

REDEVELOPMENT AGREEMENT

BY AND BETWEEN THE

CITY OF BRIDGETON

AND

RENEWABLE JERSEY, LLC

WITH RESPECT TO PORTIONS OF THE

BRIDGETON MUNICIPAL PORT AUTHORITY

*Signed but  
Undated*

WHEREAS, the City of Bridgeton has adopted a Port District Redevelopment Plan for within the City of Bridgeton with respect to the Port District of the City of Bridgeton pursuant to N.J.S.A. 40:55-21.1, et seq. and adopted by ordinance of the City Council of the City of Bridgeton on or about March 3, 1987, by Ordinance 86-19; and

WHEREAS, Renewable Jersey, LLC has requested permission to redevelop portions of the Bridgeton Port Authority area as more specifically set forth herein and to develop and redevelop said tracts in accordance with this agreement; and

WHEREAS, the City Council of the City of Bridgeton is authorized pursuant to N.J.S.A. 40:55-21. to enter into an agreement with a private entity for the clearance, replanting, development or redevelopment of an area for either private or public purposes and in accordance with the terms of this agreement; and

WHEREAS, the City of Bridgeton is the entity having authority to enter into this agreement; and


WHEREAS, Renewable Jersey, LLC is the Redeveloper desiring to enter into this Redevelopment Agreement;

WHEREAS, the City of Bridgeton adopted a Port District Redevelopment Plan on or about March 3, 1987, pursuant to the provisions of N.J.S.A. 40:55-21.1, et seq. and this agreement is made by and between the City of Bridgeton and the Redeveloper in order to carry out redevelopment of the properties hereinafter designated and to fulfill the terms and conditions of the Port District Redevelopment Plan with respect to the development and redevelopment of the property; and

WHEREAS, the developer is interested in developing and redeveloping parcels within the Port District Redevelopment Area known as Block 132, Lot 1, 1.01, and 1.02 and Block 132, Lot 2, Block 132, Lot 3, and Block 146, Lot 1 and Lot 1.01, all of which are within the Port District Redevelopment Area; and

WHEREAS, the Redeveloper is interested in developing and redeveloping the property for use as, among other things, a manufacturing facility for the construction of energy efficient residential modular homes and related goods and components; and

WHEREAS, the Redeveloper and the City have engaged in negotiations with respect to the property and redevelopment of the property;

NOW THEREFORE this Agreement is made on this  day of \_\_\_\_\_, 2011, by and between the City of Bridgeton (hereinafter referred to as “the City”) and Renewable Jersey, LLC (hereinafter referred to as “Redeveloper”). In consideration of the mutual promises and covenants between the parties and the benefits to be realized between them and in furtherance of the Redevelopment Area, the Port District Redevelopment Plan, the parties agree as follows:

1. Renewable Jersey, LLC is hereby designated by the City Council of the City of Bridgeton as the Redeveloper with respect to the following designated tracts or parcels within the Port District Redevelopment Plan: Block 132, Lot 1, 1.01, and 1.02 and Block 132, Lot 2, Block 132, Lot 3, and

Block 146, Lot 1 and Lot 1.01. The aforementioned parcels are more specifically identified and set forth in an aerial depiction which is attached hereto as Exhibit A.

2. The following Exhibits are attached hereto and made a part of this agreement:

A. Aerial depiction of the area to be developed.

B. Legal descriptions.

C. Redeveloper's filed Certificate of Formation or Certificate of Incorporation together with list of officers, members, or shareholders.

D. Redeveloper's Certificate of Good Standing.

E. Preliminary Concept Plan with general description of project and developer's goals.

F. Site Plan (to be submitted when completed).

G. Sequence of construction and projected dates of completion of milestones (to be submitted when completed).

H. Insurance policies for public liability and property damage of Redeveloper to be submitted when Redeveloper acquires title to the properties.

I. Agreement of Sale and/or Purchase Agreement with respect to Block 132, Lot 1.02.

J. Agreements of Sale with respect to parcels known as Block 132, Lot 1, 1.01, Block 132, Lot 2, Block 132, Lot 3, and Block 146, Lot 1, and 1.01.

K. Mortgage

## AGREEMENTS, COVENANTS, OBLIGATIONS, AND RESTRICTIONS

3. **Property Control.** The property set forth in paragraph 2 J above is currently owned and controlled by the Port Authority of the City of Bridgeton and is identified as Exhibit A attached hereto.

4. **The Project Site.** The property shall consist of all the real property, easements, fixtures, and improvements located thereon including the surface, subsurface, and air space together with all other rights pertaining to the property as may appear on Exhibit A attached hereto or any survey or surveys conducted by a reputable surveyor.

5. **Improvements.** The Redeveloper agrees upon acquisition to construct the project in accordance with the Redevelopment Plan and to construct reasonably in accordance with timetables set forth in Exhibit G attached hereto. The Redeveloper will conduct such evaluations, tests, or analyses of the property as may be required to determine the feasibility of the projects or undertakings on the property and to build and establish a construction facility for the construction of modular energy efficient residential dwellings together with additional products related to renewable energy.

6. The Redeveloper shall upon acquisition of the property and within a reasonable time thereafter submit a Redevelopment Plan to the City describing and outlining in greater particularity the project, the scope of the project, and any related designs or plans that the Redeveloper intends to develop in connection with the property. The current use of the property contains an approximate 80,000 sq. ft. warehouse on Block 146, Lots 1 and 1.01 together with pertinent structures on Block 132, Lot 3 which has been used as a warehouse facility. The Redeveloper intends to utilize this space as a primary manufacturing facility for the aforesaid purpose.

7. The structures and improvements located on Block 132, Lot 1.02 are intended to be used by the Redeveloper for purposes related to manufacturing and office and administrative facilities. Said structures and improvements, however, may be razed, modified, or otherwise altered to the Redeveloper's needs, all of which will be more specifically set forth in any site plan or development plan that shall be filed as part of this agreement as Exhibit F.

8. **Use of Contractors.** The Redeveloper agrees to engage reputable contractors to construct and complete the improvements. Each contractor engaged by the Redeveloper shall have the appropriate or requisite licenses required in the State of New Jersey to engage in construction work. Further, the Redeveloper agrees whenever possible and wherever practicable to utilize local contractors within the Cumberland/Salem, New Jersey, area and to use local suppliers and materials. Further the Redeveloper and contractors must have evidence of liability insurance in full force and effect in amounts that are considered to be standard in the construction industry.

9. **Reimbursement of City Professional Expenses.** The Redeveloper agrees to reimburse expenses incurred by the City's professionals up to an amount not to exceed \$10,000. The City shall be required to provide itemization with respect to expenses incurred demonstrating time and dates of service and such billings shall be provided to the Redeveloper not less than on a quarterly basis. Redeveloper agrees to either pay for or reimburse the City for such expenditures subject to the right of the Redeveloper to contest any charges, services, or time expended which are deemed by the Redeveloper to be unreasonable and if such fees are incurred with respect to services rendered by attorneys on behalf of the City any dispute with respect to such fees may be resolved in accordance with R. 1:20A-1, et seq. Redeveloper further agrees to pay any requisite escrow as may be required as part of site plan review pursuant to N.J.S.A. 40:55D-1, et seq. and ordinances of the City

of Bridgeton. Redeveloper and the City agree that the utilization of City professionals is intended to further the project and that the City and its professionals are to work cooperatively and constructively with the Redeveloper in order to accomplish the purposes of the redevelopment project.

10. **Time in the Project.** The Redeveloper shall identify the manner of intended development, whether construction will be phased, and if phasing is planned, which phase the Redeveloper shall first commence construction of improvements. The project improvements shall commence as soon as all necessary permits for the construction of the project (including all onsite and offsite improvements) have been issued by the appropriate governmental agencies and shall be completed in accordance with the requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1, et seq.) together with applicable land use ordinances of the City of Bridgeton. A sequence of construction time lines will be provided by the Redeveloper prior to the completion of property acquisition.

11. **Scope of Undertaking.** The services and responsibilities undertaken by the Redeveloper hereunder shall include all aspects of the designs, development, and construction of the redevelopment project improvements, and each of the components thereof, including, without limitation, all design, engineering, permitting, and administrative aspects, the performance of or contracting for and administration and supervision of all physical work required in connection with the redevelopment project improvements and each component thereof. The Redeveloper shall make all arrangements for interim and final inspections and any other actions required to satisfy the requirements of any applicable permit and/or approval.

The administration, operation, and management of the redevelopment project improvements and all aspects of the funding of the redevelopment project improvements, including equity, funding and construction, interim and permanent financing, shall be at the sole cost and liability of the Redeveloper.

The phasing and/or sequencing of construction and the approximate dates on which each project phase is to be commenced shall be determined by the Redeveloper, pursuant to this agreement with the Redevelopment Entity, and shall be generally as listed in Exhibit G attached hereto. Nothing herein is intended to preclude or limit the right of the Redeveloper to commence work in phases, to build in only one phase, or to require that any one phase be completed and leased or sold prior to commencement of work on different phases. The Redeveloper may prepare an updated sequence plan, from time to time, which updated sequence plan shall require Redevelopment Entity approval, and the Redevelopment Entity may seek such advice and guidance from the Planning Board as the Redevelopment Entity may deem desirable. Approval of an amended sequence plan may not be unreasonably denied.

The City shall not be required to expend any monies or incur any liabilities to facilitate the development, construction, or operation of the redevelopment improvement project or any component thereof.

12. **Compliance with Law.** All construction shall be in accordance with the Uniform Construction Code of the State of New Jersey, N.J.A.C. 5:23-1, et seq. The redevelopment improvement project, and work performed and materials, fixtures, and equipment used in connection therewith shall be in full compliance with all laws of the State of New Jersey.

13. **Environmental Remediation.** Redeveloper is aware of potential environmental remediation with respect to the properties identified in this agreement. Redeveloper agrees to conduct such tests, analyses, or inspections of the properties to determine what environmental remediation, if any, is necessary. The cost of same shall be at the redeveloper's expense. Redeveloper agrees to obtain any clearances as may be required by the New Jersey Department of Environmental Protection and will work with the City, State, and any Federal authorities pursuant to any Federal, State, or local laws or regulations regarding environmental remediation at its sole cost and expense. The Redeveloper, upon completion of its environmental inspection, testing, analyses, and due diligence agrees to notify the City within 30 days of completion of its environmental due diligence, investigation, and analysis as to whether the Redeveloper intends to move forward with the redevelopment of the parcels identified in this agreement. Redeveloper agrees to commence its due diligence investigation and analyses of the properties identified in this agreement with respect to environmental conditions expeditiously and upon reasonable request of the City shall provide updates together with any reports of any environmental engineers or scientists, all of which shall remain confidential and not disclosed to any third party without the consent of the Redeveloper.

14. **Permits and Approvals.** Redeveloper shall file its plan for the project, including its site plan, within a reasonable period. The Redeveloper will diligently pursue obtaining its final, approvals and permits (which are final and no longer subject to appeal) from the Planning Board, County of Cumberland, and State of New Jersey, and all other governmental agencies needed to build, develop, and complete the project, including any and all on-site and off-site improvements (the "Approvals"). The City will proceed diligently to issue all permits necessary upon the posting of all performance guarantees and security required by the Municipal Land Use Law and this



Redevelopment Agreement. The City shall also cooperate with Redeveloper with any required permits and approvals necessary from outside agencies.

This Redevelopment Agreement is contingent and conditioned upon the grant of preliminary and final site plan approval by the City Planning Board, failing which this Agreement will be deemed null and void. Renewable Jersey, LLC shall have the right to declare this Agreement null and void and of no further force and effect in the event that the City Planning Board fails to approve an application made pursuant to this Agreement within 120 days from the date that such application is deemed complete pursuant to the provisions of the Municipal Land Use Law, provided that Renewable Jersey, LLC pursues said approvals with reasonable diligence. Nothing in this Agreement shall restrict the Redeveloper from utilizing its right to review or appeal any decisions of the City or its land use boards relevant to this project.

15. **Certificate of Completion and Compliance.** The project shall be deemed to be complete and a certificate of completion shall be issued by the City at such time the Redeveloper has substantially performed all aspects of the project as described by this Redevelopment Agreement and as approved by the Planning Board of the City. The issuance of a certificate of completion shall constitute a conclusive determination that the project has been completed in accordance with the provisions of this Redevelopment Agreement. The certificate of completion is to be issued by the City and in proper form for recording in the County Clerk's Office for the County of Cumberland. Said recording shall serve as acknowledgment that the project has been satisfactorily completed, and that the Redeveloper has performed all of its duties and obligations under this Agreement.

Upon substantial completion of the project by the Redeveloper, the City shall issue a certificate of completion within 45 days of receipt of written request from the Redeveloper. In the


event that the City shall refuse to issue a certificate of completion within 45 days of the receipt of written request by the Redeveloper, the City, as the Redevelopment Entity, shall provide to the Redeveloper a written statement setting forth the aspects of the project that the Redeveloper has failed to complete, the aspects of this Redevelopment Agreement that the Redeveloper is in default and the measures or acts to be taken by the Redeveloper that are necessary to the issuance of a certificate of completion.

16. **Covenants and Restrictions.** The covenants and restrictions to be imposed upon the Redeveloper, its successors, and assigns, pursuant to this agreement and in accordance with N.J.S.A. 40A:12A-9 shall be covenants and restrictions running with the land which shall include but not limited to the following:

a. to construct and operate the area designated in this agreement as a manufacturing facility together with administrative office facilities related thereto together with such other related uses as may be customary with respect to a manufacturing facility and such other uses as may be permitted in the Port District Redevelopment Plan.

b. to construct the project, and any applicable component thereof, in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, the Zoning Ordinance regulating the Redevelopment Area, and the resolution of the Planning Board of the City of Bridgeton. In the event that the Redeveloper desires any changes or modifications to the Redevelopment Plan, the Redevelopment Entity's prior written approval must be secured prior to proceeding with any activity relating to such proposed modifications.

c. to commence work in accordance with the time periods set forth in this agreement as soon as permits are issued and delivered to the Redeveloper and to complete same within all time requirements imposed by the Municipal Land Use Law (N.J.S.A. 40:55D-1, et seq.) following commencement, all such time periods shall be subject to reasonable extension agreed to in the sole discretion of the Redevelopment Entity of the City, which shall not be unreasonably withheld.

d. the Redeveloper, or any person claiming under or through the Redeveloper, shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender, in the sale, sublease, transfer, use, occupancy, or enjoyment of the redevelopment improvement project. 

e. it is intended and agreed that the City shall be deemed beneficiary of this agreement and covenants contained herein, for its own right and the rights, benefits, and protection of the interest of the community of the City for whose benefit this agreement and covenants have been provided. As such, shall there be any ownership change regarding Redeveloper, or Redeveloper's business entity, the Redevelopment Entity shall be notified as soon as possible.

f. in the event that the Redeveloper and the City comply with all terms and conditions with respect to the redevelopment of the properties identified in this agreement, including but not limited to environmental approvals, financing approvals and contingencies, planning approvals, together with any other federal, state, or local requirements, as may be necessary, all of which have been obtained by either the City or the Redeveloper, and for a period of 60 months following the completion and satisfaction of all requirements to move forward with the redevelopment, and the Redeveloper shall to do so and shall have not received any extension from the City, then the property

acquired by the Redeveloper on this agreement shall revert back to the City and this agreement may either be recorded to that effect in the Clerk's office of the County of Cumberland or any deeds conveying the properties identified herein may contain a covenant incorporating the foregoing. This Agreement shall remain in effect throughout the 60 month period identified in this paragraph.

