REDEVELOPMENT AGREEMENT

May 11, 2020

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REDEVELOPMENT AGREEMENT

BY AND BETWEEN

HURSTMONT ESTATE ACQUISITION LLC,
as Redeveloper

AND

TOWNSHIP OF HARDING.

Dated: May 11, 2020

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THIS REDEVELOPMENT AGREEMENT is entered into on this 11th day of May, 2020 (hereinafter referred to as the "Agreement") by and between the **TOWNSHIP OF HARDING**, acting as a redevelopment agency (hereinafter referred to as the "Township"), having its offices at 21 Blue Mill Road, New Vernon, County of Morris and State of New Jersey, 07976 and **HURSTMONT ESTATE ACQUISITION LLC** with offices located at 14 Doty Road, Unit B, Haskell, New Jersey 07420 (hereinafter referred to as "the Redeveloper").

WITNESSETH:

WHEREAS, the real property, which is the subject of this Redevelopment Agreement, is land designated as Block 27 Lot 2 (hereinafter referred to as "the Property"); and,

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (hereinafter referred to as the "Redevelopment Law") provides a process for municipal entities to participate in the redevelopment and improvement of property designated as an "area in need of redevelopment;" and,

WHEREAS, by Township Resolution No. 18-196, dated November 19, 2018, the Township authorized the Planning Board of the Township of Harding (hereinafter "Planning Board") to undertake an investigation as to whether the Property at issue herein qualified as an "area in need of redevelopment," and,

WHEREAS, the Planning Board performed the investigation and produced a report, dated February 1, 2019, entitled "685 Mt. Kemble Avenue ("Glen Alpin") 679 Mt. Kemble Avenue ("Hurstmont") Area in Need of Redevelopment Investigation Report", prepared by

Heyer, Gruel and Associates, 236 Broad Street, Red Bank, New Jersey 07701 (hereinafter "Investigation Report"); and,

WHEREAS, the Investigation Report was reviewed on February 19, 2019, by the Planning Board which recommended to the Township by Resolution that the Property in question qualified as an "area in need of redevelopment," and,

WHEREAS, the Property was determined to be in an "area in need of redevelopment" pursuant to Township Resolution No. 19-073; and,

WHEREAS, the Redevelopment Law, at N.J.S.A. 40A:12A-8, authorizes the Township to arrange for or contract with a selected redeveloper for the planning, construction and/or undertaking of any project or redevelopment work upon the adoption of a redevelopment plan; and,

WHEREAS, the Redevelopment Law, at N.J.S.A. 40A:12A-9, specifies covenants to be contained in an agreement, lease, deed or other instrument between a municipality or redevelopment entity and a redeveloper; and,

WHEREAS, on June 24, 2019, the Township adopted the redevelopment plan known as the Glen Alpin/Hurstmont Redevelopment Plan, Township of Harding, New Jersey, by Ordinance 13-2019 dated June 24, 2019 to include the Property; and,

WHEREAS, the Township adopted an amendment to the redevelopment plan by Ordinance 18-2019 dated September 30, 2019 (the "Redevelopment Plan"); and,

WHEREAS, the Redevelopment Plan provides that the Township Committee shall serve as the Redevelopment entity; and,

WHEREAS, a report of Qualifications dated June 14, 2019 for the redevelopment of the Property was submitted by Hurstmont Estate Acquisition LLC (the "Redeveloper"); and

WHEREAS, by Township Resolution No. TC-19-136, the Redeveloper was designated as the redeveloper of the Property; and,

WHEREAS, Township Resolution No. TC-19-136 also authorized the negotiation of this Redevelopment Agreement; and,

WHEREAS, Township Resolution No. TC-20-094 authorized the Township to enter into this Agreement.

NOW, THEREFORE, for and 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 the Township and the Redeveloper, each binding itself, its successors and assigns for the benefit of the parties hereto, its residents, citizens and the community as a whole, and, further to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the Township and the Redeveloper hereby agree as follows:

ARTICLE I

THE REDEVELOPMENT

1.1 Property. The Property that is the subject of this Redevelopment Agreement is more particularly described as follows: Block 27, Lot 2.

1.2 Redevelopment of Property. The Redeveloper may construct and operate an age restricted senior living community ("Community") consisting of 250 units pursuant to the Redevelopment Plan and approved by the Township (hereinafter referred to as the "Project"). The Project shall provide for (i) no more than 85 units designated as "Assisted Living Residences," as defined in the Redevelopment Plan, and/or units located within the "Dementia Care Home," as defined in the Redevelopment Plan (iii) no more than 125 apartment style units designated as "Independent Living Units," as defined in the Redevelopment Plan and (iv) no more than 40"Townhouse" style homes (the "Project"). The number of Independent Living Units may be increased by a corresponding decrease in the Townhouse style homes. Of the 250 units 40 shall be affordable housing units which shall be either (i) located within the Assisted Living Units pursuant to NJSA26:214-12.16 and NJAC 8:33H-1.7 and/or Dementia Care Home, or (ii) located within the Independent Living Units. The Assisted Living Residences, Independent Living Units, Dementia Care Home units, and Townhouse homes shall be subject to age restrictions are as provided for in the Redevelopment Plan (the "Age Restrictions").

1.3 Applicable Laws and Government Approvals. During the period of the entire Project, the Redeveloper shall comply with any and all Federal, State, County and municipal laws, ordinances, statutes, rules, regulations, executive orders, orders, and/or directives of any kind (hereinafter referred to as "Applicable Laws"), as well as any Government Approvals as hereinafter defined.

a. "Government Approvals" shall mean all relevant governmental and quasi-governmental approvals, authorizations, permits and licenses which may be required in order for Redeveloper to construct the Project, and all easements, rights-of-way, parking agreements, shared access agreements, and other agreements from third parties, whether public or private, which may be required for the Project in order to obtain or satisfy any conditions with respect to any such approvals, authorizations, permits or licenses, all of which shall not contain Unacceptable Conditions (as defined below) including, as applicable: (i) redevelopment plan; (ii) municipal and county preliminary and final subdivision and site plan approval(s) for the Project, including variances and waivers as needed; (iii) highway/road access, road opening, curb cut and related permits; (iv) DEP permits and approvals for stream encroachment, wetlands delineation, Septic Treatment Facility (as defined in section 4.16 herein), including adding additional pump stations, potable water service connection, stormwater discharge, and other matters pursuant to Environmental Laws; (v) commitments for all utilities (including potable water, the Septic Treatment Facility, and "will serve" letters for electric service, natural gas, telephone/fiber optic lines, cable, satellite service and other private utilities), in each case, at standard connection rates and with sufficient capacity to service the Project; (vi) all approvals necessary to obtain

a developer's agreement with the Municipality, other than Redeveloper's signature; (vii) all approvals necessary to obtain a financial agreement with the Municipality for payment in lieu of taxes, other than Redeveloper's signature; and (viii) all other approvals, authorizations, permits and licenses required as a condition for the issuance of building permits for the construction of the Project.

b. "Unacceptable Conditions" shall mean conditions of approval which are imposed by a governmental authority and (A) would cost in the aggregate more than $250,000 in development costs for all components of the project other than the Septic Treatment Facility in excess of eighty million dollars ($80,000,000.00) or would cost in the aggregate more than $150,000 in costs associated with the Septic Treatment Facility in excess of one million five hundred thousand dollars ($1,500,000.00), (B) require more than 40 affordable housing units, pursuant to Section 1.2 herein, or (C) reduce the number of permitted units for the Project below that specified in Section 1.2 herein.

c. "Environmental Laws" shall mean all laws relating to environmental matters or concerning pollution or protection of the environment, including laws governing the use, storage, disposal, discharge, cleanup or reporting of hazardous substances or hazardous wastes. Environmental Laws specifically

include but are not limited to: (i) the New Jersey Industrial Site Recovery Act ("ISRA"), N.J.S.A. 13:1K-6 et seq.; (ii) the New Jersey Site Remediation Reform Act ("SRRA"), N.J.S.A. 58:10C, et seq.; (iii) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. §9601 et seq.; (iv) the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §6901 et seq.; (v) the Clean Water Act, 33 U.S.C.A. §1251 et seq.; (vi) the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq.; (vii) the New Jersey Underground Storage Tank Act, N.J.S.A. 58:10A-21 et seq.; (viii) the New Jersey Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq.; (ix) the New Jersey Hazardous Substances Discharge Reports and Notices Act, N.J.S.A. 13:1K-15 et seq.; and (x) the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq.; together with, in each case, the accompanying or related directives, rulings and regulations, and all as may be amended from time to time.

All references within this Redevelopment Agreement to Applicable Laws and/or Government Approvals shall include any and/or all of the references within this Section, as well as any document and/or requirement reasonably interpreted to be an Applicable Law and/or Government Approval.

ARTICLE II

TOWNSHIP REPRESENTATIONS

The Township makes the following representations:

2.1 By Township Ordinance No. 18-2019, the Township designated itself redevelopment entity pursuant to the Redevelopment Law, N.J.S.A. 40A:12A-1 et seq. It further represents that it remains in good standing and is authorized to enter into this Redevelopment Agreement.

2.2 The Township has adopted Resolution No. TC-19-136 to designate the Redeveloper as the Redeveloper for the Property.

2.3 This Redevelopment Agreement has been duly authorized by Resolution No. TC-20-094, adopted by the Township.

2.4 This Redevelopment Agreement will constitute a legal, valid and binding obligation of the Township, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and subject to the availability of legal and/or equitable remedies.

2.5 The execution and delivery of this Redevelopment Agreement by the Township and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement that the Township is a party or by which it is bound or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof.

2.6 All statements made herein are true and correct and are made to the best of the Township's knowledge, information and belief at the time of the making of this Redevelopment Agreement.

2.7 Upon completion of the required improvements, as set forth in the Redevelopment Plan, the conditions determined to exist at the time the area was declared to be in need of redevelopment shall be deemed to no longer exist as a result of such determinations.

ARTICLE III

REDEVELOPER REPRESENTATIONS AND WARRANTIES

The Redeveloper makes the following representations and warranties:

3.1 The Redeveloper intends to redevelop the Property in compliance with this Redevelopment Agreement, the Redevelopment Plan, and all Applicable Laws and/or Government Approvals.

3.2 The Redeveloper will provide copies of the fully executed deeds conveying the portions of the Property to the urban renewal entities undertaking the Townhome component and the Assisted Living Units, Independent Living Units, and Dementia Care Home component respectively immediately upon closing.

3.3 Redeveloper is under contract to purchase the Property. Within sixty (60) days after receipt of all Government Approvals, Redeveloper shall obtain title to the Property.

3.4 The Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each and every one of the undertakings set forth herein as of the date of full execution by both parties of this Redevelopment Agreement.

3.5 Pursuant to N.J.S.A. 40A:12A-9, the Redeveloper acknowledges that all uses to which the Project may be devoted to are controlled by the most recent and effective Redevelopment Plan, and the most recent and effective Applicable Laws and/or Government Approvals as provided for in Section 4.7, and that under no circumstances can the Redeveloper undertake any construction or redevelopment at the Property that is not in accordance with the Redevelopment Plan and/or Applicable Laws and/or Government Approvals and/or this Redevelopment Agreement.

3.6 Provided this Agreement remains in effect, the Redeveloper shall use reasonable efforts to obtain all necessary Government Approvals, and upon obtaining all Government Approvals, shall use reasonable efforts to commence and continue to redevelop the Property, as outlined in the Redevelopment Plan, in accordance with the estimated development schedule provided by the Redeveloper, attached hereto as Exhibit "A" (hereinafter the "Development Schedule"). The Redeveloper shall have the right to accelerate the time frames set forth in the Development Schedule at its option. The Parties agree that the Development Schedule shall be automatically subject to extension based on a Force Majeure Event as defined in Section 10.8. If the Redeveloper is unable to meet any date set forth on the Development Schedule for reasons other than a Force Majeure Event, Redeveloper shall provide notice to the Township stating: (i)

the reason for the inability to complete the task in accordance with the applicable date, (ii) Redeveloper's proposed method for minimizing such delay, (iii) Redeveloper's anticipated schedule for completing such task, and (iv) the method or methods by which Redeveloper proposes to achieve subsequent tasks and anticipated dates if different from dates in the Development Schedule. The Township shall approve appropriate modifications to the Development Schedule, with such approval not to be unreasonably withheld if the reason for the inability to complete a certain task is attributed to reasonable good cause, provided that the Redeveloper is diligently pursuing construction of the Project, and the Development Schedule shall be adjusted accordingly.

3.7 Prior to the completion of construction of a Project Phase as evidenced by a Certificate of Completion defined in Section 4.19 and subject to Sections 7.3, 7.4, and 7.5, the Redeveloper shall be without the power to sell, lease or otherwise transfer the applicable portion of the redevelopment area or Property, or any part thereof, without the express written consent of the Township, except (i) sell or lease Townhouse units, (ii) lease Independent Living Units, (iii) lease Assisted Living Units and (iv) lease Units in the Dementia Care Home.

3.8 The Redeveloper represents and warrants that all persons or entities with an ownership interest in the Redeveloper are listed in the Ownership Disclosure Statement.

3.9 All necessary resolutions have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf.

3.10 The Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment that the Property and/or the Redeveloper is a party to, or, a violation of any statute, rule, regulation, ordinance, or decree in force as of the date hereof.

3.11 This Redevelopment Agreement has been duly authorized, executed and delivered by the Redeveloper and, on the date hereof, will constitute a legal, valid and binding obligation of the Redeveloper enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar applicable laws affecting creditor's rights generally and subject to the availability of legal and/or equitable remedies.

3.12 No receiver, liquidator, custodian and/or trustee of the Redeveloper has been appointed or is contemplated as of the final execution date by both parties of this Redevelopment Agreement and no petition to reorganize Redeveloper, pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper, has been filed or is contemplated to be filed as of the final execution date of this Redevelopment Agreement by both parties.

3.13 No indictment has been returned against any officer, director, member or official of the Redeveloper with respect to any transaction in any way related to the transactions contemplated by the terms of this Redevelopment Agreement or that would interfere with any of the provisions of this Redevelopment Agreement.

3.14 All statements made herein by or on behalf of the Redeveloper are true and correct and are made to the best of the Redeveloper's knowledge, information and belief and shall do so throughout the duration of this Redevelopment Agreement.

3.15 The Redeveloper represents and warrants that it has obtained or will obtain all necessary licenses and certifications necessary to effectuate the contemplated redevelopment and further represents that it is qualified to do business in the State of New Jersey and has been on or before the date of this Redevelopment Agreement.

3.16 The Redeveloper understands and acknowledges that the Township is reasonably relying upon the representations made herein.

3.17 The Redeveloper represents and warrants that together with its investors and partners, it is properly equipped and organized and has the experience, qualifications, and financial capacity to undertake the construction and operation of the Project pursuant to this Agreement, including, without limitation, the capacity to obtain financing and to provide appropriate security (such as performance and completion guarantees), based on the condition of the Property as understood by the Redeveloper as of the date of execution of this Agreement.

ARTICLE IV

REDEVELOPER'S OBLIGATIONS

4.1 Reimbursement for Professional Services. The Township may, from time to time, retain the services of "Licensed Professionals" (attorneys, planners, financial consultants, traffic consultants, engineers, appraisers, etc.). The Redeveloper agrees that the Township shall be

entitled to appoint Licensed Professionals to act as consultants and to perform such work as the Township deems necessary in connection with the redevelopment of the Property. Notwithstanding the foregoing, the Township shall notify the Redeveloper in advance of retaining any such professional/consultant if not already retained by them as to this Redevelopment. Prior to the date hereof, the Redeveloper has deposited, with the Township, the sum of Forty Thousand Dollars ($40,000) (hereinafter referred to as the "Professional Fee Deposit") to be used towards the payment of said fees and costs. Upon receiving invoices from its professionals, the Township shall pay such invoices, debit the Professional Fee Deposit in the amount of said invoices and forward to the Redeveloper a copy of the invoice, which copy shall serve as notice that the Professional Fee Deposit was debited in the amount of the invoice. In the event the Professional Fee Deposit falls below Fifteen Thousand Dollars ($15,000) the Township shall require the Redeveloper, within ten (10) calendar days of notice of such deficiency, to replenish the Professional Fee Deposit to Twenty-Five Thousand Dollars ($25,000) amount. Upon the expiration of this Agreement, as set forth elsewhere, any escrow monies posted by the Redeveloper that remain in the Professional Fee Deposit Account, shall be refunded to the Redeveloper. The Professional Fee Deposit is separate and distinct from any deposits made pursuant to N.J.S.A. 40:55D-53.1 in connection with site plan and subdivision applications.

