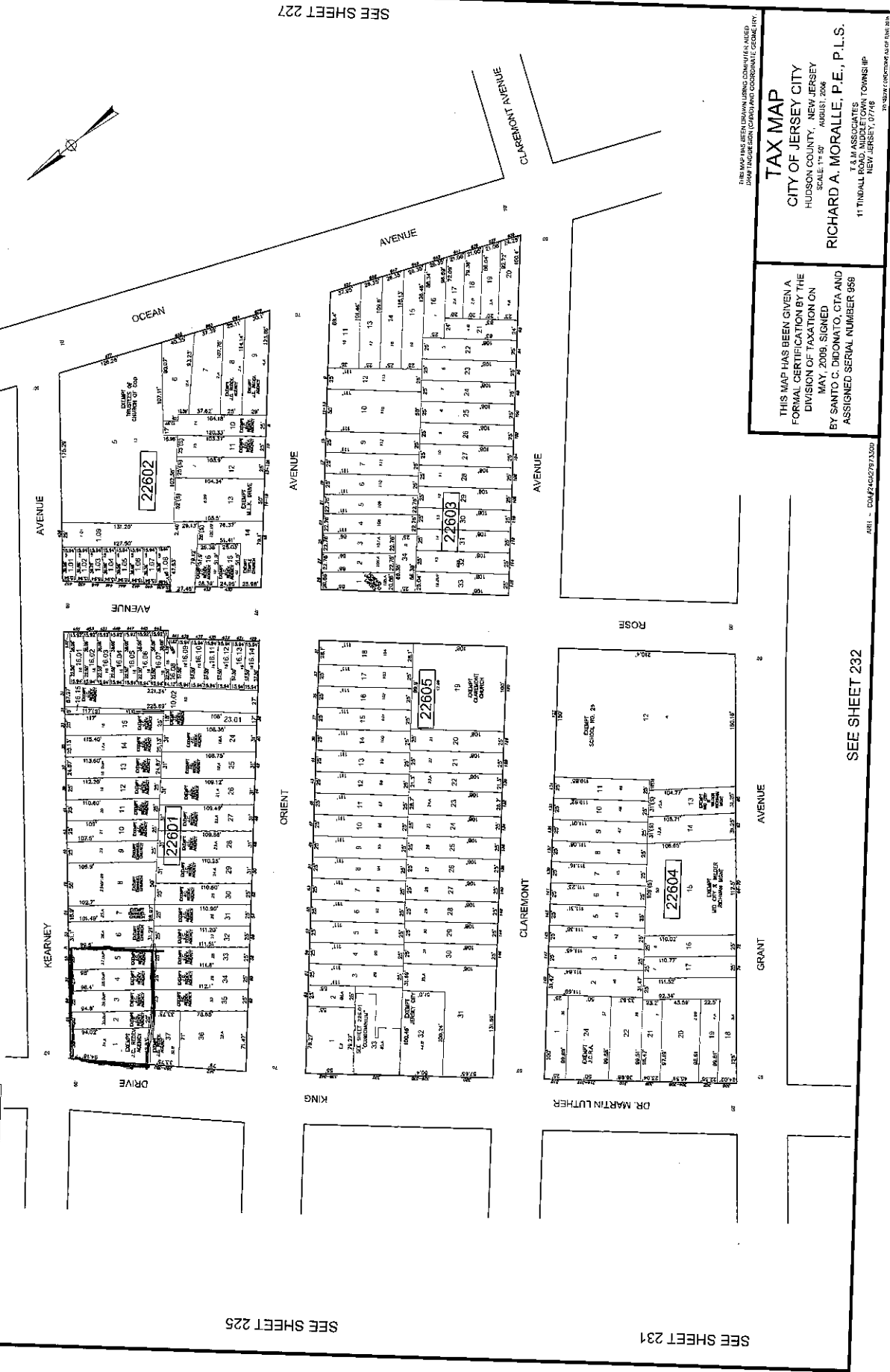
SEE SHEET 225

SEE SHEET 231

SEE SHEET 227

SEE SHEET 232

REVISIONS			
DATE	BY	REVISION	DT
07/20/13	CHARLES A. ALDRICH	22600	10/01
07/20/13	CHARLES A. ALDRICH	22601	10/01
07/20/13	CHARLES A. ALDRICH	22602	10/01
07/20/13	CHARLES A. ALDRICH	22603	10/01
07/20/13	CHARLES A. ALDRICH	22604	10/01
07/20/13	CHARLES A. ALDRICH	22605	10/01



THIS MAP HAS BEEN DRAWN USING DATA PROVIDED BY THE CITY OF JERSEY CITY, NEW JERSEY. THE MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE CITY OF JERSEY CITY.

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50'
AUGUST 2008

RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLE TOWN, NEW JERSEY 07746

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

FILE - COMFAC027971300

FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT

This Fourth Amendment to Redevelopment Agreement, dated as of August __, 2019 (the "**Fourth Amendment**"), among the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (the "**Agency**"), **HUB PARTNERS, LLC**, a New Jersey limited liability company ("**HUB Partners**"), and **JCPSHQ INVESTORS, LLC**, a New Jersey limited liability company ("**JCPSHQ**").

WHEREAS, the Agency, Martin Luther King Drive Urban Renewal Joint Venture Partnership ("**MLK**"), as Redeveloper and HUB Partners entered into that certain Redevelopment Agreement, dated March 19, 2014 (the "**2014 Agreement**"), as amended by the First Amendment to the Redevelopment Agreement, dated June 30, 2015 (the "**First Amendment**"), and further amended by the Second Amendment to the Redevelopment Agreement, dated April 2, 2018 (the "**Second Amendment**"), and further amended by the Third Amendment to the Redevelopment Agreement, dated as of December 18, 2018 (the "**Third Amendment**"), (all amendments, together with the 2014 Agreement, the "**Redevelopment Agreement**"), pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the "**Redevelopment Law**"); and

WHEREAS, the Redevelopment Agreement provides that MLK or HUB Partners shall be designated developer of certain property referred to as the Thomas Jackson/Davita Land, which consists of Block 22601, Lots 1-5, 10, 11-15, 24-35, and 37, and Block 21201, Lots 9-14 (the "**Thomas Jackson/Davita Land**"); and

WHEREAS, Section 4.1(b) of the Redevelopment Agreement provides that MLK or HUB Partners shall redevelop the Thomas Jackson/Davita Land; and

WHEREAS, MLK previously developed Block 21201, Lots 9 through 14 in accordance with the terms of the Redevelopment Agreement; and

WHEREAS, Section 9.1(c) of the Redevelopment Agreement permits the Redeveloper to assign a project to a special purpose entity which is an affiliate of HUB Partners; and

WHEREAS, MLK previously requested that 342 Investors, LLC ("**342 Investors**"), an affiliate of HUB Partners, be designated to undertake the development of a Municipal Office Project on the Municipal Project Site in accordance with the Redevelopment Agreement; and

WHEREAS, 342 Investors has previously re-assigned its rights to redevelop the property known as Block 22601, Lots 1-5 to HUB Partners in accordance with the terms of Section 9.1(c) of the Redevelopment Agreement which reassignment was approved by the Agency, redesignating HUB Partners as Redeveloper of Lots 1-5; and

WHEREAS, 342 Investors has previously acquired the Agency's fifteen percent interest in the Thomas Jackson/Davita Land excluding Block 22601, Lots 1-5; and

WHEREAS, the Agency and HUB Partners previously agreed to an extension of the option to acquire Lots 1-5 until December, 2020, subject only to (a) the Agency's approval of development plans consistent with the Redevelopment Plan and (b) payment of the balance of consideration for the Agency's fifteen percent (15%) interest in Lots 1-5, in the amount of One Hundred Seventeen Thousand Two Hundred One and No/100 Dollars (\$117,201.00); and

WHEREAS, HUB Partners desires to assign its rights to redevelop Lots 1-5 to JCPSHQ, a special

purpose entity which is an affiliate of HUB Partners, in accordance with the terms of Section 9.1(c) of the Redevelopment Agreement; and

WHEREAS, JCPSHQ desires to exercise the option to acquire the Agency's fifteen (15%) percent interest in Lots 1-5 for the purpose of constructing a new 121,000 square foot public safety building for the City of Jersey City ("**Lots 1-5 Project**"); and

WHEREAS, the Agency, HUB Partners and JCPSHQ now wish to further amend the Redevelopment Agreement to reflect the said changes and other provisions necessary to undertake the Lots 1-5 Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties:

1. The Recitals contained hereinabove are incorporated herein as if set forth below.
2. Capitalized terms set forth in this Fourth Amendment not defined herein shall have the meanings subscribed to them in the Redevelopment Agreement.
3. Section 4.1(b) of the 2014 Agreement, Section 2 of the Second Amendment and Section 3 of the Third Amendment are hereby deleted and restated as follows:

(b) The Agency hereby designates JCPSHQ Investors, LLC ("**JCPSHQ**") as the redeveloper to develop Block 22601, Lots 1 through 5 (the "**Lots 1-5 Project**"), at the sole cost and expense of JCPSHQ. The Agency shall extend the execution of the option for the Lots 1-5 Project until December 2020 ("**Lots 1-5 Expiration Date**"). During that time, JCPSHQ shall submit plans for the development of a new public safety building for the City of Jersey City that is subject consistent with the Redevelopment Plan and acceptable to the Agency in its sole discretion. In the event that JCPSHQ and the Agency are not able to agree upon a plan for development prior to the Lot 1-5 Expiration Date, the option to purchase Block 22601, Lots 1-5 shall expire.

4. The parties acknowledge that exercise of the option, the closing and transfer of title to JCPSHQ shall be contingent upon entry into a lease purchase agreement between JCPSHQ and the City of Jersey City.

5. The parties acknowledge that at the Lots 1-5 Project closing, JCPSHQ shall tender consideration in the amount of One Hundred Seventeen Thousand Two Hundred One and No/100 Dollars (\$117,201.00) (the "**Lots 1-5 Project Consideration**") for the Agency's fifteen percent (15%) interest in Lots 1-5. The Lots 1-5 Project Consideration shall be delivered at the Lots 1-5 Project closing provided that JCPSHQ satisfies the conditions set forth herein. In return, the Agency agrees to convey title to JCPSHQ by deed from the Agency to JCPSHQ Investors, LLC conveying Block 22601, Lots 1, 2, 3, 4, and 5. The said transfer of title shall be pursuant to the terms of this Fourth Amendment.

6. Section 4.2 of the 2014 Agreement and Section 4 of the Second Amendment and Section 5 of the Third Amendment are amended to provide that notwithstanding anything to the contrary set forth in the Redevelopment Agreement, JCPSHQ is designated as the Redeveloper of the Lots 1-5 Project subject to the terms and conditions of this Fourth Amendment.

7. Section 4.6 of the 2014 Agreement and Section 6 of the Second Amendment and Section

6 of the Fourth Amendment are amended to provide that only JCPSHQ, at its sole cost and expense, shall obtain the Certificate of Occupancy and Certificate of Completion for the Lots 1-5 Project in accordance with the provisions set forth in Section 4.6 of the 2014 Agreement.

8. Section 5.2 of the 2014 Agreement and Section 7 of the Second Amendment and Section 7 of the Third Amendment, as previously amended and supplemented, shall be amended as follows:

JCPSHQ, represents and warrants that it is entering into this Fourth Amendment and shall perform all of its obligations with respect to the Lots 1-5 Project solely in reliance on and as a result of its own investigations and efforts and at its sole risk, understanding that any investigations, examinations and inspections that it may have undertaken may reveal adverse or existing conditions, aspects or attributes of Block 22106, Lots 1-5.

9. To the extent that Section 6 of the 2014 Agreement applies to construction of the Lots 1-5 Project, the obligations of Redeveloper under Section 6 shall be the obligations of JCPSHQ as redeveloper of the Lots 1-5 Project.

10. With respect to the application of Section 7, Section 8.1, Section 9, Section 10.1, Section 11, Section 12, Section 13, Section 14, and Section 15 of the 2014 Agreement, this Fourth Amendment clarifies that the aforementioned sections apply to JCPSHQ as the redeveloper of the Lots 1-5 Project.

11. JCPSHQ shall be bound by the applicable terms, conditions and requirements of the 2014 Agreement, the First, Second and Third Amendments and this Fourth Amendment.

12. JCPSHQ agrees to enter into a Project Labor Agreement in a form and substance reasonably acceptable to the Agency and JCPSHQ in connection with any construction associated with the Lots 1-5 Project and shall provide a copy of such agreement to the Agency prior to the time that JCPSHQ commences construction of the Lots 1-5 Project.

13. Section 16.14 of the 2014 Agreement, Section 15 of the Second Amendment and Section 12 of the Third Amendment are amended to provide that notices to JCPSHQ shall be delivered to the following address: Attn: Eric C. Moore, 2 Ponds Edge Drive, Chadds Ford, PA 19317, with a copy to Attn: Michael R. DeCotiis, Esq., DeCotiis, FitzPatrick, Cole and Giblin, LLP, 500 Frank W. Burr Boulevard, Suite 31, Teaneck, NJ 07666, which addresses may be amended in writing to all parties.

14. Section 16.22 of the 2014 Agreement, Section 16 of the Second Amendment and Section 13 of the Third Amendment are amended to provide that JCPSHQ shall be required to comply with the Jersey City Pay-To-Play Ordinance prior to the Agency executing this Fourth Amendment.

15. Paragraph 14 of the First Amendment, Section 17 of the Second Amendment, Section 14 of the Third Amendment, and Exhibits H-2, H-3 and H-4 of the 2014 Agreement shall be replaced with the following timeline for the Lots 1-5 Project:

Task	Completion Date
1. Completion of Due Diligence	Complete
2. Entry into Lease/Purchase Agreement with City	Upon Closing of title
2. Closing of title to JCPSHQ Investors,	Upon loan closing

LLC	
3. Provide Survey to Agency	60 days after unappealable approval from City Council
4. Provide copy of Title Commitment to Agency	60 days after unappealable approval from City Council
5. Preliminary site plan to the Agency	60 days after unappealable approval from City Council
6. Commence construction	60 days after all approvals/permits obtained
7. Complete construction	32 months after commencement of construction
8. Issuance of permanent certificate of occupancy	60 days after completion of construction

The "Completion Date" in each item referred to above shall automatically extend two periods of sixty (60) days each to the extent such task has not been completed so long as JCPSHQ is proceeding diligently to accomplish such task and JCPSHQ provides the Agency with at least five days' prior written notice of its desire to extend such dates.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE AND EXHIBITS FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

WITNESS/ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

By: _____
Diana H. Jeffrey, Executive Director

HUB PARTNERS, LLC

By: Parkmore Corporation, Managing Member

By: _____
Eric C. Moore, Vice President

JCPSHQ INVESTORS, LLC

By: _____, [Title]

By: _____
Eric C. Moore, [Title]

STATE OF NEW JERSEY }
 } SS.:
COUNTY OF HUDSON }

BE IT REMEMBERED that on this ____ day of August, 2019 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **Diana Jeffrey**, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the **Executive Director and Secretary** of the **Jersey City Redevelopment Agency**, named in the within instrument; she signed the within instrument on behalf of the Agency and she executed this instrument as the true and voluntary act of the Agency, duly authorized by all necessary action by the Agency, for the uses and purposes therein expressed.

Signed and sworn to before me on
this ____ day of August 2019

STATE OF NEW JERSEY }
COUNTY OF HUDSON } SS.:

BE IT REMEMBERED that on this ____ day of August, 2019 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **Eric C. Moore**, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that he is the **Vice President of Parkmore Corporation, the Managing Member of HUB Partners, LLC**, named in the within instrument; he signed the within instrument on behalf of the corporation and he executed this instrument as the true and voluntary act of the Agency, duly authorized by all necessary action by the corporation, for the uses and purposes therein expressed.

Signed and sworn to before me on
this ____ day of August 2019

STATE OF NEW JERSEY }
COUNTY OF HUDSON } SS.:

BE IT REMEMBERED that on this ____ day of August, 2019 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **Eric C. Moore**, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that he is the _____ of _____, the _____ of **JCPSHQ Investors, LLC**, named in the within instrument; he signed the within instrument on behalf of the corporation and he executed this instrument as the true and voluntary act of the Agency, duly authorized by all necessary action by the corporation, for the uses and purposes therein expressed.

Signed and sworn to before me on
this ____ day of August 2019

LEASE/PURCHASE AGREEMENT

between

JCPHQ INVESTORS, LLC,

as Landlord

and

CITY OF JERSEY CITY,

as Tenant

Dated _____

BOND LEASE

Table of Contents

1.	CERTAIN DEFINITIONS.....	1
2.	DEMISE OF PREMISES.	8
3.	TERM.	8
4.	RENT.	8
5.	BOND LEASE.	10
6.	TITLE AND CONDITION.	12
7.	TAXES; INSURANCE AND LEGAL REQUIREMENTS.....	13
8.	USE.	14
9.	MAINTENANCE AND REPAIR.	15
10.	LIENS.	17
11.	ALTERATIONS AND CHANGE ORDERS.....	17
12.	CONDEMNATION.	21
13.	INSURANCE.	22
14.	DAMAGE, DESTRUCTION.	25
15.	RESTORATION.	26
16.	SUBORDINATION TO FINANCING.....	28
17.	ASSIGNMENT, SUBLEASING.	29
18.	PERMITTED CONTESTS.	31
19.	DEFAULT.	32
20.	LANDLORD'S REMEDIES.	34
21.	NOTICES.	37
22.	MEMORANDUM OF LEASE; ESTOPPEL CERTIFICATES.....	38
23.	SURRENDER AND HOLDING OVER.	39
24.	NO MERGER OF TITLE.	40
25.	LANDLORD AND LENDER EXCULPATION.	40
26.	MATERIALS OF ENVIRONMENTAL CONCERN.	41
27.	ENTRY BY LANDLORD AND LENDER.	49
28.	FINANCIAL STATEMENTS.....	50
29.	NO USURY.	49
30.	BROKER.	50
31.	WAIVER OF LANDLORD'S LIEN.	50
32.	NO WAIVER.	50
33.	SEPARABILITY.	50
34.	INDEMNIFICATION.	51
35.	PERMITTED ENCUMBRANCES.	51
36.	EXPENSES.	52
37.	HEADINGS.	52
38.	MODIFICATIONS.	52
39.	SUCCESSORS, ASSIGNS.	53
40.	COUNTERPARTS.	53
41.	TIME OF THE ESSENCE.	53
42.	GOVERNING LAW.....	53
43.	LENDER AS THIRD PARTY BENEFICIARY.	53
44.	INTENTIONALLY LEFT BLANK.	54
45.	BANKRUPTCY.....	53
46.	ATTORNEYS' FEES.....	55

47.	PURCHASE	56
48.	CONDITIONS PRECEDENT	57
49.	BASE BUILDING AND FIT-UP WORK	57
50.	WARRANTY OF TITLE.....	58
51.	FORCE MAJEURE.....	58
52.	ACQUISITION.....	59
53.	LANDLORD DEFAULT.....	59
54.	MEASUREMENT OF PREMISES.....	60
55.	PERFORMANCE BOND.....	61
56.	NATURE OF LEASE/INSTALLMENT PURCHASE.....	62
57.	TENANT ALLOWANCES.....	62

Exhibit "A" - The Leased Premises

Exhibit "B" - Basic Rent

Exhibit "C" - Definition of Base Building Work and Fit-Up Work

This **LEASE/PURCHASE AGREEMENT** (this "**Lease**") is made as of this ____ day of ____ 2019, by and between JCPSHQ INVESTORS, LLC, a New Jersey limited liability company having an office at 2 Ponds Edge Drive, Chadds Ford, Pennsylvania 19317 ("**Landlord**"), and the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey having an office at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 ("**Tenant**").

In consideration of the rents and provisions herein stipulated to be paid and performed, Landlord and Tenant hereby covenant and agree as follows:

1. **CERTAIN DEFINITIONS.**

- (a) "**Action**" shall mean Action as defined in Paragraph 19(e).
- (b) "**Additional Rent**" shall mean all sums required to be paid by Tenant under this Lease other than Basic Rent, which sums shall constitute rental hereunder.
- (c) "**Adjoining Property**" shall mean all sidewalks, curbs, gores and vault spaces adjoining any of the Leased Premises.
- (d) "**Alteration**" or "**Alterations**" shall mean any or all changes, additions, improvements, reconstructions or replacements of any of the Improvements, both interior or exterior, and ordinary and extraordinary which are made after issuance of the Certificate of Occupancy and Tenant occupying the Leased Premises.
- (e) "**Base Building Work**" is defined in Exhibit "C".
- (f) "**Basic Rent**" shall mean Basic Rent as defined in Paragraph 4.
- (g) "**Basic Rent Commencement Date**" shall mean the earlier of the Date of Substantial Completion and July 1, 2022.
- (h) "**Basic Rent Payment Dates**" shall mean the Basic Rent Payment Dates as defined in Paragraph 4.

(i) **"Basic Term"** means the period from the Basic Rent Commencement Date to the Expiration Date.

(j) **"Change Order"** pursuant to N.J.A.C. 5:30-11.2 shall mean a properly prepared document approved by the Tenant which authorizes Landlord to change the scope of work outlined in Exhibit "C" Base Building Work and Fit-Up Work to be performed prior to Tenant occupying the Leased Premises.

(k) **"Code"** shall mean Code as defined in Paragraph 19(d).

(l) **"Commencement Date"** shall mean the date on which Landlord shall have acquired full title to the Leased Premises subject to Permitted Encumbrances, it being understood that a series of events must take place before such acquisition can occur (e.g., and not by way of limitation, an Amendment to the HUB Partners, LLC's Redevelopment Agreement with the Jersey City Redevelopment Authority ("JCRA") to permit development and construction of a public safety building on the Leased Premises).

(m) **"Condemnation"** shall mean a Taking and/or a Requisition.

(n) **"Date of Substantial Completion"** is defined in Exhibit C.

(o) **"Default Rate"** shall mean the default rate of interest under the first Mortgage or if there is no Mortgage an annual rate of interest equal to the Prime Rate plus five (5) percentage points, but in no event greater than the maximum interest rate permitted by Legal Requirements.

(p) **"Documents of Record"** shall mean each document recorded in the local real estate records of the County where the Leased Premises are located and applicable to the Leased Premises.

(q) **"Environmental Claim"** shall mean Environmental Claim as defined in Paragraph 26(a).

(r) **"Environmental Laws"** shall mean Environmental Laws as defined in Paragraph 26(a).

(s) **"Event of Default"** shall mean an Event of Default as defined in Paragraph 19.

(t) **"Expiration Date"** shall mean an Expiration Date as defined in Paragraph 3.

(u) **"Fit-Up Work"** shall mean the Fit-Up Work as defined in Section 49.

(v) **"Guaranties"** shall mean guaranties as defined in Paragraph 6(c).

(w) **"Improvements"** shall mean the Improvements as defined in Paragraph 2.

(x) **"Indemnified Party"** shall mean Indemnified Party as defined in Paragraph 26(f).

(y) **"Insurance Requirement"** or **"Insurance Requirements"** shall mean, as the case may be, any one or more of the terms of each insurance policy required to be carried by Tenant under this Lease and the requirements of the issuer of such policy, and whenever Tenant shall be engaged in making any Alteration or Alterations, repairs or construction work of any kind (collectively, **"Work"**), the term "Insurance Requirement" or "Insurance Requirements" shall be deemed to include a requirement that Tenant obtain or cause its contractor to obtain completed value builder's risk insurance when the estimated cost of the Work in any one instance exceeds the sum of \$150,000 and that Tenant or its contractor shall obtain worker's compensation insurance or other adequate insurance coverage covering all persons employed in connection with the Work, whether by Tenant, its contractors or subcontractors and with respect to whom death or bodily injury claims could be asserted against Landlord.

(z) **"Interim Term"** shall mean the period from the Commencement Date to the Basic Rent Commencement Date.

(aa) **"Land"** shall mean the Land as defined in Paragraph 2.

(bb) **"Leased Premises"** shall mean the Leased Premises as defined in Paragraph 2.

(cc) **"Legal Requirement"** or **"Legal Requirements"** shall mean, as the case may be, any one or more of all present and future laws, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary, of every duly constituted governmental authority or agency (but excluding those which by their terms are not applicable to and do not impose any obligation on Tenant, Landlord or the Leased Premises) and all covenants, restrictions and conditions now or hereafter of record which may be applicable to Tenant, to Landlord or to any of the Leased Premises, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Leased Premises, even if compliance therewith (i) necessitates structural changes or improvements (including changes required to comply with the "Americans with Disabilities Act") or results in interference with the use or enjoyment of any of the Leased Premises or (ii) requires Tenant to carry insurance other than as required by the provisions of this Lease.

(dd) **"Lender"** shall mean the entity or entities identified to Tenant as such in writing, which makes a Loan to Landlord, secured in whole or in part by a Mortgage and evidenced by a Note or Notes or which is or are the holder of a Mortgage and Note(s) as a result of an assignment of a whole or partial interest therein, and when a Mortgage secures multiple Notes held by one or more noteholders, the trustee acting on behalf of such holders, provided such trustee has been identified as such in writing to Tenant.

(ee) **"Loan"** shall mean a loan made by a Lender to Landlord secured in whole or in part by a Mortgage and evidenced by a Note or Notes.

(ff) **"Losses"** shall mean Losses as defined in Paragraph 34.

(gg) **"Materials of Environmental Concern"** shall mean Materials of Environmental Concern as defined in Paragraph 26(a).

(hh) **"Mortgage"** shall mean a mortgage, deed of trust, deed to secure debt or similar security instrument from Landlord to Lender that encumbers the Leased Premises.

(ii) **"Net Award"** shall mean the entire award payable to Landlord by reason of a Condemnation, less any actual and reasonable expenses incurred by Landlord in collecting such award.

(ji) **"Net Proceeds"** shall mean the entire proceeds of any property casualty insurance required under Paragraph 13(a), less any actual and reasonable expenses incurred by Landlord or Tenant in collecting such proceeds.

(kk) **"Net Surplus Award"** shall mean the Net Surplus Award as defined in Paragraph 12(b).

(ll) **"Notice"** or **"Notices"** shall mean Notice or Notices as defined in Paragraph 21.

(mm) **"Note"** or **"Notes"** shall mean a promissory (or senior secured) note or notes hereafter executed from Landlord to Lender, which Note or Notes will be secured in whole or in part by a Mortgage and an assignment of leases and rents (which assignment of leases and rents may be included within the Mortgage rather than in a separate document).

(nn) **"Permitted Encumbrances"** shall mean those covenants, restrictions, reservations, liens, conditions, encroachments, easements and other matters of title that affect the Leased Premises as of Landlord's acquisition thereof, and are recorded in the land records of the county in which the Leased Premises are located (any unrecorded documents that are referenced in a recorded document), but excepting any such matters arising from the acts of Landlord (such as liens arising as a result of judgments against Landlord).

(oo) **"Person"** shall mean any and all person(s) and/or entity(ies), including, but not limited to, Landlord.

(pp) **"Prime Rate"** shall mean the rate of interest announced publicly by Citibank, N.A. or its successor, from time to time, as Citibank N.A.'s or such successor's base rate, or if there be no such base rate, then the rate of interest charged by Citibank, N.A. or such successor to its most creditworthy customers on commercial loans having a ninety (90) day duration.

(qq) **"Regulated Activity"** shall mean the Regulated Activity as defined in Paragraph 26(a).