17. **Representations and Warranties of Redeveloper and City of Bridgeton.** The Redeveloper represents and warrants to the Redevelopment Entity that:

a. It is a Limited Liability Company of the State of New Jersey, it is in good standing in the State of New Jersey, and it is authorized to do business in the State of New Jersey.

b. It has legal right and authority to enter into this Redevelopment Agreement.

c. The Redevelopment Agreement has been duly executed and is legally binding upon the Redeveloper, and that the execution of the Redevelopment Agreement does not violate or constitute a default of any other agreement of the Redeveloper.

d. There are no suits or other legal actions pending or threatened that would have a material adverse affect upon the Redeveloper's financial ability to complete the conditions of this Redevelopment Agreement.

e. The ownership structure of the Redeveloper is set forth in Exhibit C. At any time as may be requested by the Redevelopment Entity, the Redeveloper shall provide updates to the ownership structure, naming any person owning or having a 10% or greater interest in the Redeveloper.

f. The City of Bridgeton represents and warrants that this agreement is valid and binding upon the City of Bridgeton, and was duly authorized by action of the City Council of the

City of Bridgeton and the Mayor of the City of Bridgeton and is binding upon the City and its successors and assigns.

g. The City represents and warrants that this agreement has been entered into pursuant to a Redevelopment Plan known as the Port District Redevelopment Plan and that the City is authorized to enter into and implement the terms and conditions of the Port District Redevelopment Plan with respect to the agreement being entered into between the City and the Redeveloper. The City further represents that to the best of its knowledge there are no suits, claims, causes of action or undertakings which would impair or prohibit the right of the City to enter into this agreement.

h. It is understood and agreed between the Redeveloper and the City that the Redeveloper has a separate contract with the owner of the parcel known as Block 132, Lot 1.02 on the Tax Map of the City of Bridgeton and that the Redeveloper will purchase that property as a condition of going forward with this agreement, and that the Redeveloper must complete the acquisition of that property as a condition of the Redeveloper being able to go forward with the undertaking in this agreement. The City may agree with the Redeveloper to undertake the acquisition of this property through eminent domain as provided for under the Redevelopment Law, if necessary to complete the acquisition, but is not obligated to do so.

i. The City and the Redeveloper further understand that property known as Block 146, Lot 1.01 is subject to a mortgage given by the Port Authority of the City of Bridgeton and originally given to Security Savings and Bank, SLA by the Bridgeton Municipal Port Authority dated August 8, 1988, and recorded in Mortgage Book 1309, page 57&c. The parties understand that the present balance owed on the aforesaid mortgage is unknown and that the mortgage is the subject of

litigation between the Bridgeton Municipal Port Authority and the assignee of the lender, National Mortgage Company. The parties understand and agree that the mortgage must be extinguished and paid and shall not constitute an encumbrance or lien upon the properties affected thereby in order to allow the Redeveloper to acquire the properties affected thereby. The mortgage is attached hereto and identified as Exhibit K.

18. **Acquisition Costs.** The City and the Redeveloper understand and agree that the cost of acquisition of the properties identified in this agreement shall be determined pursuant to an appraisal. The City and Redeveloper agree that the appraisal firm of Gore & Jones Appraisal Services of Vineland, New Jersey, shall perform an appraisal of all of the properties identified in this agreement and that the price established pursuant to the appraisal shall be the agreed upon sale price between the City and Redeveloper for the sale of the properties. The Redeveloper and the City may use any other appraiser agreed upon between them as to the conduct of an appraisal with respect to the properties. In the event that no other appraiser is selected then the parties agree to use Gore & Jones Appraisal Services. The appraisal shall be provided to both the City and the Redeveloper within twenty (20) days of the receipt by either party and the City and Redeveloper shall confirm in writing to the other that each is willing to accept the appraisal as the selling price for the properties identified in this agreement. In the event that the Redeveloper or the City disagree with respect to the initial appraisal received, then either the City or the Redeveloper, at its own expense, may obtain a second appraisal with respect to the properties. The two appraisers shall then confer and if agreement may be reached as to the price for the properties identified in this agreement, then the price shall be determined and set as the selling price for the properties. In the event that the appraisers cannot agree, then the parties agree that a third appraiser shall be obtained, the cost thereof split equally, and

the third appraisal shall constitute the binding selling price of the properties. The Redeveloper agrees that the cost of the initial appraisal shall be born by the Redeveloper.

19. **Non-Assignment of Rights.** The Redeveloper shall not assign this Redevelopment Agreement, or any rights, duties, obligations, or liabilities without first securing written consent by the Redevelopment Entity, which consent shall not be unreasonably withheld. The Redeveloper shall have the right to admit additional members to the entity constituting the Redeveloper without the approval of the Redevelopment Entity, so long as newly admitted members do not have a controlling interest. The Redevelopment Entity shall have the option to approve of an amendment to the Redevelopment Agreement with respect to any admission of additional members to the Redeveloper's business entity if the membership share is a controlling interest to a new member or members. Redeveloper shall also have the right to assign this Redevelopment Agreement to entities which are subsidiaries and/or affiliates of Redeveloper without the approval of the Redevelopment Entity.

20. **Events of Default.** The Redeveloper shall be deemed in default of its obligations under this agreement upon the occurrence of any of the following events:

a. The Redeveloper fails to pay any of the outside agency or City fees required by this Agreement.

b. The Redeveloper fails to construct the improvements in accordance with this agreement, the redevelopment plan, approvals granted by the City Planning Board, or fails to perform any of the covenants, conditions, and obligations contained herein, or fails to comply with any applicable provisions of N.J.S.A. 40A:12A-1, et seq.

c. The Redeveloper shall have applied for or consented to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets, or said appointment being without consent of the Redeveloper; or the Redeveloper has made a general assignment for the benefit of creditors; a voluntary or involuntary petition for bankruptcy has been filed.

d. The Redeveloper is in default of any of its contractual or financial obligations to the City with respect to the redevelopment project improvements; upon the filing of a complaint in foreclosure against the Redeveloper, or the issuance of a deed in lieu of foreclosure for any financial institution.

e. The Redeveloper fails to correct any default provided above within 60 days of receipt of written notice of default being provided by the Redevelopment Entity.

21. **Force Majeure.** Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of the following acts, events, or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the parties to this Redevelopment Agreement, provided, however, that such act, event, or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Redevelopment Agreement (“Force Majeure”):

a. An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of a public enemy, war, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, but not including reasonably anticipated weather conditions for the geographic area of the project, other than those set forth above (such events being required to physically affect a party’s



ability to fulfill its obligations hereunder; the consequential effect of such events, (e.g., impact on market conditions) shall not be considered a Force Majeure event).

b. A landslide, fire, explosion, flood, or release of nuclear radiation not created by an act or omission of either party hereto;

c. The order, judgment, action or inaction and/or determination of any Governmental Body (other than Redevelopment Entity when acting in conformance with this Redevelopment Agreement) with jurisdiction within the City, excepting decisions interpreting federal, state, and local tax laws generally applicable to all business taxpayers, adversely affecting the construction of the project, provided, however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional, or negligent action or inaction of a party to this Redevelopment Agreement relying thereon and that neither the contesting of any such order, judgments, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional, or negligent action or inaction by such party;

d. The suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any other required approvals, provided, however, that such suspension, termination, interpretation, denial or failure of or delay in renewal or issuance shall not be the result of the willful, intentional, or negligent action or inaction of the party relying thereon and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional, or negligent action or inaction by such party. Delay in issuance of an approval resulting from Redeveloper's failure to make an administratively complete submission for a government approval, pursuant to N.J.S.A. 40:55D-10.3 shall not be an event of Force Majeure;

e. Strikes or similar labor action by equipment manufacturers, suppliers of material and/or transporters of same and/or Redeveloper's agents, subcontractors, contractors, and employees;

f. Acts or omissions of the other party, except in conformance with this Redevelopment Agreement, or, as to Redeveloper, acts or omissions of the Redevelopment Entity;

The parties hereto acknowledge that the acts, events, or conditions set forth in paragraphs a through f above are intended to be the only acts, events, or conditions that may (upon satisfaction of the conditions specified above) constitute Force Majeure. Notice by the party claiming such extension shall be sent to the other party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure that affects part of the project, Redeveloper shall continue to perform its obligations for the rest of the project. The existence of an act of Force Majeure shall not prevent a party from declaring the occurrence of an event of default by the party relying on such Force Majeure provided that the event that is the basis of the event of default is not a result of the Force Majeure.

22. **Remedies on Default.** The City Redevelopment Entity may cancel this agreement in the event the Redeveloper fails to correct any default within sixty (60) days of receipt of written notice of default being provided by the Redevelopment Entity. If the default is such that it cannot be corrected within sixty (60) days, then the Redeveloper must begin to correct the default within the sixty (60) day period and continue to cure the default.

All reasonable cost and expenses incurred by the Redevelopment Entity resulting from said event of default, including but not limited to legal fees, court costs and related expenses, all taxes, assessments, water and sewer charges, shall be the responsibility of the Redeveloper.

Any default by the Redeveloper under this Agreement shall be deemed a default of site plan approval by the Planning Board of the City. The City and the Redevelopment Entity shall be entitled to pursue any and all remedies available to it under this Agreement, preliminary or final site plan approval or at equity or law.



23. **Insurance.** From and after the date of execution of this agreement, the Redeveloper shall provide and maintain liability insurance for the property, as provided in Exhibit H until such time as the project is complete. The City, as the Redevelopment Entity, shall be named as an additional insured on all policies of insurance.

24. **Indemnification.** The Redeveloper agrees to indemnify and hold the City, as the Redevelopment Entity, free and harmless from and against all liability, claims, or causes of action by reason of personal liability, death, or damage to property, real, personal, or mixed caused by Redeveloper's own acts or omissions. This agreement to indemnify shall include the obligation to reimburse for reasonable legal fees and costs expended in connection with any claim, environmental claims, demands, suits, or actions, except to the extent arising from conditions existing on the property prior to the date of this Redevelopment Agreement.

With the exception of the provisions of this Agreement, or respecting enforcement of the provisions of this Agreement, or claims arising from or related to environmental conditions or contamination of the property which existed as of the date of this Agreement, the Redevelopment Entity agrees to indemnify and hold the Redeveloper free and harmless from and against all liability, claims, or causes of action by reason of personal liability, death, or damage to property, real, personal, or mixed caused by the Redevelopment Entity's own acts or omissions. This agreement

to indemnify shall include the obligation to reimburse for reasonable legal fees and costs expended in connection with any claim, environmental claims, demands, suits, or actions.

All reasonable cost and expenses incurred by the Redevelopment Entity resulting from said event of default, including but not limited to legal fees, court costs, and related expenses, all taxes, assessments, water and sewer charges, shall be the responsibility of the Redeveloper.

Any default by the Redeveloper under this Agreement shall be deemed a default of site plan approval by the Planning Board of the City. The city and the Redevelopment Entity of the City shall be entitled to pursue any and all remedies available to it under this Agreement, preliminary or final site plan approve or at equity or law.

25. **Other Approvals.** The parties recognize that the conveyance of the property identified in this agreement is subject to approval by the State of New Jersey Department of Community Affairs through the Division of Local Government Services and Local Finance Board and that other approvals by the NJDEP and City of Bridgeton Planning or Zoning Board may be required and upon which this agreement is contingent.

26. **Notice.** As to the Redeveloper:

Ron Rukenstein and/or John Bibeau  
Renewable Jersey, LLC  
P.O. Box 1  
Titusville, NJ 08560

cc: John Bibeau  
187 Delaware Ave.  
Carneys Point, NJ 08069

As to the Redevelopment Entity:

Clerk, City of Bridgeton  
181 E. Commerce Street  
Bridgeton, NJ 08302

cc: Theodore E. Baker, Solicitor  
Baker, Krell, Haag & Bertram, L.L.C.  
56 Fayette Street, P.O. Box 257  
Bridgeton, NJ 08302

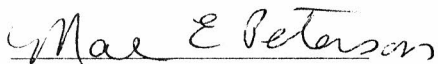
27. **Governing Law.** This agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey.

28. **Severability.** If any article, section, subsection, term, or provision of this agreement, or the application thereof to any party or circumstance shall be invalid or unenforceable, the remainder of any article, section, subsection, term, or provision of this agreement shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

29. **Binding Effect.** This agreement and each of the provisions hereof shall be binding upon and inure to the benefit of the Redevelopment Entity, City, Redeveloper, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed all as of the date first above written.

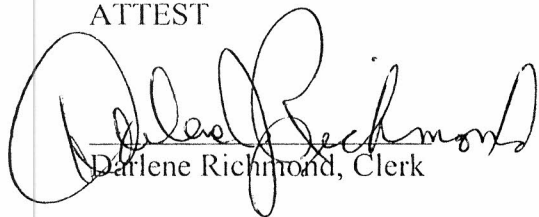
ATTEST

  
Mae E. Peterson

RENEWABLE JERSEY, LLC

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

ATTEST

  
Darlene Richmond, Clerk

CITY OF BRIDGETON


  
Albert Kelly, Mayor

Exhibit A

Aerial depiction of the area to be developed.

# Aerial View of Bridgeton Port Property

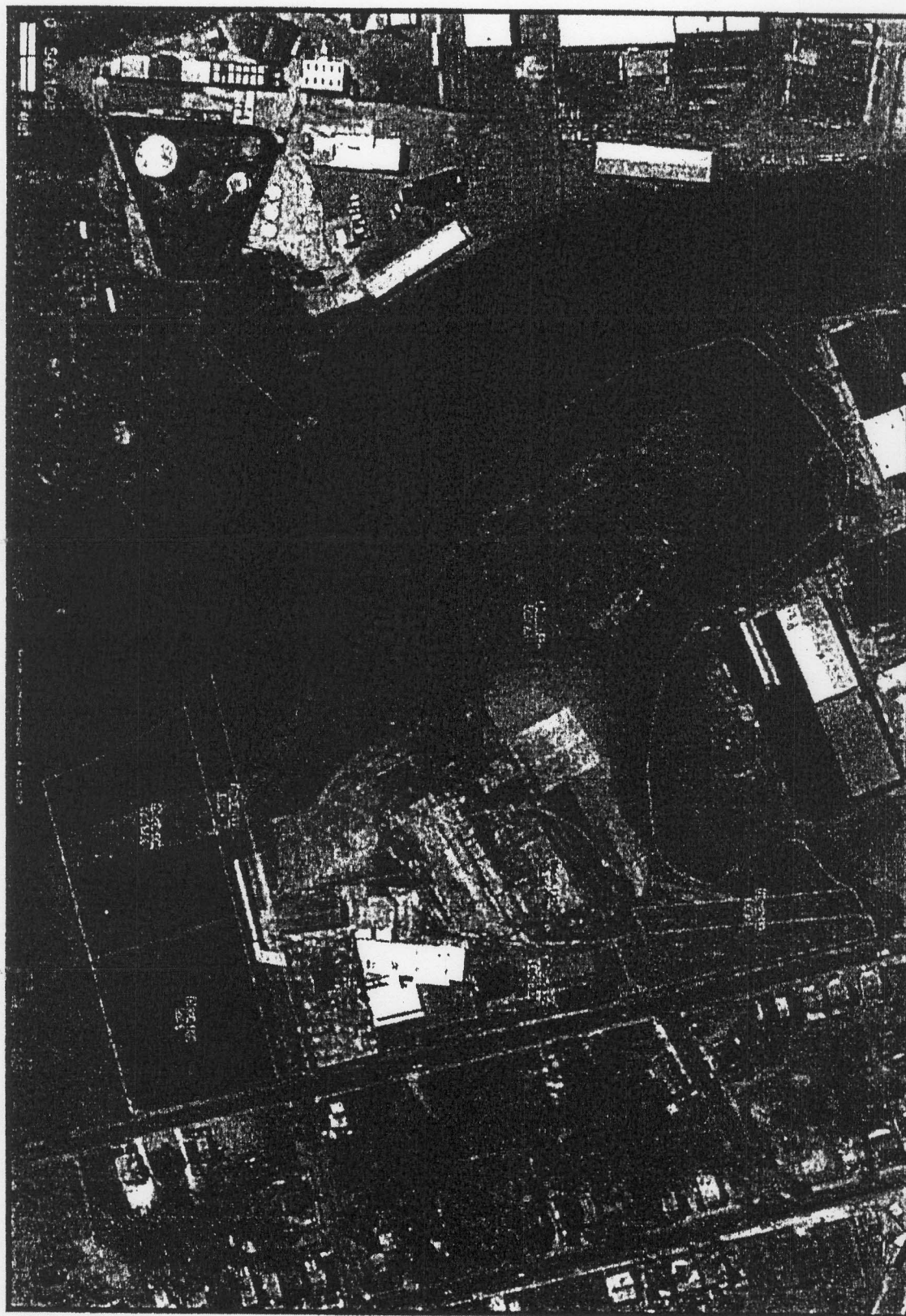


EXHIBIT B  
LEGAL DESCRIPTION



NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE

**CERTIFICATE OF FORMATION**

**RENEWABLE JERSEY LIMITED LIABILITY COMPANY**

0400394930

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey state law on 02/01/2011 and was assigned identification number 0400394930. Following are the articles that constitute its original certificate.

