

2024.09.29

**A RESOLUTION OF THE SAYREVILLE ECONOMIC AND REDEVELOPMENT AGENCY APPROVING A CERTAIN SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT BY AND AMONG SAYREVILLE SEAPORT ASSOCIATES URBAN RENEWAL, L.P., BASS PRO OUTDOOR WORLD, L.L.C, AND SAYREVILLE ECONOMIC & REDEVELOPMENT AGENCY**

**WHEREAS**, Sayreville Seaport Associates Urban Renewal, L.P. ("SSA") is the designated Redeveloper for a designated portion of the Sayreville Waterfront Redevelopment Area ("Site"); and

**WHEREAS**, the Sayreville Economic and Redevelopment Agency (the "Agency") is the fee owner of portions of the Site (the "Leased Premises") which it has leased to SSA pursuant to certain ground lease agreements (the "Ground Leases"); and

**WHEREAS**, SSA has, and intends in the future to, sublease portions of the Leased Premises to Bass Pro Outdoor World, L.L.C. in connection with SSA's ongoing redevelopment of the Leased Premises; and

**WHEREAS**, Bass Pro Outdoor World, L.L.C. has requested that the Agency acknowledge and recognize the ongoing validity of the Ground Leases by executing a certain Subordination, Non-Disturbance and Attornment Agreement (the "SNDA"), attached hereto as Exhibit H-1; and

**WHEREAS**, the Agency professionals have reviewed the aforementioned SNDA and find the form of same acceptable for the Agency's execution; and

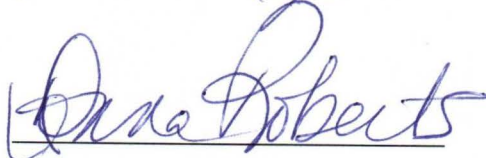
**NOW, THEREFORE, BE IT RESOLVED**, by the Sayreville Economic and Redevelopment Agency that the Agency hereby (i) approves the attached SNDA, annexed hereto as Exhibit H-1 and (ii) authorizes the Executive Director and/or Chairman to execute said SNDA, subject to such final changes as the Chairman may approve on the advice of the Agency professionals; and

**IT IS FURTHER RESOLVED** that the Chairperson and Agency Professionals are hereby authorized and directed to take any further action and to execute any documents as may be necessary to effectuate this Resolution.

OFFERED BY:



SECONDED BY:




**Governing Body Recorded Vote:**

**Members:**

	Aye	Nay	Abstain	Absent
1. Robert Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Robert DeWise	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Paula Duffy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Rosetta Fisher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Steve Grillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Trushar Parikh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Donna Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Ken Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. John Zebrowski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I, Himanshu Shah, Secretary and certifying agent of the Sayreville Economic and Redevelopment Agency, hereby certify that the foregoing Resolution was adopted at a regular meeting of the Agency held on September 12, 2024.

  
Himanshu Shah  
Secretary & Executor Director

**Exhibit H-1**



2024.09.29

**EXHIBIT H-1**

**FORM OF SNDA (GROUND LESSOR)**

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this “**Agreement**”) dated as of the \_\_\_\_ day of \_\_\_\_\_, 2024 between SAYREVILLE ECONOMIC & REDEVELOPMENT AGENCY, a public body corporate and politic organized and existing under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, having its principal place of business at 167 Main Street, Sayreville, NJ 08872 (the “**Ground Lessor**”), SAYREVILLE SEAPORT ASSOCIATES URBAN RENEWAL, L. P., a Delaware limited partnership, having its principal offices at 655 Broad Street, Floor 14, Newark, NJ 07102 (the “**Landlord**”) and BASS PRO OUTDOOR WORLD, L.L.C., a Missouri limited liability company, with offices at 2500 East Kearney, Springfield, Missouri 65898 ( “**Bass Pro**”).

WITNESSETH:

WHEREAS, Landlord and Ground Lessor have entered into that certain Ground Lease Agreement between Landlord’s predecessor-in-interest, Sayreville Seaport Associates, L.P., and Ground Lessor effective as of September 25, 2008, memorialized of record by that certain Memorandum of Ground Lease Agreement, dated September 25, 2008 and recorded in the Office of the Middlesex County Clerk on October 17, 2008 in Deed Book 05994, Page 0479; as modified by: (i) that certain First Amendment to Ground Lease Agreement for Parcel C dated December 31, 2013; (ii) that certain Second Amendment to Ground Lease Agreement for Parcel C dated April 28, 2016, memorialized of record by that certain First Amendment to Memorandum of Ground Lease Agreement dated October 20, 2016 and recorded in the Office of the Middlesex County Clerk on November 7, 2016 in Deed Book 06886, Page 0755; and (iii) that certain Termination of Ground Lease Agreement dated July 1, 2013 and Third Amendment and Ratification of 2008 Ground Lease Agreement dated January 24, 2019, memorialized of record by that certain Second Amendment to Memorandum of Ground Lease Agreement dated January 24, 2019 and recorded in the Office of the Middlesex County Clerk on February 27, 2019 in Deed Book 17434, Page 0519, covering certain property in the Borough of Sayreville, County of Middlesex, State of New Jersey, as more fully described therein and as legally described on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Landlord and Bass Pro have entered into that certain Amended and Restated Retail Lease dated \_\_\_\_\_, 2024 (the “Lease”) pursuant to which Bass Pro is leasing from Landlord certain premises more particularly described therein which premises are located on the Property (the “Leased Premises”);

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby



acknowledged, the parties agree as follows:

1. SUBORDINATION AND CONSENT. Subject to the terms and conditions of this Agreement, the Lease and Bass Pro's rights thereunder shall be subject and subordinate to the Ground Lease. Ground Lessor hereby consents to the Lease and agrees that where any consent or approval of Landlord is given under the Lease the same shall be binding on the Ground Lessor.