(rr) **"Remedial Work"** shall mean the Remedial Work as defined in Paragraph 26(a).

(ss) **"Rent"** shall mean Basic Rent and Additional Rent.

(tt) **"Requisition"** shall mean any temporary condemnation or confiscation of the use or occupancy of any of the Leased Premises by any governmental authority, civil or military, whether pursuant to an agreement with such governmental authority in settlement of or under threat of any such requisition or confiscation, or otherwise.

(uu) **"Restoration"** shall mean the restoration of the Leased Premises after any Taking or damage by casualty as nearly as possible to their value, condition and character existing immediately prior to such Taking or damage and shall include the demolition, planning, and permitting periods required to complete such restoration.

(vv) **"Restoration Award"** shall mean the Restoration Award as defined in Paragraph 12(b).

(ww) **"Restoration Fund"** shall mean the Restoration Fund as defined in Paragraph 15.

(xx) **"Restoration Notice"** shall mean the Restoration Notice as defined

{00510239.DOCX 7 }

in Paragraph 15(g).

(yy) **"S&P"** shall mean Standard & Poor's, a division of The McGraw-Hill Companies, Inc, its successors and/or assigns.

(zz) **"State"** shall mean the State of New Jersey.

(aaa) **"Taking"** shall mean any transfer of title to any of the Leased Premises in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of any agreement with any condemnor in settlement of or under threat of any such condemnation or other eminent domain proceedings.

(bbb) **"Taxes"** shall mean taxes of every kind and nature (including real, *ad valorem* and personal property, income, franchise, withholding, profits and gross receipts taxes); all charges and/or taxes for any easement or agreement maintained for the benefit of any of the Leased Premises; all general and special assessments, levies, permits, inspection and license fees; all utility charges, all ground rents, and all other public charges and/or taxes whether of a like or different nature, even if unforeseen or extraordinary, imposed upon or assessed, prior to or during the Term, against Landlord, Tenant or any of the Leased Premises as a result of or arising in respect of the occupancy, leasing, use, maintenance, operation, management, repair or possession thereof, or any activity conducted on the Leased Premises, or the Basic Rent or Additional Rent, including without limitation, any gross income tax, sales tax, use tax, occupancy tax or excise tax levied by any governmental body on or with respect to such Basic Rent or Additional Rent.

(ccc) **"Tenant's Allowance"** is defined in Paragraph 49.

(ddd) **"Tenant Insurance Payment"** shall mean the Tenant Insurance Payment as defined in Paragraph 14(c).

(eee) **"Term"** shall mean the Interim Term and the Basic Term of this Lease, as extended pursuant to any extension option that has become effective.

(fff) **"Trade Fixtures"** shall mean all items of personal property which (a) are attached to the Improvements (b) owned by Tenant and used in the operation of the business conducted on the Leased Premises and (c) can be removed without material damage to the Improvements.

(ggg) **"Trustee"** shall mean the Trustee as defined in Paragraph 14(a).

2. **DEMISE OF PREMISES.** Landlord hereby demises and lets to Tenant and Tenant hereby takes and leases from Landlord a public safety building for the Term and upon the provisions hereinafter specified the following described property (collectively, the **"Leased Premises"**): (i) the premises described in **Exhibit "A"** attached hereto and made a part hereof together with the easements, rights and appurtenances thereunto belonging or appertaining (collectively, the **"Land"**); (ii) the buildings, structures, fixtures and other improvements constructed and to be constructed on the Land (collectively, the **"Improvements"**), and (iii) the equipment, together with all additions and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease.

3. **TERM.** Tenant shall have and hold the Leased Premises for an initial term commencing on the Commencement Date and ending on the Basic Rent Commencement Date (**the "Interim Term"**) and a Basic Term of ____ years (____ months) commencing on the Basic Rent Commencement Date and ending on the last day of the ____ month thereafter (**the "Expiration Date"**).

4. **RENT.** (a) Tenant shall pay to Landlord or Lender, if so directed by Landlord or Lender, as annual rent for the Leased Premises during the Basic Term (**"Basic Rent"**), the sums set forth on **Exhibit "B"**, which rent shall be paid in equal monthly installments in advance commencing on the Basic Rent Commencement Date and continuing on the same day of each month thereafter during the Basic Term (the said days being called the **"Basic Rent Payment Dates"**), and shall pay the same at Landlord's address set forth below, or at such other place or to such other Persons (not exceeding two (2) in number) and in such proportions as Landlord from time to time may designate to Tenant in writing, in funds which at the time of such payment shall

{00510239.DOCX 7 }

be legal tender for the payment of public or private debts in the United States of America and if required by Landlord or Lender by wire transfer in immediately available federal funds to such account in such bank as Landlord or Lender, as the case may be, shall designate from time to time. Whenever any payment hereunder shall be stated to be due on a day which is not a business day, such payment shall be made on the first business day preceding such scheduled due date. Landlord's financing (the "**Financing**") contemplates that Landlord's interest rate (the "Interest Rate") related to its Financing will be ____% (the "Interest Rate"). Notwithstanding any other provision herein, to the extent the Interest Rate rises above ____% or falls below ____%, then the annual rental amount as shown on Exhibit B for years 1-__ shall be increased or decreased by an amount equal to the amount of the increase or decrease in the annual debt service payable by the Landlord. The annual rental amount and the monthly payments shown on Exhibit B shall be adjusted accordingly.

(b) If any installment of Basic Rent is not paid on the date due, Tenant shall pay Landlord interest on such overdue payment at the Default Rate, accruing from the due date of such payment until the same is paid. If any installment of Basic Rent is not paid for a period of three (3) days after notice of default thereof by Landlord or Lender, Tenant shall pay Landlord a late charge in an amount equal to the lesser of the late charge, if any, under the first Mortgage (and if there is no Mortgage, five (5%) percent of the unpaid installment of Basic Rent) or the highest late charge permitted by Legal Requirements.

(c) Tenant shall pay and discharge before the imposition of any fine, lien, interest or penalty may be added thereto for late payment thereof, as Additional Rent, all other amounts and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added by the party to whom such payment is due for nonpayment or late payment thereof. In the event of any failure by Tenant to pay or discharge any of the foregoing, Landlord and Lender shall have all rights, powers and remedies provided herein, by law or otherwise, in the event of nonpayment of Basic Rent. Any Additional Rent payable to Landlord shall be paid, within fifteen (15) days after demand therefor, to the party to whom Basic Rent is paid.

(d) Anything set forth in this Lease or in any other document or under applicable Legal Requirements or elsewhere to the contrary notwithstanding, (i) the obligation of Tenant to pay Basic Rent shall commence on the Basic Rent Commencement Date and Tenant shall be obligated to commence and continue to pay Basic Rent and Additional Rent regardless of (A) Landlord's, Landlord's affiliate's or any other party's failure to commence or complete the construction of the Improvements or punchlist items or other obligations pertaining thereto, (B) whether or not Tenant has accepted possession of the Improvements or any space therein, (C) the availability of funds sufficient to complete the construction, punchlist items and other obligations pertaining thereto, and/or (D) whether or not funds for such purposes have been appropriated and (ii) Tenant shall have no right to abate or reduce rents or to terminate or cancel this Lease or declare a constructive eviction or exercise any other remedies under this Lease or under applicable Legal Requirements as a result of the events described in this Section 4.

(e) If the Basic Rent Commencement Date is other than the first day of the month, Tenant shall pay the prorated share of Basic Rent and Additional Rent. The parties shall execute a Certificate of Commencement of this Lease in recordable form confirming the Basic Rent Commencement Date.

(f) The parties hereto agree and understand that the Basic Rent will be based upon the 2018 tax assessed value of the Leased Premises.

5. **BOND LEASE.** (a) It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, and that Basic Rent, Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events, and not otherwise subject to annual appropriation, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. This is a bond lease and Basic Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, except as otherwise specifically set forth herein. This

Lease shall not terminate and Tenant shall not have any right to terminate this Lease during the Term. Tenant agrees that it shall not take any action to terminate, rescind or avoid this Lease notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Landlord, (ii) the exercise of any remedy, including foreclosure, under the Mortgage, (iii) any action with respect to this Lease (including the disaffirmance hereof) which may be taken by Landlord under the Federal Bankruptcy Code or by any trustee, receiver or liquidator of Landlord or by any court under the Federal Bankruptcy Code or otherwise, (iv) the Taking of the Leased Premises or any portion thereof, (v) the prohibition or restriction of Tenant's use of the Leased Premises under any Legal Requirement or otherwise, (vi) the destruction of or damage or casualty to the Leased Premises or any portion thereof, (vii) the eviction of Tenant from possession of the Leased Premises, by paramount title, constructive eviction or otherwise, or (viii) default by Landlord hereunder or under any other agreement between Landlord and/or any of its affiliates and Tenant. Tenant waives all rights which are not expressly stated herein but which may now or hereafter otherwise be conferred by law to quit, terminate or surrender this Lease or any of the Leased Premises; to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense of or to Basic Rent, Additional Rent or any other sums payable under this Lease, and for any statutory lien or offset right against Landlord or its property, each except as otherwise expressly provided herein.

(b) All costs and expenses (other than depreciation, interest on and amortization of debt incurred by Landlord, and costs incurred by Landlord in refinancing the Leased Premises) and other obligations of every kind and nature whatsoever relating to the Leased Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable prior to the expiration or earlier termination of the Term (whether or not the same shall become payable during the Term or thereafter) shall be paid and performed by Tenant.

(c) Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for water, sewer, gas, oil, electricity, telephone and other utilities or

{00510239.DOCX 7 }

services used or consumed on the Leased Premises during the Term, whether designated as a charge, tax, assessment, fee or otherwise, including, without limitation, water and sewer use charges, impact fees and taxes, if any, all such charges, fees and taxes to be paid as the same from time to time become due. It is understood and agreed that Tenant shall be responsible, as part of the Fit-Up Work, for distribution of utilities throughout the Improvements and for making arrangements with the utility companies for commencement of services. Landlord shall be under no obligation to furnish any utilities to the Leased Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Leased Premises.

6. **TITLE AND CONDITION.** (a) The Leased Premises are demised and let subject to the Permitted Encumbrances and all Legal Requirements and Insurance Requirements, including any existing violation of any thereof, without representation or warranty by Landlord; it being understood and agreed, however, that the recital of the Permitted Encumbrances herein shall not be construed as a revival of any thereof which for any reason may have expired.

(b) Without limiting the effect of Landlord's covenant set forth in Paragraph 8(c), the Landlord makes no, and expressly hereby denies any, representations or warranties regarding the condition or suitability of, or title to, the Leased Premises. Tenant agrees that, with respect to matters affecting title, it takes the Leased Premises "AS IS," without any such representation or warranty.

(c) Landlord hereby conditionally assigns, without recourse or warranty whatsoever, to Tenant, all warranties, guaranties and indemnities, express or implied, and similar rights which Landlord may have against any manufacturer, seller, engineer, contractor or builder in respect of any of the Leased Premises, including, but not limited to, any rights and remedies existing under contract or pursuant to the Uniform Commercial Code (collectively, the "guaranties"). Such assignment shall remain in effect so long as no Event of Default exists hereunder or until the expiration or sooner termination of this Lease. Landlord shall also retain the right to enforce any guaranties so assigned in the name of Tenant upon the occurrence of an Event of Default. Landlord hereby agrees to execute and deliver at Tenant's sole cost and expense

such further documents, including powers of attorney, as Tenant may reasonably request (and which in the good faith judgment of Landlord, do not adversely affect a substantial interest of Landlord), in order that Tenant may have the full benefit of the assignment effected or intended to be effected by this Paragraph 6. Upon the occurrence of an Event of Default or the expiration or termination of this Lease, the guaranties shall automatically revert to Landlord. The foregoing provision of reversion shall be self-operative and no further instrument of reassignment shall be required. In confirmation of such reassignment, Tenant shall execute and deliver promptly any certificate or other instrument which Landlord may request at Tenant's sole cost and expense. Additionally, upon the occurrence of an Event of Default or the expiration or sooner termination of this Lease, Tenant shall, at Landlord's request and at Tenant's sole cost and expense, assign to Landlord all claims against third parties for damages to the Leased Premises to the extent that such damages are Tenant's responsibility to repair pursuant to the provisions of this Lease, and all warranties, guaranties and indemnities, express or implied, and similar rights which Tenant may have against any manufacturer, seller, engineer, contractor or builder in respect of any of the Leased Premises, including, but not limited to, any rights and remedies existing under contract or pursuant to the Uniform Commercial Code. Any monies collected by Tenant under any of the guaranties or under the prior sentence after the occurrence of and during the continuation of an Event of Default shall be held in trust by Tenant and promptly paid over to Landlord.

7. **TAXES; INSURANCE AND LEGAL REQUIREMENTS.** (a) Tenant shall, subject to the provisions of Paragraph 18 hereof relating to contests, no later than fifteen (15) days before interest or penalties are due thereon, pay and discharge all Taxes and provide Landlord with a paid receipt therefor. Nothing herein shall obligate Tenant to pay, and the term "**Taxes**" shall exclude, federal, state or local (i) franchise, capital stock or similar taxes, if any, of Landlord, (ii) income, excess profits or other taxes, if any, of Landlord, determined on the basis of or measured by its net income, or (iii) any estate, inheritance, succession, gift, capital levy or similar taxes unless the taxes referred to in clauses (i) and (ii) above are in lieu of or a substitute for any other tax or assessment upon or with respect to any of the Leased Premises which, if such other tax or assessment were in effect at the commencement of the Term, would be payable by Tenant. In the event that any assessment against any of the Leased Premises may be paid in installments, Tenant

{00510239.DOCX 7 }

shall have the option to pay such assessment in installments; and in such event, Tenant shall be liable only for those installments (and all resulting interest thereon) which become due and payable in respect of the Term. Tenant shall prepare and file all tax reports required by governmental authorities which relate to the Taxes. If Tenant is not permitted to file any tax reports or pay any Taxes directly to the applicable governmental authorities, Tenant shall remit such Taxes, no later than fifteen (15) business days prior to the date when due, to Landlord and, at Landlord's request, shall cooperate with Landlord in the preparation of such tax reports. Landlord, at Tenant's expense, shall prepare and file such tax reports and pay such Taxes to the applicable governmental authorities until Tenant has obtained permission to do so. Promptly after the date hereof, Tenant shall endeavor to obtain permission to file all tax reports and pay Taxes directly to the applicable governmental authorities. Tenant shall deliver to Landlord and Lender, upon receipt, copies of all settlements and notices pertaining to the Taxes which may be issued by any governmental authority and, prior to delinquency, receipts for payments of all Taxes made during each calendar year of the Term.

(b) Tenant shall promptly comply with and conform to all Legal Requirements, all Documents of Record and all Insurance Requirements, subject to the provisions of Paragraph 18 hereof.

8. **USE.** (a) Tenant may use the Leased Premises for any lawful purpose other than any use that will (i) have an adverse effect on the value of the Leased Premises, (ii) increase the likelihood that Tenant, Landlord or Lender would incur liability under any provisions of Environmental Laws, as defined in Paragraph 26 of this Lease, or (iii) result or give rise to any environmental deterioration or degradation of the Leased Premises. In no event shall the Leased Premises be used as a dry cleaners or for any purpose which shall violate any of the provisions of any Permitted Encumbrances applicable to the Leased Premises either specifically or through broader application to any center or industrial park of which the Leased Premises may be a part. Tenant agrees that with respect to any such Permitted Encumbrances, Tenant shall observe, perform and comply with and carry out the provisions thereof required therein to be observed and performed by Landlord. If under applicable zoning laws, the use of all or any portion of the Leased Premises

{00510239.DOCX 7 }

is or shall become a non-conforming right, Tenant shall not cause or permit such non-conforming right to be discontinued or abandoned.

(b) Subject to Tenant's rights of contest under Paragraph 18 hereof, Tenant shall not permit any unlawful occupation, business or trade to be conducted on any of the Leased Premises or any use to be made thereof contrary to applicable Legal Requirements or Insurance Requirements. Subject to Tenant's rights of contest under Paragraph 18 hereof, Tenant shall not use, occupy or permit any of the Leased Premises to be used or occupied, nor do or permit anything to be done in or on any of the Leased Premises, in a manner which would (i) violate any certificate of occupancy or equivalent certificate affecting any of the Leased Premises, (ii) make void or voidable any insurance which Tenant is required hereunder to maintain then in force with respect to any of the Leased Premises, (iii) affect in any manner the ability of Tenant to obtain any insurance which Tenant is required to furnish hereunder, (iv) cause any injury or damage to any of the Improvements unless pursuant to Alterations permitted under Paragraph 11 hereof, or (v) constitute a public or private nuisance or waste.

(c) Subject to all of the provisions of this Lease, so long as no Event of Default exists hereunder, Landlord covenants that neither it nor any party claiming by, through or under it, shall do any act to disturb the peaceful and quiet occupation and enjoyment of the Leased Premises by Tenant. Landlord may enter upon and examine any of the Leased Premises at reasonable times after reasonable notice and during business hours and exercise any rights and privileges granted to Landlord under the provisions of this Lease. During an Event of Default or in an emergency, Landlord's access to the Leased Premises shall not be restricted as provided in the immediately preceding sentence.

9. **MAINTENANCE AND REPAIR.** (a) Tenant shall at all times, including, but not limited to, any Requisition period, put, keep and maintain the Leased Premises, including, without limitation, the roof, landscaping, parking areas, walls (interior and exterior), footings, foundations and structural components of the Leased Premises, and the Adjoining Property, in good repair and appearance, and shall promptly make all repairs and replacements (substantially equivalent in

quality and workmanship to the original work) of every kind and nature, whether foreseen or unforeseen, which may be required to be made upon or in connection with any of the Leased Premises in order to keep and maintain the Leased Premises in good condition and order of repair, except for ordinary wear and tear. Tenant shall do or cause others to do all shoring of the Leased Premises or Adjoining Property or of foundations and walls of the Improvements and every other act necessary or appropriate for preservation and safety thereof, by reason of or in connection with any excavation or other building operation upon any of the Leased Premises or Adjoining Property, whether or not Landlord shall, by reason of any Legal Requirements or Insurance Requirements, be required to take such action or be liable for failure to do so. Landlord shall not be required to make any repair, whether foreseen or unforeseen, or to maintain any of the Leased Premises or Adjoining Property in any way, and Tenant hereby expressly waives the right to make repairs at the expense of the Landlord, which right may otherwise be provided for in any law now or hereafter in effect. Tenant shall, in all events, make all repairs for which it is responsible hereunder promptly, and all repairs shall be in a good, proper and workmanlike manner.

(b) If Tenant shall be in default under any of the provisions of this Paragraph 9, Landlord or Lender may, after thirty (30) days' Notice to Tenant and failure of Tenant to commence to cure during said period or to diligently prosecute such cure to completion once begun, but immediately upon notice in the event of an emergency (that is, imminent danger of injury to persons or property), do whatever is necessary to cure such default as may be reasonable under the circumstances for the account of and at the expense of Tenant. In the event of an emergency, before Landlord or Lender may avail itself of its rights under this Paragraph 9(b), Landlord or Lender, as the case may be, shall send Notice to Tenant of the situation by phone, electronic mail or other available communication. All actual and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Landlord or Lender, together with interest thereon at the Default Rate from the date of payment or incurring the expense, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord or Lender (as applicable) on demand. Landlord and Tenant agree that, in the event of an emergency, expenditures which might otherwise be unreasonable (such as overtime) may nevertheless be reasonable under the circumstances.

{00510239.DOCX 7 }

(c) Tenant shall from time to time replace with other similar operational equipment or parts any of the mechanical systems or other equipment included in the Improvements which shall have become worn out, obsolete or unusable for the purpose for which it is intended, been taken by a Condemnation as provided in Paragraph 12, or been lost, stolen, damaged or destroyed as provided in Paragraph 14. Tenant shall repair at its sole cost and expense all damage to the Leased Premises caused by the removal of equipment or any other personal property of Tenant at any time, including upon expiration or earlier termination of this Lease.

10. **LIENS.** Tenant shall not, directly or indirectly, create or permit to be created or to remain, and shall discharge, within fifteen (15) days after the lien is filed, any lien on any of the Leased Premises, on the Basic Rent, Additional Rent or on any other sums payable by Tenant under this Lease, other than the Mortgage (and any assignment of leases, rents or profits collateral thereto), the Permitted Encumbrances and any mortgage, lien, encumbrance or other charge created by or resulting from any act or omission by Landlord or those claiming by, through or under Landlord except Tenant. Tenant shall provide Landlord with a copy of any notice of lien within five (5) business days after Tenant's receipt of such notice of lien.

11. **ALTERATIONS AND CHANGE ORDERS.**

(a) Alterations. Tenant may make any Alterations without the prior written consent of the Landlord provided such Alterations comply with all of the following provisions: (i) the fair market value of the Leased Premises shall not be lessened as a result of any such Alteration, nor shall the structural integrity of the Leased Premises be impaired; (ii) the Alteration and any Alteration theretofore made or thereafter to be made shall not in the aggregate reduce the gross floor area of the Improvements, nor shall any such Alteration materially adversely affect access to the Improvements; (iii) the Alteration shall be performed in a good and workmanlike manner, and shall be expeditiously completed in compliance with all Legal Requirements, (iv) all work done in connection with any such Alteration shall comply with all Insurance Requirements, (v) Tenant shall promptly pay all costs and expenses of any such Alteration, and shall discharge all liens filed against the Leased Premises arising out of the same, (vi) Tenant shall procure and pay for all

permits and licenses required in connection with any such Alteration, (vii) all such Alterations shall be the property of Landlord and shall be subject to this Lease; and (viii) any Alteration the estimated cost of which exceeds \$150,000 shall be made under the supervision of a licensed architect or engineer in accordance with detailed plans and specifications which shall be submitted to Landlord and Lender at least thirty (30) days prior to the commencement of the Alterations, approved by Landlord and Lender prior to commencement of the Work and shall be secured by cash or unconditional letter of credit (in such form and issued by an institutional lender reasonably acceptable to Landlord and lender) equal to 125% of the estimated cost of the Alteration. Upon completion of any Alteration in excess of \$150,000, Tenant will provide as-built plans and specifications or record drawings to Landlord and Lender.

(b) Tenant Change Orders. The Tenant may at any time by written request make additions to the Base Building Work and Fit-Out Work described in Exhibit C hereto via a Change Order. Upon receipt of a written request for a Change Order, the Landlord shall provide Tenant in writing within fifteen (15) days all costs associated with such change. All Change Orders shall be approved in writing by the Landlord and Lender prior to commencement of the Work. The increase in the price resulting from such changes shall be agreed upon in writing by the parties hereto prior to commencement of the Work. Tenant shall provide Landlord with written notice authorizing the performance of the Work as so changed. Landlord shall promptly proceed with the performance of this Lease/Purchase Agreement as so changed. All costs associated with such changes shall be borne by the Tenant upon providing the Landlord with written authorization to proceed with the Work as so changed. The Tenant shall, with written notice to Landlord, place funding in an amount equal to the cost of the approved Change Order in a separate account exclusively for payment of the Change Order Work. Payment of the Change Order Work shall be paid by Tenant to Landlord within fifteen (15) days of receipt of a detailed bill with a certification from Landlord pursuant to N.J.S.A. 40A:5-16.

All costs associated with such changes shall be paid for by the Tenant and shall be paid to the Landlord in advance of the commencement of the work. Any changes requested by Tenant shall comply with all of the following provisions: (i) the fair market value of the Leased Premises shall

{00510239.DOCX 7 }

not be lessened as a result of any such change, nor shall the structural integrity of the Leased Premises be impaired; (ii) the Change and any changes theretofore made or thereafter to be made shall not in the aggregate reduce the gross floor area of the Improvements, nor shall any such change materially adversely affect access to the Improvements; (iii) the change shall be performed in a good and workmanlike manner, and shall be expeditiously completed in compliance with all Legal Requirements, (iv) all work done in connection with any such change shall comply with all Insurance Requirements, (v) Tenant shall pay for all permits and licenses required in connection with any such change; and (vii) all such changes shall be the property of Landlord and shall be subject to this Lease.

(c) If any governmental entity requires changes in the Base Building Work or Fit-Out Work as described in Exhibit "C" hereto, then Landlord shall send written notice to the Tenant of the changes in, additions to and omissions from the Work to be performed under this Lease/Purchase Agreement and provide Tenant with any price adjustment for same. All Government Entity required changes shall be approved by Landlord and Lender prior to commencement of the Work. Any claim for adjustment of the Lease/Purchase Agreement must be made in writing and received by the Tenant within Ten (10) calendar days from the date the Landlord is informed of the need for a change by any governmental entity with authority over this project. Along with the notice to Tenant, Landlord shall include written confirmation from the governmental entity requiring such change. Within five (5) days of receipt of the notice of change, Tenant shall provide written notice to the Landlord authorizing the performance of the Work. Landlord shall promptly proceed with the performance of this Lease/Purchase Agreement as so changed. All costs associated with such changes shall be borne by the Tenant upon providing the Landlord with written authorization to proceed with the Work as so changed. The Tenant shall, with written notice to Landlord, place funding for same equal to the amount of the approved Change Order in a separate account exclusively for payment of the Change Order Work. Payment of the Change Order Work shall be paid by Tenant to Landlord within fifteen (15) days of receipt of a detailed bill with a certification from Landlord pursuant to N.J.S.A. 40A:5-16.

12. **CONDEMNATION.** (a) Immediately upon obtaining knowledge of the institution of any proceeding for Condemnation, Tenant shall notify Landlord and Lender thereof and Landlord and Lender shall be entitled to participate in any Condemnation proceeding at Tenant's expense. Landlord and Lender, immediately upon obtaining knowledge of the institution of any proceeding for Condemnation, shall notify Tenant thereof and Tenant shall have the right to participate in such proceedings at its own expense. Subject to the provisions of this Paragraph 12 and Paragraph 15, Tenant hereby irrevocably assigns to Lender or to Landlord, in that order, any award or payment in respect of any Condemnation, except that Tenant does not assign to Lender or to Landlord any award or payment on account of Tenant's Trade Fixtures or other tangible personal property, moving expenses and similar claims, if available, to the extent Tenant shall have a right to make a separate claim therefor against the condemnor; it being agreed, however, that Tenant shall in no event be entitled to any payment that reduces the award or payment to which either Lender or Landlord is or would be entitled for the Condemnation.

(b) Subject to the requirements of Paragraph 15, the Net Award of such Condemnation shall be retained by Lender, if any, or, if no Lender, then Landlord and, promptly after such Condemnation, Tenant shall commence and diligently continue to perform the Restoration whether or not the Net Award shall be sufficient to do so. Upon the payment to Lender or Landlord of the Net Award of a Taking which falls within the provisions of this subparagraph (b), Landlord and Lender shall, to the extent received, make that portion of the Net Award equal to the cost of Restoration (the "**Restoration Award**") available to Tenant for Restoration, in accordance with the provisions of Paragraph 15 (as if Landlord or Lender were acting as Trustee and the Restoration Award were the Restoration Fund) and the balance remaining (the "**Net Surplus Award**") shall be the property of Lender or Landlord, in that order, and shall be applied, at Lender's or Landlord's option, in that order, as follows: Tenant shall receive that portion of the Net Surplus Award equal to the present value (calculated at a discount rate of 12%) of the reductions in the Basic Rent that would have occurred had Lender or Landlord, as the case may be, elected to retain the entire Net Surplus Award and give Tenant a reduction in Basic Rent in the same proportion as the percentage of the building area subject to the Taking; that portion of the Net Surplus Award in excess of the amount so received by Tenant shall be retained by Lender, if

{00510239.DOCX 7 }

any, or, if no Lender, then Landlord; and the Basic Rent shall not be reduced.

