

Record and return to:

---

**Master Financial Agreement**

**By and Between**

**The Borough of Sayreville**

**and**

**Sayreville Seaport Associates Urban Renewal, L.P.**

**THIS MASTER FINANCIAL AGREEMENT** (hereinafter "**Agreement**" or "**Financial Agreement**"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**") by and between **Sayreville Seaport Associates Urban Renewal, L.P.** (the "**Entity**"), an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (the "**Long Term Tax Exemption Law**"), with offices at 7 Giralda Farms, Madison, New Jersey 07940 along with its permitted successors and assigns, and the **Borough of Sayreville**, a municipal corporation in the County of Middlesex and the State of New Jersey (the "**Borough**", and together with the Entity, the "**Parties**").

**RECITALS:**

**A.** The Borough requested the Planning Board of the Borough of Sayreville (the "**Planning Board**") conduct an investigation to determine whether approximately nine hundred (900) acres of real property located along the Raritan River referred to as the "Sayreville Waterfront Redevelopment Area" (the "**Redevelopment Area**") constitutes an "area in need of redevelopment" pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "**Redevelopment Law**"). In June 1996, the Planning Board adopted a resolution recommending that the Borough Council designate the Redevelopment Area as an "area in need of redevelopment".

**B.** Following the Planning Board's "area in need of redevelopment" recommendation and the Borough Council's acceptance of such recommendation, in accordance with the provisions of the Redevelopment Law, the Borough Council by resolution duly adopted October 7, 1998, requested the Planning Board to prepare a redevelopment plan for the Redevelopment Area for consideration by the Borough Council. On January 20, 1999, the Borough Council adopted Ordinance No. 581-99 approving that certain redevelopment plan, as amended and supplemented (the "**Redevelopment Plan**"), governing the Redevelopment Area.

**C.** In order to, among other things, provide for the redevelopment and implementation of the Redevelopment Plan in a more effective and efficient manner, the Sayreville Economic and Redevelopment Agency (the "**Agency**") was created by ordinance of the Borough, finally adopted on June 24, 1998, pursuant to and in accordance with the provisions of the Redevelopment Law, as a public body corporate and politic with all necessary and proper powers.

**D.** The Agency acquired fee simple to, and thereafter leased to the Entity, certain real property located within the Redevelopment Area, including the lots identified as "**Parcel C**", as more particularly described in the metes and bounds description set forth as Exhibit A, as each may be further subdivided hereafter (collectively, the "**Project Area**"). The Agency also leased other properties within the Waterfront Redevelopment Area to the Entity, but such properties are not the subject of this Agreement.

**E.** The Agency and the Entity, as redeveloper, entered into that certain Master Redevelopment Agreement dated as of May 14, 2008, as amended by: Amendment to Master Redevelopment Agreement dated as of September 25, 2008; Second Amendment to Master

Redevelopment Agreement dated as of December 31, 2013; and Third Amendment to Master Redevelopment Agreement dated as of April 28, 2016, all as amended and restated pursuant to that certain Amended and Restated Redevelopment Agreement entered into as of [●], 2021 (the "**Redevelopment Agreement**").

F. In accordance with the terms and conditions contained in the Redevelopment Agreement, the Entity, as redeveloper ("**Redeveloper**"), shall construct a project, in multiple phases on Parcel C, consisting of: (i) commercial development and related parking facilities including, without limitation, approximately (a) One Million Two Hundred Sixty Four Thousand (1,264,000) square feet of retail and entertainment space, (b) One Million Two Hundred Sixty One Thousand (1,261,000) square feet of office and other commercial space, and (c) Three Hundred Seventy Two Thousand (372,000) square feet of hotel and conference center space (collectively, the "**Commercial Component**"); (ii) Two Thousand (2,000) residential units (the "**Residential Unit Component**"); (iii) certain public infrastructure and amenities as set forth in the Redevelopment Agreement (the "**Public Amenities**") and such other improvements as set forth therein or required by the Redevelopment Plan or the planning approvals (collectively, the "**Project**").

G. The Redevelopment Agreement permits Redeveloper to divide the Project into Sub-Projects and the Project Area into Sub-Project Areas, by subdivision or creating one or more commercial or residential condominiums, as it determines in its sole discretion (each, a "**Unit**"), and to have same constructed and operated by the Entity, or one or more transferees or assignees authorized under the Redevelopment Agreement (each, together with owners of Residential Units and End User Units described below, an "**Owner**").

H. The Redevelopment Agreement also contemplates that Residential Units (as defined herein) may be sold to individual end users, and that certain commercial units meeting the requirements of N.J.S.A. 40A:20-14(d), herein referred to as End User Units (as defined herein) may be sold to individual end users. Owners of Residential Units and End User Units shall constitute "Owners" for all purposes under this Agreement except where such reference requires that such Owner act as an urban renewal entity.

I. The Borough is authorized to provide for tax exemptions and payments in lieu of taxes within a redevelopment area pursuant to and in accordance with the provisions of the Long Term Tax Exemption Law.

J. The tax exemption provided in this Agreement shall inure to the benefit of the Entity, with regard to Units owned by the Entity, and by assignment of this Agreement or permitted transfers in accordance with this Agreement, to other Units and Owners, subject to terms and conditions set forth herein.

K. To facilitate the development, financing, sale and leasing of Units: (i) the obligations of each Owner under this Agreement must be separate from those of other Owners, (ii) each Owner will pay an annual service charge separate and apart from other Owners, (iii) each Owner (other than Owners of Residential Units and End User Units) will separately calculate and report Total Project Cost and Excess Net Profits (each as defined herein) for its Unit, or if it holds

more than one Unit, then shall calculate and report Total Project Cost and Excess Net Profits collectively for such Units, (iv) an Owner will not be subject to another Owner's default under this Agreement, (v) a Residential Unit may be owned or leased by an individual without requiring title to be held by an Urban Renewal Entity (as defined herein), (vi) an End User Unit may be owned or leased by an individual or entity without requiring title to be held by an Urban Renewal Entity, and (vii) the requirements of the Long Term Tax Exemption Law imposed on urban renewal entities for annual reporting, and payment of Excess Net Profits as additional service charges, do not apply to Residential Units and End User Units.

L. The exemption from real estate taxes on the Improvements (and with respect to the Residential Units, on the Land (as defined herein)) and obligation to pay annual service charges in lieu thereof, as provided by this Agreement, shall be in effect as to each Unit for a period of thirty (30) years from the issuance of the first Certificate of Occupancy for an Improvements in such Unit, but in no event beyond fifty (50) years from the Effective Date.

M. The Borough's tax assessor shall continue to assess the Land and Improvements within the Project. From and after the Annual Service Charge Start Date, no real estate taxes shall be payable with respect to the assessed value of the Land related to the Residential Units or to the assessed value of the Improvements because such Improvements and such portion of the Land will be exempt from real estate taxation under this Agreement. Real estate taxes that are paid based on the assessed value of the Land shall be credited against the Annual Service Charge (as defined herein) imposed on the Improvements, in accordance with the terms of this Agreement. It is the desire and intent of the Parties that for the purpose of determining the assessed value of the Land, the value of Improvements to the Land, including without limitation, Redevelopment Project Site Infrastructure (as defined in the Redevelopment Agreement), infrastructure Improvements in connection with constructing a Unit or benefiting a Unit, remediation of environmental contamination, and governmental approvals that allow development of the Land, and enhancements in value that derive from the development, construction, leasing and use of the Project or portions thereof, shall not be considered and factored into the assessed value of the Land and, instead, shall be considered and factored into the assessed value of the Improvements. It is not the intent of the Parties to bind or circumscribe the tax assessor in his or her determinations, or to freeze or in any manner limit the aggregate assessed value of the Project or any portions thereof, or to limit any increases in assessed value.

N. Pursuant to and in accordance with the provisions of the Redevelopment Area Bond Financing Law (N.J.S.A. 40A:12A-64 et seq., the "**RAB Law**"), it is anticipated that the Agency will issue bonds for the purpose of financing a portion of the costs of the Project (the "**Bonds**").

O. Simultaneously with execution of this Agreement, the Parties are entering into a Master Special Assessment Agreement dated as of the Effective Date (the "**Master Special Assessment Agreement**"). Pursuant to the Master Special Assessment Agreement, Owners will be required to pay Special Assessments, as described and provided in the Master Special Assessment Agreement (the "**Special Assessments**"). The Special Assessments will be pledged as security for repayment of the Bonds, and the Project is therefore considered "a project financed with bonds" within the meaning of the RAB Law.

P. The Entity has submitted an application to the Borough for the approval of the Project, all in accordance with N.J.S.A. 40A:20-8 (the "**Exemption Application**", a copy of which is attached hereto as Exhibit B).

Q. On [●], 2021, the Mayor recommended to the Borough Council that the Application be approved, provided that all legal prerequisites are met; and

R. The Borough has made the following findings with respect to the Project:

A. [Relative benefits of the Project:]

S. On [●], 2021, the Borough Council finally adopted Ordinance No. [●], entitled "An Ordinance of the Borough of Sayreville Authorizing the Execution and Delivery of a Master Financial Agreement by and between the Borough of Sayreville and Sayreville Seaport Associates Urban Renewal, L.P." (the "**Ordinance**").

T. In order to satisfy the requirements of the Long Term Tax Exemption Law and to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to the exemption of the Project and the payment of Annual Service Charges by an Owner, in lieu of real property taxes on the Improvements (and in the case of Residential Units, also on the Land), the Parties have agreed to execute this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

**ARTICLE I**  
**GENERAL PROVISIONS**

**SECTION 1.01 Governing Law –This Financial Agreement shall be governed by the laws of this State, including the provisions of the Long Term Tax Exemption Law, the Redevelopment Law, and the RAB Law, as such laws are now existing or as they may be amended in the future, and all other applicable laws now or hereafter existing. It is hereby expressly acknowledged, understood and agreed that the leasehold estate in each and every parcel of Land (and, to the extent not owned by a governmental entity, the fee interest in each and every parcel of Land), and any Improvement related thereto, shall be subject to and governed by the terms of this Financial Agreement, and the holder of the leasehold estate in any such parcel of Land (and, to the extent not owned by a governmental entity, each and every Owner (hereafter defined), whether in fee simple or otherwise, of any such parcel of Land), and any Improvement related thereto, including any Residential Unit and End User Unit, regardless of whether such Owner shall be an Urban Renewal Entity, a Residential Unit Purchaser or an End User Unit Purchaser, as such terms are defined herein, the Entity or any other company, entity or person (each individually referred to herein as an "Owner", but not including any governmental entity) shall be bound by the terms hereof. In the event of any breach or default of this Financial Agreement by an Owner, such breach or default shall not constitute a breach or default by any other Owner and each other Owner, and its**

respective parcel or portion of Land, and any Improvements related thereto, including any Residential Unit and End User Unit, shall continue to be subject to, governed by and bound by this Financial Agreement.

It is expressly understood and agreed that the Borough expressly relies upon the facts, data, and representations contained in the Exemption Application, attached hereto as Exhibit B, in granting this tax exemption.

**SECTION 1.02 General Definitions** – The following terms shall have the meaning assigned to such term in the Recitals:

Agency	Project
Agreement	Project Area
Borough	Public Amenities
Commercial Component	RAB Law
Effective Date	Redevelopment Agreement
Entity	Redevelopment Area
Exemption Application	Redevelopment Law
Financial Agreement	Redevelopment Plan
Long Term Tax Exemption Law	Residential Unit Component
Ordinance	Special Assessment
Owner	Special Assessment Agreement
Parties	Unit
Planning Board	

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Administrative Fee – shall be as defined in Section 16.07 herein.

Allowable Net Profit – shall mean the amount arrived at by applying the Allowable Profit Rate for a Unit to the cost of a Unit pursuant to the provisions of N.J.S.A. 40A:20-3(c).

Allowable Profit Rate – shall have the meaning set forth in the Long Term Tax Exemption Law. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

Annual Service Charge – shall mean the amounts referred to on Exhibit E annexed hereto and made part hereof, but excluding the Special Assessment, as shown on Exhibit E.

Annual Service Charge Payment Dates – shall mean each February 1, May 1, August 1 and November 1 following the Annual Service Charge Start Date and continuing in accordance with the term of this Agreement.

Annual Service Charge Start Date – shall mean the earlier of Substantial Completion of a Unit, or the date that a Unit, or any portion thereof, as applicable, receives a Certificate of Occupancy.

Applicable Law – shall mean all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Ordinance, the Redevelopment Plan, the Redevelopment Law, the RAB Law and the Long Term Tax Exemption Law.

Auditor's Report – shall mean a complete financial statement outlining the financial status of a Unit (for a period of time as indicated by context), which shall also include a certification of Total Project Cost for the Unit and clear computation of Net Profit for the Unit as provided in N.J.S.A. 40A:20-3(c)(2). The contents of the Auditor's Report shall have been prepared in conformity with Generally Accepted Auditing Standards. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant licensed to practice that profession in the State.

