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RECORD AND RETURN TO:
COMMONWEALTH LAND TITLE
464 Valley Brook Avenue
Lyndhurst, NJ 07071
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MARK-OFF

KRISTIN M. CORRADO
CLERK
PASSAIC COUNTY
New Jersey



MARK-OFF **DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

Re-Record

This **DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS** (this "*Declaration*") is dated as of July 13, 2016, effective as of Sept. 29, 2016, and is made by **PB NUTCLIFF MASTER, LLC**, a Delaware limited liability company ("*Declarant*").

KRISTIN M. CORRADO
CLERK
PASSAIC COUNTY
New Jersey

INSTRUMENT NUMBER
2016063871
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PAGE: 1
Total Pages: 311

RECITALS

A. Declarant is the owner of certain real property located partially in the Township of Nutley (the "*Township*"), Essex County, New Jersey, and certain real property located partially in the City of Clifton (the "*City*"), Passaic County, New Jersey, comprising approximately 88.095 acres and previously owned by Hoffmann-La Roche Inc. ("*Roche*"), as more particularly described on **Exhibit A** attached hereto (the "*Non-MEF Portion of the Campus*").

B. Declarant's affiliate, PB Nutcliff Med, LLC ("*PB Med*"), is the owner of certain real property comprising approximately 16.555 acres also previously owned by Roche, partially in the Township and partially in the City, which property is designated as Block 300, Lots 4.01, 4.02 and 4.03 in the City, and Block 300, Lots 1.01, 1.02, 1.03 and 1.04 in the Township, as more particularly described on **Exhibit B** attached hereto (the "*MEF Parcel*"). The Non-MEF Portion of the Campus and the MEF Parcel are collectively referred to as the "*Campus*".

C. PB Med is joining in the execution of this Declaration as the owner of the MEF Parcel in order to subject the MEF Parcel and all present and future owners and tenants of the MEF Parcel to all of the terms, covenants and conditions of this Declaration.

D. Contemporaneously with the execution and recording of this Declaration, PB Med, as landlord, and Kingsland (as hereinafter defined), as tenant, have entered into the MEF Lease (as hereinafter defined), which MEF Lease shall be subject and subordinate to this Declaration, with respect to a portion of the Campus.

E. The entire Campus has been designated an "area in need of redevelopment" in accordance with the Local Redevelopment and Housing Law ("*LRHL*"), N.J.S.A. 40A:12A-1 *et seq.* It is anticipated that both the Township and the City will each adopt redevelopment plans for that portion of the MEF Parcel that is located within each municipality, so as to provide for a unified redevelopment plan for the MEF Parcel (the Township's and the City's redevelopment

This Instrument is being re-recorded for the purpose of correcting the recording order.

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SEE BOOK PAGE 1
D2914

SEE BOOK PAGE 160
D2915

plans governing their respective portions of the MEF Parcel shall be referred to collectively as the "*MEF Redevelopment Plan*"). It is also anticipated that both the City and the Township will designate Kingsland as the redeveloper for the MEF Parcel upon adoption of the MEF Redevelopment Plan, and that Kingsland will enter into a redevelopment agreement with each of said parties with respect to the MEF Parcel.

F. It is anticipated that both the Township and the City will each adopt redevelopment plans for that portion of the Non-MEF Portion of the Campus that is located within each municipality, so as to provide for a unified redevelopment plan for the remainder of the Campus (the Township's and the City's redevelopment plans governing their respective portions of the Non-MEF Portion of the Campus shall be referred to collectively as the "*Campus Master Redevelopment Plan*"). It is also anticipated that both the City and the Township will designate the Declarant as master redeveloper for the Non-MEF Portion of the Campus upon adoption of the Campus Master Redevelopment Plan, and that Declarant will enter into a master redevelopment agreement with each of said parties to implement the Campus Master Redevelopment Plan for the remainder of the Campus.

G. The Campus shall be developed in accordance with the provisions of this Declaration and upon adoption, the Campus Master Redevelopment Plan, as depicted conceptually on the proposed master plan for the Campus attached hereto as Exhibit C (the "*Vision Plan*"), as the same may be amended from time to time, but subject to the limitations set forth in this Declaration. At present, the Vision Plan consists of a conceptual plan for the redevelopment of the MEF Parcel, and a general description of the proposed future build-out of the Non-MEF Portion of the Campus. Once the MEF Redevelopment Plan has been formally approved by the City and the Township, the Vision Plan will be modified, as necessary, to conform with the approved MEF Redevelopment Plan.

H. Declarant may either subdivide the Non-MEF Portion of the Campus into distinct lots or create a condominium including all or a portion of the Campus (each subdivided parcel and a condominium unit are hereafter referred to as a "*Lot*" and collectively as the "*Lots*"), as hereafter determined by Declarant, in its sole and absolute discretion, so long as the means determined by Declarant do not: (i) impose any additional financial obligations on Kingsland or materially diminish or interfere with the rights granted to Kingsland pursuant to the MEF Documents (as hereinafter defined); (ii) alter the boundaries of the MEF Parcel; (iii) alter the layout or design of any access roads serving the MEF Parcel in a manner that would reduce their traffic carrying capacity; and (iv) violate any of the terms of this Declaration.

I. Declarant may convey or lease each of the Lots (except any Common Lots) to third parties, to be developed by such third parties in accordance with the provisions of this Declaration and, either before or after such conveyances or leases, construct the Common Facilities (as defined below).

J. Declarant is desirous of establishing a common scheme and plan of development for the Campus that accommodates all of the improvements on the Campus in furtherance of the MEF Redevelopment Plan, the Campus Master Redevelopment Plan, the rights and obligations of the parties under the MEF Documents, and the Vision Plan.

K. Declarant intends to create and provide the initial operating funding for a Property Owners Association (the "*Association*") incorporated under the laws of the State of New Jersey as a non-profit corporation, to which Association shall be delegated and assigned the power and authority, and the obligation, to maintain the Common Facilities as set forth herein, and to administer and enforce the covenants and restrictions governing the Campus, and to collect and disburse all assessments and charges necessary for such maintenance, administration and enforcement, all as provided in accordance with this Declaration.

NOW, THEREFORE, in order to ensure the orderly development and use of the Campus, in accordance with and subject to the Campus Master Redevelopment Plan and the MEF Redevelopment Plan, Declarant does hereby establish the following declaration, easements, covenants, conditions and restrictions with the intent that they shall be binding upon Declarant and any parties who acquire in any fashion any interests in and to any Lot or portion of the Campus, and all future owners of each of the Lots, and their successors, executors, administrators, heirs and assigns:

Section 1. Definitions. As used in this Declaration, the following terms shall have the following meanings:

(a) "*Affiliate*" shall mean and refer to any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the party in question or its successor, as the case may be, or any corporation or other entity resulting from a merger, reorganization or consolidation with the party in question or its successor, as the case may be, or to any person or entity that acquires a controlling interest in the beneficial ownership of the party in question or its successor, as the case may be, or to any person or entity that acquires all or substantially all of the assets of the party in question or its successor, as the case may be. For the purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

(b) "*Annual Assessment Statement*" shall mean a reasonably detailed statement of all Common Facilities Costs incurred by Declarant during the preceding calendar year delivered to Owners in accordance with Section 16 of this Declaration.

(c) "*Association*" shall mean and refer to any future Property Owners Association that is formed by Declarant for purposes of managing the Campus in accordance with the terms and conditions of this Declaration, including such corporation's successors and assigns. For purposes of this Declaration, following the Association Transfer Date, all references to Declarant shall mean the Association, except as expressly stated otherwise.

(d) "*Association Transfer Date*" shall mean that date on which Declarant transfers, conveys or causes to be conveyed to the Association the Common Lots and any Common Facilities pursuant to Section 2(d) below.

(e) "*Board*" or "*Board of Directors*" shall mean and refer to the Board of Directors of the Association, and any reference herein or in the Certificate of Incorporation, By-Laws or Rules and Regulations of the Association to any power, duty, right or approval, or any other right of the Association, shall be deemed to refer to the Board and not the membership of the Association, unless the context expressly indicates to the contrary.

(f) "*Building(s)*" shall mean and refer to any buildings constructed on the Lots from time to time.

(g) "*By-Laws*" shall mean and refer to the By-Laws of the Association to be adopted prior to the Association Transfer Date, which shall not conflict with the provisions of this Declaration, as the same may from time to time be amended or supplemented.

(h) "*Certificate of Incorporation*" shall mean and refer to the Certificate of Incorporation of the Association, as the same may, from time to time, be amended.

(i) "*Common Lot*" shall mean, collectively, any Lot or Lots which are open for use by all of the Owners and their occupants, tenants, servants, invitees, licensees, customers, guests, and employees.

(j) "*Common Facilities*" shall mean and refer to any and all Common Lots, and the improvements thereon and elsewhere in the Campus which are intended for the use of all of the Owners, but specifically excluding: (i) the CUP Improvements, (ii) the CUP Distribution Lines, and (iii) the Remediation Systems (as defined in the Environmental Declaration). Notwithstanding the foregoing, Common Facilities shall not include (i) any common space or facilities that are located within any Building, or (ii) any landscaping, parking, driveways, structures or other facilities located on a Lot, other than a Common Lot. Further, any Common Facilities that, by virtue of their design, function or location, predominantly serve one or more Lots or one or more types of users or Owners, and not the Campus as a whole, shall be deemed Limited Common Facilities benefitting such Lots, Owners or types of users, as the case may be.

(k) "*Common Facilities Costs*" shall mean and include, all costs of operating, maintaining, relocating, repairing and replacing the Common Facilities in a manner that is consistent with a First Class Mixed Use Development as provided in this Declaration, including the cost of CUP Utilities supplied to the Common Facilities, funding appropriate reserves, for purchasing insurance, for paying real estate taxes assessed against the Common Facilities, and a management or administrative fee which is consistent in amount with the management or administrative fees customarily charged by managers or owners of similar First Class Mixed Use Developments of comparable size in suburban northern New Jersey, together with all other costs identified as Common Facilities Costs in this Declaration. The general categories of anticipated Common Facilities Costs and an initial pro forma budget that is further illustrative of the categories of anticipated Common Facilities Costs are set forth on Exhibit E attached hereto. The amounts set forth on the initial pro forma budget attached as part of Exhibit E are current estimates only as of the date of this Declaration and shall not be deemed or construed as a representation or warranty by Declarant as to what the budgeted amounts will be on a going forward basis. Declarant shall have the right to create subcategories falling under the general categories of Common Facilities Costs listed in any part of Exhibit E in order to fully illustrate

the breadth of services to be provided within each general category of Common Facilities Costs. Declarant shall not add new categories of Common Facilities Costs to Exhibit E, unless any such new category of Common Facilities Costs is customarily incurred in connection with the administration of common facilities within a First Class Mixed Use Development of comparable size in suburban northern New Jersey. Common Facilities Costs shall not, however, include (i) the initial construction costs of any Common Facilities, including the cost of debris removal in connection with initial construction and the cost of any repairs that are necessitated as a result of initial construction activity; (ii) environmental remediation costs of any kind; (iii) depreciation; (iv) debt service under mortgages or ground rent under ground leases; (v) any costs or legal fees incurred in connection with negotiation or enforcement of this Declaration; (vi) interest and penalties on any taxes or service contract; (vii) any expenses for which Declarant or the Association receives insurance proceeds or reimbursement from a third party; (viii) the cost of any expansion, changes or alterations to the Campus or the Common Facilities undertaken by Declarant except as specifically provided for herein; (ix) costs of connecting the Common Facilities to any Owner's improvements; (x) costs associated with services provided to portions of the Campus that are not provided to the Campus as a whole, which costs are charges to Owners directly benefitted thereby; (xi) costs associated with the sale, transfer, financing or lease of all or any portion of the Common Facilities outside the normal course of operation of the Common Facilities for the benefit of the Members; (xii) costs related to the repair, replacement or rehabilitation of Common Facilities in existence as of the date of this Declaration (to the extent that such costs are reasonably necessary to bring any existing Common Facilities into good working order and functional condition consistent with a First Class Mixed Use Development from the condition on which they existed as of the date of this Declaration; (xiii) costs paid to Affiliates of Declarant or the Association to the extent they exceed the customary costs paid in arms-length transactions; (xiv) salaries and fringe benefits of employees of Declarant to the extent that they are not directly engaged in the operation or maintenance of the Common Facilities; and (xv) costs of repair or replacement of Common Facilities arising from defects in the initial design, construction or installation thereof.

(l) "*Common Property*" shall mean and refer to the Common Facilities and any Common Lots, any other personal property owned by the Association, together with the rights and benefits of any easements running to the Association over any other portion of the Campus or the Lots.

(m) "*CUP Distribution Lines*" shall mean the distribution lines supplying the CUP Utilities to the Campus from the CUP Improvements.

(n) "*CUP Improvements*" shall mean and refer to the following buildings shown on Exhibit F attached hereto which provide the CUP Utilities: (i) the building known as "Building 39" which houses boilers and other steam infrastructure, (ii) the West Electrical Substation known as "Building 52", (iii) the East Electrical Substation known as "Building 109", (iv) the West Chiller Plant known as "Building 80", and (v) the East Chiller Plant/Air Compressors known as "Building 107".

(o) "*CUP Services Agreement for Common Facilities*" shall mean a utility services agreement for the provision of CUP Utilities to the Common Facilities entered into between the CUP Utility Provider and the Association following the Association Transfer Date.

(p) "*CUP Utilities*" shall mean (i) electricity supplied by PSE&G and transmitted by transformers in the West Electrical Substation and the East Electrical Substation, (ii) chilled water produced by the West Chiller Plant and the East Chiller Plant, and (iii) steam produced as a by-product of the Co-Generation Utility Plant and/or by the boilers located in "Building 39".

(q) "*CUP Utility Provider*" shall mean Declarant, and its successors and/or assigns.

(r) "*Designated Occupant*" shall mean a tenant or occupant of a Lot who is designated in writing by the Owner of such Lot, and notice of such designation (together with the mailing address of such tenant or occupant) is delivered to Declarant or the Association, as the case may be. An occupant of a Lot may only be a Designated Occupant during such time that it is in rightful occupancy of, or has a continuing right of possession in, any of the improvements located on a Lot. An Owner may assign to a Designated Occupant some or all of the rights conferred upon an Owner pursuant to this Declaration, and such an assignment may authorize the Designated Occupant to exercise some or all of the Owner's rights and obligations in lieu of and on behalf of the Owner on the terms and conditions established by Owner in the writing designating such tenant or occupant of said Owner's Lot as the Designated Occupant. For the term of the MEF Lease, Kingsland shall be the Designated Occupant with respect to the MEF Parcel on terms and conditions set forth in the MEF Lease.

(s) "*Environmental Declaration*" shall mean that certain Declaration of Easements and Restrictions by Hoffmann-La Roche Inc., a copy of which is attached hereto as Exhibit G.

(t) "*First Class Mixed Use Development*" shall mean a development that blends various complimentary land uses that may include, but are not limited to, a combination of residential, commercial (including warehouses, flex-space, and research and development), cultural, institutional, and/or industrial uses, that may also include a medical educational facility, where those functions are physically and functionally integrated, and that provides pedestrian connections and is consistent with other first class mixed use developments located in northern New Jersey. As of the date hereof, the Harmon Cove development in Secaucus, New Jersey and the Newport development in Jersey City, New Jersey qualify as comparable developments that constitute First Class Mixed Use Developments.

(u) "*First Avenue*" shall mean the paved roadways and pedestrian sidewalks, adjacent thereto generally shown and designated on Exhibit H, which roadway and sidewalk(s) generally connects Route 3 to Kingsland Street. First Avenue shall be classified as a Major Common Road. First Avenue from Kingsland Street to Fourth Street shall not be relocated, altered or obstructed, except for temporary obstructions permitted by this Declaration.