(c) In the event of a Requisition of any of the Leased Premises, Landlord shall apply the Net Award of such Requisition, to the extent available, to the installments of Basic Rent, Additional Rent or other sums payable by Tenant hereunder thereafter payable and Tenant shall pay any and all unpaid balance remaining thereafter. Upon the expiration of the Term, any portion of such Net Award that shall not previously have been credited to Tenant on account of the Basic Rent and Additional Rent shall be retained by Landlord.

(d) Except with respect to an award or payment to which Tenant is entitled pursuant to the foregoing provisions of this Paragraph 12, no agreement with any condemnor in settlement of or under threat of any Condemnation shall be made by either Landlord or Tenant without the written consent of the other, and of Lender, if the Leased Premises are then subject to a Mortgage, which consent shall not be unreasonably withheld or delayed provided such award or payment is applied in accordance with this Lease.

13. **INSURANCE.** (a) Tenant shall maintain at its sole cost and expense the following insurance on the Leased Premises during the Term of this Lease:

(i) Insurance against loss or damage to the Improvements under an ISO "Special Form" Policy (or its equivalent) which shall include terrorism insurance, flood insurance (if the Leased Premises are in a flood zone) and earthquake insurance (if customarily required by lenders for property similar to, and in an area which has a similar earthquake potential as, the Leased Premises), and which may otherwise contain other exclusions if endorsements providing insurance for such exclusions are either not available or cannot be obtained at a commercially reasonable premium, in amounts to prevent Landlord or Tenant from becoming a co-insurer under the applicable policies, and in any event in amounts not less than 100% of the full, actual replacement cost of the Improvements (excluding footings and foundations and parts of the Improvements which are not insurable) and which may contain a deductible of not more than \$150,000.

(ii) Contractual and commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about any of the Leased Premises or the Adjoining Property, which insurance shall be written on a so-called "occurrence basis," and shall provide minimum protection with a combined single limit in an amount not less than \$5,000,000 (or in such increased limits from time to time to reflect declines from the date hereof in the purchasing power of the dollar as Landlord or Lender may reasonably request) and which may contain a deductible of not more than \$50,000.

(iii) Worker's compensation insurance covering all persons employed by Tenant on the Leased Premises in connection with any work done on or about any of the Leased Premises.

(iv) Pollution legal liability, on a claims-made policy form, with limits of \$10,000,000 for each incident and \$15,000,000 in the aggregate (as of each annual policy renewal date), with a deductible of not more than \$100,000 per incident with respect to the Leased Premises (including the Motor Fuels Equipment), providing coverage for on-site clean-up expenses and third party claims arising out of pollution conditions, as set forth in the form of policy provided to Landlord prior to the Commencement Date.

(v) Rental loss insurance covering a period of 18 months in an amount equal to all Basic Rent and Additional Rent payable under this Lease over the immediately following 18-month period; the amount of such rental loss insurance shall be increased from time to time as and when Basic Rent and/or Additional Rent payable under this Lease increases.

(vi) If terrorism insurance is unavailable under the type of policy described in Section 13(a)(i) above, the Tenant shall obtain a separate all risk terrorism policy covering the Leased Premises in an amount not less than the actual replacement cost of the Improvements and which may contain a deductible of not more than \$50,000.

(b) The insurance required by Paragraph 13(a) shall be written by companies having a claim rating ability of not worse than AA from S&P. All companies providing

insurance required by Paragraph 13(a) shall be authorized to do an insurance business in the State or otherwise agreed to by Landlord and Lender. The insurance policies shall be for a term of not less than one year, and shall (except for worker's compensation insurance and the insurance required under Paragraph 13(a)(i) above) name Landlord, Tenant and any Lender as additional insured parties, as their respective interests may appear and shall name Lender, if any, as mortgagee and loss payee on the insurance required under Paragraph 13(a)(i) above. If said insurance or any part thereof shall expire, be withdrawn, become void by breach of any condition thereof by Tenant or become void for any other reason or should the insurer's rating decrease to a rating worse than AA from S&P as required above, Tenant shall immediately obtain new or additional insurance that satisfies the requirements of this Lease.

(c) Each insurance policy referred to above shall, to the extent applicable, contain standard non-contributory mortgagee clauses in favor of any Lender. As evidence of the insurance specified in Paragraph 13(a)(i),(iv), (v) and (vi), required to be maintained by Tenant, Tenant shall deliver to Landlord and Lender an ACORD 28 (2003) Evidence of Property Insurance or other certificate providing at least the same assurances (or, if limited by Legal Requirements, then a certificate providing as many of the same assurances as allowed by applicable law). As evidence of the insurance specified in Paragraph 13(a)(ii) and (iii), required to be maintained by Tenant, Tenant shall deliver to Landlord and Lender an ACORD 25 Certificate of Insurance or other certificate providing at least the same assurances. Each such ACORD certificate shall provide that the insurance company will give Landlord and Lender at least 30 days written notice prior to the termination or cancellation of, or changes to, the policy. Each policy required to be carried by Tenant shall also provide that any loss otherwise payable thereunder shall be payable notwithstanding (i) any act or omission of Landlord or Tenant which might, absent such provision, result in a forfeiture of all or a part of such insurance payment, (ii) the occupation or use of any of the Leased Premises for purposes more hazardous than permitted by the provisions of such policy, (iii) any foreclosure or other action or proceeding taken by any Lender pursuant to any provision of the Mortgage upon the happening of an event of default therein, or (iv) any change in title or ownership of any of the Leased Premises. If requested by Lender, Tenant shall deliver a copy of the requested insurance policy to Lender.

{00510239.DOCX 7 }

(d) Tenant shall pay, at least thirty (30) days before they become due, all premiums for the insurance required by this Paragraph 13, shall renew or replace each policy and shall deliver to Landlord and Lender, the appropriate assurances for such renewals or replacements in accordance with the provisions of this Paragraph 13 at least thirty (30) days before expiration of the then-effective coverage. In the event of Tenant's failure to maintain any of the insurance required by this Paragraph 13, Landlord or Lender shall be entitled to procure such insurance. Any sums expended by Landlord or Lender in procuring such insurance shall be Additional Rent and shall be repaid by Tenant, together with interest thereon at the Default Rate, from the time of payment by Landlord or Lender until fully repaid by Tenant immediately upon written demand therefor by Landlord or Lender, as the case may be.

(e) Anything in this Paragraph 13 to the contrary notwithstanding, any insurance which Tenant is required to obtain pursuant to Paragraph 13(a) may be carried under a "blanket" policy or policies covering other properties or liabilities of Tenant, provided that such "blanket" policy or policies shall specifically allocate to the Leased Premises the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate policy insuring only the Leased Premises in compliance with the provisions of this Paragraph 13. In the event any such insurance is carried under a blanket policy, Tenant shall deliver to Landlord and Lender upon request a certified copy of those provisions of the blanket policy that pertain to the Leased Premises to evidence the issuance and effectiveness of the policy, the amount and character of the coverage with respect to the Leased Premises and the presence in the policy of provisions of the character required in the above sections of this Paragraph 13.

(f) Tenant hereby waives any and all rights of recovery against Landlord and Lender, or against their respective officers, employees, agents or representatives, for loss of or damage to property or the property of others under its control, if such loss or damage is covered by any insurance policy (whether or not described in this Lease) in force, or required by the terms of this Lease to be in force at the time of such loss or damage. Tenant shall obtain for the benefit of Landlord and Lender on any property insurance policy required hereunder a waiver of any right of subrogation which the insurer might otherwise acquire against Landlord or Lender (or such

{00510239.DOCX 7 }

party's officers, employees, agents or representatives) by virtue of the payment of any loss covered by insurance or otherwise.

14. **DAMAGE, DESTRUCTION.** (a) In the event of any casualty loss exceeding \$150,000, Tenant shall give Landlord and Lender immediate notice thereof. Tenant shall adjust and compromise any and all such claims, with the consent of Lender and Landlord, not to be unreasonably withheld or delayed and Landlord and Lender shall have the right to join with Tenant therein. All proceeds shall be paid to a Trustee which shall be a federally insured bank or other financial institution, selected by Landlord and Tenant and reasonably satisfactory to Lender (the "**Trustee**"). If the Leased Premises shall be covered by a Mortgage, Lender, if it so desires, shall be the Trustee. Each insurer is hereby authorized and directed to make payment under said policies directly to such Trustee instead of to Landlord and Tenant jointly; and Tenant hereby appoints such Trustee as Tenant's attorney-in-fact to endorse any draft therefor for the purposes set forth in this Lease after approval by Tenant of such Trustee, if Trustee is other than Lender, such approval not to be unreasonably withheld or delayed.

(b) In the event of any casualty (whether or not insured against) resulting in damage to the Leased Premises or any part thereof, the Term shall nevertheless continue and there shall be no abatement or reduction of Basic Rent, Additional Rent or any other sums payable by Tenant hereunder. The Net Proceeds of such insurance payment shall be retained by the above-mentioned Trustee and, promptly after such casualty, Tenant shall commence and diligently continue to perform the Restoration to the Leased Premises. Upon payment to the Trustee of such Net Proceeds, the Trustee shall, to the extent available, make the Net Proceeds available to Tenant for restoration, in accordance with the provisions of Paragraph 15. Tenant shall, whether or not the Net Proceeds are sufficient for the purpose, promptly repair or replace the Improvements as nearly as possible to their value and condition and character immediately prior to such event and otherwise in accordance with all Insurance Requirements and Legal Requirements and the provisions of this Lease (including Tenant's making any desired Alterations allowed hereunder) and the Net Proceeds of such loss shall thereupon be payable to Tenant, subject to the provisions of Paragraph 15 hereof.

(c) In the event that any damage or destruction shall occur at such time as Tenant shall not have maintained insurance in accordance with Paragraph 13(a)(i), or if such insurance is maintained with a deductible permitted by this Lease, Tenant shall pay to the Trustee the amount of the proceeds that would have been payable had such insurance program been in effect or the amount of the deductible, as the case may be (the "**Tenant Insurance Payment**").

15. **RESTORATION.** The Net Proceeds and Tenant Insurance Payment (the aggregate of which and any interest thereon being herein defined as the "**Restoration Fund**") paid to the Trustee shall be disbursed by the Trustee in accordance with the following conditions:

(a) At the time of any disbursement, no Event of Default shall exist and no mechanics' or materialmen's liens shall have been filed and remain undischarged and unbonded.

(b) If the cost of Restoration exceeds \$150,000, prior to commencement of the Restoration, the architects, contracts, contractors and plans and specifications for the Restoration shall have been approved by Landlord and Lender, which approval shall not be unreasonably withheld or delayed.

(c) Each request for disbursement shall be accompanied by a certificate of Tenant, signed by Tenant's architect or other professional designated by Tenant, describing the completed work for which payment is requested, stating the cost incurred in connection therewith and stating that Tenant has not previously received payment for such work and the certificate to be delivered by Tenant upon completion of the work shall, in addition, state that the work has been completed and complies with the applicable requirements of this Lease and all Legal Requirements and Insurance Requirements.

(d) Disbursements shall be made from time to time in an amount not exceeding the cost of the work completed since the last disbursement upon receipt by Landlord and Lender of (1) satisfactory evidence, including architects' certificates, of the stage of completion, of the estimated cost of completion and of performance of the work to date in a good and workmanlike manner in accordance with the contracts and plans and specifications approved

by Landlord and Lender, (2) waivers of liens, (3) a satisfactory bring down of title insurance, and (4) other evidence of cost and payment so that Landlord and Lender can verify that the amounts disbursed from time to time are represented by work that is completed in place and free and clear of mechanics' liens and mechanics' lien enforcement actions.

(e) The Trustee, at Landlord's or Lender's election, shall retain ten (10%) percent from each disbursement of the Restoration Fund until the Restoration is fully completed and the Leased Premises are available for their intended use, in the reasonable judgment of the Lender, including the issuance of any necessary certificate of occupancy.

(f) Prior to commencement of Restoration and at any time during Restoration, if the estimated cost of Restoration, as reasonably determined by Landlord or Lender, exceeds the amount of the Restoration Fund, the amount of such excess shall be paid by Tenant to the Trustee to be added to the Restoration Fund prior to any further disbursement or Tenant shall fund at its own expense the costs of such Restoration until the remaining Restoration Fund is sufficient for the completion of the Restoration. Except for the payment to Landlord or Lender of the Net Surplus Award, referred to in Paragraph 12(b), any sum in the Restoration Fund which remains in the Restoration Fund upon the completion of Restoration shall be paid to Tenant.

(g) If Tenant does not diligently pursue the completion of the Restoration to the satisfaction of Landlord, Landlord shall have the right to give written Notice to Tenant, which notice shall specify the exact reason(s) Landlord maintains that Tenant is not pursuing the completion of the Restoration (the "**Restoration Notice**"). Upon receipt of the Restoration Notice, Tenant shall have thirty (30) days to either: (i) cure the deficiencies specified in the Restoration Notice, or if such deficiency cannot be cured within such period of thirty (30) days, such period shall be extended for such longer time as reasonably necessary provided that Tenant has commenced to cure such deficiency within said period of thirty (30) days and is actively, diligently and in good faith proceeding with continuity to remedy such failure; or (ii) demonstrate to Landlord in writing, with sufficient supporting documentation attached, that to the extent that Tenant is not hampered by a legal impediment not caused by Tenant (which shall include, without

limitation, delays or stoppages caused by delays in the permitting process), Tenant is actively, diligently, and in good faith proceeding with continuity to complete the Restoration. If Tenant fails to do either of the preceding within such thirty (30) day period, Landlord shall have the right (without limiting its right to exercise its rights and remedies under Paragraphs 19 and 20) to take over control of the Restoration, in which event Landlord shall have access to the Restoration Fund to perform such Restoration. In such event, any sum which remains in the Restoration Fund upon the completion of the Restoration shall be paid to Landlord.

16. **SUBORDINATION TO FINANCING.** (a) Subject to the following provisions of this Paragraph 16(a), Tenant agrees that this Lease shall, upon Landlord's and Lender's (if any) written request, be subject and subordinate to the lien of any Mortgage, and Tenant agrees, upon demand, without cost to Landlord or Lender, to execute instruments as may be required to further effectuate or confirm such subordination. So long as no Event of Default shall be outstanding, Tenant's tenancy shall not be disturbed, nor shall this Lease be affected by any default under such Mortgage, and in the event of a foreclosure or other enforcement of any such Mortgage, or sale in lieu thereof, the purchaser at such foreclosure sale or pursuant to a deed in lieu thereof shall be bound to Tenant for the Term of this Lease and any extensions thereof, the rights of Tenant hereunder shall expressly survive, and this Lease shall in all respects continue in full force and effect so long as no Event of Default by Tenant has occurred and is continuing. So long as no Event of Default by Tenant has occurred and is continuing, Tenant shall not be named as a party defendant in any such foreclosure suit, except as may be required by Legal Requirements. Any Mortgage to which this Lease is now or hereafter subordinate shall provide, in effect, that during the time this Lease is in force all insurance proceeds and condemnation awards shall be permitted to be used for restoration in accordance with the provisions of this Lease.

(b) Notwithstanding the provisions of subdivision (a) of this Paragraph 16, the holder of the Mortgage to which this Lease is subject and subordinate, as provided in said subdivision (a), shall have the right, at its sole option, at any time, to subordinate and subject the Mortgage, in whole or in part, to this Lease by recording a unilateral declaration to such effect.

(c) At any time prior to the expiration of the Term, Tenant agrees, at the election and upon demand of any owner of the Leased Premises, or of Lender who has granted non-disturbance to Tenant pursuant to Paragraph 16(a) above, to attorn, from time to time, to any such owner or Lender, upon the then executory terms and conditions of this Lease, for the remainder of the term originally demised in this Lease and for any renewal term, provided that such owner or Lender shall then be entitled to possession of the Leased Premises subject to the provisions of this Lease. The provisions of this subdivision (c) shall inure to the benefit of any such owner or Lender, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the foreclosure of the Mortgage, shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions.

(d) Each of Tenant and Landlord agrees that, if requested by the other, each shall, without charge, enter into (i) a Subordination, Non-Disturbance and Attornment Agreement reasonably requested by Lender, provided such agreement contains provisions relating to non-disturbance in accordance with the provisions of subparagraph (a), and (ii) an agreement with Lender whereby Tenant shall agree for the benefit of Lender that Tenant will not, without in each case the prior written consent of Lender, (a) amend, modify, cancel or surrender the term of this Lease except as expressly permitted by the provisions of this Lease, or enter into any agreement with Landlord so to do, or (b) pay any installment of Basic Rent more than one (1) month in advance of the due date thereof or otherwise than in the manner provided for in this Lease.

17. **ASSIGNMENT, SUBLEASING.** (a) Tenant may not assign its interest in this Lease. Tenant may sublease any portion(s) of the Leased Premises with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. No sublease shall relieve Tenant of its obligations hereunder, which shall continue as the obligations of a principal and not as the obligations of a surety or a guarantor. Notwithstanding any merger, consolidation or sale (i) of the Tenant, (ii) of any parent, subsidiary or affiliate of the Tenant or (iii) of any or all of the assets of the Tenant or any parent, subsidiary or affiliate of the Tenant, the Tenant (and any successor of the Tenant by such merger, sale or consolidation) shall continue to be obligated for all

{00510239.DOCX 7 }

of the Tenant's obligations hereunder without any abatement, diminution, set-off, reduction, rebate, termination, or decrease. The joint and several liability of Tenant named herein and any immediate and remote successor in interest of Tenant, and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (i) agreement which modifies any of the rights or obligations of the parties under this Lease, (ii) stipulation which extends the time within which an obligation under this Lease is to be performed, (iii) waiver of the performance of an obligation required under this Lease, or (iv) failure to enforce any of the obligations set forth in this Lease, unless in each case, the same has been consented to by Landlord and Lender.

(b) Each sublease of the Leased Premises or any part thereof shall be subject and subordinate to the provisions of this Lease, and a duplicate original thereof shall be delivered to Landlord and Lender within fifteen (15) days after the execution and delivery of such sublease. Actions affecting the Leased Premises by the subtenant (including, but not limited to, a holding over by a subtenant after the expiration or sooner termination of this Lease) shall also be deemed actions taken by Tenant.

(c) Upon the occurrence of an Event of Default under this Lease, Landlord shall have the right to collect and enjoy all rents and other sums of money payable under any sublease of any of the Leased Premises, and Tenant hereby irrevocably and unconditionally assigns such rents and money to Landlord, which assignment may be exercised upon and after (but not before) the occurrence of an Event of Default. All subleases shall provide that upon notice from Landlord and/or Lender of an Event of Default, all rent due under such sublease shall be paid as so directed.

(d) In the event of a termination of this Lease, any subtenant of the Leased Premises shall, at the option of Landlord or Lender, exercisable within thirty (30) days after such termination, attorn to Landlord. Each subtenant who hereafter takes an interest in the Leased Premises shall be deemed to have agreed to the provisions of this Paragraph 17(d). Tenant covenants that each sublease of the Leased Premises hereafter executed shall contain a clause

expressly providing that the subtenant thereunder shall attorn to Landlord, upon request of Landlord or Lender, in the event of a termination of this Lease, but the absence of such a clause from any sublease shall not relieve the subtenant from the provisions of this Paragraph 17(d). In the event Landlord and Lender expressly waive such right of attornment or do not timely exercise the option to have a subtenant attorn as aforesaid, such sublease shall automatically terminate.

18. **PERMITTED CONTESTS.** Notwithstanding any provision of this Lease to the contrary, after prior Notice to Landlord and Lender, Tenant shall not be required to (i) pay any Tax or (ii) comply with any Legal Requirement, so long as Tenant shall contest, in good faith and at its expense, the existence, the amount or the validity thereof, the amount of the damages caused thereby, or the extent of its or Landlord's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (a) the collection of, or other realization upon, the Tax so contested, (b) the sale, forfeiture or loss of any of the Leased Premises, any Basic Rent or any Additional Rent to satisfy the same or to pay any damages caused by the violation of the same, (c) any interference with the use, occupancy, sale or financing of any of the Leased Premises, (d) any interference with the payment of any Basic Rent or any Additional Rent, and (e) the cancellation of any fire or other insurance policy. In no event shall Tenant pursue any contest with respect to any Tax or Legal Requirement referred to above in such manner that exposes Landlord, Tenant or Lender, to any criminal or civil liability, penalty or sanction. Tenant shall provide Lender or Landlord in that order, as security for such contest, an amount of cash or unconditional letter of credit (in such form and issued by an institutional lender reasonably acceptable to Landlord and Lender) equal to 125% of the amount being contested. While any such proceedings are pending and the required security is held by Lender or Landlord, in that order, Lender or Landlord, as the case may be, shall not have the right to pay, remove or cause to be discharged the Tax or Legal Requirement thereby being contested unless Landlord or Lender reasonably believes that any one or more of the conditions in subdivisions (a) through (e) shall not be prevented during the pendency of the contest. Tenant further agrees that each such contest shall be promptly and diligently prosecuted to a final conclusion, except that Tenant shall, so long as all of the conditions of the first sentence of this Paragraph 18 are at all times complied with, have the right to attempt to settle or compromise such contest through negotiations. Tenant shall pay any and all judgments, decrees

{00510239.DOCX 7 }

and costs (including all attorneys' fees and expenses) in connection with any such contest and shall, promptly after the final determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, together with all penalties, fines, interest, costs and expenses thereof or in connection therewith, and perform all acts the performance of which shall be ordered or decreed as a result thereof.

19. **DEFAULT.** The occurrence of any one or more of the following events shall constitute an Event of Default under this Lease:

(a) Tenant's failure to make any payment of Basic Rent when due which continues unremedied for a period of three (3) days; provided, however, Tenant shall not be entitled to an opportunity to cure such default if Tenant has failed to make Basic Rent payments on or before the date when due on two (2) or more occasions within the previous twelve (12) month period.

(b) Tenant's failure to make payment of Additional Rent or other sum herein required to be paid by Tenant and such default shall continue for a period of ten (10) days after notice by Landlord or Lender to Tenant.

(c) Tenant's failure to duly perform and observe the provisions of Paragraph 22(b) and such default shall continue for a period of five (5) days after notice by Landlord or Lender to Tenant.

(d) Tenant's failure to duly perform and observe, or Tenant's violation or breach of, any other provision hereof if such failure shall continue for a period of thirty (30) days after notice thereof from Landlord or Lender, or if such failure cannot be cured within such period of thirty (30) days, such period shall be extended for such longer time as reasonably necessary (not to exceed a total of ninety (90) days) provided that Tenant has commenced to cure such default within said period of thirty (30) days and is actively, diligently and in good faith proceeding with continuity to remedy such failure. Tenant agrees that after receiving any such notice of default

referred to above in this subparagraph (d), Tenant shall, upon request of Landlord or Lender, advise the requesting party of Tenant's progress in curing such default.

(e) Tenant becomes insolvent within the meaning of the United States Bankruptcy Code, as amended (the "**Code**"), files or notifies Landlord that it intends to file a petition under the Code, initiates a proceeding under any similar law or statute relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (any of the foregoing hereinafter referred to as, an "**Action**"), becomes the subject of either a petition under the Code or an Action, or is not generally paying its debts as the same become due.

(f) A court shall enter an order, judgment or decree appointing a receiver or trustee for it or for any of the Leased Premises or approving a petition filed against Tenant which seeks relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, and such order, judgment or decree shall remain in force, undischarged or unstayed, sixty (60) days after it is entered.

(g) Tenant shall be liquidated or dissolved or shall begin proceedings towards its liquidation or dissolution, or shall, in any manner, permit the divestiture of all or substantially all of its assets other than in connection with a merger or consolidation of Tenant, as the case may be, into, or a sale of all or substantially all of Tenant's assets to, another corporation provided that the survivor of such merger or consolidation, or the purchaser of such assets, shall assume all of Tenant's obligations under this Lease by a written instrument, in form and substance satisfactory to Landlord and Lender, accompanied by an opinion of counsel, satisfactory to Landlord and Lender, stating that such instrument of assumption is valid, binding and enforceable against the parties thereto in accordance with its terms, and provided further that, immediately after giving effect to any such merger or consolidation or sale of such assets, the survivor of such merger or consolidation, or the purchaser of such assets, as the case may be, shall have a consolidated tangible net worth equal or greater than that of Tenant, as the case may be, immediately prior to such merger or consolidation or sale of such assets, as the case may be.

(h) The estate or interest of Tenant in any of the Leased Premises shall

{00510239.DOCX 7 }

be levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred or such process shall not be vacated or discharged within sixty (60) days after such levy or attachment.

Tenant acknowledges and agrees that all notice periods provided in this Paragraph 19 are in lieu of, and not in addition to, any notice periods provided by law.

20. **LANDLORD'S REMEDIES.** After the occurrence of an Event of Default by Tenant, Landlord shall have the right to exercise the following remedies:

(a) Landlord may, at its option, continue this Lease in full force and effect, without terminating Tenant's right to possession of the Leased Premises, in which event Landlord shall have the right to collect Basic Rent, Additional Rent and all other charges when due. In the alternative, Landlord shall have the right to peaceably re-enter the Leased Premises on the terms set forth in subparagraph (b) below, but without such re-entry being deemed a termination of the Lease or an acceptance by Landlord of a surrender thereof. Landlord shall also have the right, at its option, from time to time, without terminating this Lease, to relet the Leased Premises, or any part thereof, with or without legal process, as the agent, and for the account, of Tenant upon such terms and conditions as Landlord may deem advisable (which terms may be materially different from the terms of this Lease), in which event the rents received on such reletting shall be applied (i) first to the reasonable and actual expenses of such reletting and collection, including without limitation necessary renovation and alterations of the Leased Premises, reasonable and actual attorneys' fees and any reasonable and actual real estate commissions paid, and (ii) thereafter toward payment of all sums due or to become due Landlord hereunder. If a sufficient amount to pay such expenses and sums shall not be realized or secured, then Tenant shall pay Landlord any such deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise. Landlord shall not, in any event, be required to pay Tenant any sums received by Landlord on a reletting of the Leased Premises in excess of the rent provided in this Lease, but such excess shall reduce any accrued present or future obligations of Tenant hereunder. Landlord's re-entry and reletting of the Leased Premises without termination

of this Lease shall not preclude Landlord from subsequently terminating this Lease as set forth below.

(b) Landlord may terminate this Lease by written notice to Tenant specifying a date therefor, which shall be no sooner than ten (10) days following notice to Tenant, and this Lease shall then terminate on the date so specified as if such date had been originally fixed as the expiration date of the Term. In the event of such termination, Landlord shall be entitled to recover from Tenant the worth at the time of the payment by Tenant of all of the following:

(i) Any obligation which has accrued prior to the date of termination, plus,

(ii) The amount of unpaid Basic Rent, Additional Rent and all other charges which would have accrued after termination until the time of the payment by Tenant, plus,

(iii) The amount by which the unpaid Basic Rent and Additional Rent for the balance of the Term (excluding any option periods not previously exercised) exceeds the fair and reasonable rental value of the Leased Premises for such period (taking into account, among other factors, the anticipated duration that the Leased Premises would be unoccupied prior to reletting and the anticipated costs of reletting the Leased Premises, including those types of costs set forth in (a)(i) above).