Certificate of Occupancy – shall mean a temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, issued by the Borough authorizing occupancy of a building in whole or in part, pursuant to N.J.S.A. 52:27D-133.

Chief Financial Officer – shall mean the Borough's chief financial officer.

Condominium – shall mean the form of ownership of real property under a master deed providing for ownership by one or more owners of Units of Improvements together with an undivided interest in common elements appurtenant to each such Unit, as provided in the Condominium Act, N.J.S.A. 46: 8B-1 et seq.

Condominium Unit – shall mean a unit as defined in a Master Deed, with regard to the Project and all portions thereof that have been devoted to condominium ownership by the filing of one or more master deeds pursuant to N.J.S.A. 46: 8B-1 et seq.

County – shall mean the County of Middlesex, New Jersey.

Default – as defined in Section 15.01.

End User – shall mean an individual or entity that owns or leases an End User Unit.

End User Unit – shall mean a Condominium Unit that qualifies under N.J.S.A. 40A:20-14(d) and that is owned or leased by the person or entity that is operating its business from the Unit and is not leasing the Unit to an unrelated third party.

End User Unit Purchaser – shall mean the purchaser of an End User Unit to whom the tax exemption for that End User Unit will be transferred and who will be responsible pursuant to this Agreement to pay the applicable portion of the Annual Service Charge.

Excess Net Profit – shall mean Net Profit in excess of Allowable Net Profit.

Exhibit(s) – shall mean any exhibit attached hereto, which shall be deemed to be a part of this Financial Agreement, as if set forth in full in the text hereof.

Financial Plan – shall mean that certain financial plan of the Entity for undertaking the Project, attached hereto as Exhibit D.

Gross Revenue – shall have the meaning applied to such term in, and shall be calculated in accordance with, the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-3(a), and this Agreement, including Section 8.07 hereof.

Gross Square Footage – shall mean the total square footage of the applicable Improvements as identified on the Certificate of Occupancy.

Improvements – shall mean any building, structure or fixture permanently affixed to the Land as part of the Project or any portion thereof, which Improvements are exempt from taxation under this Agreement.

Incentive Grant – shall mean State, federal or local award, payment, tax credit or other incentive to an Owner to develop, build, own or operate all or any portion of the Project or all or any portion of any Unit in the Project, including but not limited to those under the Economic Redevelopment and Growth Grant program and the New Jersey Economy Recovery Act of 2020. Incentive Grants include, without limitation, tax credits, grants and similar financial incentives that promote acquisition, construction and installation of renewable energy or energy efficient improvements, including without limitation, solar, wind, hydropower, biomass and biofuels. An Incentive Grant may be in a form where the benefit is received by an Owner prior to or in the course of development or at any later time. The revenue from sale or financing of tax credits issued in connection with an Incentive Grant, whenever sold or financed, shall not be deemed to be revenue for purposes of calculating an Owner's Gross Revenue.

In Rem Tax Foreclosure – A summary proceeding by which the Borough may enforce the lien for taxes due and owing by a tax sale against the Leasehold Estate (and, if owned by a private entity, the Land) and the Improvements, all in accordance with the Tax Sale Law.

Land – shall mean the land portion of any Parcel, but not the Improvements thereon.

Land Taxes – shall mean the taxes assessed on the value of the land portion, exclusive of the value of any Improvements related thereto, of any Parcel in accordance with generally applicable law.

Leasehold Estate – means the Entity's leasehold estate in the Parcel pursuant to the ground lease with the Agency, as may be amended or supplemented from time to time, or any substitute or replacement ground lease entered into pursuant to the terms thereof.

Material Conditions – shall be as defined in Section 4.05 herein.

Net Profit – shall mean the Gross Revenue of an Owner pertaining to its Unit less all operating and non-operating expenses of the Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c). Special Assessments shall be included in expenses for purposes of calculating Net Profit.



Owner – shall have the meaning set forth in Section 1.01.

Parcel – shall mean any real property located within the Project Area designated by a separate block and lot number on the tax maps of the Borough.

Payment Schedule – shall mean the schedule setting forth the Annual Service Charge payment amounts, attached hereto as Exhibit E.

Phasing Plan – shall mean that construction and development plan as attached hereto as Exhibit C.

Residential Unit – shall mean a single dwelling unit, regardless of whether or not the Land on which such dwelling unit is located is owned in common with others. A Residential Unit may be owned as a residential unit in fee simple, as a leasehold estate or as a unit in a Condominium formed by the filing of a Master Deed pursuant to N.J.S.A. 46:8B-1 et seq.

Residential Unit Purchaser – shall mean the purchaser of a Residential Unit to whom the tax exemption for that Residential Unit will be transferred and who will be responsible pursuant to this Agreement to pay the applicable portion of the Annual Service Charge.

State – shall mean the State of New Jersey.

Substantial Completion – shall mean the date the work related to a Unit, or any portion thereof, is sufficiently complete in accordance with the Redevelopment Plan and the Redevelopment Agreement so that the Unit, or any portion thereof, may be occupied or utilized for the use for which it is intended. The issuance of a temporary or permanent Certificate of Occupancy shall be conclusive proof that a Unit, or any portion thereof, has reached Substantial Completion.

Tax Assessor – shall mean the Borough tax assessor.

Tax Collector – shall mean the Borough tax collector.

Tax Sale Law – N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Term – shall be as defined in Section 3.01 of this Agreement.

Termination – shall mean the expiration of the term of this Agreement in accordance with Section 3.01 hereof which by operation of the terms of this Agreement shall cause the relinquishment of the tax exemption applicable to any Improvement, including any Residential Unit, and to any Land.

Total Project Cost – shall have the meaning applied to such term in, and shall be calculated in accordance with, the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-3(h), and Section 8.07 hereof. Total Project Cost for infrastructure and other Improvements benefitting more

than one Unit shall be equitably allocated by the Entity among the Units benefited thereby, in a manner elected by the Entity in its reasonable discretion. Together with the statement of Total Project Cost, the Entity shall include a statement of infrastructure and other Improvements benefitting more than one Unit incurred to date, the amount allocated to the relevant Unit, and the amount previously allocated to other Units.

Trust Indenture – shall mean one or more indentures of trust by and between the Agency and the trustee named therein, authorizing the issuance of one or more series of the Bonds.

Urban Renewal Entity – shall have the meaning as such term is defined, used and applied in the Long Term Tax Exemption Law.

**SECTION 1.02.** Interpretation and Construction – In this Financial Agreement, unless the context otherwise requires:

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

(f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, in writing and within a reasonable time, which shall not be less than fifteen (15) days nor more than thirty (30) days, unless the context dictates otherwise.

(g) All schedules and exhibits referred to in this Financial Agreement and attached hereto are incorporated herein and made part hereof.

(h) The Recitals are incorporated into and made a part of this Agreement.

**ARTICLE II**  
**BASIS OF AGREEMENT**

**SECTION 2.01.** Covenant of Tax Exemption. The Borough hereby grants its approval for a tax exemption for the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of Applicable Law. The Borough further hereby grants its approval for a tax exemption of the Land underlying Residential Units, commencing on the Annual Service Charge Start Date for such Residential Unit.

**SECTION 2.02.** Construction of the Project. The Entity represents that it will construct the Project, or cause the Project to be constructed, in accordance with the Redevelopment Agreement, the Redevelopment Plan and Applicable Law, the use of which is more specifically described in the Exemption Application attached hereto as Exhibit B.

**SECTION 2.03.** Development Schedule. The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Phasing Plan attached hereto as Exhibit C, which Phasing Plan may be modified as provided in the Redevelopment Agreement, or to cause portions of the Project to be commenced and completed by Owners.

**SECTION 2.04.** Financial Plan. The Entity represents that as of the date hereof the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit D. The Financial Plan sets forth estimated Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization, as anticipated as of the date hereof.

**ARTICLE III**  
**DURATION OF AGREEMENT**

**SECTION 3.01.** Term. This Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall remain in full force and effect as to each Unit for thirty (30) years from the Annual Service Charge Start Date for such Unit, but in no event longer than fifty (50) years from the date of execution hereof. Upon Termination, the tax exemption for the Unit shall expire and the Improvements (and the Land, if applicable) shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property located within the Borough. Upon Termination as to a Unit, all restrictions and limitations upon the Owner shall terminate with regard to an Owner that is an Urban Renewal Entity, upon such Urban Renewal Entity's rendering and the Borough's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-13.

**SECTION 3.02.** No Voluntary Termination. Neither an Owner, including the Entity, nor the Borough may at any time terminate this Financial Agreement with respect to a Unit during the period when any Bond remains "outstanding" with respect to such Unit within the meaning of the Trust Indenture. The Owner further expressly acknowledges, understands and agrees that in accordance with the RAB Law, specifically N.J.S.A. 40A:12a-66(a), the relinquishment provisions set forth in the Long Term Tax Exemption Law,

specifically N.J.S.A. 40A:20-9(g) and 13, shall not be applicable in accordance with, pursuant to, and under this Financial Agreement. The Owner further expressly rejects, refuses, relinquishes, surrenders, and otherwise waives any and all rights of relinquishment of its status under the acts and this Financial Agreement that it may have otherwise been entitled to in accordance with any Applicable Law, including without limitation, N.J.S.A. 40A:20-13.

**SECTION 3.03.** Date of Termination. Upon any Termination of the tax exemption described in Section 2.01 hereof, the date of such Termination shall be deemed to coincide with the end of the fiscal year of the Entity.

#### **ARTICLE IV** **ANNUAL SERVICE CHARGE**

**SECTION 4.01.** Payment of Annual Service Charge. In consideration of the exemption from taxation for the Improvements (and where applicable, the Land), each Owner agrees that payment of the Annual Service Charge shall be due and payable to the Borough on the Annual Service Charge Payment Dates, commencing to accrue as of the Annual Service Charge Start Date applicable to such Owner, in the amount set forth in the Payment Schedule annexed hereto in Exhibit E. If an Owner fails to timely pay any installment of the Annual Service Charge, the amount past due until paid shall bear the highest rate of interest permitted under applicable State law then being assessed against other delinquent taxpayers in the case of unpaid taxes or tax liens.

**SECTION 4.02.** Increases in Annual Service Charge. Pursuant to the RAB Law, specifically N.J.S.A. 40A:12A-66, the Annual Service Charges payable hereunder shall not be adjusted in stages over the term of the tax exemption period in accordance with N.J.S.A. 40A:20-12.

**SECTION 4.03.** Land Tax. In accordance with the Long Term Tax Exemption Law, including without limitation, N.J.S.A. 40A:20-12, following the Annual Service Charge Start Date for a Unit, each Owner that pays Land Taxes shall be entitled to a credit against the Annual Service Charge for a Unit equal to the amount, without interest, of the Land Taxes paid by it with respect to such Unit in the last four preceding quarterly installments.

**SECTION 4.04.** Municipal Charges. Each Owner, in addition to paying Land Taxes and Annual Service Charges, shall be responsible for paying (without any credit whatsoever hereunder) all other applicable municipal charges that may, from time to time, be lawfully assessed with regard to its Unit, including, without limitation, any and all special benefit assessments, special improvement district assessments, water and sewer charges, and other municipal charges, whether presently existing or hereinafter imposed, and that the Borough may enforce such assessments and charges in any manner (including, but not limited to, foreclosure or tax sale) permitted by Applicable Law.

**SECTION 4.05.** Material Conditions. It is expressly agreed and understood that all payments of Land Taxes, Annual Service Charges and any interest payments, penalties or costs of collection due thereon, are material conditions of this Financial Agreement. If any other term,

covenant or condition of this Financial Agreement or the Exemption Application, as to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

**SECTION 4.06. Service Charges as Municipal Lien.** The Borough and each and every Owner hereby expressly acknowledge, understand and agree that in accordance with Applicable Law, the Ordinance, this Financial Agreement, and any amount due hereunder, including without limitation, the Annual Service Charge, constitutes a continuous, municipal lien on the Owner's interest in the respective Leasehold Estate or Land (to the extent not owned by a governmental entity) and the Improvements related thereto, and that any subsequent Annual Service Charge, including any interest, penalties or costs of collection thereof, that shall thereafter become due or accrue, shall be added and relate back to and be part of the initial municipal lien, (b) the Ordinance, this Financial Agreement, and any amounts due hereunder, including without limitation, the Annual Service Charge, shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes, including specifically and without limitation, the Federal bankruptcy code, regardless of whether the amount of the Annual Service Charge has been determined, and (c) any applicable process, procedure or action of any court, government body or other relevant authority, including without limitation any confirmation hearing, to determine the amount of the Annual Service Charge due shall not affect the commencement or validity of the municipal lien.