(v) "*Prism Street*" shall mean the roadway and sidewalk generally shown and designated as Prism Street on Exhibit H, which roadway and sidewalk(s) define the northern lease line of the MEF Parcel. That portion of Prism Street from First Avenue North eastward to the dead end of Prism Street shall be classified as a Limited Common Road. The remaining

portion of Prism Street to the west of First Avenue North shall be classified as a Major Common Road.

(w) "*Research Alley*" shall mean the paved roadways and pedestrian sidewalks adjacent thereto generally shown and designated on Exhibit H. Research Alley shall be an Internal Road to the MEF Parcel.

(x) "*Fifth Avenue*" shall mean the paved roadways and pedestrian sidewalks adjacent thereto generally shown and designated on Exhibit H, which roadway and sidewalk(s) generally defines the eastern lease line of the MEF Parcel, and which provides access to Kingsland Street. Fifth Avenue shall be classified as a Major Common Road.

(y) "*Force Majeure*" shall mean government interference (including regulation, appropriation or rationing); unusual delay in governmental permitting; shortages or unavailability of materials; labor disputes not resulting from the wrongful acts of an Owner, Declarant or the Association, as the case may be (including, but not limited to, strikes, slowdowns, job actions, picketing and secondary boycotts); fire, explosion or other casualty; delays in transportation resulting from acts of God, strike or adverse weather conditions; delays due to adverse weather conditions, acts of God, directives or requests by any governmental entity, authority, agency or department; any court or administrative orders, other than resulting from the negligence, wrongful act or willful misconduct of an Owner, Declarant or the Association, as the case may be; acts of declared or undeclared war, warlike conditions in this or any foreign country, acts of terrorism, public disorder, riot or civil commotion; or by anything else beyond the reasonable control of an Owner, Declarant or the Association, as the case may be (but excluding the financial condition of any such party), as applicable.

(z) "*Internal Roads*" shall have the meaning set forth in Section 4(d) of this Declaration.

(aa) "*Kingsland*" shall mean Kingsland Street Urban Renewal, LLC, a New Jersey limited liability company, which is a joint venture between Hackensack University Medical Center and Seton Hall University that leases the MEF Parcel pursuant to the MEF Lease, and the successors and/or permitted assigns of said entity pursuant to the MEF Lease that are then the tenant under the MEF Lease.

(bb) "*Legal Requirements*" shall mean any and all then existing and applicable statutes, codes, ordinances, regulations, rules, orders, directives and requirements of any governmental or quasi-governmental entity, authority, agency, bureau, board, office, commission or department (or official thereof).

(cc) "*Limited Common Facilities*" shall mean any Common Facilities that, by virtue of their design, function or location, predominantly serve one or more Lots or one or more types of users or Owners, and not the Campus as a whole.

(dd) "*Limited Common Road*" or "*LCR*" shall mean the paved roadway and pedestrian sidewalks adjacent thereto, which provide access to Lots and connect Lots to the Major Common Roads, as same may be designated as LCR from time to time by Declarant as provided in Section 4(a). As of the date of this Declaration, the Limited Common Roads are

generally shown on Exhibit H and consist of that portion of Prism Street from First Avenue North eastward to the dead end of Prism Street. Declarant may not change any designation of a roadway as a Limited Common Road without the consent of the Owners of the Lots benefiting thereby.

(ee) "*Lot*" shall have the meaning provided in the Recitals hereof. The MEF Parcel is a Lot, and is subject to all of the terms and conditions of this Declaration that are applicable to all other Lots in the Campus, except as otherwise expressly set forth in this Declaration.

(ff) "*Major Common Road*" or "*MCR*" shall mean the paved roadways and pedestrian sidewalks adjacent thereto, which roadways and sidewalks provide access to the public road system and are designated, from time-to-time, as Major Common Roads by Declarant as provided in Section 4(a). As of the date of this Declaration, the Major Common Roads are generally shown on Exhibit H, and include First Avenue from Kingsland Street to Route 3, Fifth Avenue, that portion of Prism Street to the west of First Avenue North, Isabella Street and Medicine Lane.

(gg) "*MEF Courtyard*" shall mean that certain courtyard area within the MEF Parcel as shown on Exhibit I attached hereto.

(hh) "*MEF Documents*" shall mean each of the MEF Lease, the Energy Services Agreement by and between Kingsland and the CUP Utility Provider for the provision of CUP Utilities to the MEF Parcel (the "*MEF Utility Services Agreement*"), the Environmental Declaration, the Environmental Agreement, the MEF Redevelopment Plan, the MEF Financial Agreement with the City, the MEF Financial Agreement with the Township, the Kingsland Parking Easement (as defined in Section 5(a) below), and the Kingsland Signage Easement (as defined in Section 10(a) below).

(ii) "*MEF Lease*" shall mean that certain Lease Agreement between PB Med and Kingsland, as same may be assigned, amended or modified from time to time.

(jj) "*Member*" shall mean and refer to each and every individual Owner (other than Declarant or the Association as Owner of any Common Lot) during such Owner's period of ownership of a Lot, who shall be a member of the Association.

(kk) "*Owner*" or "*Owners*" shall mean any owner (including Declarant until it sells all of the Lots and the Association acquires any Common Lot), from time to time after the date hereof, of a Lot and its or their respective successors or assigns, including, any Designated Occupant to which an Owner's rights or obligations are assigned, from time to time, as contemplated herein.

(li) "*Permitted Users*" shall have the meaning provided in Section 3(b) hereof.

(mm) "*Specific Prohibited Uses*" shall have the meaning provided in Section 15(b) hereof.

Section 2. Property Subject to this Declaration; Rights in Common Lots and Common Property.

(a) Property. The Campus and any and all portions of the Campus are and shall be held, transferred, sold, conveyed, leased, occupied, operated and maintained subject to this Declaration, as same may be amended pursuant to the provisions hereof. All present and future Owners and Designated Occupants of any Lot shall be subject to this Declaration. Notwithstanding the foregoing, Kingsland shall not be bound by any condition, restriction or limitation imposed by this Declaration that deprives Kingsland or its Permitted Users (as hereinafter defined) of the beneficial use of all or any portion of the MEF Parcel, or that are not uniformly applied to all Owners, tenants and occupants of the Campus. Ownership, occupancy or use of all or any portion of the Campus shall be conclusively deemed to mean that said owner, occupant or user has accepted and ratified this Declaration and shall comply with same, except the foregoing shall not apply to Roche in connection with its ownership of Remediation Systems or Remedial Activities (as defined in the Environmental Declaration).

(b) Rights of Owners. Upon the creation of the Association, Owners shall have voting rights in the Association and any and all other benefits available to the Members of the Association as set forth in the By-Laws and Rules and Regulations of the Association.

(c) Owners' Easement of Enjoyment. Subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations of the Association, every Owner shall have a right in and enjoyment of an easement in and to the Common Facilities within the Campus.

(d) Title to Common Lots and Facilities. Declarant hereby covenants for itself, its successors and assigns, that upon the sale of Lots (other than Common Lots and the MEF Parcel) by Declarant to unrelated third parties (as opposed to any Affiliates of Declarant) for purposes of building-out the Campus which in the aggregate comprise ninety percent (90%) or more of the total land area of the Campus (excluding Common Lots and the MEF Parcel), Declarant shall convey or cause to be conveyed to the Association all Common Lots and any Common Facilities, free and clear of any liens or monetary encumbrances. As of the Association Transfer Date, Declarant shall be released from any and all obligations associated with this Declaration for any Common Lot and all Common Facilities transferred by Declarant to the Association to the extent that such obligations arise from and after the Association Transfer Date, and the term "Declarant" shall thereafter mean the "Association". As of the Association Transfer Date, the Association shall be obligated to maintain all Common Lots and Common Facilities in accordance with the terms of this Declaration. The Association shall be entitled to retain a property manager, at commercially reasonable rates and for a commercially reasonable term, to perform the Association's obligations under this Declaration.

(e) Project. The Campus shall be designed and constructed in the manner determined by Declarant, in its sole and absolute discretion, including, without limitation, the configuration of any Lot or the configuration of any Common Lot or Common Facilities, provided that any such development of the Campus is subject to the restrictions set forth in this Declaration, consistent with a First Class Mixed Use Development, does not materially adversely impact the MEF Parcel or the MEF Lease, and such development is in accordance with the

Campus Master Redevelopment Plan, as the same may be amended from time to time (the "Project"). Declarant shall seek approval of a Campus Master Redevelopment Plan that permits uses that are generally consistent with the uses set forth on the Vision Plan, and that permits those uses to be developed in locations that are generally consistent with the locations designated for such uses on the Vision Plan. If during the course of considering the Campus Master Redevelopment Plan for adoption either the City or the Township requires changes thereto that are not generally consistent with the Vision Plan, Declarant shall be permitted to: (i) modify the Vision Plan to comport with the changes required by the City and/or the Township; and (ii) seek approval of a modified Campus Master Redevelopment Plan that is generally consistent with the modified Vision Plan. Declarant shall use commercially reasonable efforts to cause the Campus Master Redevelopment Plan to permit the installation and use of the Building 76 Sign (as defined in the Kingsland Signage Easement) in the manner and at the location set forth in the Kingsland Signage Easement without the need for variance relief. Once the Campus Master Redevelopment Plan is adopted by the City and the Township, no Owner, Designated Occupant or tenant of any Lot may undertake or cause or encourage any third party (including but not limited to any employees, invitees and/or students of any Owner, Designated Occupant or tenant) to undertake any objection, appeal, or litigation in connection with any application for development of any portion of the Campus that questions, challenges or objects to the height, density, floor area ratio, parking, traffic impacts, design, construction materials, or nature or intensity of use of such proposed development, provided that such application for development: (A) complies with the use restrictions set forth in Section 15 and Exhibit L of this Declaration; (B) does not reduce the number of parking spaces allocated to any such Owner, Designated Occupant or tenant; and (C) does not materially adversely affect the existing access to such Owner's, Designated Occupant's or tenant's Lot. Notwithstanding the foregoing, the restrictions set forth in the immediately preceding sentence shall not apply with respect to any proposed development that: (1) is proposed to be located within fifty (50) feet of that portion of any occupied principal Building that is the closest to such occupied principal Building's side or rear lot line; (2) is proposed to be located within one hundred fifty (150) feet of that portion of any occupied principal Building that is the closest to such occupied principal Building's front lot line; and/or (3) is proposed to be constructed in place of either one or both of those existing buildings commonly known as Building 1 and Building 76; provided that any such concerned Owner, Designated Occupant or tenant has statutory standing to object to such an application for development. In the event that any such concerned Owner, Designated Occupant or tenant is permitted by the terms of this Declaration to object to an application for development and has statutory standing to object to an application for development, but the governmental authority having jurisdiction over such application for development approves the application, such Owner, Designated Occupant or tenant shall be prohibited from undertaking or causing or encouraging any third party (including but not limited to any employees, invitees and/or students of any Owner, Designated Occupant or tenant) to undertake any challenge, appeal or other litigation with respect to such development approval. Declarant shall be permitted to seek to amend the Campus Master Redevelopment Plan from time to time, in Declarant's sole and absolute discretion, provided that any such amendments sought by Declarant (x) are consistent with a First Class Mixed Use Development, (y) do not materially adversely impact the MEF Parcel or the MEF Lease, and (z) do not alter or violate the Specific Prohibited Uses (as defined in Section 15(b)). Declarant shall provide all Owners or Designated Occupants, as the case may be, with copies of any proposed amendments to the Campus Master Redevelopment Plan no less than ten (10) days prior to the date that any

formal action to approve or deny any such proposed amendment is taken by the governing body of either the City or the Township. Declarant and/or the Association may expand or reduce the amount of land area that comprises the Campus, as long as such expansion or reduction is not undertaken for the purpose of increasing the obligations or diminishing the rights of Kingsland under the MEF Documents.

Section 3. Common Facilities; MEF Courtyard

(a) Common Facilities. The Common Facilities shall include any Common Lot, all improvements located on a Common Lot (other than those excluded in the definition of "Common Facilities") and any and all improvements installed by Declarant on the Campus which are intended for the use of all of the Owners, including by way of description but not by way of limitation, the following:

- (i) All Major Common Roads and Limited Common Roads, as defined in Section 1 and Section 4;
- (ii) All Common Parking Areas as defined in Section 5(b);
- (iii) All Main Sewer lines, as defined in Section 8;
- (iv) All Common Stormwater Management Facilities, as defined in Section 9;
- (v) All Shared Signage, as defined in Section 10;
- (vi) All Additional Common Facilities, as defined in Section 11; and
- (vii) All other Common Facilities for the benefit of, or to be used in common by, Owners, tenants, employees and invitees of the Campus, including but not limited to the fire suppression water pump facility located in Building 75 and related distribution system serving the Campus.

(b) Easement for Use and Enjoyment of Common Facilities. Declarant and, to the extent any Common Facilities are located on a Lot, each Owner grants to the other Owners and their respective occupants, tenants, servants, invitees, licensees, customers, guests, students, faculty and employees (collectively, "*Permitted Users*"), a perpetual non-exclusive easement to use and enjoy the Common Facilities for their respective intended purposes, as same exist from time to time, which grant (and each of the more specifically enumerated grants of easements set forth in this Agreement) is subject to the express rights reserved to Declarant hereunder and to the rules and regulations for the use thereof which Declarant, from time to time, establishes. Unless expressly provided for herein or in the MEF Lease, Owners and Permitted Users shall have no right to repair, replace or otherwise modify any Common Facilities without Declarant's prior written approval, which may be withheld in Declarant's reasonable discretion.

(c) Limited Common Facilities. The Declarant may designate any Common Facilities that, by virtue of their design, function or location, predominantly serve one or more Lots or one or more types of users or Owners, and not the Campus as a whole, as Limited

Common Facilities. All costs associated with the maintenance and use of Limited Common Facilities shall be considered Common Facilities Costs, but shall be assessed directly to such Lots or types of users or Owners specifically benefitted thereby. Owners shall have the right to repair, replace or otherwise modify any Limited Common Facilities, subject to the approval of Declarant, which shall not be unreasonably withheld.

(d) MEF Courtyard. Declarant hereby reserves, and Kingsland hereby grants to Declarant and the Permitted Users, a license with respect to the MEF Courtyard in order to provide access thereto to Declarant and the Permitted Users (the "*MEF Courtyard License*"). Declarant and the Permitted Users shall have a right of access to the MEF Courtyard during the term of the MEF Courtyard License. Notwithstanding the foregoing, Kingsland shall have the right to temporarily restrict access to the MEF Courtyard for the purpose of hosting short-term special events in the MEF Courtyard. Declarant has no obligation to install any improvements in the MEF Courtyard. Kingsland shall be responsible, at Kingsland's sole cost and expense, for the initial installation of any and all improvements in the MEF Courtyard desired by Kingsland (subject to any applicable provisions of the MEF Lease). Kingsland shall also have the right to change the size, location, layout and other features of the MEF Courtyard at any time and from time to time (subject to any applicable provisions of the MEF Lease), at Kingsland's sole cost and expense. Kingsland shall be responsible, at Kingsland's sole cost and expense, for the maintenance and repair of any such improvements that are installed in the MEF Courtyard that are not consistent with public use or available to all Permitted Users. Declarant shall: (i) maintain the MEF Courtyard, and those improvements installed therein by Kingsland (if any) that are consistent with public use and available to all Permitted Users during the term of the MEF Courtyard License; (ii) include such maintenance costs among the Common Facilities Costs; and (iii) include the pro rata cost thereof in the Annual Assessment payable by Owners in the manner set forth in Section 16 of this Declaration. Kingsland shall have the right, upon not less than thirty (30) days' prior written notice to Declarant, to terminate the MEF Courtyard License. Upon the termination effective date: (i) Kingsland may utilize the entirety of the MEF Courtyard for Kingsland's exclusive use (subject, however, to the easements otherwise granted under this Declaration) in which event Kingsland shall be responsible for preventing the use of the MEF Courtyard by any unauthorized users; and (ii) Kingsland shall be responsible for all maintenance and repairs to the MEF Courtyard, at Kingsland's sole cost and expense, which costs shall no longer be included among the Common Facilities Costs.