**1. Name:**

RENEWABLE JERSEY LIMITED LIABILITY COMPANY

**2. Registered Agent:**

RON RUKENSTEIN

**3. Registered Office:**

407 PENNINGTON-TITUSVILLE RD.  
TITUSVILLE, NJ 08560

**4. Business Purpose:**

Manufacture of modular housing and renewable energy

**5. Members/Managers:**

RON RUKENSTEIN  
PO BOX 1  
TITUSVILLE, NJ 08560

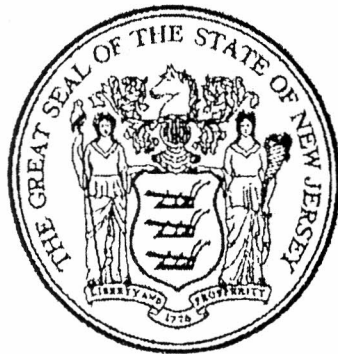
JOHN BIBEAU  
189 DELAWARE AVENUE  
CARNEYS POINT, NJ 08069

**6. Main Business Address:**

PO BOX 1  
TITUSVILLE, NJ 08560

**Signatures:**

RON RUKENSTEIN  
AUTHORIZED REPRESENTATIVE



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed my  
Official Seal at Trenton, this  
1st day of February, 2011*

Andrew P. Sidamon-Eristoff  
State Treasurer

Certification# 119394243

Verify this certificate at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)



STATE OF NEW JERSEY  
**ONLINE BUSINESS ENTITY FILING**

The following is the information you have entered.

Current Date: 02/01/2011  
 BUSINESS ENTITY NAME: RENEWABLE JERSEY LIMITED LIABILITY COMPANY  
 BUSINESS ENTITY TYPE: LLC  
 Federal Employer ID# (FEIN): 274715758 / 000  
 Business Purpose: Manufacture of modular housing and renewable energy -

[Learn more  
 about Business  
 Formation](#)

Registered Agent Information:  
 Agent Name: RON RUKENSTEIN  
 Street Address: 407 PENNINGTON-TITUSVILLE RD.  
 City: TITUSVILLE  
 State: NJ  
 Zip: 08560

**Items:**

**Choose a  
 Business  
 Name and  
 Type**

Main Business Information:  
 Street Address: PO BOX 1  
 City: TITUSVILLE  
 State: NJ  
 Zip: 08560

**Enter Filing  
 Details**

Management #1 Information:  
 Management Name #1: RON RUKENSTEIN  
 Street Address: PO BOX 1  
 City: TITUSVILLE  
 State: NJ  
 Zip: 08560

**Sign your  
 Filing**

**Pay the  
 Filing Fee**

Management #2 Information:  
 Management Name #2: JOHN BIBEAU  
 Street Address #2: 189 DELAWARE AVENUE  
 City of Management #2: CARNEYS POINT  
 State of Management #2: NJ  
 Zip Code of Management #2: 08069

**Filing  
 Confirmation**

Use the **EDIT** button to return to the entry screen to make any necessary corrections.  
 If all information is correct, you may use your browser's **PRINT** option to produce a  
 hardcopy for your records.

If all information is correct, use the **CONFIRM** button to submit the information  
 to the New Jersey Division of Revenue for Processing.

\*\*\* Once you press the **CONFIRM** Button, no changes can be made!!

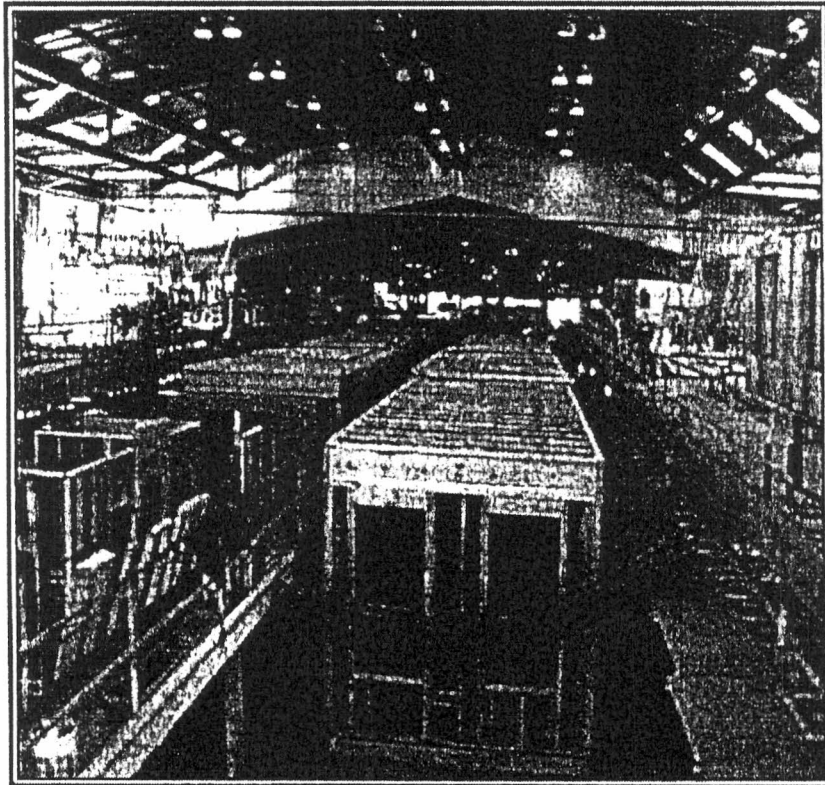
EXHIBIT D

REDEVELOPER'S CERTIFICATE OF GOOD STANDING

Exhibit E

Preliminary Concept Plan with general description of project and developer's goals.

# Renewable Jersey Modular Manufacturer Proposal For Bridgeton Port Site



Submitted by:  
Ron Rukenstein and John Bibeau

November 29, 2010

## EXECUTIVE SUMMARY

Renewable Jersey (RNJ) is our proposal to develop the Bridgeton Port Site as a modular manufacturing facility. RNJ will be a designer, manufacturer, and builder of green homes addressing a growing demand for affordable living with a reduced environmental impact.

Modular green construction is a growing construction trend in the affordable housing industry, and the two principals of RNJ have developed 363 modular affordable housing units, all of which will be Energy Star Certified. This project will be developed as a joint venture with one of the modular companies they have worked with out of Pennsylvania providing the plant operations support.

Increased consumer awareness of environmental issues has also driven demand for green buildings, creating a new market segment within the housing industry. This trend has been available only for higher-priced homes; however, using the efficiencies of modular construction, RNJ will make green features available without a high price tag.

Modular Housing is a Time Tested Business with 40 years of Existence

RNJ' homes are constructed in a factory in modules. Modules of a standard size can be combined in different ways to produce different floor plans in a wide array of sizes, allowing the customer the opportunity to customize their home. Workers at each station are highly skilled to complete their portion of the house, and multiple tasks are completed at each station, increasing the efficiency of the building process. The housing is 95% complete when transported to the site. The result is a beautiful, high performing, healthy, green home for less than the price of a traditional, on-site-built home.

By building in a factory, RNJ completely avoids weather issues, preventing potential health and structural problems that are caused by water infiltration during construction. Modular homes also have a tighter building envelope due to mass scale replication and the anticipation of the rigors of transportation, resulting in higher performing, energy-efficient buildings.

No Existing Competitors in NJ: Tremendous Growth Potential

The key difference between RNJ and other modular housing companies is that our modular company will have the only manufacturing facility based in NJ. Location in relation to the NJ customer base is an important detail as transportation costs and the carbon footprint of the project increase when shipping farther from the factory. Both factors can prohibit firms from capturing more than a regional market.

The growth of green building construction is reflected in the growth in the green building materials market, the large customer segment tapping into the market, and growth in the homes being certified by the EPA and LEED. In 2005 residential and commercial construction

accounted for 6.2% of the \$12.5 trillion GDP. Specifically, the value of residential construction amounted to \$490 billion. As of 2005, green homes represented 2% of homes being built and a \$7.4 billion marketplace. The marketplace is estimated to grow in value to \$19-36 billion, an increase of 5-10% by 2010.

While higher initial costs represent the primary barrier for green building to enter the mainstream, this can also be perceived as a great opportunity. Evidence shows that many consumers want green homes but are not willing to pay a very large premium for the green features. The potential of this underserved market could be huge. If green buildings could be made without the price premium or close to the cost of a custom-built, non-green home, a large portion of the market could be captured. Renewable Jersey looks to capitalize on this underserved market by providing high-quality, high-design green homes that are cost comparable with traditionally-built, non-green homes.

#### Green and Sustainable Construction Practice

RNJ further redefines the modular industry by offering a home that is not only affordable, but also offers a healthier indoor environment and continual savings on utility bills when compared to traditional modular homes. Modular construction will lower production costs and green design will lower life-cycle operating costs. The result is a quality product that is available at a reasonable price to a large market.

Advantages of RNJ homes over traditional, non-green homes:

Environmental	Financial
40% less construction waste	15% lower price
55% more energy efficient	57% faster construction
30% more water efficient	55% savings on electricity bills

#### Cost Savings

Modular construction and green features combine into great cost savings potential for the homeowner. Modular construction reduces the upfront cost of our homes by about 15% due to the economies of scale, and lower costs associated with labor, materials and waste disposal. In addition, the tight building envelope and green features RNJ's homes translate into savings on utility bills.

Cost comparison of various construction and sustainability features including RNJ.

	Traditional Modular	Traditional Site-Built	Green Site-Built	Renewable Jersey
Cost/sq. ft.	\$125	\$150-\$400+	\$200-\$400+	\$170
Level of Green	None	None	Low – Med	Med – High

## Rapid Construction

Renewable Jersey homes will be constructed dramatically faster than traditionally built homes. Modularly manufactured homes take about a week to build in a factory. Even considering on-site work such as placement of the modules, landscaping, and foundation, modular homes can be totally completed in a matter of 3-4 months.

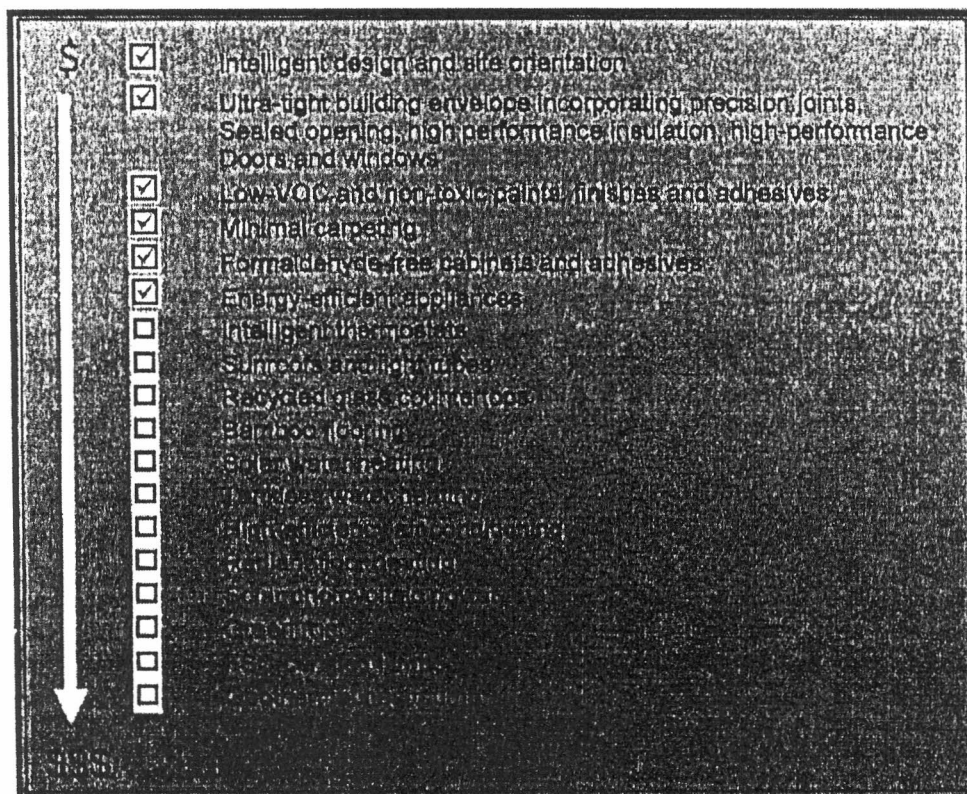
## Creating Value for our Customer

RNJ is a green builder. We compete with other green builders, marketing to homebuyers who are interested in green homes. Customers will prefer our homes over those of other builders because of our excellent designs, lower prices, decreased operating costs, shorter construction time, and lower environmental impact over the entire building life-cycle.

As recognition of the detrimental impacts of human activities on environmental and personal health grows, people are demanding innovative products that respond to these challenges without sacrificing fundamental lifestyle choices. RNJ offers a solution to the homebuyer looking for a beautiful home that also reflects their desire to lessen their environmental impact and protect their health without having to go beyond their financial means.

## Shades of Green

We will offer RNJ homes in different "shades of green" which will represent a different compilation of green features at different prices. Below is a select list of features in our homes. The checked options are included in the base models and other options may be added a la carte.