As used in this Paragraph 20(b), the term, "worth at the time of the payment", shall be computed by allowing simple interest at the Default Rate on the obligations referred to in clauses (i) and (ii) of this Paragraph 20(b), and employing a discount rate equal to 4% on the obligations referred to in clause (iii) of this Paragraph 20(b), on the amount of the obligations payable on the date of such calculation. In the event this Lease shall be terminated as provided above, by summary proceedings or otherwise, Landlord, its agents, servants or representatives may immediately or at any time thereafter peaceably re-enter and resume possession of the Leased Premises and remove all persons and property therefrom, by summary dispossession or similar proceedings.

(c) Tenant agrees that neither Landlord nor Lender shall have any obligation to mitigate damages hereunder following a termination of this Lease due to an Event of Default, and in any action or claim by Landlord or Lender against Tenant due to breach of this Lease following an Event of Default the amount of damages to which Landlord and/or Lender may be entitled shall not be reduced to reflect any loss which Landlord or Lender may be able to recover by reletting of the Leased Premises or other efforts at mitigation. To the extent that applicable law requires Landlord to mitigate damages, Tenant agrees that it shall have the burden of proving the amount of damages which Landlord and/or Lender may be able to recover by mitigation and that Landlord shall have no obligation to subdivide the Leased Premises or to lease the Leased Premises other than on a triple net basis to a tenant whose long term debt is rated at least investment grade by Standard & Poor's Corporation.

(d) Landlord may recover from Tenant, and Tenant shall pay to Landlord upon demand, as Additional Rent, such reasonable and actual expenses as Landlord may incur in recovering possession of the Leased Premises, placing the same in good order and condition and repairing the same for reletting, and all other reasonable and actual expenses, commissions and charges incurred by Landlord in exercising any remedy provided herein or as a result of any Event of Default by Tenant hereunder (including without limitation attorneys' fees).

(e) Except as provided in Paragraph 9(b) or 13(d), at any time upon prior notice to Tenant, Landlord and Lender shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the failure or neglect of Tenant to comply with any of its obligations under this Lease (Landlord and Lender shall not, however, exercise any such rights unless the failure or neglect shall have ripened into an Event of Default), and in the event of the exercise of such right by Landlord or Lender, Tenant agrees to pay to Landlord or Lender forthwith upon demand, as Additional Rent, all such sums including reasonable attorneys' fees, together with interest thereon at the Default Rate.

(f) The various rights and remedies reserved to Landlord herein are

cumulative, the rights and remedies described in Paragraph 20(a)-(e) shall survive termination of this Lease and Landlord may pursue any and all such rights and remedies and any other available to Landlord under applicable law or equity, whether at the same time or otherwise (to the extent not inconsistent with specific provisions of this Lease). To the extent permitted under applicable law, Landlord expressly reserves its right to forcibly dispossess Tenant from the Leased Premises, whether peaceably or otherwise, without judicial process.

21. **NOTICES.** All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Lease (collectively "**Notice**" or "**Notices**") shall be in writing and shall be deemed to have been given for all purposes (i) three (3) days after having been sent by United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address as stated below, or (ii) one (1) day after having been sent by Federal Express, United Parcel Service or other nationally recognized air courier service, to the Addresses stated below:

- (a) If to Landlord, at the address set forth on the first page of this Lease.
- (b) If to Tenant, at the address set forth on the first page of this Lease.
- (c) If to Lender, at the address provided for such purpose.

If any Lender shall have advised Tenant by Notice in the manner aforesaid that it is the holder of a Mortgage and stating in said Notice its address for the receipt of Notices, then simultaneously with the giving of any Notice by Tenant to Landlord, Tenant shall serve one or more copies of such Notice upon Lender in the manner aforesaid and no Notice shall be effective unless and until Lender shall be sent a copy thereof. Landlord agrees that Tenant shall be entitled to rely on any such notice from any party who Tenant has been notified by Landlord is a "Lender" hereunder. For the purposes of this Paragraph, any party may substitute its address by giving fifteen days' notice to the other party in the manner provided above.

22. **MEMORANDUM OF LEASE; ESTOPPEL CERTIFICATES.** (a) Tenant shall execute, deliver and record, file or register from time to time all such instruments as may be required by any present or future law in order to evidence the respective interests of Landlord and Tenant in any of the Leased Premises, and shall cause a memorandum of this Lease, and any supplement hereto or to such other instrument, if any, as may be appropriate, to be recorded, filed or registered and re-recorded, refiled or re-registered in such manner and in such places as may be required by any present or future law in order to give public notice and protect the validity of this Lease. In the event of any discrepancy between the provisions of said recorded memorandum of this Lease or any other recorded instrument referring to this Lease and the provisions of this Lease, the provisions of this Lease shall prevail.

(b) Landlord and Tenant shall, at any time and from time to time, upon not less than fifteen (15) days' prior written request by the other (or, in the case of an estoppel certificate requested of either, upon not less than fifteen (15) days' prior written request of Lender), execute, acknowledge and deliver to the other and Lender, if applicable, a statement in writing, executed by Landlord or Tenant by its duly authorized officer thereof certifying (i) that this Lease (a copy of which shall be attached to such statement) is unmodified and in full effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth such modifications), (ii) the dates to which Basic Rent payable hereunder has been paid, (iii) that, to the knowledge of the party executing such certificate, no default by either Landlord or Tenant exists hereunder or specifying each such default of which such party may have knowledge; (iv) the remaining Term hereof; (v) with respect to a certificate signed by Tenant, that to Tenant's knowledge there are no proceedings pending or threatened against Tenant before or by any court or administrative agency which if adversely decided would materially and adversely affect the financial condition and operations of Tenant or if any such proceedings are pending or threatened to said party's knowledge, specifying and describing the same; (vi) with respect to a certificate signed by Tenant, that no rent has been paid under the Lease for more than one (1) month in advance; and (vii) with respect to a certificate signed by Tenant, that to Tenant's knowledge Tenant is in full compliance with all federal, State and local laws, ordinances, rules and regulations affecting its use of the Leased Premises, including but not limited to the handling, storage and

{00510239.DOCX 7 }

disposal of hazardous and/or toxic materials used or generated as a result of its business conducted on or about the Leased Premises. It is intended that any such statements may be relied upon by Lender, the recipient of such statements or their assignees or by any prospective mortgagee, purchaser, or subtenant of the Leased Premises.

23. **SURRENDER AND HOLDING OVER.** Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Leased Premises to Landlord in the condition the Leased Premises are required to be maintained pursuant to the provisions of this Lease except for ordinary wear and tear and damage by fire, casualty or condemnation but only to the extent Tenant is not required to repair the same hereunder. Tenant may remove at Tenant's sole cost and expense from the Leased Premises on or prior to such expiration or earlier termination Trade Fixtures and personal property which are owned by Tenant or third parties other than Landlord, and Tenant at its expense shall, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Trade Fixtures and personal property not so removed at the end of the Term or within fifteen (15) days after the earlier termination of the Term for any reason whatsoever shall become the property of Landlord, and Landlord may thereafter, at Tenant's sole cost and expense, cause such property to be removed from the Leased Premises. Landlord shall not in any manner or to any extent be obligated to reimburse Tenant for any property which becomes the property of Landlord as a result of such expiration or earlier termination. Upon such expiration or earlier termination, no party shall have any further rights or obligations hereunder except as specifically provided herein.

Any holding over by Tenant of the Leased Premises after the expiration or earlier termination of the term of this Lease or any extensions thereof, with the consent of Landlord, shall operate and be construed as tenancy from month to month only, at one hundred fifty percent (150%) of the Basic Rent reserved herein and upon the same terms and conditions as contained in this Lease. Notwithstanding the foregoing, any holding over without Landlord's consent shall entitle Landlord, in addition to collecting Basic Rent at a rate of one hundred fifty percent (150%) thereof, to exercise all rights and remedies provided by law or in equity, including the remedies of Paragraph 20.

{00510239.DOCX 7 }

If to the extent there are any Legal Requirements with respect to the transfer of possession of the Leased Premises from Tenant to Landlord, Tenant shall be obligated to comply therewith and reimburse Landlord for any costs it incurs in connection therewith. The obligations of Tenant and the rights and remedies of Landlord under this Paragraph 23 shall survive the expiration or earlier termination of this Lease.

24. **NO MERGER OF TITLE.** There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in or ownership of any of the Leased Premises by reason of the fact that the same Person may acquire or hold or own, directly or indirectly, (i) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in such leasehold estate and (ii) the fee estate or ownership of any of the Leased Premises or any interest in such fee estate or ownership. No such merger shall occur unless and until all Persons having any interest in (x) this Lease or the leasehold estate created by this Lease and (y) the fee estate in or ownership of the Leased Premises including, without limitation, Lender's interest therein, or any part thereof sought to be merged, shall join in a written instrument effecting such merger and shall duly record the same.

25. **LANDLORD AND LENDER EXCULPATION.** Anything contained herein to the contrary notwithstanding, any claim based on or in respect of any liability of Landlord under this Lease shall be enforced only against the Landlord's interest in the Leased Premises and shall not be enforced against the Landlord individually or personally. Tenant agrees that any assignment by Landlord to Lender of Landlord's interest in this Lease, or the rent, payable hereunder, whether absolute or conditional in nature or otherwise, whether such assignment is made to the Lender solely as additional collateral related to a mortgage or otherwise, and the acceptance thereof by Lender shall never be treated as an assumption by Lender of any obligations of Landlord hereunder unless Lender shall, by notice sent to Tenant, specifically elect, and that Lender shall be treated as having assumed Landlord's obligations hereunder only upon purchase of the Leased Premises pursuant to foreclosure of the Mortgage or by deed in lieu thereof, or other conveyance and then only subject to the limitations set forth in the first sentence hereof. In addition, the parties hereto acknowledge and agree that Landlord may condition any consent or approval required under this Lease on

{00510239.DOCX 7 }

Landlord's receipt of the written consent or approval of Lender if required under the documents relating to the Mortgage.

26. **MATERIALS OF ENVIRONMENTAL CONCERN.** (a) For the purposes of this Paragraph 26, the terms listed below shall have the meanings ascribed herein:

"Environmental Claim" means any claim, action, investigation or written notice by any Person alleging potential liability (including, without limitation, potential liability for Remedial Work, investigatory costs, cleanup costs, governmental response costs, natural resource damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (A) the presence, or release or threatened release of any Materials of Environmental Concern on, in, under, at or emanating from the Leased Premises, or (B) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

"Environmental Laws" shall include all Legal Requirements (along with common law or strict liability provisions, and any judicial or administrative interpretations thereof, including any applicable judicial or administrative orders or judgments) relating to health, safety, industrial hygiene, Materials of Environmental Concern, pollution, the environment, or related matters including, but not limited to each of the following, as enacted as of the date hereof or as hereafter amended; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. §1251 et seq.; the Clean Air act, 42 U.S.C. §7401 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.

"Materials of Environmental Concern" means any hazardous or toxic waste, hazardous or toxic substance, pollutant, contaminant, oil or petroleum product, or other solid, liquid, or gaseous substance or product (i) that is currently or hereafter listed, regulated, or designated as, or is determined to be (in whole or in part), toxic, hazardous, or harmful (or words of similar meaning and regulatory effect), or with respect to which governmental regulatory obligations (including, without limitation, recordkeeping, remedial or closure obligations) may be imposed, under any

{00510239.DOCX 7 }

Environmental Laws, or (ii) exposure to which may pose an environmental, health, or safety threat or hazard. Should any party, including but not limited to, the Landlord, its professionals, contractors, subcontractors or any governmental entity discover any soil on the Leased Premises which is unsuitable for use on the project, Tenant shall be responsible for the cost of removal and replacement of same.

“Regulated Activity” means the use, presence, release or threatened release, discharge, generation, manufacture, recycling, transportation, processing, refinement, treatment, storage, disposal or other handling of Materials of Environmental Concern.

“Remedial Work” means, without limitation, investigation, characterization, testing, sampling, monitoring, removal, response, remedial actions, transportation, disposal, restoration, cleanup, and similar activities.

(b) Tenant represents and warrants to Landlord that neither the Leased Premises, nor any portion thereof, has been used by Tenant or, to the best of Tenant’s knowledge, by any prior owner or tenant for a Regulated Activity except to the extent expressly permitted by the terms of this Paragraph 26(b). Tenant covenants that it (i) will comply, and will cause the Leased Premises to comply, with all Environmental Laws applicable to the Leased Premises; (ii) will not use, and shall prohibit the use of, the Leased Premises for Regulated Activities (other than the storage or handling of Materials of Environmental Concern in connection with operations conducted at the Leased Premises at the commencement of the Term and maintenance of the Leased Premises in the ordinary course of business and in commercially reasonable quantities as a consumer and generator thereof, all subject to compliance with applicable Environmental Laws); (iii) will not install or permit the installation on the Leased Premises of any tanks, pits, sumps or surface impoundments (unless and only to the extent this Lease specifically permits Tenant to do so); (iv) shall respond to the presence of Materials of Environmental Concern on, in or under the Leased Premises in accordance with Paragraph 26(c) of this Lease; *provided, however*, that in the event that Tenant believes that applicable Environmental Laws requires reporting to governmental authorities with respect to the Leased Premises or environmental conditions at the Leased

Premises, it shall first promptly notify Landlord in writing, and the parties shall cooperate in determining whether such requirements apply before any such reporting requirements are addressed; (v) shall cause any Alterations of the Leased Premises to be done in a way which complies with applicable Environmental Laws relating to exposure of persons working on or visiting the Leased Premises to Materials of Environmental Concern and, in connection with any such Alteration, shall remove any Materials of Environmental Concern present upon the Leased Premises which are not in compliance with applicable Environmental Laws or which may present a risk to persons working on or visiting the Leased Premises; (vi) shall not install in the Leased Premises, or permit to be installed in the Leased Premises, asbestos or any asbestos-containing materials in any form that is or could be friable or any other Materials of Environmental Concern that could reasonably be expected to prove a present or future risk to human health or the environment; and (vii) shall cause the Leased Premises to be operated and maintained in such a manner so that mold, other indoor air pollutants, and/or other materials, the exposure to which may pose human health risks, do not present such an exposure risk at the Leased Premises. Additionally, Landlord agrees that Tenant may use household and commercial cleaners and chemicals to maintain the Leased Premises, provided that such use is in compliance with all Environmental Laws. Landlord and Tenant acknowledge that any or all of the cleaners and chemicals described in this Paragraph may constitute Materials of Environmental Concern. However, Tenant may use, handle and store such chemicals and cleaners that are Materials of Environmental Concern provided that in doing so Tenant complies with all Environmental Laws.

(c) If, at any time during the Term, Materials of Environmental Concern shall be found in, on, at, under or emanating from the Leased Premises, then Landlord shall have the option at the Tenant's expense (without cost to Landlord and Lender, except to the extent otherwise provided in Paragraph 26(f) of this Lease) to promptly conduct such Remedial Work as is provided in Paragraph 26(i) of this Lease. Should Landlord determine in its sole discretion that Tenant should conduct such Remedial Work as is provided in Paragraph 26(i) of this Lease then Landlord shall notify Tenant of same in writing within 30 days of discovery of the Materials of Environmental Concern.

(d) Landlord shall provide Tenant with certain Allowances, more specifically set forth in Paragraph 57 of this Lease, which shall include, as a subset thereof, funds to pay for any remedial environmental investigation and remedial work (the "Environmental Allowance") that may be required on the Leased Premises. Tenant shall hire a licensed site remediation professional ("LSRP") who shall approve in writing all remedial investigation and remedial work on the Leased Premises. Landlord shall provide the LSRP in writing with a copy to Tenant of any remedial investigation and/or remedial work required on the Leased Premises. Within five days (5) of receipt of this notice, the LSRP shall either approve or request additional information regarding the remedial investigation or remedial work. Upon written approval by the LSRP, Landlord shall proceed with the approved LSRP remedial investigation and/or remedial work. Should the cost of the remedial investigation and/or remedial work be in excess of the Environmental Allowance, Tenant shall provide the additional funding via a Change Order approved by the LSRP. All Environmental Allowance funds that are not used for remedial investigation or remedial work shall be remitted to the Tenant in accordance with Paragraph 57 of this Lease.

(e) During the Term of this Lease, Tenant shall provide prompt written notice to Landlord and Lender of any of the following matters:

(i) any proceeding or investigation commenced or threatened by any governmental authority with respect to the release, threatened release or presence of any Materials of Environmental Concern affecting the Leased Premises in, on, under, from or migrating towards the Leased Premises;

(ii) any lien, action or notice with respect to the Leased Premises resulting from any violation or alleged violation of Environmental Laws or any proceeding or investigation commenced or threatened by any governmental authority with respect to the presence, suspected presence, release or threatened release of Materials of Environmental Concern from, onto, under, or migrating onto or toward the Leased Premises;

(iii) all written notices of any pending or threatened investigation or claims made or any lawsuit or other legal action or proceeding brought by any Person with respect to the Leased Premises against (A) Tenant or Landlord or the Leased Premises, or (B) any other party occupying the Leased Premises or any portion thereof, in any such case relating to any loss or injury allegedly resulting from any Materials of Environmental Concern or relating to any violation or alleged violation of Environmental Laws; or

(iv) knowledge of the presence of Materials of Environmental Concern in, on, or under the Leased Premises, or any written notice received by Tenant of any occurrence or condition on any real property adjoining or in the vicinity of the Leased Premises, which reasonably could be expected to (A) lead to the Leased Premises or any portion thereof being (x) in violation of any Environmental Laws, (y) subject to any deed recordation or restriction on ownership, occupancy, transferability or use under any Environmental Laws or Legal Requirements, or (z) impacted by Materials of Environmental Concern, including, without limitation, being subject to a remedial obligation under Environmental Laws, or (B) subject Tenant, Landlord, or Lender to any Environmental Claim; and

(v) the commencement of any Remedial Work, the status of the Remedial Work on an ongoing basis, and completion of the Remedial Work.

(f) **Tenant shall be solely responsible for and shall defend, reimburse, indemnify and hold Landlord and Lender, any affiliates of the foregoing, and each of their respective directors, officers, employees, shareholders, members, partners, agents, successors and assigns (including, without limitation, any participants in a loan by Lender) (each such Person being an "Indemnified Party") harmless from and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, investigations, or written notices, including costs and expenses of any kind (including without limitation, diminution in property value and expenses of investigation by engineers, environmental consultants and similar technical personnel and fees and disbursements of counsel), arising out of, in respect of or in connection with (i) Tenant's breach of its**

representations, warranties, covenants or other obligations in this Lease; (ii) the occurrence of any Regulated Activity at, on or under the Leased Premises at any time during or prior to the Term of this Lease; (iii) any Environmental Claim with respect to the Leased Premises against any Indemnified Party or any Person whose liability for such Environmental Claim any Indemnified Party or Tenant has or may have assumed or retained, or may be charged with, either contractually or by operation of law (provided that after the Commencement Date Landlord shall not contractually assume liability for an environmental liability which Landlord would not otherwise have by operation of law without the consent of Tenant); (iv) the release, threatened release or presence of any Materials of Environmental Concern at, on, under, in, emanating from or migrating to or from, the Leased Premises, regardless of how discovered by Tenant, Landlord or any third party, except to the extent that Tenant can demonstrate that such release, threatened release or presence occurred solely subsequent to the Term of this Lease; (v) any Remedial Work required to be performed pursuant to any Environmental Law or the terms hereof with respect to matters arising or occurring prior to or during the Term; (vi) any matters arising under or relating to any Environmental Law and relating to the Tenant, the Leased Premises or activities at the Leased Premises, or (vii) all other direct or indirect consequential damages (including, without limitation, any third party tort claims or governmental claims, fines or penalties). Notwithstanding the foregoing, Tenant shall not be responsible, nor be required to reimburse, indemnify, or hold an Indemnified Party harmless, to the extent that the gross negligence or willful misconduct (which gross negligence or willful misconduct Tenant shall establish) of the Indemnified Party materially contributed to the liability for which Tenant would otherwise be required to reimburse, indemnify or hold harmless under this Paragraph 26(f). Except as otherwise specifically provided herein, the indemnification provisions in this Lease shall be applicable whether or not negligence of an Indemnified Party is alleged or proven irrespective of whether negligence or a strict liability standard may apply.

(g) Upon Landlord's or Lender's request, at any time as Landlord or Lender has reasonable grounds to believe that (i) Materials of Environmental Concern (except to the extent those substances are permitted to be used by Tenant under Paragraph 26(b) in the

{00510239.DOCX 7 }

ordinary course of its business and in compliance with all Environmental Laws) are or have been released, stored or disposed of or are otherwise present under, on, or around the Leased Premises, (ii) the Leased Premises may be in violation of the Environmental Laws, or (iii) the Leased Premises may be subject to a remedial obligation under Environmental Laws, Tenant shall provide, at Tenant's sole cost and expense, an inspection or audit of the Leased Premises prepared by a hydrogeologist or environmental engineer or other appropriate consultant approved by Landlord and Lender indicating whether the Materials of Environmental Concern are present at the Leased Premises; and, if so, the nature and extent of such presence. If Tenant fails to provide such environmental reports within fifteen (15) days after such request, Landlord may, at Tenant's expense, order the same; and Tenant hereby grants to Landlord and Lender and their respective employees and agents access to the Leased Premises upon reasonable notice and a license to undertake such inspection or audit. The foregoing notwithstanding, in the event of an emergency, Landlord or Lender may have any such inspection or audit conducted immediately at Tenant's expense.

(h) Without limiting the foregoing, where indicated by the environmental reports delivered to Landlord in connection with its purchase of the Leased Premises or in any other environmental assessment and where the particular conditions on the Leased Premises which formed the basis for such indication still exist, Tenant shall conduct and pursue to completion Remedial Work as provided in Paragraph 26(i) of this Lease and shall provide documentation as required by Landlord or Lender and access to the Leased Premises upon reasonable notice, by Landlord or Lender, and their respective agents, to review and assess the environmental condition of the Leased Premises.

(i) Consistent with its obligations under Paragraphs 8(a), 26(c), 26(f), and 26(g) of this Lease, Landlord or Tenant, as determined by the Landlord pursuant to Paragraph 26(c), shall conduct Remedial Work to the extent required by Environmental Laws and in compliance with Environmental Laws. Landlord or Tenant, as the case shall be, with approval and concurrence of the other party hereto in writing, will negotiate with the relevant governmental authorities regarding the nature and extent of environmental conditions to be remediated and the

{00510239.DOCX 7 }

work plans and/or remedial action plans to be performed by Tenant. Landlord and Tenant agree to work together to approve cleanup criteria and Remedial Work for the Leased Premises that comply with applicable Environmental Laws and are consistent with (i) the then existing zoning for the Leased Premises, and (ii) the redevelopment of the Leased Premises in the future. If Landlord or Tenant as the case may be, proposes cleanup criteria for soils that would permit contaminants to remain in place and that would require (a) special handling of soils in connection with redevelopment activities, (b) additional cost for offsite disposal of soils, or (c) governmental approval for disturbance of soils following closure, then approval of those cleanup criteria shall be at the sole discretion of the Landlord. If Landlord or Tenant as the case may be proposes cleanup criteria for groundwater that would require a deed restriction or otherwise limit or prohibit the use of groundwater at the Leased Premises, then approval of those cleanup criteria shall be at the sole discretion of the Landlord. All notices under this Section 26(i) shall be in writing from Landlord to Tenant or Tenant to Landlord as the case may be. Any other restrictions proposed to be included as part of a final confirmation of closure issued for all or any part of the Leased Premises must be approved by Landlord, which shall have the right to grant or deny such approval in its sole and absolute discretion. Notwithstanding anything from the contrary herein, Tenant shall remain liable for and indemnify Landlord for all costs associated with any environmental cleanup.

(j) The obligations of Tenant to indemnify Landlord pursuant to Paragraph 26(f) and the rights and remedies of Landlord under Paragraph 26(f) shall survive the expiration or earlier termination of this Lease. Persons indemnified under this Lease will continue to be afforded the protections under this Paragraph 26 notwithstanding the assignment or other transfer of this Lease by such Persons.

(k) If recommended by any environmental assessment or audit of the Leased Premises, Tenant shall establish and comply (or cause to be established and complied) with an operations and maintenance program with respect to the Leased Premises, in form and substance reasonably acceptable to Landlord and Lender, prepared by an environmental consultant reasonably acceptable to Landlord and Lender, which program shall address any asbestos-containing material or lead based paint that may now or in the future be detected at or on the

{00510239.DOCX 7 }

Leased Premises. Without limiting the generality of the preceding sentence, Landlord or Lender may require: (i) periodic notices or reports to Landlord and Lender in form, substance and at such intervals as Landlord or Lender may specify; (ii) an amendment to such operations and maintenance program to address changing circumstances, laws or other matters; (iii) at Tenant's sole expense, supplemental examination of the Leased Premises by consultants specified by Landlord or Lender; (iv) access to the Leased Premises by Landlord and Lender, its agents or servicer, to review and assess the environmental condition of the Leased Premises and Tenant's compliance with any operations and maintenance program; and (v) variation of the operations and maintenance program in response to the reports provided by any such consultants.

27. **ENTRY BY LANDLORD AND LENDER.** Landlord, Lender and their authorized representatives shall have the right upon reasonable notice (which shall be not less than 48 hours except in the case of emergency) to enter the Leased Premises at all reasonable business hours, (and at all other times in the event of an emergency), for (i) the purpose of inspecting the same, including, without limitation, the right to conduct an environmental inspection of the Leased Premises, or for the purpose of doing any work under Paragraph 9, and may take all such action thereon as may be necessary or appropriate for any such purpose (but nothing contained in this Lease or otherwise shall create or imply any duty upon the part of Landlord or Lender to make any such inspection or do any such work), and Tenant shall cooperate with all such inspections, work and/or action; *provided, however*, that if a default has occurred and is continuing, such inspections and work shall be at Tenant's sole cost and expense, and (ii) the purpose of showing the Leased Premises to prospective Lenders. No such entry shall constitute an eviction of Tenant but any such entry shall be done by Landlord and/or Lender in such reasonable manner as to minimize any disruption of Tenant's business operation.

28. **FINANCIAL STATEMENTS.** Unless publicly available, at Landlord or Lender's request, Tenant shall provide the prior fiscal year's annual audited financial statements.

29. **NO USURY.** The intention of the parties being to conform strictly to the usury laws now in force in the State, whenever any provision herein provides for payment by Tenant to

Landlord of interest at a rate in excess of the legal rate permitted to be charged, such rate herein provided to be paid shall be deemed reduced to such legal rate.

30. **BROKER.** Landlord and Tenant represent and warrant to each other that neither party negotiated with any broker in connection with this Lease and that this Lease was negotiated directly by Landlord and Tenant. Each party hereby agrees to indemnify the other against all claims, damages, costs and expenses incurred by the indemnified party as a result of the breach of the foregoing representation or warranty by the indemnifying party.

31. **WAIVER OF LANDLORD'S LIEN.** Landlord hereby waives any right to distrain Trade Fixtures or any property of Tenant and any Landlord's lien or similar lien upon Trade Fixtures and any other property of Tenant regardless of whether such lien is created or otherwise. Landlord agrees, at the request of Tenant, to execute a waiver of any Landlord's or similar lien for the benefit of any present or future holder of a security interest in or lessor of any of Trade Fixtures or any other personal property of Tenant. Landlord acknowledges and agrees in the future to acknowledge (in a written form reasonably satisfactory to Landlord and Tenant) to such Persons at such times and for such purposes as Tenant may reasonably request that Trade Fixtures are Tenant's property and not part of Improvements (regardless of whether or to what extent such Trade Fixtures are affixed to the Improvements) or otherwise subject to the terms of this Lease.

