

REDEVELOPMENT AGREEMENT

By and Between

THE CITY OF MILLVILLE

As Redevelopment Entity

and

25 AIRWORK, LLC

as Redeveloper

Dated: _____, 2025

THIS REDEVELOPMENT AGREEMENT (this "**Agreement**" or "**Redevelopment Agreement**") is made this ___ day of _____, 2025 (the "**Effective Date**") by and between:

THE CITY OF MILLVILLE, a municipal corporation of the State of New Jersey, having its offices at 12 South High Street, Millville, New Jersey 08332, in its capacity as a "redevelopment entity" pursuant to *N.J.S.A. 40A:12A-4(c)* (the "**City**"), and

25 AIRWORK, LLC a limited liability company of the State of New Jersey, having its address at 1925 Fairton Road, PO Box 52, Millville, New Jersey 08332 (together with permitted successors or assigns as hereinafter provided, the "**Redeveloper**", together with the City, the "**Parties**" or each a "**Party**").

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 areas in need of redevelopment and/or rehabilitation; and

WHEREAS, on January 17, 2017, the City Commission of the City of Millville (the "**Commission**") enacted Resolution 43-2017, which declared the entirety of the City as an "Area in Need of Rehabilitation" (the "**Rehabilitation Area**"); and

WHEREAS, pursuant to the Redevelopment Law, a Governing Body (as defined therein) may adopt, revise or amend a redevelopment plan; and

WHEREAS, in order to facilitate the redevelopment of the City, on February 7, 2017, the Commission adopted Resolution 82-2017 authorizing the Planning Board for the City (the "**Planning Board**") to review a redevelopment plan entitled "Redevelopment Plan for the City of Millville, Cumberland County, New Jersey, February 2017" (the "**Redevelopment Plan**"); and

WHEREAS, following Resolution 82-2017's adoption on February 7, 2017, a memorandum dated February 27, 2017 was provided to the Planning Board regarding the Redevelopment Plan's consistency with the City's Master Plan; and

WHEREAS, the Planning Board reviewed the Redevelopment Plan at its March 13, 2017 meeting; and

WHEREAS, by Planning Board Resolution #5-2017, adopted on March 13, 2017, the Planning Board found that the Redevelopment Plan was consistent with the City's Master Plan and recommended to the Commission that it approve the Redevelopment Plan; and

WHEREAS, on April 4, 2017, the Commission enacted Ordinance No. 14-2017, adopting the Redevelopment Plan for the Rehabilitation Area; and

WHEREAS, pursuant to *N.J.S.A. 40A:12-4*, the City is acting as the “redevelopment entity” (as defined in the Redevelopment Law) for the Rehabilitation Area; and

WHEREAS, the Redeveloper proposes to design, obtain approvals for, finance, construct, and implement a development consisting of a warehouse totaling approximately 26,000 square feet (collectively, the “**Project**”), on land identified as Block 125.01, Lot 13, commonly known as 25 Airwork Street, and as provided in Exhibit A hereto (the “**Property**”); and

WHEREAS, the City is the current owner of the Property; and

WHEREAS, the Redeveloper proposes to purchase the Property from the City in accordance with the purchase and sale agreement attached hereto as Exhibit D, (the “**Purchase and Sale Agreement**”) which will be executed concurrently with this Agreement; and

WHEREAS, the City has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances and regulations; and

WHEREAS, pursuant to Resolution No. [____]-2025 adopted on [October 7], 2025, the City designated the Redeveloper as the designated redeveloper of the Property and authorized the execution of this Redevelopment Agreement, the Purchase and Sale Agreement, and other related documents and actions; and

WHEREAS, in order to effectuate the Redevelopment Plan, the Project, and the redevelopment of the Property, the City has determined to enter into this Redevelopment Agreement with the Redeveloper, which Redevelopment Agreement designates Redeveloper as the “redeveloper” of the Project as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Parties with respect to the Project.

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

1.1 **Definitions**. As used in this Redevelopment Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Redevelopment Agreement shall include the corresponding masculine, feminine and neuter. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Redevelopment Agreement unless otherwise specified.

“**Affiliate**” means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

“**Agreement**” shall have the meaning set forth in the Preamble.

“**Airwork Access Agreement**” shall have the meaning set forth in Section 4.6(b).

“**Airwork ISRA Case**” shall have the meaning set forth in Section 4.6(a).

“**Airwork ISRA Documents**” shall have the meaning set forth in Section 4.6(a).

“**Appeal Period**” shall mean the period of time specified by statute or court rule within which an appeal may be taken by any party from the grant of any Governmental Approval.

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

“**Bond**” shall have the meaning set forth in Section 4.5(b).

“**Building Permit**” means a building permit issued by or on behalf of the City for construction of the Project, excluding a demolition permit but including a footings and foundation permit.

“**Business Days**” means all days except Saturdays, Sundays and the days observed as public holidays by the City.

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

“**Certificate of Occupancy**” means a temporary or permanent certificate of occupancy as defined in the applicable ordinances of the City and the applicable provisions of the Uniform Construction Code.

“**City**” shall have the meaning set forth in the Preamble.

“**City Costs**” shall mean (i) all outside professional and consultant fees, out of pocket costs or expenses incurred by the City arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or arising out of or in connection with the Project; (ii) subject to the Redeveloper’s termination rights pursuant to Section 5.7, litigation costs arising out of or in connection with a dispute with a third party with respect to this Redevelopment Agreement or the Project; and (iii) any other out of pocket fee, cost or expense incurred by the City, after the date of this Redevelopment Agreement, to satisfy its obligations under this Redevelopment Agreement or in furtherance of the Project, but shall not include any and all costs incurred in connection with the Redeveloper’s site plan application to the Planning Board and governed by the escrow deposited by the Redeveloper in connection with such application in accordance with the MLUL.

“**Closing**” is defined in the Purchase and Sale Agreement.

“**Commencement**,” “**Commence Construction**,” “**Commencement of Construction**,” or “**Commencement Date**” means the undertaking of any actual physical construction of any portion or Phase of the Project, including site preparation, environmental remediation, construction of Improvements or construction or upgrading of infrastructure.

“**Commission**” shall have the meaning set forth in the Recitals.

“**Completion**,” “**Completion of Construction**,” “**Complete Construction**,” or “**Completion Date**” means the completion of construction of the Project or any Phase of the Project, in accordance with the Redevelopment Plan, this Redevelopment Agreement, and Governmental Approvals, sufficient for issuance of a Certificate of Occupancy, if required, and subject only to installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

“**Completion Notice**” means written notification to the City of Completion of Construction of the Project or any Phase of the Project and request by Redeveloper for the issuance by the City of a Certificate of Completion for the Project or any Phase of the Project.

“**Control**” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“**County**” means Cumberland County, New Jersey.

“**Declaration of Covenants and Restrictions**” or “**Declaration**” means a written instrument to be executed by the Redeveloper and recorded in the Cumberland County Clerk’s Office, substantially in the form annexed hereto as Exhibit B, intended to encumber the Property and to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise expressly provided therein, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Redeveloper and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project.

“**Declaration of Reverter**” is defined in Section 5.2(b).

“**Due Diligence Period**” is defined in Section 4.1(a)(i).

“**Effective Date**” shall have the meaning set forth in the Preamble.