(e) Declarant's Reserved Rights.

(i) Prior to the Association Transfer Date, the Common Facilities shall at all times be subject to the exclusive control and management of Declarant. Declarant may change the Project as shown on the Campus Master Redevelopment Plan subject to and in accordance with Section 2(e) above, determine the nature and extent of the Common Facilities and make such changes, rearrangements, additions and reductions therein as Declarant deems desirable, including, without limitation, the configuration of any Lot, road, utility, storm water facility, open space or other amenity, the location, relocation, enlargement, reduction or addition of driveways, entrances and exits, the direction and flow of traffic, establishment of protected areas, landscaped areas and any and all other Common Facilities, and the right to locate on the Campus permanent or temporary signage, displays or buildings or improvements of any type, all in Declarant's sole and absolute discretion, provided that any such changes comply with the

terms and provisions of the Campus Master Redevelopment Plan, as adopted and amended from time to time, and subject to the limitations set forth herein. Notwithstanding the foregoing, the Declarant shall not have the right to make any changes to the Campus Master Redevelopment Plan, Common Facilities, Limited Common Facilities, or this Declaration that would (i) impair the free ingress to and egress from any Lot between such Lot and both Kingsland Street and Route 3, (ii) impair the utility service to or drainage from any Lot, (iii) violate or modify the restrictive use covenants set forth in Section 15(b) hereof, or (iv) materially alter any other right granted to the Owner of any Lot hereunder without the prior consent of the Owners of all affected Lots.

(ii) Prior to the Association Transfer Date, Declarant shall have the right to utilize portions of the Common Facilities from time to time for entertainment purposes, displays, advertising and educational purposes, demonstrations, civic and charitable functions and other uses which, in Declarant's judgment, may attract the public to the Campus or create goodwill, community interest or other beneficial interest with respect to the Campus or otherwise serve a desirable result, provided that such use does not violate the Specific Prohibited Uses. Declarant shall maintain appropriate insurance in accordance with Section 13 hereof for all such activities permitted in the immediately preceding sentence. Declarant agrees that it shall not unreasonably interfere nor permit any unreasonable interference with any Owner's use of its Lot, subject to Declarant's rights as set forth in this Section 3(e). Prior to any such utilization of the Common Facilities, Declarant shall provide reasonable prior written notice to all Owners stating, at a minimum, the estimated duration and location of the activities and the actions expected to be taken by Declarant pursuant to this Section 3(e)(ii).

(iii) Declarant has and shall have the right: (A) to close, if necessary, all or any portion of the Common Facilities to the extent reasonably necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; (B) to close temporarily all or any portion of the Common Facilities as required to perform maintenance, repairs, replacements, alterations or improvements thereon or thereto; and (C) to do and perform such other acts in, to and with respect to, the Common Facilities as Declarant believes is appropriate for the Campus, provided that such acts are consistent with the use of a First Class Mixed Use Development. Prior to any closure, Declarant shall provide reasonable prior written notice to all Owners stating, at a minimum, the estimated duration and location of the closures and the actions expected to be taken by Declarant pursuant to this Section 3(e)(iii).

(iv) The availability of the Common Facilities may be interrupted, and access thereto may be restricted, in whole or in part, during such times as Declarant is exercising any of its rights or obligations hereunder, provided that Declarant agrees that it shall use reasonable and good faith efforts to minimize interference with any Owner's use of its Lot. Declarant shall coordinate any interruption in the availability of the Common Facilities with Kingsland for a time that does not unreasonably interfere for any substantial period of time with events on the academic calendar of Kingsland or users of the MEF Parcel.

(v) In no event may Declarant take any intentional action as to the Common Facilities which materially interferes with any Owner's ability to use and enjoy its Lot for an unreasonable period of time, given the facts and circumstances Declarant is then addressing.

(vi) Declarant shall have the right, in its sole and absolute discretion, to erect a fence or multiple fences limiting or precluding entry and access by Owners (including Kingsland as tenant under the MEF Lease) to other portions of the Campus not part of their respective Lots (or in the case of Kingsland, not part of the MEF Parcel), provided that such fencing shall only be erected if necessary in connection with the remediation of the Campus by Roche pursuant to the Environmental Declaration, or to secure a Lot or Lots in connection with construction and development activities on the Campus by Declarant or any other third party, and provided further that such fencing shall not materially impair access to and from Route 3 and Kingsland Street from the MEF Parcel or any Lot.

(f) Operation and Maintenance of Common Facilities/Common Facilities Costs. Declarant shall operate, manage, maintain, repair, relocate and replace the Common Facilities from time to time as Declarant determines is appropriate so as to operate and maintain the Campus in a manner comparable to other First Class Mixed Use Developments, and as provided in the Annual Assessment Statement. Declarant shall have the authority to employ all personnel reasonably necessary for the proper operation and maintenance of the Common Facilities (and, until such time, if ever, that Kingsland elects to terminate the MEF Courtyard License, the MEF Courtyard), including a property manager, which may be a related entity to Declarant. All costs and expenses incurred by Declarant in fulfilling its obligations pursuant to Section 3 are defined as "*Common Facilities Costs*", subject to the limitations set forth in Section 3(c) as to Limited Common Facilities or as otherwise provided in this Declaration. The Owners shall pay for the Common Facilities Costs in accordance with the Annual Assessment Statement as provided in Section 16(a) below. Until such time, if ever, that Kingsland elects to terminate the MEF Courtyard License, the costs to operate, maintain, repair and replace the MEF Courtyard shall be included among the Common Facilities Costs.

(g) Specific Provisions in this Declaration. To the extent any provision of this Declaration addresses any specific Common Facility, such as by way of example Common Roads, such provision shall be interpreted as being in furtherance of, and not in limitation of, this Section 3, unless the context indicates otherwise. In the event there exists a conflict between the terms of this Declaration and any express term of the MEF Lease related to the use and enjoyment of the MEF Parcel in accordance with the terms of the MEF Lease, the terms of the MEF Lease shall control, except with respect to those terms of this Declaration related to access to and maintenance of the MEF Courtyard pursuant to the MEF Courtyard License. In the event there exists a conflict between the terms of this Declaration and any express term of the Environmental Declaration, the terms of the Environmental Declaration shall control. In the event there exists a conflict between the terms of this Declaration and any express term of either the Kingsland Parking Easement and/or the Kingsland Signage Easement, the terms of the Kingsland Parking Easement and/or the Kingsland Signage Easement, as applicable, shall control.

Section 4. Access Road Easements.

(a) Common Road Easement. Declarant and, to the extent any Common Roads (as defined below) are located on a Lot, each Owner grants to the other Owners (or to the designated Owners with respect to a Limited Common Road as provided below) and their respective Permitted Users, a perpetual, non-exclusive access easement on, through, upon, over

and across the Common Roads for all manner of pedestrian and vehicular traffic, including, but not limited to, emergency vehicles, but excluding construction vehicles and heavy machinery except as expressly provided for in Section 4(e) below. Declarant may, in its sole and absolute discretion, locate any and all Common Roads on Lot(s) separate from any Owner Lot, or on an Owner Lot subject to the Common Road easement, provided, however, that subsequent to the date of this Declaration, Declarant shall not locate any additional Common Roads on the MEF Parcel. Notwithstanding the foregoing, Declarant shall have the right and reserves an easement to construct a Limited Common Road (including sidewalks) on a portion of the MEF Parcel located to the north of the chiller buildings comprising a component of the CUP Utilities on the Common Lot, provided that such roadway and sidewalks will extend from the building on the Common Lot that is nearest to the MEF Parcel a distance of no more than thirty (30) feet. Declarant shall designate in writing those Owners that shall have a perpetual, non-exclusive access easement on, through, upon, over and across the Limited Common Roads for all manner of pedestrian and vehicular traffic, including, but not limited to, emergency vehicles. The access road connecting First Avenue with Fifth Avenue that crosses the MEF Parcel (designated on Exhibit H as Medicine Lane) is hereby designated as a Major Common Road. Kingsland has the exclusive right to park along said access road, and the non-exclusive right to traverse said access road in common with the other Owners, their respective Permitted Users, and Declarant. Declarant hereby reserves an easement to construct, repair, maintain or perform any other obligation of Declarant or the Association hereunder within all Major Common and Limited Common Roads (collectively "*Common Roads*"). Declarant reserves the right, in Declarant's sole and absolute discretion, to (i) create any new Common Road on any Lot (other than the MEF Parcel), provided that Declarant will not have the right to create any additional Common Roads on a Lot after title to such Lot is transferred to an Owner, without the prior written consent of such Owner, which consent may be withheld in the sole and absolute discretion of such Owner, and (ii) relocate any Common Roads as same may be depicted on the Campus Master Redevelopment Plan, as the same may be amended from time to time, provided that all Lots shall have ultimate access via one or more Major Common Roads to Route 3 and Kingsland Street. Once the right to use a Limited Common Road has been granted to the Owner of a Lot, such right shall not be revoked without the consent of such Owner. Owners shall not obstruct any Common Roads or render them impassible or unusable in any way due to the construction or installation thereon of any improvements, or by the placement of any personal property thereon (including the parking of vehicles thereon other than as may be reasonably necessary on a temporary basis for construction, exclusive of construction vehicles and heavy machinery, maintenance, or repair of areas immediately adjacent thereto), or otherwise in any material way interfere with the right of the other Owners to use and enjoy the Common Roads.

(b) Access Driveways for Campus. The Campus will access the adjoining public roadways by three (3) primary access driveways shown on Exhibit H attached hereto. One access driveway is at the intersection of Kingsland Street and Bloomfield Avenue, where there exists an existing access point into the Campus ("*First Avenue Kingsland Driveway*"). The second access driveway is located on Kingsland Street, East of the First Avenue Driveway ("*Fifth Avenue Driveway*"). The third access driveway is located at the approximate midpoint of the Campus frontage on State Highway Route 3, and is the existing present main access to the Campus from Route 3 ("*First Avenue Route 3 Driveway*"). The Declarant reserves the right, in Declarant's sole and absolute discretion, to provide additional access point(s) from public rights-of-way to the Campus or Lot(s) in locations to be determined by Declarant, in its

sole and absolute discretion, subject to approval of said locations by the applicable governmental agency with jurisdiction over said access driveways. In such event, Declarant reserves, subject to the consent of the Owner of any Lot upon which a new access driveway may be located, to the other Owners and their respective Permitted Users, a perpetual, non-exclusive access easement on, through, upon, over and across the new access driveway for all manner of pedestrian and vehicular traffic, including, but not limited to, emergency vehicles. Declarant reserves designation of the roads servicing any future access driveway as either Major Common Road or Limited Common Road, at Declarant's sole and absolute discretion. No Owner shall request any applicable governmental authority to permit access to a public road without the express written consent of Declarant, which may be withheld in Declarant's sole and absolute discretion.

(c) Maintenance of Common Roads. Declarant or Association, as the case may be, shall maintain the Common Roads and associated Common Facilities in (i) good and safe condition consistent with the access roads of a First Class Mixed Use Development and free of snow and ice; (ii) replace from time to time, as necessary, the Common Roads and associated Common Facilities, and (iii) comply with all Legal Requirements pertaining to the maintenance or condition of the Common Roads and associated Common Facilities. All costs and expenses incurred by Declarant in fulfilling its obligations pursuant to this Section 4 are Common Road Costs, and shall be assessed and paid by the Owners in accordance with Sections 16 and 17 below.

(d) Internal Roads. Each Owner shall, at its sole cost and expense: (i) construct all drives, roads and all pedestrian sidewalks adjacent thereto located solely within a Lot and serving only the Lot ("*Internal Roads*"), (ii) maintain its Internal Roads, together with any Limited Common Road that exclusively services only its Lot, including, without limitation, any sidewalks, lighting, directional signage, and any landscaping of areas in good and safe condition and repair consistent with internal roads of a First Class Mixed Use Development and free of snow and ice which shall be cleared within a reasonable period of time given the totality of the circumstances; and (iii) comply with all Legal Requirements pertaining to the maintenance or condition of the Internal Roads and exclusive Limited Common Roads.

(e) Construction Vehicles and Heavy Machinery. Notwithstanding anything to the contrary contained herein, the easements granted to the Owners in this Section 4 shall not extend to construction vehicles and heavy machinery for the construction of all or any portion of the improvements on the Lots. Declarant, in Declarant's reasonable discretion, shall designate all construction access routes, construction parking areas, and staging areas, if not located on the Lot of the Owner performing such construction, for construction vehicles, equipment and material storage within the Campus, including times and rules associated with the use of said construction access, provided that construction access shall be permitted by a reasonable means at all times (subject to all applicable Legal Requirements). The cost of repairing any damage to any Common Access Road caused by any construction vehicles or heavy machinery shall be paid solely by the Owner whose use of such vehicles or machinery caused the damage in question.

Section 5. Parking

(a) Except as otherwise provided herein and in that certain Parking Easement Agreement by and between Declarant and Kingsland attached hereto as Exhibit J (the

"*Kingsland Parking Easement*"), each Owner hereby agrees to park all of its vehicles on its own Lot and to require its Permitted Users to park their vehicles on such Owner's Lot. Each Owner shall, at its sole cost and expense: (i) construct all paved parking areas and/or parking structures located exclusively on such Owner's Lot ("*Parking Lots*"), (ii) maintain its Parking Lots, including, without limitation, any sidewalks, lighting, directional signage, and any landscaping within the Parking Lots, in good and safe condition and repair consistent with the parking lots in a First Class Mixed Use Development, which maintenance shall include, without limitation, filling of pot holes, resurfacing, striping, snow, ice, trash and rubbish removal, sweeping and general clean-up, cleaning of catch basins, maintenance of electric conduits (to the extent not performed by a utility company), repairs to any sidewalks, lighting and directional signage, replacement of bulbs and signs, installation (and from time to time replacement) of trees, plants, bushes and flowers required by any applicable governmental approvals, installation and care of conduits and irrigation systems (subject to applicable restrictions as set forth in the Environmental Declaration) and timed sprinklers, raking, watering, and fertilizing, (iii) replace from time to time, as necessary, the Parking Lots including, without limitation, any sidewalks, lighting, directional signage, and surrounding landscaped areas, and (iv) comply with all Legal Requirements pertaining to the maintenance or condition of the Parking Lots and the surrounding landscaped areas including, without limitation, sidewalks, lighting and directional signage.

(b) Common Parking Area Subject to the terms and conditions of the Kingsland Parking Easement, the Declarant may, in Declarant's sole and absolute discretion, provide parking in the Campus ("*Common Parking Area*") for the use by Owners and/or Designated Occupants of one or more Lots ("*Permitted Parking Users*"). Declarant shall have the sole and absolute authority to designate the Permitted Parking Users and the allocation of parking spaces that may be made available to any Permitted Parking Users in the Common Parking Area. Common Parking Areas may include garages or other structured parking. Any Common Parking Area shall be maintained by Declarant to the standard set forth in Section 5(a) above, and the cost of maintenance, repairs and replacement (collectively, "*Common Parking Area Costs*") shared, assessed and paid by the Permitted Parking Users expressly authorized to use the Common Parking Areas in an amount as follows: Common Parking Area Costs equal to the product of a fraction, the numerator of which is the number of parking stalls within the Common Parking Areas (which include, but are not limited to, parking areas along roadways within the Campus) provided to the applicable Permitted Parking User, and the denominator of which is the total number of parking stalls within the Common Parking Areas. Notwithstanding the foregoing, the cost of maintenance, repairs and replacement of those parking spaces allocated to Kingsland pursuant to the Kingsland Parking Easement shall be governed by the terms and conditions of the Kingsland Parking Easement, and the cost of maintenance, repairs and replacement of such parking spaces shall not be double-billed against Kingsland pursuant to this Section 5(b).