4.2 Administrative/Redeveloper Fee. The Redeveloper agrees to pay an Administrative/Redeveloper Fee to the Township (hereinafter referred to as the "Fee") to cover the administrative costs of the Township (which includes time [i.e. manpower] and materials)

which is used by the Township's executive and administrative staff in connection with the proposed redevelopment and costs of the services of Licensed Professionals incurred by the Township prior to the application of the Professional Fee Deposit. Such Fee shall initially be the sum certain amount of $91,500.00 and shall be paid as a condition precedent to Redeveloper filing an application for development for the Project. There shall be no refund of the Fee in the event of termination of this Agreement.

The Township has negotiated the provisions of Sections 4.1 and 4.2 pursuant to the authority granted by the Local Redevelopment and Housing Law and in particular N.J.S.A. 40A:12A-8(f) thereof. Notwithstanding that the Township is not required by the Local Redevelopment and Housing Law to comply with the provisions of N.J.S.A. 40:55D-53.2 governing deposits for development applications, the Township agrees that the fees charged under this section shall be reasonable and necessary, and shall comply with N.J.S.A. 40:55D-53.2(a), (c), (d) and (f) to the extent not otherwise controlled by this Agreement and excluding fees arising from any litigation related to this Agreement or the redevelopment of the Property or any negotiations with Redeveloper concerning this Agreement.

4.3 Township Costs. The Redeveloper shall be responsible for all costs incurred by the Redeveloper in implementing the Project, acquiring the necessary real property and satisfying its obligations under this Agreement. The Redeveloper agrees to be fully responsible for and obligated to reimburse the Township for all of the Township's reasonable costs associated with the Project including but not limited to those listed herein (hereinafter collectively referred to as

the "Township Costs"). The Township Costs shall include, without limitation, the following, to the extent they are not paid by the Professional Fee Deposit:

a. reimbursement of legal fees and other professional fees incurred by the Township in connection with the negotiation with the Redeveloper as the redeveloper of the Project and for the preparation of documents and services provided to the Township, and any litigation arising from the Project;

b. costs of the Township, if any, as a result of compliance with any State, Federal or local regulations;

c. costs of the Township, if any, relating to any Redeveloper financing of the Project; and,

d. any additional costs associated with, and necessary for, the Project, including but not limited to professional fees incurred for planner, architects, engineers, environmental consultants and legal counsel during pre-development, development and until the issuance of a Certificate of Completion for the Project.

The Redeveloper agrees to reimburse the Township for all Township Costs upon forty-five (45) days' written notice from the Township to the Redeveloper given in accordance with the notice provisions of this Agreement. The Redeveloper further acknowledges and agrees that the obligation to reimburse the Township for all Township Costs shall apply to all such costs incurred, whether prior to or subsequent to the termination of this Agreement, provided that with respect to such Township Costs incurred after the termination of this Agreement, such costs are

incurred in connection with actions undertaken by the Township prior to the termination of the Agreement.

4.4 Historic Review. Redeveloper shall include an extra copy of its development plans in its submission for the Township Committee's review for consistency with the Redevelopment Plan and this Agreement.

4.5. Intentionally omitted.

4.6 Performance Guarantees. The Redeveloper shall post bonds and/or irrevocable letters of credit in a form acceptable to the Township consisting of, but not limited to, performance, construction, maintenance and payment guarantees for the proposed site plan improvements pursuant to the Municipal Land Use Law and in accordance with all requirements of the Township's professionals.

4.7 Obtainment of Government Approvals. Subject to the terms of this Agreement, the Redeveloper shall, in a timely manner and with all due diligence, apply for and use reasonable efforts to obtain all required Government Approvals of any kind necessary to gain approvals for the construction of the Project at the Property. Government Approvals shall include the consistency review of project plans by the Township Committee as provided for in the Redevelopment Plan. The consistency determination shall be memorialized by Resolution adopted at an open meeting of the Township Committee. Separate mailed or published notice of the meeting will not be required. The Redeveloper shall be responsible for complete compliance with each and every Government Approval during the entirety of the redevelopment of the

Property and after, as applicable. Every sixty (60) calendar days from the final execution date of this Redevelopment Agreement, the Redeveloper shall provide to the Township a written progress report of all redevelopment activities, including true copies of each application and supporting documents submitted by the Redeveloper, all formal reports received in connection therewith, and all Government Approvals it receives to the Township. The Redeveloper shall be solely responsible for any and all costs and fees incurred in obtaining Government Approvals. The parties agree that the Redeveloper will be required to address the Township and the Planning Board as well as other municipal/County/State/Federal agencies in order to legally, effectively and efficiently redevelop the Property and undertake and complete the Project. The Township agrees to cooperate, when necessary, with the Redeveloper in the process and procedure for such approvals.

4.8 Indemnification of the Township. Redeveloper shall be and remain liable for any and all damages or monetary loss (including, but not limited to, reasonable attorney's fees) that may be suffered by the Township, or its officials, officers, employees, agents, representatives, designees, and/or professionals by any neglect act or omission by the Redeveloper or any person, firm, or corporation that the Redeveloper is legally responsible to/for arising from the Redeveloper's development in any manner of the Property. The Redeveloper shall also indemnify, and hold harmless, the Township, its officials, officers, employees, agents, representative boards, commissions, representatives, designees and/or professionals for any and all actions at law or in equity, charges, debts, liens, encumbrances, costs and reasonable

attorney's fees that may arise from any such damage or loss, from the Redeveloper's development of this Property, except where the Township or its agents have been judicially determined to have been guilty of negligence or misconduct as it specifically relates to the redevelopment of this Property. The within indemnification shall not apply to claims arising out of events first occurring after the issuance of the Certificate of Completion for the Project Phase or Project, as applicable. Claims that relate to events which occurred prior to the issuance of a Certificate of Completion including, but not limited to, construction of a Project Phase or the Project are not subject to the within limitation. The limitation on indemnity shall not extend to liability under the performance and maintenance guarantees required pursuant to Section 4.6.

Redeveloper shall provide proof of a single general liability insurance by way of Accord Certificate with a 30 day provision for notice of change or cancellation in an amount not less than $2,000,000 naming the Township as an additional insured, and that such insurance is primary and non-contributory with respect to general liability and any excess/umbrella liability insurance of Redeveloper, and includes a waiver of subrogation in favor of the Township. Such general liability insurance policy may also name any urban renewal entities controlling any Project Phase(s) as an additional insured. Notwithstanding the foregoing, in the event this agreement is assigned in part to an urban renewal entity responsible for a Project Phase, such urban renewal entity shall be responsible for obtaining a general liability insurance policy as to such Project Phase, or in the event this agreement is assigned in whole to an urban renewal entity

responsible for the Project, such urban renewal entity shall be responsible for obtaining a general liability insurance policy as to the Project.

4.9 Intentionally Omitted.

4.10 Covenant to Build. Provided this Agreement remains in effect, Redeveloper covenants, warrants, represents, and agrees that it or its assignee(s) will construct the improvements on the Property together with all ancillary uses as indicated in the Government Approvals, the site plan, based upon the concept and cross section plan annexed as Exhibit "B" (the "Concept Plan") finally approved by the Planning Board (hereinafter "Site Plan") and the construction plans to be prepared by the Redeveloper's architect (hereinafter "Construction Plans"). The Parties agree that the Concept Plan is illustrative only and subject to modification consistent with the Redevelopment Plan to the best of Redeveloper's knowledge resulting from site constraints of the Property, economic, financing, or demand concerns, or permitting conditions, issues, or requirements pursuant to any Government Approval. All improvements must be constructed in accordance with all restrictions and controls contained in the Redevelopment Plan, or variance granted by the Harding Township Planning Board thereto, which shall include the Community consisting of Assisted Living Residences, Dementia Care Homes, Independent Living Units and Townhouses as set forth in Section 1.2. The Township shall have no responsibility for the cost and expense of any infrastructure (sidewalks, paths except for elective ADA compliance as set forth in Section 4.15, crossings, utilities and site lighting, off street parking, on-site roadways, pilings, foundations, footings, walkways, street

trees, landscaping, Septic Treatment Facility except connection to the Glen Alpin Cultural Center District as provided in Section 4.16, including adding additional pump stations, emergency generators, etc.) and any and all other construction identified in the definition of improvements, on and serving the Property.

4.11 Off-Site Road Improvements. The Township anticipates that there will be constructed in the near future, improvements to Route 202 adjacent to the Property, and to the intersection of Route 202 and Tempe Wick Road by the NJDOT, County of Morris and/or the Township ("Traffic Improvements"). Redeveloper acknowledges the Project requires access, subdivision and/or site plan permits from the NJDOT arising out of the two driveway intersections with Route 202 to service the Property and the proximity of the Project to Route 202 ("Project Traffic Improvements"). Redeveloper shall be responsible for any costs or improvements (subject to Sections 1.3b and 10.5) required for the issue of permits for the Project Traffic Improvements; however, Redeveloper shall have no responsibility for costs or improvements associated with permitting or construction of the Traffic Improvements. The Redeveloper shall be permitted to proceed with the construction of the Project; provided that all other Governmental Approvals have been obtained, regardless of whether the construction of the Traffic Improvements have been permitted, commenced or completed.

4.12 Suspension of Construction. After construction on the Property has commenced, if the Redeveloper shall abandon or suspend construction activities for a period of one hundred eighty (180) cumulative business days during the construction period, subject to Force Majeure,

and the suspension or abandonment is not cured, ended or remedied within thirty (30) business days after written demand by the Township to do so, then the Township shall have the right to declare the Redeveloper in default of this Agreement and terminate this Agreement in accordance with Section 10.3 and 10.4. The cure for abandoned or suspended construction activity shall be a diligent mobilization and continuous construction activities thereafter.

4.13 Affordable Units. As a condition to the issue of a Certificate of Occupancy for the twentieth Townhouse, Redeveloper shall have received Certificates of Occupancy for all of the affordable units to be located in the Independent Living Building. As a condition to the issue of a Certificate of Occupancy for the thirtieth Townhouse, Redeveloper shall have received Certificates of Occupancy for all of the affordable units to be located in the Assisted Living/Dementia Care building. Except to the extent modified by or inconsistent with the Redevelopment Plan, concerning the delivery of Affordable Units, Redeveloper shall comply with the provisions of Ordinance 4-2019 concerning affordable housing including Section 225-213 concerning the fees of the Administrative Agent. To the extent Redeveloper plans to utilize any of the units within the Dementia Care Home as affordable units attributable to assisting living as provided for pursuant to NJSA 26:2H-12.16 and NJAC 8:33H-1.7, written approval of the Administrative Agent and Special Master appointed by the Superior Court of New Jersey (Docket No: MRS-L-1672-15) must be obtained. Provided Redeveloper is in compliance with this Section 4.13, Redeveloper shall have sole discretion with regard to the sequencing of the Project Phases.

4.14 Conveyance. The Redeveloper shall convey a strip of land along the westerly boundary of the Property consisting of 2.5 acres for nominal consideration to the Township, or the Township's designee for use as public open space land. The strip of land shall be established by subdivision approved by the Planning Board no later than the Planning Board's approval of Redeveloper's site plan for the Property in a configuration approved by the Township engineer that shall not interfere with Redeveloper's Project. Notwithstanding the subdivision and conveyance of the 2.5 acres, the 2.5 acres shall be considered part of the Property for purposes of any site plan application for development on the Property and determining such application's compliance with any bulk requirements or design standards imposed by the Redevelopment Plan of the Harding Township Code. The strip of land shall be conveyed by Quit Claim Deed, with good, marketable and insurable title at regular rates, free and clear of liens and encumbrances within 30 days after the Certificate of Completion for the Assisted Living Units, Dementia Care Home and Independent Living Units. The Parties agree that in the event that Redeveloper acquires the Glen Alpin Cultural Center District from the Township, Redeveloper shall receive a credit against the purchase price in the amount of $500,000.00 in recognition of the value of the conveyance pursuant to this Section 4.14 and dedication of the easement pursuant to Section 4.15.

4.15 Easement. Redeveloper shall grant an easement to the Township or its designee for a trail to connect the trail to be located on the Glen Alpin Cultural Center District with the strip of land described above to be located as shown on the Concept Plan within 30 days after the

Certificate of Completion for the Assisted Living Units, Dementia Care Home and Independent Living Units. The trail surface will be of natural materials. The Redeveloper will not have to extend the trail into the strip of land described in Section 4.14 above. The Redeveloper shall construct a permanent outdoor stairway to connect the strip of land if necessary to the trail, the design of which shall be approved by the Township engineer. Notwithstanding the foregoing, Redeveloper shall have sole discretion as to the location of the stairway. Redeveloper shall not be responsible for the ADA compliance of the stairway; to the extent the Township determines ADA compliance is desirable, including but not limited installation of mechanical lift, the Township may make such improvements to the stairway at the Township's sole cost and expense. Title to the easement shall be good, marketable and insurable at regular rates free of liens and encumbrances other than the lien of Redeveloper's construction and acquisition mortgage which shall be subordinated to the easement.

4.16 Septic Treatment. Provided this Agreement remains in effect, upon receipt of all Government Approvals, Redeveloper shall construct a self-contained Subsurface Wastewater Treatment and Disposal System (the "Septic Treatment Facility") on the Property in the location shown on the Concept Plan, that shall include below grade treatment tanks and equipment with an above grade support structure. Redeveloper may commence construction of the Septic Treatment Facility upon obtaining a Treatment Works Approval and Government Approvals from Morris County, at Redeveloper's sole discretion. The structure shall be designed in accordance with the Redevelopment Plan. The Septic Treatment Facility will be sized

sufficiently to service the Project and the adjoining Glen Alpin Cultural Center District, including a renovated Glen Alpin mansion and appurtenant facilities, and a group home or homes to be located where the Glen Alpin garages currently stand. The Township agrees to support Redeveloper's application for a Water Quality Management Plan Amendment to the New Jersey Department of Environmental Protection. The owner of the property within the Glen Alpin Cultural Center District shall be responsible for the costs and expense of all infrastructure necessary to connect the Glen Alpin Cultural Center District property to the Septic Treatment Facility pursuant to the CSAE provided for in Section 6.1. The Septic Treatment Facility shall be deemed a public improvement for purposes of performance guarantees pursuant to N.J.S.A. 40:55D-53, but the Township shall not subject the Septic Treatment Facility to prevailing wage requirements.

4.17 Green Construction. Redeveloper shall pursue LEED or similar certification, or utilize some reasonable LEED standards, even without the pursuit of certification. For the avoidance of doubt, Redeveloper shall not be required to pursue or secure LEED certification. Redeveloper shall incorporate the LEED components listed on Exhibit F.

4.18 Change of Status/Structure. The Redeveloper agrees that it shall not change its legal and/or corporate status/structure without the express prior written consent of the Township, subject to the Provisions of Sections 7.3 and 7.4.