32. **NO WAIVER.** No delay or failure by either party to enforce its rights hereunder shall be construed as a waiver, modification or relinquishment thereof.

33. **SEPARABILITY.** If any term or provision of this Lease or the application thereof to any provision of this Lease or the application thereof to any Person and/or circumstance shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to Persons and/or circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

34. **INDEMNIFICATION.** Tenant agrees to defend, pay, protect, indemnify, save and hold harmless Landlord and Lender, any entity controlled by Landlord or Lender and each of their respective officers, directors, employees, shareholders, agents, members and partners and each of their respective successors and assigns (including, without limitation, any participant, holder of a trust certificate or holder of any beneficial direct or indirect interest in a Loan by Lender), from and against any and all liabilities, losses, damages, penalties, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, arising from (a) any of the Leased Premises or Adjoining Property, (b) the use, non-use, occupancy, ownership, condition, design, construction, maintenance, repair, rebuilding, casualty or condemnation of any of or otherwise relating to, the Leased Premises or Adjoining Property, including, but not limited to, any matter arising under or relating to any Environmental Law, any injury to or death of any person or persons or any loss of or damage to any property, real or personal, in any manner arising therefrom connected therewith or occurring thereon, or (c) any default by Tenant or Event of Default under this Lease (collectively, "**Losses**"), whether or not Landlord or Lender has or should have knowledge or notice thereof, if any, causing or contributing to said Loss and whether or not the event in question arose prior to or after the date of this Lease. In case any action or proceeding is brought against Landlord or Lender by reason of any such Loss, Tenant covenants upon notice from Landlord or Lender to defend Landlord and/or Lender in such action, with the expenses of such defense paid by Tenant, and Landlord or Lender will cooperate and assist in the defense of such action or proceeding if reasonably requested so to do by Tenant. The obligations of Tenant under this Paragraph 34 shall survive the expiration or earlier termination of this Lease.

35. **PERMITTED ENCUMBRANCES.** Tenant agrees that Tenant is obligated to and shall perform all obligations of the owner of the Leased Premises and pay all expenses which the owner of the Leased Premises may be required to pay in accordance with the Permitted Encumbrances. Tenant further covenants and agrees to indemnify, defend and hold harmless Landlord and Lender against any claim, loss or damage suffered by Landlord or Lender by reason of Tenant's failure to perform any obligations or pay any expenses as required under any of the

Permitted Encumbrances or comply with the terms and conditions of any of the Permitted Encumbrances as hereinabove provided during the term of this Lease.

36. **EXPENSES.** Whenever this Lease provides for the reimbursement by Tenant of costs and expenses of Landlord or Lender or any other party, such reimbursement obligation shall be limited to actual, out-of-pocket third-party costs and expenses (including reasonable attorney's fees and expenses). In addition to any other costs payable hereunder by Tenant, Tenant acknowledges and agrees that whenever (i) it makes a request of Landlord and/or Lender or seeks Landlord's and/or Lender's consent or approval to any matter with respect to this Lease, (ii) a casualty or Condemnation occurs or (iii) there is a default by Tenant or Event of Default under this Lease; or (iv) Landlord or Lender incurs expenses in connection with satisfying any obligations of Landlord or Tenant which are required to be performed after the date of this Lease pursuant to any Permitted Encumbrance, Tenant shall pay all reasonable costs and expenses incurred by Landlord and/or the Lender (including without limitation, reasonable attorney's fees and expenses) arising out of the foregoing.

37. **HEADINGS.** The paragraph headings in this Lease are used only for convenience in finding the subject matters and are not part of this Lease or to be used in determining the intent of the parties or otherwise interpreting this Lease.

38. **MODIFICATIONS.** This Lease may be modified, amended, discharged or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. Each of Tenant and Landlord agrees that it will not modify or amend this Lease without the written consent of Lender within any period during which there is a Lender hereunder. In the event of any inconsistent instruction from Landlord and Lender, Tenant shall comply with the instruction of Lender.

39. **SUCCESSORS, ASSIGNS.** The covenants of this Lease shall run with the Land and bind Tenant, the heirs, distributees, personal representatives, successors and permitted assigns of Tenant and all present and subsequent encumbrances and subtenants of any of the Leased Premises, and bind Landlord, its successors and assigns, and inure to the benefit of each of the parties hereto,

{00510239.DOCX 7 }

their respective executors, administrators, heirs, successors and assigns, as the case may be. In the event there is more than one person that composes Tenant, the obligation of each shall be joint and several. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the Leased Premises or holder of the Mortgage in possession at the time in question of the Leased Premises and in the event of any transfer or transfers of the title of the Leased Premises, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then Landlord) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

40. **COUNTERPARTS.** This Lease may be executed in several counterparts, which together shall be deemed one and the same instrument.

41. **TIME OF THE ESSENCE.** Time is of the essence in this Lease and each and every provision hereof in which any date or time is specified.

42. **GOVERNING LAW.** This Lease shall be governed by and construed according to the laws of the State.

43. **LENDER AS THIRD PARTY BENEFICIARY.** Lender shall be deemed a third party beneficiary with respect to all provisions of this Lease that purport to confer benefits upon Lender or impose obligations upon Tenant or Landlord in order to protect the interests of Lender.

44. **INTENTIONALLY LEFT BLANK.**

45. **BANKRUPTCY.** (a) As a material inducement to Landlord executing this Lease, Tenant acknowledges and agrees that Landlord and Lender are each relying upon (i) the financial condition and specific operating experience of Tenant, (ii) Tenant's timely performance of all of its obligations under this Lease notwithstanding the entry of an order for relief under the Code for Tenant, and (iii) in the event of the entry of an order for relief under the Code for Tenant, this Lease being assumed within 60 days of such order, or this Lease being rejected within such 60 day period

{00510239.DOCX 7 }

and the Leased Premises surrendered to Landlord. Accordingly, in consideration of the mutual covenants contained in this Lease and for other good and valuable consideration, Tenant hereby agrees that: (i) all obligations that accrue or become due under this Lease (including the obligation to pay Rent), from and after the date that an Action is commenced shall be timely performed exactly as provided in this Lease and any failure to so perform shall be harmful and prejudicial to Landlord and Lender; (ii) any and all obligations under this Lease that accrue or become due from and after the date that an Action is commenced and that are not paid as required by this Lease shall, in the amount of such Rents, constitute administrative expense claims allowable under the Code with priority of payment at least equal to that of any other actual and necessary expenses incurred after the commencement of the Action; (iii) any extension of the time period within which Tenant may assume or reject this Lease without an obligation to cause all obligations accruing or coming due under this Lease from and after the date that an Action is commenced to be performed as and when required under this Lease shall be harmful and prejudicial to Landlord and Lender; (iv) any time period designated as the period within which Tenant must cure all defaults and compensate Landlord and Lender for all pecuniary losses which extends beyond the date of assumption of this Lease shall be harmful and prejudicial to Landlord and Lender; (v) any assignment of this Lease must result in all terms and conditions of this Lease being assumed by the assignee without alteration or amendment, and any assignment which results in an amendment or alteration of the terms and conditions of this Lease without the express written consent of Landlord and Lender shall be harmful and prejudicial to Landlord and Lender; (vi) any proposed assignment of this Lease to an assignee: that does not possess financial condition, operating performance and experience characteristics equal to or better than the financial condition, operating performance and experience of Tenant as of the date of this Lease with a financial condition equal to or better than the financial condition of the original guarantor of this Lease as of the date of this Lease, shall be harmful and prejudicial to Landlord and Lender; and (vii) the rejection (or deemed rejection) of this Lease for any reason whatsoever shall constitute cause for immediate relief from the automatic stay provisions of the Code, and Tenant stipulates that such automatic stay shall be lifted immediately and possession of the Leased Premises will be delivered to Landlord and Lender immediately without the necessity of any further action by Landlord or Lender.

{00510239.DOCX 7 }

(b) No provision of this Lease shall be deemed a waiver of Landlord's or Lender's rights or remedies under the Code or applicable law to oppose any assumption and/or assignment of this Lease, to require timely performance of Tenant's obligations under this Lease, or to regain possession of the Leased Premises as a result of the failure of Tenant to comply with the terms and conditions of this Lease or the Code.

(c) Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as such, shall constitute "rent" for the purposes of the Code.

(d) For purposes of this Article addressing the rights and obligations of Landlord and Tenant in the event that an Action is commenced, the term "Tenant" shall include Tenant's successor in bankruptcy, whether a trustee, Tenant as debtor in possession or other responsible person.

46. **ATTORNEYS' FEES.** In the event that either Tenant or Landlord employs an attorney or attorneys to enforce or defend any of the conditions, covenants, rights or obligations of this Lease, then the prevailing party shall be entitled to reimbursement from the other of all reasonable costs and expenses incurred by the prevailing party in so doing, including, but not by way of limitation, all reasonable attorneys' fees and all other reasonable costs incurred or paid by the prevailing party.

47. **PURCHASE .** Provided there is no uncured default under the Lease, Tenant may purchase the Leased Premises after the Expiration Date for ONE DOLLAR (\$1.00) (the "**Purchase Price**"). If Tenant exercises this option, Landlord shall convey title by special warranty deed, free from encumbrances other than (i) the Permitted Encumbrances, (ii) liens or encumbrances created or suffered through or by or with the consent of Tenant, and (iii) any installments of Taxes due and payable after the Closing Date. Such deed shall contain an agreement by grantee to observe and perform all of the covenants, conditions and restrictions contained in any instruments of record which were assumed by Landlord or deemed to have been assumed by Landlord on its acquisition of title. The acceptance of a deed by Tenant shall be deemed to be a full performance and discharge

{00510239.DOCX 7 }

of every agreement and obligation on the part of Landlord to be performed pursuant to the provisions hereof. Tenant shall pay all conveyance, transfer, sales and like taxes and recordation fees required in connection with the purchase. If there are any adverse title matters other than those to which Landlord's conveyance under special warranty deed may be subject as set forth in subparagraphs (i) through (iii) above, upon request made a reasonable time before the Closing Date, Tenant shall provide at the closing separate funds for the foregoing, payable to each holder of such lien or encumbrances, and such funds shall be added to the Purchase Price payable to Lender or Landlord, as the case may be.

48. **CONDITIONS PRECEDENT.**

It is understood and agreed to by the Parties that this Lease/Purchase Agreement is subject to Landlord amending the Redevelopment Agreement between the JCRA and Landlord's affiliated company HUB Partners, LLC to permit development and construction of the public safety building as well as all other necessary Governmental approvals.

49. **BASE BUILDING AND FIT-UP WORK.**

Landlord shall be responsible for constructing and completing the Base Building Work as defined in Exhibit "C" at Landlord's sole cost and expense. In addition to the Base Building Work, Landlord shall perform, on Tenant's behalf, the work to complete the construction of the Leased Premises in accordance with the provisions of Exhibit "C" (the "**Fit-Up Work**"). Landlord shall provide an allowance of \$147.83 per square foot towards the cost of the Fit-Up Work (the "**Tenant's Allowance**"). The square footage used in the calculation of the Tenant's Allowance shall be based upon the total square footage of the building as measured by the exterior dimensions of the building. Tenant shall be responsible for all costs of the Fit-Up Work which Landlord incurs exceeding the Tenant Allowance.

Landlord shall perform the Base Building Work and Fit-Up Work in a good and workmanlike manner in accordance with all applicable building codes and other Legal Requirements.

50. **WARRANTY OF TITLE.**

Landlord represents that it will have, effective as of the Commencement Date, title to the Land and that it has the full right, capacity and authority to enter into the Lease.

51. **FORCE MAJEURE.**

Except for the obligation of Tenant to pay Basic Rent and other charges as provided in this Lease and any payments due to Tenant from Landlord, the period of time during which Landlord or Tenant is prevented from performing any act required to be performed under this Lease by reason of fire, catastrophe, strikes, lockouts, civil commotion, acts of God or the public enemy, government prohibitions or preemptions, embargoes, inability to obtain material or labor by reason of governmental regulations or prohibitions, the act or default of the other party, or other events beyond the reasonable control of Landlord or Tenant, as the case may be, shall be added to the time for performance of such act. Anything herein contained to the contrary notwithstanding, the adverse financial condition of Landlord or Tenant shall not constitute Force Majeure. A party wishing to invoke this Section 51 shall give the other party notice of that intention within ten (10) days after the commencement of an event of Force Majeure and shall, at that time, specify the reasons therefor, the specific provisions of this Lease which will be delayed as a result, and the period of such extension, if known, or if not known, a reasonable estimate thereof.

52. **ACQUISITION.**

In the event that Landlord and Tenant have executed a short form or memorandum of this Lease for recording prior to Landlord's closing of title to the Land, Landlord shall cause such short form or memorandum to be duly recorded immediately after the deed of conveyance to

{00510239.DOCX 7 }

Landlord, at Landlord's expense. Within five (5) days after the closing of title to the Land, Landlord shall give Tenant notice thereof.

53. **LANDLORD DEFAULT.**

If Landlord shall from time to time fail to perform any act or acts required of Landlord by this Lease and if such failure continues for thirty (30) days after receipt of notice from Tenant, Tenant shall then have the right, in addition to such remedies as may be available under law or in equity, at Tenant's option, to perform such act or acts, in such manner as Tenant deems reasonably necessary, and the full amount of the cost and expense so incurred shall immediately be owing by Landlord to Tenant but in no such event shall Tenant offset the amount of Basic Rent due and payable to Landlord and Tenant shall continue to pay in full Basic Rent due hereunder. If Landlord shall in good faith within said thirty (30) days commence to correct such breach, and diligently proceed therewith to completion, then Landlord shall not be considered in default.

54. **MEASUREMENT OF BUILDING ON THE LEASED PREMISES.**

Within twenty (20) days after the completion of the first course of masonry for the exterior walls of the Premises, Landlord shall deliver to Tenant a certification to Tenant by Landlord's licensed architect, surveyor, or engineer of the exterior dimensions and the floor area (with the dimensions on which it is based) of the Leased Premises for the building, the measurements of which shall be subject to confirmation by Tenant's licensed architect, surveyor, or engineer. If Landlord shall fail to deliver such certification to Tenant, Tenant shall have the right to have any such measurements made and certified to Landlord by Tenant's licensed architect, surveyor, or

engineer. If the exterior dimensions and/or floor area of the Leased Premises vary from those shown on the approved plans and specifications, then within ten (10) days after receipt of the measurements from Landlord, Tenant shall provide Landlord with a certification from Tenant's licensed architect, surveyor, or engineer that the aggregate exterior dimensions of the building is less than 115,000 square feet. If Tenant fails to deliver such certification to Landlord within the ten (10) day period, Tenant shall be deemed to have accepted Landlord's measurement. If Tenant timely delivers such certification to Landlord and such certification reflects that the exterior dimensions of the building is less than 115,000 square feet, the Basic Rent and any other applicable provision of this Lease shall be reduced to conform to the actual measurement, and Tenant shall receive a proportional refund of any rent theretofore paid to Landlord. If the measurement of the building after Landlord corrects any work indicates that the exterior dimensions of the building is 115,000 square feet or greater, the exterior dimensions for the office building shall be stipulated to be 115,000 square feet, and the Basic Rent shall be as set forth in **Exhibit "B"**. Landlord and Tenant shall each promptly execute and deliver to the other an amendment memorializing any change to Basic Rent, or any other applicable provisions of this Lease, made pursuant to this Section.

55. PERFORMANCE BOND.

Landlord shall obtain a performance bond equal to one hundred percent of the construction contract for the completion of the Work contemplated in Exhibit "C" and such performance bond shall name Tenant as an additional obligee, if allowable by the bonding company. In the event such Work is not completed by July 1, 2022 due to any delay caused by the Tenant, Jersey City or any of its Departments or Agencies or any action by a third party, including but not limited to Section

{00510239.DOCX 7 }

11 Alterations and Change Orders, and Section 26 Materials of Environmental Concern, which is outside the control of the Landlord, then the work completion date shall be extended for a period of time equal to such delay ("Extended Completion Date"). The Landlord shall be compensated by the Tenant for all costs and damages including overhead and profit resulting from such delay. Notwithstanding anything to the contrary herein, any extension of the completion date pursuant to this paragraph shall not affect or change the Basic Rent Commencement Date of July 1, 2022. In the event the work is not completed by the Extended Completion Date as agreed to by the parties hereto, Tenant may execute its rights pursuant to such performance bond. If the performance bond does not name Tenant as an additional obligee, and the work is not complete by the Extended Completion Date, it shall be assignable to Tenant if Landlord does not execute its rights pursuant to such performance bond. Under no circumstances shall such performance bond require any payment from the Tenant's insurance policies.

56. **NATURE OF LEASE/INSTALLMENT PURCHASE.** Notwithstanding anything to the contrary set forth in this Lease, the parties hereto intend that this Lease be treated as an installment purchase agreement pursuant to N.J.S.A. 40A:12-5(b), and that the obligation of the City to make payments hereunder are valid and binding for the term of the Lease and are not otherwise subject to annual appropriation.

57. **TENANT ALLOWANCES.** Landlord shall provide Tenant with allowances ("Allowance") in the amount of Thirteen Million Two Hundred Seventy-Eight Thousand Three Hundred Sixty-Two Dollars (\$13,278,362.00). This total Tenant Allowance include, but is not limited to, Environmental Allowances, allowances for security, signage, av/it, and furniture. Tenant shall provide direction to Landlord on how to spend all Allowances other than the Environmental Allowances. All Allowance funds that are not used for purposes specified by the Tenant shall be remitted to the Tenant no later than sixty (60) days after the Tenant takes occupancy of the Leased Premises.

{00510239.DOCX 7 }

[Signature Page Follows]

{00510239.DOCX 7 }

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed under seal as of the day and year first above written.

JCPHQ INVESTORS, LLC

By: _____
Name:
Title:

CITY OF JERSEY CITY

By: _____
Name:
Title:

ATTEST

By: _____
Name:
Title:

EXHIBIT A

The Leased Premises includes Block 22601, Lots 1,2,3,4 and 5 located at the northeast corner of the intersection of Kearney Avenue and Martin Luther King Drive with frontage on Kearney Avenue across from the Municipal Annex.

EXHIBIT B

Basic Rent

For purposes of this Exhibit B, the first lease year shall commence on the Basic Rent Commencement Date and shall terminate on the 364th day after the Basic Rent Commencement Date occurs. Each lease year thereafter shall commence on the anniversary of the Basic Rent Commencement Date and shall continue for 364 days thereafter (or in the case of a leap year, the 365th day thereafter); *provided, however*, that the last lease year shall terminate on the Expiration Date.

1. [See Exhibit B]

Basic Rent Exhibit*
Public Safety Building

<u>Year</u>		<u>\$ Monthly</u>		<u>\$ Annual</u>
1	\$	383,333	\$	4,599,996
2		383,333		4,599,996
3		383,333		4,599,996
4		644,161		7,729,934
5		648,992		7,787,908
6		653,860		7,846,318
7		658,764		7,905,165
8		663,704		7,964,454
9		668,682		8,024,187
10		673,697		8,084,369
11		678,750		8,145,001
12		683,841		8,206,089
13		688,970		8,267,634
14		694,137		8,329,642
15		699,343		8,392,114
16		704,588		8,455,055
17		709,872		8,518,468
18		715,196		8,582,356
19		720,560		8,646,724
20		725,965		8,711,574
21		731,409		8,776,911
22		736,895		8,842,738
23		742,422		8,909,059
24		747,990		8,975,877
25		753,600		9,043,196

Purchase Price of Property is total of all rental payments plus \$1.00.

The above schedule is applicable if the parties select a Basic Term of 25 years.

Basic Rent Exhibit*
Public Safety Building

<u>Year</u>		<u>\$ Monthly</u>		<u>\$ Annual</u>
1	\$	383,333	\$	4,599,996
2		383,333		4,599,996
3		383,333		4,599,996
4		546,153		6,553,832
5		552,980		6,635,755
6		559,892		6,718,702
7		566,890		6,802,686
8		573,977		6,887,720
9		581,151		6,973,816
10		588,416		7,060,989
11		595,771		7,149,251
12		603,218		7,238,617
13		610,758		7,329,099
14		618,393		7,420,713
15		626,123		7,513,472
16		633,949		7,607,390
17		641,874		7,702,483
18		649,897		7,798,764
19		658,021		7,896,248
20		666,246		7,994,952
21		674,574		8,094,888
22		683,006		8,196,075
23		691,544		8,298,525
24		700,188		8,402,257
25		708,940		8,507,285
26		717,802		8,613,626
27		726,775		8,721,297
28		735,859		8,830,313
29		745,058		8,940,692
30		754,371		9,052,450

Purchase Price of Property is total of all rental payments plus \$1.00.

The above schedule is applicable if the parties select a Basic Term of 30 years.

EXHIBIT C

Base Building and Fit-Up Work

- C1. Landlord shall obtain all financing required for the construction of the "Base Building Work," meaning the construction of an approximately 120,000 square foot Public Safety Building, as measured to the exterior dimensions of the building (the "Project").
- C2. Landlord shall, at its own cost and expense (except as provided herein), construct and perform the Base Building Work in accordance with the provisions of this Exhibit "C".
- C3. When plans and specifications for the Base Building Work are complete, Landlord shall deliver to the Tenant final construction plans and specifications in conformity with Exhibit "C". Tenant shall notify Landlord within ten (10) days after receipt of the final plans and specifications ("Base Building Plans and Specifications") of Tenant's approval or disapproval of same. Tenant may only disapprove of the Base Building Plans and Specifications if the same: (i) do not conform to this Exhibit "C" or (ii) would violate any applicable Legal Requirement (collectively, "Tenant's Permitted Objection"). In the event Tenant shall not approve such Base Building Plans and Specifications in accordance with this Section, Tenant shall notify Landlord in writing of any changes required by Tenant; and Landlord shall, within ten (10) days after receipt of Tenant's proposed changes, incorporate any such reasonable changes therein and deliver the final plans and specifications (as revised, the "Revised Base Building Plans and Specifications") to Tenant, for Tenant's approval. Tenant shall notify Landlord within five (5)

days after receipt of the Revised Base Building Plans and Specifications of Tenant's approval or disapproval of same. The Base Building Plans and Specifications, as revised and approved, are referred to as the "Final Base Building Plans and Specifications." Landlord shall deliver to Tenant a Construction Schedule showing an estimated construction commencement date and a target date of Substantial Completion (defined below). The Construction Schedule shall include dates by which Tenant is required to deliver to Landlord plans and specifications (the "Plans and Specifications") for the Fit-Up Work. Landlord shall provide Tenant with any amendments to the Construction Schedule as construction progresses.

C4. Landlord shall apply for and obtain all permits, licenses and approvals required to perform the Base Building Work and the Fit-Up Work (together, the "Work") at Landlord's sole cost and expense. Landlord will, within a reasonable period of time, provide copies of all applications relating to the approvals to Tenant. Landlord shall perform the Work and cause the Improvements to be constructed in a good and workmanlike manner in accordance with the provisions of this Lease. Landlord shall comply, and shall cause its contractors and subcontractors to comply, with all Legal Requirements applicable to the construction of the Improvements.

C5. Tenant shall submit the Plans and Specifications to Landlord, for Landlord's approval, in accordance with the Construction Schedule. Landlord shall review the Plans and Specifications for consistency with the Final Base Building Work and shall notify Tenant of its approval or disapproval within 15 days after submission. Landlord may only disapprove the Plans and Specifications if Landlord shall determine that the same: (i) do not conform to the Final Base

Building Plans and Specifications; or (ii) would subject Landlord to any additional cost, expense or liability; or (iii) would violate any Legal Requirement. In the event Landlord shall not approve the Plans and Specifications, Landlord shall notify Tenant in writing of any changes required by Landlord; and Tenant shall incorporate any such reasonable changes therein and deliver the final Plans and Specifications (as revised, the "Revised Plans and Specifications") to Landlord, for Landlord's approval within ten (10) days after receipt of Landlord's proposed changes. Landlord shall notify Tenant within five (5) days after receipt of the revised Tenant's Plans of Landlord's approval or disapproval of same. Notwithstanding any other provision herein, in the event that there continues to be a dispute regarding the Plans and Specifications, the parties shall submit the Plans and Specifications to mediation and such Plans and Specifications shall be finalized within 30 days of submission to such mediator; provided however, the Landlord shall have the final ability to make reasonable adjustments to the Plans and Specifications. The Plans and Specifications, as revised and approved, are referred to as the "Final Tenant Work Plans and Specifications."

C6. Within 30 days after receipt of the Final Tenant Work Plans and Specifications, Landlord shall deliver to Tenant a budget for the performance of the Fit-Up Work in accordance with the Final Tenant Work Plans and Specifications (the "Tenant Work Budget"). If the Tenant Work Budget exceeds the amount of Tenant's Allowance, Landlord and Tenant shall promptly meet to discuss how the Final Tenant Work Plans and Specifications may be revised to bring the Tenant Work Budget within Tenant's Allowance. If Tenant desires nevertheless to proceed with the Fit-Up Work regardless of such overage, Tenant shall deliver to Landlord a notice (a) confirming

Tenant's desire to proceed with the Fit-Up Work and acknowledging Tenant's responsibility to pay for the overage and (b) describing the source of funding to pay the overage.

C7. Following approval of the Final Tenant Work Plans and Specifications and the Tenant Work Budget, Tenant may make changes to the Fit-Up Work (a "Change Order"), provided that (a) if a Change Order results in an increase in the Tenant Work Budget, Landlord and Tenant shall follow the procedure described in C6 above and (b) if such Change Order results in a delay in the Date of Substantial Completion, Tenant shall confirm in writing the duration of the delay.

C8. Landlord and Tenant shall each designate one or more individuals to serve as its representatives in connection with the construction of the Improvements (a "Landlord Representative" and a "Tenant Representative"), who shall have authority to act on Landlord's and Tenant's behalf, respectively, in connection with the matters described in this Exhibit "C". Tenant shall have the right to monitor the performance of the Fit-Up Work, including participation by Tenant's Representative in construction meetings relating to the Fit-Up Work.

C9. Landlord shall require all architects, engineers, contractors and subcontractors engaged in connection with the performance of the Work to be licensed in accordance with Legal Requirements and to obtain and maintain errors and omissions insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate in favor of both Landlord and Tenant.

C.10. As soon as practicable, and in no event later than 60 days after the Date of Substantial

Completion, Landlord shall deliver to Tenant:

- (a) one complete set of final "as-built" plans and specifications for the completed Improvements;
- (b) an "as built" survey prepared by a registered land surveyor or engineer depicting the location of the Improvements on the Land; and
- (c) one complete set of operations and maintenance manuals for all systems, equipment, furniture and fixtures relating to the Improvements.

C11. The term "Date of Substantial Completion" means the date upon satisfaction of both of the following conditions: (a) the issuance of a certificate of occupancy by the appropriate governmental entity and (b) such completion as render the Improvements sufficient, suitable and ready for Tenant's immediate occupancy.