(c) Temporary Compensating Parking During Construction and Repairs. If any easement rights have been expressly reserved or granted pursuant to this Declaration for the use of parking spaces to a party, including but not limited to Declarant and Owners (each, a "*Benefitted Party*"), and the amount of available parking spaces allocated to the Benefitted Party is temporarily reduced by the Owner or Declarant as a result of installation, construction, maintenance, replacement and/or repairs being performed by or on behalf of the Owner or Declarant, the Owner or Declarant, as the case may be, shall cooperate in good faith with the

Benefitted Party and shall use commercially reasonable efforts to provide the Benefitted Party with temporary, compensating parking within the Campus until such time as the installation, construction, maintenance and/or repair work has been completed and the temporary reduction in the amount of available parking spaces allocated to the Benefitted Party has been eliminated.

Section 6. CUP Utilities and Easements

(a) CUP Utilities. During the initial build-out of the Campus, Declarant will serve as the CUP Utility Provider. Thereafter, the Association and a third party CUP Utility Provider will enter into a CUP Services Agreement for Common Facilities for the provision of CUP Utilities to the Common Facilities. The CUP Utility Provider shall provide the CUP Utilities to (i) the Common Facilities pursuant to the CUP Services Agreement for Common Facilities, and (ii) to certain Owners pursuant to separate agreements between such Owners and the CUP Utility Provider.

(b) CUP Distribution Lines Easement.

(i) Common CUP Line Easement. Declarant and its successors and assigns and each Owner hereby grants to the CUP Utility Provider, a perpetual, non-exclusive easement over and across the Lots (the "CUP Distribution Line Easement") for the purpose of installing, operating, maintaining, inspecting, repairing, replacing, and relocating the CUP Distribution Lines for the transmission of CUP Utilities to any Lots and Common Lots being serviced by the CUP Utility Provider from time to time. If, at any time, an Owner whose Lot is affected by the location of a CUP Distribution Line servicing another Lot reasonably determines that such CUP Distribution Line is affecting its ability to further develop its Lot (which will be evidenced by a site plan approval for such future development), then the affected Owner may request, and the CUP Utility Provider shall at the requesting Owners' cost and expense, relocate the CUP Distribution Line in question to another location on the requesting Owner's Lot reasonably determined by the affected Owner.

(ii) Each Owner hereby grants to the other Owners a perpetual non-exclusive easement for the purpose of installing (underground), operating, maintaining, inspecting, repairing and replacing (underground) utility lines (including, but not limited to CUP Distribution Lines) for the transmission of utilities to the Lots being serviced by such utility lines (the "Individual Utility Lines"), which grant (and each of the more specifically enumerated grants of easements set forth in this Agreement) is subject to the express rights reserved hereunder to Declarant and the Owners owning the Lot upon which the Individual Utility Lines are located and to the rules and regulations for the use thereof which Declarant, from time to time, establishes. To the extent that the Individual Utility Line on any Lot is not located in a Common Road or an Internal Road, then the Owner of the affected Lot shall determine the exact location of the placement of the Individual Utility Line in its reasonable discretion, provided, that, the Owner installing the Individual Utility Line acknowledges that in order to maximize the development on any affected Lot, Owner of the affected Lot may insist on the Individual Utility Line being located in such a manner that requires more lineal footage of same than the most direct route may require. If, at any time, an Owner whose Lot is affected by the location of an Individual Utility Line servicing another Lot reasonably determines that such Individual Utility Line is affecting its ability to further develop its Lot (which will be

evidenced by a site plan approval for such future development), then the affected Owner may request, and the Owner that installed and is using the Individual Utility Line shall, at its cost and expense, relocate the Individual Utility Line in question to another location reasonably determined by the affected Owner. If an Owner fails to relocate the Individual Utility Line in question to another location as determined by the affected Owner within a reasonable period of time, then after at least ten (10) days' written notice to such Owner, the affected Owner shall have the right to relocate such Individual Utility Line. In such case (1) the affected Owner shall use reasonable and good faith efforts to minimize any disruption in services to the Owner that installed and is using the Individual Utility Line and, if requested, will coordinate such relocation with such Owner, (2) the affected Owner shall not be liable in any manner for any disruption of services to the Owner that installed and is using the Individual Utility Line as a result of such relocation, and (3) the Owner that installed and is using the Individual Utility Line will promptly reimburse the affected Owner for the costs of such relocation within thirty (30) days after receipt of paid invoices evidencing such costs.

(iii) Any Owner shall be permitted to connect service lines servicing only that Owner's Lot to the CUP Utility Distribution Lines (the "*Individual CUP Distribution Lines*"), provided such Owner has entered into a separate agreement with the CUP Utility Provider allowing such Owner to connect into the CUP Distribution Lines. The location of each connection point of each Individual CUP Distribution Line into the CUP Distribution Lines shall be submitted to Declarant for review and approval. To the extent possible, any Individual CUP Distribution Line shall be placed in as close proximity as possible to any Limited Common Road or Common Road. Each Owner that installs an Individual CUP Distribution Line shall be responsible, at its sole cost and expense, for the installation, maintenance, operation and repair of the Individual CUP Distribution Line that it installs, including, without limitation, tap-in fees charged by the CUP Utility Provider and the restoration of any pavement or landscaping to the condition existing prior to any work undertaken on behalf of such Owner. In no event shall Declarant have an obligation to maintain, repair, relocate or operate any Individual CUP Distribution Line.

(c) CUP Distribution Lines for Common Facilities. Declarant, while it is serving as the CUP Utility Provider, and the Association thereafter, shall use reasonable and good faith efforts to enforce the CUP Services Agreement for Common Facilities relating to the provision of CUP Utilities to the Common Facilities and to cause the CUP Utility Provider to keep the CUP Distribution Lines servicing the Common Facilities in good and safe condition and repair, in compliance with all Legal Requirements and the operating practices set forth in the CUP Services Agreement for Common Facilities, and, if and when necessary, to replace such CUP Distribution Lines. The costs incurred by Declarant, and the costs incurred by the Association under the CUP Services Agreement for Common Facilities, in connection with the provision of CUP Utilities to the Common Facilities are referred to as the "*Common CUP Costs*" and shall be payable by the Owners in accordance with and as provided in Section 16(a) below. Notwithstanding anything to the contrary contained herein (i) to the extent any Owner or any of its Permitted Users causes any damage to the CUP Distribution Lines, other than that suffered as a result of normal use, such party shall bear all costs and expenses of repairing any such damage, and (ii) at Declarant's sole discretion, Declarant may bill the Common CUP Costs to the Owners on a quarterly basis based on the amount of the Common CUP Costs from the prior calendar year, with a reconciliation occurring after the calendar year in question. Declarant

shall have the right to disable any portion of the CUP Distribution Lines servicing the Common Facilities pursuant to any agreement between Declarant and the CUP Utility Provider.

(d) Indemnification. Any party availing itself of the easements and other rights set forth in this Section 6 shall be subject to the indemnification provisions set forth in Section 21 of this Declaration.

Section 7. Utilities Supplied by Public Utilities.

(a) Public Utility Easements.

(i) Public Utility Easement. Each Owner grants to the other Owners and their respective Permitted Users, a perpetual, non-exclusive easement over and across the Lots (the "Public Utility Easement") for the purpose of installing, operating, maintaining, inspecting, repairing, relocating and replacing any lines and pipes for the transmission of utilities provided by a public utility provider, rather than the CUP Utility Provider (the "Public Utility Lines"). To the extent that any Public Utility Line on any Lot is not located in a Common Road or an Internal Road, then the Owner of the affected Lot shall determine the exact location of the placement of the Public Utility Line in its reasonable discretion, provided that, the Owner installing the Public Utility Line acknowledges that in order to maximize the development on any affected Lot, the Owner of the affected Lot may require that the Public Utility Line being located in such a manner that requires more lineal footage of same than the most direct route may require. If, at any time, an Owner whose Lot is affected by the location of a Public Utility Line servicing another Lot reasonably determines that such Public Utility Line is affecting its ability to further develop its Lot (which will be evidenced by a site plan approval for such future development), then the affected Owner may request, and the Owner that installed and is using the Public Utility Line shall, at its cost and expense, relocate the Public Utility Line in question to another location reasonably determined by the affected Owner. If an Owner fails to relocate the Public Utility Line in question to another location as determined by the affected Owner within a reasonable period of time, then after at least ten (10) days' written notice to such Owner, the affected Owner shall have the right to relocate such Public Utility Line. In such case (1) the affected Owner shall use reasonable and good faith efforts to minimize any disruption in services to the Owner that installed and is using the Public Utility Line and, if requested, will coordinate such relocation with such Owner, (2) the affected Owner shall not be liable in any manner for any disruption of services to the Owner that installed and is using the Public Utility Line as a result of such relocation, and (3) the Owner that installed and is using the Public Utility Line will promptly reimburse the affected Owner for the costs of such relocation within thirty (30) days after receipt of paid invoices evidencing such costs. Notwithstanding the foregoing, the abandoned utility line located under the foundations of Buildings 123 and 123A shall not be subject to access by Declarant, or any other third parties, except for (i) Roche, as may be necessary in connection with its right to perform remediation pursuant to the Environmental Declaration; and (ii) any governmental agency or authority having jurisdiction.

(ii) Individual Public Utility Lines. Each Owner that installs a line or lines into a main public utility line (an "Individual Public Utility Line") to service its Lot shall be responsible, at its sole cost and expense, for the installation, maintenance, operation and repair of the Individual Public Utility Line including, without limitation, the restoration of any

pavement or landscaping to the condition existing prior to any work undertaken by such Owner. Any Owner that installs any surface equipment in connection with the installation of such Individual Public Utility Line shall properly screen such equipment as reasonably determined by Declarant in accordance with this Declaration, at the sole cost and expense of Owner. In no event shall Declarant or the Association have an obligation to maintain, repair, relocate or operate the Individual Public Utility Line.

(b) Measuring Utility Usage. At such time as any Owner connects its Individual Public Utility Line into a Public Utility Line, each such Owner shall install or cause to be installed, meters measuring the public utilities usage by such Owner. Each Owner shall be billed for the cost for such public utility usage directly by the applicable public utility provider.

Section 8. Sewer Easements.

(a) Main Sewer Line Easement. Certain main sanitary sewer lines serve the Campus ("*Main Sewer Lines*"), which Main Sewer Lines collect and convey sewer effluent into the Passaic Valley Sewerage Commission ("*PVSC*") sanitary sewer collection and treatment system. Declarant and its successors and assigns hereby reserve, and to the extent any Main Sewer Lines are located on a Lot, each Owner grants to the other Owners and their respective Permitted Users, a perpetual, non-exclusive easement over and across the Lots for the purpose of installing, operating, maintaining, inspecting, repairing and replacing the Main Sewer Lines including, without limitation, pump stations and all related pipes, conduits and facilities necessary to provide sanitary sewer to the Lots (the "*Main Sewer Line Easement*"). Other than underground sewer lines, Declarant may not construct any sewer facilities or related structures within an Owner's Lot, without the prior consent of such Owner, which consent shall not be unreasonably withheld, conditioned or delayed. In addition, the location of any Main Sewer Line Easement on a Lot shall be subject to the prior approval of the Owner of any Lot where it is located, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Main Sewer Line Costs. Declarant shall maintain the Main Sewer Lines in good and safe condition and repair and, if and when necessary in Declarant's sole and absolute discretion, replace the Main Sewer Lines (the cost of the foregoing, being collectively referred to herein as the "*Main Sewer Line Costs*"). The Declarant shall have the right to disable any portion of the Main Sewer Lines for such period of time as may be reasonably necessary to repair, replace or maintain the Main Sewer Lines; provided, however, that prior to taking any such action, Declarant shall give written notice to each Owner of its intention to do so and, to the extent reasonably possible, the parties shall coordinate such closing so as to minimize the interruption in the use and enjoyment of the Main Sewer Lines and the Lot or Lots that they serve. Notwithstanding anything to the contrary contained herein, to the extent any Owner, or any of its Permitted Users causes any damage to the Main Sewer Lines or related facilities, other than that suffered as a result of normal use, such party shall bear all costs and expenses of repairing any such damage to the Main Sewer Lines or related facilities, as applicable.

(c) Individual Sewer Lines. Any Owner shall be permitted to connect their individual sewer lateral lines servicing only the Owner's Lot (the "*Individual Sewer Laterals*") to the Main Sewer Lines, provided that the Owner shall have secured all required governmental permits and approvals for the installation and operation of the Individual Sewer Lateral, and that

there remains sufficient available capacity within the overall Campus/ PVSC sewer allocation to permit the specific sewer allocation required to service the connecting Owner's Lot. All proposed Individual Sewer Lateral connection points into the Main Sewer Lines shall be submitted to Declarant for review and approval as to both the amount of sewer allocation associated with the Individual Sewer Lateral and the lateral connection point. To the extent possible, any Individual Sewer Lateral shall be placed in or in as close proximity as possible to any Internal Roads. Owners shall be permitted to discharge only non-hazardous effluent that will be accepted by the PVSC without any additional charge or penalty, and which shall not exceed the capacity of the permitted effluent discharge into the PVSC system ("*Permitted Effluent*"). Each Owner that installs an Individual Sewer Lateral shall be responsible to comply with the design and capacity allocation limits set by Declarant, City or Township, and NJDEP. The Owner shall be responsible, at the Owner's sole cost and expense, for the installation (including but not limited to all hook-up and/or connection charges), maintenance, operation and repair of the Individual Sewer Lateral that it installs, including, without limitation, the restoration of any pavement or landscaping, to the condition existing prior to any work undertaken on behalf of such Owner. In no event shall the Declarant or Association have an obligation to maintain, repair, relocate or operate any Individual Sewer Lateral, except as provided for in Declarant's Reserved Easement in Section 12 below. At such time as an Owner connects an Individual Sewer Lateral from its Lot into the Main Sewer Line, such Owner shall install or cause to be installed, meters measuring the sewer usage by such Owner at such connection points, which meters shall be acceptable to Declarant and the PVSC. All Owner sewer usage charges shall be paid directly by the Owner to the PVSC.

(d) Common Facilities Sewer Lines. Declarant shall keep the sewer lines servicing the Common Facilities ("*Common Facilities Sewer Lines*") in good and safe condition and repair, in compliance with all Legal Requirements, and, if and when necessary in Declarant's sole and absolute discretion, replace such Common Facilities Sewer Lines. Notwithstanding anything to the contrary contained herein to the extent any Owner or any of its Permitted Users causes any damage to the Common Facilities Sewer Lines, other than that suffered as a result of normal use, such party shall bear all costs and expenses of repairing any such damage. Declarant shall have the right to disable any portion of the Common Facilities Sewer Lines for such period of time as may be reasonably necessary to repair, relocate or maintain the Common Facilities Sewer Lines; provided, however, that prior to taking any such action, Declarant shall give written notice to each Owner of its intention to do so and, to the extent reasonably possible, the parties shall coordinate such closing so as to minimize the interruption in the use and enjoyment of the Common Facilities Sewer Lines.

(e) Common Facilities Sewer Costs. All costs and expenses incurred by Declarant in fulfilling its obligations pursuant to Section 8(a), Section 8(b) and Section 8(d) are Common Facilities Costs, and shall be assessed and paid in accordance with Sections 16(a) and 17 below.