4.19 Certificates of Occupancy/Temporary Certificates of Occupancy and Certificate of Completion. The Parties acknowledge that the Project includes multiple phases,

which such phases include: (a) the Dementia Care Home, (b) the Independent Living Units, and (c) the Townhouse homes (each a "Project Phase"). Each Project Phase may be owned by a separate and distinct urban renewal entity. Upon completion of the construction of all of the components of a Project Phase in accordance with the Government Approvals, the Redeveloper shall apply for a "Certificate of Occupancy" for the components of the improvements constituting the Project Phase as they are completed. Completion of a Project Phase shall mean that all work has been completed including, but not limited to buildings, paving, utilities, landscaping, storm drainage and that all unconditional Certificates of Occupancy have been issued in accordance with the New Jersey Uniform Construction Code. In addition, upon completion of the Project Phase and for purposes of releasing certain of the restrictions referenced in this Agreement, the Township agrees to issue a "Certificate of Completion" in proper form for recording that shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project Phase in accordance with the requirements of this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's obligation to construct the Project Phase within the dates of the commencement and completion of same. Upon issuance of a Certificate of Completion, the conditions determined to exist at the time the applicable portion Property, as may have been subdivided, was determined to be in need of redevelopment shall be deemed to no longer exist. If the

Township shall fail or refuse to provide the Certificate of Completion within thirty (30) calendar days after a written request by the Redeveloper, the Township shall provide to the Redeveloper a written statement setting forth in detail the aspects of the Project Phase that it believes that the Redeveloper has failed to complete in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in order for the Redeveloper to be entitled to a Certificate of Completion.

4.20 Deliverables. On or before the ninetieth day following the date of this Agreement, the Redeveloper shall deliver the following to the Township:

(a) A construction budget for completion of the Project.

(b) Financing and capitalization plan for the Project.

All deliverables shall be subject to the review and approval of the Township in connection with Redeveloper's application for short and long term tax exemptions

4.21 Construction Details. The final plans shall be consistent with the following requirements:

(a) Internal road widths shall be 22 feet. The street providing primary access to the Independent Living Units and Assisted Living/Dementia Care Home buildings may be 24 feet wide.

(b) There shall be no sidewalks along Mt. Kemble Road.

(c) Mountable curbing shall be utilized where feasible.

(d) There shall be no parking along the internal roadways.

(e) Attached as Exhibit "C" is a list of acceptable material for surfacing of retaining walls.

(f) In the event that the service bay for the Independent Living Apartment building is located along the northern property line of the Property, it shall be located partially below finished grade and screened from the residence on the property adjoining to the north, such that the surface drive and vehicles thereon within the service bay shall not be visible from the residence on the property adjoining to the north.

(g) Redeveloper shall make reasonable use of the structures and materials found in the former Hurstmont gardens for ornamentation within the Project, as may be practicable.

ARTICLE V

TOWNSHIP RESPONSIBILITIES

The Township will utilize its best efforts to promote and facilitate the following actions required and the Township understands and acknowledges that the Redeveloper is reasonably relying upon the Township undertaking the following actions:

5.1 Governmental Approval Process Cooperation. The Redeveloper shall have the right, at any time following the Effective Date of this Agreement, to file any application for a local, County, State, or Federal land use approval or permit relevant to any aspect of the redevelopment of the Property or to the extent necessary or appropriate for purposes of financing or other reasons that would promote the goals of redeveloping the Property. The Township and the Redeveloper shall cooperate with and use diligent efforts to obtain, or cause to be obtained,

any and all necessary Government Approvals. To expedite redevelopment of the Property, the Township will exercise good faith diligent efforts in the review by the Township engineering and planning Departments and professionals of the Redeveloper's subdivision, site plan, and construction plans for compliance with all Applicable Laws. The Township Committee shall expedite its consistency review of Redeveloper's plans and the Township Committee shall take such steps as it reasonably can to cause the Planning Board to expedite its review of any application for development submitted for redevelopment of the Property within the time frames established under N.J.S.A. 40:55D-1 et. seq. Application may be made simultaneously for preliminary and final subdivision and/or site plan approval. The Township agrees, to the extent reasonably requested by the Redeveloper and in accordance with Applicable Law to execute (as a co-applicant) any application relating to the Government Approvals.

5.2 Tax Exemption

a. To provide an incentive for the Redeveloper to undertake the implementation of the Project in its intended scope, and recognizing the extraordinary expenses concerning the construction of the Septic Treatment Facility and retaining walls, the removal of excess fill and the support of affordable housing, the Township, pursuant to its authority under NJSA 40A:12A-39, the Township agrees to provide certain assistance to the Project as set forth in this Section 5.2.

b. Pursuant to the Long Term Exemption Law, NJSA 40A:20-1, et seq. (the "LTTE"), the Township agrees to enter into a financial agreement for the Project Phase consisting of the Assisted Living Units, Dementia Care Home and Independent Living Units, to which it will agree to accept a payment in lieu of taxes ("PILOT") with respect to the improvements to be constructed in the Project Phase for the Assisted Living, Dementia Care Home and Independent Living Units (the "AL/IL Financial Agreement"). The Township has authority pursuant to the LTTE, upon adoption of an authorizing ordinance, to execute an AL/IL Financial Agreement substantially in the form and incorporating the terms annexed as Exhibit D.

c. Pursuant to the Five Year Exemption and Abatement Law, NJSA 40A:21-1, et seq. (the "FYEAL"), the Township agrees to enter into a financial agreement for the Project Phase consisting of the development of the Townhouse Units, to which it will agree to accept a PILOT with respect to the improvements to be constructed in the Project Phase for the Townhouses (the "TH Financial Agreement"). The Township has authority pursuant to the FY EAL, upon adoption of an authorizing ordinance, to execute a TH Financial Agreement substantially in the form and incorporating the terms annexed as Exhibit E.

d. The Redeveloper's obligations listed on Exhibit G are contingent upon the approval and execution by the Township of the AL/IL Financial Agreement and the TH Financial Agreement substantially in the form and incorporating the terms of Exhibits D and E. It is contemplated that the ordinances authorizing the two agreements for PILOT will be adopted

immediately following the adoption of the resolution authorizing this Agreement. Redeveloper agrees to execute and deliver to the Township, immediately following the adoption of the authorizing ordinances and the signing of this Agreement by the parties, the signed AL/IL Financial Agreement and the signed TH Financial Agreement.

5.3 Historic Investigation. The Township shall retain such historic research and archaeological professionals to be paid for by Redeveloper out of the Professional Fee Deposit Account pursuant to Section 4.1 as it deems necessary to conduct a survey of the grounds of the Property proximate to the adjacent Morristown National Historic Park in areas not previously developed in connection with Hurstmont. The purpose of the survey shall be to identify and catalog any artifacts that may remain from use of the area as a possible encampment for soldiers during the Revolutionary War. This survey shall be completed by Richard Grubb & Associates, pursuant to proposal dated February 28, 2020 within forty-five days of execution of this Agreement and shall cost no more than fifteen thousand dollars ($15,000.00).

ARTICLE VI

PROJECT OPERATIONS

6.1 Master Association and Cost Sharing Agreement and Easement.

(a) Redeveloper shall establish a Cost Sharing Agreement and Easement (the "CSAE") for all of the Property that shall be extended to the Glen Alpin Cultural Center District for the provision of septic treatment service. The CSAE shall be perpetual in duration and shall apportion the cost and expense for the following:

(i) the repair, replacement, operation and maintenance of Septic Treatment Facility and septic service for the entire area in need of redevelopment.

(ii) Maintenance of common property.

(iii) Interconnections between the Glen Alpin Cultural Center District and the Property including pedestrian (other than the trail) and the Septic Treatment Facility. Redeveloper shall have no obligation to create any vehicular connection between the Glen Alpin Cultural Center District and the Property. The septic connection shall be accomplished by a pressure and not a gravity line which may enter the Property at a reasonable and appropriate point in the boundary line within 200 feet of the Mt. Kemble Road right of way. Redeveloper shall have sole discretion over the location of any septic connection through the Property, provided any such location created by Redeveloper shall be reasonable. The costs to be charged for septic treatment service and conveyance shall be reasonable, based upon actual use and upon applicable NJDEP criteria without contribution for the initial capital cost of installation. The Glen Alpin Cultural Center District shall either 1) install a meter and provide timely quarterly readings of its usage at its sole cost and expense or 2) be charged based on a percentage of total costs, the percentage for which shall be the ratio of the Glen Alpin Cultural Center District's required demand to the total capacity of the Septic Treatment System.

The CSAE document(s) shall include provisions establishing liens to secure common expenses, and the right of the Township to provide the services charging the costs to the property

owners in accordance with the CSAE's cost sharing provisions, with the performing party's right to lien the non-performing party. The Township shall have the right to review and approve the provisions of the CSAE document(s) implementing the provisions of this Section 6.1.

(b) Redeveloper shall establish a Master Property Owners' Association (the "Association") for all of the Property with a Declaration of Covenants and Restrictions (the "Declaration"). The Association shall be perpetual in duration and shall have responsibility at the cost and expense of its Members over the following:

(i) Annual contributions to the Harding Volunteer Fire Department and library

(ii) Maintenance and replacement of all access and internal roadways and driveways including snow clearing.

(iii) Street lighting.

(iv) Stormwater management.

(v) Maintenance of retaining walls.

(vi) Maintenance of common property.

(vii) Establishment and maintenance of tree conservation easement.

The Association documents shall include provisions establishing liens to secure common charge assessments, and the right of the Township to provide the services charging the costs to the Association in the event the Association fails to provide the services. The Township shall

have the right to review and approve the provision of the Declaration implementing this Article VI and the Article VII Declarations pursuant to Article VII.

(c) The Declaration shall also include provisions causing:

(i) its Assisted Living Unit, Dementia Care Home, and Independent Living Unit Member, at its cost and expense, to be responsible for

(1) Private ambulance service for the Property (24 hours, seven days a week). In the event private ambulance service is unavailable, the Assisted Living Unit, Dementia Care Home, and Independent Unit Member shall be invoiced for its use of the public ambulance service.

(2) Private security service for the Property (24 hours, seven days a week).

(3) Removal of solid waste and recycling.

(4) Monitoring and reporting of the applicable Age Restrictions.

(ii) its Townhouse Member, at its cost and expense, to be responsible for:

(1) Private ambulance service for the Property (24 hours, seven days a week). In the event private ambulance service is unavailable, the Assisted Living Unit, Dementia Care Home, and Independent Unit Member shall be invoiced for its use of the public ambulance service.

(2) Private security service for the Property (24 hours, seven days a week).

(3) Removal of solid waste and recycling.

(4) Monitoring and reporting of the applicable Age Restrictions.

6.2 Support for Township Volunteer Service. Conditioned upon the execution by the Township of the AL/IL Long Term Tax Exemption Financial Agreement and the Short Term Townhome Financial Agreement attached hereto as Exhibits D and E:

(a) At the time Certificate(s) of Occupancy are issued for each of the Assisted Living Residences, Dementia Care Home, and Independent Living Units (the "AL/IL CO") is issued, the Redeveloper shall make a one-time contribution of $12,000 to the New Vernon First Aid Squad for telemetry units for each of its two ambulances.

(b) At the time an AL/IL CO is issued, and annually thereafter, the Redeveloper, or its successor the Association shall contribute to the New Vernon Volunteer Fire Department the sum of $40,000 per year. The annual contribution shall be perpetual and be recalculated every five (5) years based upon the percentage change in the Harding Township tax rate during the five year period, not to exceed $50,000. The payment shall be made on the first day of the month following the month following issue of the AL/IL CO, and on the anniversary of the payment date thereafter.

(c) At the time an AL/IL CO is issued, the Redeveloper shall make a one time contribution of $14,000 to the Township for the acquisition of defibrillator for use by the Township Police Department.

(d) At the time an AL/IL CO is issued, and annually thereafter, the Redeveloper, or its successor the Association shall contribute to the Harding Township library in the sum of $5,000 per year. The Parties shall coordinate to create a book exchange between the Harding Township library and the library for the Assisted Living Residences, Dementia Care Home, and Independent Living Units. Residents of the Project shall receive complimentary membership to the Harding Township library.

(e) In the event of the failure to pay the monies due pursuant to this Section 6.2, the Township shall provide Redeveloper with notice. If Redeveloper fails to make such payment within thirty (30) days of such notice, Township may bring an action or suits at law for money damages against the party responsible for such payment pursuant to this Section 6.2. In any suit brought pursuant to this Section 6.2, the prevailing party in any such action, shall be entitled to recover all costs and fees, including attorneys fees incurred in connection with bringing or defending such action.

6.3 Municipal Contribution. There shall be no municipal contributions for services pursuant to the Municipal Services Act, NJSA 40:67-23.2, et seq., as the Townhouse component of the Community will benefit from a tax exemption and the remainder of the Community is not a Qualified Private Community.

6.4 Assisting Living and Dementia Care. There shall be an average of no more than two beds per residential living unit within the Assisted Living and Dementia Care Home components of the Community.

6.5 Age Restriction Reporting. The Declaration shall cause the Association's Townhouse Member to conduct surveying required pursuant to 42 U.S.C. 3607(b)(2)(c) with respect to the Age Restrictions and the limitation on persons 19 years of age or younger for the Townhouses. In addition, the Declaration shall cause the Association's Independent Living Unit Member to survey and monitor the limitation on persons 62 years of age or older in the Independent Living Units. The results of the surveys and reports generated as a result thereof shall be delivered annually to the Township Administrative Officer appointed pursuant to N.J.S.A. 40:55D-2.

6.6 Ambulance and Security Contracts. The Redeveloper, and the Association as its successor, shall submit to the Township for review and approval the contracts for security services and ambulance services, together with amendments thereto. The Township's review shall be limited to determining compliance with the requirements of this Agreement. There shall also be delivered to the Township copies of default notices or notices of termination pursuant to the above referenced contracts. The Township shall not unreasonably withhold, condition or delay approval of the contracts.

6.7 Title 39. Upon approval of the Site Plan for the Project, the Redeveloper shall make application to the Township Clerk for the applicability of Title 39 of the New Jersey statutes to the entire Project pursuant to N.J.S.A. 39:5A-1.

ARTICLE VII

COVENANTS AND RESTRICTIONS

7.1 Declaration of Covenants and Restrictions. Prior to the first Certificate of Occupancy for the Project, the Redeveloper agrees to record declarations as to each of the subdivided parcels of the Property imposing upon said lands the agreements, and the covenants and restrictions as described within this Article VII (the "Article VII Declarations") in the Morris County Clerk's Office. The lien(s) of Redeveloper's construction and acquisition financing shall be subordinated to the Article VII Declarations.

7.2 Description of Covenants. The covenants to be imposed upon the Redeveloper, its successors and assigns, and recorded in the Deeds and the Article VII Declarations, shall set forth that the Redeveloper and its successors and assigns shall:

(a) Devote the Property to the uses specified in the Redevelopment Plan, as of the effective date of this Agreement and in this Redevelopment Agreement, including Section 4.13 of this Agreement, and shall not devote the Property to any other use(s).

(b) Not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or marital status in the sale, lease, rental, use or occupancy of the Property or any buildings or structures erected or to be erected thereon, or any part thereof and,

(c) In the sale, lease or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or any building or structure erected or to be erected thereon is restricted upon the basis of age (except as provided for in the Redevelopment Plan), race, color, creed, religion, ancestry, national origin, sex or marital status, and the Redeveloper, its successors and assigns shall comply with all State and

local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or marital status.

(d) The construction details of Section 4.21 shall be incorporated in the Article VII Declarations.

(e) The Operational covenants of Redeveloper described in Article VI shall be incorporated in the Article VII Declarations, including permitting the Glen Alpin Cultural District to connect to the Septic Treatment Facility.

(f) The conveyance and easement dedication requirements of Sections 4.14 and 4.15 of this Agreement.

(g) The Declaration and the Article VII Declaration shall each include a provision concerning defaults by the Redeveloper prior to conveyance of Project Phases to Association Members, the Association and/or its Members in complying with the covenants.

i. With respect to violations of the Declaration and provisions of the Article VII Declaration addressing Sections 7.1 and 7.2 of this Agreement, the Declaration and the Article VII Declaration will provide that:

   a. the Township shall provide Redeveloper with notice of such violation.

   b. If Redeveloper fails to cure such violation within thirty (30) days of such notice, or such additional reasonable period as may be necessary to cure such violation, provided the Redeveloper is continuously and

diligently pursuing such a cure, the Township shall be entitled to take action in equity to remedy such violation.

c. the prevailing party in any such action shall be entitled to recover all costs and fees, including attorneys fees, incurred in connection with bringing or defending such action.

ii. With respect to violations of the Article VII Declaration addressing Sections 7.3, 7.4, and 7.5, the Article VII Declaration will provide for the Township to exercise those rights and remedies provided in Section 7.3(f) of this Agreement.