## Site Analysis of Bridgeton Port Property

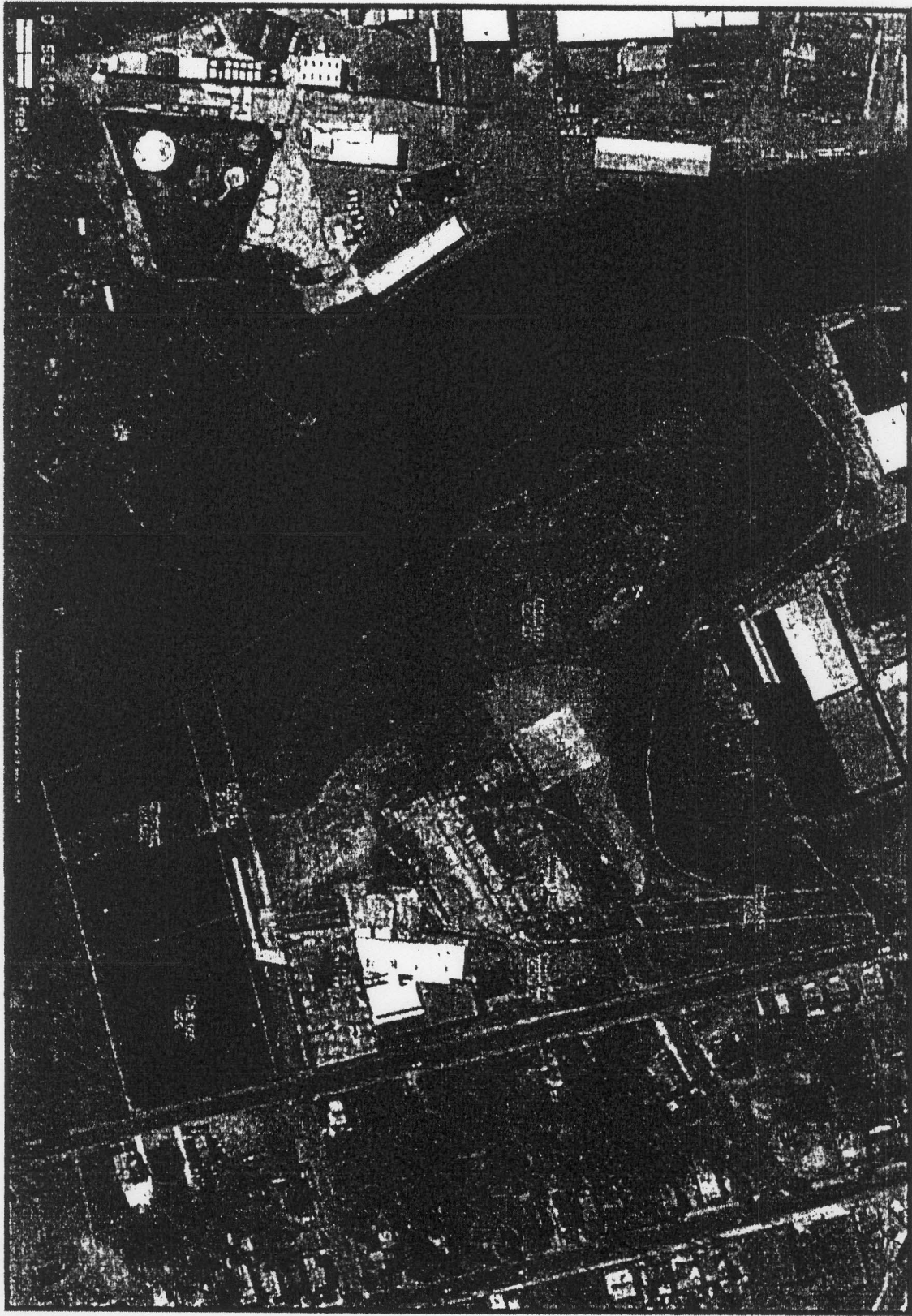
All of the facility requirements for this project are met by the Bridgeton Port Property. The existing warehouse building provides sufficient dimensions for assembly line production, and the building has loading docks and a space for a mezzanine and crane that will feed the main assembly line or span the central bay of the factory. The surrounding buildings will provide the space needed for inventory and offices, and the property is large enough to store modular units not ready for transport.

The Bridgeton "Port" Property is a 15.25± acre site located on the West Side of Grove Street in the City of Bridgeton, Cumberland County, New Jersey. The property is located along the Cohansey River in a predominately heavy built-up area of the City of Bridgeton with adjacent properties being utilized primarily for residential and commercial purposes. The Port Property is improved with two detached buildings. Building #1 is a large masonry warehouse structure containing a ground floor area of 83,712 sq. ft. with a 1,820 sq. ft. loading dock. Building #2 is a small steel warehouse structure containing a ground floor area of 3,868 sq. ft. According to an appraisal completed by LeGore & Jones Appraisal Services in August of 2006, both buildings are structurally sound and in generally good condition.

The majority of the property is owned by the Bridgeton Port Authority, consisting of Block 132, Lots 1, 1.01 and 3 and Block 146, Lots 1 & 1.01. While the property is owned by the Bridgeton Port Authority, there is a Court Appointed Receiver for the large warehouse building representing the interests of a lien-holder. In addition, the assembly of the property requires the acquisition of Block 132, Lot 1.02 which is privately owned, but under agreement with the Project Sponsors.

The challenge with this property is to assemble the site that is currently owned or liened by different parties. For this reason, the redevelopment process is critical to the success and schedule of our plans for modular manufacturing at this site. To finance the development of this project we will need to be able to demonstrate to our funding partners that we have established site control and formalized our working relationship with the City of Bridgeton. Without a Redeveloper Agreement, we would need to wait until the acquisition process is completed through negotiation, confirmed by the Court (due to the appointed Receiver), and approved by the Local Finance Board before being able to line up our financing commitments. This delay will be averted by being designated as Redeveloper. In this manner we can respond quickly to multiple private and public financing opportunities even as the acquisition and approvals are secured, and thereby deliver a tax ratable and job creation project for the Council in a timely manner.

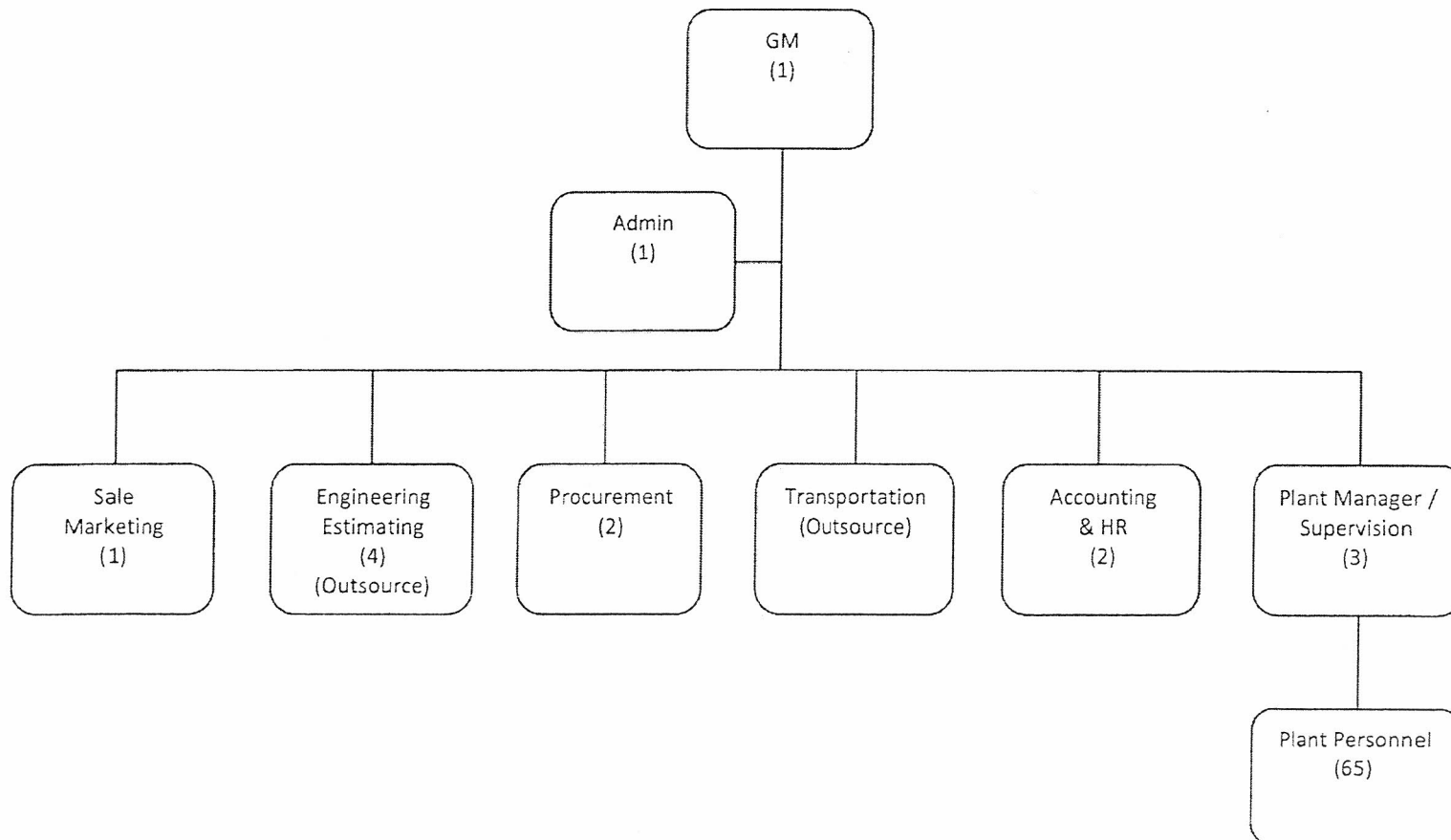
Aerial View of Bridgeton Port Property



# Personnel Required

Providing Employment Opportunities in a Growth Industry

The Modular Manufacturing Project will create approximately 6 professional and 65 Plant Production positions, which we anticipate to be a good fit for the Bridgeton workforce.



## Estimated Performa

Annual Sales Volume	\$7,000,000.00	\$8,000,000.00	\$9,000,000.00	\$10,000,000.00	\$11,000,000.00	\$12,000,000.00	\$13,000,000.00
Materials	\$3,360,000.00	\$3,840,000.00	\$4,320,000.00	\$ 4,800,000.00	\$ 5,280,000.00	\$ 5,760,000.00	\$ 6,240,000.00
Direct Labor	\$1,050,000.00	\$1,200,000.00	\$1,260,000.00	\$ 1,400,000.00	\$ 1,430,000.00	\$ 1,440,000.00	\$ 1,430,000.00
Payroll Tax & Fringe	\$ 352,040.58	\$ 79,040.58	\$ 389,840.58	\$ 415,040.58	\$ 420,440.58	\$ 422,240.58	\$ 420,440.58
Variable Factory Expense	\$ 589,000.00	\$ 589,000.00	\$ 589,000.00	\$ 589,000.00	\$ 589,000.00	\$ 589,000.00	\$ 589,000.00
Service Expense	\$ 87,500.00	\$ 100,000.00	\$ 112,500.00	\$ 125,000.00	\$ 137,500.00	\$ 150,000.00	\$ 162,500.00
<b>Total Variable Costs</b>	\$5,438,540.58	\$6,108,040.58	\$6,572,340.58	\$ 7,329,040.58	\$ 7,856,940.58	\$ 8,361,240.58	\$ 8,841,940.58
Variable Profit	\$1,561,459.42	\$1,891,040.58	\$2,328,659.42	\$ 2,670,959.42	\$ 3,143,059.42	\$ 3,638,759.42	\$ 4,158,059.42
Variable Profit %	\$ 0.22	\$ 0.24	\$ 0.26	\$ 0.27	\$ 0.29	\$ 0.30	\$ 0.32
Fixed Factory Expense	\$ 462,000.00	\$ 62,000.00	\$ 462,000.00	\$ 462,000.00	\$ 462,000.00	\$ 462,000.00	\$ 462,000.00
Salaries	\$ 905,781.00	\$ 05,781.00	\$ 905,781.00	\$ 905,781.00	\$ 905,781.00	\$ 905,781.00	\$ 905,781.00
Utilities	\$ 5,917.00	\$ 5,917.00	\$ 65,917.00	\$ 65,917.00	\$ 65,917.00	\$ 65,917.00	\$ 65,917.00
Ins, Rent, Dep. Etc.	\$ 125,000.00	\$ 25,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
Engineering Exp	\$ 70,000.00	\$ 80,000.00	\$ 90,000.00	\$ 100,000.00	\$ 110,000.00	\$ 120,000.00	\$ 130,000.00
Selling Expense	\$ 4 20,000.00	\$ 480,000.00	\$ 540,000.00	\$ 600,000.00	\$ 660,000.00	\$ 720,000.00	\$ 780,000.00
<b>Total Fixed Expenses</b>	\$2,048,698.00	\$2,118,698.00	\$2,188,698.00	\$ 2,258,698.00	\$ 2,328,698.00	\$ 2,398,698.00	\$ 2,468,698.00
<b>PLANT PROFIT</b>	-\$487,239	-\$226,739	\$139,961	\$412,261	\$814,361	\$1,240,061	\$1,689,361

### Sales Volume Projection

- \$5 million multifamily year one
- \$1 million single family year one
- \$5 - \$10 million multifamily year two
- \$1 - \$5 million single family year two
- \$20 - \$25 million multifamily year five
- \$10 - \$15 million single family year five

## Development Team Biography

John Bibeau and Ron Rukenstein are principals of two separate companies that have partnered together to sponsor projects developed under the Tax Credit Program. John Bibeau is the owner of Tri County Real Estate Maintenance Company, which provides the construction and maintenance on our tax credit projects. My Company, Rukenstein & Associates, LLC is a professional planning and grants consulting firm that has consulted on over 15 projects financed through NJ HMFA and provides the development services for our tax credit projects. Starting in 2005, John Bibeau and Ron Rukenstein began to partner on developing tax credit projects. We each have significant experience in our areas of expertise, and working together we always find a way to complete our projects and meet our obligations. To date, we have completed the following projects as co-general partners:

1. Kent Avenue Apartments – a \$15 million, 101 unit residential apartment building for seniors (55 and over) and people with disabilities. This project features the largest solar rooftop system on any affordable housing development in NJ and won the Governor's 2009 Sustainable Housing Project of the Year.
  - 5 Story Building with 101 one-bedroom units for seniors and individuals with mental disabilities
  - Pre-cast concrete modular construction
  - 100 kW Solar Roof System
  
2. Redevelopment of Harvest Point Apartments (fka Whispering Waters Apartments) – a \$45 million reconstruction and rehabilitation of NJ's largest USDA-financed housing project. This project won the Governor's 2010 Excellence in Housing award for Best Neighborhood Revitalization of a Rental Project.
  - Two Phase Project (rehab and new construction)
  - 260 one, two and three bedroom townhouse apartments for families and for individuals who are homeless and/or have a mental illness
  - 18 residential buildings
  - On-site Community Center and Distance Learning Center & Playground
  - Gated Community with 24 Hour Guard Service
  - 127.65 kW Solar Roof System to begin construction in December 2010

### Current Project:

Seashore Gardens – Galloway, New Jersey

- 3 Story Modular Building with 58 one-bedroom units for seniors and individuals with developmental disabilities.

EXHIBIT F  
SITE PLAN  
(TO BE SUBMITTED WHEN COMPLETED)

EXHIBIT G

SEQUENCE OF CONSTRUCTION AND PROJECTED DATES  
OF COMPLETION OF MILESTONES

(TO BE SUBMITTED WHEN COMPLETED)

EXHIBIT H

INSURANCE POLICIES FOR PUBLIC LIABILITY AND  
PROPERTY DAMAGE OF REDEVELOPER

(TO BE SUBMITTED WHEN REDEVELOPER ACQUIRES TITLE TO THE PROPERTIES)



Exhibit I

Agreement of Sale and/or Purchase Agreement with respect to Block 132, Lot 1.02,  
(to be submitted).

