

SETTLEMENT AGREEMENT
RESOLVING LITIGATION IN THE MATTER OF
MT. HOLLY GARDENS CITIZENS IN ACTION, INC., ET AL V. TOWNSHIP OF MT.
HOLLY, ET AL., Case No. 1:08-cv-02584-NLH-JS

This Settlement Agreement (the "Settlement Agreement") is made as of the Effective Date, as this term is hereinafter defined, by and among the **Plaintiffs**, as this term is hereinafter defined, and the **Township of Mount Holly**, a New Jersey municipal corporation, with an address at 23 Washington Street, Mount Holly, NJ 08060 ("**Township**"); **Triad Associates, Inc.**, a New Jersey corporation with an address at 1301 West Forest Grove Road, Vineland, NJ 08360 ("**Triad**") and **Keating Urban Partners, L.L.C.**, a Pennsylvania limited liability company, with an address at The Phoenix Suite 203, 1600 Arch Street, Philadelphia, PA 19103 ("**Keating**"), collectively the defendants. Plaintiffs, the Township, Triad, and Keating are sometimes referred to collectively in this Settlement Agreement as the "**Parties**" and generically as a "**Party**."

RECITALS

WHEREAS, the Plaintiffs have filed an Action captioned Mt. Holly Gardens Citizens in Action, Inc., et al v. Township of Mt. Holly, et al., Case No. 1:08-cv-02584-NLH-JS, against the Township of Mount Holly objecting to the Township's proposal to acquire their Gardens homes pursuant to the Township's Redevelopment Plan, alleging discrimination and violation of their rights under the federal Fair Housing Act, 42 U.S.C. § 3604, and;

WHEREAS, the Township of Mount Holly recognizes that the protracted litigation has resulted in divisions in the community, significant costs to the Township as a whole, and delays in redevelopment in Mount Holly Gardens and the Township as a whole, and desires to enter into a Global Settlement Resolution with the Plaintiffs including a settlement of the litigation referenced above; and

WHEREAS, the terms of the Settlement Agreement also incorporates a Global Resolution, including, but not limited to, a Township of Mount Holly Amended Redeveloper Agreement with Keating Urban Partners, L.L.C., as well as an Additional Redeveloper Agreement with an Additional Redeveloper (collectively, "Redeveloper Agreements"); and

WHEREAS, the Township believes that it is in the best interest of the Mount Holly community as a whole to enter into the Redeveloper Agreements to allow for replacement housing for those Plaintiffs designated as Replacement Group Plaintiffs, and that by entering into this Settlement Agreement the overall redevelopment of the Mount Holly Gardens shall be more expeditious and result in a better community, including ensuring that remaining members of the Gardens community continue to be a vital part of the Mount Holly family of residents; and

WHEREAS, the Township therefore agrees to enter into this Settlement Agreement in lieu of seeking to exercise its rights to enforce the Redevelopment Plan against Plaintiffs and the Plaintiffs agree to waive their objections to the Redevelopment Plan and transfer their Gardens Homes to the Township in accordance with this Settlement Agreement;

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WHEREAS, the Township recognizes the financial impact that resolving the litigation will have, specifically expediting the redevelopment and thereby allowing new residential, commercial and retail properties to be built pursuant to the West Rancocas Redevelopment Plan and allowing new properties to be added to the tax rate base to the Township more quickly;

WHEREAS, the Township has reviewed recommendations and finds that it may be necessary to Bond additional sums of money to complete acquisition of necessary properties to effectuate this Agreement and continue with the West Rancocas Redevelopment Plan, and recognizes that it may need to adopt Bond Ordinances in Order to accomplish these goals;

WHEREAS, the parties acknowledge that previous residents of the Mount Holly Gardens neighborhood who were not plaintiffs in this lawsuit or previously dismissed their claims entered into arms-length transactions with the Township of Mount Holly and previously agreed to and did sell their respective homes and received payment for the same and various other benefits, pursuant to the terms and conditions mutually agreed upon by their individual contracts for sale of the homes and agreement, and that this Agreement sets forth the terms of agreement for the remaining home owners, and that the parties thereby intend this Settlement Agreement to resolve any and all remaining alleged violations of rights under the Fair Housing Act in the West Rancocas Redevelopment Area;

WHEREAS, by entering into the Settlement Agreement, all parties including the Plaintiffs, the Township of Mount Holly, and all other Defendants recognize that settlement is in its best interest and that entering into the Settlement Agreement without admission of liability as to this litigation or related matters is in their respective interests.

WITNESSETH

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Definitions.** When capitalized in this Settlement Agreement, the words and phrases below have the definitions given to them in this Section 1 which are as follows:

1.1 Additional Redeveloper. The "Additional Redeveloper" is the redeveloper contracting with the Township to build 44 homes, twenty of which will be Replacement Homes.

1.2 Additional Redeveloper Agreement. The "Additional Redeveloper Agreement" is the agreement between the Township and the Additional Redeveloper to build forty-four homes, twenty of which will be Replacement Homes.

1.3 Amended Redeveloper Agreement. The "Amended Redeveloper Agreement" is the agreement between the Township and Keating which includes Keating's obligations related to the construction of Replacement Homes.

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1.4 Anticipated Move-in Date. The "Anticipated Move-in Date" is the date the Township expects a given Plaintiff's Replacement Unit will be available for move-in.

1.5 Anticipated Move-in Notice. The "Anticipated Move-in Notice" is the notice the Township shall provide to all Replacement Group Plaintiffs 60 days in advance of the "Anticipated Move-in Date."

1.6 Available Date. The "Available Date" is the date a given Plaintiff's Replacement Unit is available for move-in.

1.7 Double Move Interim Payments. A "Double Move Interim Payment" is a payment a Double Move Plaintiff elects to make to the Township as described in Section 5.9 during the time the Double Move Plaintiff is living in a Temporary Replacement House.

1.8 Double Move Plaintiffs. "Double Move Plaintiffs" are those Plaintiffs who may be required to vacate their current Gardens Homes and reside in Temporary Replacement Houses for a period before their Replacement Units are available, namely Ruth Alvarez and Noel Ortiz, Pedro Arocho, Rita Brooks, Wanda Cruz, Elida Echevarria and Luis Lopez, Nancy Lopez (Beltran), Norman Harris, Joyce Starling, Robert Tigar, and Angel Vera. The details regarding the Temporary Replacement Houses are defined in Section 5.

1.9 Gardens Home. A "Gardens Home" for a given Plaintiff is that Plaintiff's existing home in the Gardens neighborhood of Mount Holly, New Jersey, as of the effective date of this Settlement Agreement. The address of each Plaintiff's Gardens Home is included in Exhibit A.

1.10 Gardens Home Closing. A "Gardens Home Closing" is the closing at which the Township acquires title and possession of a Gardens Home.

1.11 Gardens Home Mortgage. A "Gardens Home Mortgage" for a given Plaintiff is that mortgage(s) dated prior to October 31, 2013 for which that Plaintiff's Gardens Home is collateral and toward which that Plaintiff makes monthly mortgage loan payments. As referenced herein, the amount of the Gardens Home Mortgage is the balance remaining on that mortgage(s) at the time of the Replacement Group Plaintiff's Gardens Home Closing less any fees or charges accruing from October 31, 2013 in the following categories: late fees, any and all charges for failing to comply with the mortgage note, and/or past due interest.

1.12 Gardens Neighborhood. "Gardens Neighborhood" is the area of Mt. Holly Township known as Mount Holly Gardens that has been the subject of this litigation and of which Plaintiffs are either current or former residents. The Gardens Neighborhood is situated within the West Rancocas Redevelopment Area, as defined in the Redevelopment Plan, except that it does not include the area in the northern section of Redevelopment Area which was formerly vacant land and land occupied by a school.

1.13 Immediate Sale Plaintiffs. "Immediate Sale Plaintiffs" are those Plaintiffs who have agreed to a one time financial payment as described in Section 3.

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1.14 Individual Plaintiffs. "Individual Plaintiffs" are Ruth Alvarez, Noel Ortiz, Pedro Arocho, Reynaldo Arocho, Ana Arocho, Rita Brooks, Santos and Beatriz Cruz, Wanda Cruz, Elida Echevarria, Luis Lopez, Rebeca Gonzalez, Carlos Lotuffo, Nancy Lopez (Beltran), Norman Harris, James Potter, Hippolyta Rodriguez, Jessica Romero, Joyce Starling, Robert Tigar, Flavio Tobar, Marlene Tobar, Angel Vera, Charlie Mae Wilson, Leona Wright, Estate of Angelo Nieves, Estate of Vincent Munoz, Estate of Elmira Nixon, George Chambers, Dorothy Chambers, Mattie Howell, Leon Calhoun, Lillian Torres-Moreno (Burgos de Torres), Phyllis Singleton, Bernice Cagle, Rosemary Roberts, Dagmar Vicente, Alandia Warthen, and Sheila Warthen.

1.15 Initial Double Move Plaintiffs. "Initial Double Move Plaintiffs" are those Double Move Plaintiffs who have agreed to move as soon as practicable to another existing home located in the Gardens that is owned or will be purchased by the Township, namely Pedro Arocho, Rita Brooks, Elida Echevarria, Luis Lopez, and Norman Harris. Section 5 contains terms relating to initial double moves.

1.16 Occupancy Needs. "Occupancy Needs" are the requirements for each Replacement Group Plaintiff as to appropriate number of bedrooms and bathrooms and any special requirements related to mobility.

1.17 Parties. "Parties" is defined in the Recitals of this Settlement Agreement.

1.18 Phase I Homes. "Phase I Homes" are four Replacement Homes to be constructed prior to the other homes, in accordance with the terms set out in Section 4.

1.19 Phase I Homes Plaintiffs. "Phase I Homes Plaintiffs" are those Plaintiffs who will be granted a Phase I Home in exchange for their current Gardens Homes as described in Section 4.

1.20 Plaintiffs. "Plaintiffs" include Individual Plaintiffs and Mount Holly Gardens Citizens in Action. A list of Plaintiffs is attached in Exhibit A.

1.21 Redeveloper Agreements. "Redeveloper Agreements" include the Additional Redeveloper Agreement, the Master Redeveloper Agreement for the West Rancocas Redevelopment Area between Keating Urban Partners and the Township of Mount Holly of February 15, 2006 as amended, and the Amended Redeveloper Agreement.

1.22 Redevelopment Area. "Redevelopment Area" is the West Rancocas Redevelopment Area as defined in the West Rancocas Redevelopment Plan, as originally adopted by the Township of Mount Holly in February 2005 and revised on September 18, 2008.

1.23 Redevelopment Plan. "Redevelopment Plan" is the West Rancocas Redevelopment Plan, adopted by the Township, as revised in September, 2008.

1.24 Remaining Double Move Plaintiffs. "Remaining Double Move Plaintiffs" are those Double Move Plaintiffs who are not Initial Double Move Plaintiffs, namely Ruth Alvarez and Noel

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Ortiz, Wanda Cruz, Nancy Lopez (Beltran), Joyce Starling, Robert Tigar, and Angel Vera.

1.25 Replacement Group Plaintiffs. "Replacement Group Plaintiffs" include Single Move Plaintiffs and Double Move Plaintiffs, namely Ruth Alvarez, Noel Ortiz, Pedro Arocho, Reynaldo Arocho, Ana Arocho, Rita Brooks, Santos and Beatriz Cruz, Wanda Cruz, Elida Echevarria, Luis Lopez, Rebeca Gonzalez, Carlos Lotuffo, Nancy Lopez (Beltran), Norman Harris, James Potter, Hippolyta Rodriguez, Jessica Romero, Joyce Starling, Robert Tigar, Flavio Tobar, Marlene Tobar, Angel Vera, Charlie Mae Wilson, and Leona Wright.

1.26 Replacement Home. A "Replacement Home" is the permanent replacement house that the Township agrees to build and make available for each Replacement Group Plaintiff in exchange for a Replacement Group Plaintiff's Gardens Home pursuant to the terms and conditions set forth in Section 4.

1.27 Replacement Home Closing. The "Replacement Home Closing" is the closing at which a Replacement Group Plaintiff obtains title and possession of a Replacement Home.

1.28 Replacement Home Mortgage. A "Replacement Home Mortgage" is the primary loan which will finance a Replacement Group Plaintiff's Replacement Home in the amount equivalent to that Replacement Group Plaintiff's Gardens Home Mortgage (unless the Plaintiff elects to take a greater amount, subject to any limitations otherwise imposed in Section 4.18), subject to any limitations required or necessary by Section 4.15.4 or 4.15.5, and less any Double Move Interim Payment in the case of a Double Move Plaintiff who elects to make a Double Move Interim Payment pursuant to Section 5.9.2.

1.29 Settlement Agreement. "Settlement Agreement" is this settlement agreement.

1.30 Single Move Plaintiffs. "Single Move Plaintiffs" are those Plaintiffs who will remain in and be able to retain ownership of their current Gardens Homes until Defendant Township builds and makes available Replacement Units in exchange for their Gardens Homes in accordance to the terms and conditions of this Settlement Agreement, namely Reynaldo and Ana Arocho, Santos and Beatriz Cruz, Rebeca Gonzalez, Carlos Lotuffo, James Potter, Hippolyta Rodriguez, Jessica Romero, Flavio and Marlene Tobar, Charlie Mae Wilson, and Leona Wright.

1.31 Tenant Plaintiffs. "Tenant Plaintiffs" are Plaintiffs who currently rent or rented and do not own Gardens Homes. They are Dagmar Vicente, Alandia Warthen, and Sheila Warthen.

1.32 The Reinvestment Fund. "The Reinvestment Fund" or "TRF" is the redeveloper the Township has chosen as the Additional Redeveloper.

1.33 Temporary Replacement House. A "Temporary Replacement House" is a home in the Gardens Neighborhood the Township makes available to a Double Move Plaintiff who moves from the Double Move Plaintiff's Gardens Home before the Double Move Plaintiff's Replacement Home is available.

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2. **Overview of the Settlement Terms.** The structure and terms of this Settlement Agreement are as follows:

2.1. Maria Arocho, Rita Brooks as Executrix of Estate of Vivian Brooks, Efrain Romero, Sylvia A. Simons as Executrix of Estate of Henry Simons, Christine Barnes, Dolores Nixon, Leonardo Pagan, Rosemary Roberts as Executrix of Estate of William Roberts, Taisha Tirado, Radames Torres-Burgos, and Lillian Burgos de Torres as Executrix for the Estate of Radames Torres-Moreno, who were plaintiffs in Mt. Holly Gardens Citizens in Action, Inc., et al v. Township of Mt. Holly, et al., Case No. 1:08-cv-02584-NLH-JS, have dismissed with prejudice all claims against Defendants and as such are not parties to this Settlement Agreement.

2.2. The remaining Plaintiffs in Mt. Holly Gardens Citizens in Action, Inc., et al v. Township of Mt. Holly, et al., Case No. 1:08-cv-02584-NLH-JS agree to the terms of this Settlement Agreement, which provides for:

2.2.1. One-time payment for the seven Individual Plaintiffs who intend to relocate to a location outside of the Gardens, as provided in Section 3.

2.2.2. Replacement housing located within the Gardens neighborhood for the twenty Individual Plaintiffs who intend to remain in the redeveloped community, as provided in Section 4, some of whom may be provided temporary replacement housing, as provided in Section 5.

2.2.3. Resolution of claims of three tenants, three former homeowners, and Mt. Holly Citizens in Action, as provided in Section 6.

2.3. Section 7 contains provisions regarding temporary improvements to the current Gardens Homes and Gardens Neighborhood.

2.4. Section 8 sets forth terms regarding the respective obligations of the parties in the event that it becomes impracticable, inconvenient, or unfeasible for any of the Replacement Group Plaintiffs to wait for or move into Replacement Homes due to changes in circumstances.

2.5. Section 9 specifies the respective obligations of the parties in the event the Replacement Homes are not built within the time frames specified in this Settlement Agreement.

2.6. Section 10 contains provisions related to execution of this Settlement Agreement and dismissal of the underlying District Court litigation and the related United States Supreme Court petition.

2.7. Section 11 contains provisions related to breach, default and remedies.

2.8. In the unlikely event that disputes occur with respect to the implementation of this Settlement Agreement and the parties are unable to resolve them informally, Section 12 contains procedures for resolving such disputes, wherein the parties agree to make every good faith effort to resolve disputes informally before resorting to the further procedures set forth in section 12.

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- 2.9. Section 13 contains provisions related to general and mutual releases.
- 2.10. Section 14 contains provisions related to third party rights.
- 2.11. Section 15 contains provisions related to notice.
- 2.12. Section 16 contains additional miscellaneous provisions.

3. One-Time Financial Payments To Immediate Sale Plaintiffs.

3.1. Plaintiffs Making Immediate Sale of Gardens Home. There are seven Individual Plaintiffs who have agreed to sell their Gardens Home as soon as practicable after the date of the signing of this Settlement Agreement and receiving one time financial payments ("Immediate Sale Plaintiffs"). These Immediate Sale Plaintiffs are as follows: Estate of Elmira Nixon; George and Dorothy Chambers; Mattie Howell; Leon Calhoun; Lillian Burgos de Torres; Phyllis Singleton; and Bernice Cagle.

3.2. Amount of Payment by Township To Immediate Sale and Tenant Plaintiffs. The one-time financial payment amounts payable to each Immediate Sale Plaintiff are set forth in separately signed (1) Contract of Sale for Mount Holly Gardens Properties, attached as Exhibit B and (2) Settlement Agreement as to Relocation Benefits, Moving Costs, and/or Damages, attached as Exhibit C. These amounts include a purchase price based upon the combined amount of the Township's appraised value of Gardens Homes, payment in lieu of relocation benefits, moving cost assistance, and/or damages. The total sum for the Immediate Sale Plaintiffs and Tenant Plaintiffs (as described in in section 6.2 of this Settlement Agreement) shall be \$691,000. This overall sum shall also include any and all claims for monetary damages, attorney's fees and costs of suit for the Immediate Sale and Tenant Plaintiffs and their respective claims in this litigation.

3.3. Timing. The Township shall take all necessary steps to prepare for and schedule Closing on the Immediate Sale Plaintiffs' Gardens Homes so that Closing on the Immediate Sale Plaintiffs' Gardens Homes can be scheduled within 45 days of the signing of this Settlement Agreement.

3.4. Closing Procedures. The procedures and terms for the purchase of the Immediate Sale Plaintiffs' Gardens Homes is set forth in the Township's Contract of Sale For Mount Holly Gardens Properties, attached as Exhibit B, the terms of which are incorporated into this Settlement Agreement.

3.4.1. The sale of the home shall be treated as an arms-length transaction between the Township buyer and Immediate Sale Plaintiff seller, with each Party assuming all rights and obligations pursuant to applicable New Jersey law.

3.4.2. The Township buyer shall provide title reports on the homes at its expense.

3.4.3. The Plaintiffs shall be required to provide marketable title at their expense; Plaintiffs shall be responsible for clearing any judgments, liens, or claims against title and shall

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satisfy the same at or before closing.

3.4.4. The houses shall be sold "as is" with no assurances or guarantees regarding their condition.

3.4.5. At closing scheduled at Township building, the Township shall take title and provide payment including sales price per HUD statement, relocation costs, and damages.

3.5. Relinquishment by Immediate Sale Plaintiffs of All Remaining Claims. These payments shall constitute the full amount owed to these Immediate Sale Plaintiffs as compensation for the purchase of their homes, relocation assistance, and damages. Upon receipt of the payment, the parties mutually release each other from any potential or contemplated claims related to the Gardens Redevelopment Plan or its implementation.

4. Replacement Housing.

4.1. Agreement to Provide Replacement Housing. The Township shall build twenty homes ("Replacement Homes") as permanent replacement housing for the Individual Plaintiffs who have chosen to remain in the Gardens, referred to here as Replacement Group Plaintiffs. These Replacement Group Plaintiffs are listed in Section 1.25 above.

4.2. Construction of First Four Replacement Homes (Phase I Replacement Homes). The Township will cause to be built four Replacement Homes, referred to as Phase I Replacement Homes, in accordance with the terms, conditions, and standards set forth below in this Section of the Settlement Agreement. These Phase I Replacement Homes shall be built by the Additional Redeveloper pursuant to the terms of the Township's Redeveloper Agreements with the Additional Redeveloper and Keating.