“**Environmental Laws**” means all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Materials, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”) (42 U.S.C. §§ 9601- 9675); the

Resource Conservation and Recovery Act of 1976 (“**RCRA**”) (42 U.S.C. § 6901 *et seq.*); the Clean Water Act (33 U.S.C. § 1251 *et seq.*); the Hazardous Material Transportation Act, as amended, (49 U.S.C. § 180, *et seq.*); the New Jersey Spill Compensation and Control Act (the “**Spill Act**”) (*N.J.S.A.* 58:10-23.11 *et seq.*); the Industrial Site Recovery Act, as amended (“**ISRA**”) (*N.J.S.A.* 13:1K-6 *et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (*N.J.S.A.* 58:10A-21 *et seq.*), the New Jersey Water Pollution Control Act (*N.J.S.A.* 58:10A-1 *et seq.*); the New Jersey Environmental Rights Act (*N.J.S.A.* 2A:35A-1 *et seq.*); the New Jersey Site Remediation Reform Act (*N.J.S.A.* 58:10C-1 *et seq.*); the New Jersey Solid Waste Management Act, as amended (“**SWMA**”) (*N.J.S.A.* 13:1E-1, *et seq.*); the Brownfield and Contaminated Site Remediation Act (*N.J.S.A.* 58:10B-1, *et seq.*); the Administrative Requirements for the Remediation of Contaminated Sites (*N.J.A.C.* 7:26C, *et seq.*); the NJDEP Remediation Standards (*N.J.A.C.* 7:26D, *et seq.*); the Technical Requirements for Site Remediation (*N.J.A.C.* 7:26E, *et seq.*); and any other rules and regulations promulgated under any of the foregoing.

“**Escrow Agreement**” is defined in Section 6.4(b).

“**Estoppel Certificate**” is defined in Section 7.12.

“**Event of Default**” is defined in Section 5.1.

“**Existing Members**” means the Persons owning membership interests in the Redeveloper as of the date of this Agreement, which Persons are set forth in Exhibit C annexed hereto.

“**FAFG**” shall have the meaning set forth in Section 4.6(a).

“**FAFG Entrants**” shall have the meaning set forth in Section 4.6(b).

“**First Anniversary**” is defined in Section 4.1(a)(vi).

“**Force Majeure Event**” means causes that are beyond the reasonable control and not due to the fault or negligence of the Party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project; declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials.

“**Foreclosure**” is defined in Section 6.3(b).

“**Governmental Approvals**” means all governmental approvals required for the Commencement of Construction, Completion of Construction, and use and occupancy of the Project, including, without limitation, the Planning Board Approvals; County planning board approvals, if and to the extent required; environmental permits, approvals, consents or authorizations from NJDEP and any other applicable governmental agencies; sewerage capacity

approvals, utilities-related permits and any and all other necessary governmental permits, licenses, consents and approvals, required to obtain, but not including the issuance of Building Permits.

“Hazardous Materials” shall mean any substance which is or contains (i) any “hazardous substance” as now or hereafter defined in §101(14) of CERCLA or any regulations promulgated under CERCLA; (ii) any “hazardous waste” as now or hereafter defined in the RCRA or regulations promulgated under RCRA; (iii) any substance regulated by ISRA or any regulations promulgated under ISRA, the Spill Act, or any regulations promulgated under the Spill Act, the SWMA, or any regulations promulgated under the SWMA; (iv) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*); (v) gasoline, diesel fuel, or other petroleum hydrocarbons; (vi) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vii) polychlorinated biphenyls; (viii) radon gas; and (ix) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any Environmental Law, ordinance, rule or regulation, now or hereinafter enacted, or the common law, or any other Applicable Laws relating to the Property.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system.

“Improvements” shall mean all improvements constructed as part of the Project.

“LSRP” shall have the meaning set forth in Section 4.6(a).

“MLUL” means the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*, as amended from time to time.

“Mortgage” means any security interest, evidenced by a written instrument, encumbering the Project, the Property, or any portion thereof, or interest therein, that secures the performance of obligations or the payment of debt, including, without limitation, any grant of, pledge of, or security interest in, any collateral, or any grant, directly or indirectly, of any deed of trust, mortgage or similar instrument or any other security whatsoever.

“Mortgagee” shall mean the holder of any Mortgage and any Affiliate(s) of such holder, including entities affiliated with such holder that own or exercise control over real property.

“NJDEP” means the New Jersey Department of Environmental Protection, and any successors in interest.

“Notice” means any notice, demand, or other communication required to be given under this Redevelopment Agreement by any Party to the other.

“Parties” shall have the meaning set forth in the Preamble.

“Party” shall have the meaning set forth in the Preamble.

“Permitted Transfers” is defined in Section 3.5(b).

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

“Planning Board Approvals” means preliminary and final site plan approval of the City’s Planning Board.

“Professional Services Fee” is defined in Section 6.4.

“Professional Services Fee Deposit” is defined in Section 6.4.

“Project” shall have the meaning set forth in the Recitals.

“Property” shall have the meaning set forth in the Recitals.

“Planning Board” shall have the meaning set forth in the Recitals.

“Purchase and Sale Agreement” shall have the meaning set forth in the Recitals.

“Redeveloper” shall have the meaning set forth in the Preamble.

“Redevelopment Agreement” shall have the meaning set forth in the Preamble.

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

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

“Rehabilitation Area” shall have the meaning set forth in the Recitals.

“Remediate” or **“Remediation”** means the performance and completion of all investigations and cleanup, and any and all other activities necessary or required for the cleanup or containment of Hazardous Materials, known or unknown, on, under, or migrating to or from the Property, in accordance with Applicable Laws, Environmental Law and Governmental Approvals, including but not limited to any “Preliminary Assessment”, “Site Investigation”, “Remedial Investigation” or “Remedial Action” (as such terms are defined under *N.J.S.A. 7:26E-1.8*).

“State” means the State of New Jersey.

“Transfer” means, prior to Completion of the Project or any Phase of the Project, as applicable, (i) a sale or conveyance of all or any portion of the Property or Project, or interest therein, by the Redeveloper to any other Person; (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in the membership, ownership, or Control of the Redeveloper as it exists on the date of this Redevelopment Agreement, or (iii) any assignment of this Redevelopment Agreement to any other Person.

“Workforce Information Session” is defined in Section 4.7(b).

1.2 Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

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

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

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

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

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

ARTICLE II DESIGNATION; REPRESENTATIONS AND WARRANTIES

2.1 Designation as Redeveloper. The City hereby designates and appoints the Redeveloper as redeveloper of the Project on the Property. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, the Redeveloper shall have the exclusive right to redevelop the Property in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement.

2.2 Representations and Warranties of Redeveloper. The Redeveloper hereby makes the following representations and warranties:

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

(b) The Redeveloper is a duly organized and validly existing legal entity under the laws of the State of New Jersey and all necessary consents 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;

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

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

(e) No indictment has been returned against the Redeveloper or any officer or shareholder of the Redeveloper;

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

(g) Subject to obtaining construction financing, the Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project;

(h) To the best of the Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;

(i) The Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any agreement, mortgage, indenture, instrument or judgment, to which the Redeveloper is a party;

(j) All information and statements included in any written information submitted to the City and its agents, including but not limited to, McManimon, Scotland & Baumann, LLC, are true and correct in all respects. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the City to enter into this Redevelopment Agreement; and

(k) To the best of the Redeveloper's knowledge and belief after diligent inquiry, the Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the City for any property situated in the City.

ARTICLE III COVENANTS AND RESTRICTIONS

3.1 Covenants and Restrictions. The City shall record a Declaration of Covenants and Restrictions substantially in the form annexed hereto as Exhibit B with the Cumberland County Clerk's Office concurrently with the transfer of the Property to Redeveloper. Such Declaration will be recorded at Redeveloper's cost and expense.

3.2 Description of Covenants and Restrictions. The following covenants and restrictions are imposed upon the Redeveloper, its successors and assigns, and are intended to run with the land until a Certificate of Completion has been issued for the Project or any Phase of the Project, except as otherwise provided, and are included in the Declaration of Covenants and Restrictions.