(h) Prior to the recording of the Declaration and/or the Article VII Declaration, the Township may enforce the above Sections 7.1 and 7.2 of this Agreement directly against the Redeveloper in accordance with the provisions of subparagraph 7.2(g) above.

7.3 Prohibition Against Transfers.

a. The Redeveloper further represents and agrees for itself, its successors and assigns, that except only as provided by this Section 7.3 and Sections 7.4 and 7.5, or by way of security for and only for the purpose of obtaining the financing necessary to enable the Redeveloper or any successor in interest to the Property or a Project Phase on a portion of the Property, or any part thereof, to perform its obligations with respect to completing the Project or Project Phase and any other purpose authorized by this Agreement, that the Redeveloper has not made or created, and that it will not, prior to the completion of the applicable Project Phase, make or create, or

suffer to be made or created, any sale, conveyance or transfer in any other mode or form of the Property, or any building or structure thereon or any part thereof or any interest therein, without the prior approval of the Township, until a Certificate of Completion has been recorded.

b. Redeveloper may transfer the Property, or a portion of the Property corresponding to a particular Project Phase, without the consent of the Township, to an Urban Renewal entity or entities, pursuant to the Long Term Tax Exemption Law, that are wholly owned subsidiaries of Redeveloper, to a subsidiary or affiliate of Redeveloper pursuant to Section 7.4, or to a "Permitted Transferee" as defined below. Redeveloper may recapitalize or reform an Urban Renewal entity or entities. Redeveloper may also do any of the following without the consent of the Township: (i) sell or lease Townhouse units, (ii) lease Independent Living Units, (iii) lease Assisted Living Units and (iv) lease Units in the Dementia Care Home. A Permitted Transferee shall include any partnership, corporation, limited liability company or other legal entity which is an "Affiliate" of Redeveloper in which Redeveloper possesses a controlling interest, meaning the possession, directly or indirectly, of the power to direct or cause the direction of the redevelopment of the applicable Project Phase of such Affiliate, whether through the ownership of voting securities or by contract or otherwise.

c. Redeveloper may transfer the Septic Treatment Facility to partnership, corporation, limited liability company or other legal entity to which Redeveloper and/or any affiliate of Redeveloper possesses a minority interest and in which an operational partner with septic operational expertise shall direct the operation of the Septic Treatment Facility.

d. Redeveloper may transfer the Property, or a portion of the Property corresponding to a particular Project Phase, with the consent of the Township, not to be unreasonably withheld or delayed, to a Preferred Transferee. A Preferred Transferee shall be a partnership, corporation, limited liability company or other legal entity unrelated to Redeveloper which has demonstrated to the reasonable satisfaction of the Township that:

i. It has the financial capacity to undertake the development, construction and operation of the Property in question, including, without limitation, the capacity to obtain financing, to provide appropriate security (such as performance and completion guarantees) and to otherwise satisfy its obligations with respect to the development of the Property;

ii. It is able to comply with and conform to all of the provisions of this Agreement as they relate to the development of the Property in the Redevelopment Area, or portion thereof as applicable, and expressly assumes all such obligations;

iii. No petition under federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such entity, or any partnership in which such entity was or is a general partner or any entity in which such entity was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of ten (10%) percent (and, in the case of an involuntary proceeding, such proceeding has not been terminated within sixty

(60) days of its commencement) within the ten (10) full calendar years preceding the date of submission of such entity's application for consideration as a Qualified Entity;

iv. Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such entity, is not a target of or a potential witness in a criminal investigation;

v. Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the Township or Redeveloper which has been terminated due to a default by such individual, partnership or entity or which is currently the subject of a dispute in which the Township or Redeveloper alleges such default, nor is such individual, partnership or entity an adverse party in any currently pending litigation involving the Township or Redeveloper;

vi. Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or

State law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision;

vii. Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any Township, State, or Federal ethics law and entering into the proposed transaction with Redeveloper and the Township will not cause any such violation or result in a conflict of interest

e. The Parties acknowledge and agree that the Redeveloper anticipates a joint venture with an institutional investor as a Permitted Transferee, which institutional investor is anticipated to own greater than 50% of the joint venture entity and hold up to fifty percent (50%) control of the joint venture entity, and that Redeveloper intends to convey the subdivided parcels of the Property pursuant to Section 7.4 to entities unrelated to Redeveloper.

f. The Article VII Declarations shall contain a restriction against transfers that are not permitted by this Section 7.3 or Sections 7.4 and 7.5, and in addition, shall provide that in the event of any attempted transfer in violation of Sections 7.3, 7.4, or 7.5, the Township shall provide Redeveloper with notice of such violation. If Redeveloper fails to cure such violation within thirty (30) days of such notice, or such additional reasonable period as may be necessary to cure such violation, provided the Redeveloper is continuously and diligently pursuing such a cure, the Township shall be entitled to the ex parte issuance of an injunction restraining such transfer, and the recovery of legal fees and related expenses of the Township in connection with

any such legal action. Upon the recording of the Article VII Declarations in the Office of the Morris County Clerk, the provision affording such injunctive relief shall have the same force and effect as a Notice of Lis Pendens. The Township acknowledges that upon the issuance of a Certificate of Completion for a Project Phase, the restrictions on transfer shall be of no further force and effect with respect to that Project Phase and the Township shall record a discharge of same.

7.4 Subdivision. Redeveloper shall cause the Property to be subdivided as set forth on the Concept Plan so that the Townhouse Project Phase will be located on a separate lot, and the remainder of the Project may be located on a separate lot. Either lot may be conveyed to an entity that is a subsidiary or an Affiliate of Redeveloper, or as otherwise provided in this Article VII.

7.5 Ordinary Course of Business. The Redeveloper may in the ordinary course of business (i) sell or lease townhouse units, (ii) lease Independent Living Units, (iii) lease Assisted Living Units and (iv) lease Units in the Dementia Care Home.

7.6 Effect and Term of Covenants. It is intended and agreed, and the Declaration and Article VII Declarations shall so expressly provide, that the agreements and covenants set forth in Article VI and this Article VII shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Township,

its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreements and covenants set forth in Section 7.2(a) shall remain in effect until the expiration of the Redevelopment Plan (at which time such agreements and covenants shall cease and terminate) and that the agreements and the covenants provided in Sections 7.2(b) (c) (d) (e) and (f) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Project or Project Phase, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successor or party shall have title to, or an interest in, or possession or occupancy of the Property, the buildings and structures thereon or any part thereof.

7.7 **Enforcement by the Township.** In amplification, and not in restriction of the provisions of Article VI and this Article VII, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Article VI and Section 7.2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest

therein to or in favor of which such agreements and covenants relate. The Township shall have the right, in the event of any breach of any such agreement or covenant, to terminate this Agreement in accordance with Sections 10.3 and 10.4.

7.8 Change in Management. Should the principal managers of Redeveloper die, become incapacitated or cease their association with Redeveloper, Redeveloper shall within sixty (60) days of such event, provide documentation reasonably satisfactory to the Township to support a replacement principal manager or reassignment of duties to demonstrate satisfactory continuity of operations of the Redeveloper. The principal managers are Peter H. Monaghan, Michael Nestico and John Petrozza.

7.9 Assignment and Assumption. In the event of a transfer or transfers pursuant to Sections 7.3 or 7.4, the Redeveloper and transferee shall enter into an assignment and assumption agreement in form reasonably satisfactory to the Township whereby the transferee agrees to be bound to this Agreement as if it were the Redeveloper for that portion of the Project to be constructed or owned by the transferee, and that this Agreement may be enforced by the Township against the transferee, in addition to the Redeveloper. In the event of a transfer, the Redeveloper shall not be released from its obligations under this Agreement with respect to obligations occurring prior to such transfer or with respect to any portion of this Agreement not assigned.

ARTICLE VIII

RIGHT TO ACCESS AND INSPECTION

Upon reasonable notice to the Redeveloper, the Township and/or the duly authorized representatives or agents of either and/or both shall be permitted to access and inspect the Property at any time.

ARTICLE IX

MORTGAGE FINANCING AND RIGHTS OF MORTGAGEE

9.1. Notice to Township. Prior to the completion of a Project Phase, as certified by the Township, neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purpose of obtaining funds in connection with the Project. The Redeveloper shall provide the Township with the name and contact information for Redeveloper's construction lender. The provisions of this Section 9.1 shall not be deemed to grant to the Township the right to approve or review the terms of any financing for the Project.

9.2. Completion of Project. Notwithstanding any of the provisions of this Agreement, including but not limited to those that are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu

thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any purchaser at foreclosure sale other than the holder of the mortgage itself, shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or Project Phase or to guarantee such construction or completion; nor shall any covenant or any other provision in the Declaration be construed to so obligate such holder. Except as otherwise provided in Section 9.4 herein, nothing in this Article or any other Article or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan and this Agreement.

9.3. Notice to Mortgagee. Whenever the Township shall deliver any notice or demand to the Redeveloper with respect to a default by the Redeveloper, the Township shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last known address of such holder shown in the records of the Township if and as provided by holder of the mortgage.

9.4. Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. After any default by Redeveloper hereunder, each holder shall (insofar as the rights of the Township are concerned) have the right, at its option, to cure or remedy the default of and to add the cost thereof to the mortgage, provided that, nothing contained in this Article or any other Article of this Agreement shall be deemed to permit or authorize such holder, either before or

after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project or applicable Project Phase (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the Township, by written agreement satisfactory to the Township, to complete, in the manner provided in this Agreement, the Project or Project Phase on the Property or the part thereof that the lien or title of such holder relates. Any such holder who shall properly complete the Project or applicable Project Phase shall be entitled, upon written request made to the Township, to receive the Certificate of Completion as hereinabove set forth in Section 4.19 hereof.

9.5. Township's Option to Pay Mortgage Debt or Purchase the Property. In any case, where, subsequent to default by the Redeveloper (or any successor in interest) under the terms of this Agreement, the holder of any mortgage on the Property or part thereof: (a) has, but does not exercise, the option to construct or complete the Project relating to the Property or Project Phase, covered by its mortgage or that such holder has obtained title, and such failure continues for a period of one hundred twenty (120) days after the holder has been notified or informed of the default; or (b) undertakes construction or completion of the Project or applicable Project Phase but does not complete such construction within the period as agreed upon by the Township and such holder, which period shall be at least as long as the period prescribed for such construction or completion in the Agreement, and such default shall not have been cured within one hundred twenty (120) days after written demand by the Township so to do, the

Township shall (and every mortgage instrument made prior to completion of the applicable Project Phase by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, if ownership of the Property has vested in such holder by way of foreclosure or action in lieu thereof, the Township shall be entitled, at its option, to a conveyance to the Township of the Property upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

ARTICLE X

COMPLETION OR TERMINATION OF REDEVELOPMENT AGREEMENT

10.1 Completion of Agreement. This Redevelopment Agreement shall terminate, except those provisions that are specifically reserved to survive beyond the end of this Redevelopment Agreement, upon completion of all of the Redeveloper's obligations and acceptance of same by the Township pursuant to this Redevelopment Agreement and the

Redevelopment Law including, but not limited to Sections 1.2, 4.2, 4.16, 7.1 and 7.2 and Article VI. Upon completion of the required improvements, the conditions determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, as a result of these determinations.

10.2 Remedies Cumulative. The remedies hereinafter set forth in this Article X for the benefit of the Redeveloper and the Township, together with the Township's remedies expressly set forth elsewhere in this Agreement, including, but not limited to, Section 4.6, 4.8, Article VI, Section 7.2 and Section 7.7, are not intended to be exclusive of any other remedy given hereinunder and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. It is the express intention of the parties that the remedies available to the Township shall be equitable and not in the nature of damages except as expressly set forth herein.

10.3 Right of Termination by Township. In the event that the Township believes that the Redeveloper is not pursuing the redevelopment of the Property in good faith in accordance with the Development Schedule, subject to Force Majeure, the Township may elect to provide Notice to the Redeveloper. With respect to Redeveloper's acquisition of the Property, if the seller of the Property fails to close title, Redeveloper shall be considered proceeding in good faith if it has commenced a specific performance suit within thirty (30) days of the date set for

closing, and diligently and continuously prosecutes the litigation. Redeveloper shall keep the Township fully informed as to the status of the litigation and provide copies of all pleadings and orders. Within thirty (30) calendar days of receiving said Notice, the Redeveloper shall provide documentation to the Township, which supports and substantiates the Redeveloper's good faith efforts. Upon receipt and review, if the Township is satisfied, it shall withdraw its Notice. If the Township is not satisfied, it shall provide a Second Notice with specificity. The Redeveloper shall have a ninety (90) calendar day period after receipt by the Redeveloper of the Second Notice to substantially cure the issues raised by the Township as related to the alleged non-performance provided however, if alleged non-performance is the failure to complete the Project or Project Phase in accordance with the Development Schedule, subject to Force Majeure, the Redeveloper shall have a reasonable additional period to complete construction, provided it is continuously and diligently pursuing completion. If the Redeveloper does not substantially cure within the said ninety (90) day calendar period (or such additional period to complete the Project or Project Phase as aforesaid), the Township may terminate this Agreement without penalty and without either party having any further obligation to the other except: (i) the refunding by the Township to the Redeveloper of any unused escrow monies pursuant to Section 4.1; (ii) if site work has commenced and Redeveloper fails to stabilize the soil, the Township may complete soil restoration utilizing the performance guarantees posted with the Township pursuant to N.J.S.A. 40:55D-53; (iii) if construction of the Septic Treatment Facility or other public improvement, if any, has commenced and Redeveloper fails to complete the Septic Treatment

Facility or other public improvement, the Township may complete the Septic Treatment Facility or other public improvement utilizing the performance guarantees posted with the Township pursuant to N.J.S.A. 40:55D-53; and (iv) payment of any Township costs pursuant to Section 4.3 not covered by the Professional Fee Deposit Account or the Fee (in which event Section 6.2(e) shall apply to collection).

10.4 Remedies of Township upon Event of Default.

Whenever any default by the Redeveloper shall have occurred and be continuing beyond any applicable cure period, the Township may terminate this Redevelopment Agreement. In the event that the Township terminates the Redevelopment Agreement as the result of a default, the Redeveloper shall immediately vacate and turn over possession of any property owned or controlled by the Township to the Township. The Parties agree that termination of this Redevelopment Agreement shall be the Township's sole remedy with regard to all defaults by the Redeveloper, except as set forth in elsewhere in this Agreement. It is the express intention of the parties that the Township shall not be entitled to specific performance of the obligation to obtain Government Approvals or construct the Project pursuant to this Agreement.

10.5 Rights of Termination by Redeveloper.

Notwithstanding the foregoing, if (i) any of Redeveloper's applications for Government Approvals are denied, or (ii) any requirement or condition which is an Unacceptable Condition is imposed in connection with the grant of a Government Approval or (iii) anyone contests or challenges the grant of a Government Approval, or (iv) the party or parties who are to issue one

or more of the Government Approvals indicate to Redeveloper (formally or informally), or Redeveloper makes a good faith determination, that such Government Approvals will not be issued; or (v) the Redeveloper is unable to obtain the Government Approvals in the time provided in the Development Schedule; or (vi) the Redeveloper determines that construction of the Project is economically infeasible due to excessive cost, unavailability of financing and/or change in market demand, then Redeveloper shall have the right, but not the obligation to (a) appeal or defend against such action, or institute or engage in litigation or other proceedings in connection with the Government Approvals (an "**Appellate Proceeding**"); or (b) terminate this Agreement by written notice given to the Township at any time after Redeveloper (i) receives written notice of the action which Redeveloper elects not to appeal, contest, defend or litigate, (ii) reasonably determines that such Government Approvals will not be issued, or (iii) reasonably determines that the Project is economically infeasible due to excessive cost, unavailability of financing and/or change in market demand without penalty and without either party having any further obligation except the Township's refund to the Redeveloper of any unused escrow monies pursuant to Section 4.2.