4.3. Construction of Sixteen Replacement Homes by Additional Redeveloper. The Township has selected TRF Development Partners as an "Additional Redeveloper" to build 44 homes. The 44 homes shall be built in three phases. Phase I shall consist of 4 homes. Phase II shall consist of a minimum of 20 and a maximum of 28 homes. Phase III shall consist of the balance of the 44 homes. Phase I shall consist entirely of Replacement Homes in accordance with the terms, conditions, and standards set forth below in this Section of the Settlement Agreement, and provided to Phase I Plaintiffs as defined in Section 1.19. Phase II shall include of a minimum of 8 Replacement Homes and a maximum of 12 Replacement Homes for the remaining Replacement Group Plaintiffs. Phase III shall include all remaining Replacement Homes required to provide a home for remaining Replacement Group Plaintiffs as defined in Section 1.25. The other 24 additional housing units will be built on the same site and limited by this Settlement Agreement only as described in Section 4.5 below.

4.4. Redeveloper Agreements And Redevelopment Plan Amendments Required To Effectuate Settlement Agreement. The Township will execute an "Additional Redeveloper Agreement" with the Additional Redeveloper to build twenty Replacement Homes in three phases

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consistent with the terms of this Settlement Agreement. The Township and Keating will execute an "Amended Redeveloper Agreement" that is consistent with the construction of the 20 Replacement Homes and any other applicable terms of this Settlement Agreement. Keating will enter into an agreement with the Additional Redeveloper regarding the construction of the Replacement Homes consistent with the terms of this Settlement Agreement. The "Additional Redeveloper Agreement" and the "Amended Redeveloper Agreement" attached hereto as Exhibits D and E respectively, and incorporated into this Settlement Agreement, will be executed within the time frame and procedure specified in Section 4.6 and further sections below. The Township will also determine whether it is necessary to amend any provisions of its Redevelopment Plan to be consistent with the terms of this Settlement Agreement. If it determines that any amendments are necessary, it will take necessary measures to amend the Redevelopment Plan as soon as practicable. The Township shall not amend, alter, or enter into new agreements with redevelopers or make further amendments or changes to its Redevelopment Plan, or adopt a new Redevelopment Plan that are inconsistent with the provision of Replacement Homes under the terms of this Settlement Agreement.

4.5. Additional New Housing Units To Be Constructed in Gardens Neighborhood. The Additional Redeveloper Agreement provides that 24 new homes will be developed and constructed in the current Gardens neighborhood in addition to the 20 which will be used as Replacement Homes. The remaining 24 homes will be marketed for sale as consistent with grant requirements. The Township shall cause, through the Additional Redeveloper Agreement, to have notice of the marketing of the additional 24 units be publicized and mailed to various potentially interested persons and groups including, but not limited to, local churches, community groups, and other nonprofit organizations.

4.6. Timing. The Phase I Replacement Homes will be completed and ready for occupancy no later than December 31, 2014. The remaining 16 Replacement Units will be provided to Replacement Group Plaintiffs in an additional two phases, no later than December 31, 2016 for the second phase and no later than December 31, 2018 for the third phase. An anticipated timetable for certain steps to be taken in furtherance of this project is attached as Exhibit F. This timetable is based upon the terms of the Redeveloper Agreements. This timetable is based upon the terms of the Additional and Amended Redeveloper Agreements, and evidences the intent of the parties regarding timing of the project that the parties shall abide by in actions that are under their control. The Parties also recognize that some steps within the timeline are partially contingent upon County, State and/or Federal funding of grant applications and other circumstances beyond the Parties' control. The deadlines may be extended should the need arise as the result of these contingencies in accordance with the procedures set forth in Section 9 of this Settlement Agreement, addressing contingencies, and/or by mutual written consent of all parties to this Settlement Agreement. Consent shall not be required in the case of an uncontrollable occurrence or circumstance, such as an act of God (lightning, blizzards, hurricane, etc.), man-made disasters (an explosion, nuclear radiation, etc.), a Federal or State court order, a delay caused by not getting a governmental approval from an entity that is not or is not controlled by the Township including but not limited to US EPA and NJ DEP, or a strike or similar labor action. This Section shall not in any way limit the rights of the Replacement Group Plaintiffs under any other relevant sections of this Agreement.

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4.7. Obligations to Proceed With Development of Replacement Housing In Timely Manner. The Township shall proceed in a timely manner with respect to its obligations to review and cause to be submitted Land Use Board applications for the furtherance of adhering to this Agreement. The Township shall take all necessary steps to ensure that all land use and other relevant approvals are granted, facilitate submission of funding applications, and take any other necessary steps for which it is responsible to ensure that the project proceeds on schedule. The Township shall require Keating and the Additional Redeveloper to strictly adhere to their respective Redeveloper Agreements with respect to timing and deadlines and ensure that they fulfill their obligations in a timely manner. The Township shall enforce its rights against either Keating or the Additional Redeveloper in the respective Redeveloper Agreements. Township shall report to the Replacement Group Plaintiffs every 4 months regarding the status of the project and, if there are any delays, explain the reasons for any delays, proposed steps to move project forward, and any anticipated changes in the timetable.

4.8. Location of Replacement Homes. The Township, in conjunction with the Additional Redeveloper, shall build the Replacement Homes in the area of Saul Place and directly north of Saul Place on Levis Drive, in a section of the Redevelopment Area bounded on the east by the eastern boundary of the redevelopment area, the west by Levis Drive, the north by the intersection of North Martin Avenue and Levis Drive, and the south by Grant Street. This area is more particularly described on Township tax maps as Block 12.05, Lots 1-36 inclusive and Block 12.05, Lots 43-50. The Township, in conjunction with the Additional Redeveloper and Keating, will select the exact location of the Replacement Homes within these boundaries and pursuant to an application for Site Plan approval with the Mount Holly Township Planning and Land Use Board.

4.9. Form of Ownership. Each Replacement Group Plaintiff will own their respective Replacement Home in fee simple. There will be a Homeowner Association as part of this community that shall encompass all forty-four units constructed by TRF Development Partners as outlined in paragraph 4.3 of this agreement. The Homeowner Association's functions shall be limited to sidewalk repair, sidewalk snow removal, and maintenance of any common areas (not to include back yards and front yards which shall be owned by individual units), with an initial Association fee estimated at the time of signing of this Agreement of \$25 per month. All roads shall be deeded to Mount Holly.

4.10. Configuration of Replacement Homes. The Replacement Homes will be configured as adjoining rowhouses or duplexes, with either front or back yards of at least 200 square feet. The units will not be stacked so that one unit is located over another replacement unit.

4.11. Size and Design of Replacement Homes. The size and design of the Replacement Homes shall be as follows:

- 4.11.1. The Replacement Home for each Replacement Group Plaintiff will have the same or greater number of bedrooms as the Replacement Group Plaintiff's current home. The Replacement Home for each Replacement Group Plaintiff will be at least 1000 square feet per unit for a two-bedroom duplex (inclusive of garage) with one full bath; will be at least 1000 square feet per unit for a three-bedroom duplex (exclusive of garage;

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these units will not have a garage and will instead have a storage unit of wood construction or comparable composite material selected by TRF Development Partners and Keating Urban Partners) with one full bath and one half bath; and will be at least 1300 square feet per unit for a three-bedroom townhouse (exclusive of garage; these units will have a garage) with one full bath and either an additional full bath or one half bath.

4.11.2. Design specifications of units. The Township, in conjunction with the Additional Redeveloper, will build the Replacement Homes using a combination of funding sources including housing subsidy programs, potentially CHOICE and HOME. The units will comply with the specifications in design, materials, and other requirements of each subsidy program utilized. The units will also correspond to the Additional Redeveloper's design specifications, which are attached as Exhibit G. The units will also meet minimum health, safety, building, design and construction requirements contained in local and state building codes.

4.12. Accessibility of Replacement Homes. All units that have livable space at ground level will have a zero step entrance, doors with 32 inches of clear passage space and one bathroom or half-bathroom on the first floor.

4.13. Special Occupancy Needs. Certain Replacement Group Plaintiffs have restrictions on mobility that require them to have access to living space on the first floor. The following households have special requirements that will be incorporated into the design of their replacement units:

4.13.1. Plaintiffs Ruth Alvarez and Noel Ortiz, Ana and Reynaldo Arocho, Pedro Arocho, Elida Echevarria and Luis Lopez, Carlos Lotuffo, Hippolyta Rodriguez, Joyce Starling, and Charlie Mae Wilson shall be provided a two-bedroom single-story duplex according to the requirements in Section 4.11.

4.13.2. Plaintiffs Marlene and Flavio Tobar and Leona Wright shall be provided a three-bedroom single-story duplex according to the requirements in Section 4.11.

4.14. Consultation with Replacement Group Plaintiffs. The Township will provide to Replacement Group Plaintiffs site plans and elevations related to the Replacement Units when such documents become available. The Township will require that the Additional Redeveloper consult with Replacement Group Plaintiffs to the extent possible regarding each Replacement Group Plaintiff's individual preferences for design, fixtures, appliances, and color schemes. The Replacement Group Plaintiffs acknowledge that to the extent possible that they will be offered input in their selections, but that the Township cannot require the above choices outside of the scope of the builders' acceptable materials. Plaintiffs agree to comply in a timely fashion with reasonable requests from the Township and Additional Redeveloper for household information needed in order to access funding sources or otherwise complete the construction of the Replacement Homes.

4.15. Financing of Replacement Homes. The Township guarantees, and the Redeveloper Agreements shall ensure, the following terms regarding financing of the Replacement Homes:

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- 4.15.1. Other than as provided in section 4.26, Replacement Group Plaintiffs will not be required to make any down payments or finance any closing costs in order to purchase the replacement units.
- 4.15.2. Replacement Group Plaintiffs will not be required to assume a greater principal amount of mortgage debt than they presently have as of the time that their closing takes place, except for the security interest as set forth in Section 4.18.
- 4.15.3. If any of the Replacement Group Plaintiffs currently has a mortgage and requires financing pursuant to section 4.16.3, that household will not be required to pay higher monthly mortgage payments than their current payments.
- 4.15.4. Plaintiffs recognize an obligation to clear any judgments, liens, or claims against title on their Garden Home other than the Gardens Home Mortgage at or before closing. Plaintiffs recognize that any such creditor may require payment which would otherwise be due upon sale of their Gardens Home. In such instance, Plaintiffs recognize that they may need to pay any such judgments, liens, or claims either out of pocket, additional financing, or through their equity/by rolling into a new mortgage on their Replacement Home. Any such instance shall not be construed as requiring the Township to fulfill any obligations under section 4.15.1, 4.15.2, 4.15.3, 4.16, or 5.9.
- 4.15.5. The Plaintiffs and Township recognize that in addition to their traditional mortgages that may exist, certain Plaintiffs may have or did participate in State, County, or Local Municipal Grant/Loan programs. These loans, to the extent that they exist, are anticipated to have been recorded as part of the program(s), and may be required to come due upon sale or transfer of the property (Gardens home). In order to effectuate the terms of this settlement agreement, the parties shall work together with all relevant government agencies in efforts to relieve any obligations to repay such mortgages upon sale or transfer of the Gardens home, or to have such lien/mortgage transferred to the Plaintiff's replacement home.

4.16. Anticipated Move-in Notice and Procedures for Financing Replacement Homes. Certain of the Replacement Group Plaintiffs have existing mortgages on their Gardens Homes ("Gardens Home Mortgages"). Any such existing mortgage shall be fully paid and retired at the Gardens Home Closing by the Replacement Group Plaintiff, or in the case of a Double Move Plaintiff, by the Township pursuant to the terms as set forth in section 5.9. The Replacement Group Plaintiff, upon the acquisition of the Replacement Group Plaintiff's Replacement Home, must obtain a mortgage in the amount of the Replacement Group Plaintiff's Gardens Home Mortgage ("Replacement Home Mortgage") and apply it toward the purchase price for the Replacement Group Plaintiff's Replacement Home. Said Replacement Home Mortgage shall be a first mortgage. To guarantee that the terms of all Replacement Home Mortgages comply with the provisions of Section 4.16, the Township shall follow the procedure set forth below.

- 4.16.1. The Township will provide to each Replacement Group Plaintiff notice ("Anticipated Move-in Notice") 90 days in advance of the date Township expects the Replacement Home to be ready for move-in.
- 4.16.2. The Township shall include in the Anticipated Move-in Notice a list of at least three suggested lending sources to which Replacement Group Plaintiffs may apply for a loan with the following conditions that the Township reasonably believes are feasible to the

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lending institutions: i) the amount is wholly adequate to finance a Replacement Unit, ii) the principal amount is equal to the Replacement Group Plaintiff's then-current Gardens home mortgage, and iii) monthly payments do not exceed the Replacement Group Plaintiff's then-current Gardens Home mortgage monthly payments.

4.16.3. If a Replacement Group Plaintiff applies in good faith to at least three lending sources listed in the Anticipated Move-in Notice but is unable to secure financing, Township agrees as a next and final resort to grant a loan with the conditions specified in 4.16.2(i) – (iii) to any Replacement Group Plaintiff who fails to secure a loan through other lending sources. The loan's interest rate shall be calculated at the most current average fixed rate mortgage for the Northeastern United States according to the Freddie Mac Primary Mortgage Market Survey at time of closing for 15-year fixed rate mortgage for any mortgage of a term of 15 years or less, the rate calculated based on interpolating the 15 year and 30 year average fixed rate for mortgage of a term between 15 and 30 years, or the rate for the 30-year fixed rate mortgage for any mortgage of a term of 30 years or more.

4.16.4. This section shall not be construed as to limit a Replacement Group Plaintiff from securing a loan through a lender of that Replacement Group Plaintiff's choice.

4.17. Affordability of Replacement Homes.

4.17.1. Tax Abatement. The Township shall enter into long term financial agreement (PILOT) of a duration of at minimum twenty (20) years with the Additional Redeveloper for the 44 units referenced in Section 4.3, which the Township shall require be assigned to a New Jersey Urban Renewal Entity. The Township shall approve the Urban Renewal Entity's application for long-term financial agreement, which shall provide a tax abatement that shall be transferrable to the final users of the property, including but not limited to Replacement Group Plaintiffs. The rate of the tax abatement in each year of the period of the abatement shall be no higher than the minimum allowable pursuant to N.J.S.A. 40A:20-12 and 40A:20-14. The Township shall instead provide for a tax abatement of thirty (30) years if such an abatement would result in a lower tax rate in the first year of the abatement for the Replacement Homes. The sale of the home by the end user shall not result in termination of the tax abatement before the end of the 20 year period, provided that if the Township extends the period to thirty (30) years, the Township may in its sole discretion allow for the termination of the tax abatement upon the second arms' length transfer of the Replacement Home. To the degree that the funding sources used to construct the Replacement Homes may result in deed restrictions on the homes of Replacement Group Plaintiffs, the Township shall work with Additional Redeveloper and Replacement Group Plaintiffs to work with the Township of Mount Holly Tax Assessor to ensure that the application of the long-term financial agreement takes into account valuations based upon those deed restrictions.

4.17.2. Deed Restrictions. As part of the development of Replacement Homes, the Additional Redeveloper is anticipated to seek funding from various sources such as the CHOICE and HOME programs. These programs require restrictions on resale. The HOME program limits resale of the home to families earning less than 80 percent of Area Median Income (currently a family earning \$58,680 for a three person household

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in Burlington County; this number is adjusted annually), currently for a period of 15 years. The CHOICE program requires a portion of any appreciation to be returned to the State of New Jersey for the first five years of resale to an owner occupant; after five years, there is no such further requirement if the home is resold to an owner who will live in the home.

4.18. Additional Security Replacement Group Plaintiffs acknowledge that in order for the Township and Additional Redeveloper to fund the building of the Replacement Home, the Township and Additional Redeveloper may require the imposition of a security interest in each Replacement Home, to be limited by the following terms. The security interest shall be a lien no greater than the amount of \$20,000 and will increase annually in an amount no greater than six percent simple interest on the principal amount, made in compliance with all applicable federal, state, and local laws. The holder of the lien shall not require payment of either the interest or principal of the lien until the sale, conveyance, or other transfer of the Replacement Home, and an additional prohibition on the lienholder's right to require payment exists in the case of a transfer of the Replacement Home either (a) to a family member or members (to be defined as the spouse/domestic partner, child, parent, sibling, grandchild, niece, or nephew of the Replacement Group Plaintiff) for no monetary consideration or \$1; or (b) to the legal heir or heirs of a Replacement Group Plaintiff upon death of the Replacement Group Plaintiff. (a) and (b) shall be subject only to verification of such status as a family member or legal heir based on reasonable documentation, and a Replacement Group Plaintiff may make only one such (a) or (b) transfer. The holder of the lien shall not restrict Replacement Group Plaintiffs from refinancing the first lien or mortgage on the Replacement Home described in Section 4.16 provided there is no increase in principal in the first lien or mortgage.

4.19. Moving Services and Expenses. The Township will provide moving services to all Replacement Group Plaintiffs, including for any Double Move Plaintiff's move to a Temporary Replacement House and also for any Replacement Group Plaintiff's move to a Replacement Home by retaining and paying for a moving company to perform the moves. The Township shall proceed in the following manner: In the Anticipated Move-In Notice or notices pursuant to this Settlement Agreement, the Township will provide information about moving services, including the name of the moving company, its business address, the name of a designated contact person, and the general procedures for setting up services such as obtaining and confirming a moving appointment and any other relevant information. No later than 7 days before the Anticipated Move-In Date or the anticipated move dates listed in this agreement, the Township or the selected moving company will settle all details related to each move. The moving company selected must be licensed and bonded. In the alternative to providing moving services, the Township may choose to provide a Replacement Group Plaintiff with a stipend of \$400 for a move and, if doing so, shall notify Replacement Group Plaintiff of the availability of this stipend in the Anticipated Move-in Notice or any other notices in this agreement, whichever is relevant, and shall issue the check to the Replacement Group Plaintiff before any move in or closing date.

4.20. Inspection of Replacement Home. Upon receipt of the Anticipated Move-In Notice and up to and including the date of Replacement Home Closing, a Replacement Group Plaintiff shall be entitled to access the Replacement Home and undertake all such inspections and

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investigations of the property and unit that the Replacement Group Plaintiff desires to undertake; including, without limitation, foundations, structural (roof, walls, floors, doors, windows, fireplaces, chimneys and the like) and systems conditions, plumbing, lighting, heating, air-conditioning, appliances, radon, mold, lead, asbestos, termite and wood boring insect infestation, water damage and infiltration and the like. Plaintiffs shall also have an additional opportunity to inspect the replacement unit with the Additional Redeveloper or its designated representative no later than 90 days after closing and request any necessary further repairs.

4.21. Condition of Replacement Home. The Township shall require the relevant property and unit to be warranted by the Additional Redeveloper as of the date of the Replacement Home Closing, which warranty shall survive the Replacement Home Closing: (i) that it has not been subject to any spill or contamination or any violation of any Environmental Law or Regulation or any adverse environmental condition; such as, by way of example only, radon levels exceeding residential standards (in no event equal to or greater than 4.0 pCi/l), air-borne asbestos fibers, mold, lead based paint, toxic chemicals or pollutants in the soil, air or water at or greater than residential standards; (ii) that it is serviced by public waste disposal, public water and public sewer; (iii) that it is free of any aboveground or underground storage tanks; (iv) that it is in move-in condition, free of debris and in broom-clean condition; (v) that it is subject to a certificate of occupancy and a certification from the building code officer, construction code officer and zoning officer of full compliance with all relevant codes; (vi) that it is free of infestation and/or damage by wood boring insects; and (vii) that all systems and structures (electrical, plumbing, heating, gas, central and/or unit air-conditioning, etc.), appliances, light fixtures, foundations, garages, doors, windows, fireplaces, chimneys, flooring, walls, ceilings, roofs and the like shall be in good repair, working order and good operating condition. Each Replacement Group Plaintiff shall receive all warranties and guarantees, lawfully assigned to Replacement Group Plaintiff, and relevant insurance, naming the Replacement Group Plaintiff as the insured. All of the foregoing shall be in service within seventy-two (72) hours, three (3) business days, of the Available Date and on the date of Closing. The Township shall require that the Additional Redeveloper bear the full risk of loss or damage to the property or units by fire, flood, wind or any other loss or damage occurring prior to the Replacement Home Closing. The Township shall require that the Additional Redeveloper ensure that each such unit shall be provided with a new home warranty pursuant to the requirements of the New Home Warranty and Builders' Registration Act. (N.J.S.A. 46:3B-1 et. seq.)

4.22. Deliveries. The Township shall require the Additional Redeveloper to deliver to the Replacement Group Plaintiff all required certifications and permits to allow for immediate occupancy by the Replacement Group Plaintiff; including, but not limited to: final certificate of occupancy, certificate of zoning compliance, certification that the property is not in a designated airport safety zone, flood plain or flood hazard area, copies of all homeowners association documents and related filings, warranties and guarantees as to the construction of the unit and the condition of all utilities, systems and appliances, all to survive closing and all in a form and substance reasonably acceptable to the Replacement Group Plaintiff. Further, the Township shall require the Additional Redeveloper to provide an appropriate Megan's Law Statement and a disclosure with regard to off-site conditions pursuant to the New Jersey New Residential Construction Off-Site Conditions Disclosure Act. At the date of the Anticipated Move-In Notice, the Township shall require the Additional Redeveloper to provide a Seller's Property Condition

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Disclosure Statement to the extent required by New Jersey law to the reasonable satisfaction of the Replacement Group Plaintiff.