THIRD EXTENSION OF AGREEMENT

THIS THIRD EXTENSION OF AGREEMENT (this "Extension") is made as of the 10th day of September 2010 by and between Good Harvest II, LLC a Virginia limited liability company ("Good Harvest") and Salem City Partners I, LLC, a New Jersey limited liability company ("Salem") and agreed to by Spring Rain, LLC, a Virginia limited liability company ("Spring Rain")

RECITALS

- A The parties executed an Agreement for Assignment of Real Estate Purchase Contracts dated as of January 19, 2010 (the "Agreement")
- B The parties executed an Extension of Agreement (the "Extension Agreement") extending the Due Diligence Period to midnight on July 1, 2010
- C The parties executed a Second Extension of Agreement (the "Second Extension") extending the Due Diligence Period to midnight on September 30, 2010
- D The parties desire to extend the Due Diligence Period (as such term is defined in the Agreement) under the Agreement

AGREEMENT

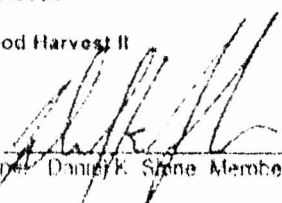
FOR AND IN CONSIDERATION of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1 Ratify The parties confirm and ratify the Agreement as amended hereby. Except as expressly set forth herein no additional amendments are made to the Agreement
- 2 Due Diligence Period Pursuant to the Agreement as amended by the Extension Agreement and the Second Extension, the Due Diligence Period expires at midnight on September 30, 2010. The parties agree to extend the period for the Due Diligence Period to expire at midnight on January 31, 2011
- 3 Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument

IN WITNESS WHEREOF, the parties hereto have executed this Extension as of the date first above written


Approved

Good Harvest II

By   
Name: Daniel K. Stone, Member

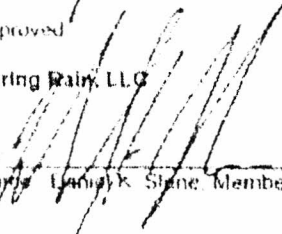
Approved

Salem City Partners I, LLC

By   
Name: Ron Rukenstein, Member

Approved

Spring Rain, LLC

By   
Name: Daniel K. Stone, Member

SECOND EXTENSION OF AGREEMENT

THIS SECOND EXTENSION OF AGREEMENT (this "Extension") is made as of the 30th day of June, 2010 by and between Good Harvest II, LLC a Virginia limited liability company ("Good Harvest") and Salem City Partners I, LLC, a New Jersey limited liability company ("Salem") and agreed to by Spring Rain, LLC, a Virginia limited liability company ("Spring Rain").

RECITALS

- A. The parties executed an Agreement for Assignment of Real Estate Purchase Contracts dated as of January 19, 2010 (the "Agreement").
B. The parties executed an Extension of Agreement (the "Extension Agreement"), extending the Due Diligence Period to midnight on July 1, 2010.
C. The parties desire to extend the Due Diligence Period (as such term is defined in the Agreement) under the Agreement.

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Ratify. The parties confirm and ratify the Agreement as amended hereby. Except as expressly set forth herein no additional amendments are made to the Agreement.
2. Due Diligence Period. Pursuant to the Agreement as amended by the Extension Agreement, the Due Diligence Period expires at midnight on July 1, 2010. The parties agree to extend the period for the Due Diligence Period by 120 days to expire at midnight on September 30, 2010.
3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument.

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

Approved:

Good Harvest II

By: [Signature]
Name: Member
Daniel K. Stone

Approved:

Salem City Partners I, LLC

By: [Signature]
Name: Member
Ron Rukenstein

Approved:

Spring Rain, LLC

By: [Signature]
Name: Member
Daniel K. Stone

**EXTENSION OF AGREEMENT**

THIS EXTENSION OF AGREEMENT (this "Extension") is made as of the 1<sup>st</sup> day of March, 2010 by and between Good Harvest II, LLC a Virginia limited liability company ("Good Harvest") and Salem City Partners I, LLC, a New Jersey limited liability company ("Salem") and agreed to by Spring Rain, LLC, a Virginia limited liability company ("Spring Rain").

RECITALS

- A. The parties executed an Agreement for Assignment of Real Estate Purchase Contracts dated as of January 19, 2010 (the "Agreement").
- B. The parties desire to extend the Due Diligence Period (as such term is defined in the Agreement) under the Agreement.

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Ratify. The parties confirm and ratify the Agreement as amended hereby. Except as expressly set forth herein no additional amendments are made to the Agreement.
- 2. Due Diligence Period. Pursuant to the Agreement, the Due Diligence Period expires on March 3, 2010. The parties agree to extend the period for the Due Diligence Period by 120 days to expire at midnight on July 1, 2010.
- 3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument.

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

Approved:

**Good Harvest II**

By: 

Name: David K. Stowe  
Member

Approved:

**Salem City Partners I, LLC**

By: 

Name: RON ALTEINSTEIN

Approved:

**Spring Rain, LLC**

By: 

Name: DAVID K. Stowe  
Member

**AGREEMENT FOR  
ASSIGNMENT OF REAL ESTATE PURCHASE CONTRACTS**

This AGREEMENT FOR ASSIGNMENT OF REAL ESTATE PURCHASE CONTRACTS (this "Agreement") is made as of this 19<sup>th</sup> day of JANUARY, 2009 (the "Effective Date"), by and between Good Harvest II, LLC, a Virginia limited liability company ("Good Harvest") and Salem City Partners I, LLC, a N.J. limited liability company ("Salem"), and agreed to by Spring Rain, LLC, a Virginia limited liability company ("Spring Rain").

RECITALS

- A. The Bridgeton Municipal Port Authority, a body politic in the State of New Jersey (the "Port Authority") and Good Harvest, LLC, a Virginia limited liability company established a Contract for Purchase and Sale of Real Estate dated as of September 2, 2005, as amended (the "Port Authority Contract") regarding certain property in the City of Bridgeton, New Jersey owned by the Port Authority of the City of Bridgeton (the "Port Properties"). Good Harvest II, LLC, the party to this Agreement and referred to as "Good Harvest", is assignee of all rights and obligations of Good Harvest, LLC under the Port Authority Contract. One of the properties contains a warehouse on a parcel slightly larger than the warehouse building itself (the "Warehouse") and as well as additional contiguous land containing the foundations of other buildings "Contiguous Property" (together, the Warehouse and the Contiguous Property are referred to as the "Warehouse Property.") Additionally the Port Authority Contract includes the right to purchase other properties across the street from the Warehouse Property (the "Neighborhood Properties") and other properties further down the street along the river (the "Bluff Properties").
- B. One of Good Harvest's partners, Spring Rain, has a contract to purchase property adjoining the Warehouse property (the "R&R Property") as provided in the Real Estate Purchase and Sale Agreement dated as of June 14, 2007, between R&R Holding Company, LLC, a New Jersey limited liability company, and Spring Rain (the "R&R Contract"). Together the R&R Property, the Neighborhood Properties and the Warehouse Property are referred to herein as the "Purchase Properties."
- C. Salem wishes to purchase the Purchase Properties, and Good Harvest and Spring Rain wish to assign the contracts for purchase of the Purchase Properties.
- D. Salem and Good Harvest agreed to a non-binding Letter of Intent effective as of September 3, 2009 (the "LOI"). The LOI outlined some of the terms of this Agreement. The LOI established as due diligence period of 180-days from the effective date of the LOI (the "Due Diligence Period"). This 180 day period will end on March 3, 2010.


AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. Warehouse and Neighborhood Properties

- 1.1. *Assignment and Assumption.* Subject to the terms and conditions herein, under a separate assignment agreement Good Harvest will assign and convey to Salem all of its right, title, and interest in, to, and under the Port Authority Contract for the Port Properties. Salem will assume and agree to perform all of Good Harvest's obligations under the Port Authority Contract for the Port Properties.
- 1.2. *Contract Amendment.* Good Harvest, working jointly with Salem, will work with the Port Authority to amend the Port Authority Contract to limit it to the Warehouse Property, or simply the Contiguous Property if the Port Authority is forced to convey the Warehouse to a third party holding a lien on the Warehouse, and/or the Neighborhood Properties, as Salem desires.
- 1.3. *Purchase Price and Payoff.* As a result of negotiations between Salem and Good Harvest, jointly, and the Port Authority, the purchase price for the Warehouse shall be approximately \$593,800, or such other amount as may be agreed upon. The final purchase price shall reflect the price of the Warehouse Property and the Neighborhood Properties negotiated with the Port Authority. The exact price will be based on the payoff of the current lien on the Warehouse building, or such price as may be finalized to the satisfaction of all parties. At closing, Salem will be credited with \$138,800, representing credits earned by Good Harvest, and Salem shall pay to Good Harvest \$138,800 and other consideration as further detailed below.
- 1.4. *The Bluffs Property and the Warehouse.* Salem hereby acknowledges that the Port Authority may have another purchaser for the Bluffs Property. Good Harvest may be requested by the Port Authority to execute an amendment of the Port Authority Contract or other acknowledgment to allow conveyance of these parcels to such third parties. Good Harvest is hereby authorized to sign such documents and this Agreement shall thereafter concern only the Warehouse Property, the Neighborhood Properties and the R&R Property. Additionally, Salem hereby acknowledges that the Port Authority may be forced to convey the Warehouse to a third party which holds a note secured by the Warehouse. The parties agree to use reasonable efforts to avoid such conveyance, but in the event it cannot be avoided, Good Harvest is hereby authorized to amend the Port Authority Contract or otherwise acknowledge such conveyance and this contract shall no longer include the Warehouse or its underlying property.
- 1.5. *Due Diligence.*
- 1.5.1. Salem will have the Due Diligence Period as defined herein to satisfy itself with title and environmental conditions of the Warehouse Property and the Neighborhood Properties, to assess the development opportunity provided by the Warehouse Property and the Neighborhood Properties, and to determine the business plan most likely to succeed on the basis of the local market, public support, and financial resources. Salem may terminate this Agreement for any reason during the due diligence period. Salem may negotiate any other provisions and changes to the purchase contract for the Warehouse Property and the

Neighborhood Properties, provided that such changes shall not be binding on Good Harvest unless approved in writing by Good Harvest.

1.5.2. To the extent necessary for Salem's due diligence investigations, Good Harvest will work with Salem to secure sufficient access to Warehouse Property and Neighborhood Properties. Salem shall be responsible for and liable for any Salem representative or agent entering the property, and, if Salem does not buy the Warehouse Property and Neighborhood Properties, Salem shall be responsible for and liable for returning the property to substantially the same condition as of the Effective Date. 

1.5.3. During the Due Diligence Period, Good Harvest will provide Salem with copies of all title and environmental and title information it has received in connection with the Warehouse Property.

1.6. *Port Assignment.* If, after the Due Diligence Period, Salem should satisfy itself that it wishes to move forward with this transaction, Salem and Good Harvest will finalize a Port Assignment Agreement detailing formally all terms and conditions for the assignment of the Port Authority Contract to Salem for purchase of the Warehouse Property and the Neighborhood Properties (the "Port Assignment Agreement"). The total purchase price to be paid to Good Harvest by Salem for the Port Assignment is \$238,800; payable as follows:

- (a) \$138,800 at the Warehouse Closing, net of any deposits forwarded, and
- (b) a note from Salem to Good Harvest in the amount of \$100,000 with an interest rate of 8% and due two years from the Warehouse Closing.

The note will be secured by the Warehouse Property and Neighborhood Properties. In addition to this consideration, Salem may provide a more detailed joint venture opportunity to Good Harvest for its consideration.

1.7. *Contingency Period and Deposits.* Following the Due Diligence Period and execution of the Port Assignment Agreement, and subject to the Port Authority's agreement to the same, Salem will have an 18-month contingency period (the "Contingency Period") within which to satisfy Salem's approvals relating to its proposed development of the Warehouse Property and or the Neighborhood Property together with the R&R Property per below. During the Contingency Period, Salem will provide to Good Harvest

- (a) a \$25,000 deposit at execution of the Port Assignment Agreement,
- (b) a second \$25,000 deposit six months thereafter, and
- (c) a final \$25,000 deposit six months thereafter.

All three of these deposits will be non-refundable and will be deducted from the Port Assignment Agreement sales price. The remaining funds due to Good Harvest under the Port Assignment Agreement, and to the owner of the Warehouse Property, and or the Neighborhood Property will be paid at the settlement of the Warehouse Property

and Neighborhood Property and Neighborhood Property (the "Warehouse Closing"), which must occur within two years of September 3, 2009.

1.8. *Insurance Proceeds.* The Warehouse Property was vandalized since Good Harvest put it under contract. If the City agrees to file for insurance proceeds, obtains them and pays them to Salem, then such proceeds shall be applied first to pay off the outstanding note to Good Harvest and any balance can be retained by Salem.

## 2. R&R Property

2.1. *Assignment and Assumption.* Subject to the terms and conditions herein, under a separate assignment agreement Good Harvest's member, Spring Rain will assign and convey to Salem all of its right, title, and interest in, to, and under the R&R Contract. Salem will assume and agree to perform all of Spring Rain's obligations under the contract for the R&R Property.

### 2.2. *Due Diligence.*

2.2.1. Salem will have the Due Diligence Period to satisfy itself with title and environmental conditions of the R&R Property, to assess the development opportunity provided by the R&R Property, together with the Warehouse Property per above, and to determine the business plan most likely to succeed on the basis of the local market, public support, and financial resources.

2.2.2. To the extent necessary for Salem's due diligence investigations, Spring Rain will work with Salem to secure sufficient access to R&R Property. Salem shall be responsible for and liable for any Salem representative or agent entering the property, and, if Salem does not buy the R&R Property, Salem shall be responsible for and liable for returning the property to substantially the same condition as of the Effective Date.

2.2.3. During the Due Diligence Period Spring Rain will provide Salem with the title and environmental information it has obtained.

2.3. *R&R Assignment Agreement.* If, during the Due Diligence Period, Salem should satisfy itself that it wishes to move forward with this transaction, Salem and Spring Rain will finalize an R&R Contract Assignment Agreement detailing formally all terms and conditions for the assignment of the R&R Contract to Salem for purchase of the R&R Property (the "R&R Assignment"). The total purchase price to be paid to Spring Rain, LLC by the Salem for the R&R Assignment is \$15,000; payable at R&R Closing net of any deposits forwarded. Execution of the R&R Assignment will be simultaneous with the Warehouse Assignment.

2.4. *Contingency Period.* Following the Due Diligence Period and execution of the R&R Assignment, Salem will have the Contingency Period within which to satisfy Salem's approvals relating to its proposed development of the R&R Property together with the Warehouse Property. Salem will provide to Spring Rain

(a) a \$2,500 deposit at execution of the R&R Assignment Agreement;



- (b) a second \$2,500 deposit six months thereafter; and
- (c) a final \$2,500 deposit six months thereafter.

All three of these deposits will be non-refundable and will be deducted from the sales price. The remaining funds due to Spring Rain under the R&R Assignment, and to the owner of the R&R Property, will be paid at the settlement of the R&R Property (the "R&R Closing"), which must occur within two years of September 4, 2009. Closing on this property will be simultaneous with closing on the Warehouse Property.

### 3. Additional Terms

- 3.1. *As Is.* The Purchase Properties shall be conveyed as is, where is. Salem shall rely on its own due diligence to determine the acceptability of the properties.
- 3.2. *Indemnification.* The parties each defend, indemnify, and hold each other and their respective subsidiaries, affiliates, officers, directors, employees, agents, and representatives harmless from and against, and reimburse them for, all claims, liabilities, losses, damages, or expenses, including reasonable attorneys' fees and costs, resulting from: (i) a material breach of any warranties or representations made in this Agreement by the indemnifying party; (ii) any failure of the indemnifying party to perform its obligations under this agreement; (iii) any negligent, reckless, or willful misconduct by the indemnifying party or its officers, directors, employees, or agents; (iv) any failure of the indemnifying party to comply with any applicable laws, ordinances, or regulations.
- 3.3. *Notices.* Each notice required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, by registered mail, or by express delivery service, to the addresses indicated below, or to such other address as a party may designate by notice hereunder. Notices delivered in accordance with this paragraph shall be deemed effective on the date sent.