C12. Not later than the date Tenant has opened the Leased Premises for business, Landlord Representative and Tenant Representative together shall conduct a walk-through of the Leased Premises to compile a list of the "Punch List Items" (as hereinafter defined). Tenant shall deliver to Landlord a copy of said punch list within five (5) days after the walk-through. Landlord shall complete the Punch List Items within sixty (60) days after it receives a copy of said punch list. If Landlord fails to complete any Punch List Items within said sixty (60) day period, Tenant shall give Landlord notice thereof. If Landlord fails to complete such Punch List Items within five (5) days after Landlord receives Tenant's notice, Tenant shall have the right to complete such item(s) using its own contractors and receive reimbursement from Landlord for

the reasonable costs and expenses thereof upon demand. If Landlord fails to reimburse Tenant for such costs, Tenant shall give notice to Landlord of the costs that Tenant incurred and Landlord shall reimburse Tenant within ten (10) days after the date Landlord receives such notice. The term "Punch List Items" shall mean such minor items which, when considered as a whole, do not adversely affect Tenant's ability to conduct its normal business operations in the Leased Premises.

PROJECT: FOUR JACKSON SQUARE
LOCATION: JERSEY CITY, NJ
OWNER: BRANDYWINE FINANCIAL
ARCHITECT: TBD
DATE: 8/7/19



SCOPE OF WORK NARRATIVE

GENERAL:

- BUILD NEW 10 STORY, +/-120,000 GSF PUBLIC SAFETY OFFICE BUILDING
- PARTIAL BASEMENT & PENTHOUSE FOR MECHANICAL/ELECTRICAL SYSTEMS.

ARCHITECTURAL:

- THE FAÇADE FOR THE NEW PUBLIC SAFETY BUILDING WILL CONSIST OF BRICK VENEER, CAST STONE, PUNCHED WINDOWS. THE MAIN ENTRANCE AND WEST FAÇADE WILL INCLUDE A STOREFRONT AND A CANOPY AT GRADE AND PARTIAL CURTAIN WALL SYSTEM ON THE UPPER FLOORS.
- ADDITIONAL COST FOR BALLISTIC RATED CONSTRUCTION IS PART OF AN CITY ALLOWANCE AND NOT INCLUDED.
- THE ROOFING WILL CONSIST OF AN EPDM OR TPO ROOFING MEMBRANE.
- HOT MELT ROOFING, PEDESTAL PAVERS AND RAILINGS AT THE ROOF TERRACE LOCATIONS ARE PART OF AN CITY ALLOWANCE AND NOT INCLUDED.
- THE EXTERIOR WALL BACKUP WILL CONSIST OF COLD FORMED SLAB TO SLAB METAL STUD FRAMING. WE HAVE NOT INCLUDED CMU BACK-UP.
- AIR BARRIER WILL BE SELF-ADHERED SHEET APPLIED.
- THE BUILDING LOBBY IS ENCLOSED BY DRYWALL PARTITIONS AND INCLUDES TERRAZZO FLOORING AND PAINTED WALLS.
- INTERIOR DRYWALL COLUMN ENCLOSURES, INTERIOR OF PERIMETER EXTERIOR WALL DRYWALL AND DUCTWORK SHAFT ENCLOSURES ARE ASSUMED TO BE BY TENANT FIT OUT COSTS AND NOT INCLUDED IN THE ESTIMATE.
- METAL FRAMED WOOD DOORS WITH STANDARD DOOR HARDWARE AT INTERIOR AREAS - LOBBY, T/D ROOMS, MEP ROOM, CORE BATHROOMS AND STAIRS. ADDITIONAL DOORS ARE PART OF THE FIT-UP WORK.
- WE HAVE ASSUMED WINDOW TREATMENTS WILL BE PART OF THE TENANT FITOUT.
- BUILDING SIGNAGE IS AN CITY ALLOWANCE AND NOT INCLUDED. THIS INCLUDES ANY ASSOCIATED CONSTRUCTION COSTS (I.E. STRUCTURAL SUPPORT AND ELECTRICAL POWER).

PROJECT: FOUR JACKSON SQUARE
LOCATION: JERSEY CITY, NJ
OWNER: BRANDYWINE FINANCIAL
ARCHITECT: TBD
DATE: 8/7/19



STRUCTURAL:

- FOUNDATIONS ARE ASSUMED TO BE STEEL PILES.
- BASEMENT WALLS WILL BE CAST IN PLACE.
- UPPER FLOORS WILL BE STEEL FRAME W/ SOMD FLOORS.
- SUPPORT STRUCTURE FOR BUILDING SIGNAGE AND COMMUNICATIONS ANTENNAE ON THE ROOF ARE PART OF AN CITY ALLOWANCE AND NOT INCLUDED.

ELEVATORS:

- TWO PASSENGER MRL ELEVATORS WITH 3,500 LB CAPACITY AND ONE PASSENGER/SERVICE MRL ELEVATOR WITH 4,000 LB CAPACITY THAT ALSO SEVERS THE BASEMENT AND PENTHOUSE.
- ELEVATOR DOORS AND FRAMES ARE ASSUMED TO BE STAINLESS STEEL FINISH.
- ELEVATOR SILLS ARE ASSUMED TO BE ALUMINUM SILLS.
- ELEVATOR CAB FINISHES ARE ASSUMED TO BE MANUFACTURER'S STANDARD FINISHES. WE HAVE NOT INCLUDED ANY CUSTOM FINISHES.

FIRE PROTECTION:

- WE HAVE INCLUDED A WET SPRINKLER SYSTEM FOR THE CORE & SHELL WITH STANDPIPES, A FIRE PUMP AND CONCEALED SPRINKLER HEADS AT THE LOBBY AND UPRIGHT HEADS IN UTILITY AREAS, MECHANICAL/ELECTRICAL ROOMS, ETC.
- ALL BRANCH PIPING AND HEADS ON EACH OCCUPIED FLOOR ARE PART OF THE TENANT FITOUT.

PLUMBING:

- ELECTRIC HOT WATER HEATERS ON EACH FLOOR FOR THE JANITORS CLOSET AND FUTURE TENANT FITOUT BATHROOMS
- A MOP SINK AND HOSE BIBB FOR JANITORS CLOSET ON EACH FLOOR.
- ROOF DRAINS AND RAIN WATER CONDUCTORS ARE INSTALLED FROM THE ROOF TO GROUND LEVEL

PROJECT: FOUR JACKSON SQUARE
LOCATION: JERSEY CITY, NJ
OWNER: BRANDYWINE FINANCIAL
ARCHITECT: TBD
DATE: 8/7/19



MECHANICAL:

- PACKAGED HVAC EQUIPMENT SERVING THE CORE & SHELL AND PROVIDING FRESH AIR AND COLLING TO THE OCCUPIED FLOORS IS INCLUDED.
- MAIN AIR DISTRIBUTION RISERS ARE INCLUDED.
- DUCTWORK DISTRIBUTION AND INDIVIDUAL VAV BOXES, FAN COILS, AND/OR SPLIT SYSTEM UNITS SERVING THE OCCUPIED SPACE ON EACH FLOOR ARE PART OF THE TENANT FITOUT.
- COMPUTER SERVER ROOM HVAC AND REDUNDANT HVAC INFRASTRUCTURE FOR THE EMERGENCY CALL CENTER ARE PART OF THE TENANT FITOUT.

ELECTRICAL:

- WE INCLUDE PROVISIONS FOR UTILITY COMPANY PAD MOUNT TRANSFORMER OR VAULT. COSTS FOR DUAL SERVICE ELECTRICAL FEED FROM THE UTILITY COMPANY ARE PART OF AN CITY ALLOWANCE AND NOT INCLUDED.
- CORE & SHELL MAIN ELECTRICAL DISTRIBUTION SERVICE GEAR, LOCAL POWER & LIGHTING PANELS FOR LOBBY, SITE LIGHTING, BACK OF HOUSE, MAIN MECHANICAL AND PLUMBING EQUIPMENT IS INCLUDED.
- LOCAL PANELS AND DISTRIBUTION ON EACH FLOOR FOR POWER & LIGHTING ON EACH FLOOR ARE PART OF THE TENANT FITOUT.
- AN EMERGENCY GENERATOR IS INCLUDED FOR CODE REQUIRED LIFE SAFETY. EMERGENCY AND UPS POWER FOR THE EMERGENCY 911 CALL CENTER IS PART OF THE TENANT FITOUT.
- LIGHTING FOR THE LOBBY, UTILITY, MECHANICAL AND ELECTRICAL ROOMS IS INCLUDED. EXTERIOR BUILDING / FAÇADE LIGHTING IS INCLUDED AS \$100,000 ALLOWANCE.
- FIRE ALARM SYSTEM AND DEVICES FOR CORE & SHELL INCLUDE DEVICES AT LOBBY, STAIRS AND EXIT DOORS, CONNECTIONS TO THE MAIN SPRINKLER TAMPER AND FLOW SWITCHES, AND DETECTORS AND PROVISIONS FOR ELEVATOR RECALL FOR THE ELEVATORS ARE INCLUDED.
- FIRE ALARM DEVICES AND CIRCUIT WIRING ON EACH OCCUPIED FLOOR ARE PART OF THE TENANT FITOUT.
- ROUGH-IN FOR TELE/DATA IN THE LOBBY, MAIN ELECTRICAL ROOM. MDF AND IDF CLOSETS ON EACH FLOOR IS INCLUDED. TELE/DATA WIRING, JACKS ON EACH OCCUPIED FLOOR ARE PART OF THE TENANT FITOUT.
- TELE/DATA EQUIPMENT IN MDF AND IDF CLOSETS ON EACH FLOOR IS BY TENANT.

PROJECT: FOUR JACKSON SQUARE
LOCATION: JERSEY CITY, NJ
OWNER: BRANDYWINE FINANCIAL
ARCHITECT: TBD
DATE: 8/7/19



- COSTS FOR FIBER COMMUNICATION BETWEEN EXISTING SYSTEM NETWORK AND THE NEW BUILDING IS BY CITY AND IS NOT INCLUDED.
- ROUGH-IN FOR SECURITY WIRING AND DEVICES AT ENTRANCE AND EXIT DOORS AND EXTERIOR CAMPERAS IS INCLUDED.
- SECURITY EQUIPMENT, DEVICES AND WIRING IS PART OF AN CITY ALLOWANCE AND NOT INCLUDED.

SITE:

- AN ALLOWANCE OF \$15,000 IS INCLUDED FOR SITE FURNISHINGS (BIKE RACKS, TRASH/RECYCLING CANS, BENCHES, FLAGPOLE, ETC.)
- AN ALLOWANCE OF \$100,000 FOR HARDSCAPES IS INCLUDED.
- INSTALLATION OF STREET TREES AND PEDESTRIAN LIGHTING IS BY CITY.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO A REDEVELOPMENT AGREEMENT AND PURCHASE AND SALE AGREEMENT WITH NEWARK AVENUE JV, LLC FOR THE TRANSFER OF PROPERTY COMMONLY KNOWN AS 693-701 NEWARK AVENUE AND 30 COTTAGE STREET, AND REDEVELOPMENT OF SUCH PROPERTY TOGETHER WITH PROPERTY COMMONLY KNOWN AS 703-707 NEWARK AVENUE AND 40 COTTAGE STREET, ALL WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, Jersey City Redevelopment Agency (the "**Agency**") was established as an instrumentality of the City of Jersey City (the "**City**") pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. (the "**Redevelopment Law**") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in accordance with the criteria set forth in the Act, the City established an area in need of redevelopment commonly known as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**") and adopted a redevelopment plan for the area entitled the Journal Square 2060 Redevelopment Plan as may be further amended and supplemented from time to time (the "**Redevelopment Plan**"); and

WHEREAS, the property known as 693-701 Newark Avenue and 30 Cottage Street, being Block 7902, Lots 25, 26, 27, 28, 29 and 45 (the "**Agency Property**") is owned by the Agency and is within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, in furtherance of the Agency's responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City, and in furtherance of the Journal Square 2060 Redevelopment Plan, the Agency wishes to sell the Agency Property to Newark Avenue JV, LLC (the "**Redeveloper**") who will combine the Property with the property known as 703-707 Newark Avenue and 40 Cottage Street, Block 7902, Lots 22, 23, 24 and 50 (combined with the Agency Property, the "**Property**") in order to redevelop the Property with 350,000 square foot mixed-use development including: (i) a Marriott hotel, Moxy brand or better, containing approximately 160 guest rooms, with lobby bar and café, outdoor seating and community engagement on the Homestead Place Extension as well as a rooftop event space, restaurant and lounge, (ii) 265 residential units with a fitness center along with optional hospitality services available from the hotel, (iii) 6,000 square feet of street level neighborhood retail space, (iv) 100 parking spaces (of which 60 shall be open to the public/unreserved), together with onsite and offsite improvements, and including the Homestead Place Extension (collectively, the "**Project**"); and

WHEREAS, the Redeveloper and the Agency desire to enter into a redevelopment agreement in the form attached hereto as **Exhibit A**, (the "RDA"), which includes as **Schedule F** thereto a form of Purchase and Sale Agreement for the sale of the Agency Property for Eleven Million Dollars (\$11,000,000.00) (the "PSA"); and

WHEREAS, the Agency desires to approve the RDA and the PSA, authorize the execution thereof, and authorize certain other actions and determinations in connection therewith,

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency, as follows:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. (a) The Agency hereby approves the RDA, substantially in the form attached hereto as **EXHIBIT A**, together with any changes, insertions and omissions thereto as the Executive Director, after consultation with counsel to the Agency, deem in their collective discretion to be necessary or desirable for the execution thereof.

(b) The Agency hereby approves the PSA for the sale of the Agency Property, substantially in the form attached to the RDA as **Schedule F**, together with any changes, insertions and omissions thereto as the Executive Director, after consultation with counsel to the Agency, deem in their collective discretion to be necessary or desirable for the execution thereof.

(c) The Agency authorizes Executive Director to execute and deliver the RDA, PSA, and any other necessary documents and/or agreements, between the Redeveloper and the Agency together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to the Agency to effectuate same, to close on the sale of the Agency Property. Said authorization includes delivery of the deed to the Agency Parcel and any and all associated documents by and between the Redeveloper and the Agency, and the execution and delivery of any documents by the Agency, required to effectuate said sale.

(d) The Chairman, Vice Chair, Executive Director, Secretary and other necessary Agency Officials and professionals are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby and in the RDA and PSA, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, counsel to the Agency, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

(e) The Assistant Executive Director is designated to act as the agent on behalf of the Agency in the absence of the Executive Director as previously authorized by Resolution No. SP17-05-5 adopted on May 2, 2017.

EXHIBIT A

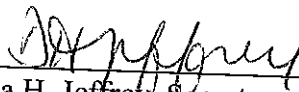
Resolution No. 19-09-_____

Section 3. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

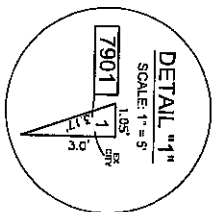
Section 4. A copy of this Resolution shall be available for public inspection at the offices of the Agency.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of September 24, 2019.


Diana H. Jeffrey, Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			



SEE DETAIL "1"

NEWARK

SEE SHEET 65

AVENUE

MOBOKEN
AVENUE

KENNEDY

COTTAGE

STREET

SUMMIT

AVENUE

SEE SHEET 80

SEE SHEET 81

79

REVISIONS			
DATE	BY	LC NO	LOT
10/20/10	CHARLES A. ANDERSON	3399A	

SEE SHEET 05

T & M ASSOCIATES

TEAM ASSOCIATES

•

$$* \quad H^1(\mathcal{O}_X(-n)) = H^1(\mathcal{O}_X(-n+1)) = 0 \quad \forall \text{ } 0 \leq n \leq 11 \text{ et } H^1(\mathcal{O}_X(-n)) = H^1(\mathcal{O}_X(-n+1)) = 0 \quad \forall \text{ } n \geq 12$$

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE
EXTENSION OF THE DESIGNATION OF NUKA PROPERTIES, LLC AS
REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK
24304, LOT 6 AND MORE COMMONLY KNOWN AS 1 EDWARD HART
ROAD WITHIN THE LIBERTY HARBOR REDEVELOPMENT AREA**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented ("LRHL"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment with a designated private Redeveloper; and

WHEREAS, pursuant to the LRHL, the Jersey City Redevelopment Agency ("JCRA") is established as an instrumentality of the City of Jersey City (the "City"), with the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

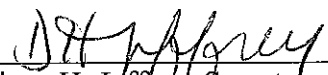
WHEREAS, on June 18, 2019, by Resolution No. 19-06-10, the JCRA conditionally designated Nuka Properties, LLC (the "Redeveloper") as redeveloper for the development of property located at Block 24304, Lot 6, commonly known as 1 Edward Hart Road (the "Property"), located within the Liberty Harbor Study Area and subject to the Liberty Harbor Redevelopment Plan, and authorized the negotiation of a redevelopment agreement for a period of ninety (90) days ending on September 16, 2019; and

WHEREAS, the Agency desires to extend Redeveloper's conditional designation as redeveloper of the Property for a period of one hundred twenty (120) days until January 14, 2020, which expiration date may be extended if necessary at the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, so that the Agency and Redeveloper may complete the negotiation of a redevelopment agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency:

1. The above recitals are incorporated by reference as if fully set forth herein.
2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until January 14, 2020, which expiration may be extended in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

3. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
4. This Resolution shall take effect immediately.


Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of September 24, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH BROWNFIELD REDEVELOPMENT SOLUTIONS, INC. FOR ENGINEERING, PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES IN CONNECTION WITH THE REMEDIATION, PLANNING AND CONSTRUCTION OF THE MORRIS CANAL GREENWAY

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is an instrumentality of the City of Jersey City (the "**City**") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as may be amended and/or supplemented from time to time, the "**Redevelopment Law**"); and

WHEREAS, the City and the Agency have determined to undertake a project to redevelop certain properties throughout the City with an aim to develop the route of the historic Morris Canal, once a freight corridor that connected the Delaware and Hudson Rivers, into a 111-mile continuous pedestrian and bicycle trail (the "**Morris Canal Greenway**"); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, specifically *N.J.S.A. 40A:12A-22(k)*, the Agency requires from time to time the services of certain professionals to assist the Agency in discerning the economic and environmental viability for potential redevelopment of various parcels; and

WHEREAS, the Agency requires certain environmental engineering and implementation services in connection with the planning and construction of the Morris Canal Greenway (the "**Environmental Services**") from an experienced and qualified firm; and

WHEREAS, Brownfield Redevelopment Solutions, Inc. ("**BRS**") has prepared that certain Proposal to Provide Implementation Planning dated September 12, 2019, on file with the Agency, (the "**Proposal**") to perform the Environmental Services for an amount not to exceed Fifty-Four Thousand One Hundred and Fifty-Five Dollars (\$54,155.00); and

WHEREAS, having reviewed the Proposal, the Agency has determined that BRS possesses the requisite expertise and skilled personnel required to perform the required Environmental Services set forth in the Proposal and that, in consideration of all factors, entering into a contract with BRS in accordance with the Proposal will be cost-efficient, appropriate and in furtherance of the goals and objectives of the Redevelopment Law; and

WHEREAS, pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**"), these services are professional services and therefore exempt from public bidding; and

WHEREAS, the Agency wishes to enter into a contract with BRS for the Environmental Services in accordance with the Proposal, for a term to expire either one (1) year after the effective date of the contract or upon completion of the Environmental Services, whichever is earlier, and for an amount not to exceed Fifty-Four Thousand One Hundred and Fifty-Five Dollars (\$54,155.00), payable in accordance with Project Cost Proposal set forth in the Proposal; and

WHEREAS, notice of the award of the agreement authorized herein shall be published in a newspaper of general circulation in accordance with the LPCL.

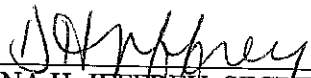
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

Section 1. The recitals hereto are incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes a professional services agreement with BRS to perform Environmental Services in accordance with the scope of work set forth in the Proposal, for an amount not to exceed Fifty-Four Thousand One Hundred and Fifty-Five Dollars (\$54,155.00), and for a term to expire either one (1) year after the effective date of the contract or upon completion of the Environmental Services, whichever is earlier, all subject to the terms and conditions set forth in the Agency's form professional services agreement.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the professional services agreement authorized herein and any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.


DIANA H. JEFFERY, SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of September 24, 2019.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma Greene	✓			
Denise Ridley	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			



September 12, 2019

Ms. Diana Jeffrey
Executive Director
Jersey City Redevelopment Agency
66 York Street
Jersey City, New Jersey 07302

**RE: Proposal to Provide Implementation Planning
 Morris Canal Greenway
 Jersey City, New Jersey**

Dear Ms. Jeffrey:

Brownfield Environmental Solutions, Inc. (BRS) is pleased to submit this proposal to the Jersey City Redevelopment Agency (JCRA) for development of an implementation plan for the Morris Canal Greenway. This effort supports the JCRA's implementation of the EPA Brownfields Multipurpose Grant.

The Morris Canal Greenway is an ambitious effort to create an 8.5 mile bicycle and pedestrian greenway on or proximate to the former right of way of the historic Morris Canal in Jersey City. This effort will link into the planned 102 mile path that begins in Hudson County and travels through the counties of Essex, Passaic, Morris, along the border of Sussex and through Warren. The Jersey City portion of this project will be convenient to parks, schools, neighborhoods, the waterfront, commercial areas, and workplaces, and will link to paths in Lincoln Park, the East Coast Greenway, the Liberty-Water Gap Trail, the Hudson River Waterfront Walkway, the existing on-street bicycle network, and the Hackensack River.

The North Jersey Transportation Planning Authority (NJTPA) previously funded a plan on behalf of Jersey City to set the stage for implementation of this greenway. The plan divided the greenway into fourteen segments for planning and implementation purposes. Recently, the city received a TAP-R grant from the NJ DOT to fund the construction of four of these segments.

What is missing from these efforts is an understanding of the environmental requirements for the development of these segments; particularly important for the off street segments that are not currently capped. This effort will build on the NJTPA segment plan and complement the pending construction funded by NJDOT, by layering on the following elements:

- Environmental conditions

- Ownership considerations
- Relationship to existing redevelopment plans
- Parcel level implementation planning
- Prioritization scenarios

This work is a necessary baseline of information required to successfully implement the EPA multi-purpose grant, which will fund assessments and cleanup of a limited number of sites, as well as the overall objective to support the construction of the greenway in its entirety.

SCOPE OF WORK

BRS proposes to perform the following activities:

TASK 1: Coordination

Methodology: BRS will work closely with the JCRA to identify how this plan can be crafted to best support current and future planning and redevelopment needs. In addition, BRS will coordinate with Jersey City and NJDOT to establish clear avenues of communication as the city implements the TAP-R grant to construct four segments of the greenway. Coordination will continue throughout the duration of the project and can include participation on routine conference calls, meetings, etc. This task includes participation of the team in a project kick off meeting.

TASK 2: Mapping

Methodology: BRS will use GIS to identify the parcels required to implement the unconstructed segments of the Morris Canal Greenway. These parcels will then be overlain to determine ownership and overlap with redevelopment plans, as well as existing zoning and designation as open space as part of the official Recreation and Open Space Inventory (ROSI). This will be a critical step in development of a parcel level analysis and prioritization, in order to develop an implementation plan.

Data Needs: parcel level data for greenway; GIS ownership layer; GIS redevelopment area plans; zoning; ROSI

Deliverable: Mapping illustrating the parcels that make up the proposed greenway, along with information on ownership, redevelopment area plans, zoning, and appearance on the ROSI.

TASK 3: Inventory

Methodology: BRS will use the information gathered in Task 2 and desktop surveys to develop a database that stores information on each parcel. Information will include:

- Block and Lot
- Greenway Segment
- Parcel Size



- Parcel Ownership
- Current Use
- Conservation status
- Environmental Status
- Zoning
- Photo
- Redevelopment Area
- Notes on obstacles / path forward

The environmental status will be obtained from a desktop search of the NJDEP's dataminer database, and will include information on whether or not the site is listed, and if so what the status is, along with what reports are available from the NJDEP. In addition, descriptions of environmental information provided by the City or the JCRA will be included.

Data Needs: existing environmental reports on any targeted parcels.

Deliverable: Database organized by greenway segment.

TASK 4: Relationship to Existing Plans

Methodology: BRS will review existing plans that encompass the greenway parcels, and identify any changes that should be considered in order to move forward with implementation. This would include the City Master Land Use Plan, the Morris Canal Greenway Plans, individual Redevelopment Plans, the Zoning ordinance, and community based plans.

Data Needs: Access to relevant plans

Deliverable: BRS will summarize the relevant parcel information in the database developed in task 3, and will develop recommendations on design guidelines and modifications to the redevelopment plans; any zoning variances that would be required, recommended modifications to the Master Land Use Plan, etc.

TASK 5: Parcel Level Implementation Planning

Methodology: BRS will evaluate each segment and provide a parcel breakdown on:

- Acquisition options, to include acquiring easements, rights of way, subdividing property, or acquiring larger parcels that could provide economic development or other reuse opportunities adjacent to the proposed greenway
- Environmental issues as known, including next steps for investigation / remediation; potential responsible parties; applicable funding sources
- Timelines
- Other elements which have been identified that could impact redevelopment of the greenway segment such as presence of wetlands, issues with completing remediation, etc.



Data Needs: Any relevant information JCRA possesses

Deliverable: Report breaking down the implementation obstacles of each segment by parcel

TASK 6: Prioritization Scenarios

Methodology: BRS understands that given limited resources, the greenway is expected to be constructed in increments. Furthermore, depending upon the objectives, different segments may be deemed a higher priority than others. For example, if the objective is to complete as large a portion of the greenway in the shortest amount of time, the highest priority may be those segments that join completed portions of the greenway, or those with the fewest environmental and ownership challenges. Alternatively, if the objective is to join specific assets, such as a school with a residential area, or a train station with a commercial area, the priorities may be different. BRS will provide a set of value free attributes that could be used to make prioritization decisions, along with the resulting priority segments that result from each scenario. BRS will then meet with local stakeholders as per JCRA direction, to include representatives of JCRA, the City, and/or funders to walk through the prioritization scenarios and get input regarding the preferred scenario. Note that this does not include public outreach or public meetings. Such outreach is out of scope, but pricing could be provided upon request.

Data Needs: Any relevant information JCRA possesses

Deliverable: Prioritization scenario report

TASK 7: Conduct File Reviews and Establish Document Repository

Methodology: BRS will conduct file reviews at the JCRA offices, at the DEP and at the EPA for the sites identified in the highest priority segment. BRS will contact the NJDEP, the EPA, and a list of developers and/or environmental consultants (to be provided by JCRA) who may have conducted environmental investigation and remediation activities in the highest priority segment. In addition, if agreed upon by the JCRA, BRS will also contact selected existing property owners to request copies of any environmental information that they may have. BRS will make hard and electronic copies of all relevant documents reviewed to include in a document repository at JCRA offices. BRS will assist with the creation of a document repository within the offices of the JCRA. Each priority site identified in the existing draft database will have site file created for it. Such a file will contain relevant documents (correspondence with the NJDEP or EPA, environmental investigation and remedial action reports, deed notices, etc.) that either currently exist in the JCRA offices or are obtained. A document filing system will be established as a precursor to conducting any file reviews. BRS will scan paper documents obtained to generate electronic copies (PDFs) of relevant reports and other information. BRS will supply PDF versions of all relevant documents to JCRA. It is assumed that file reviews will be conducted over a period of one week (five working days).

BRS will provide a summary of the information collected through the file review via entering the data directly into the database created in Task 3.