(f) Environmental Declaration. Notwithstanding anything to the contrary herein, the use of all Main Sewer Lines, Individual Sewer Lines and Common Facilities Sewer Lines shall be subject to the requirements and limitations as set forth in the Environmental Declaration. In the event of any conflict between the terms of this Declaration and the

Environmental Declaration, the terms and requirements of the Environmental Declaration shall control.

Section 9. Stormwater Drainage.

(a) Stormwater Management Facilities Easement. Declarant is constructing a regional stormwater system, including certain stormwater basins, for the management of stormwater associated with the development of the Campus, (the "*Common Stormwater Basins*") and related stormwater management facilities, which may include surface and subsurface conduits and appurtenances, which convey stormwater through either (1) a drainage system commonly known as the Valley Drain; or (2) an underground stormwater piping drainage system that at present flows through certain existing environmental services facilities and is then discharged to a municipal sewer conveying waste to the PVSC (or in times of heavy flow) directly to St. Paul's Brook pursuant to a NJPDES permit, (collectively, the "*Common Stormwater Management Facilities*"). Declarant hereby reserves and to the extent any Common Stormwater Management Facilities are located on a Lot, each Owner grants to Declarant or the Association hereby, a perpetual, non-exclusive easement over and across the Campus and all individual Lots for the purpose of installing, operating, maintaining, inspecting, repairing and replacing underground stormwater lines carrying stormwater from the Lots to the Common Stormwater Management Facilities (the "*Common Stormwater Management Easement*"). The Declarant, in its reasonable discretion, shall determine the manner of the use of the Common Stormwater Management Facilities. Other than underground drainage lines and/or underground stormwater basins (collectively, "*Permitted Underground Basins*") (and except as may otherwise be permitted pursuant to the Environmental Declaration), Declarant may not construct any common stormwater basins or other facilities or related structures within an Owner's Lot, without the prior consent of such Owner, which consent shall not be unreasonably withheld, conditioned or delayed. In addition, the location of any Common Stormwater Management Easement on a Lot shall be subject to the prior approval of the Owner of any Lot where it is located, which approval shall not be unreasonably withheld, conditioned or delayed. With respect to any Permitted Underground Basin, if, at any time, an Owner or Designated Occupant whose Lot is affected by the location of a Permitted Underground Basin installed by Declarant reasonably determines that such Permitted Underground Basin is materially interfering with its ability to further develop its Lot (which will be evidenced by a site plan approval for such future development), then the affected Owner or Designated Occupant may request, and the Declarant shall, at its cost and expense, relocate or redesign the Permitted Underground Basin in question in a manner that eliminates such material interference with the further development of the Lot in question as contemplated on the approved site plan for such Lot.

(b) Common Stormwater Management Facilities. Declarant shall (i) maintain the Common Stormwater Management Facilities in good and safe condition and repair and, if and when necessary in Declarant's sole and absolute discretion, replace the Common Stormwater Management Facilities, and (ii) comply with all Legal Requirements pertaining to the maintenance or condition of the Common Stormwater Management Facilities. Nothing contained in this Declaration shall require Declarant to maintain the Common Stormwater

Management Facilities in a condition that exceeds the condition existing as of the date hereof unless required by Legal Requirements. Notwithstanding anything to the contrary contained herein, to the extent any Owner, or any of its Permitted Users causes any damage to the Common Stormwater Management Facilities, other than that suffered as a result of normal use, such party shall bear all costs and expenses of repairing any such damage to the Common Stormwater Management Facilities.

(c) Individual Lot Stormwater Management Facilities. Each Owner shall construct those stormwater management facilities solely serving its Lot up to the point of connection into the Common Stormwater Management Facilities (the "*Individual Stormwater Management Facilities*"). The design of all Individual Stormwater Management Facilities shall be submitted to Declarant for review and approval as to the design and function of the proposed facility, which approval shall not be unreasonably withheld, conditioned or delayed. Each Owner that installs Individual Stormwater Management Facilities shall (A) be responsible, at its sole cost and expense, for the installation, permitting, maintenance, operation and repair of the Individual Stormwater Management Facilities that it installs, including, without limitation, the restoration of any pavement or landscaping, to the condition existing prior to any work undertaken on behalf of such Owner, and (B) comply with all of the terms and provisions of Declarant, City or Township, and NJDEP regarding the installation and operation of the Individual Stormwater Management Facilities and the connection of the Individual Stormwater Management Facilities into the Common Stormwater Management Facilities. In no event shall Declarant have an obligation to maintain, repair, relocate or operate the Individual Stormwater Management Facilities, except as provided for in Declarant's Reserved Easement in Section 12 below.

(d) Rights Reserved to Each Owner. Each Owner shall have the right to use, occupy and enjoy the surface and air space over the Common Stormwater Management Easement encumbering its Lot for any lawful purpose which does not interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of the Common Stormwater Management Easement, except that such Owner shall not construct, place or permit any buildings or other like structures in, under, through, upon, over or across the Common Stormwater Management Easement, nor cause or permit any adverse change in the grade of the area of its Lot encumbered by the Common Stormwater Management Easement without first obtaining the written consent of Declarant and all Owners benefitted by such portion of the Common Stormwater Management Easement, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) Common Stormwater Management Costs. Costs and expenses incurred by Declarant in fulfilling its obligations pursuant to this Section 9 are deemed to be Common Facilities Costs, and shall be assessed and paid by the Owners in accordance with Sections 16(a) and 17 below.

(f) Environmental Declaration. Notwithstanding anything to the contrary herein, the use of all Common Stormwater Management Facilities and Individual Stormwater Management Facilities shall be subject to the requirements and limitations as set forth in the Environmental Declaration. In the event of any conflict between the terms of this Declaration

and the Environmental Declaration, the terms and requirements of the Environmental Declaration shall control.

Section 10. Signage.

(a) Shared Signage. Declarant may install such freestanding, identification and directional signage on the Campus (collectively, the "*Shared Signage*") in accordance with a signage plan to be prepared by Declarant, which Shared Signage shall comply with the Campus Master Redevelopment Plan and the Campus Signage Plan (as defined below), as same may be amended from time to time. Declarant may allocate portions of the Shared Signage to individual Lot Owner(s) pursuant to the terms of separate agreements entered into between Declarant and each Owner, said allocation of signage to be in Declarant's sole and absolute discretion, subject to the terms and conditions of that certain Signage Easement Agreement by and between Declarant and Kingsland attached hereto as Exhibit K (the "*Kingsland Signage Easement*").

(b) Shared Signage Costs. The Declarant shall keep the Shared Signage in good and safe condition and repair, in compliance with all Legal Requirements pertaining to the maintenance or condition of the Shared Signage, and, if and when necessary, replace such Shared Signage (any and all installation costs, operating costs (including, but not limited to, any utility costs for lighting or motion if permitted) relocation costs, replacement costs and maintenance costs incurred in connection with the foregoing being collectively referred to herein as the "*Shared Signage Costs*"). All costs and expenses incurred by Declarant in fulfilling its obligations pursuant to this Section 10 are Common Facilities Costs, and shall be assessed and paid by the Owners in accordance with Sections 16(a) and 17 below, except that the Shared Signage Costs with respect to signs that have space allocated to individual Owners shall be allocated only among the Owners who have the right to have a panel on such signs, and then in such proportion as such Owner's sign relates to the total surface area of all sign panels on such sign.

(c) Damage to Shared Signage. Notwithstanding anything to the contrary contained herein (i) to the extent any Owner, or any of its Permitted Users causes any damage to the Shared Signage other than that suffered as a result of normal use, such party shall bear all costs and expenses of repairing any such damage, and (ii) at Declarant's sole discretion, the Declarant may bill the Shared Signage Costs to the Owners on a quarterly basis based on the amount of the Shared Signage Costs from the prior calendar year, with a reconciliation occurring as soon as possible after the calendar year in question.

(d) Maintenance. Declarant shall have the right to disable any portion of the Shared Signage for such period of time as may be reasonably necessary to repair, maintain or replace the Shared Signage. If an identification or directional sign only services one Lot, then (i) the design, size and location of such signage shall be approved by Declarant so that it is consistent with the Shared Signage, (ii) the Owner which benefits from such signage shall maintain such signage in a manner consistent with a First Class Mixed Use Development, and (iii) the Owner which benefits from such signage shall pay for all costs and expenses of installing, maintaining, repairing and replacing such signage.

(e) Declarant's Sign Plan and Approval. The Declarant shall prepare a sign plan and permitted sign regulations consistent with the rights granted to Kingsland pursuant to this Declaration, the MEF Lease and the Kingsland Signage Easement that will be incorporated into the overall Campus Master Redevelopment Plan, subject to review and approval by the City and the Township (the "*Campus Signage Plan*"). All signs within the Campus shall be governed by the sign standards set forth in the Campus Signage Plan. The Declarant and Association may modify the Campus Signage Plan to provide additional sign opportunities and modified sign standards for individual Lot Owners and the MEF Parcel. In the event individual sign plans for Lot Owners or the MEF Parcel are approved, the Campus Signage Plan shall be amended to conform to the approved plans. In no event shall any Owner install or erect, or permit any tenant or occupant of its Lot to install or erect, any signage that fails to conform with the Campus Master Redevelopment Plan and/or the Campus Signage Plan, without Declarant's prior approval, which approval shall not be unreasonably withheld.

(f) Kingsland Signage Easement. Notwithstanding anything to the contrary set forth in this Section 10, the provisions of this Section 10, as they apply to Kingsland, shall be subject to the terms and conditions of the Kingsland Signage Easement.

Section 11. . Additional Common Facilities.

(a) Additional Common Facilities Easement. Declarant may construct such common facilities, including by way of example only, park space, walking trails, outdoor dining and entertainment venues, and recreational facilities, on the Common Lot(s) or on any individual Lot, all in accordance with the Campus Master Redevelopment Plan and the Vision Plan, as same may be amended from time to time, in a manner consistent with a First Class, Mixed Use Development (the "*Additional Common Facilities*"). Declarant hereby reserves, and to the extent any Additional Common Facilities are located on a Lot, each Owner hereby grants to the other Owners and their respective Permitted Users, a perpetual, non-exclusive easement over and across the Campus and all individual Lots for the purpose of installing, operating, maintaining, inspecting, repairing and replacing any and all Additional Common Facilities. Notwithstanding the foregoing, any Additional Common Facilities that primarily benefit only a portion of the Campus shall be designated by the Declarant as Limited Common Facilities for such portion of the Campus.

(b) Additional Common Facilities Maintenance. Declarant shall maintain the Additional Common Facilities in good and safe condition and repair consistent with the common areas of a First Class, Mixed Use Development. Notwithstanding anything to the contrary contained herein (i) to the extent any Owner, or any of its Permitted Users causes any damage to the Additional Common Facilities other than that suffered as a result of normal use, such party shall bear all costs and expenses of repairing any such damage, and (2) at Declarant's sole discretion, Declarant may bill the Additional Common Facilities Costs to the Owners on a quarterly or monthly basis based on the amount of the Additional Common Facilities Costs from the prior calendar year, with a reconciliation occurring as soon as possible after the calendar year in question. Declarant shall have the right to restrict access to or use of any of the Additional Common Facilities for such period of time as may be reasonably necessary to repair and maintain the Additional Common Facilities; provided, however, that prior to taking any such action, Declarant shall give written notice to each Owner of its intention to do so and, to the

extent reasonably possible, the parties shall coordinate such closing so as to minimize the interruption in the use and enjoyment of the Additional Common Facilities.

(c) Additional Common Facilities Costs. All costs and expenses incurred by Declarant in fulfilling its obligations pursuant to this Section 11 are Common Facilities Costs, and shall be assessed and paid by the Owners in accordance with Section 16 and 17 below.

Section 12. Declarant Reserved Maintenance Easement

(a) Declarant hereby reserves a perpetual, non-exclusive easement over and across the Campus and all individual Lots for the purpose of maintaining, repairing, replacing, relocating or constructing any Owner improvements that connect into any Common Facilities, so as to allow Declarant to address or correct either: (i) an emergency condition that adversely affects any CUP Utility system or Common Road or Limited Common Road performance, so as to allow the affected system or road to operate in a safe condition and in good repair, (ii) conditions that arise on an Owner Lot that violate any Legal Requirements, or (iii) arising from failure of a Lot Owner to maintain any Owner improvements in compliance with the standards set forth in Section 14(a), all Legal Requirements, and in compliance with the terms and covenants of this Declaration.

(b) Declarant's exercise of its rights under this Reserved Maintenance Easement shall comply with the Default notice requirements in Section 18, except for emergency conditions which shall not require any notice. All costs incurred by Declarant in the exercise of its rights pursuant to this Section 12, including legal fees, shall be the sole responsibility of the affected Lot Owner, who shall reimburse Declarant within thirty (30) days of invoicing by the Declarant, and in the event an Owner fails to render payment, Declarant shall have all recourse for collection in accordance with Section 18 below.

Section 13. Common Facilities Insurance.

(a) The Declarant, and after the Association Transfer Date, the Association shall maintain, or cause to be maintained via the Declarant's master or "blanket" insurance program (i) "All-Risk" property insurance, including coverage for water damage, in an amount equal to full replacement cost on a replacement cost basis (exclusive of the costs of excavation, foundation and footings) of the Common Facilities (whether completed or while under construction), insuring against loss or damage from causes or events customarily included in an All-Risk property policy, (ii) commercial general liability insurance insuring against losses on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the exercise of the rights granted to Declarant, in amounts and the type of coverage which is consistent with the insurance carried by Associations of other First Class Mixed Used Developments and (iii) during construction, alteration or repair, workers' compensation insurance covering all persons employed in connection with such work and with respect to whom death or bodily injury claims could be asserted against the Association. The commercial general liability insurance required under this Section 13 shall name the other Owners and the Designated Occupants as additional insureds. Upon the request of any Owner, the Association shall furnish such Owner with evidence that the insurance required by this Section 13 is in full force and effect.

(b) Common Facilities Insurance Costs. All costs and expenses incurred by Declarant in fulfilling its obligations pursuant to Section 13 are Common Facilities Costs, and shall be assessed and paid by the Owners in accordance with Section 16(a) and 17 below.

Section 14. Maintenance of Buildings

(a) Maintenance of Buildings. Each Owner shall maintain its Building or Buildings, and any other improvements on its Lot which relate to said Lot, in conformance with a First Class Mixed Use Development. In particular, each Owner shall maintain the exterior of its Building or Buildings and other improvements on its Lot, in substantial compliance with the Campus Master Redevelopment Plan, any Campus architectural design standards, as the same may be promulgated by the Declarant from time to time (the "*Campus Architectural Design Standards*"), and the approved site plan for the Owner's Lot, provided that no Owner shall be obligated to change the design of any existing Building, improvement or landscaping to comply with changes to Campus Architectural Design Standards. Notwithstanding the foregoing, in the event that any Owner or Designated Occupant, as the case may be, undertakes any exterior modifications, additions, alterations or other exterior changes to any existing Building, improvements and/or landscaping (collectively, "*Exterior Changes*"), then all such Exterior Changes shall be subject to and shall comply with the then current Campus Architectural Design Standards. No Owner shall make a material change to either the (i) landscaping design shown on the approved site plans for its Lot, or (ii) any exterior facade of any Building, which, in either case, is inconsistent with what is typical for other First Class Mixed Use Development or the Campus Architectural Design Standards.

(b) Real Estate Taxes. Each Owner shall timely pay all real estate taxes and assessments levied against its Lot, or insure that same are paid by others acting for them. Any Real Estate Taxes that may be assessed against any Common Lot or Common Facility shall be Common Facilities Costs, and shall be assessed and paid by the Owners in accordance with Section 16(a) and 17 below.