Good Harvest II, LLC  
c/o J. Marcus Hirth  
700 E. Main Street  
Suite 1643  
Richmond, VA 23219

With a copy to:  
Daniel K. Slone, Esquire  
McGuireWoods LLP  
901 East Cary Street  
Richmond, VA 23219

Spring Rain, LLC  
c/o J. Marcus Hirth  
700 E. Main Street  
Suite 1643  
Richmond, VA 23219

Salem City Partners I, LLC  
c/o RON RUFFENSTEIN  
P.O. BOX #1  
TRAYVILLE, NJ 08560

- 3.4. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- 3.5. *Assignment.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, parents, subsidiaries, or otherwise related or affiliated companies. Notwithstanding the foregoing, the parties may not assign this Agreement without the prior written consent of other party.
- 3.6. *Waiver.* The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement, or the exercise of any option, right, or remedy contained herein, shall not be construed as a waiver of any prior, concurrent, or subsequent application of such term, provision, option, right, or remedy, and such term, provision, option, right, or remedy shall continue and remain in full force and effect. No waiver of performance relating to any of the terms or provisions of this Agreement, or the exercise of any option, right, or remedy contained herein, shall be effective unless such waiver is made in writing.
- 3.7. *Integration.* The terms and provisions of this Agreement constitute the entire agreement between the parties, and shall supersede all previous communications, negotiations, proposals, representations, conditions, or agreements, whether written or verbal, relating thereto.
- 3.8. *Amendment.* This Agreement may not be modified or amended except in a writing signed by a duly authorized officer or representative of each party.
- 3.9. *Severability.* If any term or provision of this Agreement is declared unlawful, against public policy or otherwise void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. Notwithstanding the foregoing, in the event either party determines that a declaration of invalidity or unenforceability adversely affects the ability of this Agreement to capture the original intent of the parties, such party may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.
- 3.10. *Force Majeure.* Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable

control, including, without limitation, the failure of the other party or any third party to furnish necessary information, sabotage, failures, or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, technical failures, or shortages of labor, fuel, raw materials, or equipment.

3.11. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument.

*[Signature page follows]*

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

Approved:

**Good Harvest II**

By: 

Name: Daniel K. Stone,  
Manager

Approved:

**Salem City Partners 1, LLC**

By: 

Name: Ron Plagwitz, Manager

Approved:

**Spring Rain, LLC**

By: 

Name: Daniel K. Stone  
Manager

VI0125632.2

# SPRING RAIN, LLC

700 East Main Street, Suite 1643  
Richmond, Virginia 23219  
(804) 377-0117 / (804) 788-0447 (f)

July 11, 2007

Mr. Bob Reyers  
R & R Holding Company, LLC  
924 Mercer Drive  
Haddonfield, New Jersey 08033

Re: Real Estate Purchase and Sale Agreement  
Block 132, Lot 1.02  
Bridgeton, New Jersey

Dear Bob:

Enclosed please find the fully-executed copy of our agreement for the purchase and sale of the property R & R Holding Company, LLC owns known as Block 132, Lot 1.02 in Bridgeton, New Jersey. Please note that the Effective Date of the agreement is July 8, 2007.

Again, we look forward to working with you on the purchase of this property.

Sincerely,



J. Marcus Hirth

Enclosures

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made as of June 14, 2007, (the "Effective Date") by and between R & R Holding Company, LLC, a New Jersey limited liability company, ("Seller"), and Spring Rain, LLC, a Virginia limited liability company ("Buyer").

### RECITALS:

A. Seller is the fee simple owner of those certain parcel(s) located at Grove and Henry Streets in the City of Bridgeton, New Jersey and further described as Block 132, Lot 1.02, containing approximately 1.96 acres, as more particularly described in or shown on Exhibit A attached hereto and by reference made a part hereof (the "Property").

B. Upon the terms and conditions herein contained, Seller wishes to sell, and Buyer wishes to purchase the Property and all easements, rights, and appurtenances thereunto belonging, including any right title and interest of Seller in and to the adjacent streets, alleys or rights-of-way (the "Property").

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE. Subject to the terms and condition contained herein, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the Property.

2. PURCHASE PRICE. Subject to the adjustment described below, the total purchase price to be paid to Seller by Buyer for the Property (the "Purchase Price") is ONE HUNDRED AND EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00); payable in the following manner:

a. A refundable deposit of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Earnest Deposit") shall be paid to Lawyers Title Corporation of Richmond, Virginia ("Escrow Agent") within five (5) days of the Effective Date, as defined above. The Earnest Deposit shall be paid to Seller at Closing, as defined below, together with the balance of the Purchase Price as provided below.

b. The balance of ONE HUNDRED AND SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) at Closing in cash or immediately available Federal funds, subject to any adjustments or additional deposits received described herein.

c. The Earnest Deposit shall be held in an interest bearing account with all such interest accruing to the final recipient of the Earnest Deposit. Except as otherwise provided herein, the Earnest Deposit plus all amounts of interest accrued thereon shall be delivered by the Escrow Agent to Seller at Closing. The Earnest Deposit payable to Seller shall be refundable to Buyer if this Agreement is terminated by Buyer during the Feasibility Period, as defined below, and otherwise shall become non-refundable to Buyer, except as otherwise specifically set forth herein.

3. FEASIBILITY PERIOD. Commencing on the Effective Date, Buyer shall have a period of one hundred and eighty (180) days (the "Feasibility Period") in which to conduct any and all title searches, surveys, studies, tests, evaluations and investigations (the "Feasibility Studies") it may desire of the Property, the title thereto and Buyer's intended development thereof. Buyer and its representatives and agents shall be entitled to reasonable access to the Property for the purpose of inspecting the Property and making surveys, examinations, measurements, engineering studies and other findings and undertaking such other activities related to the use and development of the Property as Buyer may desire, provided that such studies do not result in any material adverse change in the present character of the Property. If Buyer fails to close on the Property, Buyer agrees to restore the Property to substantially the condition existing as of the Effective Date of this Agreement. If Buyer fails to acquire the Property for any reason other than Seller's default, Buyer shall provide Seller, at no cost or expense, with copies of Buyer's non-proprietary studies. In order to facilitate the conduct of the Feasibility Studies, Seller shall furnish to Buyer, if available, on or before the Effective Date, copies of its most recent title insurance policy, commitment or report, its most recent topographical and/or ALTA survey(s) of the Property, parcel maps and/or subdivision plats containing the Property, and all soils, environmental and/or hazardous substance reports, hazardous abatement report, covenants and restrictions affecting the Property, zoning information, location and capacity of utilities and any other information or documents within Seller's possession which may affect the Property.

a. During the Feasibility Period, the following conditions must be satisfied:

i. The Property Covenants, as defined in Paragraph 3(b), shall be acceptable to Buyer in Buyer's sole and absolute discretion;

ii. Buyer, at its expense, shall have received a survey of the Property from a qualified land surveyor (the "Survey") acceptable to Buyer in its sole and absolute discretion;

iii. Buyer, at its expense, shall have received evidence acceptable to Buyer in its sole and absolute discretion that the Property has not been used for the storage, use, treatment or disposal of toxic wastes or hazardous materials in violation of any applicable law or regulation and that the Property does not contain any toxic wastes or hazardous materials;

iv. Buyer shall have obtained all approvals from any architectural control committee as required by the Property Covenants, as defined in Paragraph 3(b);

v. Buyer shall have received soils tests or other geotechnical examinations that are acceptable to Buyer in its sole and absolute discretion;

vi. If applicable, Buyer shall be granted, on terms and conditions acceptable to Buyer in its sole and absolute discretion, full right of access with cross easements across land on which Buyer needs to make road improvements and from which Buyer shall gain access to the Property; and

vii. Sanitary sewer, storm sewer, domestic water, electricity, and telecommunications service shall be immediately available at (no further than five (5) feet from) the boundaries of the Property with unrestricted access to such services (including valid public or private easements) inuring to the benefit of Buyer. Natural gas shall be reasonably available to the Property.

viii. If Buyer desires to lease all or a portion of the Property per Paragraph 23 herein, Buyer and Seller shall finalize all terms for and the form of the Lease Agreement.

b. Property Covenants. On or before the Effective Date, Seller shall deliver to Buyer any and all restrictive or property covenants (the "Property Covenants") that pertain to the Property, whether recorded or unrecorded, and shall be incorporated into this Agreement and attached hereto as Exhibit B. If no Property Covenants appear as Exhibit B hereto, the Property shall be conveyed free and clear of such Property Covenants.

c. Expiration of Feasibility Period. If, as a result of the Feasibility Studies, Buyer determines, in its sole and absolute discretion, that the Property is not suitable for Buyer's intended purposes, Buyer may terminate this Agreement by written notice given to Seller during the Feasibility Period, in which event the Earnest Deposit shall be returned to Buyer from Escrow Agent and thereafter this Agreement shall terminate and no longer be of any force or effect and the parties hereto shall be relieved of any further liability to each other except as specifically set forth herein. If Buyer fails to terminate this Agreement during the Feasibility Period, the conditions specified in this paragraph shall be deemed satisfied and the Earnest Deposit shall be thereupon non-refundable to Buyer, except as otherwise provided herein. On the Effective Date, Buyer and Seller shall confirm in writing that date upon which the Feasibility Period shall expire.

4. BUYER'S OBJECTION TO SURVEY AND TITLE; DEFECTS IN SURVEY AND/OR TITLE. If Buyer delivers to Seller Buyer's written objections to any Survey and/or title matter on or before the last day of the Feasibility Period, Seller shall have thirty (30) days from the receipt of same either to remove all such defects or objections or to provide assurances acceptable to Buyer that same will be removed at or before Closing; mortgages, deeds of trust or other liens securing



undisputed liquidated obligations shall be discharged before or at Closing by Seller. If Seller is unable or unwilling to cure (or provide assurances with respect to) any and all such defects or objections to Buyer's sole satisfaction within the thirty (30) day period, Seller shall give Buyer written notice thereof within ten (10) days of receiving Buyer's written notice and Buyer may, at its option and as its sole remedy, notwithstanding anything herein contained to the contrary either: (a) terminate this Agreement in accordance with Paragraph 17 by giving Seller written notice of such termination; (b) cure such defects or objections at its own expense and proceed to Closing with no reduction in the Purchase Price; or (c) waive such defects, with no reduction in the Purchase Price. If Seller does not give such notification within the ten (10) day period, (x) Seller shall be deemed to have agreed to cure all such title and Survey defects or objections to Buyer's reasonable satisfaction on or before Closing at Seller's sole expense, or (y) at its option Buyer shall have the right to terminate this Agreement in accordance with Paragraph 17. From and after the Effective Date, Seller shall not further encumber the title to the Property without Buyer's prior written consent, which consent may be withheld in Buyer's sole discretion, except that encumbrances that attach by operation of law, such as liens for real estate taxes, but not liens arising from Seller's own act, will not violate this provision.

5. CLOSING. Except as the same may be postponed pursuant to any provisions hereof, Closing shall be completed via overnight express courier in coordination with Buyer's title company, not later than thirty (30) days following the latter of the Buyer's closing on its purchase of the Port Authority Property adjacent to the Property, or the satisfaction of all Buyer's Contingencies as detailed in Paragraph 11 (the "Closing Date"). As of the Closing Date, the Property shall not be in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above, or about the Property, nor shall there be any outstanding or accruing fines as a result of any such violations. ~~Should there be any such outstanding or accruing fines due any governmental agency as of the Closing Date, (i) Buyer may pay such fines at Closing and the Purchase Price reduced by such amount, or (ii) at its option,~~ Buyer shall have the right to terminate this Agreement in accordance with Paragraph 17.

2/8/07  
R/B

6. PRORATIONS AND ADJUSTMENTS AT CLOSING. Ad valorem and similar taxes assessed against the Property shall be prorated between Seller and Buyer at the time of Closing on the basis of a 365-day year. Prorations shall be based upon the current year's taxes and assessments, if available, or upon figures for the last preceding year, in which event Buyer and Seller shall readjust the prorations when the current year's taxes and assessments become available. Any special assessments applicable to the Property or installments due on or before closing and any "rollback" or other similar assessments or taxes which apply on a change in use of the Property, if any, shall be paid by Seller.

7. TRANSACTION COSTS. Seller shall pay the cost of preparing the Deed, as defined below, and the grantor's tax. Buyer shall pay all other costs incurred in the recordation of the Deed. The cost of the commitment and any title policy, the cost of any survey and any other expenses customarily charged in connection with similar transaction shall be paid by Buyer. Each party shall pay

its own attorneys' fees.

8. DEED AND OTHER DOCUMENTS REQUIRED FOR CLOSING.

a. At Closing, Seller shall deliver the following:

- i. A general warranty deed with the English covenants of title (the "Deed") conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens and encumbrances, of record except (i) the property taxes not yet due and payable, and (ii) any easements, reservations and restrictions of record, except easements not adversely affecting the marketability of title or adversely affecting the use of the Property by the Buyer:
- ii. A Certification of Non-Foreign Status Affidavit:
- iii. A standard title insurance company form of owner's affidavit to induce the deletion from the commitment of any exception for parties in possession and for mechanics' or materialmen's liens caused by or arising from work authorized by Seller; and
- iv. Any other documents reasonable requested by Buyer or Buyer's title company.

b. At Closing Buyer shall pay Seller the remaining Purchase Price, less any adjustments or additional deposits received described herein, as provided in Paragraph 2.

9. POSSESSION. Seller shall deliver to Buyer on the day of Closing full possession of the Property.

10. CONDEMNATION. If any taking of the Property or any portion thereof pursuant to the power of eminent domain is proposed or occurs prior to Closing, Buyer may in its sole and absolute discretion either: (i) terminate this Agreement in accordance with Paragraph 17 by giving Seller written notice thereof; or (ii) proceed to Closing, in which event, at Buyer's option, Seller shall assign to Buyer all proceeds, awards, judgments and any other payments inuring or accruing to the benefit of Seller from such taking or sale in lieu thereof.

11. BUYER'S CONTINGENCIES. Notwithstanding anything contained herein, Buyer's obligation to purchase the Property shall be conditioned upon the complete satisfaction, as determined by Buyer's sole and absolute discretion, of the following (collectively, the "Buyer's Contingencies"):

a. Buyer shall have received written notice that the New Jersey Department of Environmental Protection ("DEP") has approved Buyer's plans for and purchase of the Property given statutory and regulatory requirements under the New Jersey Industrial Site Recovery Act ("ISRA")

Exhibit C

Developer's Certificate of Formation and List of Members.

and other DEP permitting and approvals.

b. The representative and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date as though such representations and warranties had been made on the Closing Date.

c. Buyer, at its expense, shall apply for and have received all necessary and required approvals and permits including zoning, subdivision, conditional and/or special use permits, amendment of proffers, approval of easements, erosion control and storm drainage plans from the appropriate governing authorities (the "Project Approvals") fully enabling Buyer to develop the Property in accordance with its plans. (the "Project").

d. Seller shall have resolved to Buyer's satisfaction, in Buyer's sole and absolute discretion, any and all violations of zoning ordinances, building codes or other applicable laws relating to the Property.

e. Buyer shall have closed on Buyer's purchase from the Bridgeton Municipal Port Authority (the "Authority") of the property the Authority owns at 10, 100, 119, and 121 Grove Street, as well as other adjacent parcels (the "Port Authority Property").

12. REPRESENTATIONS AND WARRANTIES OF SELLER. As an inducement to Buyer to consummate the transaction contemplated by this Agreement, Seller represents and warrants to Buyer as follows (which representations and warranties shall also be true as of the Closing:

a. Seller is a limited liability company and duly organized and in good standing under the laws of the State of New Jersey.

b. Seller has the right, power and authority to enter into this Agreement and cause the Property to be sold in accordance with the terms and conditions hereof. All requisite entity action necessary to authorize Seller to enter into this Agreement and to perform its obligations hereunder has been taken.

c. Seller has good and marketable fee simple title to the Property and the right and ability to convey the Property and perform the obligations of Closing hereunder;

d. There are no leases or other rights of parties in possession with respect to the Property;

e. Seller is not a part to any litigation, and is unaware of any pending or threatened litigation, which arises from or affects the Property, including without limitation, any eminent domain or condemnation proceedings.

f. Seller has no knowledge of any special assessments against the Property or any planned public improvements which may result in a special assessment against the Property;

g. No bankruptcy or insolvency proceedings are pending or contemplated by or against Seller;

h. Seller and Buyer acknowledge that Buyer has received notices of any violations of certain zoning ordinances, building codes or other applicable laws relating to the Property. As of the Closing Date, the Property shall not be in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above, or about the Property, including, but not limited to, soil and groundwater conditions.

i. Seller, nor to the best of Seller's knowledge, any third party, has used, generated, manufactured, stored, released or disposed of, on, under, above or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials.

j. Seller shall reasonably cooperate with Buyer in the rezoning and Project Approvals and Buyer's Contingencies process.

k. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors or assigns.