4.23. Possession/Tenancies/Third-Party Claims. The Township shall require the Additional Redeveloper to deliver possession free of all tenancies and occupancies of others, and claims of any kind of third-parties, and proof that all vendors, contractors and subcontractors have been fully paid and have no threatened or pending claim against the property or the unit and shall indemnify Replacement Group Plaintiff against any such claims, such indemnification to survive Closing.

4.24. Deed and Title: The Township shall require the Additional Redeveloper to, at the Additional Redeveloper's expense, deliver title at Closing to Replacement Group Plaintiffs by a Bargain and Sale Deed with Covenants Against Grantor's Acts, an affidavit of title, a title report showing that the property and unit is free and clear of all encroachments, encumbrances and liens, municipal liens and assessments and liabilities for future assessments for municipal improvement not completed on the date of this Settlement Agreement and the Township shall require the Additional Redeveloper to warrant that it has not been notified of or is aware of any future assessment and that title is marketable and insurable at regular rates. All encroachments, liens and encumbrances, except for the security interest described in section 4.18, any declaration or similar restriction related to the homeowners association described in section 4.9, and easements required by municipal approvals and utilities, shall be resolved, paid and removed prior to Closing. All representations, warranties and guarantees shall survive Closing.

4.25. Costs/Downpayment/Exchange Purchase Funding: No out of pocket downpayment shall be required of the Replacement Group Plaintiffs, subject to the provisions in sections 4.15.4 and 4.15.5. However, Plaintiffs will purchase the house using their exchange purchase funds in the form of housing equity in the Plaintiffs' Garden Home, relocation costs, and damages. No brokerage fee shall be charged to the Replacement Group Plaintiff.

4.26. Closing Procedures For Purchases of Replacement Homes; Settlement Costs; Preparation of Documents and Commitments. The Replacement Home Closings shall be conducted so as to ensure that the Replacement Group Plaintiffs do not bear added expenses for the transaction but meet their obligations as purchasers of the Replacement Homes, as set forth below.

4.26.1. The Township shall require the Additional Redeveloper to be liable for all closing and settlement costs customarily assumed by the seller in a Southern New Jersey real estate transaction, including but not limited to realty transfer fees, affidavit of title, executed IRS forms, affidavit of non-foreign status and such other documents reasonably required by either party or the title company, all at the Township's cost. The Township shall be liable for all other closing and settlement costs, except that the cost of title insurance shall be borne by the Township only to the degree that such insurance is required by a lender pursuant to section 4.16; the buyer shall be responsible for any other title insurance if buyer so chooses to purchase title insurance.

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- 4.26.2. At the Replacement Home Closing, the parties shall make prorated adjustments, as appropriate, for any items paid by, or due from, the relevant seller prior to the Replacement Home Closing.
- 4.26.3. All parties are represented by counsel with regard to the preparation of this Settlement Agreement and, therefore, no attorney review period shall apply.
- 4.26.4. The conditions established in this Section 4.26 may, as to any particular Replacement Home Closing, be modified by written agreement of the parties, without the need for a formal amendment to this Settlement Agreement or the consent of the other parties hereto who are not affected by such changes.
- 4.26.5. Until such time as the Replacement Home Closing is complete and the Replacement Home Plaintiff has possession of the Replacement Home, the Replacement Home Plaintiff has the right of continued possession of their current Gardens Home or Temporary Replacement House, as set forth in the provision of Section Five of this agreement. For all Replacement Group Plaintiffs, the Replacement Home Closing shall occur simultaneously with the transfer of title from the respective seller of the Gardens Home and the validity of each conveyance shall depend on the completion of the other, regardless of which actually comes first in time. No recordings memorializing either conveyance shall occur prior to the successful completion of both.

5. Relocation of Certain Households Prior to Completion of Permanent Replacement Units and Provision of Temporary Replacement Housing

5.1. Possible Need for Temporary Replacement Housing for Double Move Plaintiffs. There are 10 Plaintiff homeowners, referred to as the "Double Move Plaintiffs", who wish to remain in the Gardens and obtain Replacement Homes as described above in Section 4, but who are situated in areas where the Township may determine the land is needed for redevelopment before the replacement units are available, in specific North and South Martin Avenues, Saul Place, and portions of Levis Drive. The Double Move Plaintiffs are listed in Section 1.6 above.

5.2. Obligations of Double Move Plaintiffs and Township. If the Township determines that any of the Double Move Plaintiffs are required to move, the Double Move Plaintiffs shall be required to turn over title to their Gardens Home to the Township and relocate from the home, provided that the Township, prior to relocation, makes available to each Double Move Plaintiff another home, referred to as a Temporary Replacement House, to which the Township has title located in in the Gardens Neighborhood. These Temporary Replacement Houses must be provided to the Double Move Plaintiffs in accordance with the standards, terms, and procedures set forth in this Section of the Settlement Agreement.

5.3. Condition of Temporary Replacement Houses. Each Temporary Replacement House must be in fully safe, habitable condition as follows:

- 5.3.1. The Temporary Replacement House must be in compliance with applicable housing codes. The house must meet the Uniform Relocation Act definition of a "decent, safe and sanitary dwelling unit" provided in 49 CFR 24.2(a)(8);

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5.3.2. The Township shall ensure that the Temporary Replacement House contains all standard appliances (e.g. stove, oven, and refrigerator). If a Double Move Plaintiff requests, Township shall allow the Double Move Plaintiff to transfer his or her Gardens Home appliances, including kitchen appliances and water heater and shall finance the transfer. If a Double Move Plaintiff has a washer/dryer and/or dishwasher, the Township shall endeavor to move the Double Move Plaintiff into a unit with the same, or if no such unit is available, the Township shall move the Double Move Plaintiff's own washer/dryer or dishwasher to the Temporary Replacement House at no cost to the Double Move Plaintiff. This provision shall not be construed to extinguish any Township responsibilities in this section, except that the Township bears no responsibility for the operation of any appliances transferred by the Double Move Plaintiff.

5.3.3. The Township shall freshly paint all indoor walls;

5.3.4. The Township shall install new carpeting or refurbished carpeting which looks and performs like new carpet in all bedrooms and linoleum flooring in the kitchen and bathrooms;

5.3.5. The Temporary Replacement House must be inspected by an independent housing inspector not employed or connected in any way to the Township, at the Township's expense, and the results of the report must be provided to the Double Move Plaintiff. All major appliances and systems in the Temporary Replacement House must have an anticipated useful life of at least 5 years according to the independent inspector. Major appliances and systems include: roofing, plumbing, electrical systems, heater, water heater. The Township will remedy any failure to meet this 5-year standard before Double Move Plaintiff moves from his or her Gardens home.

5.4. Title, Ownership, and Responsibilities Regarding Tenure And Occupancy of Temporary Replacement Houses. The Township shall provide a lease with option to purchase to the Double Move Plaintiff, attached hereto as Exhibit H. Pursuant to the terms of that document, the Double Move Plaintiff initially shall lease the Temporary Replacement House and the Township shall retain ownership and responsibility for the repair and maintenance of the Temporary Replacement House. The Double Move Plaintiff would not be responsible for paying rent, taxes, or any other expenses except for utility costs during the period the Township retains ownership. The Township shall provide the Double Move Plaintiff with an option to purchase the Temporary Replacement House for \$1, which the Double Move Plaintiff shall have the option to exercise at the Double Move Plaintiff's sole discretion, provided that upon exercise of the option the Double Move Plaintiff shall become responsible for all taxes, maintenance, and other expenses associated with ownership of the property from the date of closing. The Double Move Plaintiff shall exercise the option no later than the date of the Replacement Home Closing, but under no circumstance shall the rights afforded by this paragraph allow the Double Move Plaintiff to retain title when the plaintiff's Replacement Home is available pursuant to this Agreement.

5.5. Moving expenses. Moving Services and Expenses will be provided to Double Move Plaintiffs in accordance with Paragraph 4.19.

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5.6. Immediate Relocation of Initial Double Move Plaintiffs – Procedure and Selection of Units. Four of the Double Move Plaintiffs, Elida Echevarria and Luis Lopez, Pedro Arocho, Rita Brooks, and Nelson Harris referred to as the Initial Double Move Plaintiffs, have agreed to move as soon as practicable to another existing home located in the Gardens that is owned or will be purchased by the Township. The Temporary Replacement Houses shall be provided in accordance with the terms and procedures set forth in Section 5.

5.6.1. The Township shall provide a list of all units it can make available to be used as Temporary Replacement Houses to the Initial Double Move Plaintiffs as soon as possible and no later than 90 days of the signing of this Agreement pursuant the terms, standards, and conditions set forth in section 5. Township will provide an opportunity for the Initial Double Move Plaintiffs to visit these units in a manner and at a time convenient for all parties. Within three days of the final visit, Initial Double Move Plaintiffs will provide to the Township a list of their first and second choice preferences and, where appropriate, specific occupancy needs or requests.

5.6.2. The Township shall select a Temporary Replacement House for each Initial Double Move Plaintiff incorporating these preferences to the extent possible, as well as the need to meet Initial Double Move Plaintiffs' Occupancy needs. The Township shall provide Temporary Replacement Houses with at least the same number of bedrooms as the Initial Double Move Plaintiff's current home unless that Initial Double Move Plaintiff expressed a preference for a smaller home.

5.7. Relocation of Remaining Double Move Plaintiffs – Procedure and Selection of Units. The parties have agreed that to the extent possible they will avoid requiring the Remaining Double Move Plaintiffs to move to Temporary Replacement Houses. If the Township determines that there is a need to relocate the Remaining Double Move Plaintiffs in order to implement any portion of the redevelopment project, it shall provide Temporary Replacement Houses in accordance with the terms and procedures set forth in Section 5.

5.7.1. The Township shall provide the Remaining Double Move Plaintiffs with a written notice of the intent to relocate them and an explanation of why the temporary move is necessary at least 90 days before they are required to move.

5.7.2. Within 60 days of the date that the Remaining Double Move Plaintiffs are required to move, the Township shall provide them with a Temporary Replacement Housing List. The List will contain 150% of the number of temporary units actually needed, if the Township owns a sufficient number of potential replacement units that are in acceptable condition at that time. If the Township owns a number of units it has identified as potentially suitable that is equal to less than 150%, it shall provide a list of all the units that it owns and has so identified.

5.7.3. Within seven (7) days of receiving the Temporary Replacement Housing List, Remaining Double Move Plaintiffs will provide Township with a list of their first and second choice preferences and occupancy needs.

5.7.4. If Remaining Double Move Plaintiffs provide a list of preferences or needs within the 7 day time period, the Township shall select the units incorporating these preferences to the extent possible, as well as the need to meet Remaining Double Move

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Plaintiffs' Occupancy needs. The Township shall provide homes with at least the same number of bedrooms as the Remaining Double Move Plaintiff's current home to each Remaining Double Move Plaintiffs unless that Remaining Double Move Plaintiff expressed a preference for a smaller home.

- 5.7.5. If within 7 days of receiving the Temporary Replacement Housing List, any of the Remaining Double Move Plaintiffs do not provide designations for the permanent replacement housing or preferences for the Temporary Replacement Housing, the Township may make the selection without further consultation with that Remaining Double Move Plaintiff. In that event, the Township shall provide homes with at least the same number of bedrooms as the Remaining Double Move Plaintiff's current home and that meets the Remaining Double Move Plaintiffs' Occupancy Needs.

5.8. Permanent Replacement Housing for Remaining Households. The relocation of Double Move Plaintiffs pursuant to Section 5 of this Agreement shall in no way diminish or change the rights of those Double Move Plaintiffs to a permanent replacement home pursuant to section 4 above, nor the obligation of the Double Move Plaintiffs to transfer their Gardens Homes, including their Temporary Replacement Houses, in exchange for permanent replacement homes in accordance with the terms of this Agreement.

5.9 Double Move Plaintiffs Holding Mortgages. In the event that any Double Move Plaintiff has a Gardens Home Mortgage and is required to move pursuant to Section 5 of this agreement, the Township shall satisfy, or pay in full, that Double Move Plaintiff's Gardens Home Mortgage if it existed as of October 31, 2013 at the Double Move Plaintiff's Gardens Home Closing.

5.9.1 If the satisfaction of a Gardens Home Mortgage occurs for a Double Move Plaintiff, then upon the Double Move Plaintiff's Replacement Home Closing, the Double Move Plaintiff shall re-pay the Township the full amount of the principal balance that the Township satisfied on the Gardens Home Mortgage. The Township understands that repayment is contingent on the Double Move Plaintiff acquiring for the same amount a loan for which the Double Move Plaintiff will use the Replacement Home as collateral, and the Township's guarantee in Section 4.16 may be necessary to ensure said repayment.

5.9.2 It is understood by the Parties that given the very nature of this occurrence, specifically that has been a time frame wherein this Double Move Plaintiff has been in temporary housing owned by the Township, that the Double Move Plaintiff may opt to make additional principal payments to the Township in the interim time between the Double Move Plaintiff's move from the Double Move Plaintiff's Gardens Home until the time of delivery of the Double Move Plaintiff's Replacement Home ("Double Move Interim Payments"). Any such payment made in the discretion of the Double Move Plaintiff shall be made toward the balance of the Double Move Plaintiff's Gardens Home Mortgage which the Township satisfied pursuant to Section 5.9 of this Settlement Agreement. The amount therefore that a Double Move Plaintiff owes to the Township pursuant to Section 5.9.1 of this Settlement Agreement shall be reduced by the total of any Double Move Interim Payments that the Double Move Plaintiff pays to the Township. No interest shall accrue at any time on the amount the Double Move Plaintiff must pay pursuant to Section 5.9.1. Any

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Double Move Plaintiff may choose to make as a Double Move Interim Payment any regular payment, partial payment, or full payment at any time. It is understood by the parties that the Plaintiff will make a Double Move Interim Payment in order to reduce the Double Move Plaintiff's later obligation to obtain a Replacement Home Mortgage, which would increase the Double Move Plaintiff's net equity in the Replacement Home. In the event Double Move Plaintiff elects to make any Double Move Interim Payments, the Township shall provide no less than yearly statements to that Double Move Plaintiff, detailing the pay-down effect of the Double Move Interim Payments on the amount the Township originally satisfied in payment of the Double Move Plaintiff's Gardens Home Mortgage and the decrease of the principal balance the Double Move Plaintiff will owe to the Township upon Replacement Home Closing.

5.10. Phase I Homes. Phase I Homes, as described in Section 4.2 above, shall be offered as Permanent Replacement Homes to a subgroup of the Remaining Double Move Plaintiffs, referred to as Phase I Homes Plaintiffs, in accordance with the procedures set forth below. The Phase I Homes shall be provided on the same terms as specified in Section 4.

5.10.1 It is the intent of the parties that the Phase I Homes be offered to the Phase I Plaintiffs at such a time that the Phase I Plaintiffs can avoid being required to first move to a Temporary Replacement House. The Township shall take all reasonable measures to make it possible to construct the Phase I Homes on a schedule that allows for this, including expediting approvals and enforcing the terms of its Redeveloper Agreements as needed.

5.10.2 One of the Phase I Homes Plaintiffs shall be Joyce Starling, due to the need to acquire her home in order to allow for construction of the Replacement Homes in the area of Saul Place.

5.10.3 The other three Phase I Homes Plaintiffs shall be determined as follows: once the Township has determined that an area along North and South Martin Drives and/or Levis Drive is needed for redevelopment, the Township shall provide to Remaining Double Move Plaintiffs a list of whose homes are required for such redevelopment and any criteria required in order to satisfy the provisions in Section 4 on special occupancy needs and bedroom requirements. Within seven days, Remaining Double Move Plaintiffs shall provide to the Township a list of three households from the list and criteria provided by the Township who shall become Phase I Homes Plaintiffs. If the Remaining Double Move Plaintiffs do not provide such a list within seven days, the Township shall in its sole discretion select the three additional Phase I Homes Plaintiffs from the list. To the extent possible, Double Move Plaintiffs who do not get a Phase I Home shall have priority over Single Move Plaintiffs in getting a Phase II Home.

6. Agreement as to Remaining Plaintiffs

6.1 Former Homeowner Plaintiffs. Plaintiffs Rosemary Roberts, Estate of Vincent Munoz, and Estate of Angelo Nieves are former homeowners in the Gardens Neighborhood. The terms of settlement with these former homeowners are as follows:

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6.1.1. Plaintiff Rosemary Roberts is a former homeowner who owned a combined-unit, 4 bedroom home in the Gardens. She sold her house to the Township and relocated to another home in Mt. Holly Township. To enable her to afford to purchase the replacement home, the Township provided her with a no-interest loan that is secured by lien on her replacement home and must be repaid upon sale of the house. The Township agrees to an adjustment, reduction, or refund as set forth in a separate signed release, the execution of which is a condition of this agreement.

6.1.2. Plaintiff Estate of Vincent Munoz represents a former homeowner who owned a home in the Gardens. That former homeowner sold his house to the Township and relocated. The Township has agreed to pay a fixed amount as set forth in a separate signed release, which amount is a portion of the total amount set forth in Section 3.2, and is therefore fully understood by the Parties to be a portion of the \$691,000.00 referred to therein.

6.1.3. Plaintiff Estate of Angelo Nieves represents a former homeowner who owned a home in the Gardens. That former homeowner sold his house to the Township and relocated. The Township has agreed to pay a fixed amount as set forth in a separately signed release, which amount is a portion of the total amount set forth in Section 3.2, and is therefore fully understood by the Parties to be a portion of the \$691,000.00 referred to therein.

6.2. Tenant Plaintiffs. Plaintiffs Dagmar Vicente, Alandia Warthen, and Sheila Warthen are current or former tenants of Gardens Neighborhood. The terms of settlement with these Tenant Plaintiffs are as follows:

6.2.1. Dagmar Vicente is a current tenant. Her home was sold by her landlord to the Township. The Township will pay Plaintiff Dagmar Vicente a fixed amount as set forth in a separately signed release and agreement as to relocation benefits, moving costs, and/or damages, which is a portion of the total amount set forth in Section 3.2, and is therefore fully understood by the Parties to be a portion of the \$691,000.00 referred to therein. She will be paid this amount in one lump sum and may use these funds toward purchase or rental of a replacement home or for any other purpose. As Plaintiff Vicente resides in an area that may be needed in the earlier phases of redevelopment, the Township may require her to move from her current residence. When this occurs, Ms. Vicente shall not be entitled to any further relocation benefits pursuant to any State, Federal or local law, and the fixed amount includes full satisfaction of any past, present, or future claims or relocation benefits that Ms. Vicente may or would otherwise be due or owed under any applicable law. When the Township elects to redevelop the area where Ms. Vicente presently resides, if there is available any remaining habitable Township units that are unoccupied, the Township will offer her another home to rent in the Gardens that is fully safe and habitable and meets applicable code requirements until replacement units are constructed. The Township will also notify or require to have notice sent to her when applications are being accepted for purchase of the replacement homes so that she may try to qualify for

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purchase of a replacement unit. The Parties further understand that the Township will eventually be re-developing the entire Gardens area and that there will eventually be no units available that are Township owned. When this occurs, Ms. Vicente shall not be entitled to any further relocation benefits pursuant to any State, Federal or local law, and the fixed amount includes full satisfaction of any past, present, or future claims or relocation benefits that Ms. Vicente may or would otherwise be due or owed under any applicable law.

6.2.2. Plaintiffs Alandia and Sheila Warthen are former tenants of Mt Holly Gardens. Neither of them received relocation benefits other than moving costs when they relocated from the Gardens. The Township will pay Plaintiff Alandia Warthen and Plaintiff Sheila Warthen fixed amounts as set forth in two separately signed release and agreement as to relocation benefits, moving costs, and/or damages, which are both a portion of the total amount set forth in Section 3.2, and is therefore fully understood by the Parties to be a portion of the \$691,000.00 referred to therein. These payments are in lieu of relocation assistance benefits. They will be made in one lump sum. Plaintiffs Alandia and Sheila Warthen may use these funds toward purchase or rental of a replacement home or for any other purpose. The Township will also notify them when applications are being accepted for apartment rentals or purchase of the replacement homes so that they may try to obtain a home in the redeveloped community.

6.3. Mount Holly Citizens in Action, Inc., having determined that this Settlement Agreement is in the best interests of its members, agrees to dismiss its claims pursuant to this Settlement Agreement.