Data Needs: Access to JCRA files, information on any existing environmental work

Deliverable: Electronic and hard copy document repository for sites in the highest priority segment.

TASK 8: Implementation Plan

Methodology: BRS will develop an implementation plan based on the information developed in Tasks 1 through 7. In addition to presenting all the information collected, the plan will lay out next steps for implementation. This will include a schedule for the priority segments, potential funding sources, recommended acquisition/easement actions, and concurrent activities that can be taken to line up additional segments for construction.

Data Needs: Data collected in Tasks 1-7 will be utilized

Deliverable: Action oriented implementation plan

SCHEDULE

BRS is prepared to schedule the project kick off meeting within two weeks of notice to proceed. The project schedule contingent upon response time from regulatory agencies and others in facilitating the file review. Anticipated schedule is eight months, broken down as below. Refinement of the project schedule is expected to occur as an outcome of the project kick off meeting.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Task 1								
Task 2								
Task 3								
Task 4								
Task 5								
Task 6								
Task 7								
Task 8								

COST ESTIMATE

The detailed cost proposal is attached.

If this proposal is acceptable, please sign below and return one copy. If you have any questions, please call.

Sincerely,





Leah B. Yasenchak
Brownfield Redevelopment Solutions, Inc.

AUTHORIZATION:

**Morris Canal Greenway Implementation Planning
Jersey City Redevelopment Agency
September 12, 2019**

Date: _____

Signature: _____



**Project Cost Proposal
 For
 Morris Canal Greenway Implementation Planning**

<u>Activity</u>	<u>Cost</u>
Task 1. Coordination	\$ 7,050
Task 2. Mapping	\$ 2,974
Task 3. Inventory	\$ 11,116
Task 4. Relationship to Existing Plans	\$ 5,410
Task 5. Parcel Level Implementation Planning	\$ 7,950
Task 6. Prioritization Scenarios	\$ 4,225
Task 7. Conduct File Reviews and Establish Document Repository	\$ 6,620
Task 8. Implementation Plan	<u>\$ 8,810</u>
TOTAL:	\$54,155

BRS Billing Schedule

Position	Hourly Rate
Principal	\$ 160
LSRP	\$ 150
Professional Engineer	\$ 130
Landscape Architect	\$ 125
Professional Planner	\$ 125
Senior Environmental Scientist	\$ 110
Grant Manager / Grant Writer	\$ 96
Support Staff	No Charge



BRS'S Cost Estimate Assumptions and Conditions:

1. Work will be invoiced on a time and materials basis. Activities conducted beyond the total contracted lump sum will constitute a contractual out of scope. The Client will only be invoiced for actual hours worked.
2. BRS's hourly rates quoted will remain the same for performance period of the contract and will not be subject to increase during this time.
3. Sub-consultants are not expected to be needed for the scope of work. In the event that additional activities are performed which would require subcontractors, subcontractor costs would contain a 10% markup.
4. Significant direct costs such as travel, overnight shipping, etc. are not included in the hourly rates and will be invoiced as pass through costs with no markup.
5. Photocopying charges levied by the regulatory agencies and others where file searches are conducted are unknown at this time. In the event that they are substantial, they will be invoiced directly to the Jersey City Redevelopment Agency and are not covered by this proposal.
6. This Agreement may be modified with the mutual consent of both parties. All modifications must be made in writing and must be signed by authorized representatives of the JCRA and BRS.
7. The obligation to provide services under this Agreement may be terminated by either party upon five days written notice. In the event of termination, BRS will be paid for all services rendered and reimbursable expenses incurred to the date of the termination.
8. BRS shall be entitled to use, for promotional purposes, JCRA's name, a general description of the services performed, and a general description of the project, unless requested by the JCRA not to do so.
9. BRS will generate project invoices on a monthly basis. Payment is due upon receipt of invoice. Invoices past due for 45 days or more may be subject to a 5% finance charge.



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY CONDITIONALLY DESIGNATING GARDEN STATE EPISCOPAL AS THE REDEVELOPER FOR PROPERTY LOCATED AT 405-407 OCEAN AVENUE AND IDENTIFIED ON THE CITY TAX MAP AS BLOCK 25802, LOTS 25 AND 26, WITHIN THE OCEAN/BAYVIEW REDEVELOPMENT AREA

WHEREAS, the property located at 405-407 Ocean Avenue and identified on the City tax map as Block 25802, Lots 25 and 26 (the "Property") is located within the Ocean/Bayview Redevelopment Area and is governed by the Ocean/Bayview Redevelopment Plan; and

WHEREAS, the Jersey City Redevelopment Agency (the "JCRA") currently owns the Property; and

WHEREAS, the Property was substantially damaged during a January 23, 2019 flood event and is in need of renovation; and

WHEREAS, Garden State Episcopal has submitted a proposal to the JCRA to renovate the Property to create a total of four (4) affordable housing units on the upper floors and two (2) retail units on the ground floor; and

WHEREAS, Garden State Episcopal has indicated that it will comply with all of the zoning requirements of the Ocean/Bayview Redevelopment Plan and any additional requirements as may be required by the JCRA and by the Jersey City Planning Board; and

WHEREAS, Garden State Episcopal has asked to be designated as the redeveloper for the Property; and

WHEREAS, Garden State Episcopal has the professional experience and financial capability to redevelop the Property in the manner described herein; and

WHEREAS, the JCRA wishes to designate Garden State Episcopal as the redeveloper of the Property, subject to the terms and conditions of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

1. The recitals hereto are hereby incorporated herein as if fully set forth at length.
2. Garden State Episcopal is hereby designated as the redeveloper of the Property and shall have the exclusive option during the term of this designation to negotiate a redevelopment agreement with the JCRA for the redevelopment of the Property.

3. This designation is expressly contingent upon Garden State Episcopal being responsible for and assuming all costs incurred by the JCRA relating to this redevelopment project, including but not limited to the JCRA's legal fees in preparing the redevelopment agreement described herein.

4. This designation shall be for a period of one hundred twenty (120) days from the date of this resolution, which period may be extended for an additional thirty (30) additional days by the Executive Director in her sole discretion.

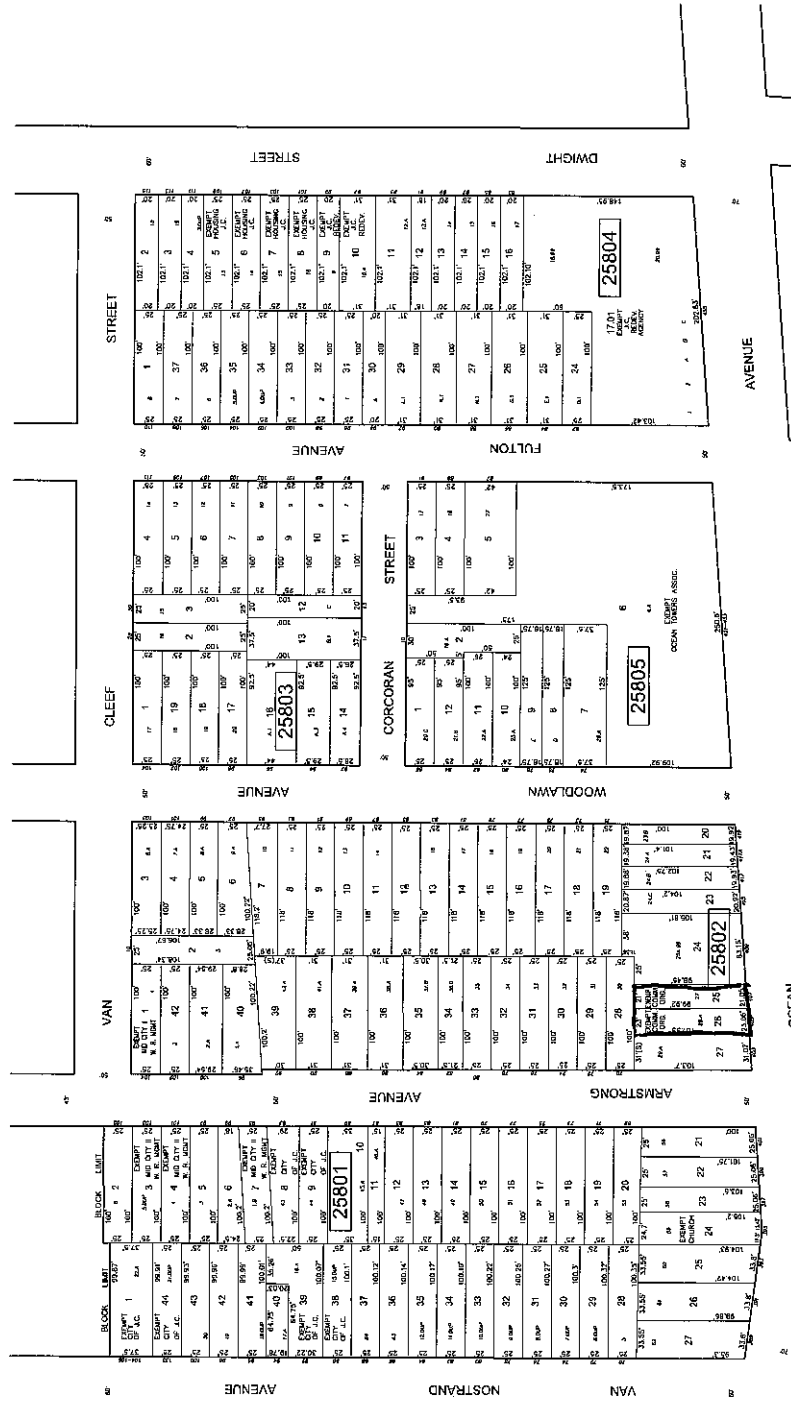
5. If the term of this redeveloper designation expires without the parties having entered into a mutually acceptable redevelopment agreement for the redevelopment of the Property, the designation of Garden State Episcopal as redeveloper of the Property shall automatically expire without any need for further action by the Board.

6. The Executive Director, Chairman, Vice Chairman, and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate the purposes of this resolution in consultation with counsel.


DIANA H. JEFFREY, SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of September 24, 2019.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma Greene	✓			
Denise Ridley	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			



TAX MAP

TAX MAP

Y OF JERSEY CITY
ON COUNTY, NEW JERSEY
CALE: 1st 50th AUGUST, 2006

OWN TOWNSHIP

SEE SHEET 259

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
THE AGENCY TO ISSUE PAYMENT OF PROPERTY DAMAGE
REIMBURSEMENT TO TENANT, UNEEK INSPIRATION
WITHIN OCEAN/BAYVIEW REDEVELOPMENT AREA**

WHEREAS, on January 23, 2019 the Jersey City Redevelopment Agency was the owner of real property located at Block 25802, Lots 25 & 26, more commonly known as 405-407 Ocean Ave. (the "Premises").

WHEREAS, on or about January 23, 2019, Uneek Inspiration was a tenant at the Premises, pursuant to a written lease agreement.

WHEREAS, on or about January 23, 2019, the written lease agreement as to the Premises, required the Jersey City Redevelopment Agency to maintain and repair certain portions of the Premises.

WHEREAS, on or about January 23, 2019, a pipe burst at the Premises, due to extremely cold temperatures.

WHEREAS, as a result of the pipe bursting, Uneek Inspiration sustained property damage, to wit, food spoiling, equipment loss and merchandise loss.

WHEREAS, Uneek Inspiration has presented the Jersey City Redevelopment Agency with loss receipts totaling \$34,894.11.

WHEREAS, the Jersey City Redevelopment Agency denies blame or responsibility for Uneek Inspiration's property damage, but the Agency wishes to issue settlement payment to its tenant in exchange for a release from all past and future liability regarding this claim.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that:

- 1) The above recitals are incorporated herein as if set forth at length.
- 2) The Agency shall endeavor to negotiate and enter into a release and settlement agreement with Uneek Inspiration, wherein it will seek a release from all past and future liability regarding any claim arising out of the January 23, 2019, in exchange for the Agency's payment to Uneek Inspiration of \$34,894.11.

- 3) The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and execute all documents necessary to effectuate this Resolution, in consultation with counsel.
- 4) This Resolution shall take effect immediately.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma Greene	✓			
Denise Ridley	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of September 24, 2019.


 Diana H. Jeffrey, Executive Director

Phil Orphanidis

From: Arelius Ingram <arelius Ingram@gmail.com>
Sent: Tuesday, September 10, 2019 5:43 PM
To: Phil Orphanidis
Subject: Fwd: 405-407 Ocean Avenue

----- Forwarded message -----

From: Denise Askew <dnaskew77@gmail.com>
Date: Tue, Sep 10, 2019, 5:38 PM
Subject: 405-407 Ocean Avenue
To: Arelius <arelius Ingram@gmail.com>

To: The Jersey City Redevelopment Agency

I Arelius Ingram am the Owner and CEO of UNEEEEK SUCCESS STYLES current commercial tenant at 405-407 Ocean Avenue Jersey City NJ 07305 and have been since March of 2009. On January 23, 2019 my commercial rental location (405-407 Ocean Avenue JCNJ) suffered a huge lost when a pipe burst inside said location. My losses are as followed:

Food lost= \$5,000
Equipment lost= \$7,000
Merchandise lost= \$22,894.11
In total \$34,894.11

The said Commercial space at 405-407 Ocean Avenue JCNJ 07305 is Owned by Jersey City Redevelopment Agency 66 York Street suite 30 Jersey City New Jersey 07302.

Sincerely,
Arelius Ingram CEO/Owner
UNEEEEK SUCCESS STYLES

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING THE EXECUTIVE DIRECTOR TO BIND
DIRECTORS AND OFFICERS LIABILITY COVERAGE**

WHEREAS, the Jersey City Redevelopment Agency is desirous of continuing to maintain Directors & Officers Liability Insurance coverage in the amount of \$5,000,000 and;

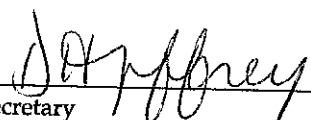
WHEREAS, requests for proposals/quotations were sent out through the JCRA's insurance broker, Brown & Brown Metro, Inc.; and

WHEREAS, the incumbent carrier, Ace American Insurance Company/Hiscox submitted a quote for coverage with a total liability limit of \$5,000,000 with a deductible of \$250,000 including terrorism coverage; and

WHEREAS, the cost for the policy will not exceed \$59,213.16

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that:

1. The Executive Director, Chairman, Vice Chairman and or/Secretary be and are hereby authorized to either a) renew the current coverage and policy for Directors & Officers Liability Insurance with Ace American Insurance Company/Hiscox or another carrier with coverages and limits of liability in amounts equal to those currently in effect.
2. The Executive Director is hereby authorized to pay the premium costs in an amount not to exceed \$59,213.16


Secretary

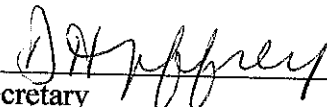
Certified to be a true and correct copy of the Resolution adopted by the Board at its meeting of September 24, 2019.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				
Douglas Carlucci				
Evelyn Farmer				
Erma D. Greene				
Denise Ridley				
Daniel Rivera				
Darwin R. Ona				

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST
AS OF SEPTEMBER 24, 2019**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of September 24, 2019

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of September 24, 2019 be approved as presented.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated September 24, 2019

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
21 CONTRACTING LLC								
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 141	Clean Up: 141 Kearney Avenue	\$1,850.00	\$0.00		\$1,850.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 182	Clean Up: 182 Claremont Avenue	\$950.00	\$0.00		\$950.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 204	Clean Up: 204 Stegman Pkwy	\$1,950.00	\$0.00		\$1,950.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 - 185 Dwight	Clean Up: 185 Dwight St.	\$29,660.00	\$0.00		\$29,660.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 - 185 Dwight	Clean Up: 185 Dwight St.	\$700.00	\$0.00		\$700.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 - 84 Sip	Clean Up: 84 Sip avenue	\$450.00	\$0.00		\$450.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 - 204 Stegm	Clean Up: 204 Stegman Pkwy	\$850.00	\$0.00		\$850.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 - 84 Sip Av	Clean Up: 84 Sip Avenue	\$1,270.00	\$0.00		\$1,270.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 - 99 Dwight	Clean Up: 99 Dwight St	\$7,400.00	\$0.00		\$7,400.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 - 199 Wood	Clean Up: 199 Woodward St.	\$2,166.00	\$0.00		\$2,166.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 25	Clean up: 25 Clinton Avenue	\$950.00	\$0.00		\$950.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 30	Clean up: 30 Cottage St.	\$2,750.00	\$0.00		\$2,750.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 550	Clean Up: 550 Johnson Avenue	\$2,550.00	\$0.00		\$2,550.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 Aetena	Clean Up: Aetena St.	\$475.00	\$0.00		\$475.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 1054	Clean Up: 1054 Garfield Avenue	\$1,650.00	\$0.00		\$1,650.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 30	Clean Up: 30 Cottage St.	\$1,550.00	\$0.00		\$1,550.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 530	Clean Up: 530 Ocean Avenue	\$1,400.00	\$0.00		\$1,400.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 530	Clean Up: 530 Ocean Avenue	\$59,350.00	\$0.00		\$59,350.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 84	Clean Up: 84 Sip	\$1,750.00	\$0.00		\$1,750.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 92	Clean Up: 92 Stegman	\$1,350.00	\$0.00		\$1,350.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 326	Clean Up: 326-330 MLK Drive	\$3,900.00	\$0.00		\$3,900.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 99	Clean Up: 99 Dwight St.	\$1,380.00	\$0.00		\$1,380.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 185	Clean Up: 185 Dwight St.	\$850.00	\$0.00		\$850.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 25	Clean Up: 25 Clinton Avenue	\$1,050.00	\$0.00		\$1,050.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 199	Clean Up: 199 woodward St.	\$500.00	\$0.00		\$500.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 408	Clean Up: 408 Communipaw Avenue	\$1,500.00	\$0.00		\$1,500.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19-314 MLK	Clean Up: 314 MLK Drive	\$750.00	\$0.00		\$750.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19-BLP	Clean Up: BLP	\$2,000.00	\$0.00		\$2,000.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 Power Hous	Clean Up: Power House	\$900.00	\$0.00		\$900.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 -97 -99 Dwi	Clean Up: 97-99 Dwight St.	\$925.00	\$0.00		\$925.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	06/14/19 405	Clean up: 405-407 Ocean Avenue	\$700.00	\$0.00		\$700.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	06/14/19 524	Clean up: 524-530 Ocean Avenue	\$950.00	\$0.00		\$950.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 84	Clean up: 84 Sip Avenue	\$1,500.00	\$0.00		\$1,500.00
21 CONTRACTING LLC	9/24/2019	8/10/2019	08/10/19 408	Clean up: 408-420 Communipaw	\$1,200.00	\$0.00		\$1,200.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 97	Clean up: 97-99 Dwight St.	\$600.00	\$0.00		\$600.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 141	Clean up: 141 Kearney Avenue	\$775.00	\$0.00		\$775.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 182	Clean up: 182 Claremont Avenue	\$270.00	\$0.00		\$270.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 Power	Clean Up: Power House	\$1,575.00	\$0.00		\$1,575.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 34	Clean up: 34 Center Street	\$550.00	\$0.00		\$550.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 BLP	Clean Up: BLP	\$2,000.00	\$0.00		\$2,000.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 199	Clean Up: 199 Stegman	\$1,150.00	\$0.00		\$1,150.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 - 24 Virgin	Clean Up: 24 Virginia Avenue	\$450.00	\$0.00		\$450.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 284	Clean up: 284 MLK Dr.	\$950.00	\$0.00		\$950.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 185	Clean Up: 185 Dwight St.	\$1,850.00	\$0.00		\$1,850.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 53	Clean Up: 53 MLK Drive	\$1,750.00	\$0.00		\$1,750.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 314	Clean Up: 314 MLK Drive	\$1,550.00	\$0.00		\$1,550.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 284	Clean Up: 284 MLK Dr.	\$950.00	\$0.00		\$950.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 204	Clean Up: 204 Stegman Pkwy	\$1,850.00	\$0.00		\$1,850.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 24	Clean Up: 24 Virginia Avenue	\$950.00	\$0.00		\$950.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 405	Clean Up: 405-407 Ocean Avenue	\$950.00	\$0.00		\$950.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19-53 MLK	Clean Up: 53 MLK Drive	\$850.00	\$0.00		\$850.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19-408 Comm	Clean Up: 408 Communipaw Avenue	\$950.00	\$0.00		\$950.00
21 CONTRACTING LLC	9/24/2019	8/10/2019	08/14/19 Triangle	Clean up: Triangle / 2nd St	\$1,200.00	\$0.00		\$1,200.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/14/19 185	Clean up: 185 Dwight	\$950.00	\$0.00		\$950.00
21 CONTRACTING LLC	9/24/2019	9/10/2019	09/10/19 Triangle	Clean Up: Triangle @ Washington St.	\$1,750.00	\$0.00		\$1,750.00
21 CONTRACTING LLC	9/24/2019	8/14/2019	08/10/19-199 Stegma	Clean Up: 199 Stegman St.	\$850.00	\$0.00		\$850.00
66 YORK STREET, LLC				Totals for 21 CONTRACTING LLC:	\$163,846.00	\$0.00		\$163,846.00
66 YORK STREET, LLC	9/24/2019	9/17/2019	09/17/19	Electric Utility -66 York St.	\$648.52	\$0.00		\$648.52
66 YORK STREET, LLC	9/24/2019	9/17/2019	09/17/19	Monthly Operating Expenses	\$250.00	\$0.00		\$250.00
66 YORK STREET, LLC	9/24/2019	9/1/2019	Rent 10/19	Rent 66 York St 10/19	\$9,801.38	\$0.00		\$9,801.38
				Totals for 66 YORK STREET, LLC:	\$10,699.90	\$0.00		\$10,699.90
ADMIRAL INSURANCE COMPANY								
ADMIRAL INSURANCE COMPANY	9/24/2019	9/1/2019	A00000027488-0000	Deductible	\$249.60	\$0.00		\$249.60
				Totals for ADMIRAL INSURANCE COMPANY:	\$249.60	\$0.00		\$249.60
ADVANCED SCAFFOLD SERVICES LLC								
ADVANCED SCAFFOLD SERVICES LLC	9/24/2019	8/31/2019	Appl# 13	Professional Serv. Maintenance HDSB	\$2,550.00	\$0.00		\$2,550.00
				Totals for ADVANCED SCAFFOLD SERVICES LLC:	\$2,550.00	\$0.00		\$2,550.00
AEA Consulting								
AEA Consulting	9/24/2019	8/5/2019	16821	Museum Dev. Project Phase 3 07/19	\$3,313.25	\$0.00		\$3,313.25
				Totals for AEA Consulting:	\$3,313.25	\$0.00		\$3,313.25
AFLAC								
AFLAC	9/24/2019	9/18/2019	10/19	Employee Deduction 10/19	\$565.44	\$0.00		\$565.44
				Totals for AFLAC:	\$565.44	\$0.00		\$565.44
ALAIMO GROUP								
ALAIMO GROUP	9/24/2019	6/30/2019	111235	Engineering Services - Greenway Access Path	\$1,947.50	\$0.00		\$1,947.50
ALAIMO GROUP	9/24/2019	7/31/2019	111842	Engineering Services: Greenway Access Path	\$1,795.00	\$0.00		\$1,795.00
				Totals for ALAIMO GROUP:	\$3,742.50	\$0.00		\$3,742.50
Apruzzese, McDermott, Mastro & Murphy								
Apruzzese, McDermott, Mastro & Murphy	9/24/2019	8/28/2019	220369	Legal Services: Employee Discipline	\$517.36	\$0.00		\$517.36
				Totals for Apruzzese, McDermott, Mastro & Murphy:	\$517.36	\$0.00		\$517.36
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	9/24/2019	9/12/2019	4167219	Professional Services: 199 Woodward	\$23,150.68	\$0.00		\$23,150.68

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
ARCHER & GREINER, P.C.	9/24/2019	9/9/2019	4165483	Professional Services: 423 Grand St	\$1,155.00	\$0.00		\$1,155.00
ARCHER & GREINER, P.C.	9/24/2019	8/2/2019	4161855	Professional Services: FDAD Maple	\$2,447.50	\$0.00		\$2,447.50
ARCHER & GREINER, P.C.	9/24/2019	9/10/2019	4166151	Professional Services: General Representation	\$665.00	\$0.00		\$665.00
ARCHER & GREINER, P.C.	9/24/2019	9/9/2019	4165494	Professional Services: 61-63 Slip Avenue	\$4,859.40	\$0.00		\$4,859.40
ARCHER & GREINER, P.C.	9/24/2019	8/2/2019	4161870	Professional Services: General Representation	\$105.00	\$0.00		\$105.00
ARCHER & GREINER, P.C.	9/24/2019	8/2/2019	4161859	Professional Services: 199 Woodward	\$7,165.00	\$0.00		\$7,165.00
ARCHER & GREINER, P.C.	9/24/2019	9/9/2019	4165496	Professional Services: Bates St.	\$2,196.04	\$0.00		\$2,196.04
ARCHER & GREINER, P.C.	9/24/2019	8/2/2019	4161874	Professional Services: Liberty Park	\$1,893.54	\$0.00		\$1,893.54
ARCHER & GREINER, P.C.	9/24/2019	9/9/2019	4165488	Professional Services: FDAD Maple	\$687.50	\$0.00		\$687.50
ARCHER & GREINER, P.C.	9/24/2019	9/6/2019	4165506	Professional Services: 306 Johnston Avenue	\$357.50	\$0.00		\$357.50
ARCHER & GREINER, P.C.	9/24/2019	8/2/2019	4161864	Professional Services: Bates St.	\$7,466.04	\$0.00		\$7,466.04
ARCHER & GREINER, P.C.	9/24/2019	8/2/2019	4161861	Professional Services: 61-63 Slip Avenue	\$4,559.30	\$0.00		\$4,559.30
ARCHER & GREINER, P.C.	9/24/2019	9/9/2019	4165499	Professional Services: MLK HUB	\$2,345.00	\$0.00		\$2,345.00
ARCHER & GREINER, P.C.	9/24/2019	8/2/2019	4161867	Professional Services: NJ Transit	\$35.00	\$0.00		\$35.00
BLACKBAUD FUNDWARE				Totals for ARCHER & GREINER, P.C.:	\$59,087.50	\$0.00		\$59,087.50
BLACKBAUD FUNDWARE	9/24/2019	8/30/2019	91739781	Subscription	\$5,688.00	\$0.00		\$5,688.00
BRINKERHOFF ENVIRONMENTAL SERV				Totals for BLACKBAUD FUNDWARE:	\$5,688.00	\$0.00		\$5,688.00
BRINKERHOFF ENVIRONMENTAL S	9/24/2019	7/31/2019	232724	Project 19-0295 Pl ESA Garfield Avenue	\$2,950.00	\$0.00		\$2,950.00
BROWN - BROWN METRO INC.				Totals for BRINKERHOFF ENVIRONMENTAL SERV:	\$2,950.00	\$0.00		\$2,950.00
BROWN - BROWN METRO INC.	9/24/2019	9/24/2019	08/21/19	Insurance: Directors and Officers	\$59,213.16	\$0.00		\$59,213.16
BROWNFIELD REDEVELOPMENT SOLUTIONS				Totals for BROWN - BROWN METRO INC.:	\$59,213.16	\$0.00		\$59,213.16
BROWNFIELD REDEVELOPMENT S	9/24/2019	9/12/2019	4435	Green Acres Diversion Application	\$1,946.56	\$0.00		\$1,946.56
BROWNFIELD SCIENCE & TECHNOLOGY				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	\$1,946.56	\$0.00		\$1,946.56
BROWNFIELD SCIENCE & TECHNO	9/24/2019	9/4/2019	764-07.19	Ocean & Dwight Ground Water RI	\$2,447.08	\$0.00		\$2,447.08
CASH				Totals for BROWNFIELD SCIENCE & TECHNOLOGY:	\$2,447.08	\$0.00		\$2,447.08
CASH	9/24/2019	9/24/2019	Replenishment	Petty Cash	\$423.31	\$0.00		\$423.31
CHRISTOPHER FIORE				Totals for CASH:	\$423.31	\$0.00		\$423.31
CHRISTOPHER FIORE	9/24/2019	8/31/2019	Travel	Travel Expense - August	\$118.47	\$0.00		\$118.47
CME ASSOCIATES				Totals for CHRISTOPHER FIORE:	\$118.47	\$0.00		\$118.47
CME ASSOCIATES	9/24/2019	9/13/2019	0248106	Professional Services: Redev. Investigation	\$255.75	\$0.00		\$255.75
CME ASSOCIATES	9/24/2019	8/28/2019	0247529	Professional Services - Redev. Inv.	\$747.75	\$0.00		\$747.75