The representations and warranties set forth in this Paragraph 12 shall survive Closing for a period of two (2) years.

13. REPRESENTATION AND WARRANTIES OF BUYER. As an inducement to Seller to consummate the transaction contemplated by this Agreement, Buyer represents and warrants to Seller as follows (which representations and warranties shall also be true as of the Closing):

a. Buyer is a Virginia limited liability company and duly organized and in good standing under the laws of the Commonwealth of Virginia:

b. Buyer has the right, power and authority to enter into this Agreement and cause the Property to be purchased in accordance with the terms and conditions hereof. All requisite partnership and corporate actions necessary to authorized Buyer to enter into this Agreement and to perform its obligations hereunder have been taken; and

c. Buyer has sufficient financial and asset resources to allow it to consummate the transaction described in this Agreement.

14. ASSIGNMENT. Buyer may assign this Agreement to any person, firm, partnership,

corporation or other entity.

15. OBLIGATIONS OF SELLER. Seller agrees with Buyer that from the Effective Date until Closing or earlier termination of this Agreement, Seller shall:

a. Advise Buyer promptly of any litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Property, which is instituted or threatened after the Effective Date;

b. Not take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants, or agreements of Seller contained in this Agreement and;

c. Not take any action or permit any action to be taken which would change the physical characteristics of the Property without Purchaser's prior written consent.

16. DEFAULT. If Seller fails to comply with any one or more of the terms or conditions of this Agreement, Buyer at its sole option may: (a) terminate this Agreement by notice to Seller on or before the Closing Date in which event the Earnest Deposit shall be returned to Buyer, (b) waive such failures and proceed to Closing, (c) seek specific performance of the obligation to convey the Property as provided in this Agreement, or (d) cure Seller's default at Seller's cost, provided Seller has been given notice, and an opportunity to cure, such default. If Buyer shall fail to comply with any one or more of the terms or conditions of this Agreement, Seller may terminate this Agreement, with notice, and may retain all deposit(s) as its sole and exclusive damages. None of the provisions of this Agreement shall be considered waived by any party hereto unless such waiver is given in writing signed by both parties. The failure of any party to insist upon strict performance of any of the terms or conditions hereof, or failure or delay to exercise any right provided herein or by law, shall not be deemed with waiver of any rights of any parties hereto.

17. TERMINATION BY BUYER. If any condition set forth in Paragraph 11 cannot or will not be satisfied prior to the Closing Date, or any of the Feasibility Period requirements set forth in Paragraph 3 cannot or will not be satisfied during the Feasibility Period, or upon the occurrence of any other event that would entitle Buyer to terminate this Agreement, Buyer, at its option, may elect either: (i) to terminate this Agreement, in which event the Earnest Deposit or the Deposits and any additional deposits provided for herein, including all interest thereon, shall be forthwith returned by the Escrow Agent to the Buyer and all other rights and obligations of the Seller and the Buyer hereunder shall terminate immediately, except for any liability pursuant to any indemnity provisions of Paragraphs 3 and 19; or (ii) to waive its right to terminate and, instead, to proceed to Closing.

18. TERMINATION BY SELLER. If, prior to Closing, Buyer defaults in performing any of its obligations under this Agreement (including its obligation to purchase the Property), and fails to cure such default within thirty (30) days of notice from Seller, Seller's sole remedy for such default shall be to terminate this Agreement, in which event the Earnest Deposit or the

Deposits and any additional deposits provided for herein, together with all interest thereon, shall be paid to Seller by Escrow Agent. Seller and Buyer agree that, in the event of such a default, the damages that Seller would sustain as a result thereof would be difficult if not impossible to ascertain. Therefore, Seller and Buyer agree that, the Earnest Deposit or the Deposits and any additional deposits provided for herein, together with all interest thereon, shall serve as full and complete liquidated damages and as Seller's sole and exclusive remedy.

19. INDEMNIFICATION.

a. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims, costs, penalties, damages, losses, liabilities and expenses (including reasonable attorneys' fees) that may at any time be incurred by Buyer, whether before or after Closing, as a result of any breach by Seller of any of its representations, warranties, covenants or obligations set forth herein or in any other document delivered by Seller pursuant hereto.

b. Buyer hereby indemnifies and holds Seller harmless from and against any and all claims, costs, penalties, damages, losses, liabilities and expenses (including reasonable attorneys' fees) that may at any time be incurred by Seller, whether before or after Closing, as a result of any breach by Buyer of any of its representations, warranties, covenants or obligations set forth herein or in any other document delivered by Buyer pursuant hereto. Buyer also hereby indemnifies, defends and holds the Seller and its officers, employees, agents, servants, tenants, contractors, licensees, invitees, successors and assigns harmless from and against any and all claims, suits, causes of action, proceedings, losses, fines, injuries, penalties, liabilities costs, expenses, claims, demands or damages including, but not limited to, reasonable fees and costs of attorneys, consultants and experts, asserted against or incurred by Seller and associated with any damage caused or allegedly caused to the Property or any person or persons, including Seller, Buyer, Buyer's Representatives or by any representatives, agents, contractors, servants, licensees, invitees or employees of the Buyer's Representatives, that in any manner arise out of, in connection with or as a result of Buyer's inspection of the Property, preparation of surveys, examinations, measurements, engineering studies and any other activities related to the use and development of the Property as Buyer may desire to make during the Feasibility Period. The provisions of this Paragraph 19(b) shall survive the Closing or the termination of this Agreement for any reason whatsoever.

20. RISK OF LOSS. Until Closing, the risk of loss or damage to the Property or any portion thereof by fire or other casualty is assumed by the Seller. If such loss or damage materially or adversely affects Buyer's intended use and development of the Property, Buyer may in its sole and absolute discretion either: (i) terminate this Agreement in accordance with Paragraph 17 by giving Seller written notice thereof; or (ii) proceed to Closing, in which event, at Buyer's option, Seller shall assign to Buyer all forms of proceeds, including without limitation proceeds from any and all insurance, awards, judgments and any other payments inuring or accruing to the benefit of Seller from such casualty.

21. NOTICES. All notices required or permitted hereunder shall be delivered by hand or sent by certified mail, return receipt requested, Federal Express or other comparable overnight delivery service and shall be addressed as follows:

If to Seller: Mr. Bob Reyers  
R & R Holding Company, LLC  
Suite 245  
13334 Polo Club Road  
Wellington, FL 33314

If to Buyer: John Marcus Hirth  
Manager  
Spring Rain, LLC  
700 E. Main Street; Suite 1643  
Richmond, Virginia 23219

or to such other address or addresses of which the party(ies) may advise the other party (ies) from time to time pursuant to the provisions of this paragraph. Any such notice shall be deemed given on the date indicated on the return receipt or delivery service records as having been given.

22. BROKERS. Seller and Buyer represent and warrant that there are no other real estate brokers or agents of record in this transaction. Seller and Buyer each agree to hold the other harmless against any claim made for brokerage commissions or finders' fees.

23. LEASE OF PROPERTY. Buyer shall have the option to lease all or a portion of the Property per the terms of the Lease Agreement attached as Exhibit C. If not attached as agreed-to by the parties as of execution of this Agreement, the Lease Agreement shall be finalized by Buyer and Seller not later than one hundred and eighty (180) days following the Effective Date.

24. ELECTION TO EXCHANGE IN LIEU OF SALE. Buyer or Seller may elect to exchange Property for other real estate of a like kind in accordance with Section 1031 of the Internal Revenue Code of 1986 as amended (the "Code"). To the extent possible, the provisions of this paragraph, the party electing to exchange Property shall provide the other with a written statement stating its intent to enter into an exchange at least five (5) days prior to Closing. Either party's election to exchange, rather than sell or buy the Property for other real estate of a like kind shall be at no cost or liability to the other.

25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and replaces any prior agreement. No statement, promise or inducement made by any party or agent thereof, unless contained herein, shall be binding or valid. This Agreement may be changed only by an agreement in writing signed by Seller and Buyer.



26. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof. Paragraph headings throughout this Agreement are solely for the convenience of the parties and are intended to have no legal meaning in and of themselves. Where the context requires, the masculine, feminine and neuter genders may be substituted for one another, as may be the singular for the plural number, and vice versa. If the date on which an obligation is due falls on a Saturday, Sunday or national holiday, for all purposes of this Agreement, the obligation shall not be deemed due until the next business day. This Agreement may be executed in a number of identical counterparts, each of which shall be an original for all purposes and constitute but one agreement.

27. EXPIRATION OF TIME PERIODS. If the final day of any period of time set out in any provision of this Agreement falls on a Saturday, Sunday or national holiday, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or national holiday.

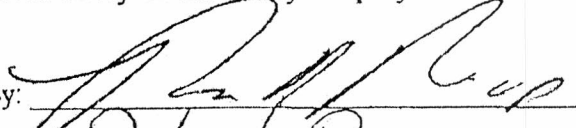
28. ACCEPTANCE OF OFFER. This Agreement must be executed by Seller and delivered to Buyer no later than 5:00 p.m. EST, on Friday, June 22, 2007, or else the offer set forth herein shall be void. As used herein, the term "Effective Date" shall mean the last date upon which this Agreement was executed by the latter of Buyer or Seller.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representative, executed this Agreement as of the date first above written.

*Signatures appear on next page*

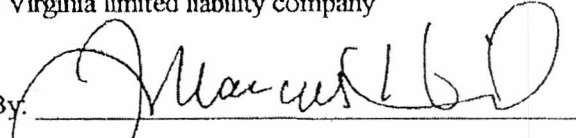
**SELLER**

R & R HOLDING COMPANY, LLC,  
a New Jersey limited liability company

By:   
Name: Robert Royers  
Title: VP  
Date: 6-19-07

**BUYER**

SPRING RAIN, LLC  
a Virginia limited liability company

By:   
Name: J. Marcus Hirth  
Title: Member  
Date: 6/14/07

**EXHIBIT A**

Property Description



EXHIBIT J

AGREEMENT OF SALE WITH RESPECT TO PARCELS KNOWN AS  
BLOCK 132, LOT 1, 1.01, BLOCK 132, LOT 2, BLOCK 132, Lot 3,  
AND BLOCK 146, LOT 1 AND 1.01

Exhibit K  
Mortgage

①

R:4-3-02

PREPARED BY: Mail  
AFTER RECORDING RETURN TO:  
Loan Acquisitions S. 1850E  
National Mortgage Co.  
900 SW Fifth Ave. #1850  
Portland, OR 97204

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Bank One, NA formerly known as the First National Bank of Chicago, as Trustee under that certain Pooling and Servicing Agreement, dated as of November 1, 1994, for RTC Commercial Mortgage Pass-Through Certificates, Series 1994-C2 ("Assignor") does hereby quitclaim, sell, assign, transfer and convey to the following assignee ("Assignee"):

*National Mortgage Co., 900 SW Fifth Ave Suite 1850, Portland, OR 97204-1298*

all of its right, title and interest in and to that certain Mortgage described below, together with (and solely to the extent such Mortgage secures) the indebtedness currently due and to become due under the terms of the promissory note or evidence of indebtedness secured thereby.

This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

Grantor Name(s): Bridgeton Municipal Port Authority  
Date of Instrument: December 8, 1988  
Date of Recording: December 21, 1988  
Book/Volume: 1309 Page/Folio: 057  
Place of Recording: Cumberland County, NJ

**Lots 1 & 1.01, Block 146, City of Bridgeton, Cumberland County, New Jersey.**

Dated this 7 day of March, 2002.

BANK ONE, NA FORMERLY KNOWN AS THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER THAT CERTAIN POOLING AND SERVICING AGREEMENT, DATED AS OF NOVEMBER 1, 1994, FOR RTC COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 1994-C2

By: Melissa G. Weisman  
Name: **MELISSA G. WEISMAN**  
Its: **VICE PRESIDENT**

STATE OF New York )  
 )  
COUNTY OF New York )

On March 7, 2002, before me personally appeared Melissa Weisman, Vice President of Bank One, NA formerly known as the First National Bank of Chicago, as Trustee under that certain Pooling and Servicing Agreement, dated as of November 1, 1994, for RTC Commercial Mortgage Pass-Through Certificates, Series 1994-C2, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
Signature: [Signature]

MARK E. DAVIS  
Notary Public, State of New York  
Reg. No. 01DA804468  
Qualified in New York County  
Commission Expires March 23, 2002



1309-57

Instr# 79391 AOM Gloria Noto  
Recorded/Filed PMR Cumberland County Clerk  
04/03/2002 10:23 Bk 297 Pg 109 BANK

ol







**Cumberland County Document Summary Sheet**

P: 4-24-06

CUMBERLAND COUNTY 60 WEST BROAD STREET BRIDGETON NJ 08302	Instrument Number 235733
	Return Address (for recorded documents) NATIONAL LOAN ACQUISITIONS COMPANY 4004 KRUSE WAY PLACE STE 290 LAKE OSWEGO OR 97035

Official Use Only  GLORIA NOTO, CTY CLK CUMBERLAND COUNTY, NJ  INSTRUMENT NUMBER 235733 RECORDED ON April 24, 2006 12:40 pm BOOK:3500 PAGE:6833  KH	No. Of Pages (excluding Summary Sheet)	1
	Recording Fee (excluding Transfer Tax)	\$40.00
	Realty Transfer Tax	\$0.00
	Amount Charged (Check # 3496)	\$40.00
	Document Type	ASSIGN MTG
	Parcel Information	Block  Lot
	First Party Name	AVIS L CHIAPUZIO REVOCABLE TRU
	Second Party Name	NATIONAL LOAN ACQUISITIONS COM
	Bar Code	_____
	ADDITIONAL STAMPINGS	_____

Additional Information (Official Use Only)

---

\* DO NOT REMOVE THIS PAGE.  
 COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF CUMBERLAND COUNTY FILING RECORD.  
 RETAIN THIS PAGE FOR FUTURE REFERENCE.

PREPARED BY/  
AFTER RECORDING RETURN TO:  
National Loan Acquisitions Company  
4004 Kruse Way Place, Suite 290  
Lake Oswego, OR 97035

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Avis Chlapuzio Trustee ("Assignor") does hereby grant, bargain, sell, assign, transfer and convey to the following assignee ("Assignee"):

National Loan Acquisitions Company  
P.O. Box 1449, Tualatin, OR 97062

All of its right, title and interest in and to the certain Mortgage described below, which Mortgage encumbers the real property more particularly described therein, together with (and solely to the extent such Mortgage secures) the indebtedness currently due and to become due under the terms of the promissory note or evidence of indebtedness secured thereby.