7. Interim Improvements to Remaining Homes and Community.

7.1. The Parties recognize that it will take at least two to three years to construct the housing and will take even longer to fully redevelop the community. Certain repairs are needed to restore and maintain the current Gardens Homes in safe and fully habitable conditions during this period. Plaintiffs have provided to defendants a list of conditions requiring repair, contained in Exhibit I. The Township has agreed to make these repairs in accordance with the timetable set forth in Exhibit I.

7.2. The Parties further recognize that it is in the interest of all parties to make the community more livable for Plaintiffs during this time period and to increase the desirability and marketability of the Township's redevelopment. The Township agrees to make available several plots of land in the Gardens neighborhood no later than April 1, 2014 for use by Plaintiffs to make community gardens. Specifically, the Plaintiffs may use Township land within a fifty yard radius of the intersection of Grant Street and Levis Drive and Township land on Joseph Place. The Township also agrees to maintain all Township-owned vacant property located within the sections of the Gardens and redevelopment area at minimum compliance with applicable health and safety codes concerning exteriors of residential units and consistent with a residential appearance.

8. Contingency – Based on Changes in Circumstances of Plaintiffs

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8.1 Basis for Change in Agreement Terms. The Parties recognize that in order to adequately plan for and apply for funding for replacement housing and other aspects of the resolution plan, the Township has required, and Individual Plaintiffs have agreed, that each Individual Plaintiff designate at the time of the signing of this Settlement Agreement whether the Individual Plaintiff seeks a financial resolution payment package or a Replacement Home. However, because it will take a period of time for the Township and redevelopers to plan, develop, and construct the replacement housing, some Replacement Group Plaintiffs may experience changes in circumstances such as death, medical illness making independent living impracticable, or other factors that make continuing to wait for a replacement housing or moving into the replacement unit impracticable, unfeasible, or inconvenient. Such Replacement Group Plaintiffs may exercise an option of selling their Gardens Home to the Township as provided below.

8.2 Notice to Township. If a Replacement Group Plaintiff, representative, or heir, must sell the Gardens Home pursuant to 8.1, such person will give written notice to the Township of their intent to sell at least 90 days prior to an anticipated closing date.

8.3 Township Obligation to Purchase Gardens Home. The Township shall purchase the Gardens Homes from Replacement Group Plaintiffs pursuant to the procedures and conditions set forth in Section 3 above, except that the price shall be determined as follows: 140% of the Township's 2010 appraised value or \$60,000, whichever is greater. Under this contingency, no relocation benefits shall be provided. A specific chart of these plaintiffs' appraised values is attached hereto as Exhibit J.

8.4 Release of Claims. Upon such payment, the parties shall mutually release each other of all claims and the Township shall be free of any further responsibility for provision of temporary or permanent replacement housing.

9 Contingency - If Replacement Homes Are Not Provided Within Time Specified in Agreement Approval / Development/Grant Delays

9.1 Basis for Provision of Contingencies. The parties recognize that there may be delays not anticipated at the time of signing of this Agreement in the process of the overall development. Because Replacement Group Plaintiffs have at the time of this Settlement Agreement chosen to accept a Replacement Home in lieu of other options that may have been available to them, the parties recognize it is necessary to provide a process in the event that the development does not proceed on the anticipated schedule.

9.2 Anticipated Deadlines and Township's Options If Deadlines Not Met. The Township has agreed to provide Replacement Homes to all Replacement Group Plaintiffs in accordance with the following schedule: Phase I no later than December 31, 2014, Phase II no later than December 31, 2016, and Phase III no later than December 31, 2018. If the Replacement Homes are not being constructed according to schedule, the Township shall have the right to terminate the Additional Redeveloper Agreement in accordance with the terms set forth in that Agreement.

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9.3 Failure to Provide Replacement Homes Within Agreed Time Frame. If as of December 31, 2018, the Replacement Homes have not been made available to all Replacement Group Plaintiffs, the Replacement Group Plaintiffs who have not yet received a Replacement Home shall have the following options:

Option 1. Continuing to wait for a replacement home; or

Option 2. Selling their Gardens Home or Temporary Replacement House after exercising the option to take title in Section 5.4 to the Township at a price of \$150,000 in accordance with the procedures in Section 3.

10. Execution of this Agreement and Dismissal of Litigation

10.1 Effectuation of Settlement Agreement. This Settlement Agreement shall take effect only upon the occurrence of the following conditions: (1) execution of this Settlement Agreement by all parties and final vote and ratification of the Mount Holly Township Council of this Settlement Agreement; (2) execution of and Township Council ratification of an Additional Redeveloper Agreement between the Township and Additional Redeveloper that provides for the implementation of this Settlement Agreement, with that Redeveloper Agreement being in a form substantially similar to the draft Agreement attached hereto as Exhibit D; (3) execution of and Township Council ratification of the Amended Redeveloper Agreement between the Township and Keating that provides for the implementation of this Settlement Agreement, with that Amended Redeveloper Agreement being in a form substantially similar to the draft Agreement attached hereto as Exhibit E; (4) actual dismissal of the Township's petition for certiorari that is pending before United States Supreme Court of the United States as set forth in Section 10.4 below; and (5) entry by the United States District Court of a stipulation of dismissal and order dismissing Plaintiffs' complaint with prejudice as set forth in Section 10.5 below.

10.2 Effect of Signing of Settlement Agreement. It is anticipated that the Plaintiffs shall sign this Settlement Agreement prior to all of the conditions referred to in Section 10.1 above occurring. However, this Agreement shall not become binding on any party until all of the provisions in Section 10.1 are satisfied.

10.3 Dismissal of United Supreme Court Proceedings. Within 2 days of the execution of this Settlement Agreement by all parties, execution of the Redeveloper Agreements between the Township and Keating and the Township and The Reinvestment Fund, and passage and Ratification of this Agreement by the Township Council, the Township agrees to apply to the Supreme Court of the United States for dismissal of its pending petition for certiorari. The Township agrees to take all steps necessary to obtain the dismissal of the pending petition for certiorari. The Parties agree that the dismissal of the pending petition for certiorari is an essential condition for this Settlement Agreement to take effect. The failure of this condition within a reasonable period of time after the Township's filing of its dismissal request shall constitute a failure of this Settlement Agreement, and notwithstanding the Parties' signing per Section 10.2 the Settlement Agreement shall not become effective and pending litigation shall continue.

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10.4 Dismissal of United States District Court Proceedings. Immediately upon the completion of the application to the Supreme Court of the United States for dismissal of the Township's petition for certiorari per Section 10.4, the Parties agree to jointly submit a proposed stipulation of dismissal and dismissal order in accordance with Fed. R. Civ. P. 41(a)(A)(1)(ii) and L. Civ. R. 5.3 (d) that is in substantially the same form as the document attached hereto as Exhibit K to the United States District Court having jurisdiction over the pending complaint. Upon Township Council's vote approving this Settlement Agreement, counsel for all parties shall sign the stipulation of dismissal, the original of which shall be held by the Township's Solicitor, who will cause it to be submitted for entry to the District Court immediately upon confirmation of the dismissal of the pending petition for certiorari in the U.S. Supreme Court. The order shall have attached to it a fully executed copy of this Settlement Agreement. The order shall indicate that Plaintiffs' complaint shall be dismissed with prejudice, and shall expressly state that notwithstanding such dismissal with prejudice, the United States District Court shall retain jurisdiction for purposes of enforcement of the terms of the Settlement Agreement for a period of 6 years. The order shall be submitted by Counsel for the Plaintiffs with copies to all counsel of record in the pending litigation.

11. Breach, Default and Remedies

11.1 Breach. A party's violation of or failure to comply with any provision terms of this Settlement Agreement, or a party's failure to perform any obligation under this Settlement Agreement, shall be deemed to be a breach of this Settlement Agreement.

11.2 Default. Upon receipt of notice of a breach from any other party, the breaching party must cure the breach within 30 days, or else the breaching party shall be in default of this Settlement Agreement. However, if a breaching party in good faith undertakes to cure within 30 days, but a particular breach is of a nature that is not susceptible to cure within 30 days, then the time to cure before default occurs shall be extended to 60 days. In addition, pursuant to the Dispute Resolution process under Section 12, the parties may mutually agree to further extend the time to cure before default of this Settlement Agreement occurs.

11.3 Remedies. In the event of a default, the other Parties shall have all remedies at law and in equity and provided in this Settlement Agreement against the defaulting party, including but not limited to the Dispute Resolution process and application for enforcement to the United States District Court under Section 12. The remedies provided in this Settlement Agreement are cumulative and not exclusive and the decision to pursue one remedy at any time shall not be deemed an election of remedies hereunder.

11.4 Notices. Any notices relating to breach and default shall be given pursuant to Section 14.

12 Dispute Resolution and Enforcement

12.1 Jurisdiction. Upon dismissal of Plaintiffs' complaint as set forth in Section 10.5 above, the District Court shall retain jurisdiction for the purpose of enforcing the terms of this

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Settlement Agreement for six (6) years. Prior to the expiration of that time, any Party may move the District Court for an extension of the Court's jurisdiction for good cause shown.

12.2 **Dispute resolution.** The Parties recognize that questions may arise as to whether the Parties are fulfilling their obligations as set forth herein. In the spirit of common purpose and cooperation that occasioned this Settlement Agreement, the Parties agree that if differences arise between any of the Parties with respect to the Parties' compliance with, interpretation of, or implementation of the terms of this Settlement Agreement, efforts shall be made by the Parties to resolve such differences promptly in accordance with the following Dispute Resolution Procedure.

12.2.1 If one party believes an issue must be resolved, it shall promptly notify the other parties in writing of the issue and the facts and circumstances relied upon in asserting its position. The parties notified of the issue shall be given a reasonable period of time (not to exceed 20 days) to review the facts and circumstances and to provide the party raising the issue with its written position including the facts and circumstances upon which it relies in asserting its position. Within a reasonable period of time (not to exceed 20 days), the Parties shall meet, by telephone or in person, and attempt to resolve the issue informally. Upon mutual agreement, a mediator acceptable to both parties may be asked to mediate the dispute.

12.2.2 If a party believes that resolution cannot be achieved following a meeting to discuss the dispute, the party shall promptly notify the other parties in writing that it is terminating discussions, and shall specify its final position with regard to resolving the dispute. The notifying party may then petition the Court for relief.

12.2.3 Nothing in this Section shall prevent any party from seeking immediate relief from the District Court without first exhausting the Dispute Resolution procedure set forth in Sections 12.2(a) & (b) above if such party in good faith believes that the particular circumstances require immediate court action. Such party's application to the Court shall set forth the specific facts and circumstances supporting the party's good faith basis necessitating immediate court action.

13 General and Mutual Releases

All parties to this Agreement give up any and all claims and rights which they may have against the other parties to this Agreement with respect to all claims set forth or which could have been set forth in the complaint captioned *Mt. Holly Gardens Citizens in Action, Inc., et al. v. Township of Mt. Holly, et al.* Case No. Case No. 1:08-cv-02584-NLH-JS, in the United States District Court for the District of New Jersey. This releases all claims set forth or which could have been set forth in the complaint captioned *Mt. Holly Gardens Citizens in Action, Inc., et al. v. Township of Mt. Holly, et al.* Case No. Case No. 1:08-cv-02584-NLH-JS, in the United States District Court for the District of New Jersey, including those of which the parties are not aware and those not specifically mentioned in this paragraph. The parties specifically release any and all claims known or unknown, resulting or to result, that the parties may have or hereafter have against any other party with respect to all claims set forth in the complaint captioned *Mt. Holly Gardens Citizens in Action, Inc., et al. v. Township of Mt. Holly, et al.* Case No. Case No. 1:08-cv-02584-NLH-JS, in the United States

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District Court for the District of New Jersey. This paragraph does not intend to release Keating from any obligations contained in any and all Redevelopment Agreements entered into at any time by and between the Township and Keating. Keating and the Township acknowledge that the fulfillment of the Redevelopment Agreements are necessary to effectuate the terms of this Settlement Agreement.

14 Third Party Rights

Nothing in this Agreement shall be construed to create any benefits and/or rights in any persons or entities other than the parties hereto. Moreover, only the parties to this Agreement shall have the right to enforce it.

15 Notice

Any notice pursuant to this Agreement shall be given in writing and shall be delivered (a) in person, (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) by legible facsimile or email (followed by hard copy delivered in accordance with preceding clauses (a) or (b), and such notices shall be addressed as follows:

To Plaintiffs:

Mount Holly Citizens in Action
c/o James Potter
126 Levis Drive
Mount Holly, NJ 08060

All Other Plaintiffs as Listed on Exhibit A

With a copy to:

Olga D. Pomar, Esq.
South Jersey Legal Services, Inc.
745 Market Street
Camden, NJ 08102
Telephone: (856) 964-2010
Fax: (856) 338-9227

Susan Ann Silverstein, Senior Attorney
AARP Foundation Litigation
601 E Street, NW
Washington DC, 20049
Telephone: (202) 434-2159
Fax: (202) 434-6424

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To the Township:

Township of Mount Holly
23 Washington Street
Mount Holly, NJ 08060
Telephone: (609) 845-1100
Fax: (609) 267-8155
Attention: Eric Berry, Township Manager

With a copy to:

George Saponaro, Esq., Township Attorney
Saponaro & Sitzler
27 Cedar Street
Mount Holly, NJ 08060
Telephone: 609- 518-1256
Fax: 609-518-1257

To Triad:

Triad Associates
1301 West Forest Grove Road
Vineland, NJ 08360
Telephone: 856-690-5749
Fax: 856-690-5622

With a copy to:

Gaetano Mercogliano, Esq.
Sweeney & Sheehan
Sentry Office Plaza, Suite 500
216 Haddon Avenue
Westmont, NJ 18108
Telephone: (856) 869-5600
Fax: (856) 869-5605

To Keating:

Keating Partners
The Phoenix, Suite 201
1600 Arch Street

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Philadelphia, PA 19103
Telephone: (267) 232-5700
Fax: (267) 232-5799

With a copy to:

William James DeSantis
Ballard Spahr
210 Lake Drive East, Suite 200
Cherry Hill, NJ 08002
Telephone: 856-761-3483
Fax: 856-761-1020

16 Miscellaneous Provisions

16.1 Cooperation. The Parties agree to cooperate with each other and use their best efforts to effectuate and not frustrate the intent of this Settlement Agreement.

16.2 Days. In this Settlement Agreement, unless expressly stated otherwise, when the word "day" or "days" is used it means a Calendar Day rather than a Business Day.

16.3 Binding Effect and Successors and Assigns. This Settlement Agreement is binding upon and inures to the benefit of the Parties and their successors and assigns. Wherever the terms "Party," "Parties," are used in this Settlement Agreement they are deemed to include their respective successors and assigns.

16.4 No Waiver. The failure by any Party to object to or take any affirmative action with respect to any conduct of any other Party that is in violation of this Settlement Agreement shall not constitute, nor be construed as a waiver thereof, of any future breach or of any subsequent wrongful conduct.

16.5 Captions. All paragraph, subparagraph and section headings used herein are included for convenience of reference purposes only and shall be accorded no consideration in the interpretation of the provisions, terms and conditions of this Settlement Agreement.

16.6 Construction. This Settlement Agreement shall be construed and interpreted without regard to any canon, rule, law, custom or statute providing for interpretation against the draftsperson. This Settlement Agreement has been negotiated equally among each of the Parties. Nothing contained in this Settlement Agreement shall be construed so as to require or allow any Party to perform any act or omit to perform any duty that would have the effect of causing any other Party to be in violation of applicable law or the terms of any approval, except in strict accordance with the default and remedies provisions of this Settlement Agreement and only to the extent specifically authorized by those provisions.

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16.7 Plural, Singular and Gender. For all purposes hereof, words connoting a particular gender shall, where applicable, be deemed to mean and include the correlative words of the other gender, and words importing the plural number shall, where applicable, be deemed to mean and include the correlative words of the singular number and vice versa.

16.8 Choice of Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the principles governing choice of law.

16.9 Modification. The terms of this Settlement Agreement may be modified by consent of the parties as follows:

16.9.1 Terms of this Settlement Agreement that apply to an Individual Plaintiff may be modified by the Township and the Individual Plaintiff provided that: 1) the changes in the terms are not material to the goals, purposes, effectuation or completion of the agreement between the parties; 2) do not reduce, diminish or compromise in any way the resources, time or monies intended to be used for the overall accomplishment of the purposes of this Settlement Agreement; 3) the changes are necessary to effectuate the intent of the overall Settlement Agreement; and 4) the Township, the Individual Plaintiff and the attorneys for the any Remaining Plaintiffs who have not yet received relief have reviewed the modification and consented that the modification meets these requirements.

16.9.2 This Settlement Agreement may only be amended in a writing signed by all Parties hereto. Any time limits for performance imposed by this Settlement Agreement may be extended by mutual written agreement of the Parties. The other provisions of this Settlement Agreement may be modified by written agreement of the Parties. Any modification by written agreement of the Parties will be effective upon filing of the written agreement with the Court, and shall remain in effect until released in writing by the parties or the terms of the agreement are satisfied.

16.10 Entire Agreement. This Settlement Agreement and its exhibits contain the entire Settlement Agreement among the Parties concerning the subject matter of this Settlement Agreement. No representative, agent or employee of any of the Parties has been authorized to make any representations or promises with reference to this Settlement Agreement or to vary, alter or modify the terms hereof except as stated herein.

16.11 No Liability. This Agreement shall not constitute an adjudication or finding on the merits of the lawsuit, and should not be construed as an admission or acknowledgement of any wrongdoing or liability by any Party, or any of its officers, directors, agents, consultants, employees or any of the Parties' predecessors or successors in interest, the same being expressly denied.

16.12 Indemnification. The Parties acknowledge that there are persons or entities who own real property in the Gardens Neighborhood and West Rancocas Redevelopment Area, who are not parties to this action (hereinafter the "non-plaintiff property owners"). The Township agrees that it will defend, indemnify and hold harmless Keating and its insurers from any and all claims, demands, actions, causes of action, costs and expenses that may hereafter at any time be made or brought against Keating or its insurers, successors and assigns, by these non-plaintiff property owners. This indemnification obligation includes all damages incurred by Keating, including

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attorney's fees, for any future claim, demand, action, cause of action brought by any non-plaintiff property owners.

16.13 Costs and Fees - Settlement. Each party will bear its own costs and attorneys' fees associated with this litigation, except as provided in Section 3.2 of this Agreement. Any Attorneys' Fees Reimbursement made pursuant to Section 3.2 herein is in full satisfaction of any and all claims for reimbursement of reasonable attorneys' under any provision for fees pursuant to 42 U.S.C. § 3613(c)(2), and any and all potentially applicable common law or statutory rights pursuant to any State, Federal or other statute through the date of full execution of this Agreement. The Parties agree that the payment of the Attorneys' Fees is not and shall not be construed as evidence that the plaintiffs are a "prevailing party" pursuant to 42 U.S.C. § 3613(c)(2).

16.14 Severability. The illegality, unenforceability or inconsistency of any provision of this Settlement Agreement or any other instrument or agreement required hereunder shall not in any way affect or impair the legality, enforceability or consistency of the remaining provisions of the Settlement Agreement or any other instrument or agreement required hereunder. Because all parties were represented by counsel during the drafting of this Settlement Agreement, any inconsistency or ambiguity in the Settlement Agreement shall not be construed against any one party. This clause shall not be construed to supersede the contingency provisions in Sections 8 and 9 of this Settlement Agreement.

16.15 Notice of Lawsuits. The Parties agree to provide each other with immediate notice, pursuant to the notice provisions hereof, of any lawsuits, actions or governmental declarations threatened or pending, of which they are actually aware, and which may affect the provisions of this Settlement Agreement or implementation thereof.

16.16 Authority. The Parties represent and warrant to each other that they each have the power and authority to enter into this Settlement Agreement, subject to final approval and ratification by the Council for the Township of Mount Holly, carry out the obligations contemplated hereby and execute and deliver the documents contemplated hereby and that the persons executing this Settlement Agreement and said documents contemplated hereby on their behalf have been duly authorized to do so. The Parties further represent and warrant to each other that entering into and carrying out the terms of this Settlement Agreement will not place them in default under any other Settlement Agreements, orders and the like to which they are parties.

16.17 Counterparts. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

16.18 Incorporation. The Preamble to and Recitals of this Settlement Agreement and the Exhibits attached to this Settlement Agreement are incorporated into and made part of this Agreement by reference as if set forth in this Settlement Agreement at length.