**The Parties hereby expressly acknowledge, represent and/or covenant that while the Land is owned by the Agency or other government entity, the Borough cannot and will not impose or assert a right to impose a lien or take enforcement action with respect thereto on the fee interest in the Land, or any portion thereof, and hereby further expressly acknowledge, represent and/or covenant that any municipal lien imposed or enforcement action taken pursuant to Applicable Law (whether arising from nonpayment of PILOT or any other municipal charge) shall be limited solely to the leasehold estate and the Improvements, and not the fee interest in the Land. The Agency and any other subsequent government entities that are fee owners of the Land shall be intended third party beneficiaries of this paragraph.**

**SECTION 4.07. Security for Payment of Annual Service Charges.** In order to secure the full and timely payment of the Annual Service Charges, the Borough reserves the right to prosecute an In Rem Tax Foreclosure action against the Owner's interest in the Leasehold Estate (and, if not owned by a governmental entity, the Land) and the Improvements erected thereon.

**ARTICLE V**  
**OWNER'S CONSENT**

**SECTION 5.01. Owner's Consent.** Each Owner hereby consents and agrees to the amount of the Annual Service Charge and to the liens established in this Financial Agreement, and the Owner shall not contest the validity or amount of any such Annual Service Charge or lien. The Owner's remedies shall be limited to those specifically set forth herein and as otherwise as provided by Applicable Law. Nothing in this paragraph shall prevent an Owner from contesting an error in an Annual Service Charge bill or pursuing a Permitted Action in accordance with Section 15.03 hereof.

**ARTICLE VI**  
**BOROUGH DETERMINATIONS**

**SECTION 6.01. Benefits and Importance of Tax Exemption.** In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-11, the Borough hereby finds and determines that this Agreement is to the direct benefit of the health, welfare and financial well-being of the Borough and its citizens because it allows for the development of a vacant, fallow and contaminated site into a productive, useful and job-creating property, and further:

(a) The costs associated with the tax exemption granted herein are minor compared to the estimated Total Project Cost in excess of \$2 Billion and the benefit created by (i) the remediation of the Project Area, (ii) the construction of the Improvements, (iii) in Sections 1 and 2 alone, approximately 8,248 jobs during the construction period and (iv) approximately 7,491 direct and 6,023 indirect permanent jobs created through the permanent operation of the Improvements.

(b) Without the tax exemption granted herein it is highly unlikely that the Project would otherwise be undertaken.

**ARTICLE VII**  
**CERTIFICATE OF OCCUPANCY**

**SECTION 7.01. Certificate of Occupancy.** It shall be the obligation of each Owner to obtain all Certificates of Occupancy in a reasonably timely manner after the Owner has satisfied all requirements to secure such Certification of Occupancy.

**SECTION 7.02. Filing of Certificate of Occupancy.** It shall be the primary responsibility of each Owner to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Notwithstanding the foregoing, the filing of any Certificate of Occupancy shall not be a prerequisite for any action taken by the Borough, including, if appropriate, retroactive billing with interest to collect any charges hereunder to be due.

**ARTICLE VIII**  
**ACCOUNTING, REPORTS, CALCULATIONS**

**SECTION 8.01.** Residential Unit and End User Unit Purchasers. Notwithstanding anything herein to the contrary, no Residential Unit Purchaser shall be required to be an Urban Renewal Entity. So long as an End User Unit Purchaser continues to meet the definition thereof set forth in Article I hereof, such End User Unit Purchaser shall not be required to be an Urban Renewal Entity. This Article VIII (other than this Section 8.01) shall not apply to, or be enforceable against, any Residential Unit Purchaser or qualifying End User Unit Purchaser. This Article VIII shall only apply to, and be enforceable against, an Urban Renewal Entity.

**SECTION 8.02.** Accounting System. Each Owner agrees to calculate its "Net Profit" pursuant to N.J.S.A. 40A:20-3(c), with respect to its Unit, separate and apart from any other Unit, subject to the provisions hereafter set forth.

**SECTION 8.03.** Periodic Reports. (a) Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year depending on the Owner's accounting basis that this Agreement shall continue in effect, the Owner shall submit an Auditor's Report with regard to its Unit to the Borough Council, the Tax Collector and the Borough Clerk, who shall advise those municipal officials required to be advised. The Auditor's Report shall clearly identify and calculate the Net Profit for the Owner during the previous year, with respect to its Unit. Each Owner shall assume all costs associated with preparation of the periodic reports.

(b) Disclosure Statement: On each anniversary date of the execution of this Agreement, with regard to the Entity, and on the anniversary date of the transfer of a Unit to an Owner, if there has been a change in ownership or interest in entity owning a Unit from the prior year's filing, the Owner (including the Entity) shall submit to the Borough Council, the Tax Collector and the Borough Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Owner, and the extent of the ownership interest of each and such additional information as the Borough may request from time to time.

(c) Municipal Audits. No audit or review by or on behalf of the Borough of an Auditor's Report or other review of amounts due and payable by an Owner under this Agreement shall be conducted by any person or entity retained on a contingency fee basis.

**SECTION 8.04.** Inspection. Each Owner, upon request, shall permit inspection of its property, equipment, buildings and other facilities of the Unit, and also permit examination of audit of its books, contracts, records, documents and papers with respect to the Unit, or any portion thereof, by authorized officers of the Borough and the State pursuant to N.J.S.A. 40A:20-9(e).

**SECTION 8.05.** Limitation on Profits and Reserves. (a) During the period of tax exemption as provided herein, each Owner shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15. Pursuant to N.J.S.A. 40A:20-3(c), this calculation is required to be completed in accordance with generally accepted accounting principles.

(b) Each Owner shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to ten percent (10%) of the Annual Gross Revenues of the Owner for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15.

**SECTION 8.06.** Payment of Dividend and Excess Profit Charge. If the Net Profits of an Owner shall exceed the Allowable Net Profits of such Owner for such period, then the Owner, within one hundred and twenty (120) days after the end of the accounting period established by the Long Term Tax Exemption Law, shall pay such Excess Net Profits to the Borough as an additional service charge; provided, however, that the Owner may maintain a reserve as determined pursuant to aforementioned Section 8.05. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to N.J.S.A. 40A:20-3(c) and 40A:20-15, subject to the provisions of Section 8.07 hereof.

**SECTION 8.07.** Calculation of Gross Revenue and Net Profit.

(a) Total Project Costs, Gross Revenue, Net Profit, Land Taxes and all other calculations and reporting requirements under the Long Term Tax Exemption Law, shall be made regarding a Unit or Units of one Owner as separate and apart from the calculations and reporting required for other Units. For purposes of determining whether Net Profit for a Unit or Units for an accounting period exceeds Allowable Net Profit for such accounting period with respect to such Unit or Units, and for purposes of determining the Land Tax credit, all calculations shall be undertaken solely with regard to such Unit or Units, and excluding any other Unit, including without limitation: (i) Gross Revenue shall mean the Gross Revenue derived from the Unit or Units; (ii) expenses and deductions to arrive at Net Profit shall be calculated based on expenses and deductions related to the Unit or Units; (iii) the initial permanent mortgage in the definition of Allowable Profit Rate shall mean the initial permanent mortgage encumbering the Unit or Units; (iv) Total Project Cost shall mean the Total Project Cost for the Unit or Units, and (v) Land Taxes shall mean Land Taxes for the Unit or Units.

(b) There is expressly excluded from calculation of Gross Revenue and from Net Profit as set forth in N.J.S.A. 40A:20-3 for the purpose of determining compliance with N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16: (i) any gain realized by an Owner on the sale of the Unit or any portion thereof whether or not taxable under federal or State law, (ii) proceeds from financing or refinancing of a mortgage or mortgages encumbering the Unit or any portion thereof; (iii) insurance claim payments; (iv) proceeds of Incentive Grants, (v) proceeds from sale of bonds including but not limited to RAB Bonds, and (vi) any and all funds received pursuant to an agreement with a regulated utility service provider that are a contribution in the aid of construction or otherwise and refundable in the form of billing credits in accordance with the utility's "Tariff for Service".

(c) In determining whether Net Profit for an accounting period for a Unit exceeds Allowable Net Profits for such accounting period, as provided in N.J.S.A. 40A:20-15, Excess Net Profits shall be calculated annually but on a cumulative basis beginning upon Substantial Completion of the Unit or portion thereof for which such calculation is undertaken. By way of example: assume annual Allowable Net Profit for the Unit is \$1 million a year; annual Net Profit



is \$500,000 a year for the first five years from Substantial Completion and annual Net Profit is \$2 million in the sixth year. In this example, Net Profit in the sixth year will not exceed Allowable Net Profit because cumulative Allowable Net Profit for six years is \$6 million and cumulative Annual Net Profit for six years is \$4.5 million.

## **ARTICLE IX** **ASSIGNMENT AND/OR ASSUMPTION**

**SECTION 9.01.** Approval to Sale of Project by Urban Renewal Entity Formed and Eligible to Operate under Law. As permitted by N.J.S.A. 40A:20-10, the Borough hereby consents, without further action or approvals, to a sale or transfer of a Unit and the transfer of this Agreement (as pertaining to such Unit) by an Owner ("**Transferor Urban Renewal Entity**") to another Urban Renewal Entity ("**Transferee Urban Renewal Entity**") provided that: (a) the Transferee Urban Renewal Entity does not own any other Unit subject to long term tax exemption at the time of transfer; (b) the Transferee Urban Renewal Entity is formed and eligible to operate under the Long Term Tax Exemption Law; (c) the Transferor Urban Renewal Entity is not then in Default of this Agreement or, if applicable to the Transferee Urban Renewal Entity, the Redevelopment Agreement; (d) the Transferor Urban Renewal Entity's obligations under this Agreement and, if applicable to the Transferee Urban Renewal Entity, the Redevelopment Agreement, are fully assumed by the Transferee Urban Renewal Entity with respect to the Unit or Units transferred; (e) the Transferee Urban Renewal Entity abides by all terms and conditions of this Agreement in regard to the Transferred Unit; (f) no Annual Service Charge is due and owing by the Transferor Urban Renewal Entity and (g) such transfer is permitted pursuant to the Redevelopment Agreement. The foregoing provisions shall not apply with regard to purchasers of Residential Units and End User Units, which are governed by Section 9.02.

**SECTION 9.02.** Approval for Sale to Purchasers of Residential Units and End User Units in the Project. As permitted by N.J.S.A. 40A:20-10, the Borough hereby consents, without further action or approval being required, to a sale or transfer of one or more Residential Units to one or more Residential Unit Purchasers, and to a sale or transfer of one or more End User Units, to one or more End User Unit Purchasers. Upon assumption in a written instrument by each Residential Unit Purchaser of the obligations with respect to such Residential Unit under the Financial Agreement, and upon assumption in a written instrument by each End User Unit Purchaser of the obligations with respect to such End User Unit under the Financial Agreement, the tax exemption shall continue and inure to any Improvement, including any Residential Unit owned by a Residential Unit Purchaser, and any End User Unit owned by an End User Unit Purchaser. The Borough further hereby consents to entry by the aforesaid Residential Unit Purchasers and End User Unit Purchasers into customary financial instruments for the financing of the acquisition or maintenance, or both, of the Residential Unit or End User Unit, including without limitation, mortgage financing.

**SECTION 9.03.** Automatic assumption. **The Borough and each and every Owner hereby expressly acknowledge, understand and agree that upon the conveyance, whether by sale, grant, award, gift, transfer or otherwise, of any parcel or portion of Land, including any Improvements related thereto, or any Residential Unit or End User Unit, whether in accordance with and pursuant to the terms hereof, the tax sale law, or otherwise,**

such parcel or portion of Land, including any Improvements related thereto, or any Residential Unit or End User Unit, and the Owner thereof, shall be subject to, governed and bound by the terms of this Financial Agreement. Any acceptance or claim of title or ownership of any parcel or portion of Land, including any Improvements related thereto, or any Residential Unit or End User Unit, shall constitute an acknowledgement and assumption, for all purposes of law, by such person or entity accepting or claiming title or ownership, that it and its respective parcel or portion of Land, including any Improvements related thereto, or Residential Unit or End User Unit, shall be subject to, governed and bound by this Financial Agreement.

Each Urban Renewal Entity further covenants that it will include in any deed a notification to the Residential Unit Purchaser or End User Unit Purchaser that upon purchase of a Residential Unit or End User Unit, each Owner shall have consented to the obligations under this Financial Agreement, and shall obtain a writing to this effect from the Residential Unit Purchaser or End User Unit Purchaser at closing.