(a) The Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, this Redevelopment Agreement, and all Applicable Laws and Governmental Approvals;

(b) Except for Permitted Transfers, which shall not require written consent of the City, and subject to the terms of Section 3.5(a) hereof, prior to the issuance of a Certificate of Completion for the Project or any Phase of the Project, the Redeveloper shall not effect a Transfer without the written consent of the City, which shall not be unreasonably withheld, conditioned or delayed, and reviewed and acted upon by the City within (60) days of any written request for approval of such Transfer from Redeveloper

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

(d) Subject to and in accordance with the terms hereof, upon Completion of Construction, if required, Redeveloper shall have or obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Project; and the Redeveloper shall use the Property and/or Project only for the purposes contemplated by this Redevelopment Agreement and the Redevelopment Plan;

(e) Subject to and in accordance with the terms hereof, the Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense;

(f) Subject to and in accordance with the terms hereof, the Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Redevelopment Agreement including

the obligation to meet all deadlines and timeframes set forth in this Redevelopment Agreement;

(g) Prior to the issuance of a Certificate of Completion, Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project; and

(h) The Redeveloper will promptly pay any and all taxes, assessments, service charges, or similar obligations when owed with respect to the Property and any other property owned by the Redeveloper situated in the City.

3.3 Effect and Duration of Covenants and Restrictions. It is intended and agreed that the covenants and restrictions set forth in Section 3.2 shall be covenants running with the land. All covenants and restrictions in Section 3.2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and its successors and assigns, and any successor in interest to the Property, the Project, 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. Notwithstanding the foregoing, the covenants and restrictions set forth in Section 3.2 shall cease and terminate as to the Project or any Phase of the Project automatically and without further action upon the issuance of a Certificate of Completion for the Project, except for those covenants and restrictions which survive the issuance of a Certificate of Completion in accordance with the terms of the Declaration. Upon the request of Redeveloper or any successor owner at any time after the issuance of a Certificate of Completion, the City shall execute and deliver a discharge or discharges of the Declaration of Covenants and Restrictions (except for those items which survive in accordance with its terms) in recordable form for the Project within thirty (30) days of such request.

3.4 Enforcement by City. In amplification, and not in restriction of the provisions of this Article III, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the covenants and restrictions set forth in Section 3.2 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 covenants and restrictions shall run in favor of the City for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants and restrictions relate.

3.5 Prohibition Against Transfers of Interests in Redeveloper. (a) The Redeveloper recognizes the importance of this Project to the general welfare of the community and that the identity of the Redeveloper, and its qualifications are critical to the City in entering into this Redevelopment Agreement. The City considers that a change in Control in Redeveloper or a transfer of ten percent (10%) or more of the ownership interest in the Redeveloper is for practical purposes a Transfer or disposition of the Project. The Redeveloper recognizes that it is because of such qualifications and identity that the City is entering into this Redevelopment Agreement with the Redeveloper, and, in so doing, the City is relying on the obligations of the Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder. As a result, except for Permitted Transfers, prior to Completion of

the Project, as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed, the Redeveloper agrees for itself and all successors in interest that there shall be no change in Control of the Redeveloper, nor shall there be any transfer of 10% or more of the ownership interest in the Redeveloper.

(b) Consent to Permitted Transfers. The City hereby consents, without the necessity of further approvals, to the following Transfers (each, a “**Permitted Transfer**”):

(i) a Mortgage or related security granted by the Redeveloper to a Mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement, including any Mortgage or Mortgages and other liens and encumbrances granted by the Redeveloper to a Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, or marketing of the Project **but not** any transaction or project unrelated to the acquisition or the Project; provided, however, that the Redeveloper shall give the City at least thirty (30) days’ prior written Notice of such Permitted Transfer, including a description of the nature of such Transfer, the amount of the proposed Mortgage or related security, the name(s) and address(es) of the Mortgagee, and a certification of Redeveloper that such Mortgage or related security is being undertaken only for the purposes of the acquisition or the Project and not for any unrelated transaction or project;

(ii) transfers of easements or dedications of portions of interests in the Property as may be required for utilities for the Project or otherwise as conditions of Governmental Approvals, including but not limited to any sanitary sewer easement required by the Planning Board Approvals;

(iii) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

(iv) a lease agreement to a tenant or end user of the Project; and

(v) an assignment of this Redevelopment Agreement to one or more single purpose entities for 1031 exchange purposes, provided such single purpose entities are owned or controlled by the owners identified on Exhibit C.

(c) Approval of Transfer. Except for Permitted Transfers, with respect to any Transfer that requires the City’s consent pursuant to the terms of this Section 3.5, the City shall not unreasonably withhold, condition or delay its consent to such Transfer to a Transferee that has the same or greater experience and technical capability to carry out the Project as Redeveloper, and has the same or greater wherewithal to obtain financing for the Project as Redeveloper. The City will review and act upon any requests for Transfers pursuant to this Section within (60) days of any written request for approval of such Transfer from Redeveloper.

(d) Any other Transfer, including without limitation, any Transfer of a portion of the Project, shall be deemed a default hereunder.

3.6 City Covenants. The City hereby covenants and agrees that:

(a) The City shall fully cooperate with all requests made by the Redeveloper to ensure that all Governmental Approvals are obtained for the Project. Furthermore, the City agrees to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Agreement, and to execute and deliver any documents required to obtain such approvals and otherwise to cooperate with the Redeveloper (at no cost to the City) with respect to the Governmental Approvals; provided that nothing contained in this Section 3.6(a) shall be deemed: (i) to constitute an approval of all or any portion of the Project for which applications have been submitted or are required or (ii) a waiver of the ability of any governmental authority, to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals. Without limiting the generality of the foregoing, the City shall (A) request that all agencies of the City having jurisdiction over any of the Governmental Approvals expedite the processing of all applications for Governmental Approvals, (B) schedule, convene and conclude all required public hearings in a manner consistent with Applicable Laws, without undue delay, and (C) request that all planners, engineers and other consultants engaged by the City or any of its agencies review and comment on all submittals by the Redeveloper in an expeditious manner.

(b) The City shall undertake and complete, with due diligence, all of its obligations under this Redevelopment Agreement.

ARTICLE IV PROJECT DETAILS

4.1 Timeline and Implementation of the Project.

(a) Project Timeline.

(i) Redeveloper shall perform due diligence (the “**Due Diligence Period**”), as described in Section 10 of the Purchase and Sale Agreement; and

(ii) Redeveloper shall provide the City a construction schedule and cost of construction projection during the Due Diligence Period; and

(iii) Redeveloper shall make application to the City Planning Board and obtain all Governmental Approvals no later than April 4, 2026; and

(iv) Redeveloper shall acquire the Property as described in the Purchase and Sale Agreement; and

(v) Redeveloper shall Commence Construction no later than July 1, 2026; and

(vii) Redeveloper shall Complete Construction of the Project no later than January 1, 2028 and apply for a Certificate of Completion.

(b) 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

Project timeline set forth above, for any reason, the Redeveloper shall promptly provide Notice to the City 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 by the relevant dates set forth in the revised Project timeline. Redeveloper's proposed revisions to the Project timeline shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed, and shall be acted upon promptly by the City.

(c) In the event that Redeveloper does not obtain all necessary Governmental Approvals for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, and if the Closing shall not have yet occurred, then Redeveloper shall have the right to terminate this Agreement upon written Notice to the City. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval.

4.2 Agreement to Sell and Purchase the Property. (a) Subject to the terms and conditions herein, the City agrees to sell the Property to the Redeveloper and the Redeveloper agrees to purchase the Property from the City, in accordance with the provisions of this Redevelopment Agreement. A Purchase and Sale Agreement is attached as Exhibit D and will be executed by the Parties concurrently with this Redevelopment Agreement. Any breach under this Redevelopment Agreement shall be considered a breach under the terms of the Purchase and Sale Agreement, and any breach under the Purchase and Sale Agreement shall be considered a breach of this Redevelopment Agreement.