If Redeveloper elects to pursue an Appellate Proceeding in connection with the Government Approvals, then Redeveloper shall do so at its sole cost and expense. Redeveloper shall have no obligation to pursue, or continue to prosecute, any Appellate Proceeding in connection with any Government Approval, and the determination whether or not to do so shall be within Redeveloper's sole and nonreviewable discretion.

10.6 Remedies of the Redeveloper upon Event of Default. Whenever any default of the Township shall have occurred and be continuing, the Redeveloper may terminate this Redevelopment Agreement or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Township under this Redevelopment Agreement. In the event that the Redeveloper terminates the Redevelopment Agreement as the result of a default, the Township shall refund to the Redeveloper any unused monies in the Professional Fee Deposit pursuant to Section 4.1.

10.7 No Waiver Due to Failure or Delay. Except as otherwise expressly provided for in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to default shall not operate as a waiver of any such rights or remedies or deprive either party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

10.8 Force Majeure Event. A 'Force Majeure Event' is one that occurs beyond reasonable control and not due to the fault of or the negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency, acts of God, such as earthquakes (or other severe and unusual events or natural occurrences such as hurricanes, tornadoes and floods not reasonably foreseeable at the time of the occurrence); acts or omissions of other parties (including litigation by third parties); acts of the public enemy; acts of war; fire; epidemics;

quarantine restrictions; blackouts; power failures or energy shortages; governmental embargoes; geo-political issues; strikes, walkouts, work stoppages, or similar labor action by equipment or material suppliers or transporters or delays of contractors due to any of the foregoing such causes; or the unavailability of necessary building materials (provided that the Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project Phase); or any actions or inactions by any Federal, State, county or local governmental or quasi-governmental authority with respect to the Government Approvals or the development of the Project Phase affecting the rights or obligations of the Redeveloper or the Township hereunder; court orders, laws, rules, regulations or orders of governmental or public agencies, bodies or authorities or (i) an economic downturn as evidenced either by two (2) successive quarters of reduced GDP or (ii) an increase in interest rates or a decrease in permitted leverage for construction financing by conventional lenders that would make the Project economically infeasible ("Economic Force Majeure Event") or any other similar cause not within the control of the Redeveloper.

During any Force Majeure Event that affects only one Project Phase, the Redeveloper shall, to the maximum extent feasible in Redeveloper's sole discretion, continue to perform its obligations for the Project Phases that are unaffected by the Force Majeure Event. The existence of a Force Majeure Event shall not prevent the Township from issuing a Notice of Default or from the occurrence of a default by the Redeveloper if the event that is the basis of the default is not a result of the Force Majeure Event.

10.9 Extension of Time Due to Force Majeure Event. For the purposes of this Redevelopment Agreement, neither the Township nor the Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that, in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event, provided however, with respect to an Economic Force Majeure Event, the tolling period shall not exceed seven (7) years to invoke the tolling provisions hereunder, the party invoking the provisions hereof must give written notice to the other party of the occurrence of a Force Majeure Event as soon as practicable but in no event more than sixty (60) calendar days after the occurrence thereof. The Parties agree that a Force Majeure Event has arisen as result of the COVID-19 outbreak and Governor Murphy's Executive Order 107 and that all time periods herein are therefore tolled. Such time periods may be extended for additional periods of time in the event that processes associated with Development Approvals require additional time following the COVID-19 outbreak. The Parties are not yet able to determine when the Force Majeure Event will be concluded.

ARTICLE XI

NOTICES

Formal notices, demands and/or communications between the Township and the Redeveloper and from the Redeveloper to the Township or from the Township to the Redeveloper (as required herein) shall be deemed sufficiently served if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Formal notices may also be sent by a commercial overnight delivery service with package tracking capability and proof of delivery is available. In this case such notice is deemed to be effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice. Informal communications may be carried out by regular mail.

Copies of all notices, demands and communications shall be sent as follows:

(a) **In case of the Township**:

Township of Harding
21 Blue Mill Road, New Vernon
Morris, New Jersey 07976
Attn: Robert Falzarano

With a Copy to:

(if by mail)
John H. Hague, Esq.
Greenbaum Rowe Smith Davis, LLP

Metro Corporate Campus One
P.O. Box 5600
Woodbridge, New Jersey 07095

(if by delivery)
John H. Hague, Esq.
Greenbaum Rowe Smith Davis, LLP
99 Wood Avenue South
Iselin, New Jersey 0795-0988

(b) **In the case of the Redeveloper**:

Hurstmont Estate Acquisition LLC
14 Doty Road, Unit B
Haskell, NJ 07420
Attn: Peter H. Monaghan

With a Copy to:
Thomas Malman, Esq.
Day Pitney LP
One Jefferson Road
Parsippany, NJ 07054

ARTICLE XII

MISCELLANEOUS

12.1 Entire Agreement. This Redevelopment Agreement constitutes the entire Redevelopment Agreement of the parties and supersedes, except as otherwise indicated herein, the prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof.

12.2 Estoppel Certificates. Within thirty (30) calendar days following written request thereof by a party hereto, or of any holder, purchaser, tenant or other party having an interest in

the Property (or portion thereof), the other party shall issue a signed estoppel certificate either stating that this Redevelopment Agreement is in full force and effect and that there is no known default or breach under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in a default or breach under this Redevelopment Agreement), or stating the nature of the default or breach and/or event, if any. In the event the estoppel certificate discloses such a default, breach or event, it shall also state the manner that such default, breach, and/or event may be cured, or is curable. No more than two (2) estoppel certificates may be requested per calendar year. This provision shall not be effective until construction has commenced on the Project. A party may request additional estoppel certificate(s) in the event a specific concern arises, which request shall not be unreasonably denied.

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

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

12.5 Drafting Ambiguities. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Redevelopment Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same. In the event a dispute arises regarding the interpretation of this Agreement or its provisions, either party may seek a declaratory judgment for interpretation of the disputed provision. The prevailing party in any such action shall be entitled to recover all costs and fees, including attorneys fees incurred in connection with bringing or defending such action.

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

12.7 Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Redevelopment Agreement, such interest being prohibited by law.

12.8 Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and all Applicable Laws, and the venue of any litigation arising from this Redevelopment Agreement and/or the Project shall

be in the County of Morris, State of New Jersey.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Township has caused this Agreement to be duly executed in its name and as designated redevelopment entity agent of the Township of Harding, and its seal to be hereunto duly affixed and attested, and the Redeveloper has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written and its seal to be hereunto duly affixed and attested by its Secretary.

ATTEST:

TOWNSHIP of HARDING,
as Redevelopment Agency

By: _____, Clerk

By: _____, ~~Secretary~~ Mayor

WITNESS:

HURSTMONT ESTATE ACQUISITION LLC,
Redeveloper

By: _____

By: _____
Peter H. Monaghan, Manager

STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

BE IT REMEMBERED, that on May 14, 2020, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Lisa Sharp who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of the TOWNSHIP OF HARDING, a body corporate and politic, and the body corporate and politic named in the within instrument; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by Christopher Yates as and for the voluntary act and deed of said body corporate and politic, in presence, who thereupon subscribed his name thereto as attesting witness.

Lisa Sharp

Sworn and subscribed to
before me this 14th day of
May, 2020.

Notary Public

John H. Hague, Esq.
An Attorney at Law of the
State of New Jersey

STATE OF NEW JERSEY)
) SS:
COUNTY OF PASSAIC)

BE IT REMEMBERED, that on MAY 8, 2020, PETER MONAGHAN appeared before me, the subscriber, a Notary Public of the State of New Jersey, this person acknowledged before me, under oath, and to my satisfaction, that he/she is the OWNER of HURSTMONT ESTATE ACQUISITION LLC, a limited liability company established and operated under the Laws of the State of New Jersey, the entity named in the within Instrument and that he/she signed, sealed and delivered the attached document as and for his/her act and deed and as the authorized act and deed of the limited liability Corp..

Joan Shuhnicki

Sworn and subscribed to
before me this 8TH day of
MAY, 2020.

JOAN SHUHNICKI
Notary Public, State of New Jersey
My Commission Expires
August 22, 2023

REDEVELOPMENT AGREEMENT

EXHIBIT A

DEVELOPMENT SCHEDULE

Task	Date for Completion
Subdivision/Site Plan Application Submission	Three months from execution of Financial Agreements pursuant to Section 5.2
Obtain All Government Approvals	Eighteen months from Subdivision/Site Plan Application Submission
Commencement of Site Work, including installation of driveways, Septic Treatment Facility, and infrastructure	Three Months from Obtaining All Government Approvals, Weather Permitting
Commence Construction of Townhome and/or Assisted Living Residences, Dementia Care Home Units, and Independence Living Units	Six Months from Commencement of Site Work, Weather Permitting and Provided No Unexpected Site Conditions Are Encountered
Certificate of Occupancy and Certificate of Completion for Assisted Living Residences, Dementia Care Home Units, and Independence Living Units	Two Years from Commencement of Construction of Assisted Living Residences, Dementia Care Home Units, and Independence Living Units

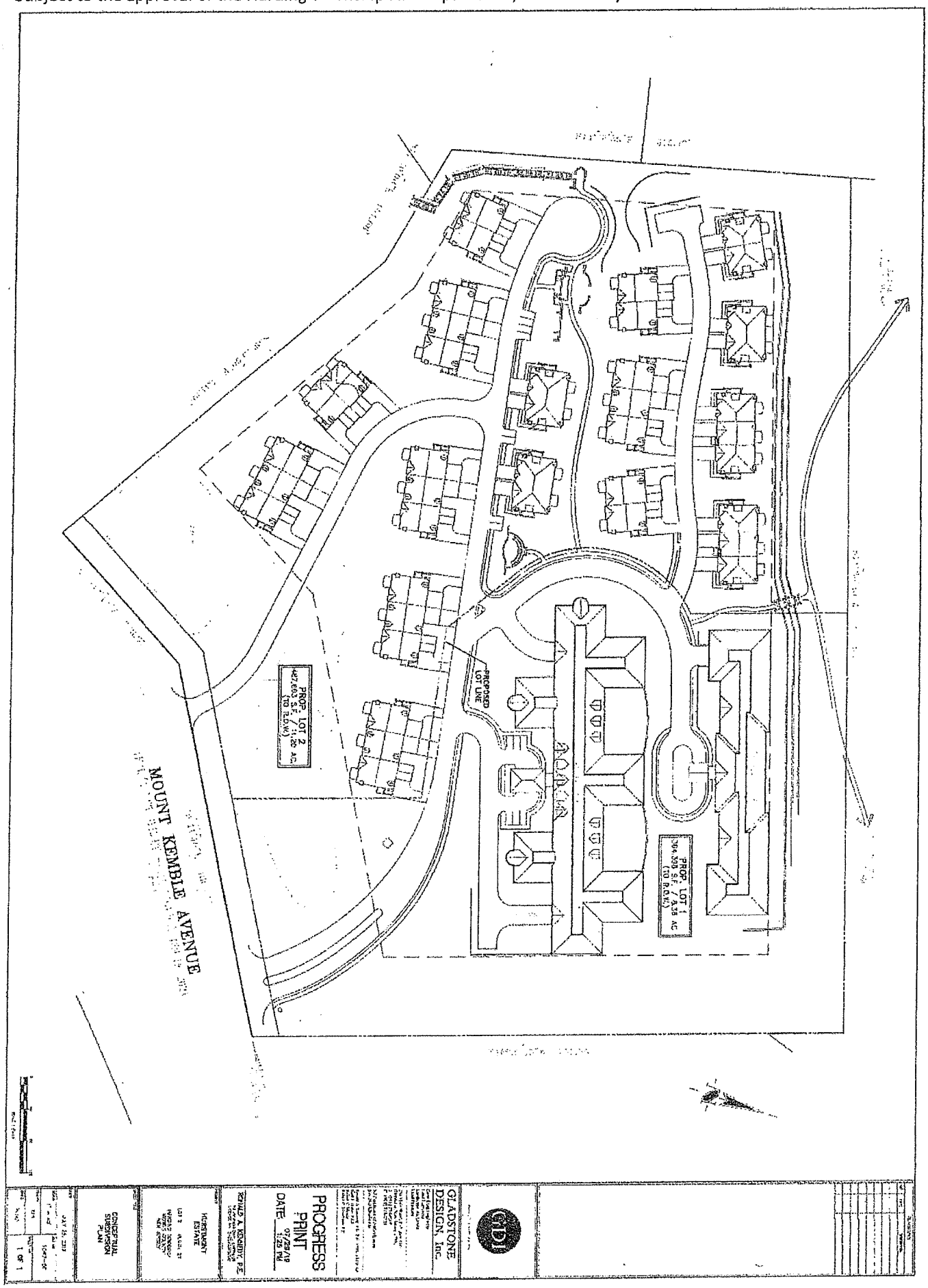
REDEVELOPMENT AGREEMENT

EXHIBIT B

CONCEPT PLAN

EXHIBIT B

Subject to the approval of the Harding Township Fire Department, the southerly cul-de-sac shall be revised to be a K-turn.



REDEVELOPMENT AGREEMENT

EXHIBIT C

RETAINING WALL MATERIAL

Materials Standards for Rear Retaining Wall Behind AL/IL Building and Townhouses:
Cambridge sigma manufactured stone in either onyx/natural or sahara/chestnut, or an equivalent product offered by another manufacturer shall be utilized for the rear retaining wall system running along the westerly boundary of the Property.

Material Standards for Other Retaining Walls:
Retaining walls other than the rear retaining wall system behind the AL/IL building and townhouses will be surfaced with native natural stone (such as, but not limited to granite) with a mix of stones with use of light browns and grays (no purple, black, white, pink or green). Stone shall be of local origin, or if sourced from outside of the local area, the stone shall be of the same kind and character as local stone. A full mock-up of the retaining wall surface shall be constructed for approval by the Redevelopment Entity prior to commencement of construction.

Materials Standards For All Other Structures:

- All buildings shall be designed with materials that reflect the historical and rural character of the community. Appropriate materials include:
    - Brick
    - Wood
    - Cast architectural concrete
    - Azek Trim
    - Simulated fiberglass roofing
    - Clapboard siding, including but not limited to cement or polymer based products like Hardieboard, Azek or their equivalents
    - Field stone/granite/other native stone
- Pudding stone, EIFS, and stucco shall not be utilized anywhere on site.
- Imitative veneers, such as vinyl siding or Garden State Brickface, shall not be used anywhere on site.
- No manufactured products such as cultured stone can be used as a veneer on any building.

REDEVELOPMENT AGREEMENT

EXHIBIT D

AL/IL LONG TERM TAX EXEMPTION FINANCIAL AGREEMENT

INTENTIONALLY OMITTED

REDEVELOPMENT AGREEMENT

EXHIBIT E

SHORT TERM TOWNHOME FINANCIAL AGREEMENT

INTENTIONALLY OMITTED

REDEVELOPMENT AGREEMENT

EXHIBIT F

LEED COMPONENTS

Redeveloper shall incorporate the following LEED components:

- Sustainable building and design measures, which may include any of the following:
    - use of ventilation and shading design;
    - use of low voc interior paints and finishes;
    - use of low voc adhesives and sealants;
    -
    -
    - operable windows where appropriate
    - roof mounted solar arrays;
    - use of passive solar arrays; and/or
    - geothermal energy
- Installation of ENERGY STAR appliances
- Pursuit of ENERGY STAR certification
- Utilizing high-performance glazing
- Installation of lighting fixtures that utilize LED bulbs
- Utilization of Integrated Pest Management (IPM)
- Installation of high efficiency toilets.