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[SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

WITNESS:

Township of Mount Holly

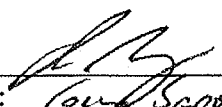
Name: Gabe Saporan Esq
Title: Township Attorney
Date: 11-13-13

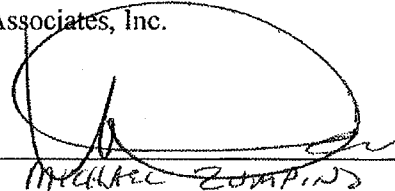
By: [Signature]
Name: Ellen Berry
Title: Township Manager
Date: 11/13/13

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ATTEST:

Triad Associates, Inc.

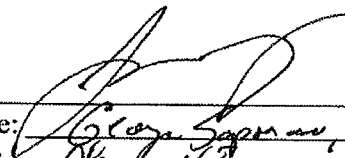
By: 
Name: Gary Saporan, Esq.
Title: Attorney at Law
Date: 11-12-13

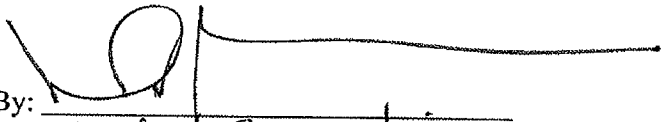
By: 
Name: Michael Zampino
Title: CHAIRMAN, CEO
Date: 11-12-13

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ATTEST:

Keating Urban Partners, L.L.C.

By: 
Name: Gregory Saperstein, Esq.
Title: Attorney at Law
Date: 11-13-13

By: 
Name: Michael Sencindjic
Title: Pres
Date: 11.13.13

"Redevelopment Area" shall have the meaning given to it in the recitals.

"Redevelopment Area Properties" is defined as the properties identified for redevelopment in the Recitals.

"Redevelopment Counsel" shall be the law firm appointed by the Township as Redevelopment Counsel.

"Redevelopment Law" means the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented.

"Redevelopment Plan" shall have the meaning given to it in the recitals.

"Redevelopment Project" means the financing, construction and completion, marketing and sale of the buildings and structures on the Property.

"Redevelopment Project Improvements" means all improvements and site preparation work, and amenities necessary for the commencement of construction of the Redevelopment Project.

"Required Easement" shall have the meaning set forth in Section 6.02 of this Agreement
"State" means the State of New Jersey.

"Tolling Event" is defined in Section 4.17 hereof.

"Township" means the Township of Mount Holly, in the County of Burlington, New Jersey, a municipal corporation of the State.

"Township Approvals" shall mean all approvals of Planning Board Building Code Office, Zoning Code Office and all other Township Boards or officials having jurisdiction over the West Rancocas Redevelopment Area.

"Township of Mount Holly" means the municipal corporation of the State of New Jersey, located in the County of Burlington, with offices located at 23 Washington Street, Mount Holly, New Jersey 08060.

"Township Indemnified Parties" means the Township and their officers, agents, employees, contractors, and consultants.

"Transfer" is defined in Article 8 hereof.

"United States Bankruptcy Code" means Title 11 of U.S.C.A.

"West Rancocas Redevelopment Area" means certain properties in the Township of Mount Holly designated as an "area in need of redevelopment" pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

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

- A. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Redevelopment Agreement.
- B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.
- D. Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be Solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.
- E. Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.
- F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time.
- G. Unless otherwise indicated, any "fees and expenses" shall be required to be customary and reasonable.

ARTICLE 2
GENERAL REPRESENTATIONS AND WARRANTIES

SECTION 2.1. Representations and Warranties by Redeveloper. Redeveloper hereby represents and warrants the following to Township for the purpose of inducing Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

- A. Redeveloper shall carry out the Redevelopment Project in accordance with the provisions of this Redevelopment Agreement and Legal Requirements, including, but not limited to, the Redevelopment Law, all Governmental Approvals and Environmental Laws.
- B. Redeveloper is a non-profit corporation of the Commonwealth of Pennsylvania, is qualified to do business and is in good standing under the laws of the State of New Jersey, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Redevelopment Agreement.

C. Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

D. This Redevelopment Agreement is duly executed by Redeveloper, and is valid and legally binding upon Redeveloper and enforceable in accordance with its terms. The execution and delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which Redeveloper is a party.

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

F. No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper shall have been filed.

G. No indictment has been returned against any official of Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement.

H. There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (1) questions the authority of the Redeveloper to enter into the Redevelopment Agreement or any action or act taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; or (2) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform its obligations pursuant to the terms of this Redevelopment Agreement.

I. Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

J. All information and statements included in any information submitted to the Township and its agents are true and correct in all material respects. Redeveloper acknowledges that the facts and representations contained in the information submitted by Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement.

K. Redeveloper is financially and technically capable of developing, designing, financing and constructing the Redevelopment Project

L. The ownership structure of Redeveloper is set forth on Exhibit C. Redeveloper shall, at such times as Township may request, furnish Township with a complete statement subscribed and sworn to by the managing member of Redeveloper, setting forth all of the ownership interests of Redeveloper, or other owners of equity interests of Redeveloper and the

extent of their respective holdings, and in the event any other parties have a beneficial interest in Redeveloper's entity, their names and the extent of such interest.

M. Redeveloper shall prepare forecasts and financial reports as required by Township, and prepare and present of such other reports to Township as Township may request.

N. Redeveloper shall establish and maintain appropriate books and records for all Redeveloper activities herein.

O. Redeveloper shall develop a comprehensive marketing plan, including sale, advertising and communication coordination, implementation and supervision thereof.

P. Redeveloper shall undertake with due diligence (1) the financing of the Redevelopment Project, (2) development of the Redevelopment Project, (3) to begin and complete each item in the Project Schedule on or prior to the date set forth in the Project Schedule (and for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period), (4) to seek buyers for the Project Improvements. All activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by developers of first class developments of the same type and nature of the Redevelopment Project.

Q. In the event Redeveloper wishes to materially change or modify the Project Improvements, Township's written approval must be secured prior to development of the altered Project Improvements. Redeveloper acknowledges that Township has relied on the Project schedule in entering into its obligations under this Redevelopment Agreement.

R. Upon completion of the development and construction of the Redevelopment Project, Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Redevelopment Project for the purposes contemplated hereby.

S. Redeveloper shall not suspend or discontinue the performance of its obligations under this Redevelopment Agreement, other than in the mariner provided for herein, for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or destruction of the Redevelopment Project.

T. Redeveloper shall immediately notify the Township of any material change in its financial condition from the information provided to the Township by the Redeveloper indicating Redeveloper's financial capability to develop, finance and construct the Redevelopment Project in furtherance of the Township's consideration in designating Keating Urban Partners, LLC as Redeveloper.

U. Redeveloper shall make all payments in satisfaction of Redeveloper's financial obligations as set forth in this Redevelopment Agreement.

V. Redeveloper shall not use the West Rancocas Redevelopment Area, Project Improvements, or any part thereof for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

W. Redeveloper shall not use the West Rancocas Redevelopment Area, Project Improvements, or any part thereof for which a Certificate of Completion has not been issued as collateral for an unrelated transaction. Other than the Township obligations set forth herein, Redeveloper shall complete the Redevelopment Project at its sole cost and expense using any public and/or private resources that may be available. Township shall in no way be obligated to provide any such resources. The Township has committed Three Hundred Thousand Dollars (\$300,000.00) of its RCA funds to the project which funds shall be part of the \$2,100,000.00 Purchase Price for the acquisition of the Property. Any funds received by the Township in excess of Three Hundred Thousand Dollars (\$300,000.00) shall be added to the Purchase Price.

X. 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 sex in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the West Rancocas Redevelopment Area nor shall Redeveloper itself, or any Affiliate claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees, or vendees on the West Rancocas Redevelopment Area.

Y. Redeveloper shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the West Rancocas Redevelopment Area (or any part thereof) on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or sex of any person.

Z. Redeveloper warrants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the West Rancocas Redevelopment Area and not for speculation in land holding.

SECTION 2.2. Representations and Warranties by Township. Township hereby represents and warrants the following to Redeveloper for the purpose of inducing Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

A. Township has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which Township is a party, to consummate the transactions contemplated hereby, and to perform their obligations hereunder.

B. This Redevelopment Agreement is duly executed by Township and is valid and legally binding upon Township and enforceable in accordance with its terms on the basis of Legal Requirements presently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which Township is a party.

C. There is litigation currently pending appeal: "Citizens in Action", a group of residents of the Mount Holly Gardens challenged the designation of the Gardens neighborhood as an "area in need of redevelopment" and the validity of the Redevelopment Plan, and further

alleged civil rights violations. The New Jersey Superior Court Law Division dismissed the claims against the redevelopment designation and the Redevelopment Plan with prejudice, finding that the designation was supported by substantial, credible evidence and that the Township's adoption of the Redevelopment Plan was not arbitrary, capricious or unreasonable. The Court further dismissed the civil rights claims without prejudice, finding that the designation of a redevelopment area and the adoption of a redevelopment plan do not violate the plaintiffs' civil rights. There is no additional pending or to the best of Township's knowledge additional, threatened litigation that would prevent Township from performing its duties and obligations hereunder. The Redeveloper is not a party to this or any related litigation and is hereby held harmless by the Township with respect to any claims arising from or related to the existing or any related litigation in accordance with the provisions of Section 10.2. The litigation is now the subject of a settlement agreement (the "Settlement Agreement") which is being executed contemporaneously with this Redevelopment Agreement. The terms of the Settlement Agreement that are applicable to the Redeveloper are incorporated herein and made a part hereof.

D. The Township has utilized reasonable efforts to deliver to Redeveloper complete copies of all documents and materials in the Township's possession of which it has knowledge relating to the West Rancocas Redevelopment Area and to the development and proposed use thereof, including all documents relating to the physical and environmental conditions of such West Rancocas Redevelopment Area.

E. The Township shall reasonably cooperate with the Redeveloper in order to enable the Redeveloper to carry out its obligations and responsibilities under this Redevelopment Agreement.

SECTION 2.3. Mutual Representations.

A. The Township and Redeveloper agree that the Redevelopment Project will be governed by the Redevelopment Agreement.

B. In the event that any contractual provisions that are required by Legal Requirements have been omitted, then the Township and Redeveloper agree that this Redevelopment Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Redevelopment Agreement. If such incorporation occurs and results in a change in the obligations or benefits of one of the parties, the Township and Redeveloper agree to act in good faith to mitigate such changes in position.

ARTICLE 3 REDEVELOPER COVENANTS; DECLARATION OF COVENANTS AND RESTRICTIONS; TOWNSHIP COVENANTS

SECTION 3.1 Redeveloper Covenants. Redeveloper covenants and agrees that (collectively, "Redeveloper Covenants");

A. Redeveloper shall construct only the uses established in the current Redevelopment Plan.

B. Redeveloper shall pay the Township \$2.1 Million Dollars (\$2,100,000.00) for the Property. A non-refundable \$1.8 Million Dollar (\$1,800,000.00) towards the purchase price shall be paid by the Redeveloper to the trust account of Florio Perrucci Steinhardt & Fader, LLC upon the execution of this Agreement and held by them until released in accordance with the terms of an Escrow Agreement between the parties hereto of even date herewith.

C. Through agreements made through the Redeveloper and Keating Urban Partners, LLC, the Redeveloper will cause forty-four (44) single-family townhouses to be constructed on the blocks and lots subject to this Redevelopment Agreement. The forty-four (44) single-family townhouses will be subject to a homeowner's association, which will have limited responsibilities and fees consistent with the term of the Settlement Agreement. Redeveloper shall apply for and secure all subsidy and debt financing for the Redevelopment Project. If Redeveloper is not successful in obtaining HOME and CHOICE funds or any other public or private subsidy for Phase 2 by December 31, 2015, the Township may declare this contract null and void. If Redeveloper is not successful in obtaining HOME and CHOICE or any other public or private subsidy funds for Phase 3 of the Project on or before December 31, 2017, the Township may declare this contract null and void. If this Agreement is declared null and void, neither party shall have any further obligations to the other. No funds paid by Redeveloper to the Township shall be refunded. However, a lien of \$400,000.00, which is part of the \$2.1 Million Dollar (\$2,100,000.00) purchase price shall survive and be satisfied by subsequent developers of the Project or homebuyers.

D. The Redeveloper will make available for sale up to twenty homes to existing Mount Holly Gardens residents who are Plaintiffs in the current litigation; the remaining homes will be sold to the general public.

E. Redeveloper shall work together with the Township of Mount Holly Tax Assessor to establish a clear and predictable tax assessment for deed restricted affordable housing units, which is in keeping with the programmatic purpose of creating long-term affordable housing for low and moderate income families or Redeveloper shall assign its rights under this Redevelopment Agreement to a New Jersey Urban Renewal entity and apply for long-term tax abatement which shall be transferrable to the final users of the property. This Agreement is contingent upon the Township approving an application by the Redeveloper for a twenty (20) year financial agreement (PILOT).

F. The Redeveloper shall cause Keating Urban Partners, LLC to build the forty-four (44) units in accordance with HOME and CHOICE specifications, as approved by the Township on the Property.

G. The Redeveloper shall cause Keating Urban Partners, LLC to build the units in three phases:

- A. Phase 1 - The first four (4) homes will be built on Block 1205, Lot 43. These homes will be built as replacement homes for existing Mount Holly Gardens residents in accordance with the terms set forth in the Settlement Agreement by and between the parties in the matter of *Mt. Holly Garden Citizens in Action v. Township of Mt. Holly, et als.*, USDC Civil No.: 08-

2584. The Township shall pay for the construction of these homes and all costs related to the transfer of title to and from the Redeveloper.

- B. Phase 2 – Twenty (20) homes within two years of preliminary and final site plan approvals for this Redevelopment Project. Sixteen of these homes shall be made available as replacement homes for existing Mount Holly Gardens residents in accordance with the terms of the Settlement Agreement by and between the Parties in the litigation referenced in the above paragraph.
- C. Phase 3 – The remaining twenty (20) homes within two years of the sale of 65% of the homes in Phase 2 in accordance with the Settlement Agreement.

The above timeline assumes that Keating Urban Partners, LLC through its Redevelopment Agreement with the Township, has timely completed all infrastructure installation and site preparation so as to allow the Redeveloper to timely commence construction of the homes.

H. Redeveloper shall be without the power to sell, lease or otherwise transfer the redevelopment area or project, or any part thereof, without the written consent of the municipality.

I. Upon the completion of the required improvements, the conditions determined to exist at the time the area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be deemed to be subject to eminent domain.

SECTION 3.2. THIS PARAGRAPH INTENTIONALLY OMITTED

SECTION 3.3. Effect and Duration of Redeveloper Covenants. It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in Section 3.1 and those elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the West Rancocas Redevelopment Area, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the West Rancocas Redevelopment Area or any part thereof. It is further intended and agreed that the agreements and covenants in 3.1 shall remain in effect without limitation as to time. However, such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the West Rancocas Redevelopment Area, the buildings and structures thereon or any part thereof.

SECTION 3.4. Enforcement by Township. In amplification, and not in restriction, of the provisions of this Article 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and, the Declaration shall so state) run in favor of Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether Township has at any time been, remains, or is an owner of any land or interest therein. Township shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled. Upon redevelopment of the Redevelopment Area and completion of the Redevelopment Project, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Redevelopment Project or applicable portion thereof.

SECTION 3.5 Township Covenants. Township covenants and agrees that (collectively, "Township Covenants"):

- A. Township shall, if necessary, use its powers of eminent domain to acquire parcels in the Redevelopment Area.
- B. Township shall affirmatively support Redeveloper in its application for housing subsidy programs which shall include, but is not limited to, HOME, RCA, Balanced Housing, CHOICE.
- C. Township shall cooperate with Redeveloper to secure all necessary approvals in a timely manner.
- D. Township shall convey the Property to the Redeveloper in phases upon receipt of all necessary subsidies required per phase of this Agreement. Each of the lots conveyed by the Township shall be improved and approved by the Township pursuant to its Redevelopment Agreement with Keating Urban Partners, LLC and be ready for construction of the homes.
- E. Township will enter into a twenty (20) year long-term financial agreement with the Redeveloper.
- F. Township shall purchase, at its cost, the parcels subject to this Agreement which it does not already own for subsequent conveyance to Redeveloper.

ARTICLE 4 IMPLEMENTATION OF PROJECT

SECTION 4.01 Timing of Redevelopment. Under the terms of this Agreement, the development and construction of the Redevelopment Project will occur upon obtaining all necessary subsidies and approval from the Township and upon completion of the infrastructure installation and site preparation by Keating Urban Partners, LLC under its Redevelopment Agreement with the Township.

SECTION 4.02. Construction in Compliance with Redevelopment Plan, Master Plan and Final Site Plan; Budget and Permits. The Redeveloper shall cause the Redevelopment Project to be designed and constructed by Keating Urban Partners, LLC in accordance with the Redevelopment Plan, the Master Plan and the Final Site Plan approved by the Planning Board.

SECTION 4.03. Existence of Utilities. The parties acknowledge that local public utility providers may have certain rights with respect to the West Rancocas Redevelopment Area and may own certain facilities located therein. By separate Agreement, Keating has agreed that it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and improvements and easements therefore, in order to complete the Redevelopment Project as provided by this Redevelopment Agreement, provided that Township shall provide any appropriate order to accomplish such relocation, consistent with the provisions of N.J.S.A. 40A:12A-10, and that any costs incurred by Township in connection with same shall be the cost of Keating and not the Redeveloper.

SECTION 4.04. Sewer Connection Fees. New Jersey law permits a municipality utilities authority that provides sewer service within the municipality to charge a connection fee or tapping fee in respect of each connection of any property with the sewerage system. Such connections shall be uniform within each class of users and shall not exceed the actual cost of the physical connections plus the capital cost of the construction of the sewerage system calculated pursuant to statute. The connection fee shall be apportioned to each new connector according to the number of service units attributed to that connector. The connection fee shall be calculated annually and may be imposed upon those who subsequently connect in that fiscal year to the system. N.J.S.A. 40:14B-22. New Jersey law also permits a municipality utilities authority which provides sewer service within the municipality to charge an annual sewer service charge applied uniformly throughout the municipality. The sewer service charge shall be calculated pursuant to N.J.S.A. 40:14B-22. Additionally, the municipal utilities authority shall be entitled to charge the sewer connection fees and service fees permitted by law. The sewer service fees shall be those fees calculated pursuant to N.J.S.A. 40:14B-22. The Parties acknowledge any fees charged by the Mount Holly Municipal Utilities Authority shall be the cost of the Township and not the Redeveloper.

SECTION 4.05. Occupancy Permit. Redeveloper shall obtain all required occupancy permits and authorizations from appropriate authorities, if any are required, authorizing the occupancy and uses of the Redevelopment Project for the purposes contemplated hereby.

SECTION 4.06. Certificate of No Default. At the Township's request, Redeveloper shall deliver to Township a certificate to the effect that Redeveloper is not aware of any condition,

event or act that constitutes a violation of this Redevelopment Agreement or that would constitute an Event of Default hereunder and no condition, event or act exists that, with notice or lapse of time, or both, would constitute such a violation, or Event of Default, or if any such condition, event or act exists, specifying the same.

SECTION 4.07. Certificate of Occupancy and Certificate of Completion. Upon completion of any portion of construction in accordance with the Governmental Approvals and Legal Requirements, the Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for that portion of the Redevelopment Project. Following the issuance of the Certificate of Occupancy and the satisfaction of terms and conditions of this Redevelopment Agreement, the Township agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Redevelopment Agreement and has completed construction of such portion of the Redevelopment Project in accordance with the requirements of this Redevelopment Agreement. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants in this Redevelopment Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct such portion of Redevelopment Project within the dates for the completion of same. Within 30 days after written request by Redeveloper, the Township shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to complete such portion of Redevelopment Project in accordance with the provisions of this Redevelopment Agreement and/or reasons why Redeveloper is otherwise in default under this or any other applicable agreement and what reasonable measures and/or acts will be necessary for the Redeveloper to be entitled to the Certificate of Completion.

SECTION 4.08. Execution of Documents. Redeveloper shall, in order to effectuate the purposes of this Redevelopment Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the acquisition, construction and development of the Redevelopment Project in accordance with all necessary Governmental Approvals.

SECTION 4.09. Compliance with Redevelopment Agreement. Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, contractors engaged by Redeveloper or any of Redeveloper's subcontractors shall have the skill and judgment necessary to implement the Redevelopment Project in compliance with the terms and conditions of this Redevelopment Agreement.

SECTION 4.10. Cooperation. Both parties shall fully cooperate with each other as necessary to accomplish the Redevelopment Project, including entering into additional agreements that may be required, provided, however, that such actions shall not result in a material increase in the parties' respective obligations hereunder or material decrease in the parties' respective rights hereunder.

SECTION 4.11 This Redevelopment Agreement shall become effective upon its execution by the parties hereto, and shall remain in full force and effect from such date until the

Redevelopment Project has been implemented and completed, as evidenced by the issuance of the final Certificate of Completion, in accordance with the terms of this Redevelopment Agreement, the Redevelopment Plan and the requirements of the approved Final Site Plan and any other Governmental Approvals.