(b) As provided in the Purchase and Sale Agreement, the City agrees to permit the Redeveloper or its duly authorized agents and representatives a right of entry for any purposes permitted under the Purchase and Sale Agreement and this Agreement and to otherwise conduct pre-closing inspections at any reasonable time prior to the Closing Date (as defined in the Purchase and Sale Agreement) in accordance with the Right of Entry Agreement, attached hereto as Exhibit E, and diagram of remediation infrastructure, attached hereto as Exhibit F. Redeveloper's right to enter upon the Property and to inspect same shall be conditioned upon the Redeveloper first furnishing the City with proof satisfactory to the City that all of the inspections to be conducted upon the Property by or on behalf of the Redeveloper shall be protected by liability insurance pursuant to a liability insurance policy having a single limit of not less than \$1,000,000, which policy shall be in form and issued by an insurance company licensed to do business in the State of New Jersey. At City's election, a representative of the City may be present during any entry upon the Property by the Redeveloper or its duly authorized agents and representatives.

(c) As provided in the Purchase and Sale Agreement, the Redeveloper agrees to enter into a right of entry agreement with GEI Consultants Inc. for continued water testing after the Property has been conveyed pursuant to the Purchase and Sale Agreement.

4.3 Construction of the Project.

(a) Construction Hours. Construction practices and hours shall be in accordance with City Ordinances, which are available at the City Building Department or through the City Clerk.

(b) Maintenance. The Property will be cleaned on a regular basis by Redeveloper; provided, however, that Redeveloper agrees to clean up the Property within two (2) Business Days of a specific request by the City that Redeveloper do so or the close of the following Business Day, whichever is later. Should Redeveloper fail to comply with this obligation, the City will undertake street cleaning and charge Redeveloper for the costs of same. The Redeveloper shall repair, at Redeveloper's cost, any damage to the streets or sidewalks caused by Redeveloper during the construction of the Project.

(c) Pedestrian Access and Safety. The City acknowledges that for safety reasons, pedestrian access to the Property may need to be closed from time to time during construction of the Project. Notwithstanding the foregoing, the Redeveloper will provide appropriate signage and crosswalks to ensure the continued flow of pedestrian traffic. The Redeveloper shall supply to the City Building Department plans and specifications providing for pedestrian safety at and across the Property as applicable. The Redeveloper shall keep the walkways abutting the Property clean and free of debris, ice and snow during the construction of the Project.

(d) Construction Parking. The Redeveloper shall make arrangements with the City Construction Official and the City Police Department for off-street parking for construction vehicles and construction worker's vehicles if such vehicles cannot be parked on the Property itself.

(e) Construction Sign. The Redeveloper shall provide and erect a construction sign at the Property prior to the Commencement of Construction and shall maintain the sign until the Completion of Construction. The sign shall comply with the dimensional requirements of the City's Land Use and Development requirements for "Temporary Signs," in accordance with the design provided by the City and shall be separate from any sign erected by the Redeveloper to advertise the Project.

(f) Preconstruction Meeting; Notice of Commencement. There shall be a preconstruction meeting held at least fourteen (14) days prior to the Commencement of Construction, which meeting may include the City Administrator, the City Construction Official, the City Engineer, a representative from the City Police Department, a representative from the City Fire Department and representatives from the various utility companies. The Parties and other attendees at the meeting will discuss any pedestrian safety, parking, and traffic issues that may be relevant to the construction of the Project.

4.4 Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction of the Project or any Phase of the Project, the Redeveloper shall diligently apply to the appropriate City construction code official for a Certificate of Occupancy.

(b) Following Completion of the Project or any Phase of the Project and receipt of a Completion Notice from Redeveloper, the City agrees to issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the covenants and restrictions with respect to the Project, in this Redevelopment Agreement and the Redevelopment Plan. Within thirty (30) days after receipt of the Completion Notice, the City shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to Complete the Project, in accordance with the provisions of this Agreement or is otherwise in default hereunder. Upon issuance and recordation of the Certificate of Completion, the Declaration of Covenants and Restrictions for the Project shall be released to the extent set forth in the Declaration.

4.5 Project Costs, Financing and Performance and Maintenance Guarantees.

(a) The Redeveloper agrees that the costs and financing for the Project are the sole responsibility of the Redeveloper, not the City.

(b) Redeveloper shall post performance and maintenance guarantees and review escrows in accordance with the provisions of *N.J.S.A. 40:55D-53 et seq.* of the MLUL and all Applicable Laws (collectively, the “**Bond**”), in the following manner:

(i) Prior to the Commencement of Construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL) for those Improvements for which a performance guarantee may be required pursuant to the MLUL and as may be required pursuant to the approved site plan Planning Board resolution, in an amount to be determined by the City Engineer pursuant to the MLUL.

(ii) A maintenance guarantee in respect of those Improvements required to be bonded in accordance with the MLUL, in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL) for a period not to exceed two (2) years after final acceptance of the Improvement, in an amount determined by the City Engineer according to the method of calculation set forth in *N.J.S.A. 40:55D-53* of the MLUL.

(iii) If required, the Bond must name the City as an obligee and Redeveloper shall deliver a copy of the Bond to the City prior to Commencement of Construction. To the extent that a surety bond is provided, it shall be provided by a company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event any insurance company, financial institution or other entity issuing a performance guarantee herein, shall be insolvent or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over the management of the entity, within thirty (30) days after notice from the City, Redeveloper shall replace the Bond.

(iv) In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect as a result of any act or omission by Redeveloper, then until an approved replacement of the lapsed Bond has been deposited with the City, the City may require Redeveloper to cease and desist any and all work on the Project, unless the Improvements required to be bonded have been completed and approved by the City. In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect

through no act or omission of Redeveloper, then unless Redeveloper fails to replace the Bond within twenty (20) Business Days of notice given to Redeveloper by the City, the City may require Redeveloper to cease and desist work on the Project unless the Improvements required to be bonded have been completed and approved by the City.

4.6 Environmental.

(a) Airwork ISRA Case. Redeveloper hereby expressly agrees and acknowledges that the Property was formerly known as the Regional Turbine Center of the former Airwork Facility and is one (1) part of certain Remediation efforts being undertaken by the Former Airwork Facility Group (the “**FAFG**”) at the Millville Airport, pursuant to ISRA Case Numbers E85529, E97254, and E98602 (the “**Airwork ISRA Case**”) and NJDEP Program Interest #000191. By or before the Effective Date the City shall provide Redeveloper with certain environmental reports, data and other documents from the Airwork ISRA Case related specifically to the Property (the “**Airwork ISRA Documents**”). Redeveloper hereby expressly agrees and acknowledges that, except as set forth in the Airwork ISRA Documents, the City has made no representation as to the environmental condition of any part of the Property or the presence of any Hazardous Materials on, under or migrating from the Property. During the Due Diligence Period, at Redeveloper’s request, the City shall reasonably coordinate discussions between Redeveloper’s representatives and the FAFG’s Licensed Site Remediation Professional (“**LSRP**”) responsible for the Airwork ISRA Case. The City shall have the right to have its representatives participate in any such discussions. Redeveloper hereby expressly agrees and acknowledges that the City has provided certain correspondence from the NJDEP, dated April 18, 2024, confirming that the sale of the Property from the City to Redeveloper requires no additional compliance with ISRA.