REDEVELOPMENT AGREEMENT

EXHIBIT G

REDEVELOPER OBLIGATIONS CONTINGENT UPON FINANCIAL AGREEMENTS CONSISTENT WITH EXHIBITS D & E REDEVELOPMENT AGREEMENT

- Incorporation of LEED components pursuant to Section 4.17 and Exhibit F
- Section 6.1(b)(1) regarding contributions to the Harding Volunteer Fire Department
- Section 6.2(a) regarding contribution to the New Vernon First Aid Squad
- Sections 6.2(b) and (c) regarding contributions to the New Vernon Volunteer Fire Department
- Section 6.2(d) regarding contribution to the Township Police Department
- Section 6.2(e) regarding contribution to the Township Library

REDEVELOPMENT AGREEMENT

EXHIBIT G

REDEVELOPER OBLIGATIONS CONTINGENT UPON FINANCIAL AGREEMENTS CONSISTENT WITH EXHIBITS D & E REDEVELOPMENT AGREEMENT

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- Section 6.1(b)(1) regarding contributions to the Harding Volunteer Fire Department
- Section 6.2(a) regarding contribution to the New Vernon First Aid Squad
- Sections 6.2(b) and (c) regarding contributions to the New Vernon Volunteer Fire Department
- Section 6.2(d) regarding contribution to the Township Police Department
- Section 6.2(e) regarding contribution to the Township Library

THIS AMENDMENT TO THE REDEVELOPMENT AGREEMENT is entered into on this _10th__ day of October, 2023 (the "**Amended Redevelopment Agreement**") by and between the **TOWNSHIP OF HARDING** (the "**Township**"), having offices at 21 Blue Mill Road, New Vernon, New Jersey 07976, and **HURSTMONT ESTATE ACQUISITION LLC** with offices located at 14 Doty Road, Unit B, Haskell, New Jersey 07420 (hereinafter referred to as the "**Redeveloper**"). The Township and the Redeveloper may each be referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH

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 being in need of redevelopment; and

WHEREAS, the Township Committee of the Township of Harding in its capacity as the municipal governing body (the "**Governing Body**") is responsible for implementing redevelopment plans and carrying out redevelopment projects pursuant to the Redevelopment Law; and

WHEREAS, on November 19, 2018, the Governing Body adopted Resolution TC 18-196 directing the Planning Board of the Township of Harding (hereinafter the "**Planning Board**") to undertake a preliminary investigation in order to make recommendations as to whether certain parcels of property, including Block 27, Lot 2, as shown on the official tax maps of the Township and located at 679 Mt. Kemble Avenue (the "**Property**"), and also known as the Hurstmont Estate, qualified as a "non-condemnation" area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Planning Board commissioned a preliminary investigation study by the Township's redevelopment planning firm, Heyer, Gruel & Associates ("**HG&A**") to determine whether the Property qualified as a "non-condemnation" area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, HG&A prepared a report entitled "*Area in Need of Redevelopment Investigation Report*," dated February 1, 2019, which concluded that the Property met the statutory criteria in the Redevelopment Law for designation as a non-condemnation area in need of redevelopment; and

WHEREAS, on February 19, 2019, the Planning Board held a public hearing on the preliminary investigation into the Property, accepted the conclusions of HG&A, and recommended to the Governing Body that the Property be designated as a non-condemnation area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, on February 25, 2019, following the preliminary investigation conducted by the Planning Board, including the public hearing, the Governing Body adopted Resolution TC-73-

2019 designating the Property as a non-condemnation area in need of redevelopment in accordance with the Redevelopment Law; and

WHEREAS, HG&A prepared a redevelopment plan for the Property entitled the "*Glen Alpin/Hurstmont Redevelopment Plan*," dated May 13, 2019 (the "**Initial Redevelopment Plan**"); and

WHEREAS, on May 20, 2019, the Planning Board reviewed the Initial Redevelopment Plan and determined such plan to be consistent with the Harding Township Master Plan and submitted a report, dated June 3, 2019, to the Governing Body; and

WHEREAS, on June 24, 2019, the Governing Body adopted Ordinance #12-2019 approving the Initial Redevelopment Plan; and

WHEREAS, the Governing Body determined that it was in the best interest of the Township to designate Hurstmont Estate Acquisition LLC (the "**Redeveloper**") as the conditional redeveloper of the Property and adopted Resolution TC-19-136 approving a Conditional Designation and Escrow Agreement (the "**Conditional Agreement**") and authorizing the Township's Mayor (the "**Mayor**") to execute on behalf of the Township; and

WHEREAS, on September 12, 2019, the Governing Body introduced, and on September 30, 2019, adopted, Ordinance #16-2019 amending the Initial Redevelopment Plan ("**Amended Initial Redevelopment Plan**"); and

WHEREAS, on September 30, 2019, the Governing Body determined that it was in the best interests of the Township to designate Redeveloper as the redeveloper of the Property and adopted Resolution TC-20-094 approving a redevelopment agreement and authorizing the Mayor to execute on behalf of the Township; and

WHEREAS, on May 11, 2020, the Township and the Redeveloper entered into a Redevelopment Agreement setting forth the rights and obligations of the Parties with respect to the development, financing, and construction of the Property (the "**Redevelopment Agreement**"); and

WHEREAS, pursuant to the Redevelopment Agreement, the Redeveloper agreed to redevelop the Property in two separate phases, consisting of a total of 250 units, inclusive of market rate and affordable units, with (i) no more than 85 units designated as "Assisted Living Residences and/or units within a Dementia Care Home, no more than 125 apartment style Independent Living Units, on the northerly portion of the Property and, all as defined in the Redevelopment Plan, (the "**AL/IL Project Phase**") and (ii) the southerly portion of the Property would be redeveloped with no more than 40 Townhouse, all as defined in the Amended Initial Redevelopment Plan the "**Townhouse Project Phase**, collectively with the AL/IL Project Phase the "**Project**"); and

WHEREAS, on May 11, 2020, the Township and the Redeveloper entered into an agreement, attached to the Redevelopment Agreement as Exhibit D, pursuant to the Long Term

Tax Exemption Law, *N.J.S.A.* 40A:20-1 *et seq.* (the "**LTTEL**") for the AL/IL Project Phase (the "**AL/IL Long Term Tax Exemption Agreement**"); and

WHEREAS, on May 11, 2020, the Township and the Redeveloper entered into an agreement, attached to the Redevelopment Agreement as Exhibit E, pursuant to the Five-Year Exemption and Abatement Law, *N.J.S.A.* 40A:21-1 *et seq.* (the "**FYEAL**") for the Townhouse Project Phase (the "**Townhouse Exemption Agreement**"); and

WHEREAS, the AL/IL Project Phase will include 40 Affordable Housing Units to be located within the Independent Living Units, Assisted Living Units and Dementia Care Home; and

WHEREAS, on January 17, 2023, the Governing Body introduced, and on February 14, 2023, adopted, Ordinance #01-2023, amending the Amended Initial Redevelopment Plan with a redevelopment plan prepared by HG&A dated January 13, 2023, entitled "*Glen Alpin/Hurstmont Redevelopment Plan,*" (as may be further amended and supplemented, the "**Redevelopment Plan**") to, among other things, plan for and promote the redevelopment of the Property as envisioned by the Parties as set forth in the Redevelopment Agreement; and

WHEREAS, the Parties desire to enter into this Amended Redevelopment Agreement to set forth the rights and obligations of the Parties with respect to the redevelopment of the Property; and

WHEREAS, on October 10, 2023, the Governing Body adopted Resolution TC 23-172 approving this Amended Redevelopment Agreement and authorizing the Mayor to execute on behalf of the Township.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Recitals: Definitions. The foregoing recitals are true and accurate and are incorporated herein as part of the agreement of the Parties. Any word or term with an initial capital letter shall have the meaning given to it in this Amended Redevelopment Agreement or if not so defined herein shall have the meaning given to it in the Redevelopment Agreement.

2. Amendment to Development Schedule. The parties hereby agree that the Development Schedule attached to the Redevelopment Agreement as Exhibit A shall be deleted and replaced with the revised Development Schedule attached to this Amended Redevelopment Agreement as Exhibit A (Amended – 2023). All references in the Redevelopment Agreement to the "Development Schedule" or Exhibit A shall hereinafter refer to Exhibit A (Amended – 2023).

3. Amendment to Concept Plan. The parties hereby agree that the Concept Plan attached to the Redevelopment Agreement as Exhibit B shall be deleted and replaced with the revised Concept Plan attached to this Amended Redevelopment Agreement as Exhibit B (Amended – 2023). All references in the Redevelopment Agreement to the "Concept Plan" or Exhibit B shall hereinafter refer to Exhibit B (Amended – 2023).

4. Amendment to Retaining Wall Material. The parties hereby agree that the Retaining Wall Material attached to the Redevelopment Agreement as Exhibit C shall be deleted and replaced with the revised Retaining Wall Material attached to this Amended Redevelopment Agreement as Exhibit C (Amended – 2023). All references in the Redevelopment Agreement to the "Retaining Wall Material" or Exhibit C shall hereinafter refer to Exhibit C (Amended – 2023).

5. Amendment to Section 1.2, *Redevelopment of Property*. Section 1.2, *Redevelopment of Property*, shall be amended as follows:

1.2 Redevelopment Property. The Redeveloper may construct and operate an age restricted senior living community ("**Community**") consistent with the Redevelopment Plan and approved by the Township. The total number of units, inclusive of market rate and affordable units, shall not exceed 250 total units. The AL/IL Project Phase shall consist of 222 units, consisting of: (i) no less than 68 units shall be "Assisted Living Residences" and/or units located within the "Dementia Care Home," all as defined in the Redevelopment Plan; and (ii) no more than 12 stacked Townhouses, as defined in the Redevelopment Plan. The Townhouse Project Phase shall consist of no more than 28 Townhouses, as defined in the Redevelopment Plan. Of the 250 units, 40 shall be affordable housing units (31 of the affordable units shall be "Independent Living Units"). The Redeveloper shall comply with N.J.S.A. 26:2H-12.16 and N.J.A.C. 8:33H-1.7 when determining the number of assisted living units that will be affordable housing units, with the remainder of the affordable housing units located within Independent Living Units. The Assisted Living Residences, Independent Living Units, Dementia Care Home units, and Townhouse homes shall be subject to age restrictions as provided for in the Redevelopment Plan (the "**Age Restrictions**").

6. Amendment to Section 4.2, *Administrative/Redeveloper Fee*. Section 4.2, *Administrative/Redeveloper Fee*, shall be amended as follows:

4.2 Administrative/Developer Fee. The Redeveloper agrees to pay an initial administrative fee of $91,500.00 to cover the administrative costs of the Township (the "**Initial Administrative Fee**"). The Initial Administrative Fee shall be paid by the Redeveloper on or before November 1, 2023.

The Redeveloper also agrees to pay an annual administrative fee of $91,500.00 to cover the continued administrative costs of the Township during construction of the Project (the "**Annual Administrative Fee**"). The Annual Administrative Fee shall be payable annually on or before November 1, beginning in the year subsequent to the Redeveloper's payment of the Initial Administrative Fee and continuing until the final Certificate of Completion(s) is issued for the Project. The Redeveloper shall have no obligation to pay an Annual Administrative Fee in the year the final Certificate of Completion is issued for the Property.

The total Annual Administrative Fee paid by the Redeveloper (to avoid ambiguity, as distinguished from the Initial Administrative Fee) pursuant to this Section 4.2, shall be reimbursed to the Redeveloper in the form of a credit against the Annual Service Charge paid pursuant to the AL/IL Long Term Tax Exemption Agreement, as may be modified, and supplemented (the "**Fee Reimbursement**"). The Fee Reimbursement will be applied in five

(5) equal annual installments commencing in January in the year following the commencement of the Annual Service Charge under the AL/IL Long Term Tax Exemption Agreement.

7. Amendment to Section 5.2, *Tax Exemption.* Section 5.2, *Tax Exemption*, shall be amended in its entirety to state as follows:

5.2 Tax Exemption.

a. The Parties hereby agree that the AL/IL Long Term Tax Exemption Agreement and the Townhouse Tax Exemption Agreement are hereby terminated and no longer in effect.

b. To provide an incentive for the Redeveloper to undertake the implementation of the Project in its intended scope, and recognizing the extraordinary expenses concerning the construction of the Septic Treatment Facility and retaining walls, the removal of excess fill and the support of affordable housing, the Parties hereby agree to negotiate in good faith new agreements, pursuant to the LTTEL for the AL/IL Project Phase, as amended by this Agreement, and the Townhouse Project Phase, as amended by this Agreement.

8. Amendment to Section 7.3(b), *Prohibition Against Transfers.* Section 7.3(b), *Prohibition Against Transfers*, shall be amended to state as follows:

7.3(b) Prohibition Against Transfers. Redeveloper may transfer the Property, or a portion of the Property corresponding to a particular Project Phase, without the consent of the Township, to an Urban Renewal entity or entities, pursuant to the Long Term Tax Exemption Law, that are wholly owned subsidiaries of Redeveloper, to a subsidiary or affiliate of Redeveloper pursuant to Section 7.4, or to a "Permitted Transferee" as defined below. Redeveloper may recapitalize or reform an Urban Renewal entity or entities. Redeveloper may also do any of the following without the consent of the Township: (i) sell or lease Townhouse units, (ii) lease Independent Living Units, (iii) lease Assisted Living Units and (iv) lease Units in the Dementia Care Home. A Permitted Transferee shall include: (i) any partnership, corporation, limited liability company or other legal entity which is an "Affiliate" of Redeveloper in which Redeveloper possesses a controlling interest, meaning the possession, directly or indirectly, of the power to direct or cause the direction of the redevelopment of the applicable Project Phase of such Affiliate, whether through the ownership of voting securities or by contract or otherwise; and (ii) Harding Holdings PM, LLC, as owner of the Property, conditioned upon Harding Holdings PM, LLC being designated as redeveloper of the Property by the Township prior to the conveyance.

9. Amendment to Section 10.9, *Extension of Time Due to Force Majeure Event.* Section 10.9, *Extension of Time Due to Force Majeure Event*, shall be amended to state as follows:

10.9 Extension of Time Due to Force Majeure Event. For the purposes of this Redevelopment Agreement, neither the Township nor the Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that, in the event of the occurrence of any such delay, the time or times for performance of the obligations

of the Township or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event, provided however, with respect to an Economic Force Majeure Event, the tolling period shall not exceed seven (7) years to invoke the tolling provisions hereunder, the party invoking the provisions hereof must give written notice to the other party of the occurrence of a Force Majeure Event as soon as practicable but in no event more than sixty (60) calendar days after the occurrence thereof.

The Parties agree that the prior COVID-19 pandemic which commenced in March 2020 shall no longer be deemed a force majeure event under this agreement.

10. Amendment to Section 4.14, *Conveyance*. Section 4.14, *Conveyance*, shall be amended to state as follows:

4.14 Conveyance. The Redeveloper shall grant to the Township, its successors and assigns, a perpetual, exclusive easement to a strip of land along the westerly boundary of the Property for nominal consideration. The purpose of the easement is to provide a public hiking trail. The exact location of the easement and date of conveyance shall be agreed upon by the Redeveloper and the Township in the field. The parties further agree to negotiate in good faith the costs for construction and obligation to maintain the trail.

The Parties agree that in the event that Redeveloper acquires the Glen Alpin Cultural Center District from the Township, Redeveloper shall receive a credit against the purchase price in the amount of $500,000.00 in recognition of the value of the conveyance pursuant to this Section 4.14 and the dedication of the easement made pursuant to Section 4.15.

11. Ratification. Except as specifically modified by this Amended Redevelopment Agreement, the terms and provisions of the Redevelopment Agreement shall remain in full force and effect.

12. Binding Effect. This Amended Redevelopment Agreement amends and supplements the Redevelopment Agreement. If there are any inconsistences or conflicts between the terms and provisions of the Redevelopment Agreement and the terms and provisions of this Amended Redevelopment Agreement shall be resolved in favor of the terms and provisions of this Amended Redevelopment Agreement.

13. Counterparts. This Amended Redevelopment Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Township has caused this Amended Redevelopment Agreement to be duly executed in its name and as designated redevelopment entity agent of the Township of Harding, and its seal to be hereunto duly affixed and attested, and the Redeveloper has caused this Amended Redevelopment Agreement to be duly executed in its name and behalf of its members, on or as of the day first above written and its seal to be hereunto duly affixed and attested by its Secretary.