**SECTION 9.04.** Severability. It is an express condition of the granting of this tax exemption that during its duration, an Owner shall not, without the prior consent of the Borough, in the Borough's reasonable discretion, convey, mortgage or transfer, all or part of the Project, or any portion thereof, so as to sever, disconnect, or divide the Improvements from the Land which is basic to, embraced in, or underlying the exempted Improvements. Nothing herein shall prevent an Owner, subject to the provisions of this Article IX, from leasing a Unit or any portion thereof or from converting to condominium form of ownership and conveying title to condominium units.

**SECTION 9.05.** Financing. An Owner has the right to encumber and assign its interest in the Land and Improvements for financing purposes, and any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

## **ARTICLE X**

### **RESERVATION OF BOROUGH RIGHTS AND REMEDIES**

**SECTION 10.01.** Reservation of Borough Rights and Remedies. Except as otherwise expressly set forth herein, nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Borough of any rights and remedies provided by Applicable Law. Unless otherwise expressly stated, nothing herein shall be deemed to limit any right of recovery that the Borough has under law, in equity, or under any provision of this Financial Agreement.

## **ARTICLE XI**

### **NOTICES**

**SECTION 11.01.** Notice. Formal notices, demands and communications between and among the Borough and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and

for which proof of delivery is available, or delivered by electronic transmittal. Notice shall be deemed effective upon delivery, as evidenced by a signed delivery receipt, or upon first attempted delivery or rejection, if a receipt confirming delivery cannot be obtained or is refused, or, in the case of electronic delivery, by printed delivery confirmation. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

All notices, demands and communications shall be sent as follows:

**If to the Borough:**

Borough of Sayreville  
Municipal Building  
167 Main Street  
Sayreville, New Jersey 08872  
Attn: Borough Administrator  
Email: [ ]

**with copies to:**

Michael R. DuPont, Esq.  
McKenna, DuPont, Higgins & Stone, P.C.  
229 Broad Street  
Red Bank, New Jersey 07701  
Email: [ ]

**If to the Entity:**

Sayreville Seaport Associates Urban Renewal, L.P.  
c/o PGIM Real Estate  
7 Giralda Farms  
Madison, New Jersey 07940  
Attention: Steven Vittorio, Managing Director  
Email: [steven.vittorio@pgim.com](mailto:steven.vittorio@pgim.com)

and

Matthew Karp  
Vice President  
PGIM Real Estate  
7 Giralda Farms, 3rd Floor  
Madison, New Jersey 07940  
Attention: Matthew Karp  
[matthew.karpa@pgim.com](mailto:matthew.karpa@pgim.com)

and

PGIM Real Estate  
7 Giralda Farms  
Madison, New Jersey 07940  
Attention: Frances Felice, Esq.  
Email: [frances.felice@pgim.com](mailto:frances.felice@pgim.com)

**With copies to:**

Gibbons P.C.  
One Gateway Center  
Newark, New Jersey 07102-5310  
Attention: Russell Bershad, Esq. and Jennifer Phillips Smith, Esq.  
Email: [rbershad@gibbonslaw.com](mailto:rbershad@gibbonslaw.com) and [jsmith@gibbonslaw.com](mailto:jsmith@gibbonslaw.com)

**If to any other Owner:**

The notice shall be directed to the Owner's address as set forth in the property tax records of the Borough. If and when a Unit is transferred to an Owner other than the Entity, the Owner will notify the Borough of its address, and all notices to such Owner shall be sent to the address provided by the Owner.

All notices provided by either Party under this Agreement shall be simultaneously provided to the Agency, as follows:

**If to the Agency:**

Sayreville Economic and Redevelopment Agency  
167 Main Street  
Sayreville, NJ 08872  
Attention: Joseph Ambrosio, Executive Director  
Email:

**With copies to:**

Hoagland, Longo, Moran, Dunst & Doukas, LLP  
40 Paterson Street  
New Brunswick, New Jersey 08903  
Attention: Michael J. Baker, Esq. and Anthony Iacocca, Esq.  
Email: [mbaker@hoaglandlongo.com](mailto:mbaker@hoaglandlongo.com) and [aiacocca@hoaglandlongo.com](mailto:aiacocca@hoaglandlongo.com)

McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068  
Attention: Matthew Jessup, Esq. and Jennifer Credidio, Esq.  
Email: [MJessup@msbnj.com](mailto:MJessup@msbnj.com) and [jcredidio@msbnj.com](mailto:jcredidio@msbnj.com)

**ARTICLE XII**  
**COMPLIANCE BY ENTITY WITH LAW**

**SECTION 12.01.** Statutes and Ordinances. Each Owner hereby agrees at all times prior to the expiration or other Termination of this Financial Agreement to remain bound by the provisions of Applicable Law, including, but not limited to, the Long Term Tax Exemption Law and the RAB Law. Any Owner's failure to comply with such statutes or ordinances shall constitute a violation by such Owner of this Financing Agreement and breach of the Financial Agreement by such Owner, and such Owner shall be subject to the legal rights and remedies of the Borough for such breach, but no other Owner shall be liable for such breach or subject to any enforcement action by the Borough as a result of another Owner's breach.

**ARTICLE XIII**  
**CONSTRUCTION**

**SECTION 13.01.** Construction. This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.

**ARTICLE XIV**  
**INDEMNIFICATION**

**SECTION 14.01.** Indemnification. It is understood and agreed that in the event the Borough shall be named as party defendant in any action brought against the Borough by allegation of any breach, Default or a violation of any of the provisions of this Agreement or the provisions of Applicable Law, the Owner whose actions or alleged actions give rise to such action shall indemnify and hold the Borough harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of such Owner or by reason of any breach, Default or a violation of any of the provisions of this Agreement or the provisions of Applicable Law, by such Owner, except for the willful misconduct by the Borough or its officers, officials, employees or agents and the Owner shall defend the suit at its own expense. However, the Borough maintains the right to intervene as a party thereto, to which intervention the respective Owner hereby consents, the reasonable expense thereof to be borne by the respective Owner.

**ARTICLE XV**  
**DEFAULT**

**SECTION 15.01.** Default. "Default" shall be failure of any party to conform to the terms of this Agreement, and/or the failure of any party to perform any obligation imposed upon such party by Applicable Law beyond any applicable notice, cure or grace period. A Default under this Agreement by any Owner shall only be considered a Default against that specific party, without any implication of Default against any other Owner.

**SECTION 15.02.** Cure Upon Default. Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. Said notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default, other than a Default in payment of any installment of the Annual Service Charge, in which case there shall be no cure period.

**SECTION 15.03.** Remedies for Default. (a) In the event of any uncured Default by the Borough, a Unit Owner's remedies shall be limited to an action for specific performance, provided however, that the parties agree that an action in a court of competent jurisdiction by any Unit Owner for recovery of any payment of amounts due under this Agreement from or on the account of such Unit Owner, in excess of the amounts that the Borough is legally entitled to receive or retain shall constitute a "**Permitted Action**". Nothing herein shall prohibit a Unit Owner from pursuing a Permitted Action by arbitration, as hereafter provided, or from seeking injunctive relief. If a judgment is made in favor of a Unit Owner in a Permitted Action, or a monetary award in favor of a Unit Owner in an Arbitration Proceeding (an "**Arbitration Award**"), such judgment or Arbitration Award shall be, in accordance with the customary practices of the Borough with respect to overpayment of conventional taxes, credited against any amounts next coming due to the Borough by the Unit Owner until the credit is depleted, or paid over by the Borough to the Unit Owner.

(b) In the event of any uncured Default by an Owner, the Borough may take whatever action at law or in equity as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages against such Owner. No Default hereunder by an Owner shall terminate the long term tax exemption (except as described herein) and the Owner's obligation to make Annual Service Charges, which shall continue in effect for the duration set forth in Section 3.01 hereof and subject to Section 15.06 hereinafter.

**SECTION 15.04.** Arbitration. Other than with respect to a payment Default by a Unit Owner, or a Permitted Action that a Unit Owner elects to pursue in a court of competent jurisdiction, in the event of a breach of this Agreement by any party or a dispute arising between any parties in reference to the terms and provisions as set forth herein, then the dispute shall be resolved solely and exclusively by binding arbitration before a single arbitrator (the "**Arbitrator**") and, except as otherwise provided in this Section, in accordance with the rules of the American Arbitration Association ("**AAA**"), which arbitration shall be conducted at a mutually acceptable location in the State of New Jersey or, if the parties are unable to agree on a location, then in New Brunswick, New Jersey, and in an expeditious manner. The Arbitrator shall be a retired judge, or an accountant or attorney unaffiliated with either party with substantial experience in the matters in dispute. A party seeking arbitration shall give written notice ("**Arbitration Notice**") to the other party and the AAA. The Arbitration Notice shall include a reasonably detailed written

statement of the position of the initiating party and the reasons therefor, together with a request for resolution of such controversy by an Arbitrator. The Arbitration Notice shall identify not less than three (3) proposed Arbitrators. Within ten (10) days after receiving an Arbitration Notice, the other party shall respond with a reasonably detailed written statement ("**Response Notice**") of the position of the responding party and the reasons therefor. The Response Notice additionally shall notify the initiating party of the Arbitrator, if any, that it approves from those set forth in the Arbitration Notice, or if none is approved, identifying three (3) other proposed Arbitrators, and the parties shall confer within five (5) days thereafter and in good faith attempt to select a mutually agreeable Arbitrator. If the parties are unable to agree on an Arbitrator, then the AAA shall select an Arbitrator. The arbitration shall be administered by the Arbitrator in such a fashion to accomplish the purposes of this Agreement and Applicable Law. If either party believes the Arbitrator needs to hear evidence or visit the site in order to resolve the dispute, they can so inform the Arbitrator in their notice. The decision of the Arbitrator, including but not limited to a monetary award ("**Arbitration Award**") shall be final and binding upon the parties. The parties shall share the Arbitrator's fee equally. Filing fees shall be borne by the party making a filing. Each party shall bear its own legal fees.

**SECTION 15.05.** Default in the Payment of Annual Service Charge. (a) Upon any Default by an Owner in payment of any installment of the Annual Service Charge, the Borough, in addition to its other remedies, reserves the right to proceed against the applicable Land (to the extent such Land is no longer owned by the Agency or any other government entity), and any Improvements related thereto, including any Residential Unit and End User Unit in the manner provided by Applicable Law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law.

(b) Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on Land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on Land. In either case, however, an Owner does not waive any defense it may have to contest the rights of the Borough to proceed in the above-mentioned manner.

**SECTION 15.06.** Remedies upon Default Cumulative; No Waiver. Subject to the provisions of Article XV and the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to any party, and all rights and remedies granted by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Borough of any of its remedies or actions against an Owner because of the Owner's failure to pay Land Taxes, the Annual Service Charge and/or any other municipal charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

**SECTION 15.07.** Final Accounting. Within one hundred and twenty (120) days after the date of Termination with respect to a Unit, each respective Owner shall provide a final accounting and pay to the Borough any Excess Net Profits. For purposes of rendering a final

accounting the Termination of the Agreement shall be deemed to coincide with the end of the fiscal year of the Borough.

**SECTION 15.08.** Conventional Taxes. Upon Termination or expiration of this Agreement with respect to a Unit, the tax exemption for the Improvements (and Land, if applicable) within such Unit shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Borough.

## **ARTICLE XVI MISCELLANEOUS**

**SECTION 16.01.** Financial Agreement Controlling. In the event of a conflict between the Redevelopment Agreement and this Financial Agreement, the provisions of this Financial Agreement shall govern and prevail.

**SECTION 16.02.** Oral Representations. There have been no oral representations made by either of the Parties hereto which are not contained in this Financial Agreement. This Financial Agreement, the Special Assessment Agreement, the Redevelopment Agreement, the Ordinance and the Exemption Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties and delivered to each of them. The Parties acknowledge and agree that the Trust Indenture, and pledge and assignment agreement, and any other agreements related to the Bonds, once executed, shall be deemed part of the entire agreement between the Parties as described in this Section.

**SECTION 16.03.** Entire Document. All conditions in the Ordinance are incorporated in this Agreement and made a part hereof.

**SECTION 16.04.** Good Faith. In their dealings with each other, the Parties agree that they shall act in good faith.

**SECTION 16.05.** Recording. Upon the execution and delivery of this Financial Agreement, the entire Financial Agreement and the Ordinance shall be filed and recorded with the Middlesex County Clerk, at the Entity's expense.

**SECTION 16.06.** Portion of Annual Service Charge Paid to County. The Borough shall remit the applicable portion of the Annual Service Charge to the County upon the receipt thereof in accordance with N.J.S.A. 40A:20-12.

**SECTION 16.07.** Administrative Fee. In accordance with N.J.S.A. 40A:20-9(h), the Borough shall collect from each Owner an administrative fee equal to 2% of the Annual Service Charge with respect to such Unit, exclusive of any Residential Unit Annual Service Charge and End User Unit Annual Service Charge, due in any year. The Administrative Fee shall be payable by each Owner to the Borough on each November 1<sup>st</sup> during the term of this Agreement.