(b) Compliance with Airwork ISRA Case. Redeveloper hereby expressly agrees that, at all times during the Due Diligence Period and after Closing, all of Redeveloper’s activities and uses of the Property shall be in conformance with the Airwork ISRA Case, including, but not necessarily limited to: (i) execution of the Environmental Access, Notification and Obligations Agreement (the “**Airwork Access Agreement**”), attached hereto as Exhibit G; (ii) ensuring that all existing groundwater treatment infrastructure and equipment (as depicted on the Groundwater Treatment System Schematic, attached hereto as Exhibit F) is not removed or damaged in any way; and (iii) allowing the FAFG and its LSRP, consultants, contractors or subcontractors (the “**FAFG Entrants**”) a continued right of access pursuant to the Airwork Access Agreement to potentially install monitoring wells, to take environmental samples, to conduct operation and maintenance (O&M) of groundwater treatment infrastructure and equipment, and to otherwise conduct such Remediation as may be determined to be necessary on or to the Property, including the installation of engineering and institutional controls (as defined under Environmental Law), together with the right of ingress and egress to and from the Property, with all necessary and appurtenant materials and equipment. All access and activities of the FAFG shall be reasonably coordinated with Redeveloper pursuant to the Airwork Access Agreement. Any work done on the property by the FAFG Entrants shall be at no cost to Redeveloper.

(c) Release of Hazardous Materials. Redeveloper hereby acknowledges and agrees that to the extent Redeveloper, or any of its employees, representatives, agents, consultants, contractors, subcontractors, tenants, licensees, customers, or invitees, cause any discharge, spill, leak, placement, disposal or emission of Hazardous Materials on any portion of the Property, either

before or after Closing, Redeveloper shall be solely responsible for conducting any Remediation of same as required by Environmental Laws, including any Remediation required on any other Property, at its sole cost and expense and the City shall have no responsibility, obligation or liability whatsoever for same.

(d) Release of Claims. By entering into this Agreement, Redeveloper, and any person or party claiming through Redeveloper, hereby releases, waives and forever discharges any and all claims, demands, costs, expenses, and causes of action against the City and the FAFG, and their collective officers, employees, agents, servants, guests, contractors, representatives, or administrators, related to the presence of Hazardous Materials on, beneath or migrating from the Property, including but not limited to any claims for the Remediation of same or for bodily injury with respect to same. For purposes of this Agreement, the FAFG consists of the City, Purex Industries, Inc., Signature Aviation, and General Electric Company, including all predecessors, successors, subsidiaries and related entities thereof, except that FAFG shall continue to be obligated to fulfill any obligations relating to environmental cleanup and maintenance, and if it should fail to do so, may be liable therefor.

(e) Indemnification. Redeveloper shall defend, protect, indemnify and hold harmless the City and the FAFG, including all employees, officers, agents and representatives thereof, from any claims, demands, notices, penalties, causes of action, judgments, costs (including reasonable attorneys' fees), and expenses, which may be sustained as a result of any breach of this Agreement or the Airwork Access Agreement or any alleged violations of Environmental Laws by Redeveloper or any of its employees, representatives, agents, consultants, contractors, subcontractors, tenants, licensees, customers, or invitees, including, without limitation, claims by any third party.

4.7 First Source Employment and Contracting. The Redeveloper agrees that during the operation of the Project:

(a) First Source Employment and Contracting. (i) The Redeveloper shall make good faith efforts and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts, to employ qualified City residents and patronize qualified City businesses if possible in the implementation and construction of the Project, on commercially reasonable, economically competitive terms and consistent with the Project budget. For purposes of this Section, compliance with "good faith efforts" shall be evidenced as follows: (i) the Redeveloper has sought to hire qualified City residents for at least ten percent (10%) of the available job opportunities; (ii) the Redeveloper has sought to contract with qualified City businesses for work equaling at least ten percent (10%) of the Project's construction budget; and (iii) if qualified individuals and contractors are not available on commercially reasonable, economically competitive terms at the levels described at (i) and (ii), the Redeveloper shall, at the request of the City, provide the City with written documentation of the good faith efforts that it has made.

(b) Redeveloper shall regularly contact and cooperate with the City Administrator or their designated representative in connection with workforce and contracting opportunities, and notify her of workforce and contracting needs for the Project so that the City

may refer qualified City residents and businesses to meet the workforce and contracting needs of the Project.

ARTICLE V EVENTS OF DEFAULT; TERMINATION

5.1 Events of Default. Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure Event extension and tolling as provided elsewhere in this Redevelopment Agreement:

(a) If at any time the Redeveloper shall: (i) generally not pay its debts as such debts become due, within the meaning of such phrase under Title 11 of the United States Code (or any successor to such statute), or admit in writing that it is unable to pay its debts as such debts become due; or (ii) make an assignment for the benefit of creditors; or (iii) file a voluntary petition under Title 11 of the United States Code, as the same may be amended, or any successor to such statute; or (iv) file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy code or any other present or future applicable federal or State or other statute or law; or (v) seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, sequestrator, liquidator or other similar official of the Redeveloper or of all or any substantial part of its property or of the Project or any interest of the Redeveloper therein; or (vi) take any corporate action in furtherance of any action described in this subsection or (vii) if at any time any proceeding against the Redeveloper seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal or state or other statute or law shall not be dismissed within ninety (90) days after the commencement thereof, or if, within ninety (90) days after the appointment without the consent of the Redeveloper of any custodian, trustee, receiver, sequestrator, liquidator or any other similar official of the Redeveloper, or of all or any substantial part of its properties or of the Project or any interest of the Redeveloper therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if any such appointment shall not have been vacated within forty-five (45) days after the expiration of any such stay.

(b) The Redeveloper’s failure to pay or delinquency in the payment of real property taxes, payments in lieu of taxes, if applicable, or assessments, which failure or delinquency is not cured within ten (10) days written Notice from the City. Redeveloper’s failure to make any other payment due to the City hereunder, which is not cured within ten (10) days after Notice by the City.

(c) Cancellation or termination by reason of any act or omission of the Redeveloper of any insurance policy, performance or completion bond, letter of credit, guaranty or other surety required hereunder to be provided by the Redeveloper for the benefit of the City, which failure or delinquency is not cured within thirty (30) days after Notice by the City.

(d) Any Transfer (except for Permitted Transfers), without the written approval of the City. Any such transfer shall be void ab initio.

(e) If the Redeveloper fails to Commence Construction within the time frame

specified in this Redevelopment Agreement, or to abide any other portion of the project timeline at Section 4.1(a).

(f) If the Redeveloper does not occupy and/or abandons the Project or substantially suspends work on the Project after the Commencement of Construction for a period of more than ninety (90) days and fails to recommence work within thirty (30) days after receipt by the Redeveloper of a Notice of such failure, abandonment or suspension; provided, however, that if the failure, abandonment or suspension is one that cannot be completely cured within thirty (30) days after receipt of such Notice, Redeveloper shall have up to sixty (60) additional days to cure so long as the Redeveloper promptly undertakes actions to correct the failure, abandonment or suspension upon its receipt of Notice and is proceeding with due diligence to remedy same.

(g) Any other default or breach by the Redeveloper in the observance or performance of any covenant, condition, representation, warranty or agreement hereunder and, except as otherwise specified, the continuance of such default or breach for a period of thirty (30) days after Notice from the non-defaulting Party specifying the nature of such default or breach and requesting that such default or breach be remedied; provided, however, with respect to any non-monetary default or breach, if the default or breach is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Redevelopment Agreement specifically provides otherwise.