ARTICLE 5

ACKNOWLEDGMENT OF RECEIPT OF COLLATERAL DOCUMENTS

SECTION 5.1. Simultaneous Delivery of Documents by Redeveloper. Redeveloper and Township agree that the rights, obligation and liabilities of the parties under this Redevelopment Agreement are conditioned upon the delivery of the following fully executed collateral documents and hereby acknowledge the receipt of such documents, simultaneously with the execution of this Redevelopment Agreement:

A. A certification of Redeveloper's legal counsel, in a form reasonably acceptable to Township, to the effect set forth in Section 2.1 B - F hereof.

B. Copies of the Certificate of Formation and Certificate of Good Standing of Redeveloper, duly certified by the Secretary of State of the state of Redeveloper's formation.

ARTICLE 6

ACQUISITION OF GARDENS REDEVELOPMENT AREA PROPERTY

SECTION 6.01. Acquisition of Redevelopment Area Properties. The Redevelopment Area Properties have been or will be acquired by the Township and then transferred to the Redeveloper. In the event the Township, after exercising a good faith offer to acquire such properties by a negotiated Agreement of Sale, determines it is unable to acquire said properties, then the Township shall take action to acquire such properties, including an exercise of its powers of eminent domain in accordance with the Eminent Domain Act.

SECTION 6.02. Acquisition of Easements. To the extent permitted by Applicable Law, the Redeveloper may request that the Township acquire all easements for road access, utilities or construction (the "Required Easements") that are reasonably required by the Redeveloper for or with respect to the Redevelopment Project. In such event, the Redeveloper shall provide written notice to the Township and such notice shall specify with respect to such Required Easement, at a minimum, the location and dimensions of such Required Easement, the purpose for which the Required Easement is intended, whether such Required Easement is to be permanent or temporary and whether the Required Easement is to be exclusive or in common with others entitled thereto. A Required Easement(s) shall be deemed to be a part of the West Rancocas Redevelopment Area Property.

ARTICLE 7

PROJECT OVERSIGHT

SECTION 7.1. Progress Meetings. As of and from the receipt of final Planning Board approvals, Redeveloper shall attend and participate in monthly progress meetings with representatives of Township to report on the status of the Redevelopment Project and to review the

progress under the Project Schedule. Township shall give Redeveloper fifteen days (15) advance written notice of such meetings. The meetings shall be held at the Mount Holly Municipal Building or other convenient location agreed upon by the parties. The agenda for the meeting shall include, but not be limited to, a status report with regard to property acquisition, Governmental Approval submissions and approvals, financial commitments, construction of Project Improvements, compliance with the Master Plan and activities concerning relocation, marketing, sales and leasing. At the meeting, this information will be evaluated by Township to determine compliance with the terms and conditions of this Redevelopment Agreement and the Project Schedule. Township shall have the right at all reasonable times to inspect the books and records of Redeveloper which are pertinent to the purposes of this Redevelopment Agreement and to the progress meetings. The Redeveloper shall also have the right to attend all Progress Meetings between Keating Urban Partners, LLC and the Township.

SECTION 7.2. Progress Reports. As of and from the receipt of final Planning Board approvals, Redeveloper shall submit to Township a detailed quarterly written progress report ("Progress Report") (or more frequent Progress Reports, if requested by Township) which shall include a description of activities completed, the activities to be undertaken prior to the next quarterly progress report, the status of all Governmental Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed. The written progress report shall also contain the most current Certificate of No Default. The Redeveloper shall have the right to receive all Progress Reports received by the Township from Keating Urban Partners, LLC.

SECTION 7.3. Access to West Rancocas Redevelopment Area Township and its authorized representatives, upon reasonable notice, shall have the right to enter the West Rancocas Redevelopment Area to inspect the site and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement, provided, however, that Township acknowledges hereby that the West Rancocas Redevelopment Area will be an active construction site and Redeveloper shall not be liable or responsible to Township, its employees or agents for injury to person or property sustained in connection with such inspections except to the extent that Redeveloper violates the standard of due care owed to invitees. Such entrance shall be for informational purposes and shall not relieve Redeveloper from its obligation to implement the Redevelopment Project in accordance with this Redevelopment Agreement. In no event shall Township's inspection of the Redevelopment Project be deemed acceptance of the work or be deemed to waive any right Township has under this Redevelopment Agreement. Permit officials shall be permitted to enter the West Rancocas Redevelopment Area at any time. The Redeveloper shall have a similar rights and obligations during the site preparation of the Property by Keating Urban Partners, LLC.

SECTION 7.4. Submissions and Presentations to Township. Redeveloper shall be required to provide Township with a copy of each and every application for Governmental Approvals submitted to Governmental Bodies at the same time those applications are submitted to same. Prior to any site plan application, Redeveloper shall be available to make a presentation to Township of such application and shall take into consideration reasonable comments of Township.

ARTICLE 8 TRANSFERS

SECTION 8.1. Prohibition Against Transfers. Redeveloper recognizes the importance of the Redevelopment Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Township in entering into this Redevelopment Agreement, particularly in view of the public aids that have been or will be made available for the purpose of making such redevelopment possible. The Township considers that a Transfer of the ownership in Redeveloper, or any other act or transaction involving or resulting in a significant change in the ownership of or with respect to the identity of the parties in Control of Redeveloper or the degree thereof, is for practical purposes a Transfer or disposition of the Redevelopment Project then owned by Redeveloper. Redeveloper recognizes that it is because of such qualifications and identity that the Township is entering into this Agreement with Redeveloper, and, in so doing, the Township is relying on the obligations of Redeveloper and not some other Person or entity for the faithful performance of all undertakings and covenants to be performed by Redeveloper hereunder. The fact that the identity of the Redeveloper and its qualifications are critical to the Township in entering into this Redevelopment Agreement.

SECTION 8.2. Redeveloper Covenants. Redeveloper covenants and agrees that:

A. Except for Permitted Transactions, as defined below, prior to the issuance of a Certificate of Completion, Redeveloper shall not, without the prior written consent of Township: (i) effect or permit any change, directly or indirectly, in the majority ownership or control of Redeveloper (except in the case of death of an individual(s) having such ownership or control), (ii) assign or attempt to assign this Redevelopment Agreement or any rights herein or in the West Rancocas Redevelopment Area, or (iii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the West Rancocas Redevelopment Area or the Project Improvements (collectively a "Transfer"), provided, however, that these restrictions shall not apply as to a portion thereof, following the issuance of a Certificate of Completion for such portion thereof.

B. The following transactions are exceptions to the prohibition set forth in the previous subparagraph and shall not require prior approval by Township ("Permitted Transactions"), the written consent of Township to such transfers being deemed given hereby provided notice of same is given to Township: (1) a mortgage or mortgages for the purposes of financing the Project Costs associated with, or incurred in connection with, the acquisition of the West Rancocas Redevelopment Area or the development and construction of the Redevelopment Project, provided that the occurrence of an Event of Default as to Redeveloper hereunder constitutes an event of default by Redeveloper under the loan documents documenting such financing; (2) and utility and other development easements; (3) sale of completed residential or commercial unit End Users; and (4) transfers and assignments between the entities with common ownership and control. (It is acknowledged that, TRF Development Partners, Inc., will assign its rights and obligations under this Redevelopment Agreement to a to-be-formed single purpose LLC with the majority ownership of such LLC being an entity with members that mirrors those members of TRF Development Partners, Inc.

C. Redeveloper shall not transfer the Redevelopment Project without Township consent and until all homes are sold to individuals.

SECTION 8.3. Notice of Permitted Transactions. With respect to any Permitted Transactions, except as described in Section 8.2B, Redeveloper shall provide to Township written notice at least thirty (30) days prior to such Permitted Transaction, including a description of the nature of such Permitted Transactions, and the name(s) and address(es) of the parties and any parties, individuals and/or entities comprising such parties.

SECTION 8.4. Transfers Void. Any transfer of Redeveloper's interest in violation of this Redevelopment Agreement shall be an Event of Default of Redeveloper and shall be null and void *ab initio*. Such Event of Default shall entitle Township to seek all remedies available under the terms hereof, and those available pursuant to law or equity, including termination of this Redevelopment Agreement. In the absence of specific written consent by Township, no such sale, transfer, conveyance or assignment of the West Rancocas Redevelopment Area or Project Improvements, shall be deemed to relieve Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Article and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Article, Township shall be entitled to the *ex parte* issuance of an injunction restraining such transfer, and the award of legal fees and related expenses of Township in connection with any such legal action. Upon the recording of the Declaration in the Office of the Burlington County Clerk, the provision affording such injunctive relief shall have the same force and effect as a Notice of Lis Pendens. Upon recording of each Certificate of Completion, the provisions of the Declaration set forth in this Article shall be deemed terminated for the relevant portion of the Redevelopment Project and the Declaration shall so state.

ARTICLE 9 FINANCIAL OBLIGATIONS

SECTION 9.1. Redeveloper's Financial Commitment. Redeveloper represents and warrants that it will exercise its best efforts to obtain and will commit the requisite equity, subsidy debt financing in an amount necessary to implement and complete the Redevelopment Project. Township shall cooperate and assist Redeveloper, as necessary, in obtaining necessary financing for the Redevelopment Project.

SECTION 9.2 Redeveloper estimates the sale proceeds of each unit to be \$170,000.00. All proceeds from the sale of the 44 units in excess of a sale proceeds of \$170,000.00 per unit less any additional cost incurred by the unit's homebuyer for builder's options and/or customization shall be transferred to the Township.

SECTION 9.3 If the number of Replacement Homes as set forth in Article 3, Section 3.1, G (a) and (b) is reduced, the Township shall receive all of the net proceeds (approximately \$150,000.00) from the sale of all homes no longer needed as Replacement Homes.

ARTICLE 10
INDEMNIFICATION; INSURANCE

SECTION 10.1. Redeveloper Indemnification.

A. Redeveloper covenants and agrees, at its sole expense, to pay and to indemnify, protect, defend and hold the Township Indemnified Parties harmless from and against all liability, losses, damages, demands, costs, claims, actions, or expenses (including attorneys' fees, disbursements, and court costs) of every kind, character and nature arising out of, resulting from or in any way connected with the construction, financing, marketing, leasing or sale of the West Rancocas Redevelopment Area or the Redevelopment Project, including but not limited to, the death of any person or any accident, injury, loss, and damage whatsoever caused to any person or to the property of any person that shall occur on the West Rancocas Redevelopment Area Property during same and that, with respect to any of the foregoing, are related to or resulting from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors.

B. With respect to any interest in the West Rancocas Redevelopment Area acquired by Redeveloper from the Township, Redeveloper shall defend, protect, indemnify and hold harmless the Township Indemnified Parties, from any claims, liability, injury, damages, costs, claims, actions and expenses (including the cost of attorneys' fees) which may be sustained as the result of any environmental conditions on, in, under or migrating to or from the property acquired, to the extent any such liability attaches to the Township Indemnified Parties as a result of activities performed by Redeveloper or its contractors pursuant to this Redevelopment Agreement, including without limitation claims against the Township Indemnified Parties by any third party (the "Environmental Indemnity"), except for claims alleged to be caused by the Township prior to the Commencement Date of this Redevelopment Agreement.

C. In any situation in which the Township Indemnified Parties are entitled to receive and desire defense and/or indemnification by Redeveloper, the Township Indemnified Parties shall give prompt notice of such situation to Redeveloper. Failure to give prompt notice to Redeveloper shall not relieve Redeveloper of any liability to indemnify the Township Indemnified Parties, unless such failure to give prompt notice materially impairs Redeveloper's ability to defend. Upon receipt of such notice, Redeveloper shall resist and defend any action or proceeding on behalf of the Township Indemnified Parties, including the employment of counsel reasonably acceptable to the Township Indemnified Parties, the payment of all expenses and the right to negotiate and consent to settlement. All of the Township Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of the indemnified party unless the employment of such counsel is specifically authorized by Redeveloper which authorization shall not be unreasonably withheld or delayed, provided, however, that if the defense of such action is assumed by Redeveloper's insurance carrier, employment of such separate counsel by the Township Indemnified Parties shall be at the sole discretion of such carrier. Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of Redeveloper or if there is a final judgment against Redeveloper in any such action, Redeveloper shall indemnify and hold harmless the Township

Indemnified Parties from and against any loss or liability by reason of such settlement or judgment for which the Township Indemnified Parties are entitled to indemnification hereunder.

SECTION 10.2. Township Indemnification. The Township shall indemnify, defend and hold harmless the Redeveloper and its members, officers, affiliates, employees and agents, from and against any and all suits, claims, actions, demands, losses, costs and expenses (including reasonable attorneys' fees) of every kind, character and nature arising out of, resulting from or in any way connected with (A) the Township's responsibilities under this Redevelopment Agreement, provided that the foregoing, are related to or resulting from, the Township's negligence, willful misconduct or intentional violation of this Redevelopment Agreement and (B) the litigation referred to in Section 2.2(c) above.

SECTION 10.3. Survival of Indemnity. The provisions of this Article 11 shall survive the termination of this Redevelopment Agreement due to an Event of Default and shall run with the land and be referenced in the Declaration until such time as the Declaration is discharged as a result of the recording of a Certificate of Completion, provided, however, that such indemnity shall be binding on Redeveloper itself, each successor in interest to the Redevelopment Project, the West Rancocas Redevelopment Area Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successor or party shall have title to, or an interest in, or possession or occupancy of the West Rancocas Redevelopment Area Property, the Project Improvements or any part thereof

SECTION 10A. Insurance Required.

A. Prior to any acquisition of any West Rancocas Redevelopment Area Property by Redeveloper, Redeveloper shall furnish or shall cause to be furnished, to Township, duplicate originals of commercial general liability insurance, insuring Redeveloper against losses, costs, liabilities, claims, causes of action and damages for bodily injury, property damage and personal injury on the West Rancocas Redevelopment Area Property or related to the construction thereon, including claims made by subcontractor personnel, in the amounts set forth in Exhibit F. Such insurance shall include blanket contractual liability coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other customary covered losses, however occasioned, occurring during the policy term, and shall be endorsed to add the Township as an additional insured and to provide that such coverage shall be primary and that any insurance maintained by the Township shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Township.

B. Redeveloper shall also furnish or cause to be furnished to Township evidence satisfactory to Township that Redeveloper and any contractor with whom it has contracted for the construction of the Redevelopment Project carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, and shall be endorsed with a waiver of subrogation clause for Township.

D. Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with at least the following limits of liability: Bodily Injury Liability and Property Damage Liability - \$1,000,000.00 combined single limit per occurrence.

E. All insurance policies required by this section shall be obtained from insurance companies licensed in the State of New Jersey and rated at least A-Class VIII in Best's Insurance Guide. All insurance policies required hereunder shall be kept in force until a final Certificate of Completion is issued.

F. All insurance policies required by this Section shall be non-assessable and shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by the Township, (ii) the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to Township, and (iii) Township shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to Township.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

SECTION 11.1. Events of Default. Any one or more of the following events shall constitute an Event of Default hereunder, unless such event results from the occurrence of (i) a Tolling Event (in the case of an alleged Event of Default of Redeveloper) or (ii) Event of Default by Redeveloper or occurrence of event of Force Majeure (in the case of an alleged Event of Default of Township):

A. Failure of Redeveloper or Township to observe and perform any covenant, condition or agreement in this Redevelopment Agreement and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

B. Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (2) a custodian shall have been legally appointed with or without consent of Redeveloper or; (3) Redeveloper or (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (4) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (5) Redeveloper shall take any action for the purpose of effecting any of the foregoing; (6) a petition in bankruptcy shall have been filed against Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days; (7) an order for relief shall have been entered with respect to or for the benefit of Redeveloper under the United State Bankruptcy Code; (8) an order, judgment or decree shall have been entered, without the application, approval or consent of Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or Liquidator of Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of

ninety (90) consecutive days; or (9) Redeveloper shall have suspended the transaction of its usual business.

C. Redeveloper shall default in or violate its obligations with respect to the design development and construction of the Redevelopment Project in accordance with this Redevelopment Agreement, the Redevelopment Plan, Governmental Approvals or Legal Requirements or including but not limited to failure to comply with the Commencement of Construction and Completion of Construction shall abandon or substantially suspend construction work (unless such suspension arises out of a delay set forth in Section 12.2 hereof), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after written demand by the Township to do so.

D. (1) The passage of ninety (90) days following the filing of a complaint in foreclosure if such complaint has not been stayed or discharged or (2) the issuance of a deed in lieu of foreclosure for any financing in connection with the Redevelopment Project.

E. Redeveloper or its successor in interest (except for third parties to which a portion of the Redevelopment Project has been conveyed in the ordinary course of business) shall fail to pay any real estate taxes or assessments on any real property or any part thereof owned by it in the Township when due, or shall place thereon any encumbrance or lien unauthorized by this Redevelopment Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to Township made for such payment, removal, or discharge, within sixty (60) days after written demand by Township to do so.

F. Redeveloper implements a Transfer in violation of this Redevelopment Agreement.

SECTION 11.2. 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 Redevelopment 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 Township when acting in conformance with this Redevelopment Agreement) with jurisdiction within the Township, excepting decisions interpreting federal, state and local tax laws generally applicable to all business taxpayers, adversely affecting the construction of the Redevelopment 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 the 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 Governmental Approval, provided, however, that such suspension, termination, interruption, 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 a Governmental Approval resulting from Redeveloper's failure to make an administratively complete submission for a Governmental Approval 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;

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

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 Redevelopment Project, Redeveloper shall continue to perform its obligations for the rest of the Redevelopment 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. Except for act or acts of Force Majeure resulting from acts or omissions of Township, all act or acts of Force Majeure will be deemed to have ceased to exist as of a date eighteen (18) months from its initial occurrence.

SECTION 11.3 Remedies Upon Event of Default Prior or Termination of Redevelopment Agreement.

A. Remedy Upon Event of Default. In the event that, prior to the issuance of the final Certificate of Completion for the Project, an Event of Default by Redeveloper occurs, then Township may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations,

agreements, or covenants of the Redeveloper, as applicable, under this Redevelopment Agreement, including the seeking of damages. Further, Township shall have the right, in its sole and absolute discretion, upon sixty (60) days' notice to the Redeveloper and any Holder, to terminate this Redevelopment Agreement and the Redeveloper's designation as the redeveloper of the Project.

B. Remedies in the Event of Termination of Redevelopment Agreement. In the event that this Redevelopment Agreement is terminated by Township pursuant to the preceding paragraph, Township shall terminate the Redeveloper's designation as the Redeveloper of the Project. The Redeveloper shall pay over to Township all of the costs and/or damages (including reasonable counsel fees) incurred by Township on account of the default of the Redeveloper. Township shall have the right to apply to the aforementioned costs or damages incurred by Township as aforesaid, any funds of the Redeveloper in the hands of Township at the time of such default and termination.

SECTION 11.4. Remedies of Redeveloper Upon Event of Default by Township. In the event that, prior to the issuance of the final Certificate of Completion for the Project, an Event of Default by Township occurs, then Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Township, as applicable, under this Redevelopment Agreement, including the seeking of damages. Further, Redeveloper shall have the right, in its sole and absolute discretion, upon sixty (60) days' notice to the Township, to terminate this Redevelopment Agreement; and the Financial Agreement. Except as may otherwise be provided in this Redevelopment Agreement, in the event of an Event of Default by the Township, Redeveloper's remedy shall be to seek specific performance as set forth in Section 12.5 of this Agreement and/or to pursue such other remedy available at law or in equity.

SECTION 11.5. Specific Performance. If an Event of Default occurs, or a party hereto threatens to take an action that will result in the occurrence of an Event of Default, the non-defaulting (or non-threatening) party shall have the right and remedy, without posting bond or other security, to have the provisions of this Redevelopment Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to Township or the Redeveloper and that money damages may not provide an adequate remedy thereto.

SECTION 11.6. Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

SECTION 11.7. Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The

election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

SECTION 11.8. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Redevelopment Agreement.

SECTION 11.9. Litigation Costs. In the event that a party to this Redevelopment Agreement successfully pursues an action against the other Party to enforce any remedy provided in this Article, the successful party shall be entitled to payment by the other party of all reasonable costs and expenses incurred in connection with such action.

SECTION 11.10. Mitigation. The parties shall act reasonably to mitigate any damages that may be incurred as the result of an Event of Default hereunder.

SECTION 11.11. Survival of Termination. The provisions of this Article shall survive the termination of this Redevelopment Agreement as a result of an Event of Default by Redeveloper.

SECTION 11.12 Notwithstanding any of the above provisions:

A. The Redeveloper shall not be liable to the Township for any damages or expenses unless and until the same exceed the amount paid to the Township under Section 3.1(B).