(c) Damage, Destruction and Condemnation. In the event of destruction or damage by fire or other casualty to any Building or improvements erected on the Campus, the Owner of such Building or improvements (or Declarant, and after the Association Transfer Date, the Association in the case of damage or destruction to the Common Facilities) shall, at its sole cost and expense (except with respect to Declarant's cost of repair or replacement of any Common Facilities, which shall be equally apportioned amongst the other Owners), within six (6) months of the date of such fire or casualty, have either (i) started to rebuild or repair the same to at least substantially the same size, condition and level of quality and finish as existed immediately prior to such fire or casualty (and diligently pursued completion of same within two (2) years of such fire or casualty), or (ii) demolished the Building (or the portion of the Building) or improvements destroyed or damaged and planted the affected area with grass seed or other appropriate ground cover, as determined by Declarant in its reasonable discretion. In the event of condemnation of all or any portion of any Building or improvements on any of the Lots, the Owner of such Building or improvements so condemned (or Declarant or Association in the case of Common Facilities) shall, at its sole cost and expense (except with respect to the cost of the repair or replacement of any Common Facilities, which shall be apportioned amongst the other Owners), within six (6) months of the Notice of Taking have either: (1) started to restore the

remainder of the Building or improvements on its Lot and within two (2) years after the property is taken have either restored the remainder of the Building or improvements not taken to as near the condition as existed prior to such condemnation as reasonably possible, or (2) demolished the Building or improvements and planted the affected area with grass seed or other appropriate ground cover, as determined by Declarant in its reasonable discretion. In the event of any default by an Owner of the provisions of this Section 14(c), if any mortgagee of such Owner does not cure the default within a reasonable time, Declarant or Association, as the case may be, shall have the right, but not the obligation, to cure such default in accordance with the provisions of Section 18 hereof.

Section 15. Restrictive Covenants.

(a) Permitted Uses and Structures. An Owner shall only allow those uses of its Lot that are expressly permitted under the Campus Master Redevelopment Plan, as the same may be amended from time to time as provided in this Declaration, any applicable local zoning standards, and that are consistent with a First Class Mixed Use Development. All Buildings and structures within the Campus shall comply with the bulk design standards allowed under the Campus Master Redevelopment Plan, as the same may be amended from time to time as provided in this Declaration, and the Campus Architectural Design Standards to be promulgated by the Declarant from time to time. An Owner, other than Declarant, shall not apply for any zoning variance or other relief, or otherwise permit any use that deviates from the Campus Master Redevelopment Plan, as the same may be amended from time to time as provided in this Declaration, and any applicable local zoning standards, unless the Owner has secured Declarant's express written consent thereto, which may be withheld by Declarant in its sole and absolute discretion.

(b) Restrictive Use Covenants. Notwithstanding any provision of this Declaration to the contrary, in no event shall Declarant or any Owner use (or permit the use of) all or any portion of its Lot: (i) in violation of any Legal Requirements; (ii) for any of the specific uses itemized on Exhibit L attached hereto in the locations where said uses are prohibited as illustrated on the diagram included as part of Exhibit L attached hereto (the "*Specific Prohibited Uses*") and (iii) for any use that is inconsistent with the maintaining of a First Class Mixed Use Development, as determined by Declarant in the exercise of its reasonable business judgment.

(c) General Prohibited Uses. Owners shall not use or permit the use of their Lot in any manner or for any purpose or do, bring or keep anything, or permit anything to be done, brought or kept on the Lot or in the Campus that (i) violates any Legal Requirement or Insurance Requirement, (ii) exceeds the capacity from the CUP Services Provider that is allocated to such Lot pursuant to a separate agreement for the provision of CUP Utilities between the Owner of such Lot and the CUP Services Provider, (iii) in the reasonable judgment of Declarant, exceeds the capacity of any Common Facility allocated to such Lot by separate agreement, (iv) in the reasonable judgment of Declarant, may interfere with the use or occupancy of any area outside of the Owner's Lot, (v) in the reasonable judgment of Declarant, may cause, maintain or permit any material nuisance in, on or about the Campus, or (vi) would cause the Building or the Campus to be of a quality that is inconsistent with the Campus Architectural Design Standards to be promulgated by Declarant from time to time.

Section 16. Administration of Property Owner Association; Adoption of Budget.

(a) Costs. In any Section of this Declaration that provides that an Owner is obligated to pay its share of Common Facilities Costs, such Common Facilities Costs shall be assessed and paid by the Owner as provided below and provided that such Common Facilities Costs fall within the categories and any applicable subcategories set forth on Exhibit E in accordance with Section 1(k) above, pursuant to a budget adopted pursuant to this Section 16 (the "*Annual Assessment*"). Beginning in the calendar year after the date any Owner obtains an initial Certificate of Occupancy with respect to its Lot or Lots subsequent to the date of this Declaration (an "*Initial C.O.*"), Declarant shall endeavor to deliver to each Owner, by no later than March 31st of each year, a reasonably detailed statement of all Common Facilities Costs incurred by Declarant during the preceding calendar year (the "*Annual Assessment Statement*"). Except as may be otherwise expressly provided elsewhere in this Declaration, each Owner shall pay to Declarant the Annual Assessment in an amount as follows: all Common Facilities Costs (which shall include, for purposes of this Section 16, the costs to maintain, repair and replace the MEF Courtyard) multiplied by a fraction, the numerator of which is the number of parking stalls on the Lot in question, and any other parking reserved or provided to an Owner that is located elsewhere in the Campus other than on such Owner's Lot, and the denominator of which is the total parking in all portions of the Campus (including the Lot in question and any Common Parking Areas) that received an Initial C.O. during or prior to the applicable calendar year (which number of parking spaces in the denominator shall only be reduced in the event that a Building having received an Initial C.O. to which said parking spaces have been assigned is subsequently demolished). Notwithstanding the provisions of the preceding sentence, the MEF Parcel Owner's share of the Annual Assessment in any given calendar year shall not exceed an amount equal to the total Annual Assessments for the Campus in the calendar year in question multiplied by a fraction, the numerator of which is the number of parking stalls on the MEF Parcel and any other parking reserved or provided to the Owner and/or Designated Occupant of the MEF Parcel that is located elsewhere in the Campus other than on the MEF Parcel, and the denominator of which is the total parking in all portions of the Campus (including the MEF Parcel and any Common Parking Areas) that received an Initial C.O. during or prior to the calendar year in question, which denominator shall in no event be less than Six Thousand (6,000) for purposes of calculating the cap on the Annual Assessments payable by the Owner of the MEF Parcel pursuant to this sentence. If an Initial C.O. for any of the Lots was not issued on the first day of the calendar year in question, then the share of the Annual Assessment to be paid by the Owner of such Lot shall be apportioned based on the portion of the calendar year in question during which the Initial C.O. was issued for such Lot(s). Within thirty (30) days, or as soon as reasonably possible, of a request by any Owner (provided that each Owner shall not make such a request more than one (1) time per calendar year), Declarant shall deliver copies of all invoices for the costs set forth in the Common Facilities Costs, provided that such request for such invoices shall not toll the time period for Owners to pay the amount due hereunder. Notwithstanding anything to the contrary contained herein, in Declarant's sole discretion, Declarant may bill the Annual Assessment to the Owners on a quarterly or monthly basis based on the amount of the Annual Assessment from the prior calendar year, with a reconciliation occurring as soon as possible after the calendar year in question. In the last quarter of each calendar year, Declarant shall deliver to each Owner a preliminary budget for the upcoming calendar year. Each Owner shall have the right to submit comments to Declarant with respect to the preliminary budget. Declarant shall review and consider all comments submitted by any

Owner with respect to the preliminary budget. Notwithstanding the foregoing, Declarant shall not be required to incorporate any comments submitted by any Owner with respect to the preliminary budget into the final budget for such upcoming calendar year. Declarant shall solicit a minimum of three (3) bids for any work or services to be performed with respect to the Common Facilities that is estimated to cost in excess of Twenty-Five Thousand and 00//100 Dollars (\$25,000.00). Upon a review of all bids, Declarant shall select the lowest qualified bid as reasonably determined by Declarant, which may be a bid submitted by an Affiliate of Declarant, provided that Declarant has reasonably determined that the bid submitted by such Affiliate is the lowest qualified bid. An Owner who is obligated to pay Common Facilities Costs hereunder shall not be able to terminate such obligation by failing to maintain a Certificate of Occupancy for the improvements on its Lot.

(b) Reserves. The Owners agree that Declarant or the Association may include in the Annual Assessment reserves which are commercially reasonable and are consistent with the reserves maintained by associations formed to operate and manage other First Class Mixed-Use Developments.

(c) Benefited Owners. If the Declarant or the Association determines in its reasonable discretion that any Common Facilities Cost benefits some, but not all of the Owners, then Declarant or the Association shall charge the assessment for such cost to only the Owner(s) benefited thereby. Such assessment shall be assessed to each benefited Owner in a manner reasonably determined by Declarant or the Association. Such assessment shall be due and payable thirty (30) days after notice of such assessment is mailed to each benefited Owner.

(d) Meetings and Voting. Each of the Lots in the Campus shall be allocated voting rights in the Association as provided in this Section 16(d). The Owner of a Lot which is allocated voting rights pursuant to this Declaration (a "*Voting Member*") shall be entitled to cast the number of votes that is equal to: (i) the gross land area in square feet of such Voting Member's Lot; plus (ii) the gross floor area in square feet of all Buildings (including parking structures) located on such Voting Member's Lot that have received a Certificate of Occupancy; provided, that, until the Association Transfer Date pursuant to Section 2(d) of this Declaration, in addition to the votes allocated to the Lots owned by Declarant, the Declarant shall also have at large votes equal to one hundred percent (100%) of the votes allocated to each of the Lots that is not owned by the Declarant or an Affiliate of Declarant. If, at any time, a Voting Member subdivides its Lot, such Voting Member and all other owners of the subdivided lot(s) which comprise the Lot (the "*Subdivided Lot Owners*") shall be entitled to the number of votes allocated to the Lot, and the Voting Member and the Subdivided Lot Owners shall designate one (1) person per vote to represent all of the subdivided lots which comprise the Lot which is subdivided. The presence of at least two (2) Members at the time of any meeting by the Association shall constitute a quorum for the transaction of business, unless a greater quorum is otherwise required by this Declaration or the By-Laws and, as long as Declarant or any Affiliate of Declarant owns any Lot (excluding any Common Lot) in the Campus, one (1) of the aforementioned Members must be a representative of Declarant. The initial meeting of the Members shall be called by the Association by notice to all Owners on or before the date which is ninety (90) days after the Association is formed. At such meeting the Members shall adopt By-Laws that are not inconsistent with New Jersey law or this Declaration. In the event that any

Lot has a Designated Occupant, then the Designated Occupant shall have the right to exercise the votes relating to such Lot, in lieu of the Owner thereof.

(e) Amendments. Declarant shall have the right to make any amendments to this Declaration as Declarant determines in its sole and absolute discretion. After the Association Transfer Date, the Association shall have the right to amend this Declaration as it determines in accordance with the terms of the By-Laws. Notwithstanding the foregoing, neither Declarant nor the Association shall be permitted to make any amendments to this Declaration that change or violate the restrictive use covenants set forth in Section 15(b) and Exhibit L of this Declaration without the approval of all Owners, or that materially adversely affects the use of any Lot and/or any previously existing benefit appurtenant to any Lot without the approval of the affected Owner.

(f) Books and Records. The Association shall maintain separate books of account which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all Annual Assessments and other assessments collected in accordance with generally accepted accounting principles. Any Owner shall have the right, at any reasonable time and with reasonable prior notice but not less than 72 hours, to have access to and inspect and copy the contents of such books and records at a place to be designated by Declarant or the Association; provided, however, that such Owner shall bear all costs relating to such inspection and copying.

(g) Audit Rights. For ninety (90) days following Declarant's delivery to Owners of the Annual Assessment Statement or any Special Assessment statement, each Owner will have the right, during normal business hours and upon no less than five (5) days prior written notice to Declarant, to examine Declarant's books and records for the purpose of confirming that the Annual Assessment Statement or Special Assessment statement has been prepared in compliance with the terms and conditions of this Declaration. Each Owner will be deemed to have accepted the Annual Assessment Statement or Special Assessment statement unless, within thirty (30) days after an Owner's examination of Declarant's books and records, such Owner delivers an objection notice to Declarant specifying in detail why such Owner believes the Annual Assessment Statement or Special Assessment statement is not in compliance with the terms and conditions of this Declaration. Notwithstanding anything to the contrary contained in this Section 16(g), an Owner will not be permitted to examine Declarant's books and records or to dispute any Annual Assessment Statement or Special Assessment statement unless (i) such Owner has paid to Declarant all amounts currently due as shown on such Annual Assessment Statement or Special Assessment statement, and (ii) such Owner has signed a confidentiality agreement reasonably acceptable to both Declarant and such Owner. Owner shall not engage the services of any legal counsel or other professional consultant who charges for its services on a so-called contingency fee basis for the purpose of reviewing Declarant's books and records. If (i) such audit discloses any overcharge to Owner, (ii) Declarant disputes such findings, (iii) any such dispute is not settled by Declarant and Owner within thirty (30) days after the dispute arises, or such longer period to which they may mutually agree, and (iv) the amount in dispute with respect to such disputing Owner's Lot equals or exceeds \$50,000.00 (the "*Materiality Threshold*"), then such dispute may, at the option of either party, be submitted to arbitration in accordance with Section 16(h) below. If Owner's audit discloses any overcharge to Owner and Declarant agrees with such findings, or, in the event of a dispute, the arbitrator rules

in favor of Owner, then the amount overcharged to Owner shall be applied against the next accruing installment(s) of Annual Assessment payments.

(h) Arbitration. In the event that either Declarant or an Owner elects to arbitrate a dispute arising as a result of an audit performed pursuant to Section 16(g) above and the amount in dispute meets or exceeds the Materiality Threshold, such arbitration shall be conducted in Essex County, New Jersey in accordance with the Commercial Arbitration Rules (Expedited Procedures) of the American Arbitration Association (the "AAA") (or its successor then existing), except that the provisions of this Section 16(h) shall supersede any conflicting or inconsistent provisions of said rules. The party requesting arbitration shall do so by giving notice to that effect to the other party, specifying in said notice the nature of the dispute, and that said dispute shall be determined by a panel of up to three (3) arbitrators in accordance with this Section 16(h). Declarant and Owner shall each appoint their own impartial arbitrator within ten (10) days after the giving of notice by either party. If either Declarant or Owner shall fail timely to appoint an arbitrator, the appointed arbitrator shall select the second arbitrator, who shall be impartial, within five (5) days after such party's failure to appoint. The arbitrators so appointed shall meet and shall, if possible, determine such matter within five (5) days after the second arbitrator is appointed and their determination shall be binding on the parties. If for any reason such two arbitrators fail to agree on such matter within such period of five (5) days, then either Declarant or Owner may request the AAA to appoint an arbitrator who shall be impartial within seven (7) days of such request, and both parties shall be bound by any appointment so made within such seven (7) day period. Within seven (7) days after the third arbitrator has been appointed, each of the first two arbitrators shall submit their respective determinations to the third arbitrator who must select one or the other of such determinations (whichever the third arbitrator believes to be correct or closest to a correct determination) within seven (7) days after the first two arbitrators shall have submitted their respective determinations to the third arbitrator, and the selection so made shall in all cases be binding upon the parties, and judgment upon such decision may be entered into any court having jurisdiction. In the event of the failure, refusal or inability of an arbitrator to act, a successor shall be appointed within ten (10) days as hereinbefore provided. The third arbitrator shall, within thirty (30) days, schedule a hearing where the parties and their advocates shall have the right to present evidence, call witnesses and experts and cross-examine the other party's witnesses and experts. The third arbitrator shall then make a decision, which shall be binding upon both parties, within thirty (30) days of such hearing. Each party shall pay the fees and expenses of their respective arbitrator and the losing party shall pay the fees and expenses of the third arbitrator, if any, acting under this Section 16(h).