**SECTION 16.08.** Residential Unit Purchaser Residency Not Required. N.J.S.A. 40A:20-14 authorizes a municipal governing body, by resolution, to require either the lapse of the tax exemption for any period during which the owner of a residential condominium unit does not personally reside therein and the unit is occupied by somebody else or an increase in the annual service charge by a condominium Owner who does not reside in the unit. The Borough hereby irrevocably and permanently waives the right under N.J.S.A. 40A:20-14 to require the lapse of the tax exemption or an increase in the annual service charge.

**SECTION 16.09.** Financing Matters. The financial information required by the final paragraph of N.J.S.A. 40A:20-9 is set forth in the Exemption Application.

**SECTION 16.10.** Third Party Beneficiary. The Agency shall be a third party beneficiary under this Financial Agreement and the provisions hereof shall operate and inure to the benefit of the Agency. Other than the Agency, it is not intended that this Financial Agreement make any other person or entity a third party beneficiary hereof, notwithstanding the fact that persons or entities other than the Borough and the Owners may be benefited thereby.

**SECTION 16.11.** Amendments. This Financial Agreement may not be amended, changed, modified, or altered without the written consent of the parties hereto or, with regard to an amendment, change, modification or alteration affecting a Unit, without the written consent of the Owner without the requirement of consent of other Owners.

**SECTION 16.12.** Certification. The Borough Clerk shall certify to the Tax Assessor that this Financial Agreement has been entered into and is in effect as required by N.J.S.A. 40A:20-12. Delivery by the Borough Clerk to the Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon certification as required hereunder and upon the Annual Service Charge Start Date the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Borough Clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the Borough Clerk that the exemption has been terminated.

Further, upon the execution of this Financial Agreement, a certified copy of the Ordinance and the Financial Agreement shall forthwith be transmitted to the chief financial officer of the County and to the County Counsel for informational purposes.

**SECTION 16.13.** Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 16.14.** Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

[Remainder of Page Intentionally Left Blank]

**EXHIBITS AND SCHEDULES**

The following Schedule and Exhibits are attached hereto and incorporated herein as if set forth at length herein:

**Exhibits**

- Exhibit A-1 - Metes & Bounds Description – Parcel C
- Exhibit B - Tax Exemption Application
- Exhibit C - Phasing Plan
- Exhibit D - Financial Plan
- Exhibit E - Annual Service Charge Payment Schedule

*Exhibit 7-1 to Application*

**IN WITNESS WHEREOF**, the Parties have caused this Financial Agreement to be executed the day and year first above written.

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

By: Sayreville PR II GP LLC, a Delaware limited liability company, its general partner

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

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

**ACKNOWLEDGMENT**

STATE OF                    )  
                                  )  
COUNTY OF                )     SS.:

Be it remembered that on the \_\_\_ day of \_\_\_\_\_, 2021, \_\_\_\_\_ personally appeared before me, and this person acknowledged under oath, to my satisfaction that:

- (a) s/he is the authorized signatory of Sayreville Seaport Associates Urban Renewal, L.P., the partnership named as Entity in the attached Financial Agreement;
- (b) s/he is authorized to execute the attached Financial Agreement on behalf of the Entity;
- (c) s/he executed the attached Financial Agreement on behalf of and as the act of the Entity; and
- (d) s/the attached Financial Agreement was signed and made by the Entity as its duly authorized and voluntary act.

\_\_\_\_\_



*Exhibit 7-1 to Application*

EXHIBIT A

Metes & Bounds Description – Parcel C

**DESCRIPTION OF PROPERTY**  
**Lots 1 and 1.01 in Block 257.01**  
**N/F Sayreville Economic Redevelopment Agency (SERA)**  
**Borough of Sayreville**  
**Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Borough of Sayreville, County of Middlesex, State of New Jersey, bounded and described as follows:

Beginning at a point, said point being witnessed by a one-half inch capped iron bar set, said point being the intersection of the southwesterly right-of-way line of Chevalier Avenue, 50-Foot Wide Right-of-Way, with the former northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, N/F SERA, and from said beginning point running:

Along said former northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, the following two (2) courses:

- 1) South 27° 20' 51" West, a distance of 999.59 feet to a point of curvature, thence
- 2) In a general southwesterly direction on the arc of a curve to the right having a radius of 930.37 feet and an arc length of 379.07 feet, chord bearing and distance of South 39° 01' 11" West, 376.45 feet, to a point in the northeasterly line of Lot 30.12, Block 257.01, thence
- 3) Along said northeasterly line of Lot 30.12, Block 257.01, North 39° 18' 29" West, a distance of 1.85 feet to a point in the common line with Lot 4, Block 257.01, N/F SERA, thence

Along said common lines with Lot 4, Block 257.01, the following three (3) courses;

- 4) In a general northerly direction on the arc of a curve to the left having a radius of 463.34 feet and an arc length of 434.43 feet, chord bearing and distance of North 10° 44' 39" East, 418.69 feet, to a point, thence
- 5) Parallel with and 1,900.00 feet west of, as measured at right angles to, the former southwesterly right-of-way line of Chevalier Avenue, 33-foot wide former Right-of-Way, now vacated, North 62° 39' 10" West, a distance of 1,176.87 feet to a point, thence
- 6) North 72° 08' 25" West, a distance of 211.00 feet to a point in the Pierhead/Bulkhead line as established by the Army Corps. of Engineers by a map entitled "Pierhead and Bulkhead Lines, Raritan Bay and River, N.J., Cheesequake Creek to Edgars Dock , dated August 1934, revised through April 1957", thence

Along said Pierhead/Bulkhead line as established by the Army Corps. of Engineers, the following two (2) courses:

- 7) North 17° 51' 35" East, a distance of 1,269.50 feet to a point, thence
- 8) North 39° 30' 18" East, a distance of 131.77 feet to a point in the westerly line of a riparian grant to National Lead Company from the State of New Jersey, Board of Commerce and Navigation, Liber N-2, Page 135 etc., thence

Along said westerly and northerly line of a riparian grant to National Lead Company from the State of New Jersey, Board of Commerce and Navigation, Liber N-2, Page 135 etc., the following two (2) courses:

- 9) North 18° 27' 18" East, a distance of 25.78 feet to a point, thence
- 10) South 71° 32' 42" East, a distance of 9.92 feet to a point in the aforementioned Pierhead/Bulkhead line as established by the Army Corps. of Engineers, thence
- 11) Along said Pierhead/Bulkhead line as established by the Army Corps. of Engineers, North 39° 30' 18" East, a distance of 533.50 feet to a point, thence
- 12) South 64° 00' 42" East, a distance of 150.26 feet to a point in a former mean high water line of the Raritan River, said lands being lands "now or formerly below mean high water" as mapped and claimed by the State of New Jersey, thence
- 13) Along said former mean high water line of the Raritan River, said lands being lands "now or formerly below mean high water" as mapped and claimed by the State of New Jersey, the various courses thereof, a distance of 19 feet, more or less, to the common line with Lot 1, Block 257.02, N/F SERA, said point being 19.08 feet on a bearing of North 44° 30' 08" East from the terminus of the prior course, thence

Along said common line with Lot 1, Block 257.02, N/F SERA, the following two (2) courses:

- 14) South 62° 39' 10" East, a distance of 1,339.97 feet to a point, thence
- 15) South 27° 20' 50" West, a distance of 724.75 feet, to a point in the northerly terminus of Chevalier Avenue, 50-Foot wide Right-of-Way, thence
- 16) Along said northerly terminus of Chevalier Avenue, North 89° 45' 21" West, a distance of 28.08 feet to the westerly right-of-way line of Chevalier Avenue, 50- Foot wide Right-of-Way, thence
- 17) Along said westerly right-of-way line of Chevalier Avenue, in a general southerly direction on the arc of a curve to the right having a radius of 493.34 feet and an arc length of 279.12 feet, chord bearing and distance of South 12° 06' 04" East, 275.41 feet, to the point and place of beginning.

Said description of Lots 1 and 1.01 in Block 257.01 containing 3,164,415 Square Feet or 72.645 Acres, more or less.

**DESCRIPTION OF PROPERTY**

**Lot 4 in Block 257.01**

**N/F Sayreville Economic Redevelopment Agency (SERA)**

**Borough of Sayreville**

**Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Borough of Sayreville, County of Middlesex, State of New Jersey, bounded and described as follows:

Beginning at a point, said point being the point of intersection of the former northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, N/F SERA, with the northerly line of Lot 30.12, Block 257.01, and from said beginning point running:

- 1) Along said former northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, South 50° 41' 31" West, a distance of 1,840.00 feet to a point in the northeasterly line of Lot 30.11, Block 257.01, thence
- 2) Along said southeasterly lines of Lots 30.11, 1.03 and 3.01, Block 257.01, North 39° 18' 29" West, a distance of 638.86 feet to a point in the southeasterly line of Lot 3.01, Block 257.01, thence
- 3) Along said southeasterly line of Lot 3.01, Block 257.01, North 29° 46' 18" East, a distance of 493.75 feet to a point in the northeasterly line of Lot 3.01, Block 257.01, thence
- 4) Along said northeasterly line of Lot 3.01, Block 257.01, North 60° 13' 42" West, a distance of 65.00 feet to a point in the Pierhead/Bulkhead line as established by the Army Corps. of Engineers by a map entitled "Pierhead and Bulkhead Lines, Raritan Bay and River, N.J., Cheesecake Creek to Edgars Dock , dated August 1934, revised through April 1957", thence

Along said Pierhead/Bulkhead line as established by the Army Corps. of Engineers, the following two (2) courses:

- 5) North 29° 46' 18" East, a distance of 718.29 feet to a point, thence
- 6) North 17° 51' 35" East, a distance of 730.68 feet to a point in the common line with Lot 1, Block 257.01, N/F SERA, thence

Along said common lines with Lot 1, Block 257.01, the following five (5) courses:

- 7) South 72° 08' 25" East, a distance of 211.00 feet to a point, thence
- 8) Parallel with and 1,900.00 feet west of, as measured at right angles to, the former southwesterly right-of-way line of Chevalier Avenue, 33-foot wide former Right-of-Way, now vacated, South 62° 39' 10" East, a distance of 1,176.87 feet to a point, thence
- 9) Along a non-tangent curve, in a general southerly direction on the arc of a curve to the right having a radius of 463.34 feet and an arc length of 434.43 feet, chord bearing and distance of South 10° 44' 39" West, 418.69 feet, to a point in the northeasterly line of Lot 30.12, Block 257.01, thence
- 10) Along said northeasterly line of Lot 30.12, Block 257.01, North 39° 18' 29" West, a distance of 10.54 feet to a point, thence
- 11) Continuing along said northeasterly line of Lot 30.12, Block 257.01, and along the northeasterly line of Lot 1.10, Block 257.01, North 11° 10' 21" East, a distance of 311.88 feet to a point in the northerly line of Lot 1.10, Block 257.01, thence



Along said northerly and southwesterly lines of Lot 1.10, Block 257.01, the following two (2) courses:

- 12) North 78° 49' 39" West, a distance of 40.00 feet to a point, thence
- 13) Parallel with and 40.00 feet north of, as measured at right angles to, course number nine, South 11° 10' 21" West, a distance of 332.70 feet to a point in the northwesterly line of Lot 30.12, Block 257.01, thence

Along said northwesterly and southwesterly lines of Lot 30.12, Block 257.01, the following two (2) courses:

- 14) Parallel with and 30.00 feet northwest of, as measured at right angles to, the northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20.01, Block 62.02, South 50° 41' 31" West, a distance of 101.13 feet to a point, thence
- 15) South 39° 18' 29" East, a distance of 30.00 feet to the northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20.01, Block 62.02, thence
- 16) Along said northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, South 50° 41' 31" West, a distance of 1,840.00 feet to the point and place of beginning.

Said description of Lot 4 in Block 257.01 containing 2,302.670 Square Feet or 52.862 Acres, more or less.