5.2 Remedies Upon Event of Default by the Redeveloper. (a) Whenever any Event of Default by the Redeveloper occurs and continues beyond any applicable cure or grace period, the City may, on written Notice to the Redeveloper (after applicable Notice and cure periods shall have expired), pursue all remedies at law or equity available to it by reason of the Redeveloper's default, including, but not limited to, the termination of this Redevelopment Agreement and the Redeveloper's designation as redeveloper hereunder. In the event of such termination, except as expressly provided for herein, this Redevelopment Agreement shall be of no further force and effect and neither Party shall have any further rights, liabilities and/or obligations hereunder. Notwithstanding the foregoing, Redeveloper shall be, and shall remain, fully responsible for payment of any outstanding City Costs, including costs and/or damages (including, but not limited to, reasonable counsel fees) incurred by the City on account of such Event of Default.

(b) Right of Reverter. If, prior to the issuance of the Certificate of Occupancy for the Project, any Event of Default by the Redeveloper occurs and continues beyond any applicable cure or grace period, the City shall have the right, at its sole and absolute option, to exercise its right of reversion on the Property. Upon sixty (60) days prior written Notice by the City (the "**Declaration of Reverter**") to the Redeveloper (and where applicable, to the Mortgagee), ownership of the Property shall revert to the City pursuant to a reverter clause, which shall be included in the deed. However, any reversion of title as a result of the aforementioned termination due to an Event of Default shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (A) the lien of any Mortgage authorized by this Redevelopment Agreement; and (B) any rights or interest provided in this Redevelopment Agreement for the protection of Mortgagees or other lienholders. The right of the City to declare such a reversion of title is not intended as a waiver by the Redeveloper of its right to challenge the

validity of such reversion or otherwise contest the same in any manner if the Redeveloper believes such right has been improperly exercised and/or is otherwise defective, improper or disputable for any reason.

(i) At the same time that the City enters onto and takes possession of the Property, Redeveloper shall execute and deliver a deed to the City for the Property,, subject to the rights of any mortgage holder as set forth herein. If the Redeveloper is the subject of a bankruptcy proceeding under the Bankruptcy Code, the Redeveloper hereby consents to granting the City relief from the automatic stay pursuant to 11 U.S.C. § 362 to effectuate the transfer. Upon the occurrence of any such conveyance, this Agreement shall be deemed terminated and there shall be no further rights or obligations of the parties except those rights reserved to a mortgage holder or as otherwise expressly reserved to the City in this Agreement or which expressly survive by the terms of this Agreement. This provision shall be entered in the Declaration. Any vesting of title in the City under this Section shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage permitted by this Agreement for the protection of the holders of such mortgage. If the Redeveloper refuses to execute and deliver a deed to the City for the Property as set forth in the within paragraph after a Declaration of Reverter and the expiration of any applicable cure period, the City shall be entitled, in its sole discretion, to appoint any officer as the attorney-in-fact for the Redeveloper with the power to execute a deed transferring title to the Property to the City.

(ii) As Redeveloper is purchasing the Property from the City for value as set forth in the Purchase and Sale Agreement, concurrently with any exercise of the reverter set forth herein, the City shall pay over to Redeveloper an amount equal to the Purchase Price, less: all reasonable costs and expenses incurred by the City, including but not limited to: legal fees, salaries of personnel and related expenses incurred by the City in connection with the possession of the Property; all taxes, payments in lieu of taxes, assessments, and water and sewer charges with respect to the Property or any part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property at the time of the vesting of title thereto in the City or to discharge or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults, or acts of Redeveloper, its successors or Transferees; any expenditures made or obligations incurred with respect to the completion of the Project or any part thereof; and any amounts otherwise owed to the City by Redeveloper and its successors or Transferees in accordance with the terms of this Agreement.

(iii) Upon the issuance of a Certificate of Occupancy for the Project or any Phase of the Project, the Property shall no longer be subject to the provisions of this Section 5.2(b). This section 5.2 shall survive termination of this Agreement.

5.3 Remedies Upon Event of Default by the City. If an Event of Default by the City occurs and continues beyond any applicable cure or grace period, then the Redeveloper may pursue all remedies at law or equity available to it by reason of the City's default; provided, however, that under no circumstances shall the City be liable for consequential, indirect or special damages or loss of profits or business opportunities of any kind. Further, subject to any cure provisions afforded the City hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, on written Notice to the City (after applicable Notice and cure period shall have expired), to terminate this Redevelopment Agreement upon which, except as expressly provided

for herein, this Redevelopment Agreement shall be of no further force and effect and neither Party shall have any further rights, liabilities and/or obligations hereunder.

5.4 Force Majeure Extension. For the purposes of this Redevelopment Agreement, neither the City 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 City 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. During any Force Majeure Event that affects only a portion of a Project, the Redeveloper shall, to the maximum extent feasible, continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence or occurrence of a Force Majeure Event shall not prevent the City or the Redeveloper from declaring a default or the occurrence of an Event of Default by the other Party if the event that is the basis of the Event of Default is not a result of the Force Majeure Event. 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 ten (10) Business Days (or such longer period as is reasonably necessary) after the occurrence thereof.

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

5.6 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

5.7 Termination Rights Related to Litigation. If third-party litigation is commenced challenging the validity of (i) the designation of the Rehabilitation Area, (ii) the Redevelopment Plan, or (iii) execution of this Redevelopment Agreement by the City, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if the Redeveloper invokes the Force Majeure Event provisions this Redevelopment Agreement; provided, however, that if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Redevelopment Agreement by written Notice to the other. Upon such termination, except as expressly provided herein, this Agreement shall be of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

ARTICLE VI FINANCING

6.1 Mortgage Financing.

(a) During the term of this Agreement, the Redeveloper shall not engage in any financing or any other transaction creating any Mortgage on the Project other than with respect to the cost of acquiring the Property and developing the Project (including designing, permitting and constructing the Project).

(b) In the event that the Redeveloper is unable to obtain financing for the Project, on terms and conditions acceptable to the Redeveloper in its sole discretion, or if the Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to the Redeveloper in its sole discretion, then provided that the Closing shall not yet have occurred, the Redeveloper shall have the right to terminate this Redevelopment Agreement upon written Notice to the City.

(c) If this Redevelopment Agreement is terminated pursuant to the terms of this Section 6.1, then, except as expressly set forth herein to the contrary and upon full payment of all City Costs accruing until the date of such termination, this Redevelopment Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(d) If the Mortgagee reasonably requires any change(s) or modification(s) to the terms of this Redevelopment Agreement, the City shall reasonably cooperate with the Mortgagee and the Redeveloper in reviewing such proposed change(s) or modification(s) and shall consider them in good faith; provided, however, that any such proposed change or modification shall not materially and adversely alter or modify the rights and obligations of the Redeveloper or the City, as provided in this Redevelopment Agreement.

6.2 Notice of Default to the Mortgagee and Right to Cure. Whenever the City shall deliver any Notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the City shall at the same time deliver to each Mortgagee a copy of such Notice or demand; provided that the Redeveloper has delivered to the City a written Notice of the name and address of such Mortgagee. Each such Mortgagee (insofar as the rights of the City are concerned) has the right at its option within sixty (60) days after the receipt of such Notice to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The City shall not seek to enforce any of its remedies under this Agreement during the period in which any such Mortgagee is proceeding diligently and in good faith to cure an Event of Default by the Redeveloper. If the Mortgagee elects to cure the Event of Default within such 60-day period but has not completed such cure, then, not later than every sixty (60) days thereafter until such Event of Default is cured, Redeveloper shall inform the City that the Mortgagee is proceeding diligently to cure the Event of Default, and shall briefly describe the course of action being pursued to effectuate such cure. Notwithstanding the foregoing, the City may seek to enforce any of its remedies under this Agreement with respect to a monetary Event of Default if such monetary Event of Default is not cured within a thirty (30) day period after Notice thereof. If possession of the Project is necessary to cure any default or breach, any Mortgagee will be allowed to complete any proceedings required to obtain possession of the Project. Notwithstanding anything contained herein to the contrary, the City shall retain at all times all statutory rights to enforce the payment of property taxes, payments in lieu of taxes, if applicable, sewer charges, and other municipal charges,

including but not limited to those rights granted by the Tax Sale Law, *N.J.S.A. 54:5-1 et seq.*, and/or the In Rem Tax Foreclosure Act, *N.J.S.A. 54:5-104.29 et seq.*

6.3 No Guarantee of Construction or Completion by Mortgagee.

(a) A Mortgagee shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or Complete the Project or to guarantee such construction or Completion; nor shall any covenant or any other provisions be construed so as to obligate a Mortgagee. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Mortgagee to undertake or continue the construction or Completion of the Project (beyond the extent necessary to conserve or protect the Mortgagee's security, including the Improvements or construction already made) without the Mortgagee or Affiliate of Mortgagee first having expressly assumed the Redeveloper's obligations to the City with respect to the Project by written agreement reasonably satisfactory to the City.