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CME ASSOCIATES	9/24/2019	8/16/2019	0246734	Professional Services - BLP	\$6,356.00	\$0.00		\$6,356.00
CME ASSOCIATES	9/24/2019	8/16/2019	0246735	Professional Services: BLP	\$334.00	\$0.00		\$334.00
CME ASSOCIATES	9/24/2019	8/28/2019	0247507	Professional Services: Redev. BLP	\$178.00	\$0.00		\$178.00
CME ASSOCIATES	9/24/2019	8/28/2019	0247505	Professional Services - BLP	\$7,965.75	\$0.00		\$7,965.75
CME ASSOCIATES	9/24/2019	7/31/2019	0247507	Professional Services - Bayfront Project	\$22,096.75	\$0.00		\$22,096.75
COMCAST				Totals for CME ASSOCIATES:	\$38,134.00	\$0.00		\$38,134.00
COMCAST	9/24/2019	8/28/2019	8499053543345680	Business Cable 66 York	\$149.72	\$0.00		\$149.72
COMCAST	9/24/2019	8/5/2019	8499053543697536	Business Cable 25 JSQ	\$240.26	\$0.00		\$240.26
COMCAST	9/24/2019	8/16/2019	8499053543248876	Business Internet 665 Ocean	\$175.28	\$0.00		\$175.28
CRYSTAL POINT CONDOMINIUM ASSOC.				Totals for COMCAST:	\$565.26	\$0.00		\$565.26
CRYSTAL POINT CONDOMINIUM A	9/24/2019	8/12/2019	Act # 102	Monthly Maintenance Fee 8/12/19	\$151.02	\$0.00		\$151.02
DAVISON, EASTMAN & MUNOZ, PA				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	\$151.02	\$0.00		\$151.02
DAVISON, EASTMAN & MUNOZ, PA	9/24/2019	8/22/2019	369206	Professional Services: Barnabas Health	\$1,172.55	\$0.00		\$1,172.55
DAVISON, EASTMAN & MUNOZ, PA	9/24/2019	8/22/2019	369204	Professional Serv. Barnabas Health	\$4,536.01	\$0.00		\$4,536.01
DAVISON, EASTMAN & MUNOZ, PA	9/24/2019	8/22/2019	369205	Professional Services: Barnabas Health	\$1,519.75	\$0.00		\$1,519.75
DIANA JEFFREY				Totals for DAVISON, EASTMAN & MUNOZ, PA:	\$7,228.31	\$0.00		\$7,228.31
DIANA JEFFREY	9/24/2019	9/18/2019	Reimbursement	Dental Expense - Dependent	\$528.00	\$0.00		\$528.00
DIANA JEFFREY	9/24/2019	9/23/2019	Travel	Travel Expense: August & September	\$676.11	\$0.00		\$676.11
DRESDNER ROBIN ENVIRON MGMT				Totals for DIANA JEFFREY:	\$1,204.11	\$0.00		\$1,204.11
DRESDNER ROBIN ENVIRON MGMT	9/24/2019	8/27/2019	14464	Professional Serv. BLP	\$1,966.25	\$0.00		\$1,966.25
DRESDNER ROBIN ENVIRON MGMT	9/24/2019	8/12/2019	14404	Professional Serv. BLP	\$573.86	\$0.00		\$573.86
EVENING JOURNAL ASSOCIATION				Totals for DRESDNER ROBIN ENVIRON MGMT:	\$2,540.11	\$0.00		\$2,540.11
EVENING JOURNAL ASSOCIATION	9/24/2019	8/31/2019	1147810 08/19	Public Notices	\$752.24	\$0.00		\$752.24
FEDERAL EXPRESS				Totals for EVENING JOURNAL ASSOCIATION:	\$752.24	\$0.00		\$752.24
FEDERAL EXPRESS	9/24/2019	9/9/2019	Fedex 09/19	Fedex Services	\$217.19	\$0.00		\$217.19
FERRAIOLI, WIELKOTZ, CERULLO & CUVA				Totals for FEDERAL EXPRESS:	\$217.19	\$0.00		\$217.19
FERRAIOLI, WIELKOTZ, CERULLO & CUVA	9/24/2019	9/4/2019	090403	Professional Services 09/19	\$7,500.00	\$0.00		\$7,500.00
FERRAIOLI, WIELKOTZ, CERULLO & CUVA	9/24/2019	9/4/2019	090402	Professional Serv. 07/19	\$1,200.00	\$0.00		\$1,200.00
FERRAIOLI, WIELKOTZ, CERULLO & CUVA	9/24/2019	9/4/2019	090401	Professional Services - Bayfront Project	\$900.00	\$0.00		\$900.00
Totals for FERRAIOLI, WIELKOTZ, CERULLO & CUVA:					\$9,600.00	\$0.00		\$9,600.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	9/24/2019	8/29/2019	42255	Legal Services, 9 Myrtle Avenue	\$82.50	\$0.00		\$82.50
GLUCK WALRATH LLP	9/24/2019	8/29/2019	42251	Legal Services - 364-366 Palisade Avenue	\$35.00	\$0.00		\$35.00
GLUCK WALRATH LLP	9/24/2019	8/29/2019	42254	Legal Services Jai Bajrang Invest	\$314.41	\$0.00		\$314.41
GLUCK WALRATH LLP	9/24/2019	7/3/2019	42041	Legal Serv. 182 Claremont	\$4,183.91	\$0.00		\$4,183.91
GLUCK WALRATH LLP	9/24/2019	8/29/2019	42252	Legal Serv. 98 Myrtle Avenue	\$440.00	\$0.00		\$440.00
GLUCK WALRATH LLP	9/24/2019	8/29/2019	42250	Legal Services - 9 Myrtle Avenue	\$157.50	\$0.00		\$157.50
Totals for GLUCK WALRATH LLP:					\$5,213.32	\$0.00		\$5,213.32
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	9/24/2019	9/17/2019	155113	Recording Deed 626-630 Newark Avenue	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/24/2019	9/11/2019	1549895	Recording RDA - Aetha Monmouth	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/24/2019	8/21/2019	1544928	Recording RDA - I Park View Avenue	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/24/2019	9/5/2019	1548210	Recording Deed Homestead Assemblage LLC	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/24/2019	8/16/2019	1543943	Recording deed various properties	\$40.00	\$0.00		\$40.00
HUDSON COUNTY REGISTER	9/24/2019	9/19/2019	1551755	323 Pine Acquisition LLC	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/24/2019	9/17/2019	1551111	Recording Deed - homestead Assemblage LL	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/24/2019	9/5/2019	1548214	Recording Deed 626-630 Newark Avenue	\$33.00	\$0.00		\$33.00
Totals for HUDSON COUNTY REGISTER:					\$271.00	\$0.00		\$271.00
IN-LINE AIR CONDITIONING CO.,								
IN-LINE AIR CONDITIONING CO.,	9/24/2019	8/27/2019	0000052756	Services rendered for room 215	\$822.71	\$0.00		\$822.71
IN-LINE AIR CONDITIONING CO.,	9/24/2019	8/13/2019	0000052616	Serv. rendered room 212	\$2,685.14	\$0.00		\$2,685.14
IN-LINE AIR CONDITIONING CO.,	9/24/2019	8/14/2019	0000052635	Serv. rendered for room 214	\$2,641.80	\$0.00		\$2,641.80
Totals for IN-LINE AIR CONDITIONING CO.,:					\$6,149.65	\$0.00		\$6,149.65
J & B LANDSCAPE, INC.								
J & B LANDSCAPE, INC.	9/24/2019	8/24/2019	29099	Monthly Maintenance	\$1,825.72	\$0.00		\$1,825.72
Totals for J & B LANDSCAPE, INC.:					\$1,825.72	\$0.00		\$1,825.72
JAMES F WADDLETON								
JAMES F WADDLETON	9/24/2019	9/18/2019	Reimbursement	Dental Expense - Self	\$90.00	\$0.00		\$90.00
Totals for JAMES F WADDLETON:					\$90.00	\$0.00		\$90.00
JC MUNICIPAL UTILITIES AUTHORI								
JC MUNICIPAL UTILITIES AUTHORI	9/24/2019	8/19/2019	30306348540000	Water Charges - 30306348540000	\$285.02	\$0.00		\$285.02
JC MUNICIPAL UTILITIES AUTHORI	9/24/2019	8/23/2019	30308307348913	Water Charges - 25 JSQ	\$1,467.55	\$0.00		\$1,467.55
JC MUNICIPAL UTILITIES AUTHORI	9/24/2019	8/19/2019	30309320562951	Water Charges - 25 JSQ	\$456.23	\$0.00		\$456.23
Totals for JC MUNICIPAL UTILITIES AUTHORI:					\$2,208.80	\$0.00		\$2,208.80
JERSEY CITY TAX COLLECTOR								
JERSEY CITY TAX COLLECTOR	9/24/2019	9/23/2019	2019 3rd Qtr 309	Tax Bill for 309 Johnston Avenue	\$841.37	\$0.00		\$841.37
JERSEY CITY TAX COLLECTOR	9/24/2019	9/23/2019	2019 3rd Qtr 311	Tax Bill for 311 Johnston Avenue	\$798.79	\$0.00		\$798.79
JERSEY CITY TAX COLLECTOR	9/24/2019	9/23/2019	2019 3rd Qtr 313	Tax Bill for 313 Johnston Avenue	\$382.08	\$0.00		\$382.08
JERSEY CITY TAX COLLECTOR	9/24/2019	9/23/2019	2019 3rd Qtr 315	Tax Bill for 315 Johnston Avenue	\$383.08	\$0.00		\$383.08
JERSEY CITY TAX COLLECTOR	9/24/2019	9/23/2019	2019 3rd Qtr 319-21	Tax Bill for 319-21 Johnston Avenue	\$1,062.26	\$0.00		\$1,062.26

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
JERSEY CITY TAX COLLECTOR	9/24/2019	9/23/2019	2019 3rd Qtr 323	Tax Bill for 323 Johnston Avenue	\$1,097.29	\$0.00		\$1,097.29
Jesamili Suazo				Totals for JERSEY CITY TAX COLLECTOR:	\$4,564.87	\$0.00		\$4,564.87
Jesamili Suazo	9/24/2019	9/17/2019	09/19 Reimb.	Reimbursement for Dental	\$1,256.00	\$0.00		\$1,256.00
KINNEY LISOVICZ REILLY & WOLFF PC				Totals for Jesamili Suazo:	\$1,256.00	\$0.00		\$1,256.00
KINNEY LISOVICZ REILLY & WOLFF PC	9/24/2019	8/7/2019	13236	Legal Services- JCRA vs The Crazy Greek	\$2,336.11	\$0.00		\$2,336.11
LM PLAZA 4A PARKING LLC				Totals for KINNEY LISOVICZ REILLY & WOLFF PC:	\$2,336.11	\$0.00		\$2,336.11
LM PLAZA 4A PARKING LLC	9/24/2019	9/17/2019	09/19 Parking	Monthly Parking for Spaces	\$3,652.18	\$0.00		\$3,652.18
M & M Realty Partners, LLC				Totals for LM PLAZA 4A PARKING LLC:	\$3,652.18	\$0.00		\$3,652.18
M & M Realty Partners, LLC	9/24/2019	9/13/2019	Escrow	Returning the Balance of Escrow Funds	\$13,311.98	\$0.00		\$13,311.98
MCMANIMON, SCOTLAND & BAUMANN, LLC				Totals for M & M Realty Partners, LLC:	\$13,311.98	\$0.00		\$13,311.98
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164361	Legal Services: Ocean MLK	\$510.00	\$0.00		\$510.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164350	Legal Services: PPG Redevelopment	\$315.00	\$0.00		\$315.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164385	Legal Services: 8 Erie St.	\$6,242.50	\$0.00		\$6,242.50
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164358	Legal Services: West Campus - KKF 1	\$1,222.50	\$0.00		\$1,222.50
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164384	Legal Services: Argnet (Grand Jersey Lightat	\$3,911.93	\$0.00		\$3,911.93
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164376	Legal Services: 30 Journal Square	\$2,230.00	\$0.00		\$2,230.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164387	Legal Services: Eden Wood Pacific Avenue	\$280.00	\$0.00		\$280.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164359	Legal Services: Argent - Aetna Monmouth	\$13,561.65	\$0.00		\$13,561.65
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164374	Legal Services: 550 Johnson Avenue	\$420.00	\$0.00		\$420.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164366	Legal Services: 440 Retail	\$1,260.00	\$0.00		\$1,260.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164367	Legal Services: Namdar-Homestead	\$1,135.00	\$0.00		\$1,135.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164352	Legal Services: 125 Monitor St.	\$3,570.00	\$0.00		\$3,570.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164365	Legal Services: Tonnelle Avenue	\$1,950.00	\$0.00		\$1,950.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164370	Legal Services: Hampshire	\$3,630.00	\$0.00		\$3,630.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164371	Legal Services: Grand Jersey	\$332.50	\$0.00		\$332.50
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164373	Legal Services: Newark Avenue	\$330.00	\$0.00		\$330.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164980	Legal Fees: BLP	\$225.00	\$0.00		\$225.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164388	Legal Services: 88 Regent ST. LLC.	\$3,540.00	\$0.00		\$3,540.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164378	Legal Services: 327 Communipaw	\$717.50	\$0.00		\$717.50
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164362	Legal Services: Power Plant - Powerhouse	\$2,735.04	\$0.00		\$2,735.04
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164380	Legal Services: 25 Clinton Avenue	\$480.00	\$0.00		\$480.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164368	Legal Services: Namdar Central Avenue	\$1,327.50	\$0.00		\$1,327.50
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164369	Legal Services: 665 Ocean	\$980.00	\$0.00		\$980.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164383	Legal Services: 284 MLK Drive	\$210.00	\$0.00		\$210.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164334	Legal Services: Argent Venture / Johnston Vi	\$7,602.17	\$0.00		\$7,602.17
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164335	Legal Services: 100 Hoboken	\$870.00	\$0.00		\$870.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164386	Legal Services: 385-387 Communipaw Avenue	\$472.50	\$0.00		\$472.50
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164389	Legal Services: Village Estates, Inc.	\$846.50	\$0.00		\$846.50
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164375	Legal Services: 25 Edge Avenue	\$437.50	\$0.00		\$437.50
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164382	Legal Services: Liberty Harbor North Tranz-F	\$1,222.90	\$0.00		\$1,222.90
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164377	Legal Services: Liberty Harbor North II	\$2,607.50	\$0.00		\$2,607.50
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164356	Legal Services: 25 Patridge JC	\$394.60	\$0.00		\$394.60
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164363	Legal Services: Heavenly Temple	\$805.00	\$0.00		\$805.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164486	Legal Services: Port Jersey Second Lead Trac	\$402.50	\$0.00		\$402.50
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164351	Legal Services: BLP	\$6,857.26	\$0.00		\$6,857.26
MCMANIMON, SCOTLAND & BAU	9/24/2019	9/13/2019	165000	Legal Services: 440 Reatili	\$210.00	\$0.00		\$210.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164353	Legal Services: 101 Newkirk	\$300.00	\$0.00		\$300.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164337	Legal Services: West Campus-Claremont 2	\$420.00	\$0.00		\$420.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164379	Legal Services: St. Lucy's	\$420.00	\$0.00		\$420.00
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164372	Legal Services: 184 Morgan	\$2,673.26	\$0.00		\$2,673.26
MCMANIMON, SCOTLAND & BAU	9/24/2019	8/23/2019	164364	Legal Services - Bayfront	\$10,905.47	\$0.00		\$10,905.47
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:					\$88,563.28	\$0.00		\$88,563.28
METLIFE								
METLIFE	9/24/2019	9/18/2019	Employee Def 10/19 2	Employee Deferred 10/19	\$450.00	\$0.00		\$450.00
METLIFE	9/24/2019	9/18/2019	Employee Def. 10/19	Employee Deferred 10/19	\$450.00	\$0.00		\$450.00
Totals for METLIFE:					\$900.00	\$0.00		\$900.00
MOISHES MOVING SYSTEMS								
MOISHES MOVING SYSTEMS	9/24/2019	9/18/2019	Storage	Storage Space at Dey St.	\$700.00	\$0.00		\$700.00
Totals for MOISHES MOVING SYSTEMS:					\$700.00	\$0.00		\$700.00
MONACO LOCK COMPANY								
MONACO LOCK COMPANY	9/24/2019	9/19/2019	272862-1	Mortise Cylinder/Labor	\$140.00	\$0.00		\$140.00
Totals for MONACO LOCK COMPANY:					\$140.00	\$0.00		\$140.00
NEGLIA ENGINEERING ASSOCIATES								
NEGLIA ENGINEERING ASSOCIATE	9/24/2019	8/9/2019	08/09/19	Professional Services - Bayfront Project	\$18,364.30	\$0.00		\$18,364.30
Totals for NEGLIA ENGINEERING ASSOCIATES:					\$18,364.30	\$0.00		\$18,364.30
NEW JERSEY REALTY ADVISORY GRO								
NEW JERSEY REALTY ADVISORY G	9/24/2019	9/5/2019	1453	Trail Fees - 199 Woodward	\$2,975.00	\$0.00		\$2,975.00
NEW JERSEY REALTY ADVISORY G	9/24/2019	8/19/2019	1431	Appraisal Fees - Port Jersey Second Lead Tra	\$2,000.00	\$0.00		\$2,000.00
Totals for NEW JERSEY REALTY ADVISORY GRO:					\$4,975.00	\$0.00		\$4,975.00
NU ADVANCE MEDIA, LLC								
NU ADVANCE MEDIA, LLC	9/24/2019	8/31/2019	XIERS4747218	Star Ledger 08/31/19	\$355.00	\$0.00		\$355.00
Totals for NU ADVANCE MEDIA, LLC:					\$355.00	\$0.00		\$355.00
NU BIZ								
NU BIZ	9/24/2019	7/17/2019	32370	Public Notices: 1/4 Page Req. Women in Busi	\$2,120.00	\$0.00		\$2,120.00
Totals for NU BIZ:					\$2,120.00	\$0.00		\$2,120.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
NJ DIVISION OF MOTOR VEHICLES								
NJ DIVISION OF MOTOR VEHICLES	9/24/2019	6/29/2019	Platc#RVJ59W	Registration Renewal Appl	\$71.50	\$0.00		\$71.50
				Totals for NJ DIVISION OF MOTOR VEHICLES:	\$71.50	\$0.00		\$71.50
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	9/24/2019	7/31/2019	25771	Financial Advisory	\$700.00	\$0.00		\$700.00
NW FINANCIAL GROUP, LLC	9/24/2019	7/31/2019	25699	Financial Advisory Services - Summit Plaza/7	\$1,300.00	\$0.00		\$1,300.00
				Totals for NW FINANCIAL GROUP, LLC:	\$2,000.00	\$0.00		\$2,000.00
PETROCCI AGENCY, LLC								
PETROCCI AGENCY, LLC	9/24/2019	9/5/2019	09/05/19	Professional Serv. 405/407 Ocean Avenue	\$1,068.00	\$0.00		\$1,068.00
PETROCCI AGENCY, LLC	9/24/2019	9/17/2019	09/17/19 2 second	Professional Serv. 2 second St. Unit 102	\$1,492.30	\$0.00		\$1,492.30
				Totals for PETROCCI AGENCY, LLC:	\$2,560.30	\$0.00		\$2,560.30
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 7272997109	665 Ocean Avenue Apt 2A	\$363.93	\$0.00		\$363.93
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 7235763205	292 MLK Fl 2	\$305.50	\$0.00		\$305.50
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 665 Ocean Aven	665 Ocean Avenue Apt 2D	\$146.68	\$0.00		\$146.68
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 7272997303	665 Ocean Avenue Apt 2C	\$154.10	\$0.00		\$154.10
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 7272997702	665 Ocean Avenue Apt 3C	\$100.29	\$0.00		\$100.29
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 7272997605	665 Ocean Avenue Apt 3B	\$276.28	\$0.00		\$276.28
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 7272997508	665 Ocean Avenue Apt 2D	\$174.42	\$0.00		\$174.42
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 7235763302	292 MLK HSE	\$200.30	\$0.00		\$200.30
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 7272997818	665 Ocean Avenue Apt 3D	\$182.36	\$0.00		\$182.36
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 7272997206	665 Ocean Avenue Apt 2B	\$304.77	\$0.00		\$304.77
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/20/2019	Acct 7235763108	292 MLK Fl 1	\$312.54	\$0.00		\$312.54
PUBLIC SERVICE ELECTRIC & GAS	9/24/2019	8/12/2019	Acct 4249703118	25 Journal Square	\$12,292.84	\$0.00		\$12,292.84
				Totals for PUBLIC SERVICE ELECTRIC & GAS:	\$14,814.01	\$0.00		\$14,814.01
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	9/24/2019	9/5/2019	601110006095467 09	Office Supplies	\$982.80	\$0.00		\$982.80
				Totals for STAPLES CREDIT PLAN:	\$982.80	\$0.00		\$982.80
STATE OF NEW JERSEY								
STATE OF NEW JERSEY	9/24/2019	12/31/2018	Qtr 12/31/18	Cost Assessment	\$173.07	\$0.00		\$173.07
				Totals for STATE OF NEW JERSEY:	\$173.07	\$0.00		\$173.07
THOMSON REUTERS WEST								
THOMSON REUTERS WEST	9/24/2019	9/4/2019	840939982	Subscription Product charge	\$1,041.00	\$0.00		\$1,041.00
THOMSON REUTERS WEST	9/24/2019	9/18/2019	09/18/19	Practice Manual	\$440.00	\$0.00		\$440.00
				Totals for THOMSON REUTERS WEST:	\$1,481.00	\$0.00		\$1,481.00
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	9/24/2019	9/17/2019	09/19 ML	Monthly Lease-Toshiba Copier	\$2,626.10	\$0.00		\$2,626.10
TOSHIBA FINANCIAL SERVICES	9/24/2019	8/7/2019	5006771253	Copier Finisher	\$229.55	\$0.00		\$229.55
TOSHIBA FINANCIAL SERVICES	9/24/2019	9/6/2019	Lease 09/19	Monthly Lease	\$308.55	\$0.00		\$308.55

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
TWIN ROCKS SPRING WATER								
TWIN ROCKS SPRING WATER	9/24/2019	5/17/2019	5589856	Water - 66 York	\$102.50	\$0.00		\$102.50
Totals for TOSHIBA FINANCIAL SERVICES:					\$3,164.20	\$0.00		\$3,164.20
UAttend Employee Management System								
UAttend Employee Management System	9/24/2019	9/6/2019	EST002861	Base Subscription	\$408.00	\$0.00		\$408.00
Totals for UAttend Employee Management System:					\$408.00	\$0.00		\$408.00
United Site Services								
United Site Services	9/24/2019	8/15/2019	0005657483	Restroom Services BLP	\$2,517.35	\$0.00		\$2,517.35
Totals for United Site Services:					\$2,517.35	\$0.00		\$2,517.35
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	9/24/2019	9/6/2019	09/06/19	Case / Property Management	\$4,791.67	\$0.00		\$4,791.67
Totals for UNITED WAY OF HUDSON COUNTY:					\$4,791.67	\$0.00		\$4,791.67
VERIZON								
VERIZON	9/24/2019	8/23/2019	9836774821	Telephone Expenses	\$406.96	\$0.00		\$406.96
Totals for VERIZON:					\$406.96	\$0.00		\$406.96
XEROX CORPORATION								
XEROX CORPORATION	9/24/2019	9/5/2019	723650842	Meter Usage	\$215.99	\$0.00		\$215.99
XEROX CORPORATION	9/24/2019	8/20/2019	723650842	Meter Usage	\$216.69	\$0.00		\$216.69
Totals for XEROX CORPORATION:					\$432.68	\$0.00		\$432.68
GRAND TOTALS:					\$568,653.62	\$0.00		\$568,653.62

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (9/24/2019)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CME ASSOCIATES								
CME ASSOCIATES	9/24/2019	7/31/2019	0247507	Professional Services - Bayfront Project	\$22,096.75	\$0.00		\$22,096.75
				Totals for CME ASSOCIATES:	\$22,096.75	\$0.00		\$22,096.75
FERRAIOLI, WIELKOTZ, CERULLO & CUVA								
FERRAIOLI, WIELKOTZ, CERULLO & CUVA	9/24/2019	9/4/2019	090401	Professional Services - Bayfront Project	\$900.00	\$0.00		\$900.00
				Totals for FERRAIOLI, WIELKOTZ, CERULLO & CUVA:	\$900.00	\$0.00		\$900.00
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAUMANN, LLC	9/24/2019	8/23/2019	164364	Legal Services - Bayfront	\$10,905.47	\$0.00		\$10,905.47
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$10,905.47	\$0.00		\$10,905.47
NEGLIA ENGINEERING ASSOCIATES								
NEGLIA ENGINEERING ASSOCIATE	9/24/2019	8/9/2019	08/09/19	Professional Services - Bayfront Project	\$18,364.30	\$0.00		\$18,364.30
				Totals for NEGLIA ENGINEERING ASSOCIATES:	\$18,364.30	\$0.00		\$18,364.30
NJ BIZ								
NJ BIZ	9/24/2019	7/17/2019	32370	Public Notices: 1/4 Page Req. Women in Busi	\$2,120.00	\$0.00		\$2,120.00
				Totals for NJ BIZ:	\$2,120.00	\$0.00		\$2,120.00
				GRAND TOTALS:	\$54,386.52	\$0.00		\$54,386.52

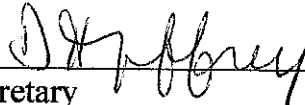
**Jersey City Redevelopment Agency
Cash Requirements Report
INVESTORS BANK**

Report name: Invoice Due Today-INVESTORS
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (9/24/2019)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Investors - Bayfront
Include all Invoice Attributes
Include all Vendor Attributes

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE PERSONNEL LIST AS OF
SEPTEMBER 24, 2019**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency
have received copies of the Personnel List as of September 24, 2019

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the
Jersey City Redevelopment Agency that the Personnel List as of September 24, 2019 be
approved as presented.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of
Commissioners adopted at their Meeting dated September 24, 2019

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			