2. NONDISTURBANCE. So long as Bass Pro is not in default of the Lease after notice and the time to cure as provided for in the Lease, Ground Lessor agrees for itself and its successors in interest that, in the event the Ground Lease is terminated for any reason whatsoever, Bass Pro's possession of the Leased Premises as described in the Lease and Bass Pro's other rights under the Lease will not be disturbed during the term of the Lease, including any extensions thereof exercised pursuant to the terms of the Lease and that Ground Lessor (or its successor) will recognize and abide by the provisions of the Lease and Bass Pro's rights thereunder, notwithstanding any other provisions in the Ground Lease.

3. ATTORNMENT. Subject to (i) Ground Lessor's (or its successor's) full compliance with the conditions relating to non-disturbance as set forth in paragraph 2 above, and (ii) the performance by Ground Lessor (or its successor) of all obligations of the landlord under the Lease with respect to obligations arising and accruing from and after the date that the Ground Lease is terminated, Bass Pro agrees to attorn to, accept and recognize Ground Lessor (or its successor) as the landlord under the Lease for the then-remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. Bass Pro agrees to execute and deliver, at any time and from time to time, upon the request of Ground Lessor (or its successor), any reasonable instrument which may be necessary or appropriate to evidence such attornment. It is agreed, however, that Ground Lessor (or its successor) shall not be (a) liable for any act or omission of Landlord, unless Bass Pro has delivered notice of the breach to Ground Lessor (or its successor) and the breach is continuing at the time the Ground Lease is terminated; or (b) subject to any offsets or defenses that Bass Pro might have against Landlord, other than offsets or defenses specifically authorized in the Lease; or (c) bound by any rent or additional rent that Bass Pro might have paid for more than one month in advance to Landlord, unless the same is so required under the Lease; or (d) bound by an amendment or modification of any material provision of the Lease made after the date of this Agreement without the prior written consent of Ground Lessor (or its successor), which consent shall not be unreasonably withheld, delayed or conditioned; or (e) liable for return of any security deposit which was not delivered to Ground Lessor (or its successor).

4. NOTICES. All notices called for herein to be given shall be given by reliable national overnight courier or by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Ground Lessor:

Sayreville Economic and Redevelopment Agency  
167 Main Street  
Sayreville, New Jersey 08872  
Attn.: Himanshu Shah, Executive Director  
Telephone No.: (732) 390-7020  
Fax No.: (732) 390-2922

With a copy to: Hoagland, Longo, Moran, Dunst & Doukas, LLP  
40 Paterson Street  
New Brunswick, New Jersey 08903  
Attn: Michael J. Baker, Esq. and Anthony Iacocca, Esq.  
Telephone No.: (732) 545-4717  
Fax No.: (732) 545-4579

To Landlord: Sayreville Seaport Associates Urban Renewal, L.P.  
c/o North American Properties-Atlanta, Ltd.  
1175 Peachtree Street, Suite 1650  
Atlanta, Georgia, 30361  
Attn: Riverton Property Manager

With a copy to: PGIM Real Estate  
655 Broad Street, Floor 14  
Newark, NJ, 07102  
Attn: Legal Department

To Bass Pro: Bass Pro Outdoor World L.L.C.  
250 East Kearney  
Springfield, MO 65898  
Attention: Legal Department

5. SUCCESSORS AND ASSIGNS. The obligation and rights of the parties pursuant to this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

6. LAW GOVERNING. This Agreement shall be governed by the laws of the State of New Jersey.

[Text Ends - Signatures Commence on Following Page]



IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above written.

**WITNESS:**

**LANDLORD:**

**SAYREVILLE SEAPORT ASSOCIATES  
URBAN RENEWAL, L.P.**, a Delaware limited  
partnership

By: **Sayreville PRII GP LLC**, a Delaware limited  
liability company, its sole general partner

By: **PRISA II LHC, LLC**, a Delaware limited  
liability company, its sole member

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF NEW JERSEY** )  
 ) ss.:  
**COUNTY OF** \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he was authorized to and did execute same in his capacity as \_\_\_\_\_ of the entity named herein, and that by his signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

[Signatures continued on next page]

**WITNESS:**

## BASS PRO:

**BASS PRO OUTDOOR WORLD, L.L.C., a  
Missouri Limited Liability Company**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: : \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he was authorized to and did execute same in his capacity as \_\_\_\_\_ of the entity named herein, and that by his signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

[Signatures continued on next page]



**WITNESS:**

**GROUND LESSOR:**

**SAYREVILLE ECONOMIC AND  
REDEVELOPMENT AGENCY**, a public body  
corporate and politic organized and existing under  
the Local Redevelopment and Housing Law

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: : \_\_\_\_\_

**STATE OF NEW JERSEY** )  
 ) ss.:  
**COUNTY OF** \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared, \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he was authorized to and did execute same in his capacity as \_\_\_\_\_ of the entity named herein, and that by his signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

[End of Signatures]

**EXHIBIT A TO SNDA**

**LEGAL DESCRIPTION OF LEASED PREMISES**