**DESCRIPTION OF PROPERTY**

**Lot 5 in Block 257.01**

**N/F Sayreville Economic Redevelopment Agency (SERA)**

**Borough of Sayreville**

**Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Borough of Sayreville, County of Middlesex, State of New Jersey, bounded and described as follows:

Beginning at a point, said point being the intersection of the northwesterly line of Lot 20.01, Block 62.02, lands N/F Conrail – Raritan River Railroad, Kearny Branch, with the southwesterly line of Lot 30.11, Block 257.01, N/F Middlesex County Utilities Authority, and from said beginning point running:

Along the aforementioned northwesterly line of Lot 20.01, Block 62.02, the following two (2) courses:

- 1) South 50° 41' 31" West, a distance of 183.30 feet to a point of curvature, thence
- 2) In a general southwesterly direction on the arc of a curve to the left having a radius of 1,457.69 feet and an arc length of 382.90 feet, chord bearing and distance of South 43° 10' 00" West, 381.80 feet, to a point on the northwesterly line of Lot 30.10, Block 257.01, N/F Middlesex County Utilities Authority, said point being witnessed by a one-half inch capped iron bar set, thence
- 3) Along said northwesterly line of Lot 30.10, Block 257.01, and continuing along the northwesterly line of Lot 1.07, Block 257.01, N/F Middlesex County Utilities Authority, along a non-tangent line, South 50° 41' 31" West, a distance of 448.83 feet to a point of curvature, said point being witnessed by a one-half inch capped iron bar set, thence

Along the aforementioned northwesterly and westerly lines of Lot 1.07, Block 257.01, the following two (2) courses:

- 4) In a general southwesterly direction on the arc of a curve to the left having a radius of 286.52 feet and an arc length of 180.03 feet, chord bearing and distance of South 32° 41' 31" West, 177.08 feet, to a point of tangency, said point being witnessed by a one-half inch capped iron bar set, thence
- 5) South 14° 41' 31" West, a distance of 171.76 feet to a point in the northeasterly line of Lot 3.01, Block 256, N/F Sayreville Economic Redevelopment Agency, said point being witnessed by a one-half inch capped iron bar set, thence

Along said northeasterly line of Lot 3.01, Block 256, the following two (2) courses:

- 6) North 65° 23' 04" West, a distance of 52.98 feet to a point, said point being witnessed by a one-half inch capped iron bar set, thence
- 7) North 54° 04' 00" West, a distance of 385.91 feet to a point in the "Pierhead and Bulkhead Line" as established by the Army Corps. of Engineers on a map entitled "Pierhead and Bulkhead Lines, Raritan Bay and River, N.J., Cheesquake Creek to Edgars Dock", dated August 1934, thence

Along said "Pierhead and Bulkhead Line" as established by the Army Corps. of Engineers, the following two (2) courses:

- 8) North 35° 44' 18" East, a distance of 786.54 feet to a point, thence

- 9) North 29° 46' 18" East, a distance of 436.24 feet to a point in the southwesterly line of Lot 3.01, Block 257.01, N/F Middlesex County Utilities Authority, thence

Along said southwesterly and southeasterly lines of Lot 3.01, Block 257.01, the following two (2) courses:

- 10) South 60° 13' 42" East, a distance of 50.00 feet to a point, thence
- 11) North 29° 46' 18" East, a distance of 272.31 feet to a point in the aforementioned southwesterly line of Lot 3.01, Block 257.01, thence
- 12) Along said southwesterly line of Lots 3.01, 1.03 and 30.11, Block 257.01, N/F Middlesex County Utilities Authority, South 39° 18' 29" East, a distance of 624.34 feet to the point and place of beginning, said point being witnessed by an iron rebar found 4.1' southwest of the herein described point.

Said description of Lot 5 in Block 257.01 containing 661,978 Square Feet or 15.197 Acres, more or less. Said described lands being known as all of Lot 5, Block 257.01, as shown on the official Tax Map of the Borough of Sayreville.

**DESCRIPTION OF PROPERTY**

**Lot 6 in Block 257.01**

**N/F Sayreville Economic Redevelopment Agency (SERA)**

**Borough of Sayreville**

**Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Borough of Sayreville, County of Middlesex, State of New Jersey, bounded and described as follows:

Beginning at a point, said point being witnessed by a one-half inch capped iron bar set, said point being the intersection of the westerly line of Lot 20.01, Block 62.02, lands N/F Conrail Raritan River Railroad – Kearny Branch, with the northerly line of Lot 3, Block 256, N/F Sayreville Economic Redevelopment Agency, and from said beginning point running:

- 1) Along the aforementioned northerly line of Lot 3, Block 256, South 71° 36' 56" West, a distance of 54.81 feet to a point in the northeasterly line of Lot 3.01, Block 256, N/F Sayreville Economic Redevelopment Agency, said point being witnessed by a concrete monument found 0.4-foot southeast of the herein described point, thence
- 2) Along the aforementioned northeasterly line of Lot 3.01, Block 256, North 65° 23' 04" West, a distance of 89.38 feet to a point in the easterly line of Lot 1.07, Block 257.01, N/F Middlesex County Utilities Authority, said point being witnessed by a one-half inch capped iron bar set, thence

Along said easterly and southeasterly lines of Lot 1.07, Block 257.01, the following two (2) courses:

- 3) North 14° 41' 31" East, a distance of 189.25 feet to a point of curvature, said point being witnessed by a one-half inch capped iron bar set, thence
- 4) In a general northeasterly direction on the arc of a curve to the right having a radius of 186.52 feet and an arc length of 117.19 feet, chord bearing and distance of North 32° 41' 31" East, 115.28 feet, to a point of tangency, said point being witnessed by a one-half inch capped iron bar set, thence
- 5) Continuing along the southeasterly line of Lot 1.07, Block 257.01, in part, and along the southeasterly line of Lot 30.10, Block 257.01, N/F Middlesex County Utilities Authority, North 50° 41' 31" East, a distance of 183.28 feet to a point in the aforementioned westerly line of Lot 20.01, Block 62.02, said point being witnessed by a one-half inch capped iron bar set, thence
- 6) Along said westerly line of Lot 20.01, Block 62.02, in a general southerly direction on the arc of a curve to the left having a radius of 1,457.69 feet and an arc length of 434.36 feet, chord bearing and distance of South 15° 56' 04" West, 432.76 feet, to the point and place of beginning.

Said description of Lot 6 in Block 257.01 containing 43,454 Square Feet or 0.998 Acre, more or less. Said described lands being known as all of Lot 6, Block 257.01, as shown on the official Tax Map of the Borough of Sayreville.

**DESCRIPTION OF PROPERTY**  
**Lot 1 in Block 257.02**  
**N/F Sayreville Economic Redevelopment Agency (SERA)**  
**Borough of Sayreville**  
**Middlesex County, New Jersey**

Said lands being known as Lot 1, Block 257.02, in the Borough of Sayreville as shown and delineated on the official Tax Map for the Borough of Sayreville.

Beginning at a point, said point being the intersection of the northwesterly right-of-way line of the New Jersey Garden State Parkway, Variable Width Right-of-Way, with the northeasterly right-of-way line of Chevalier Avenue, 50-foot wide Right-of-Way, said point being witnessed by a one-half inch capped iron bar set, and from said beginning point running:

Along said northeasterly right-of-way line of Chevalier Avenue, the following three (3) courses:

- 1) North 68° 06' 10" West, a distance of 9.09 feet to a point, said point being witnessed by a one-half inch capped iron bar set, thence
- 2) North 62° 39' 10" West, a distance of 1,399.81 feet to a point, said point being witnessed by a one-half inch capped iron bar set, thence
- 3) North 38° 07' 00" West, a distance of 176.85 feet to a point in southeasterly line of Lot 22, Block 257.02, Raritan River Railroad, Kearny Branch, N/F SERA, thence

Along said southeasterly, southwesterly and northwesterly lines of Lot 22, Block 257.02, the following three (3) courses:

- 4) North 27° 20' 51" East, a distance of 223.24 feet to a point, said point being witnessed by an iron pipe found 0.6-foot southwest of the herein described point, thence
- 5) North 62° 38' 23" West, a distance of 50.00 feet to a point, said point being witnessed by a railroad spike found 0.5-foot southwest of the herein described point, thence
- 6) South 27° 20' 51" West, a distance of 17.13 feet to a point in the northeasterly line of Lot 1.01, Block 257.02, N/F SERA, thence
- 7) Along said northeasterly line of Lot 1.01, Block 257.02, North 62° 39' 09" West, a distance of 124.99 feet to a point in the northerly terminus of Chevalier Avenue, thence
- 8) Along said northerly terminus of Chevalier Avenue, North 89° 45' 21" West, a distance of 28.08 feet to a point in the common line with Lot 1, Block 257.01, thence

Along the common line with Lot 1, Block 257.01, along the centerline of Chevalier Avenue vacated, a 33-foot wide former Right-of-Way, the following two (2) courses:

- 9) North 27° 20' 50" East, a distance of 724.75 feet to a point, thence

- 10) North 62° 39' 10" West, a distance of 1,339.97 feet to a point in the existing Mean High Water line of the Raritan River, said lands being lands "now or formerly below mean high water" as mapped and claimed by the State of New Jersey, thence
- 11) Along said existing Mean High Water line of the Raritan River, the various courses thereof, a distance of 3,232 feet, more or less, to a point in the westerly right-of-way line of the New Jersey Garden State Parkway, said point being 3,033.91 feet on a bearing of North 57° 59' 31" East from the terminus of the prior course, thence

Along said westerly and northwesterly right-of-way line of the New Jersey Turnpike Authority, Garden State Parkway, the following fourteen (14) courses:

- 12) South 02° 39' 35" West, a distance of 828.14 feet to a point of curvature, thence
- 13) In a general southerly direction on the arc of a curve to the right having a radius of 65.00 feet and an arc length of 44.47 feet, chord bearing and distance of South 22° 15' 36" West, 43.61 feet, to a point of tangency, thence
- 14) South 41° 51' 37" West, a distance of 134.53 feet to a point of curvature, thence
- 15) In a general southerly direction on the arc of a curve to the left having a radius of 135.00 feet and an arc length of 160.03 feet, chord bearing and distance of South 07° 54' 05" West, 150.82 feet, to a point of reverse curvature, thence
- 16) In a general southerly direction on the arc of a curve to the right having a radius of 365.00 feet and an arc length of 154.39 feet, chord bearing and distance of South 13° 56' 22" East, 153.24 feet, to a point of tangency, thence
- 17) South 01° 49' 18" East, a distance of 569.54 feet to a point, thence
- 18) South 05° 31' 48" East, a distance of 415.45 feet to a point, thence
- 19) South 03° 52' 32" East, a distance of 301.38 feet to a point, thence
- 20) South 08° 11' 22" East, a distance of 297.33 feet to a point of curvature, thence
- 21) In a general southerly direction on the arc of a curve to the right having a radius of 465.00 feet and an arc length of 198.15 feet, chord bearing and distance of South 04° 01' 06" West, 196.66 feet, to a point of tangency, thence
- 22) South 16° 13' 35" West, a distance of 171.37 feet to a point, thence
- 23) South 09° 19' 46" West, a distance of 240.48 feet to a point, thence
- 24) South 14° 39' 43" West, a distance of 305.60 feet to a point, said point being witnessed by a one-half inch capped iron bar set, thence
- 25) South 24° 02' 00" West, a distance of 196.24 feet to the point and place of beginning.

Said description of Lot 1 in Block 257.02 containing 5,529,112 Square Feet or 126.931 Acres, more or less.

**DESCRIPTION OF PROPERTY**  
**Lot 3.04 in Block 257**  
**N/F Sayreville Economic Redevelopment Agency (SERA)**  
**Borough of Sayreville**  
**Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Borough of Sayreville, County of Middlesex, State of New Jersey, bounded and described as follows:

Beginning at a point, said point being the intersection of the southwesterly line of Lot 3.06, Block 257, with the westerly right-of-way line of a 25-foot wide Right-of-Way, now known as part of Main Street, said point being witnessed by a one-half inch iron bar and cap found, and from said beginning point running:

- 1) Along said westerly right-of-way line of a 25-foot wide right-of-way, now known as part of Main Street, South 18° 41' 11" West, a distance of 529.65 feet to a point in the northerly line of Lot 10, Block 256.01, N/F Middlesex County Utilities Authority, said point being witnessed by a capped iron bar found 2.8-feet east of the herein described point, thence
- 2) Along said northerly line of Lot 10, Block 256.01, South 71° 36' 56" West, a distance of 124.61 feet to a point in the northeasterly line of Lot 3.052, Block 257, N/F SERA, said point being witnessed by a concrete monument found, thence

Along the northeasterly lines of Lot 3.052, Block 257, the following three (3) courses:

- 3) North 57° 01' 45" West, a distance of 469.74 feet to a point, said point being witnessed by a concrete monument found 0.2-foot northwest of the herein described point, thence
- 4) North 39° 16' 58" West, a distance of 1,293.18 feet to a point, thence
- 5) North 62° 39' 09" West, a distance of 100.01 feet to a point in the former southeasterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, N/F SERA, thence
- 6) Along said former southeasterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, North 27° 20' 51" East, a distance of 976.76 feet to a point in the southwesterly right-of-way line of Chevalier Avenue, thence

Along said southwesterly right-of-way line of Chevalier Avenue, the following two (2) courses:

- 7) South 38° 07' 00" East, a distance of 164.90 feet to a point, said point being witnessed by a concrete monument found 0.9-foot west of the herein described point, thence
- 8) South 62° 39' 10" East, a distance of 833.24 feet to a point in the northwesterly line of Lot 3.06, Block 257, N/F Faith Fellowship Ministries, Inc., said point being witnessed by a one-half inch iron bar and cap found, thence
- 9) Along said northwesterly line of Lot 3.06, Block 257, N/F Faith Fellowship Ministries, Inc., South 27° 20' 52" West, a distance of 854.43 feet to a point in the southwesterly line of Lot 3.06, Block 257, said point being witnessed by a one-half inch iron bar and cap found, thence

- 10). Along said southwesterly line of Lot 3.06, Block 257, South 62° 39' 09" East, a distance of 778.56 feet to the point and place of beginning.