(b) If a Mortgagee forecloses its Mortgage secured by the Project, or takes title (in its name or the name of an Affiliate) to the Project by deed-in-lieu of foreclosure or similar transaction (collectively, a “**Foreclosure**”), the Mortgagee or its Affiliate shall have the option to either (i) sell the Project to any Person, provided Mortgagee gives the City Notice of such sale at least thirty (30) days prior to Closing (as defined in the Purchase and Sale Agreement) and provided such Person assumes the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. Any such Mortgagee or other entity assuming such obligations of the Redeveloper, upon Completing the Project shall be entitled, upon written request made to the City, to a Certificate of Occupancy in accordance with the terms of this Redevelopment Agreement and under Applicable Laws. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Mortgagee, or such other entity assuming such obligations of the Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or Improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Mortgagee or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Property or Project in accordance herewith.

6.4 Escrow Account to Cover City Costs.

(a) With respect to any professional services required by the City in connection with this Agreement and any other related agreements, documents, or actions which may be necessary until the issuance of Certificate of Completion for the Project, the Redeveloper agrees that the City shall be entitled to appoint any professionals, including but not limited to attorneys, appraisers, etc., to perform such work for the City as may be required concerning the Project and that the Redeveloper shall reimburse the City in full for the documented Redeveloper's Costs incurred by the City in connection with the Project (the “**Professional Services Fee**”). Redeveloper agrees that such costs also include third-party costs incurred by the City, if any, in connection with the Redeveloper's financing of the Project. Redeveloper shall receive a copy of the invoices from the City for any request for payment of any Professional Service Fees.

(b) The Redeveloper and the City entered into an escrow agreement (the “**Escrow Agreement**”) to defray certain costs incurred by or on behalf of the City arising out of or in connection with the Project. Pursuant to the Escrow Agreement, the City has established an escrow account and the Redeveloper has provided a deposit to fund the costs of the pre-development activities as they accrue, including the payment of all such costs incurred by the City to negotiate the Escrow Agreement and draft and negotiate this Agreement (the “**Existing Escrow**”). As a pre-condition to and concurrent with the execution of this Agreement, the Redeveloper shall, after payment of all amounts due and owing to the City pursuant to the Escrow Agreement, provide a professional services fee deposit to the City in the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** (as debited and replenished, the “**Professional Services Fee Deposit**”). At the time of execution of this Agreement, if there are funds remaining in the Existing Escrow after payment of all amounts due and owing to the City pursuant to the Escrow Agreement, those funds may be applied to fund the Professional Services Fee Deposit. Upon receiving invoices from its professionals, the City shall pay such invoices, debit the Professional Services Fee Deposit in the amount of said paid invoices, and forward to the Redeveloper a copy of the invoice, which copy shall serve as notice that the Professional Services Fee Deposit was debited in the amount of the invoice. In the event the Professional Services Fee Deposit falls below **FIVE THOUSAND DOLLARS (\$5,000.00)** the City may require the Redeveloper, within ten (10) days of such deficiency, to replenish the Professional Services Fee Deposit to **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** at all times. The Redeveloper shall also be responsible for paying any Professional Services Fees resulting from Redeveloper’s breach or default or threatened breach or default of its obligations and/or covenants under this Agreement. The Escrow Agreement is hereby terminated.

ARTICLE VII MISCELLANEOUS

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

7.2 Non-Liability of Officials and Employees.

(a) No member, official or employee of the City shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

(b) No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the City, or their successors, on any obligation under the terms of this Redevelopment Agreement.

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

7.4 Recitals and Exhibits. The Recitals and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

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

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

7.7 Indemnification. The Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the City, its governing body, its officers, employees, agents, attorneys and consultants, representatives and respective successors and assigns from any third-party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting from or in connection with the acts or omissions of the Redeveloper or of the Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project. This Section shall survive termination of this Redevelopment Agreement.

7.8 Notices. Notices shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by e-mail transmission (with a hard copy and a transmission confirmation sent by a recognized overnight national carrier service for next business day delivery) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any Party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the City:

City of Millville
12 South High Street
Millville, New Jersey 08332
Attn: Joseph Calchi, City Administrator
Joseph.Calchi@millvillenj.gov

With a copy to:

McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068
Attn: W. Connor Kimmel, Esq.

wckimmel@msbnj.com

City of Millville
12 South High Street
Millville, New Jersey 08332
Attn: Brock Russell, City Attorney
Brock.Russell@millvillenj.gov

As to the Redeveloper:

25 Airwork, LLC
1925 Fairton Road, PO Box 52
Millville, New Jersey
Attn: Richard Abbott
Rick@RLAbbott.com

From time to time either Party may designate a different person or address for all the purposes of this Notice provision by giving the other Party no less than ten (10) days' Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee, provided, that any Notice delivered by telecopy shall be deemed to have been received by such Party at the time of transmission, provided that a hard copy and transmission confirmation is simultaneously sent by a recognized overnight national carrier service for next business day delivery. Any Notice given by an attorney for a Party shall be effective for all purposes.

7.9 Further Assurances/Cooperation. The Parties shall cooperate with each other as reasonably necessary to effectuate the Project. From time to time at the request of either the Redeveloper or the City, the other Party shall execute, acknowledge and deliver such other and further documents as the requesting Party may reasonably request to better effectuate the provisions of this Redevelopment Agreement.

7.10 Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Redevelopment Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Cumberland County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Cumberland County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby shall be tried before a judge and without a trial by jury.

7.11 Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same

agreement.

7.12 Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto, the other Party shall issue a signed certificate (“**Estoppel Certificate**”) stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there is no Event of Default under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of Notice would result in an Event of Default under this Redevelopment Agreement), or stating the nature of the Event of Default or other such event, if any, and (iii) any other matter reasonably requested. No more than three (3) Estoppel Certificates per year may be requested by each Party.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

ATTEST:

CITY OF MILLVILLE

SEAL

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

BE IT REMEMBERED, that on _____ 2025, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the _____ of the **CITY OF MILLVILLE**, a municipal corporation of the State of New Jersey, the entity named in the within Instrument and that she signed, sealed and delivered the attached document as and for his act and deed and as the authorized act and deed of the **CITY OF MILLVILLE**.

Sworn and subscribed to before me
this ____ Day of _____, 2025

Notary Public of the State of NJ
My Commission Expires _____

Exhibit A

Metes And Bounds of the Property

Exhibit B

Form of Declaration of Covenants and Restrictions

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (hereinafter, the **Declaration**) made this ___ day of _____, 2025 by **25 AIRWORK, LLC**, a limited liability company of the State of New Jersey, having its address at 1925 Fairton Road, PO Box 52, Millville, New Jersey 08332 (hereinafter, the **Declarant**).