Attest: **TOWNSHIP OF HARDING**

By:_____
Lisa A. Sharp,
Township Clerk

By:_____
Timothy D. Jones
Mayor

Witness: **HURSTMONT ESTATE ACQUISITION LLC**

By:_____

By:_____
Michael Nestico
Manager

IN WITNESS WHEREOF, the Township has caused this Amended Redevelopment Agreement to be duly executed in its name and as designated redevelopment entity agent of the Township of Harding, and its seal to be hereunto duly affixed and attested, and the Redeveloper has caused this Amended Redevelopment Agreement to be duly executed in its name and behalf of its members, on or as of the day first above written and its seal to be hereunto duly affixed and attested by its Secretary.

Attest:

TOWNSHIP OF HARDING

By:_____
Lisa A. Sharp,
Township Clerk

By:_____
Timothy D. Jones
Mayor

Witness:

HURSTMONT ESTATE ACQUISITION LLC

By:_____

By:_____
Michael Nestico
Manager

EXHIBIT A
(Amended - 2023)

DEVELOPMENT SCHEDULE

Task	Date for Completion
Subdivision/Site Plan Application Submission to the Redevelopment Agency.	May 5, 2023
Submit Complete Applications for All Local Government Approvals (For purpose of this Schedule, Local Government Approvals shall consist of Preliminary and Final Site Plan and Preliminary and Final Subdivision approvals from the Planning Board).	The later of June 1, 2023 or ten (10) days after the Redevelopment Agency approved the plans.
Submit Complete Applications for All Non-Local Government Approvals, except for the Treatment Works Application and Bureau of Safe Drinking Water Permit to be submitted to NJDEP and utilities.	Three months from Subdivision/Site Plan approval.
Submit Complete Applications for Treatment Works Approval.	Three months from NJPDES approval.
Submit Complete Applications for Bureau of Safe Drinking Water Permit	Three months from receipt of SMCMUA.
Submit Applications for utilities.	Three months from preparation of final construction plans.
Commencement of Site Work, including installation of driveways, Septic Treatment Facility, and infrastructure.	Four Months from Obtaining All Government Approvals, Weather Permitting.
Commence Construction of Townhome and/or Assisted Living Residences, Dementia Care Home Units, and Independent Living Units	Six Months from Commencement of Site Work, Weather Permitting and Provided No Unexpected Site Conditions Are Encountered.
Certificate of Occupancy and Certificate of Completion for Assisted Living Residences, Dementia Care Home Units, and Independent Living Units.	Two Years from Commencement of Construction of Assisted Living Residences, Dementia Care Home Units, and Independent Living Units.

EXHIBIT B
(Amended - 2023)

CONCEPT PLAN

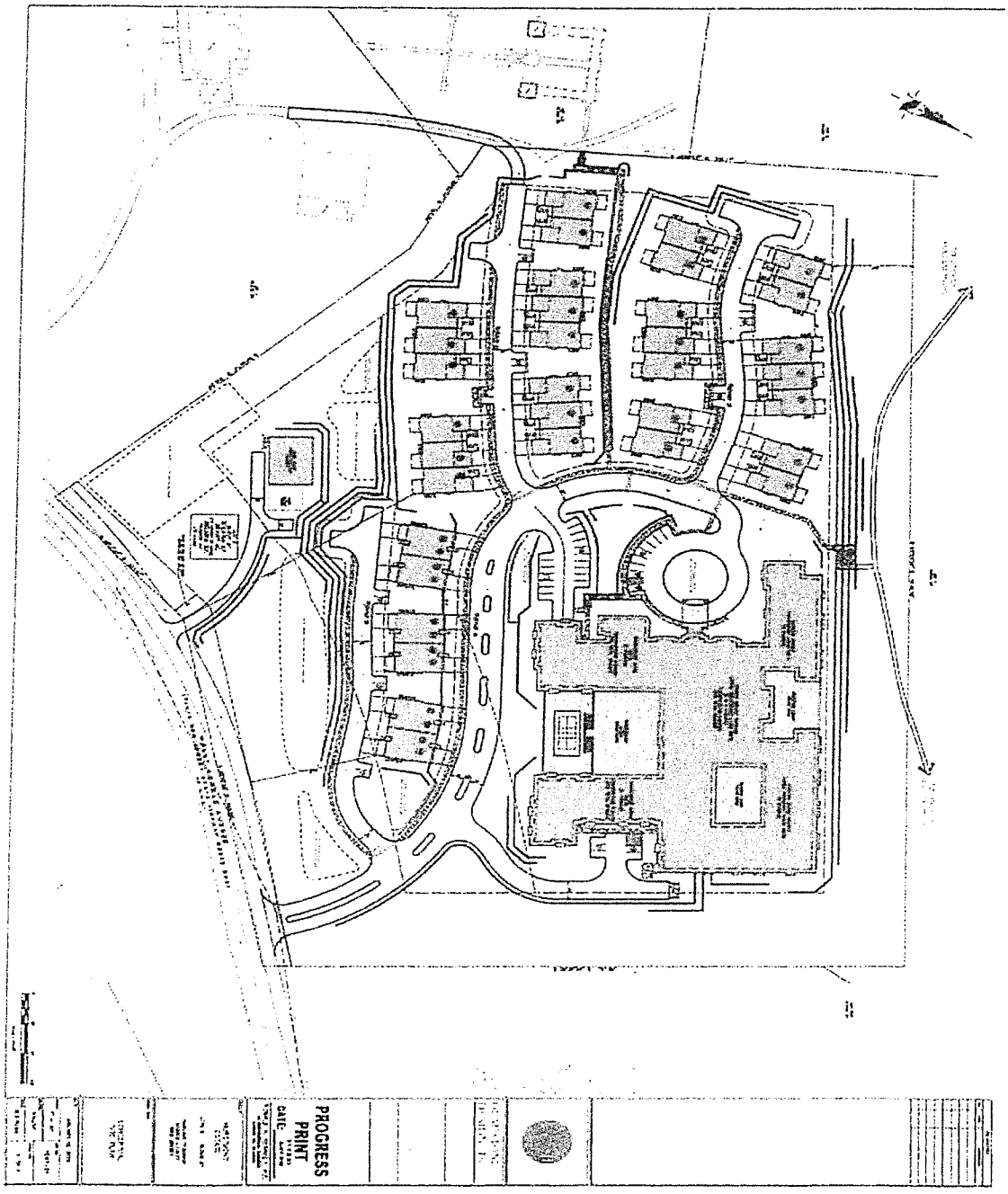

EXHIBIT C
(Amended - 2023)

RETAINING WALL MATERIAL

Materials Standards for Rear Retaining Wall Behind AL/IL Building and Townhouses:
Cambridge sigma manufactured stone in either onyx/natural or sahara/chestnut, or an equivalent product offered by another manufacturer shall be utilized for the rear retaining wall system running along the westerly boundary of the Property.

Material Standards for Other Retaining Walls:
Retaining walls other than the rear retaining walls system behind the AL/IL building and townhouses will be surfaced with native natural stone (such as, but not limited to Granite) with a mix of stone (no purple, pink or green) and or manufactured stone systems such as Techo-Bloc, Cambridge or other manufactures. The entrance wall and monument will be surfaced with natural stone as described. Other wall in the development may be natural or manufactured stone systems such as Cambridge, Techo-Bloc or other manufactures. Stone shall be of local origin, or if sourced from outside of the local area, the stone shall be of the same kind and character as local stone.

Materials Standards For All Other Structures:

- All buildings shall be designed with materials that reflect the historical and rural character of the community. Appropriate materials include:
    - Brick
    - Wood
    - Cast architectural concrete.
    - AzekTrim
    - Simulated fiberglass roofing.
    - Clapboard siding, including but not limited to cement or polymer-based products like Hardieboard, Azek or their equivalents
    - Field stone/granite/other native stone
- Pudding stone, EIFS, and stucco shall not be utilized anywhere on site.
- Imitative veneers, such as vinyl siding or Garden State Brickface, shall not be used anywhere on site.

No manufactured products such as cultured stone can be used as a veneer on any building

RESOLUTION TC 25-066
TOWNSHIP COMMITTEE - TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY
JANUARY 22, 2025
RESOLUTION APPROVING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH HURSTMONT ESTATE ACQUISITION LLC FOR THE HURSTMONT PROPERTY PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW (*N.J.S.A.* 40A:12A-1 ET SEQ.)

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 being in need of redevelopment; and

WHEREAS, the Township Committee of the Township of Harding in its capacity as the municipal governing body (the "**Governing Body**") is responsible for implementing redevelopment plans and carrying out redevelopment projects pursuant to the Redevelopment Law; and

WHEREAS, on November 19, 2018, the Governing Body adopted Resolution TC 18-196 directing the Planning Board of the Township of Harding (hereinafter the "**Planning Board**") to undertake a preliminary investigation in order to make recommendations as to whether certain parcels of property, including Block 27, Lot 2, as shown on the official tax maps of the Township and located at 679 Mt. Kemble Avenue (the "**Property**"), and also known as the Hurstmont Estate, qualified as a "non-condemnation" area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Planning Board commissioned a preliminary investigation study by the Township's redevelopment planning firm, Heyer, Gruel & Associates ("**HG&A**") to determine whether the Property qualified as a "non-condemnation" area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, HG&A prepared a report entitled "*Area in Need of Redevelopment Investigation Report*," dated February 1, 2019, which concluded that the Property met the statutory criteria in the Redevelopment Law for designation as a non-condemnation area in need of redevelopment; and

WHEREAS, on February 19, 2019, the Planning Board held a public hearing on the preliminary investigation into the Property, accepted the conclusions of HG&A, and recommended to the Governing Body that the Property be designated as a non-condemnation area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, on February 25, 2019, following the preliminary investigation conducted by the Planning Board, including the public hearing, the Governing Body adopted Resolution TC 73-2019 designating the Property as a non-condemnation area in need of redevelopment in accordance with the Redevelopment Law; and

WHEREAS, HG&A prepared a redevelopment plan for the Property entitled the "*Glen Alpin/Hurstmont Redevelopment Plan*," dated May 13, 2019 (the "**Initial Redevelopment Plan**"); and

RESOLUTION TC 25-066
TOWNSHIP COMMITTEE - TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY
JANUARY 22, 2025
RESOLUTION APPROVING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH HURSTMONT ESTATE ACQUISITION LLC FOR THE HURSTMONT PROPERTY PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW (*N.J.S.A.* 40A:12A-1 ET SEQ.)

WHEREAS, on May 20, 2019, the Planning Board reviewed the Initial Redevelopment Plan and determined such plan to be consistent with the Harding Township Master Plan and submitted a report, dated June 3, 2019, to the Governing Body; and

WHEREAS, on June 24, 2019, the Governing Body adopted Ordinance #12-2019 approving the Initial Redevelopment Plan; and

WHEREAS, the Governing Body determined that it was in the best interest of the Township to designate Hurstmont Estate Acquisition LLC (the "**Redeveloper**") as the conditional redeveloper of the Property and adopted Resolution TC 19-136 approving a Conditional Designation and Escrow Agreement (the "**Conditional Agreement**") and authorizing the Township's Mayor (the "**Mayor**") to execute on behalf of the Township; and

WHEREAS, on September 12, 2019, the Governing Body introduced, and on September 30, 2019, adopted, Ordinance #16-2019 amending the Initial Redevelopment Plan ("**Amended Initial Redevelopment Plan**"); and

WHEREAS, on September 30, 2019, the Governing Body determined that it was in the best interests of the Township to designate Redeveloper as the redeveloper of the Property and adopted Resolution TC 20-094 approving a redevelopment agreement and authorizing the Mayor to execute on behalf of the Township; and

WHEREAS, on May 11, 2020, the Township and the Redeveloper entered into a Redevelopment Agreement setting forth the rights and obligations of the Parties with respect to the development, financing, and construction of the Property (the "**Redevelopment Agreement**"); and

WHEREAS, pursuant to the Redevelopment Agreement, the Redeveloper agreed to redevelop the Property in two separate phases, consisting of a total of 250 units, inclusive of market rate and affordable units, with (i) no more than 85 units designated as "Assisted Living Residences and/or units within a Dementia Care Home, no more than 125 apartment style Independent Living Units, on the northerly portion of the Property and, all as defined in the Redevelopment Plan, and (ii) the southerly portion of the Property would be redeveloped with no more than 40 Townhouse, all as defined in the Amended Initial Redevelopment Plan (collectively, the "**Original Project**"); and

WHEREAS, on January 17, 2023, the Governing Body introduced, and on February 14, 2023, adopted, Ordinance #01-2023, amending the Amended Initial Redevelopment Plan with a redevelopment plan prepared by HG&A, dated January 13, 2023, entitled "*Glen Alpin/Hurstmont Redevelopment Plan*," (as may be further amended and supplemented, the "**Redevelopment Plan**") to, among other things, plan for and promote the redevelopment of the Property as envisioned by the Parties as set forth in the Redevelopment Agreement; and

RESOLUTION TC 25-066
TOWNSHIP COMMITTEE - TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY
JANUARY 22, 2025
RESOLUTION APPROVING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH HURSTMONT ESTATE ACQUISITION LLC FOR THE HURSTMONT PROPERTY PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW (*N.J.S.A.* 40A:12A-1 ET SEQ.)

WHEREAS, on October 10, 2023, the Parties entered into a first amended redevelopment agreement (the "**First Amended Redevelopment Agreement**"); and

WHEREAS, the First Amended Redevelopment Agreement amended the Original Project to permit the Redeveloper to redevelop the Property in two separate phases, consisting of a total of 250 units, inclusive of market rate and affordable units, with (i) no more than 222 units on the northerly portion of the Property and consisting, in-part, of: (a) no less than 68 units designated as "Assisted Living Residences" and/or units located within the "Dementia Care Home," all as defined in the Redevelopment Plan; and (b) no more than 12 stacked Townhouses, as defined in the Redevelopment Plan (the "**AL/IL Project Phase**"); and (ii) 28 Townhouses, as defined in the Redevelopment Plan, on the southerly portion of the Property (the "**Townhouse Project Phase**, collectively with the AL/IL Project Phase the "**Project**"); and

WHEREAS, the AL/IL Project Phase will include 40 Affordable Housing Units, 31 of which shall be "Independent Living Units", as defined in the Redevelopment Plan; and

WHEREAS, in September 2024, the Redeveloper entered into an agreement with Meyer Design Inc., a licensed New Jersey Architect, to oversee the architectural aspects of the development of the design, production of the construction documents, and building specifications for the AL/IL Project Phase (the "**AL/IL Project Phase Architect**"); and

WHEREAS, on July 22, 2024, the Redeveloper entered into an agreement with Convergence Rental Housing Group to serve as the project manager and provide planning and oversight of the construction of the AL/IL Project Phase (the "**AL/IL Project Phase Manager**"); and

WHEREAS, in October 2024, the Redeveloper entered into an agreement with SOCO Construction Co., to serve as the prime contractor for the construction, execution, quality, and completion of the AL/IL Project Phase (the "**AL/IL Project Phase Prime Contractor**"); and

WHEREAS, in September 2024, the Redeveloper entered into a pre-operating agreement with Solvere Holding LLC *d.b.a.* Age Well Solvere Living, a licensed long term care facility operator, to assist in the development and operation of the AL/IL Project Phase facility (the "**AL/IL Project Phase Operator**"), and

WHEREAS, the Parties desire to enter into a second amended redevelopment agreement to further set forth the rights and obligations of the Parties with respect to the redevelopment of the Property (the "**Second Amended Redevelopment Agreement**").

BE IT RESOLVED, by the Township Committee of the Township of Harding, County of Morris and the State of New Jersey, as follows:

RESOLUTION TC 25-066
TOWNSHIP COMMITTEE - TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY
JANUARY 22, 2025
RESOLUTION APPROVING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH HURSTMONT ESTATE ACQUISITION LLC FOR THE HURSTMONT PROPERTY PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW (*N.J.S.A.* 40A:12A-1 ET SEQ.)