Said description of Lot 3.04 in Block 257 containing 1,523,315 Square Feet or 34.971 Acres, more or less.



**DESCRIPTION OF PROPERTY**  
**Lot 1.10 in Block 257.01**  
**N/F Sayreville Economic Redevelopment Agency (SERA)**  
**Borough of Sayreville**  
**Middlesex County, New Jersey**

Said lands being known and designated as Parcel 1-J as shown on a certain map entitled " Right of Way Map, Survey Plan, Central Treatment Plant, Borough of Sayreville, Middlesex County, New Jersey", dated March 1955, revised through October 28, 1958, filed in the Middlesex County Clerk's Office on October 18, 1961 as Map No. 2539 in File No. 949. Also being known as Lot 1.10, Block 257.01, in the Borough of Sayreville as shown and delineated on the official Tax Map for the Borough of Sayreville.

Commencing at a point, said point being the intersection of the northeasterly line of Lot 30.12, Block 257.01, with the easterly line of Lot 4, Block 257.01, thence; Along the northeasterly and easterly lines of Lot 30.12 the two (2) following courses: North 39° 18' 29" West, a distance of 10.54 feet to a point, thence, North 50° 41' 31" East, a distance of 27.67 feet to the point of beginning for the herein described lands, and from said beginning point running:

- 1) Along said northwesterly line of Lot 30.12, Block 257.01, South 50° 41' 31" West, a distance of 62.87 feet to a point, thence
- 2) North 11° 10' 21" East, a distance of 332.70 feet to a point, thence
- 3) South 78° 49' 39" East, a distance of 40.00 feet to a point, thence
- 4) Parallel with and 40.00 feet north of, as measured at right angles to, course number one, South 11° 10' 21" West, a distance of 284.21 feet to the point and place of beginning.

Said description of Lot 1.10, Block 257.01, containing 12,338 Square Feet or 0.283 Acre, more or less.

**DESCRIPTION OF PROPERTY**  
**Lot 30.12 in Block 257.01**  
**N/F Sayreville Economic Redevelopment Agency (SERA)**  
**Borough of Sayreville**  
**Middlesex County, New Jersey**

Said lands being known and designated as Parcel 30-L as shown on a certain map entitled "Right of Way Map, Survey Plan, Central Treatment Plant, Borough of Sayreville, Middlesex County, New Jersey", dated March 1955, revised through October 28, 1958, filed in the Middlesex County Clerk's Office on October 18, 1961 as Map No. 2539 in File No. 949. Also being known as Lot 30.12, Block 257.01, in the Borough of Sayreville as shown and delineated on the official Tax Map for the Borough of Sayreville.

Beginning at a point, said point being the point of intersection of the former northwesterly right-of-way line of the Conrail - Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, N/F SERA, with the northerly line of Lot 30.12, Block 257.01, and from said beginning point running:

- 1) Along said former northwesterly right-of-way line of the Conrail - Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, South 50° 41' 31" West, a distance of 142.66 feet to a point, said point witnessed by a concrete monument found, thence
- 2) North 39° 18' 29" West, a distance of 30.00 feet to a point, thence
- 3) Parallel with and 30.00 feet northwest of, as measured at right angles to, course number one, North 50° 41' 31" East, a distance of 164.00 feet to a point, thence
- 4) South 11° 10' 21" West, a distance of 27.67 feet to a point, thence
- 5) South 39° 18' 29" East, a distance of 12.40 feet to the point and place of beginning.

Said description of Lot 30.12, Block 257.01, containing 4,468 Square Feet or 0.103 Acre, more or less.

**DESCRIPTION OF PROPERTY**  
**Lot 3.052 in Block 257**  
**N/F Sayreville Economic Redevelopment Agency (SERA)**  
**Borough of Sayreville**  
**Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Borough of Sayreville, County of Middlesex, State of New Jersey, bounded and described as follows:

Commencing at a point, said point being the point of intersection of the northerly line of Lot 10, Block 256.01, with the common line between Lots 3.04 and 3.052, Block 257, said point being witnessed by a concrete monument found 0.2 foot northwest, and from said beginning point running:

- 1) Along the common line with Lot 10, Block 256.01, North  $57^{\circ} 56' 38''$  West, a distance of 1,376.95 feet to a point in the former southeasterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, N/F SERA, thence
- 2) Along said former southeasterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, North  $50^{\circ} 41' 31''$  East, a distance of 12.47 feet to a point of curvature, thence
- 3) Continuing along said former southeasterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, in a general northeasterly direction on the arc of a curve to the left having a radius of 980.37 feet and an arc length of 399.44 feet, chord bearing and distance of North  $39^{\circ} 01' 11''$  East 396.68 feet, to a point in the aforementioned common line with Lot 3.04, Block 257, thence

Along said common line with Lot 3.04, Block 257, the following two (2) courses:

- 4) South  $62^{\circ} 39' 09''$  East, a distance of 100.01 feet to a point, thence
- 5) South  $39^{\circ} 16' 58''$  East, a distance of 1,293.18 feet to the point and place of beginning.

Said description of Lot 3.052, Block 257, containing 299,005 Square Feet or 6.864 Acres, more or less.

**DESCRIPTION OF PROPERTY**  
**Lot 20 in Block 257.01**  
**N/F Sayreville Economic Redevelopment Agency (SERA)**  
**Borough of Sayreville**  
**Middlesex County, New Jersey**

Said lands being known as Lot 20, Block 257.01, in the Borough of Sayreville as shown and delineated on the official Tax Map for the Borough of Sayreville.

Beginning at the intersection of the southwesterly right-of-way line of Chevalier Avenue, 50-Foot Wide Right-of-Way, with the former southeasterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 20, Block 257.01, N/F SERA, and from said beginning point running:

Along said southeasterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, the following three (3) courses:

- 1) South 27° 20' 51" West, a distance of 976.76 feet to a point of curvature, thence
- 2) In a general southwesterly direction on the arc of a curve to the right having a radius of 980.37 feet and an arc length of 399.44 feet, chord bearing and distance of South 39° 01' 11" West, 396.68 feet, to a point of tangency, thence
- 3) South 50° 41' 31" West, a distance of 47.00 feet to a point, said point being witnessed by a one-half inch capped iron bar set, thence
- 4) Through the former Conrail – Raritan River Railroad Right-of-Way, North 39° 18' 29" West, a distance of 50.00 feet to a point in the northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, said point being witnessed by a one-half inch capped iron bar set, thence

Along said northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, the following three (3) courses:

- 5) North 50° 41' 31" East, a distance of 47.00 feet to a point of curvature, thence
- 6) In a general northeasterly direction on the arc of a curve to the left having a radius of 930.37 feet and an arc length of 379.07 feet, chord bearing and distance of North 39° 01' 11" East, 376.45 feet, to a point of tangency, thence
- 7) North 27° 20' 51" East, a distance of 999.59 feet to the aforementioned southwesterly right-of-way line of Chevalier Avenue, said point being witnessed by a one-half inch capped iron bar set, thence
- 8) Along said southwesterly right-of-way line of Chevalier Avenue, South 38° 07' 00" East, a distance of 54.96 feet to the point and place of beginning.

Said description of Lot 20, Block 257.01, containing 71,221 Square Feet or 1.635 Acre, more or less.

**DESCRIPTION OF PROPERTY**

**Lot 1.01 in Block 257.02**

**N/F Sayreville Economic Redevelopment Agency (SERA)**

**Borough of Sayreville**

**Middlesex County, New Jersey**

Said lands being known as Lot 1.01, Block 257.02, in the Borough of Sayreville as shown and delineated on the official Tax Map for the Borough of Sayreville.

Beginning at the intersection of the easterly right-of-way line of Chevalier Avenue, 50-Foot Wide Right-of-Way, with the former northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 22, Block 257.02, N/F SERA, and from said beginning point running:

- 1) Along said easterly right-of-way line of Chevalier Avenue, in a general northerly direction on the arc of a curve to the left having a radius of 543.34 feet and an arc length of 183.67 feet, chord bearing and distance of North 15° 47' 36" West, 182.79 feet, to a point, thence
- 2) Along a non-tangent, non-radial, line, South 62° 39' 09" East, a distance of 124.99 feet to a point in the aforementioned former northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 22, Block 257.02, thence
- 3) Along said former northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, South 27° 20' 51" West, a distance of 133.38 feet to the point and place of beginning.

Said description of Lot 1.01, Block 257.02, containing 7,391 Square Feet or 0.170 Acre, more or less.

**DESCRIPTION OF PROPERTY**  
**Lot 22 in Block 257.02**  
**N/F Sayreville Economic Redevelopment Agency (SERA)**  
**Borough of Sayreville**  
**Middlesex County, New Jersey**

Said lands being known as Lot 22, Block 257.02, in the Borough of Sayreville as shown and delineated on the official Tax Map for the Borough of Sayreville.

Commencing at a point, said point being the intersection of the northerly terminus of Chevalier Avenue, 50-Foot Wide Right-of-Way, with the common line between Lot 1, Block 257.01 and Lot 1, Block 257.02, thence; Along said northerly terminus of Chevalier Avenue, South 89° 45' 21" East, a distance of 28.08 feet to the easterly right-of-way line of Chevalier Avenue, thence; Along said easterly right-of-way line of Chevalier Avenue, along a non-tangent curve, in a general southerly direction on the arc of a curve to the left having a radius of 543.34 feet and an arc length of 183.67 feet, chord bearing and distance of South 15° 47' 36" East, 182.79 feet, to the northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 22, Block 257.02, said point being the point of beginning for the herein described lands, and from said beginning point running:

- 1) Along the northwesterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 22, Block 257.02, North 27° 20' 51" East, a distance of 150.51 feet to a point, said point being witnessed by a railroad spike found 0.5-foot southwest of the herein described point, thence
- 2) South 62° 38' 23" East, a distance of 50.00 feet to a point in the southeasterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, Lot 22, Block 257.02, said point being witnessed by an iron pipe found 0.6-foot southwest of the herein described point, thence
- 3) Along said southeasterly right-of-way line of the Conrail – Raritan River Railroad, Kearny Branch, South 27° 20' 51" West, a distance of 223.24 feet to the northeasterly right-of-way line of Chevalier Avenue, thence
- 4) Along said northeasterly right-of-way line of Chevalier Avenue, North 38° 07' 00" West, a distance of 13.37 feet to a point in the easterly right-of-way line of Chevalier Avenue, thence
- 5) Along said easterly right-of-way line of Chevalier Avenue, along a non-tangent curve, in a general northerly direction on the arc of a curve to the left having a radius of 543.34 feet and an arc length of 77.18 feet, chord bearing and distance of North 02° 02' 24" West, 77.12 feet, to the point and place of beginning.

Said description of Lot 22, Block 257.02, containing 9,577 Square Feet or 0.220 Acre, more or less.

*Exhibit 7-1 to Application*

**EXHIBIT B**

**Long Term Tax Exemption Application**

EXHIBIT C

Phasing Schedule



**Exhibit C**  
**Phasing Schedule**  
**Riverton**

**The Project will be constructed in accordance with the timeframes and requirements set forth in the Master Redevelopment Agreement. Currently, the projected timeframes are as follows:**

	<u>Start Date (projected)</u>	<u>End Date (projected)</u>
<b>Section 1</b>	<b>2021</b>	<b>2027</b>
<b>Section 2</b>	<b>2023</b>	<b>2027</b>
<b>Section 3</b>	<b>2025</b>	<b>2036</b>

EXHIBIT D

**Financial Plan**

**Exhibit D  
Financial Plan**

To date, SSA has funded land acquisition, planning and design, entitlement and approvals, remediation and related remedial work primarily through investment of private capital in the form of equity. The Property is encumbered by a loan from Middlesex County, with a current balance outstanding (including accrued interest) of less than \$4 million, which will be repaid through proceeds generated by Redevelopment Area Bonds and the pledged special assessment. The pledged special assessment, through Redevelopment Area Bonds, will also finance certain infrastructure improvements required for the redevelopment of the Property and to fulfill SSA's obligations under its Redevelopment Agreement with SERA.