W I T N E S S E T H :

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 areas in need of redevelopment and/or rehabilitation; and

WHEREAS, on January 17, 2017, the City Commission of the City of Millville (the **Commission**) enacted Resolution 43-2017, which declared the entirety of the City as an “Area in Need of Rehabilitation” (the **Rehabilitation Area**); and

WHEREAS, pursuant to the Redevelopment Law, a Governing Body (as defined therein) may adopt, revise or amend a redevelopment plan; and

WHEREAS, in order to facilitate the redevelopment of the City, on February 7, 2017, the Commission adopted Resolution 82-2017 authorizing the Planning Board for the City (the **Planning Board**) to review a redevelopment plan entitled “Redevelopment Plan for the City of Millville, Cumberland County, New Jersey, February 2017” (as may be amended, the **Redevelopment Plan**); and

WHEREAS, following Resolution 82-2017’s adoption on February 7, 2017, a memorandum dated February 27, 2017 was provided to the Planning Board regarding the Redevelopment Plan’s consistency with the City’s Master Plan; and

WHEREAS, the Planning Board reviewed the Redevelopment Plan at its March 13, 2017 meeting; and

WHEREAS, by Planning Board Resolution #5-2017, adopted on March 13, 2017, the Planning Board found that the Redevelopment Plan was consistent with the City’s Master Plan and recommended to the Commission that it approve the Redevelopment Plan; and

WHEREAS, on April 4, 2017, the Commission enacted Ordinance No. 14-2017, adopting the Redevelopment Plan for the Rehabilitation Area; and

WHEREAS, the Declarant heretofore submitted to the City a proposed concept for the development of a warehouse totaling approximately 26,000 square feet (the **Project**) on land

identified as Block 125.01, Lot 13 on the Tax Map of the City, commonly known as 25 Airwork Street (the “**Property**”); and

WHEREAS, pursuant to Resolution [_____] adopted on [_____], the City designated the Declarant as the designated redeveloper of the Property and authorized the execution of the Redevelopment Agreement (the “**Redevelopment Agreement**”) between the City of Millville (the “**City**”) and the Declarant; and

WHEREAS, pursuant to the Redevelopment Agreement, the Declarant is required to record this Declaration setting forth certain covenants and restrictions concerning the use and Transfer (as defined in the Redevelopment Agreement) of the Property; and

WHEREAS, the Declarant desires and intends to give notice to all future owners of the Property in accordance with the Redevelopment Agreement as set forth herein,

NOW, THEREFORE, in consideration of the facts recited above, the Declarant for itself, its successors and assigns, hereby covenants, agrees and declares, in perpetuity, the following:

The terms of the attached restrictions shall run with and be binding upon the Property. The recitals are incorporated herein as if set forth at length. Terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

A. **COVENANTS AND RESTRICTIONS.** Declarant for itself and on behalf of its successors and assigns, covenants and agrees that it shall:

(a) Devote the Property to the uses specified in the Redevelopment Plan, including constructing the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan and all Applicable Laws and Governmental Approvals, and shall not devote the Property to any other use(s); and

(b) Not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, sexual orientation 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, use, lease or occupancy of the Property, or any portion thereof, 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, race, color, creed, religion, ancestry, national origin, sex, sexual orientation or marital status, and the Declarant, 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, sexual orientation or marital status; and

(d) Use the Property solely for the purpose of the redevelopment of the Property as provided in the Redevelopment Agreement and not for speculation in land holding; and

(e) As further described in Article III of the Redevelopment Agreement, prior to the

issuance of a Certificate of Completion, not effect or execute any Transfer which is not permitted in accordance with the terms of the Redevelopment Agreement. Any such Transfer shall be void *ab initio*; and

(f) Subject to rights of any mortgage and/or pledge holder as set forth in Sections 5.2, 5.3 and 5.4 of the Redevelopment Agreement, upon the occurrence of an Event of Default, past any applicable cure period provided in the Redevelopment Agreement, as set forth in the Redevelopment Agreement, the City shall have the right at its option upon one hundred eighty (180) Days' written notice to Declarant, in accordance with Section 7.8 of the Redevelopment Agreement, and any mortgagee of the Declarant, to enter and take possession of the Property, provided that if Declarant cures the Event of Default as set forth in the Redevelopment Agreement within the foregoing one hundred eighty (180) Day period, then City's notice of reverter shall be null and void. At the same time that the City enters onto and takes possession of the Property, if applicable, Declarant shall execute and deliver a deed to the City for the Property, if applicable, subject to the rights of any mortgage holder, as set forth in Article V of the Redevelopment Agreement, and the bondholders, if any. Upon the occurrence of any such conveyance, the Redevelopment Agreement shall be deemed terminated and there shall be no further rights or obligations of the parties except those rights reserved to a mortgage holder or as otherwise expressly set forth in Article VII of the Redevelopment Agreement. Any vesting of title in the City of the Property under Section 5.2(b) of the Redevelopment Agreement shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage permitted by the Redevelopment Agreement for the protection of the holders of such mortgage.

(g) Subject to and in accordance with the terms hereof, upon Completion of Construction, Declarant shall obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Project; and the Declarant shall use the Property and/or Project only for the purposes contemplated by this Redevelopment Agreement;

(h) Subject to and in accordance with the terms hereof, the Declarant shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense;

(i) Subject to and in accordance with the terms hereof, the Declarant shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and this Redevelopment Agreement including the obligation to meet all deadlines and timeframes set forth in this Redevelopment Agreement;

(j) Prior to the issuance of a Certificate of Completion, Declarant shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project; and

(k) The Declarant will promptly pay any and all taxes, assessments, service charges, or similar obligations when owed with respect to the Property and any other property owned by the Declarant situated in the City.

The covenants and restrictions set forth above 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 the Redevelopment Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Declarant, its successors and assigns and every successor in interest therein, and any Person in possession or occupancy of the Property or any part thereof. The covenants and restrictions set forth in Section A(a) shall remain in effect until the expiration of the Redevelopment Plan (at which time such covenants and restrictions shall cease and terminate) and that the covenants and restrictions provided in Sections A(b), A(c), and A(k) shall remain in effect without limitation as to time, provided that such covenants and restrictions shall be binding on the Declarant, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Declarant 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. Upon receipt of a Certificate of Completion under the Redevelopment Agreement, the City will execute a discharge of Section A(d), A(e), A(f), A(g), A(h), A(i), and A(j) of this Declaration.

B. RESTRAINTS AGAINST TRANSFERS. In addition to and not limitation of the restraints set forth at (A)(e) above, Declarant represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to the issuance of a Certificate of Completion by the City, and without the prior written approval of the City (which approval shall not be unreasonably conditioned, denied, delayed or withheld), (a) there shall be no Transfer by any Person owning ten percent (10%) or more of interest in the Declarant (which term shall be deemed for the purposes of this and related provisions to include successors in interest of such interest or any part thereof or interest therein), (b) nor shall any such owner suffer any such Transfer to be made, (c) nor shall there be or be suffered to be by the Declarant, or by any owner of ten percent (10%) or more of the interest therein, any other similarly significant change in the ownership of such interest or in the relative distribution thereof, or with respect to the identity of the Persons in control of the Declarant or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, or otherwise.

In the event of any attempted Transfer in violation of this Section B or Section (A)(e), the City 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 City in connection with any such legal action. Upon the issuance of a Certificate of Completion in accordance with the Redevelopment Agreement, the prohibitions against Transfers set forth in this Section B shall be of no further force and effect with respect to the Property.

[Signatures appear on the following page]

Exhibit C

Existing Members

<u>Name</u>	<u>% of Owner</u>
Richard & Lois Abbott	100%

Exhibit D

Purchase and Sale Agreement

Exhibit E

Right of Entry Agreement

Exhibit F

Diagram of Remediation Infrastructure

Exhibit G

Airwork Access Agreement