(i) Management Fee. A reasonable and customary management fee shall be payable to a professional property management company hired by Declarant, or the Association as the case may be. If such professional property management company is affiliated with any Owner, then such company shall only be permitted to charge a fee that is not greater than the fee that would be charged by an unaffiliated professional property management company.

(j) Declarant Obligations. Declarant shall be released from all obligations under this Declaration accruing from and after the Association Transfer Date.

Section 17. Assessments and Liens

(a) Creation of the Lien and Obligation for Assessments. Declarant hereby covenants, and each Owner, by acceptance of a deed or lease whether or not it shall be expressed in such deed or lease, is deemed to covenant and agree, to pay such Annual Assessments and Special Assessments (collectively "*Assessments*") as are hereinafter set forth. All Owners shall be responsible for payment of Annual Assessments, whether the Owner utilizes all the Common Facilities or only a portion of the Common Facilities. If any Assessment is not paid within thirty (30) days after same is due, then Declarant shall have the right to impose a lien, with power of sale, for the amount of such delinquent payment, together with interest and reasonable costs of collection. To impose such a lien, Declarant shall record a notice of lien upon any or all Lots owned by the defaulting Owner.

(b) Collection and Disbursement. All Assessments shall be levied by Declarant against the Owner's Lot, and collected by Declarant and utilized in accordance with the provisions of this Declaration. Declarant shall fix the amount of the Assessments as provided herein and set the date or dates such Assessments shall become due.

(c) Annual Assessments. Declarant shall have the right to periodically adjust the estimate of the anticipated Common Facilities Costs and a corresponding adjustment to each Owner's Annual Assessment. Annual Assessments shall be payable by each Owner in advance to Declarant in equal quarterly installments based on the estimated budget adopted by Declarant or the Association as revised from time to time. In case of an overpayment, Declarant shall credit the account of the Owner for such overpayment, and in the case of an underpayment, the Owner shall pay the amount of the deficiency to Declarant within thirty (30) days after receipt of the invoice therefor.

(d) Special Assessments. If Declarant, in accordance with this Declaration, incurs any expenses which have not been included in the annual budget of Common Facilities Costs and the Annual Assessment, each Owner shall pay its proportionate share of such amount (a "*Special Assessment*") calculated in accordance with Section 16(a). Each Owner shall pay the Special Assessment to Declarant within thirty (30) days of the receipt of an invoice therefor. Notwithstanding the foregoing, if any expense is incurred by Declarant due to the negligence, gross negligence, willful misconduct or default of an Owner, Declarant may invoice such Owner directly to reimburse Declarant for the expenses it incurred, which invoice shall be payable within thirty (30) days of Owner's receipt thereof.

(e) Liability for Non-Payment. If any Assessment is not paid within thirty (30) days after it is due, the Assessment shall bear interest at the lesser of: (i) three percent (3%) above the prime rate (defined as the prime commercial lending rate publicly announced from time to time by Citibank N.A. or its successor bank), or (ii) the highest rate permitted by applicable Legal Requirements from the date of delinquency. In addition, in the case of such delinquency, Declarant may declare the entire balance of any Assessment payable in installments to be due and payable in full, and Declarant may bring legal action against such delinquent Owner or may enforce or foreclose any lien established pursuant to Section 17(a) above against the Owner's Lot, for the delinquent Assessment amount, plus interest, plus the reasonable costs of enforcement of the lien (including, but not limited to, reasonable attorney's fees, expenses and

costs). Declarant may purchase the Owner's Lot at the foreclosure sale. In the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorney's fees, together with the costs of the action. Declarant may record from time to time a certificate of delinquent Assessments in the applicable county clerk's office. Within twenty (20) days after written request of the Owner or contract purchaser or a lender holding a mortgage on the Building against which such Assessment was made, Declarant shall, at the requester's expense, execute and deliver a discharge in recordable form when and if such delinquent Assessment shall have been paid in full. Declarant shall have the right to allocate among all of the Owners within the Campus the obligation for payment of delinquent Annual Assessments (except for Assessments relating to Lots owned by Declarant or any of its Affiliates) that remain unpaid for ninety (90) days after the due date thereof, with such allocation to be made pro rata in accordance with the proportion by which each such Owner's obligation to pay Assessments bears to the total obligation of all such Owners (other than delinquent Owners) to pay such Assessments. Such allocation shall not in any event relieve the delinquent Owner of its obligation to make such payment. If Declarant shall thereafter recover such delinquent Assessment from the delinquent Owner; then Declarant shall reimburse each nondelinquent Owner for the pro rata share that it paid, or each non-delinquent Owner's account shall be credited with the amount of such reimbursement.

Section 18. Defaults and Remedies.

(a) Events of Default. Each of the following shall be an "Event of Default" by an Owner: (a) failure of an Owner to pay, within thirty (30) days of a proper billing thereof, any amount due by said Owner pursuant to the terms of this Declaration, including but not limited to Assessments (a "*Monetary Default*"); (b) failure or refusal of any Owner, for a period of thirty (30) days after written notice from Declarant or the Association, to perform any of the other covenants or obligations under this Declaration; or (c) an Owner, or its tenant, occupant or invitee maintaining or allowing, upon verbal notice, an emergency condition that adversely affects any Common Facility, CUP Utility or Common Road use by third parties, so as to allow the affected system or road to operate in an unsafe condition, or which violates the covenants or obligations under this Declaration, or which unduly impairs the operation or maintenance of any Common Facility, CUP Utility or Common Road. An Owner that commits a default described in the immediately preceding sentence is hereafter referred to as a "*Defaulting Member*".

(b) Remedies and Liens. Upon the occurrence of a Monetary Default, Declarant shall have available all of the remedies as set forth in Section 17(e) above that are applicable with respect to Assessments. In the event of an Event of Default other than a Monetary Default, Declarant shall have the right, but not the obligation, to cure such default, if such default is capable of being cured. For purposes of curing any other such default Declarant shall have the right to have access to the Lot of the Defaulting Owner and shall have the right to reimbursement from the Defaulting Owner for all sums reasonably incurred in curing such default. Such reimbursable amounts shall be assessed against the Defaulting Owner by Declarant by a written notice to the Defaulting Owner and failure of the Defaulting Owner to pay such assessment within thirty (30) days of such notice from Declarant shall be a Monetary Default.

(c) Subordination of Liens. Any lien for Assessments or other charges pursuant to this Declaration shall be subject and subordinate to the lien of any first mortgage covering the Lots or any portion thereof, whether recorded prior to or subsequent to the recording of any notice of lien, and any purchaser at any foreclosure or trustee's sale (as well as any grantee of a deed in lieu of a foreclosure or trustee's sale) under any such first mortgage shall take title free from any such existing lien; provided, however, that such subordination shall apply only to liens and charges which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. This subordination shall be automatic and self-executing; however, from time to time, within ten (10) days after request, Declarant and/or the Association shall execute and deliver an instrument, which shall be in form reasonably acceptable to a mortgagee, confirming that the lien is subordinate to any such mortgage. Any such sale or transfer shall not relieve any subsequent Owner from prospective liability and the Lot shall otherwise be subject to the provisions of this Declaration.

(d) Additional Remedies. In the event of a default, or an attempted or threatened default, by any Owner of any of the terms, covenants and conditions hereof, the Declarant shall be entitled to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach. All costs and expenses, together with interest thereon and costs of enforcement, including reasonable attorney's fees, shall be assessed against the Defaulting Owner and shall, in the manner set forth in Section 18(b) and 17(e) above constitute a lien against the Lot of the Defaulting Owner.

(e) No Limitation on Remedies. The rights and remedies of Declarant specified herein shall not be the sole right or remedy of Declarant, and Declarant shall have every other right or remedy permitted at law or in equity.

(f) Default by Declarant.

(i) In the event Declarant or Association fails to perform any obligation imposed upon it pursuant to this Declaration, the direct result of which is to prevent access to and/or materially interfere with the use of an Owner's Lot, the affected Owner shall provide Declarant or the Association with immediate notice telephonically and via electronic mail or facsimile transmission of such lack of access and/or interference with the use of its Lot. If such lack of access and/or interference with use persists for three (3) consecutive business days (an "*Emergency Default*"), then upon the occurrence of an Emergency Default, the affected Owner shall have the right, but not the obligation, to perform such obligation on behalf of Declarant or the Association to cure the Emergency Default.

(ii) In the event Declarant or the Association fails to perform any obligation imposed upon it pursuant to this Declaration, the direct result of which is to substantially impair the use and enjoyment of an Owner's Lot or substantially decrease the benefits provided to such Owner by this Declaration, but which failure does not prevent access to and/or materially interfere with the use of such affected Owner's Lot (a "*Non-Emergency Default*"), then the affected Owner may send Declarant or the Association a notice of such Non-Emergency Default (a "*Non-Emergency Default Notice*"). If, within thirty (30) days after receipt by Declarant or the Association of a Non-Emergency Default Notice, Declarant or the

Association has failed to cure the Non-Emergency Default, the affected Owner shall have the right to send to Declarant or the Association a second Non-Emergency Default Notice stating in bold and capitalized letters that "THE DECLARANT/ASSOCIATION HAS FAILED TO CURE A NON-EMERGENCY DEFAULT AS DEFINED IN THE DECLARATION, THE FIRST NOTICE OF WHICH WAS SENT BY THE UNDERSIGNED OWNER TO THE DECLARANT/ASSOCIATION ON [INSERT DATE]. IN THE EVENT THAT THE DECLARANT/ASSOCIATION FAILS TO CURE THE NON-EMERGENCY DEFAULT IN THE MANNER PROVIDED IN SECTION 18(F) OF THE DECLARATION, THE UNDERSIGNED OWNER SHALL HAVE AVAILABLE TO IT THE SELF-HELP RIGHTS SET FORTH IN SECTION 18(F) OF THE DECLARATION." If, within thirty (30) days after receipt by Declarant or the Association of a second Non-Emergency Default Notice as specified above, Declarant or the Association has failed to (a) with respect to a non-monetary default, cure such default, or in the case of a default which cannot, with due diligence, be cured within such thirty (30) day period, commence to cure such default within such thirty (30) day period and thereafter diligently prosecute to completion all steps necessary to cure such default, or (b) with respect to a monetary default, advance the necessary amount to cure such default, then the affected Owner shall have the right (but not the obligation), to perform such obligation or advance the necessary amount to cure such default on behalf of Declarant or the Association.

(iii) Any Owner curing either an Emergency Default or a Non-Emergency Default as set forth in subsections (i) and (ii) above shall have the right to enter onto the Common Facilities, access to which may be reasonably necessary in order to perform said cure, upon reasonable advance notice to Declarant or the Association, provided, however, that additional advance notice shall not be required in connection with curing an Emergency Default. Declarant shall reimburse the curing Owner for the reasonable costs and expenses incurred by the curing Owner in connection with such cure, including reasonable attorneys' fees, within thirty (30) days after receipt of an invoice therefor evidencing such reasonable costs and expenses actually incurred. Alternatively, the curing Owner shall be entitled to off-set the reasonable costs and expenses incurred by the Owner in curing such Emergency Default or Non-Emergency Default against future Annual Assessment payments, provided that the amount to be off-set is evidenced by paid invoices or other documentation reasonably acceptable to Declarant or the Association.

Section 19. Insurance. Each Owner shall maintain, or cause to be maintained (i) commercial general liability insurance insuring against losses on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the exercise of the rights granted to such Owner herein, and (ii) during construction, alteration or repair, workers' compensation insurance covering all persons employed in connection with such work and with respect to whom death or bodily injury claims could be asserted against any Owner. Each Owner shall have the option of obtaining the insurance required pursuant to clause (i) above, and any property insurance that said Owner obtains with respect to its Lot, via the Declarant's or the Association's master or "blanket" insurance program. Such insurance must be carried by a reputable insurance company or companies qualified to do business in the State of New Jersey and have limits of not less than Five Million Dollars (\$5,000,000.00) combined single limit per occurrence and in the aggregate as applicable for bodily injury, personal injury or property damage, with a deductible not to exceed One Hundred Thousand Dollars (\$100,000.00) (such

minimum and deductible amounts to be re-set every five (5) years from the date of this Declaration to reflect then market standards as reasonably determined by the Association. The insurance required under this Section 19 must include the following provisions: (1) the policy cannot be cancelled or materially reduced in amount or coverage without at least thirty (30) days prior written notice by the insurer to each insured and any additional insureds, (2) the policy must name Declarant or the Association, and any property manager as additional insureds; (3) the policy must provide for severability of interests; (4) the policy must provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, will not reduce or void the coverage as to the other additional insureds of the insured, respectively; and (5) the policy must be "occurrence" basis, not "claims made" basis. Such insurance may be carried under a "blanket" policy or policies covering other properties of such Owner and its Affiliates. Each Owner shall, upon written request from Declarant or the Association, furnish to Declarant of the Association certificates of insurance and endorsements evidencing the existence of the insurance required to be carried pursuant to this Section 19. All such insurance must include provisions denying to the insurer subrogation rights against the other Owners to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against the other Owners for any damage or loss covered by such policies, against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss was caused by any acts or omissions of the other Owners. Any Owner undertaking construction of any Building or Improvements on an Owner Lot shall carry such additional insurance as is customary for said construction projects in the Northern New Jersey area.

Section 20. Standard of Care: Responsibility for Damages.

Each Owner shall agree to exercise reasonable care in the use and enjoyment of the easements granted to it hereunder and in the taking of such action with respect thereto as may be permitted or required by the terms hereof. Each Owner agrees to perform all work within the respective easement areas granted to it in a workmanlike manner, lien free, and with a minimum of inconvenience to the other Owners, and agrees to immediately discharge or cause to be immediately discharged any and all mechanic's notices of intention, liens, claims, and stop notices filed against such Lot in connection with or arising out of such work, and to indemnify and hold Declarant, the Association and each other Owner and their Indemnified Parties (as defined in Section 21) harmless from and against all liabilities, losses, claims, demands, costs and expenses (including reasonable attorney's fees) and judgments occurring from or in connection with such mechanic's notices of intention, liens, claims and stop notices.

Section 21. Indemnification. (a) Each Owner, the Declarant and the Association, as the case may be (the "*Indemnifying Party*") shall defend, indemnify, and hold harmless Declarant, the Association and each other Owner, their respective members and Affiliates, and their respective officers, directors, employees and agents (collectively, the "*Indemnified Parties*", individually an "*Indemnified Party*") from and against any claims, losses, liabilities, damages, costs and expenses, including, without limitation, reasonable attorney's fees, on account of loss of life, bodily injury, property damage, or environmental conditions, remediation requirements or liabilities that may arise from, or be occasioned by, the exercise or enjoyment of the rights conferred under this Declaration or the performance of the obligations under this Declaration by the Indemnifying Party, other than those claims, losses, liabilities, damages, costs

and expenses arising from the gross negligence or willful misconduct of the Indemnified Party. If an Indemnified Party believes it is entitled to be indemnified by the Indemnifying Party pursuant to this Section 21, such Indemnified Party shall give notice to the Indemnifying Party as soon as possible after the Indemnified Party learns of its potential liability. The counsel selected by the Indemnifying Party must be approved by the Indemnified Party, which consent shall not be unreasonably withheld. In no event shall an Indemnified Party settle a claim or action brought against it without the prior approval of the Indemnifying Party. Notwithstanding anything to the contrary contained in this Declaration, in the event that Kingsland is the Indemnified Party with respect to any environmental conditions, remediation requirements or liabilities arising with respect to the MEF Parcel, and there exists a conflict between the indemnification provisions in favor of Kingsland pursuant to this Declaration and the indemnification provisions in favor of Kingsland pursuant to the MEF Lease with respect to such environmental conditions, remediation requirements or liabilities arising with respect to the MEF Parcel, the provisions of the MEF Lease shall control, subject to the superior rights of Roche under the Environmental Declaration pursuant to Section 22 below.