1. The foregoing recitals are hereby incorporated by reference as if fully repeated herein.

2. The Second Amended Redevelopment Agreement, in substantially the form attached hereto, is approved, and the Mayor is hereby authorized to sign the Second Amended Redevelopment Agreement and take such other actions as are necessary to implement the Second Amended Redevelopment Agreement.

DATED: January 22, 2025

I, Lisa A. Sharp, Municipal Clerk of the Township of Harding, County of Morris, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Committee at the reorganization meeting held on January 22, 2025.

Lisa A. Sharp, Municipal Clerk

Vote on Resolution:

	MOTION	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN	ABSENT
Ms. Chipperson	☐	☒	☐	☐	☐
Dr. Lacz	☐	☒	☐	☐	☐
Mr. Platt	2nd	☒	☐	☐	☐
Mr. Yates	1st	☒	☐	☐	☐
Mr. Jones	☐	☒	☐	☐	☐

THIS AMENDMENT TO THE REDEVELOPMENT AGREEMENT is entered into on this _22nd__ day of January, 2025 (the "**Second Amended Redevelopment Agreement**") by and between the **TOWNSHIP OF HARDING** (the "**Township**"), having offices at 21 Blue Mill Road, New Vernon, New Jersey 07976, and **HURSTMONT ESTATE ACQUISITION LLC** with offices located at 14 Doty Road, Unit B, Haskell, New Jersey 07420 (hereinafter referred to as the "**Redeveloper**"). The Township and the Redeveloper may each be referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH

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 being in need of redevelopment; and

WHEREAS, the Township Committee of the Township of Harding in its capacity as the municipal governing body (the "**Governing Body**") is responsible for implementing redevelopment plans and carrying out redevelopment projects pursuant to the Redevelopment Law; and

WHEREAS, on November 19, 2018, the Governing Body adopted Resolution TC 18-196 directing the Planning Board of the Township of Harding (hereinafter the "**Planning Board**") to undertake a preliminary investigation in order to make recommendations as to whether certain parcels of property, including Block 27, Lot 2, as shown on the official tax maps of the Township and located at 679 Mt. Kemble Avenue (the "**Property**"), and also known as the Hurstmont Estate, qualified as a "non-condemnation" area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Planning Board commissioned a preliminary investigation study by the Township's redevelopment planning firm, Heyer, Gruel & Associates ("**HG&A**") to determine whether the Property qualified as a "non-condemnation" area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, HG&A prepared a report entitled "*Area in Need of Redevelopment Investigation Report*," dated February 1, 2019, which concluded that the Property met the statutory criteria in the Redevelopment Law for designation as a non-condemnation area in need of redevelopment; and

WHEREAS, on February 19, 2019, the Planning Board held a public hearing on the preliminary investigation into the Property, accepted the conclusions of HG&A, and recommended to the Governing Body that the Property be designated as a non-condemnation area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, on February 25, 2019, following the preliminary investigation conducted by the Planning Board, including the public hearing, the Governing Body adopted Resolution TC 73-

2019 designating the Property as a non-condemnation area in need of redevelopment in accordance with the Redevelopment Law; and

WHEREAS, HG&A prepared a redevelopment plan for the Property entitled the "*Glen Alpin/Hurstmont Redevelopment Plan*," dated May 13, 2019 (the "**Initial Redevelopment Plan**"); and

WHEREAS, on May 20, 2019, the Planning Board reviewed the Initial Redevelopment Plan and determined such plan to be consistent with the Harding Township Master Plan and submitted a report, dated June 3, 2019, to the Governing Body; and

WHEREAS, on June 24, 2019, the Governing Body adopted Ordinance #12-2019 approving the Initial Redevelopment Plan; and

WHEREAS, the Governing Body determined that it was in the best interest of the Township to designate Hurstmont Estate Acquisition LLC (the **"Redeveloper**") as the conditional redeveloper of the Property and adopted Resolution TC-19-136 approving a Conditional Designation and Escrow Agreement (the "**Conditional Agreement**") and authorizing the Township's Mayor (the "**Mayor**") to execute on behalf of the Township; and

WHEREAS, on September 12, 2019, the Governing Body introduced, and on September 30, 2019, adopted, Ordinance #16-2019 amending the Initial Redevelopment Plan ("**Amended Initial Redevelopment Plan**"); and

WHEREAS, on September 30, 2019, the Governing Body determined that it was in the best interests of the Township to designate Redeveloper as the redeveloper of the Property and adopted Resolution TC 20-094 approving a redevelopment agreement and authorizing the Mayor to execute on behalf of the Township; and

WHEREAS, on May 11, 2020, the Township and the Redeveloper entered into a Redevelopment Agreement setting forth the rights and obligations of the Parties with respect to the development, financing, and construction of the Property (the "**Redevelopment Agreement**"); and

WHEREAS, pursuant to the Redevelopment Agreement, the Redeveloper agreed to redevelop the Property in two separate phases, consisting of a total of 250 units, inclusive of market rate and affordable units, with (i) no more than 85 units designated as "Assisted Living Residences and/or units within a Dementia Care Home, no more than 125 apartment style Independent Living Units, on the northerly portion of the Property and, all as defined in the Redevelopment Plan, and (ii) the southerly portion of the Property would be redeveloped with no more than 40 Townhouse, all as defined in the Amended Initial Redevelopment Plan (collectively, the "**Original Project**"); and

WHEREAS, on January 17, 2023, the Governing Body introduced, and on February 14, 2023, adopted, Ordinance #01-2023, amending the Amended Initial Redevelopment Plan with a redevelopment plan prepared by HG&A, dated January 13, 2023, entitled "*Glen Alpin/Hurstmont Redevelopment Plan,*" (as may be further amended and supplemented, the "**Redevelopment Plan**") to, among other things, plan for and promote the redevelopment of the Property as envisioned by the Parties as set forth in the Redevelopment Agreement; and

WHEREAS, on October 10, 2023, the Parties entered into a first amended redevelopment agreement (the "**First Amended Redevelopment Agreement**"); and

WHEREAS, the First Amended Redevelopment Agreement amended the Original Project to permit the Redeveloper to redevelop the Property in two separate phases, consisting of a total of 250 units, inclusive of market rate and affordable units, with (i) no more than 222 units on the northerly portion of the Property and consisting, in-part, of: (a) no less than 68 units designated as "Assisted Living Residences" and/or units located within the "Dementia Care Home," all as defined in the Redevelopment Plan; and (b) no more than 12 stacked Townhouses, as defined in the Redevelopment Plan (the "**AL/IL Project Phase**"); and (ii) 28 Townhouses, as defined in the Redevelopment Plan, on the southerly portion of the Property (the "**Townhouse Project Phase**, collectively with the AL/IL Project Phase the "**Project**"); and

WHEREAS, the AL/IL Project Phase will include 40 Affordable Housing Units, 31 of which shall be "Independent Living Units", as defined in the Redevelopment Plan; and

WHEREAS, in September 2024, the Redeveloper entered into an agreement with Meyer Design Inc., a licensed New Jersey Architect, to oversee the architectural aspects of the development of the design, production of the construction documents, and building specification for the AL/IL Project Phase (the "**AL/IL Project Phase Architect**"); and

WHEREAS, on July 22, 2024, the Redeveloper entered into an agreement with Convergence Rental Housing Group to serve as the project manager and provide planning and oversight of the construction of the AL/IL Project Phase (the "**AL/IL Project Phase Manager**"); and

WHEREAS, in October 2024, the Redeveloper entered into a preconstruction agreement with SOCO Construction Co., to serve as the prime contractor for the AL/IL Project Phase (the "**AL/IL Project Phase Prime Contractor**"); and

WHEREAS, in September 2024, the Redeveloper entered into a pre-operating agreement with Solvere Holding LLC *d.b.a.* Age Well Solvere Living, a licensed long term care facility operator, to assist in the development and operation of the AL/IL Project Phase facility (the "**AL/IL Project Phase Operator**"), and

WHEREAS, the Parties desire to enter into this Second Amended Redevelopment Agreement to set forth the rights and obligations of the Parties with respect to the redevelopment of the Property; and

WHEREAS, on January 22, 2025 (the "**Date of Approval**"), the Governing Body adopted Resolution TC 25-066 approving this Second Amended Redevelopment Agreement and authorizing the Mayor to execute on behalf of the Township.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Recitals; Definitions. The foregoing recitals are true and accurate and are incorporated herein as part of the agreement of the Parties. Any word or term with an initial capital letter shall have the meaning given to it in this Second Amended Redevelopment Agreement or if not so defined herein shall have the meaning given to it in the Redevelopment Agreement.

2. Amendment to Development Schedule. The parties hereby agree that the Development Schedule attached to the Redevelopment Agreement as Exhibit A-1 (Amended – 2023) and Exhibit A-2 (Amended – 2023) shall be deleted and replaced with the revised development schedules attached to this Second Amended Redevelopment Agreement as Exhibit A-1 (Amended – 2025) (the "**AL/IL Project Phase Development Schedule**") and Exhibit A-2 (Amended – 2025) (the "**Townhouse Project Phase Development Schedule**" collectively with the AL/IL Project Phase Development Schedule, the "Development Schedules"). All references in the Redevelopment Agreement to the "Development Schedule" or Exhibit A shall hereinafter refer to Exhibit A-1 (Amended – 2025) or Exhibit A-2 (Amended – 2025), as applicable.

3. Amendment to Section 3.6. Section 3.6 shall be deleted and replaced as follows:

(a) AL/IL Project Phase: The Redeveloper, provided this Agreement remains in effect, and notwithstanding any provision within this Agreement to the contrary, shall commence and continue to redevelop the AL/IL Project Phase, as outlined in the Redevelopment Plan, in accordance with the development schedule attached hereto as Exhibit A-1 (Amended – 2025). On or before the Date of Completion for a specific Task listed within the AL/IL Project Phase Development Schedule, Redeveloper shall certify in writing to the Township that the Task has been timely completed in accordance with the Development Schedule. To the extent the Task requires the submission of documents, the Redeveloper shall include said documents with the certification.

If, subject to the provisions of this Agreement, the Redeveloper determines that it will fail to meet any relevant date for the completion of a Task set forth in the AL/IL Project Phase Development Schedule, for any reason, the Redeveloper shall provide written notice to the Township prior to the Date of Completion, stating: (i) the reason for the

failure or anticipated failure, (ii) the Redeveloper's proposed method for correcting such failure, and (iii) the method or methods by which the Redeveloper proposes to timely achieve the subsequent tasks contained within the AL/IL Project Phase Development Schedule. The Township, in its sole discretion, shall have the right to approve any proposed revision by the Redeveloper to the Project timeline.

(b) Townhouse Project Phase: The Redeveloper, provided this Agreement remains in effect, shall commence and continue to redevelop the Townhouse Project Phase, as outlined in the Redevelopment Plan, in accordance with the development schedule attached hereto as Exhibit A-2 (Amended – 2025).

If, subject to the provisions of this Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a Task set forth in the Townhouse Project Phase Development Schedule, for any reason, the Redeveloper shall immediately provide written notice to the Township, stating: (i) the reason for the failure or anticipated failure, (ii) the Redeveloper's proposed method for correcting such failure, (iii) the Redeveloper's proposal for revising the timeline and (iv) the method or methods by which the Redeveloper proposes to achieve subsequent tasks contained within the Townhouse Project Phase Development Schedule. Redeveloper's proposed revisions to the Project timeline shall be subject to the Township's approval, which shall not be unreasonably withheld, conditioned or delayed.

4. Ratification. Except as specifically modified by this Second Amended Redevelopment Agreement, the terms and provisions of the Redevelopment Agreement shall remain in full force and effect.

5. Binding Effect. This Second Amended Redevelopment Agreement amends and supplements the Redevelopment Agreement. If there are any inconsistences or conflicts between the terms and provisions of the Redevelopment Agreement and the terms and provisions of this Second Amended Redevelopment Agreement shall be resolved in favor of the terms and provisions of this Amended Redevelopment Agreement.

6. Counterparts. This Second Amended Redevelopment Agreement may be executed in counterparts.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF, the Township has caused this Second Amended Redevelopment Agreement to be duly executed in its name and as designated redevelopment entity agent of the Township of Harding, and its seal to be hereunto duly affixed and attested, and the Redeveloper has caused this Second Amended Redevelopment Agreement to be duly executed in its name and behalf of its members, on or as of the day first above written and its seal to be hereunto duly affixed and attested by its Secretary.

Attest:

TOWNSHIP OF HARDING

By: _____
Lisa A. Sharp,
Township Clerk

By: _____
Timothy D. Jones
Mayor

Witness:

HURSTMONT ESTATE ACQUISITION LLC

By: _____

By: _____
Michael Nestico
Manager

Exhibit A-1
(Amended - 2025)

AL/IL PROJECT PHASE
DEVELOPMENT SCHEDULE

Task	Date for Completion	Status
Redeveloper shall enter into a contract with a licensed New Jersey Architect that will be responsible for overseeing the architectural aspects of the development of the design, production of the construction documents, and building specifications.	Not Applicable	Redeveloper executed a contract with the AL/IL Project Phase Architect in September 2024.
Redeveloper shall enter into a contract with a project manager that will be responsible for planning and overseeing the building process of the AL/IL Project Phase.	Not Applicable	Redeveloper executed a contract with the AL/IL Project Phase Manager in July 2024.
Redeveloper shall enter into a contract with a prime contractor that will be responsible for the construction, execution, quality, and completion of the AL/IL Project Phase. The prime contractor shall have the necessary experience, qualifications, and financial capacity to complete construction of the AL/IL Project Phase.	Not Applicable	Redeveloper executed a contract with the AL/IL Project Phase Prime Contractor in October 2024.
Redeveloper shall enter into a pre-operating agreement with a licensed long term care facility operator that will be responsible for operating the AL/IL Project Phase facility.	Not Applicable	Redeveloper executed a pre-operating agreement with the AL/IL Project Phase Operator in September 2024.
Redeveloper shall submit a complete design application for approval to the Southeast Morris County Municipal Utilities Authority for water service to the AL/IL Project Phase.	The Redeveloper shall use commercially reasonable efforts within one hundred twenty (120) business days from the later of: (i)	To be Completed

	obtaining the consent of all participating municipalities within the Southeast Morris County Municipal Utilities Authority; or (ii) the Effective Date.	
Redeveloper shall submit to the Township a complete Plan Set for Building Permits for the AL/IL Project Phase.	The Redeveloper shall use commercially reasonable efforts within ninety (90) business days from the later of: (i) obtaining final approval for water service to the AL/IL Project Phase from the Southeast Morris County Municipal Utilities Authority and the Department of Environmental Protection; or (ii) obtaining DOT Permits.	To be Completed
Redeveloper shall Commence Construction of the AL/IL Project Phase.	Ninety (90) business days from obtaining Building Permits.	To be Completed
Redeveloper shall Commence Construction of the Wastewater Treatment Facility in accordance with NJDEP Approval No. 23-0520	Ninety (90) business days from the Commencement of Construction.	To be Completed
Redeveloper shall enter into an operating agreement with AL/IL Project Phase Operator to operate the AL/IL Project Phase facility.	Ninety (90) business days prior to the issuance of a Temporary Certificate of Completion	To be Completed
Redeveloper shall obtain a Temporary Certificate of Occupancy for the AL/IL Project Phase.	Thirty six (36) months from the Commencement of Construction.	To be Completed
Redeveloper shall obtain a Certificate of Occupancy and Certificate of Completion for the AL/IL Project Phase.	Ninety (90) business days from issuance of the Temporary Certificate of Occupancy.	To be Completed

Exhibit A-2
(Amended - 2025)

TOWNHOUSE PROJECT PHASE
DEVELOPMENT SCHEDULE

Task	Date for Completion
Submit to the Township Complete Applications for Building Permits for the Townhouse Project Phase.	365 days after submitting a complete Plan Set for Building Permits for the AL/IL Project Phase
Commence Construction of Townhouse Project Phase.	One Hundred Fifty (150) business days from Township's issuance of building permits.
Certificate of Occupancy and Certificate of Completion for Townhouse Project Phase.	The Redeveloper shall use commercially reasonable efforts within four (4) Years from Commencement of Construction