B. Any Redeveloper funds remaining in the hands of the Township after the Township offsets said damages as shall be incurred by it shall be used to fund the Settlement Agreement or shall otherwise be used for the benefit of the Plaintiffs in the aforesaid litigation.

C. In the event of a default by Redeveloper under the terms of this Redevelopment Agreement with regard to one Phase of construction of the Property, it is understood and agreed by the parties that such default shall not be constitute a default by Redeveloper with regard to any other Phase where construction has commenced prior to receipt by Redeveloper of a notice of default from the Agency. For avoidance of doubt, a default by the Redeveloper with regard to one Phase of construction shall be a default as to that Phase and any Phase which has not then been commenced by Redeveloper. Phases which have been commenced shall not be affected by the default.

ARTICLE 12 ADDITIONAL TERMINATION RIGHTS

SECTION 12.1. Additional Termination Rights of Township. This Redevelopment Agreement shall terminate upon notice by Township to Redeveloper of its decision to so terminate, notwithstanding the occurrence of an event of Force Majeure, the occurrence of a Tolling Event or the absence of the existence of an Event of Default, if on or before two (2) years following the Effective Date, Redeveloper fails to Commence Construction of the Redevelopment Project, except if Redeveloper's failure to commence construction is due to a delay in Governmental Approvals, which Redeveloper must have been diligently seeking in good faith.

A. Nothing in this Section 12.1 shall prevent Township from declaring that an Event of Default by Redeveloper hereunder has occurred or from pursuing any of its other remedies hereunder.

ARTICLE 13 RIGHTS OF MORTGAGEE

SECTION 13.1. Notice of Default to Holder and Right to Cure. Whenever Township shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper under this Redevelopment Agreement, Township shall at the same time deliver to each Holder a copy of such notice or demand; provided that Redeveloper has delivered to the Township a written notice of the name and address of such Holder. Each such Holder shall (insofar as the rights of Township are concerned) have the right at its option within ninety (90) days after the receipt of such notice, to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. If such default shall be a default which can only be remedied or cured by such Holder upon obtaining possession, such Holder shall seek to obtain possession of the West Rancocas Redevelopment Area Property (or portion to which its mortgage relates) with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default within ninety (90) calendar days after obtaining possession. In the case of a default which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced, within such ninety (90) days period, such Holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity.

SECTION 13.2. No Guarantee of Construction or Completion. A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Redevelopment Project (or portion to which its mortgage relates), or to guarantee such construction or completion; nor shall any covenant or any other provisions be construed so to obligate a Holder. Notwithstanding the foregoing, nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or completion of the Redevelopment Project, or portion to which its mortgage relates (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made), without the Holder first having expressly assumed Redeveloper's obligations to Township with respect to the Redevelopment Project (or portion to which its mortgage relates) by written agreement reasonably satisfactory to Township.

SECTION 13.3. Foreclosure. If a Holder forecloses its mortgage secured by the West Rancocas Redevelopment Area Property (or portion to which its mortgage relates), or takes title to the West Rancocas Redevelopment Area Property (or portion to which its mortgage relates) by deed-in-lieu of foreclosure or similar transaction (collectively a "Foreclosure"), the Holder shall have the option to either (a) sell the West Rancocas Redevelopment Area Property and the Redevelopment Project to a responsible Person acceptable to Township, which Person shall assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with law, and/or (b) itself assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with law. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Redevelopment Agreement, Township shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to Township pursuant to the terms

of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. The Holder, or the Person assuming the obligations of Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Redevelopment Project in the manner provided in this Redevelopment Agreement, but subject to reasonable extensions of the scheduled Completion Date, and shall submit evidence reasonably satisfactory to Township that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder or Person assuming such obligations of Redeveloper, properly completing Project Improvements shall be entitled to Certificates of Completion in accordance herewith. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other Person assuming such obligations of Redeveloper, to devote the West Rancocas Redevelopment Area Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement.

ARTICLE 14 MISCELLANEOUS

SECTION 14.1. Notices. Formal notices, demands and communications between Township and Redeveloper shall be deemed sufficiently given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Notices may also be sent by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

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

If to Redeveloper:

TRF Development Partners, Inc.
Attn: C. Sean Closkey, President
1700 Market Street,
Philadelphia, PA

With Copies to:
Charles Rizzi
Capehart and Scatchard
8000 Midlantic Drive
Mt. Laurel, NJ 08054

If to the Township:

Township Clerk
Township of Mount Holly
23 Washington Street
Mount Holly, New Jersey 08060

With copy to:

George R. Saponaro, Esquire
Saponaro & Sitzler
The Newbold House
27 Cedar Street
Mt. Holly, New Jersey 08060

Louis Cappelli, Jr., Esquire
Florio Perrucci Steinhardt & Fader, LLC
1010 Kings Highway South, Bldg. 2
Cherry Hill, New Jersey 08034

SECTION 14.2. Non-Liability of Officials and Employees of Township. No member, official or employee of Township shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by Township, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

SECTION 14.3. Non-Liability of Officials and Employees of Redeveloper. No member, officer, shareholder, director, partner or employee of Redeveloper shall be personally liable to Township, or any successor in interest, in the event of any default or breach by Redeveloper or for any amount which may become due to Township, or its successor, on any obligation under the terms of this Redevelopment Agreement.

SECTION 14.4. Estoppel Certificate. Within thirty (30) days following written request therefore by a party hereto, or of any Holder, purchaser, tenant or other party having an interest in the West Rancocas Redevelopment Area Property, the other party shall issue a signed estoppel certificate either stating that this Redevelopment Agreement is in full force and effect and that there is no default or breach under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in a default or breach under this Redevelopment Agreement), or stating the nature of the default or breach or event, if any. In the event the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured. No more than a reasonable number of estoppel certificates may be requested per year.

SECTION 14.5. Lender Changes. If Redeveloper's lender requires a change in the terms of this Redevelopment Agreement, Township shall reasonably cooperate with Redeveloper in approving such change, so long as such change, if any, does not modify or change the substantial rights or obligations of Township as set forth in this Redevelopment Agreement. In addition, Township shall enter into such agreements as Redeveloper's lender (or its equity participants) may reasonably require provided that such agreement shall not be inconsistent with the terms of this Redevelopment Agreement (i.e., shall not increase Township's responsibilities or decrease its benefits hereunder).

SECTION 14.6. No Brokerage Commissions. Township and Redeveloper each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acting on behalf of either Township or Redeveloper, and Township and Redeveloper shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

SECTION 14.7. Provisions Not Merged With Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of the West Rancocas Redevelopment Area Property from Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

SECTION 14.8. No Consideration For Redevelopment Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Redevelopment Agreement.

SECTION 14.9. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

SECTION 14.10. Exhibits and Schedules. All Exhibits and Schedules attached hereto and/or referred to in this Redevelopment Agreement are incorporated herein as though set forth in full.

SECTION 14.11. Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14.12. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 14.13. Enforcement by Township. It is intended and agreed that Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Township for the entire period during which such agreements and covenants shall be in force and effect. Township shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled.

SECTION 14.14. Enforcement by Redeveloper. It is intended and agreed that Redeveloper and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Redeveloper for the entire period during which such agreements and covenants shall be in force and effect. Redeveloper shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled.

SECTION 14.15. Modification of Redevelopment Agreement No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 14.16. Execution of Counterpart. This Redevelopment Agreement may be executed in one or more counterparts and when each party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

SECTION 14.17. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Redevelopment Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

SECTION 14.18. Time Period for Notices. All notices to be given hereunder shall be given in writing in conformance with Section 14.1 hereof, and unless a certain number of days is specified, within a reasonable time.

SECTION 14.19. Waivers and Amendments in Writing. All waivers of the provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of Township and Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of Township and Redeveloper. The waiver by either party of a default or of a breach of any provision of this Redevelopment Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 14.20. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Redevelopment Agreement, nor participate in any decision relating to the Redevelopment Agreement which is prohibited by law.

SECTION 14.21. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

SECTION 14.22. Township Preservation of Police Powers. Nothing in this Agreement shall be construed to constitute a waiver of the Township's right to exercise legitimate police powers to the extent necessary to protect the health, safety and welfare of the citizens of the Township.

SECTION 14.23. Withholding of Approvals. All approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld or delayed unless specifically stated otherwise.

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

Witness

TRF DEVELOPMENT PARTNERS, INC.

By:

Charles A. Rizzo Jr.
CHARLES A. RIZZO JR.

By:

C. Sean Closkey
C. SEAN CLOSKEY
PRESIDENT

Attest

TOWNSHIP OF MOUNT HOLLY

By: _____

By: _____

EXHIBIT A

WEST RANOCAS REDEVELOPMENT AREA PROPERTIES
SUBJECT TO THIS REDEVELOPMENT AGREEMENT

Block 12.05, Lots 1 through 36 and Lots 43 to 50

EXHIBIT B

PROJECT SCHEDULE

	<u>ACTIVITY</u>	<u>DATE</u>
A.	Execution of Redevelopment Agreement	11-6-13
B.	Additional redeveloper designated by Township, or its designee, prepares site plans, with full site engineering and preparation of preliminary architectural plans for Phases II and III; also plans submitted and Township Land Use Board approvals received for Phase I	4-1-14
C.	Township Land Use Board Preliminary and Final Site Plan approvals for Phase II and III	6-1-14
D.	Application for all necessary subsidies	6-1-14
E.	Additional redeveloper designated by the Township applies for CHOICE and HOME funds for Phase II	9-1-14
F.	Phase I available for move in	12-1-14
G.	Initial Construction Closing for Phase II	9-1-15
H.	Phase II available for move in	9-1-16
I.	Additional redeveloper designated by the Township applies for CHOICE and HOME funds for Phase III	1-1-17
J.	Initial Construction Closing for second 20 units	9-1-17
K.	Remaining 20 units available for move in	9-1-18

EXHIBIT C
REDEVELOPER OWNERSHIP STRUCTURE

TRF Development Partners, Inc. is a non-profit support corporation of The Reinvestment Fund, Inc.

EXHIBIT D

GOVERNMENTAL APPROVALS

Preliminary Subdivision Township

NJDEP Wetlands General Permits if required

Water Reclamation Authority

Local MUA

NJDEP Sewer

N.TDEP Water

Burlington County Soil Conservation District

Preliminary Subdivision County

Final Subdivision Township

Final Subdivision County

Preliminary Land Development Township

Preliminary Land Development County

Final Land Development Township and County

EXHIBIT E

PROJECT TEAM

Principals:

Redevelopment Project Manager:

Attorneys:

Redevelopment Project Engineer:

Architect:

Environmental Consultant:

Redevelopment Project Planners:

Construction Supervisor:

EXHIBIT F

TABLE OF INSURANCE AND BOND REQUIREMENTS

Type of Insurance	Limits of Liability	Term of Coverage
1. Commercial General Liability	\$1,000,000 each loss/\$2,000,000 policy aggregate	Annual policy until completion ¹

¹ Policy is to provide completed operations coverage for a minimum of 3 years following issuance of final Certificate of Completion.

EXHIBIT E TO SETTLEMENT AGREEMENT
RESOLVING LITIGATION IN THE MATTER OF
MT. HOLLY GARDENS CITIZENS IN ACTION, INC., ET AL V. TOWNSHIP OF MT.
HOLLY, ET AL., Case No. 1:08-cv-02584-NLH-JS

**FOURTH AMENDMENT TO
MASTER REDEVELOPMENT AGREEMENT**

FOR THE

WEST RANOCAS REDEVELOPMENT AREA

BY AND BETWEEN

**TOWNSHIP OF MOUNT HOLLY
As Redevelopment Entity**

AND

KEATING URBAN PARTNERS, LLC

Date: November 13, 2013

THIS FOURTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT ("Redevelopment Amendment"), dated as of November _____, 2013, by and between **THE TOWNSHIP OF MOUNT HOLLY**, located in the County of Burlington ("Township"), a municipal corporation of the State of New Jersey with offices at 23 Washington Street, Mount Holly, NJ 08060, acting in the capacity of a redevelopment entity pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., and **KEATING URBAN PARTNERS, LLC** ("Redeveloper"), a Pennsylvania Limited Liability Company with offices located at Phoenix Suite 203, 1600 Arch Street, Philadelphia, PA 19103 (Collectively referred to as the "Parties.")

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented ("Redevelopment Law"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, in order to stimulate redevelopment, the Township Council by Resolution No. 2002-17 designated certain properties of the Township known as "the Gardens Redevelopment Area," as an area in need of redevelopment and in accordance with the Redevelopment Law ("Redevelopment Area"); and

WHEREAS, pursuant to its plans for revitalization, the Township of Mount Holly, by Ordinance No. 2003-12, adopted the Gardens Redevelopment Plan, which sets forth, *inter alia*, the plans for the redevelopment of the Redevelopment Area; and

WHEREAS, in order to include adjacent land areas in the Redevelopment Area, the Township amended the Redevelopment Plan in February of 2005 and renamed it the West Rancocas Redevelopment Plan, ("West Rancocas Redevelopment Plan"); and

WHEREAS, the West Rancocas Redevelopment Plan was superseded to the property as hereinafter defined as the "West Rancocas Northwest Corner Redevelopment Plan"; and

WHEREAS, the Township desired that the West Rancocas Redevelopment Area consisting of the blocks and lots specifically listed and identified in the attached Exhibit A, (hereinafter referred to as "Redevelopment Area"), located within the Township, be redeveloped by Redeveloper in accordance with the West Rancocas Redevelopment Plan, as implemented in that certain Master Redevelopment Agreement by and between the Township and Keating Urban Partners, LLC ("Keating"), dated February 15, 2006 ("Original Master Redevelopment Agreement"); and

WHEREAS, the original Master Redevelopment Agreement was amended by that first certain Amendment to Master Redevelopment Agreement dated May 15, 2007, further amended by that certain Second Amendment to Master Redevelopment Agreement dated October 26, 2007, a Third Amendment to Master Redevelopment Agreement dated November 14, 2012 and Amendment and Restatement of the Apartment Portion of the Master Redevelopment Agreement dated November 14, 2012; and

NOW, THEREFORE, pursuant to Section 15.5 of the Redevelopment Agreement, for and in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree to amend the Redevelopment Agreement as follows:

1. Redeveloper hereby relinquishes its rights and obligations under the Redevelopment Agreement and Redevelopment Agreement Amendments to serve as Redeveloper of Block 12.05, Lots 1 through 43. Redeveloper has entered into an agreement with the subsequent Redeveloper of Block 12.05, Lots 1 – 36 inclusive and Block 12.05, Lots 43-50, TRF Development Partners, Inc. ("TRF"). Letter agreement between Keating Urban Partners, LLC ("KUP") and the Township of Mount Holly ("Mt. Holly") as supplement to the letter agreement between KUP and TRF ("KUP – TRF Agreement") attached hereto and made a part of this agreement.

2. Pursuant to the agreement between Redeveloper and TRF shall cause to be built forty-four (44) homes as per the Settlement Agreement reached in the matter of *Mount Holly Citizens in Action v. Township of Mount Holly, et als.*, Case No. 1:08-cv-02584-NLH-JS. The homes will be built in the manner set forth in the Settlement Agreement. The model of home built by the Redeveloper is subject to the approval of the Township. The terms of the Settlement Agreement are incorporated herein.

3. Redeveloper shall deliver Block 12.05, Lots 1 through 43 to TRF in an improved and approved condition.

4. The letter agreement between Keating Urban Partners, LLC ("KUP") and the Township of Mt. Holly ("Mt. Holly") as supplement to the letter agreement between KUP and TRF Development Partners ("TRF DP") ("KUP - TRF DP Agreement") attached to and made part of this agreement.

Mt. Holly and KUP among other parties have entered into a Settlement Agreement to resolve a certain lawsuit regarding the redevelopment of the West Rancocas Redevelopment Area. The Settlement Agreement provides that Mt. Holly will cause 1) certain replacement housing to be developed for various plaintiffs and 2) for additional "Emerging Market" housing to be developed.

Mt. Holly has requested KUP to assign certain rights under a Master Redevelopment Agreement to TRF DP. Mt. Holly has also requested KUP to facilitate TRF DP's redevelopment efforts, by assisting Mt. Holly to cause the site-development and construction of 40 replacement homes, as defined by the Settlement Agreement, for TRF DP, together with 4 "Initial Replacement Homes" as defined by the Settlement Agreement for Mt. Holly.

The terms of the KUP - TRF DP Agreement do not have a defined date upon which TRF DP expects to require that KUP begin construction on the 40 Replacement Homes, however, the Agreement does have a defined price of \$125,000 per unit. The Agreement does not have an escalation clause for price increases over time. KUP is willing to execute the KUP-TRF DP Agreement; however, KUP will take no risk for cost increases due to pricing escalation. Mt. Holly will be responsible for any and all escalation costs, if any, attributable to the Replacement Housing for TRF-DP not started for construction within 6 months of this agreement. KUP and

Mt. Holly will work together to reduce costs associated with the development of these Replacement Homes to the extent possible by agreeing on design, waiver of bonding requirements and engineering escrows, expediting approvals, working with other municipal entities who will have impact and approval for this work and generally mitigating the cost for the work.

Mt. Holly has requested KUP to cause the 4 Initial Replacement Homes to be constructed immediately. KUP has secured pricing for the Initial Replacement Homes that meets the price per home outlined by the KUP-TRF DP Agreement. Mt. Holly is responsible for the cost of the development of these 4 Initial Replacement Homes and will make payments necessary to cause such work to occur. KUP and Mt. Holly will work together to reduce costs associated with the development of these Replacement Homes to the extent possible by agreeing on design, waiver of bonding requirements and engineering escrows, expediting approvals, working with other municipal entities who will have impact and approval for this work and generally mitigating the cost for the work. KUP and Mt. Holly will work together to find sources for the payments necessary to cause such work to occur.

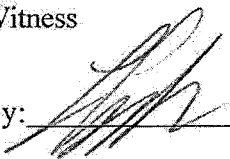
5. Redeveloper shall make its best effort to expand Phase 1B into the area previously designated as Phase 2 in order to create 100,000 - 120,000 square feet of commercial space. The number of residential homes to be constructed in Phase 2 shall be reduced. The amount of commercial space created in the reduction of residential homes in Phases 1B and Phase 2 shall be agreed upon by the Parties after future consultation by and between the parties.

6. The Purchase Agreement between the Redeveloper and the Township shall be adjusted to comply with the future plans agreed upon by the Parties.

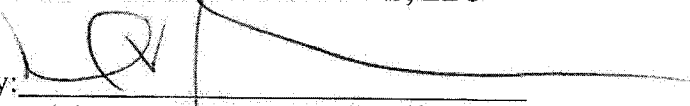
7. All other Articles and Sections of the Redevelopment Agreement and subsequent Amendments to the Master Redevelopment Agreement not specifically amended herein shall remain in full force and affect.

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

Witness

By:  _____

KEATING URBAN PARTNERS, LLC

By:  _____
Michael V. Sencindiver, President

Attest

TOWNSHIP OF MOUNT HOLLY

By: _____

By: _____
Mayor

EXHIBIT F TO SETTLEMENT AGREEMENT
RESOLVING LITIGATION IN THE MATTER OF
MT. HOLLY GARDENS CITIZENS IN ACTION, INC., ET AL V. TOWNSHIP OF MT.
HOLLY, ET AL., Case No. 1:08-cv-02584-NLH-JS

Anticipated Project Schedule

- (A) Additional redeveloper designated by Township, or its designee, prepares site plans, with full site engineering and preparation of preliminary architectural plans for Phases II and III; also plans submitted and Township Land Use Board approvals received for Phase I
April 1, 2014
- (B) Township Land Use Board Preliminary and Final Site Plan approvals for Phase II and III
June 1, 2014
- (C) Additional redeveloper designated by the Township applies for CHOICE and HOME funds for Phase II
September 1, 2014
- (D) Phase I available for move in
December 1, 2014
- (E) Initial Construction Closing for Phase II
September 1, 2015
- (F) Phase II available for move in
September 1, 2016
- (G) Additional redeveloper designated by the Township applies for CHOICE and HOME funds for Phase III
January 1, 2017
- (G) Initial Construction Closing for Phase III units
September 1, 2017
- (H) Phase III available for move in
September 1, 2018

EXHIBIT G TO SETTLEMENT AGREEMENT
RESOLVING LITIGATION IN THE MATTER OF
MT. HOLLY GARDENS CITIZENS IN ACTION, INC., ET AL V. TOWNSHIP OF MT.
HOLLY, ET AL., Case No. 1:08-cv-02584-NLH-JS

Design Standards

The project will include two building designs; single (1) story duplexes and three (3) story townhomes. The design standards for the buildings are as follows:

Duplexes - single story

- Buildings are intended to meet ADA accessibility standards and will have one entrance with zero (0) elevation for accessibility purposes.
- (8 units – all replacement homes) 2 BR, 1 BA (or 1.5 BA) - Minimum sq. ft. – 1000-1100 (including garage)
- (2 units – all replacement homes) 3 BR 1.5 BA – Minimum sq. ft. - 1000-1100 with no garage. Unit will also have exterior shed/storage not included in square footage. Shed will be wood construction or comparable composite material and will be jointly selected by Keating and TRF DP.