SSA anticipates that the developers of Sub-Projects will obtain third-party debt financing to facilitate the vertical construction of such Sub-Projects, in the approximate amounts specified in the table below, which amounts will fluctuate based on the final scope of each Sub-Project and market conditions. The Sub-Project proformas reflect construction debt financing assumptions based on a rate equal to 300 basis points spread over the London Interbank Overnight Rate at the time of construction start, projected to escalate over current LIBOR rates at 250 basis points per quarter through 2Q2022, then 250 basis points per year thereafter, stabilizing at 3.00%. Permanent debt is assumed at stabilization, on a 30-year self-amortizing basis.

Development Section	Subsection	Estimated Costs	Equity	Debt
<b>1</b>	A - Retail	\$93,731,234	\$37,492,493	\$56,238,740
	B - Retail	\$9,382,430	\$3,752,972	\$5,629,458
	C - Mixed Use Village	\$376,202,259	\$150,480,904	\$225,721,355
	C - Office	\$87,751,696	\$35,100,678	\$52,651,018
	C - Hotel	\$103,270,777	\$41,308,311	\$61,962,466
	D - Mixed Use Village	\$201,368,386	\$80,547,354	\$120,821,032
	D - Townhomes	\$79,017,548	\$27,656,142	\$51,361,406
	<b>SUBTOTAL</b>	<b>\$950,724,329</b>	<b>\$376,338,854</b>	<b>\$574,385,475</b>
<b>2</b>	A-C - Retail	\$76,777,495	\$30,710,998	\$46,066,497
	D - Retail	\$102,250,993	\$40,900,397	\$61,350,596
	A - Hotel	\$77,453,083	\$30,981,233	\$46,471,850
	<b>SUBTOTAL</b>	<b>\$256,481,571</b>	<b>\$102,592,628</b>	<b>\$153,888,943</b>
<b>3</b>	A - N/A	\$0	\$0	\$0
	B - Multi-family	\$101,567,156	\$35,548,505	\$66,018,652
	C - Office/Other Comm'l	\$70,303,969	\$24,606,389	\$45,697,580
	D - Office/Other Comm'l	\$71,710,048	\$25,098,517	\$46,611,531
	E - Single Family	\$93,471,481	\$32,715,018	\$60,756,463
	F - Multi-family	\$107,402,772	\$37,590,970	\$69,811,802
	G - Office/Other Comm'l	\$62,172,612	\$21,760,414	\$40,412,198
	H - Retail	\$43,723,571	\$15,303,250	\$28,420,321
	I - Mixed-use	\$183,806,937	\$64,332,428	\$119,474,509
	J - Single Family	\$35,735,611	\$12,507,464	\$23,228,147
	K - Office/Other Comm'l	\$65,978,073	\$23,092,326	\$42,885,747
	L - Office/Other Comm'l	\$67,297,634	\$23,554,172	\$43,743,462
	M - Single Family	\$75,888,378	\$26,560,932	\$49,327,446
	N - Office/Other Comm'l	\$54,914,870	\$19,220,204	\$35,694,665
O - Mixed-use	\$61,357,538	\$21,475,138	\$39,882,400	
<b>SUBTOTAL</b>	<b>\$1,095,330,651</b>	<b>\$383,365,728</b>	<b>\$711,964,923</b>	

**EXHIBIT E**

**Annual Service Charge Payment Schedule**

**EXHIBIT E**  
**ANNUAL SERVICE CHARGE PAYMENT SCHEDULE**

**Annual Service Charge for Townhomes**

If a Unit is a Townhome, the Annual Service Charge shall be equal to the Tax Otherwise Payable, minus the Special Assessment.

**Annual Service Charge for Digital Media Towers**

For a Digital Media Tower, the Annual Service Charge shall be equal to 80% of the Tax Otherwise Payable.

**Annual Service Charge for Retail, Hotel, Office and Other Commercial, Multifamily Residential, and Development on Block 257.02, Lot 7**

The Annual Service Charge for Retail, Hotel, Office or Other Commercial, Multifamily Residential Units and development on Block 257.02, Lot 7 shall be calculated by multiplying the number of SF in the Unit by the dollar amount shown for the type of Unit in the table below. For example, a Retail Unit measuring 10,000 SF would have an Annual Service Charge of \$16,900 in 2030.

<b>Year</b>	<b>Block 257.02, Lot 7</b>	<b>Retail</b>	<b>Hotel</b>	<b>Office/Other Commercial</b>	<b>Multifamily Residential</b>
2022	\$0.50	\$1.50	\$1.00	\$1.00	\$2.43
2023	\$0.51	\$1.52	\$1.02	\$1.02	\$2.47
2024	\$0.52	\$1.55	\$1.03	\$1.03	\$2.50
2025	\$0.52	\$1.57	\$1.05	\$1.05	\$2.54
2026	\$0.53	\$1.59	\$1.06	\$1.06	\$2.58
2027	\$0.54	\$1.62	\$1.08	\$1.08	\$2.62
2028	\$0.55	\$1.64	\$1.09	\$1.09	\$2.66
2029	\$0.55	\$1.66	\$1.11	\$1.11	\$2.70
2030	\$0.56	\$1.69	\$1.13	\$1.13	\$2.74
2031	\$0.57	\$1.72	\$1.14	\$1.14	\$2.78
2032	\$0.58	\$1.74	\$1.16	\$1.16	\$2.82
2033	\$0.59	\$1.78	\$1.18	\$1.18	\$2.88
2034	\$0.60	\$1.81	\$1.21	\$1.21	\$2.93
2035	\$0.62	\$1.85	\$1.23	\$1.23	\$2.99
2036	\$0.63	\$1.88	\$1.26	\$1.26	\$3.05
2037	\$0.64	\$1.92	\$1.28	\$1.28	\$3.11
2038	\$0.65	\$1.96	\$1.31	\$1.31	\$3.18
2039	\$0.67	\$2.00	\$1.33	\$1.33	\$3.24
2040	\$0.68	\$2.04	\$1.36	\$1.36	\$3.30
2041	\$0.69	\$2.08	\$1.39	\$1.39	\$3.37
2042	\$0.71	\$2.12	\$1.41	\$1.41	\$3.44
2043	\$0.72	\$2.16	\$1.44	\$1.44	\$3.51
2044	\$0.74	\$2.21	\$1.47	\$1.47	\$3.58
2045	\$0.75	\$2.25	\$1.50	\$1.50	\$3.65
2046	\$0.77	\$2.30	\$1.53	\$1.53	\$3.72
2047	\$0.78	\$2.34	\$1.56	\$1.56	\$3.80
2048	\$0.80	\$2.39	\$1.59	\$1.59	\$3.87
2049	\$0.81	\$2.44	\$1.63	\$1.63	\$3.95
2050	\$0.83	\$2.49	\$1.66	\$1.66	\$4.03

**EXHIBIT E**  
**ANNUAL SERVICE CHARGE PAYMENT SCHEDULE**

2051	\$0.85	\$2.54	\$1.69	\$1.69	\$4.11
2052	\$0.86	\$2.59	\$1.72	\$1.72	\$4.19
2053	\$0.88	\$2.64	\$1.76	\$1.76	\$4.27
2054	\$0.90	\$2.69	\$1.79	\$1.79	\$4.36
2055	\$0.92	\$2.75	\$1.83	\$1.83	\$4.45
2056	\$0.93	\$2.80	\$1.87	\$1.87	\$4.54
2057	\$0.95	\$2.86	\$1.90	\$1.90	\$4.63
2058	\$0.97	\$2.91	\$1.94	\$1.94	\$4.72
2059	\$0.99	\$2.97	\$1.98	\$1.98	\$4.81
2060	\$1.01	\$3.03	\$2.02	\$2.02	\$4.91
2061	\$1.03	\$3.09	\$2.06	\$2.06	\$5.01
2062	\$1.05	\$3.15	\$2.10	\$2.10	\$5.11
2063	\$1.07	\$3.22	\$2.14	\$2.14	\$5.21
2064	\$1.09	\$3.28	\$2.19	\$2.19	\$5.31
2065	\$1.12	\$3.35	\$2.23	\$2.23	\$5.42
2066	\$1.14	\$3.41	\$2.28	\$2.28	\$5.53
2067	\$1.16	\$3.48	\$2.32	\$2.32	\$5.64
2068	\$1.18	\$3.55	\$2.37	\$2.37	\$5.75
2069	\$1.21	\$3.62	\$2.41	\$2.41	\$5.87
2070	\$1.23	\$3.69	\$2.46	\$2.46	\$5.99
2071	\$1.26	\$3.77	\$2.51	\$2.51	\$6.10

**School Surcharge**

The Annual Service Charge paid by Townhomes and Multifamily Residential Units already includes and accounts for the School Surcharge, as defined in Section 12.14 of the Master Redevelopment Agreement. There is no separate School Surcharge payment due. This Financial Agreement fulfills Redeveloper's obligations under Section 12.14 of the Master Redevelopment Agreement regardless of how or whether the Borough appropriates any amount of the Annual Service Charge in its sole discretion for the construction or operation of schools, school facilities, or other facilities benefiting school-age children or debt service related thereto.

**Special Assessment**

Retail, Hotel, Office and Other Commercial, and Multifamily Residential shall pay the Special Assessment in addition to the Annual Service Charge. No Special Assessment is due for the Digital Media Towers.

**Calculation for Primary Use**

The Annual Service Charge for each Unit shall be calculated based on the Unit's primary use. For example, in a Hotel with ground floor amenities including a small convenience store or a restaurant, where such ancillary uses are not separate Units, then the Annual Service Charge shall be calculated as if the entire Unit were a Hotel.

**EXHIBIT E**  
**ANNUAL SERVICE CHARGE PAYMENT SCHEDULE**

**DEFINED TERMS**

Capitalized Terms in this Exhibit E are defined as follows (other capitalized terms are defined in the Master Financial Agreement):

**“Block 257.02, Lot 7”** shall mean the approximately 20.306-acre parcel approved for subdivision by a resolution of the Sayreville Planning Board dated January 8, 2020. In that resolution, the Planning Board also granted site plan approval for the construction of an approximately 205,000 SF Retail Unit to be occupied by Bass Pro Shops on Block 257.02, Lot 7.

**“Digital Media Towers”** shall mean electronic billboard signage for on or off premise advertising.

**“Hotel”** shall mean a facility offering transient lodging accommodations to the general public and may provide additional services such as restaurants, conference center, convention centers, meeting rooms, entertainment and recreation facilities.

**“Multifamily Residential”** shall mean attached Residential Units, other than Townhomes.

**“Office and Other Commercial”** shall mean a place of business where people perform professional, administrative or clerical duties, or any combination of the foregoing, such as accounting, auditing, bookkeeping, advertising, architectural, engineering planning, and surveying services, attorneys, counseling services, court reporting services, data processing and computer services, educational, scientific, and research organizations, employment, secretarial, and word processing, financial services, government offices, management, public relations and consulting services, medical and dental practices, photography and commercial art studios, telemarketing, writer’s and artist’s offices outside the home, and detective agencies and similar services; and any other non-residential use that is not a Hotel, Digital Media Tower, or Retail use.

**“Retail”** shall mean a place of business open to the public from which goods, merchandise or services are sold or provided on-site to the general public for personal, household or business uses and shall explicitly include the following uses specified in the Redevelopment Plan: Retail Sales, Service Uses, Banks, Automobile Dealerships and Mid-Rise Vehicle Sales, Restaurants (also including fast food with or without drive thru facilities, drive-in restaurants, cafes, and taverns), Entertainment Centers, Commercial Recreation, Indoor Amusement and Entertainment (including movie theaters, rock climbing, paint ball, laser tag, arcades, indoor golf, and miniature golf), Exercise and Health Club Facilities (also including spas, wellness centers, and studios for dance, music, exercise, photography and similar uses), and Gasoline Stations.

**“Special Assessment”** shall mean the amount of the special assessment required to be paid by the Unit owner pursuant to the terms of the Special Assessment Agreement authorized pursuant to Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2021.

**“SF”** shall mean rentable or leasable square foot, as applicable (or such similar standard applicable to a specific classification of commercial real estate) within a building as determined pursuant to the ANSI/BOMA Z65 floor measurement standards as revised from time to time.

**EXHIBIT E**  
**ANNUAL SERVICE CHARGE PAYMENT SCHEDULE**

**“Tax Otherwise Payable”** shall mean an amount equal to the real property taxes for both land and improvements that would be collected by the Borough if the property in question were not exempt from paying real property taxes under the Master Financial Agreement. The Tax Otherwise Payable may vary each year depending on the assessed value of the property, the equalization ratio, and the total tax rate.

**“Townhome”** shall mean a Residential Unit that is attached to at least one other Residential Unit in a horizontal development, where no more than two Residential Units are attached in a vertical stack, and where each Residential Unit is owned in fee simple.