This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

Borrowers Names: Bridgeton Municipal Port Authority  
Date of Instrument: December 8, 1988  
Date of Recording: December 21, 1988  
Book/Volume: 1309  
Page/Folio: 057  
Place of Recording: Cumberland County, NJ

Legal Description: Lots 1 & 1.01, Block 146, City of Bridgeton, Cumberland County, New Jersey

Dated this 28 day of March, 2006

Avis L. Chlapuzio Revocable Trust  
c/o Doug Chlapuzio

By: Avis L. Chlapuzio  
Avis L. Chlapuzio

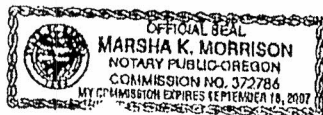
STATE OF OREGON )

COUNTY OF Multnomah )

On 3/28/06, before me personally appeared Avis L. Chlapuzio, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Marsha K. Morrison



OK

b: 146  
c: 1+1.01

R: 4-21-88

104537  
1988  
U.S. PENDENS filed Jan 22 1988 on bill of sale of Chicago  
Compl: vs. Bridgeton Municipal Port Authority for the foreclosure of this Mortgage  
Bill Filed  
Yellow Notes  
County Clerk

U.S. PENDENS filed May 21 1987 on bill of sale of Chicago  
Compl: vs. Bridgeton Municipal Port Authority for the foreclosure of this Mortgage  
Bill Filed  
Yellow Notes  
County Clerk

104 - NOTE MORTGAGE  
1987  
BK 1309PG057  
A008 BT-1  
Copyright © 1987 by ALL-STATE LEGAL SUPPLY CO.  
One Commerce Drive, Cranford, N.J. 07016

# MORTGAGE

Prepared by: (Print name of signatory below)  
*John A. Casarow, Jr.*  
JOHN A. CASAROW, JR.

This Mortgage is made on December 8, 19 88.

BETWEEN the Borrower(s) BRIDGETON MUNICIPAL PORT AUTHORITY, a municipal body politic organized and existing under the Municipal Port Authority Law N.J.S.A., 40:68A-29 et seq.

whose address is 10 Grove Street, Bridgeton, N. J. referred to as "I".

AND the Lender SECURITY SAVINGS BANK, SIA

a New Jersey Corporation,

whose address is 818 Landis Avenue, Vineland, N. J. referred to as the "Lender".

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

Mortgage Note. In return for a loan that I received, I promise to pay \$ 000,000.00 (called "principal"), plus interest in accordance with the terms of a Mortgage Note dated December 8, 19 88 (referred to as the "Note"). The Note provides for monthly payments of \$ 866 attached and a yearly interest rate of 8.88%. All sums owed under the Note are due no later than December 8, 2013. All terms of the Note are made part of this Mortgage. All the terms of the loan agreement executed between the parties dated of even date herewith are made a part of this mortgage.

Property Mortgaged. The property mortgaged to the Lender (called the "Property") is located in the County of Bridgeton and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that I have, or will have, as owner of the Property. The legal description of the property is:

ALL THAT CERTAIN tract or parcel of land situate in the City of Bridgeton, County of Cumberland, State of New Jersey, more particularly described in accordance with a plan entitled, "Plan of Survey for Bridgeton Municipal Port Authority, situate in the City of Bridgeton, County of Cumberland, N.J., by John G. Reutter Associates, dated June 6, 1985"

BEGINNING at a point, said point being an iron bar with cap set at the southwesterly corner of Grove Street (50 feet wide) and Henry Street (50 feet wide), and extending;

Thence (1) S14°36'22"E, along the westerly line of Grove Street, a distance of 226.00 feet to an iron bar with cap and corner to Lot 2, said Tax Map;

Thence (2) S75°23'38"W, along said lot, and crossing over another iron bar with cap set 390.00 feet from said Grove Street, a total distance of 535.00 feet to a point in the exterior line for solid filling established by the Commissioners approved under authority of the act entitled, "An Act to ascertain the rights of the State and of the Riparian owners in the lands lying under the waters of the Bay of New York and elsewhere in the State" approved April 11, 1864 and the supplement thereto;

Thence (3) in a northwesterly direction along said exterior line for solid filling, and measured along a curve with a radius of 840.00 feet and curving to the left, an arc distance of 232.88 feet to a point in the southerly line of Henry Street, as shown on said Tax Map;

Thence (4) N75°23'38"E, along said southerly line of Henry Street, a distance of 588.00 feet to a point and place of beginning.

Containing 2.88 acres ±.

ASSIGNMENT - SEE RELEASE & ASSIGNMENT OF MORTGAGE  
BOOK NO. 181 PAGE 204 DATE NOV 28 1995  
ASSIGNED TO WELLS FARGO BANK OF MICHIGAN  
CLERK ALVIN TATE

U.S. PENDENS filed April 24 1995 on bill of sale of Chicago  
Compl: vs. Bridgeton Municipal Port Authority for the foreclosure of this Mortgage  
Bill Filed  
Yellow Notes  
County Clerk V

*H. Anderson*

EX 1309PG058

BEING known as Lots 1 and 1.01, Block 146, of the Tax map of the City of Bridgeton, in accordance with provisions of Chapter 157, Laws of 1977.

SUBJECT to easements, conditions, restrictions and covenants of record.

BEING the same Land and premises which Dominick Sorantino, Jr. and Rose Sorantino, his wife, conveyed to Bridgeton Municipal Port Authority by deed dated June 24, 1983, which deed is recorded on June 27, 1983 in the Cumberland County Clerk's Office in Book 1559 of Deeds Page 267 &c.

TOGETHER with and subject to the terms and conditions as contained in the riparian grant from the State of New Jersey to the Cohansey Glass Manufacturing Co. dated June 13, 1882 and which is recorded on October 12, 1882 in the Cumberland County Clerk's Office in Book 168 page 37 &c.

ADDITIONAL TERMS

The mortgage and the accompanying note herein in the amount of EIGHT HUNDRED THOUSAND (\$800,000.00) DOLLARS as the initial principal amount, shall be repaid by the Borrower to the Lender over a term of twenty-five years from the date of these documents, together with interest on the outstanding amounts due at a rate per annum equal to One (1.0%) per cent over the Lender's reference rate, which shall be the prime lending rate as established and posted by Chasa Manhattan Bank N.A., and interest shall be computed based upon a three hundred sixty (360) day year of twelve (12) thirty (30) day months; said interest rate shall be adjusted every three years and the initial interest rate shall be determined as of the date of settlement and shall be adjusted every three years thereafter.

Rights Given to Lender. I mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

Promises. I make the following promises to the Lender:

1. Note and Mortgage. I will comply with all of the terms of the Note and this Mortgage.
2. Payments. I will make all payments required by the Note and this Mortgage.
3. Ownership. I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.
4. Liens and Taxes. I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

ASSIGNMENT - SEE RELEASE & ASSIGNMENT OF MORTGAGE

BOOK NO. 291 PAGE 109 DATE 10/10/83

ASSIGNED TO [Handwritten Name] CLERK

ASSIGNMENT - SEE RELEASE & ASSIGNMENT OF MORTGAGE

BOOK NO. 291 PAGE 110 DATE 10/10/83

ASSIGNED TO [Handwritten Name] CLERK

Vertical text on the right margin, including "CLERK" and other administrative markings.

BK 1309PG059

5. Insurance. I must maintain extended coverage insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the Note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.

6. Repairs. I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.

7. Statement of Amount Due. Upon request of the Lender, I will certify to the Lender in writing: (a) the amount due on the Note and this Mortgage, and (b) whether or not I have any defense to my obligations under the Note and this Mortgage.

8. Rent. I will not accept rent from any tenant for more than one month in advance.

9. Lawful Use. I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

eminent Domain. All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.

Tax and Insurance Escrow. If the Lender requests, I will make regular monthly payments to the Lender of: (a) 1/2 of the yearly real estate taxes and assessments on the Property; and (b) 1/2 of the yearly cost of insurance on the Property. Those payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.

Payments Made for Borrower(s). If I do not make all of the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of these repairs and payments will be added to the principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

Default. The Lender may declare that I am in default on the Note and this Mortgage if:

- (a) I fail to make any payment required by the Note and this Mortgage within 30 days after its due date;
- (b) I fail to keep any other promise I make in this Mortgage;
- (c) the ownership of the Property is changed for any reason;
- (d) the holder of any lien on the Property starts foreclosure proceedings; or
- (e) bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers.

Payments Due Upon Default. If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.

Lender's Rights Upon Default. If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- (a) take possession of and manage the Property, including the collection of rents and profits;
- (b) have a court appoint a receiver to accept rent for the Property (I consent to this);
- (c) start a court action, known as foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; and
- (d) sue me for any money that I owe the Lender.

Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage. Address changes may be made upon notice to the other party.

No Waiver by Lender. Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

Each Person Liable. This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

Copy Received. I ACKNOWLEDGE RECEIPT OF A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

Signatures. I agree to the terms of this Mortgage. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

BRIDGETON MUNICIPAL PORT AUTHORITY

Donald H. Rainear, Chairman (Seal)

Secretary (Seal)



Attested by: *[Signature]*  
BOYKIN Secretary

ASSIGNMENT - SEE RELEASE & ASSIGNMENT OF MORTGAGE  
BOOK NO. 300 PAGE 297 DATE 11/11/2002  
ASSIGNED TO *[Signature]* CLERK

ASSIGNMENT - SEE RELEASE & ASSIGNMENT OF MORTGAGE  
BOOK NO. 3500 PAGE 1083 DATE 11/11/2006  
ASSIGNED TO *[Signature]* CLERK

235733

BK 13090060

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND SS.:  
I CERTIFY that on December 8, 1988

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):  
(a) is named in and personally signed this document; and  
(b) signed, sealed and delivered this document as his or her act and deed.

(Print name and title below signature)

STATE OF NEW JERSEY, COUNTY OF CUMBERLAND SS.:  
I CERTIFY that on December 8, 1988

PAULINE BOYKIN  
personally came before me, and this person acknowledged under oath, to my satisfaction, that:  
(a) this person is the secretary of BRIDGETON MUNICIPAL PORT AUTHORITY the corporation named in this document;  
(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is DONALD H. RAINEAR the President of the corporation;  
(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by its proper resolution of its Board of Directors;  
(d) this person knows the proper seal of the corporation which was affixed to this document;  
(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on December 8, 1988

*[Handwritten signature]*  
Atty at Law

*[Handwritten signature]*  
PAULINE BOYKIN, Secretary



**NOTE MORTGAGE**

Dated: December 8, 1988

BRIDGETON MUNICIPAL PORT AUTHORITY, a municipal body politic organized and existing under the Municipal Port Authority Law N.J.S.A. (Normants), 40:68A-29 et seq. to SECURITY SAVINGS BANK, SLA a New Jersey Corporation, (Lenders).

Conty, Rec + Rec do  
CONTINENTAL TIRE INS CO.  
P.O. BOX 817  
+ BRIDGE TOW. NJ 08312  
343599 BL

7100  
0222931

ADMITTED TO RECORD  
CUMBERLAND COUNTY, N.J.

88 DEC 21 AM 10:41

MORTGAGE BK 1309 PAGE 597c

To the County Recording Officer of

County:

This Mortgage is subject to the authority of the County Clerk

Dated

19

(Seal)  
Lender

I certify that the signature of the Lender is genuine.

BK 13090060

104537

BR0184PG262

6.3.8.95

Prepared by Vincent Anderson  
and after registration submit to:  
AMERICAN ASSIGNMENT SERVICES  
6300 NB 14 Ave., Suite 702  
P.O. Leventerich, FL 33534

ASSIGNMENT OF MORTGAGE

Control #: 18073  
Loan #: 160201882  
Pin #: 1287

This Assignment of Mortgage is made and entered into as of the 29th day of November, 1994, from Resolution Trust Corporation acting in its capacity as Conservator or Receiver for Security Federal Savings Bank, or in its corporate capacity as successor in interest to Resolution Trust Corporation as Receiver for said Institution (the "Assignor"), whose address is 801 17th Street, N.W., Washington, D.C. 20434, to The First National Bank of Chicago whose address is 1 First National Plaza, Suite 0126, Chicago, IL 60670, as Trustee under that certain Pooling and Servicing Agreement dated as of November 1, 1994, for RTC Commercial Mortgage Pass-Through Certificates, Series 1994-C2, (its "Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, assign, convey, transfer and set over unto the Assignee, its successors, transferees, and assigns forever, all of the rights, title and interest owned or held by said Assignor in and to the following mortgage described therein, duly recorded in the Office of the County Recorder of CUMBERLAND County, State of NEW JERSEY, as follows:

That certain mortgage dated 12/08/88 made by BRIDGETON MUNICIPAL PORT AUTHORITY to SECURITY SAVINGS BANK, S.L.A, securing a promissory note of even date therewith, in the original principal sum of \$800,000.00 and recorded on 12/21/88 in the Official Record Book 1309, Page 057, of CUMBERLAND County.

Together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby, and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges.

This Assignment is made without recourse, representation or warranty.

Witness: Resolution Trust Corporation as Conservator or Receiver for Security Federal Savings Bank, or in its corporate capacity as successor in interest to Resolution Trust Corporation as Receiver for said Institution

By: A.H. Smith  
Name: A.H. Smith

By: T.J. Long  
Name: T.J. Long  
Its Attorney-in-Fact

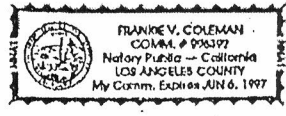
STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS:

On November 2, 1994, before me, the subscriber, personally appeared T.J. Long, who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that (s)he is Attorney-in-Fact for Resolution Trust Corporation acting in its capacity as Conservator or Receiver for Security Federal Savings Bank, or in its corporate capacity as successor in interest to Resolution Trust Corporation as Receiver for said Institution, a corporation organized under the laws of the United States, the corporation named in and the person who executed the within instrument, and I having first made known to him/her the contents thereof, (s)he did acknowledge that (s)he executed the same as his/her act and deed, and as the act and deed of said corporation, for the uses and purposes therein expressed.

My commission expires: 6/6/97

Frankie V. Coleman  
Notary Public

SEAL



POOR COPY



BK0184PG263

JOINDER

RESOLUTION TRUST CORPORATION, acting in its capacity as Conservator or Receiver for Security Federal Savings Bank, hereby assigns, conveys and transfers to Assignee any and all interest it may have in the above referenced Mortgage and hereby joins in the assignment to the Assignee of the interests described herein, without recourse, representation or warranty.

Witness:

Resolution Trust Corporation as Conservator or Receiver for Security Federal Savings Bank

By: A.H. Smith  
Name: A.H. Smith

By: T.J. Long  
Name: T.J. Long  
Its Attorney-in-Fact

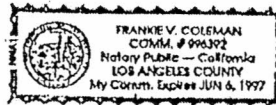
STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS:

On November 8, 1994, before me, the subscriber, personally appeared T.J. Long, who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that (s)he is Attorney-in-Fact for Resolution Trust Corporation acting in its capacity as Conservator or Receiver for Security Federal Savings Bank, a corporation organized under the laws of the United States, the corporation named in and the person who executed the within instrument, and I having first made known to him/her the contents thereof, (s)he did acknowledge that (s)he executed the same as his/her act and deed, and as the act and deed of said corporation, for the uses and purposes therein expressed.

My commission expires: 6/6/97

Franke V. Coleman  
Notary Public

SEAL



160731210 [unclear]

POOR COPY

BK0184PG264

95 02816

ADMITTED TO RECORD  
MAY 21 1955

95 MAR -8 AM 8:43

*Blair - Motor*  
RELEASE & ASSIGNMENT  
SK *187* PG *264* &c

1304-57  
*of 87*

NAME OF PAPER:  
ASSIGNMENT

BETWEEN:  
ETC AS CONSERVATOR OR RECEIVER  
THE SECURITY FEDERAL SAVINGS BANK

AND:  
THE FIRST NATIONAL BANK OF CHICAGO

*mail:*  
After recordation return to:  
American Assignment Services  
5300 N.E. 1st Avenue, Suite 202  
Fort Lauderdale, FL 33334

POOR COPY