The exterior finishes and design will be jointly selected by Keating and TRF DP. The design will be comparable to the townhomes and include features like: bay windows, covered front porches with decorative pillars, partial brick facades and roof gables.

Townhomes

- 34 townhomes (including 10 replacement homes)
- 1,300 square feet of living space, excluding one car garage
- All units will have 3 bedrooms and either one full and one half bathroom or two bathrooms
- One car garage
- Exterior finishes similar to elevation of Beethoven unit by Ryan Homes at Cinnamonson Harbour (see image below)
 - 40% front partial brick facades
 - 40% front bay windows
 - 20% full house gables, 40% partial house gables
 - front door and window decorative trim on all units
 - decorative shutters where appropriate



Generally Applicable Standards – Both Duplexes and Townhomes

- HOME and CHOICE standards for all units
- Energy Star Home Certificate; HMFA Green Building Standard
- Landscaping per Township code (including sod, shade trees caliper over 5", decorative shrubs)
- Minimum yard space as per site plan
- Soaking tubs in bathrooms
- Visitability - at a minimum, each unit with livable space at ground level will have at least one zero step entrance, doors with 32 inches of clear passage space and one bathroom or half-bathroom on the first floor

Site Layout Standards

- For townhomes, no more than 5 attached units
- No cul- de-sac or dead end streets
- No units facing Grant Street
- Underground storm water management or basin if required by site plan approval
- Retaining Wall to contain high slopes if required by site plan approval

Overall construction design and quality standard

- Reputable builder with sufficient capital and development capacity in New Jersey.

EXHIBIT H TO SETTLEMENT AGREEMENT
RESOLVING LITIGATION IN THE MATTER OF
MT. HOLLY GARDENS CITIZENS IN ACTION, INC., ET AL V. TOWNSHIP OF MT.
HOLLY, ET AL., Case No. 1:08-cv-02584-NLH-JS

LEASE WITH OPTION TO PURCHASE

This lease is made on _____
Between the Occupant _____
Whose current address is _____
And the Owner Mt. Holly Township
Whose address is 20 Washington Street, Mt. Holly, NJ 08060

- 1) Purpose of Lease With Option to Purchase: The Parties to this Lease With Option to Purchase have entered into a Settlement Agreement that resolves the above-mentioned litigation. Pursuant to the terms of this Settlement Agreement, the Occupant shall be provided a Replacement Home in exchange for their Gardens Home, as these terms are defined in the Settlement Agreement. The Occupant's Gardens Home is located in a section of the redevelopment area which is needed immediately for redevelopment purposes. In accordance with the Settlement Agreement, the Township has given notice to the Occupant of its need to acquire the Occupant's Gardens Home and has offered the Occupant the property listed below as a Temporary Replacement House, as that term is defined in the Settlement Agreement, until the permanent Replacement Home is made available to the Occupant. The Occupant has agreed to transfer title to the Occupant's Gardens Home to the Township in accordance with the provisions of the Settlement Agreement and to temporarily relocate to the property listed below. This Lease With Option to Purchase effectuates the provisions of the Settlement Agreement with regard to the Temporary Replacement House.
- 2) Property: The Occupant agrees to lease from the Township and the Township agrees to lease to the Occupant the property to be used as a Temporary Replacement House, located at:

- 3) Rent and Property Taxes: The Occupant shall not be responsible for paying any rent or property taxes to the Township during the term of this Lease With Option to Purchase.
- 4) Use of the Property: The Occupant agrees to use the Temporary Replacement House only as a residence for his or her self and family members. The persons who will reside in the Temporary Replacement House are the following:

- 5) Assignment and Sublet: The Occupant agrees not to assign this Lease With Option to Purchase, not to sublet any part of the property, nor to allow any other person to live therein, other than as named in paragraph 4, without obtaining written permission from the

Township. The Township agrees not to unreasonably withhold consent to permit additional household members.

- 6) Pets: The Occupant can bring any pets currently in their Gardens Home. No additional pets are permitted on the premises except whereby granted by the Township, in writing, which the Township shall not unreasonably deny.

- 7) Occupant responsibilities: The Occupant agrees to keep quarters clean and in sanitary condition. The Occupant agrees not to permit any deterioration or destruction to occur while occupying the property other than normal wear and tear.

The Occupant is required to change the filter in the air-conditioner and/or furnace as needed for optimum efficiency and safety of said property. The Occupant will not remove any existing smoke detectors and will be responsible for replacement of dead batteries.

Occupant agrees, at Occupant's expense, to keep all waste and drain pipes open, and to repair all damage to plumbing caused by Occupant or his/her invitees.

The Occupant is liable for all broken glass in the property.

If the Occupant is provided with any instruction booklets for property, or its contents, the Occupant shall be responsible for following said instructions and for leaving booklets upon vacating.

The Occupant shall be liable for all trash removal as directed by local governing regulation.

The Occupant will furnish trash cans and shall place trash at the curb no sooner than the evening before days designated by the municipality for trash collection. No loose trash will be placed in containers. The Occupant has been supplied with recycling bin and agrees that upon vacating recycling bin shall remain with property or the Occupant shall be charged \$10.00 for said container.

- 8) Alterations, Additions, Improvement, and Decorations: The Occupant will make no alterations, decorations, additions, or improvements in or to the Temporary Replacement House without the Township's prior written consent. All alterations, additions, or improvements upon the premises will become the property of the Township and will be surrendered with said property at the end of the term of the Lease With Option to Purchase. The Occupant will be responsible for any damage caused by leaving windows open or by allowing stoppage and/or overflow of water and/or sewer pipes.

The Township agrees to repair the Temporary Replacement House with reasonable promptness when the problem is caused by fair and reasonable wear and tear or by forces beyond the Occupant's control. The Occupant agrees to be responsible for repair of the premises if damage is caused by his/her misuse or that of his family or visitors.

If the Occupant must leave the premises because of damage not resulting from the Occupant's act or neglect, the Occupant is not liable for any payment to the Township

and the Township agrees to make another Temporary Replacement House available to the Occupant in accordance with the terms of the Settlement Agreement.

The Township is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond the Township's control.

- 9) Maintenance of yards: The Occupant acknowledges that she/he is legally responsible for maintaining the lawns and landscaping. The Occupant will be liable for any damage caused by lack of water, abuse or neglect. The Occupant shall maintain all lawns and shrubbery in good order, and upon failure to do so, the Township may, after 7 days written notice to Occupant, keep and maintain said lawns and shrubbery in good order and condition, and Occupant agrees that any such expense will be payable to the Township.

The Occupant acknowledges that s/he is legally responsible for ensuring that driveways and sidewalks are passable and free of debris, including removal of snow and ice.

- 10) Utilities: The Occupant is responsible for payment of the following utilities:

- a. Cold water
- b. Heat
- c. Sewer
- d. Hot water
- e. Air conditioning
- f. Electricity
- g. Gas

A copy of the sewer bill will be provided to the Occupant by the Township. Upon receipt of said sewer bill, the Occupant shall pay the amount due within 30 days.

- 11) Roof Leaks and Wood Boring Insect Alert: The Occupant agrees to notify the Township immediately if the roof leaks, if water spots appear on the ceiling, or at the first sign of wood boring insect activity.

- 12) Township's Right to Entry: The Occupant shall permit the Township, its agents and employees, to enter the premises at all reasonable times for any purpose directly connected with repair, improvement, inspection, care and management of the premises. Unless there is an emergency, at least 48 hours notice of Township's intent to enter will be given to the Occupant. The Occupant must notify the Township if the Occupant will be away for 30 days or more. In case of emergency or the Occupant's absence for more than 30 days, the Township may enter the premises without Occupant's consent.

- 13) Pest Control Policy: The Township shall ensure that the premises are pest-free at the time the Occupant moves in to the Temporary Replacement House. The Occupant is responsible for any on-going pest control service, if such service is desired.

- 14) Fire Hazard and Compliance With Law: The Occupant will not keep anything in the property which is dangerous, flammable, explosive, or might increase the danger of fire or any other hazard. The Occupant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue, policies covering this property or its contents. The Occupant will neither use, permit to be used, nor store any illegal drugs on premises.
- 15) Violation of Provisions of this Lease With Option to Purchase: If either Party contends that the other Party has violated any provision of this Lease, they may pursue dispute resolution in accordance with the provisions of the Settlement Agreement and, if the issue is not resolved, seek enforcement of the Settlement Agreement through federal court proceedings.
- 16) Other Conditions: It is agreed by each Party that no other agreements have been made by either of the Parties other than the Settlement Agreement that it is not herein expressed.
- 17) Security Deposit: No security deposit has been paid by the Occupant to nor required by the Township.
- 18) Maintenance Requirements: The following parties are to be called in the event of maintenance requirements:
- _____
- If you cannot reach anyone at the above number and you are experiencing a property emergency call _____.
- All repair bills for which the Township is responsible require prior written approval of the Township unless repair is of an emergency nature.
- 19) Option to Purchase: The Occupant has the option to purchase the Temporary Replacement House for \$1.00. The Occupant may exercise this option at any time at the Occupant's sole discretion. Upon exercise of this option, the Occupant shall become responsible for all taxes, maintenance, and other expenses associated with ownership of the property from the date of closing.
- 20) End of Lease Term: This Lease With Option To Purchase shall terminate upon the following events:
- a. Exercise of Occupant's option to purchase at any time during period of occupancy; or
 - b. Upon 60 days notice by the Township that the Lease is being terminated because the Occupant's permanent Replacement House will be available for acquisition and occupancy. After receipt of such notice, the Occupant will be required to exercise the option to purchase the Temporary Replacement House prior to closing on the Replacement House in accordance with the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Lease With Option to Purchase as of the date first above written.

BY: _____
OCCUPANT

BY: _____
TOWNSHIP OF MOUNT HOLLY

**ADDENDUM TO SETTLEMENT AGREEMENT
RESOLVING LITIGATION IN THE MATTER OF
MT. HOLLY GARDENS CITIZENS IN ACTION, INC., ET AL V. TOWNSHIP OF MT.
HOLLY, ET AL., Case No. 1:08-cv-02584-NLH-JS**

A Settlement Agreement had been drafted by the parties in the above-captioned litigation and finalized on October 31, 2013. All Individual Plaintiffs who had not previously dismissed their claims executed the Settlement Agreement during the period of November 1 to November 4, 2013. It was later noted that one section of the Settlement Agreement needed to be clarified to conform to the Federal Rules of Civil Procedure governing dismissal of litigation in the event the United States District Court does not retain jurisdiction pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) and L. Civ. R. 5.3 (d) for purposes of enforcement of the terms of the Settlement Agreement for a period of six years. This Addendum is added to the Settlement Agreement to make that clarification.

Section 10 of the Settlement Agreement is hereby deleted and replaced in its entirety by the following:

10. Execution of this Agreement and Dismissal of Litigation

10.1 Effectuation of Settlement Agreement. This Settlement Agreement shall take effect only upon the occurrence of the following conditions: (1) execution of this Settlement Agreement by all parties and final vote and ratification of the Mount Holly Township Council of this Settlement Agreement; (2) final vote and ratification by the Township Council, and execution of an Additional Redeveloper Agreement between the Township and Additional Redeveloper that provides for the implementation of this Settlement Agreement, with that Redeveloper Agreement being in a form substantially similar to the draft Agreement attached hereto as Exhibit D; (3) final vote and ratification by the Township Council, and execution of the Amended Redeveloper Agreement between the Township and Keating that provides for the implementation of this Settlement Agreement, with that Amended Redeveloper Agreement being in a form substantially similar to the draft Agreement attached hereto as Exhibit E; (4) actual dismissal of the Township's petition for certiorari that is pending before United States Supreme Court of the United States as set forth in this Section; and (5) entry by the United States District Court of a Stipulation of Dismissal dismissing Plaintiffs' complaint with prejudice as set forth in this Section.

10.2 Effect of Signing of Settlement Agreement. It is anticipated that the Plaintiffs shall sign this Settlement Agreement prior to all of the conditions referred to in Section 10.1 above occurring. However, this Agreement shall not become binding on any party until all of the provisions in Section 10.1 are satisfied.

10.3 Procedure for Dismissal of Litigation

10.3.1 Execution of Documents by Plaintiffs. Plaintiffs shall sign the Settlement Agreement, the Addendum to the Settlement Agreement, all required Releases, two alternate stipulations of dismissal to dismiss the Complaint with prejudice to dismiss the Complaint in the

United States District Court, a Joint Agreement to Dismiss the Supreme Court appeal, an Amended Complaint naming all of the Plaintiffs as plaintiffs in the Complaint ("Amended Complaint") and a Consent Order to file the Amended Complaint ("Plaintiffs' Required Documents"). One of the stipulations shall indicate that Plaintiffs' most recently amended Complaint shall be dismissed with prejudice, and shall expressly state that notwithstanding such dismissal with prejudice, the United States District Court shall retain jurisdiction for purposes of enforcement of the terms of the Settlement Agreement for a period of 6 years. The second stipulation shall dismiss the Plaintiffs' most recently amended Complaint with prejudice, without the United States District Court retaining jurisdiction. Plaintiffs' attorneys shall deliver Plaintiffs' Required Documents to the Township Solicitor, George Saponaro, Esq., who shall hold them in escrow pending dismissal of the litigation pursuant to this Section.

10.3.2 Execution of Documents by the Defendants. Following delivery of all of Plaintiffs' Required Documents to the Township Solicitor, the Township Council shall ratify and authorize the execution of the Settlement Agreement, the Addendum to the Settlement Agreement, the Additional Redeveloper Agreement, the Amended Redeveloper Agreement, all required Releases, the Stipulation of Dismissal with Prejudice to dismiss the Complaint in the United States District Court of New Jersey, the Joint Agreement to Dismiss the Supreme Court appeal and any and all other authorizations necessary to effectuate the Settlement. Within 2 days of Township Council authorization, all Defendants shall execute the Settlement Agreement, the Addendum to the Settlement Agreement, the Additional Redeveloper Agreement, the Amended Redeveloper Agreement, all required Releases, the two alternate stipulations of dismissal to dismiss the Complaint with prejudice to dismiss the Complaint in the United States District Court referenced in Section 10.3.1, and a Joint Agreement to Dismiss the Supreme Court appeal ("Defendants' Required Documents"). The Township Solicitor, George Saponaro, Esq. shall collect Defendants' Required Documents and hold them in escrow, pending dismissal of the litigation pursuant to this Section. All documents necessary for dismissal of the United States District Court and United States Supreme Court actions shall be transferred by the Township Solicitor to its Supreme Court Counsel of Record, M. James Maley, Jr., immediately prior to dismissal of the United States Supreme Court appeal.

10.3.3 Dismissal of United States Supreme Court Proceedings. No later than three business days after Township's authorization of execution of this Settlement Agreement and all required documents, the Township, through its Supreme Court Counsel of Record, M. James Maley, Jr., shall electronically file the executed Joint Agreement to Dismiss the Supreme Court appeal pursuant to U.S. Supreme Court Rule 46(1) and shall execute an Affidavit confirming the filing of same to be provided to all Counsel of record. The Parties agree that the dismissal of the pending petition for certiorari is an essential condition for this Settlement Agreement to take effect. The failure of this condition within a reasonable period of time shall constitute a failure of this Settlement Agreement, and notwithstanding the Parties' signing per Section 10.2, the Settlement Agreement shall not become effective and pending litigation shall continue.

10.4 Dismissal of United States District Court Proceedings. Following Township authorization of execution of this Agreement and all required documents, the Parties shall request a conference with Judge Hillman of the United States District Court of New Jersey regarding the Dismissal. If a conference with Judge Hillman occurs within three business days of

authorization of execution of this Agreement and all required documents, at or before the conference, the Township shall file the executed Joint Agreement to Dismiss the Supreme Court appeal pursuant to U.S. Supreme Court Rule 46(1). At the conference, the Parties shall submit to Judge Hillman for his signature, a Consent Order allowing the filing of an Amended Complaint naming all of the Plaintiffs as plaintiffs in the Complaint and the Stipulation of Dismissal with Prejudice to dismiss the Complaint in the United States District Court of New Jersey in accordance with Fed. R. Civ. P. 41(a)(1)(A)(ii) and L. Civ. R. 5.3 (d). The Stipulation of Dismissal shall specifically state that the United States District Court of New Jersey shall retain jurisdiction for purposes of enforcement of the terms of the Settlement Agreement for a period of 6 years. At the conference with Judge Hillman, the Parties shall request that the Amended Complaint be docketed before the docketing of the Stipulation of Dismissal. In the event that no conference with Judge Hillman occurs within three business days after Township's authorization of execution of this Agreement and all required documents, and Judge Hillman has not executed the first alternate stipulation of dismissal as set forth in Section 10.3.1 above (stipulation of dismissal with prejudice, retaining jurisdiction), the Township may, in its sole discretion, file the Second Alternative Stipulation of Dismissal as set forth in §10.3.1 above (Stipulation with prejudice, without retaining jurisdiction). If Judge Hillman has not executed the First alternative stipulation of dismissal within a total of 10 days from the date of the filing of the executed Joint Agreement to Dismiss the Supreme Court appeal pursuant to U.S. Supreme Court Rule 46(1), the Township shall file the second alternate stipulation of dismissal as set forth in Section 10.3.1 above (stipulation of dismissal with prejudice, without retaining jurisdiction). The Township may not dismiss the District Court action without having caused to be filed the executed Joint Agreement to Dismiss the Supreme Court appeal.

10.5 Entry of Order. The Plaintiffs' complaint will be dismissed with prejudice with or without the Court retaining jurisdiction pursuant to Section 10.4. If the Court does not retain jurisdiction, all provisions regarding enforcement and retention of jurisdiction in the District Court in this Settlement Agreement shall be construed to allow for enforcement of this Settlement Agreement through any other legally available forum and no Party shall have any right to petition the District Court of New Jersey to reopen the litigation.

Release and Signature of Representative(s) of Organizational Plaintiff

WHEREAS, the Parties have entered into a comprehensive Settlement Agreement to which the Organizational Plaintiff designated below is a party, and

WHEREAS, the Organizational Plaintiff has reviewed the Settlement Agreement in its entirety, and agreed to its terms; and

WHEREAS, the Organizational Plaintiff has previously signed this Settlement Agreement, and released any and all claims as a result of incidents, events, Township Official action in relation to the West Rancocas Redevelopment Area and plan, and more specifically any and all claims as outlined in a lawsuit filed in the United States District Court for the District of New Jersey under Docket No. Case 1:08-cv-02584-NLH-JS, and also from any liability with regard to any medical bills, any other medical liens, relocation costs, and damages; and

WHEREAS, the Organizational Plaintiff through the representative(s) below acknowledges and agrees that its release includes, but is not limited to a specific waiver and release of all Defendants of any and all claims or potential claims it has or may have against the Defendants under the Federal Fair Housing Act, 42 U.S.C. §3601 et seq., including any claims for attorneys' fees, whether or not the Organizational Plaintiff was named as a plaintiff in the lawsuit filed in the United States District Court for the District of New Jersey under Docket No. Case 1:08-cv-02584-NLH-JS; and

WHEREAS, the Organizational Plaintiff now consents to the corrections to the Settlement Agreement made by this Addendum and to any further corrections that may be necessary in the opinion of Organizational Plaintiff's counsel in order to ensure that the litigation is dismissed and the Settlement Agreement goes into effect and may be enforced in state and/or federal court, or make other technical changes that do not affect the parties' substantive rights.

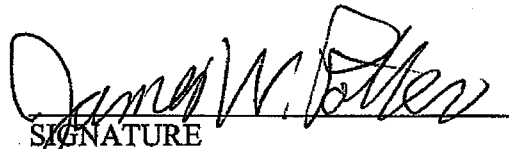
IN WITNESS WHEREOF, the Organizational Plaintiff executes this Addendum to Settlement Agreement as of the date below:

DATED:

11-9-2013

WITNESS

Olga D. Pomeroy
Witness


SIGNATURE

James Potter
President
Mt. Holly Gardens Citizens in Action,
Inc.
126 Levis Drive
Mount Holly, NJ 08060

DATED: 11/9/13

Olga D. Pomeroy
WITNESS


SIGNATURE

Santos Cruz
Vice President
Mt. Holly Gardens Citizens in Action,
Inc.
137 Joseph Place
Mount Holly, NJ 08060