(b) Notwithstanding anything to the contrary contained in this Declaration, each Indemnified Party hereby waives any and all claims it may have against an Owner, Declarant or the Association (and an Owner, Declarant or the Association, shall not be responsible or liable under this Declaration) for any business interruption or any special, consequential, indirect or punitive damages. In addition, notwithstanding anything to the contrary contained in this Declaration, each Indemnified Party hereby waives any and all claims it may have against each Owner, Declarant or the Association (and such Owners, Declarant or the Association, shall not be responsible or liable under this Declaration) for and with respect to any damage or injury to any property, except if due to the negligence or intentional misconduct of the Owner, Declarant, the Association or their respective agents, employees or contractors, and in such case, only to the extent the Indemnified Party is not compensated by insurance maintained by such Indemnified Party.

Section 22. Environmental Declaration. This Declaration, including all rights granted or reserved hereunder, is subject and subordinate to the terms and conditions of the Environmental Declaration. The Campus is and shall be held, transferred, sold, conveyed, leased and occupied, subject to the terms and conditions of the Environmental Declaration. Ownership, occupancy or use of all or any portion of the Campus shall be conclusively deemed to mean that said Owner, occupant or user has accepted its portion of the Campus subject to the terms and conditions of the Environmental Declaration. In the event there exists a conflict between the terms of this Declaration and any express term of the Environmental Declaration, the terms of the Environmental Declaration shall control. Notwithstanding the foregoing, in no event shall any costs incurred by Declarant in remediating any portion of the Campus, or any other costs incurred by Declarant pursuant to the Environmental Declaration, be passed through to Owners (provided that Declarant reserves its rights against any Owner to the extent such Owner is responsible for the contamination being remediated by Declarant, subject to the superior rights of Roche pursuant to the Environmental Declaration), or included in Common Facilities Costs.

Section 23. Miscellaneous.

(a) Legal Effect. Each of the easements, rights and privileges created by this Declaration are appurtenant to the Lot to which they relate and may not be transferred, assigned or encumbered except as an appurtenance to such Lot.

(b) No Dedication. Nothing contained in this Declaration will be deemed to constitute a gift, grant or dedication of any portion of a Lot to the general public or for any public purpose whatsoever, it being the intention of Declarant and all Owners that this Declaration will be strictly limited to the private use Owners and their respective Permitted Users.

(c) Amendment. If this Declaration and any provisions herein contained are modified or amended as permitted by this Declaration, each Owner shall execute and deliver such instruments of further assurance or confirmation, in recordable form, if appropriate, as may be reasonably necessary to perfect, complete and confirm any such amendment or modification to this Declaration. No non-Owner tenant, licensee or other person having a possessory interest in any improvements constructed on any Lot shall be required to join in the execution of or consent to any action by Owners or Members of the Association pursuant to this Declaration, the Certificate of Incorporation, By-Laws or Rules and Regulations.

(d) [Intentionally omitted.]

(e) Force Majeure Delay. If performance of any action by Declarant, the Association or any Owner is prevented or delayed by Force Majeure, the time for the performance of such action will be extended for the period that such action is so delayed or prevented.

(f) No Termination. No default or other breach of this Declaration will entitle any Owner to cancel, rescind or otherwise terminate this Declaration. The foregoing limitation will not affect, in any manner, any other right or remedy which Declarant or any Owner might have by reason of any breach of this Declaration.

(g) Governing Law. This Declaration will be construed in accordance with the laws of the State of New Jersey.

(h) Captions. The captions of the paragraphs of this Declaration are for convenience only and are not intended to affect the interpretation or construction of the provisions contained herein.

(i) Binding Effect. The provisions of this Declaration will be binding on each Owner and all tenants, subtenants, occupants, licensees, invitees, servants, agents, contractors, and employees of any such Owner, as well as any such Owner's respective successors, assigns and mortgagees, to the extent herein permitted.

(j) Jurisdiction. Owners consent to the State courts of New Jersey having exclusive jurisdiction of any dispute arising under this Declaration.

(k) Further Assurances. Every Owner shall from time to time execute and deliver such instruments of further assurance or confirmation, in recordable form, if appropriate, as may be reasonably necessary to perfect, complete and confirm the easements, rights, privileges, obligations and covenants created or contained in this Declaration.

(l) Non-Merger. The doctrine of merger shall not be applicable to this Declaration and all easements, rights, privileges and obligations created hereunder and there are and shall be no merger of estates or interests in or among any portions of the Campus or Lots on account of unity of title or interest hereto or therein. This Declaration shall be a covenant binding and running with the Campus and each Lot or other portion or parcel thereof.

(m) Duration. This Declaration and each easement, covenant, condition and restriction created hereby shall be perpetual and run with the land and shall be binding on all Owners, their successors, assigns and grantees.

(n) Notices. Wherever in this Declaration it shall be required or permitted that notice or demand be given or served to Declarant, the Association or any Owner, such notice or demand shall be deemed duly given or served if, and shall not be deemed duly given or served unless, in writing and mailed by certified mail, return receipt requested, or sent by Federal Express or comparable private delivery service which provides proof of delivery, to such address as each Owner may designate from time to time. The time at which any notice or demand shall be deemed given or served shall be the following day if sent by overnight courier, or three (3) days following the sending of certified mail. Any notice may also be delivered personally but only if delivered personally to the individuals to whom notice is required to be given as set forth above. Declarant, the Association and the Owners may each change the address for notices by providing written notice to all other parties, as applicable, of such address change.

(o) Estoppel Certificates. In connection with a financing or sale of any Lot, the Owner of such Lot subject to the prospective financing or sale, may request from Declarant a statement certifying, (i) whether or not this Declaration is in full force and effect; (ii) the date to which all of the payments required to be made hereunder to Declarant by the requesting Owner have been paid, and (iii) whether or not, to the best knowledge of Declarant, the requesting Owner is in default in the keeping, observance or performance of any easement, covenant, condition, restriction, or other provision contained in this Declaration. Declarant shall deliver the statement to the requesting Owner within twenty (20) days after the date it receives notice requesting such statement from the requesting Owner. The parties hereto acknowledge and agree that such statement may be relied upon by any prospective purchaser or prospective mortgagee of any Lot.

(p) Intentionally Omitted.

(q) Attorneys' Fees. If either an Owner or Declarant brings an action against the other for a breach of its obligations with respect to any of the terms and provisions under this Declaration, the non-prevailing party shall reimburse the prevailing party within thirty (30) days after demand therefore for the prevailing party's reasonable attorneys' fees and disbursements and court costs incurred in connection therewith. As used herein, the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise,

settlement or judgment. If the party that commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party for purposes of this Section.

(r) Right of First Refusal.

(i) If at any time Declarant receives a written offer from an independent third party with respect to the purchase or lease of a portion of the Campus (other than the MEF Parcel) that Declarant intends to accept pursuant to which offer said third party expresses its intent to conduct an educational use that is not then conducted on the MEF Parcel, but which proposed educational use is then being conducted by Seton Hall University ("*SHU*") at a location other than the MEF Parcel, Declarant shall provide SHU with a notice setting forth all of the terms upon which Declarant would sell or lease that portion of the Campus to such interested third party. Declarant's notice shall contain an offer to SHU to purchase or lease such portion of the Campus on the terms set forth in the written offer from the interested third party with, in the case of a lease, an appropriate adjustment to provide for the security of the lease obligations based upon a comparative review of the financial information with respect to the interested third party compared to the financial information with respect to SHU (the "*Right of First Refusal Offer Notice*").

(ii) SHU shall have the right to exercise the Right of First Refusal set forth in this Section 23(r) by delivering to Declarant a notice accepting the offer contained in the Right of First Refusal Offer Notice (the "*Right of First Refusal Acceptance Notice*") within ten (10) business days after receipt of the Right of First Refusal Offer Notice, time being of the essence with respect to SHU's delivery of a Right of First Refusal Acceptance Notice. If SHU fails to timely exercise its Right of First Refusal as provided herein, SHU shall be deemed to have waived its Right of First Refusal. If SHU shall timely deliver the Right of First Refusal Acceptance Notice, Declarant and SHU shall enter into a purchase and sale agreement or lease agreement, as applicable, that is reasonably acceptable to both parties within thirty (30) days after Declarant's receipt of SHU's Right of First Refusal Acceptance Notice, which thirty (30) day period shall be extended for a reasonable period of time if both parties are diligently negotiating in good faith. If SHU fails to timely enter into and consummate such purchase and sale transaction or lease transaction, as applicable, SHU shall be deemed to have waived its Right of First Refusal set forth in this Section 23(r).

(iii) The delivery of a Right of First Refusal Offer Notice and/or a Right of First Refusal Acceptance Notice shall be null and void, and SHU shall have no rights under this Section 23(r) if at the time of such delivery: (A) Kingsland, or any permitted successor or assignee of Kingsland is in default of any of its obligations under the terms of the MEF Lease, this Declaration, or any of the other MEF Documents; or (ii) there are less than three (3) years remaining in the term of the MEF Lease.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, this Declaration has been executed by Declarant effective as of the day and year first written above.

WITNESS:

DECLARANT:


PB NUTCLIF MASTER, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its Manager

By: 
Name: Eugene Robert Diaz
Title: Manager and Member


Robert Klausner

The undersigned, PB Nutclif Med, LLC, as the Owner of the MEF Parcel, joins in the execution of this Declaration in order to subject the MEF Parcel, and all present and future owners and tenants of the MEF Parcel to all of the terms, covenants and conditions of this Declaration.

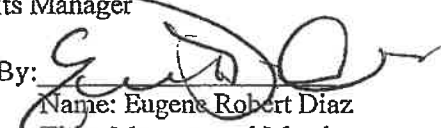
WITNESS:


PB NUTCLIF MED, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its Manager

By: 
Name: Eugene Robert Diaz
Title: Manager and Member

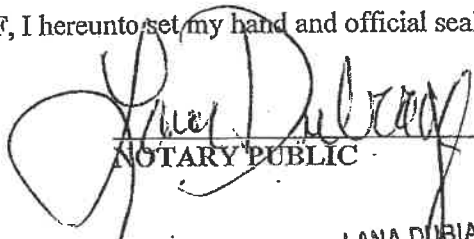

Robert Klausner

STATE OF NEW JERSEY

COUNTY OF *ESSEX*

I HEREBY CERTIFY, that on this 13th day of July, 2016, before me, a Notary Public of the State aforesaid, personally appeared Eugene Robert Diaz, who acknowledged himself to be the Manager and Member of PRISM NUTCLIF MANAGER, LLC, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of PB Nutclif Master, LLC, and that he as such Manager and Member executed the foregoing Instrument for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

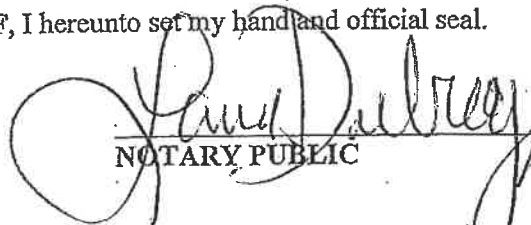
LANA DUBIAGO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/9/2020

STATE OF NEW JERSEY

COUNTY OF *ESSEX*

I HEREBY CERTIFY, that on this 13th day of July, 2016, before me, a Notary Public of the State aforesaid, personally appeared Eugene Robert Diaz, who acknowledged himself to be the Manager and Member of PRISM NUTCLIF MANAGER, LLC, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of PB Nutclif Med, LLC, and that he as such Manager and Member executed the foregoing Instrument for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

LANA DUBIAGO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/9/2020

EXHIBIT A
DESCRIPTION OF THE NON-MEF PORTION OF THE CAMPUS



LOT 10, BLOCK 79.04
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY

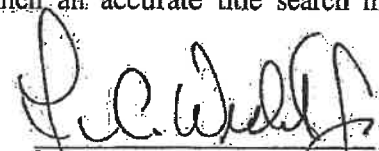
BEGINNING at a point in the southerly line of Isabella Street (50' wide), said point being South 54°11'22" East, a distance of 506.36' from the intersection of the southerly line of Isabella Street (50' wide) with the easterly line of Bloomfield Avenue (50' wide), and running thence;

1. Along the southerly line of Isabella Street (50' wide), South 54°11'22" East, a distance of 175.15' to a point, thence;
2. Along the easterly line of Isabella Street, North 24°06'38" East, a distance of 51.06' to a point, thence;
3. Along the dividing line between Block 79.04 Lot 10 and block 79.04 lot 6, North 20°55'08" East, a distance of 307.76' to a point, thence;
4. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 2, South 59°48'22" East, a distance of 399.00' to a point, thence;
5. Along the westerly line of Norfolk Southern (50' wide), South 8°03'48" West, a distance of 487.64' to a point, thence;
6. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 21, North 59°48'22" West, a distance of 689.81' to a point, thence;
7. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 19, North 24°06'38" East, a distance of 115.00' to the **POINT OF BEGINNING**.

Containing an area of 223,930 square feet or 5.141 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059
t. 732.560.9700


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 21, BLOCK 79.04
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Bloomfield Avenue (50' wide), said point being North 24°06'38" East, a distance of 212.31' from the intersection of the easterly line of Bloomfield Avenue with the dividing line between Passaic County and Essex County, said point of beginning also being South 24°06'38" West, a distance of 251.06' from the intersection of the easterly line of Bloomfield Avenue and the southerly line of Isabella Street (50' wide), and running thence;

1. Along the easterly line of Bloomfield Avenue (50' wide), North 24°06'38" East, a distance of 51.06' to a point, running thence;
2. Along the northerly line of a private road, said line being the dividing line between Block 79.04 Lot 21 and Block 79.04 Lots 15 & 19 the following 3 courses, South 54°11'22" East, a distance of 311.59' to a point of curvature, running thence;
3. Still along the said northerly and dividing line, on a curve to the right having a radius of 363.10', an arc length of 170.74', the chord bearing South 40°43'08" East, a distance of 169.17' to a point of tangency, running thence;
4. Still along the said northerly and dividing line, South 27°14'52" East, a distance of 48.16' to a point, running thence;
5. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 19, North 24°06'38" East, a distance of 147.53' to a point, running thence;
6. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 10, South 59°48'22" East, a distance of 689.81' to a point, running thence;
7. Along the westerly line of Norfolk Southern (50' wide) the following 2 courses, South 8°03'48" West, a distance of 196.91' to a point of curvature, running thence;
8. Still along the said westerly line, on a curve to the left having a radius of 1935.08', an arc length of 256.28', the chord bearing South 4°16'09" West, a distance of 256.10' to a point, running thence;
9. Along the dividing line Passaic County and Essex County, said line being the dividing line between Block 79.04 Lot 21 and Block 200 Lots 1 & 2, Block 102 Lots 1 & 2, Block 101 Lots 1 & 2, North 55°11'22" West, a distance of 862.66' to a point, running thence;


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10. Along the dividing line Passaic County and Essex County, said line being the dividing line between Block 79.04 Lot 21 and Block 101 Lot 1, North $54^{\circ}18'52''$ West, a distance of 10.31' to a point, running thence;
11. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 26, North $24^{\circ}06'38''$ East, a distance of 153.83' to a point, running thence;
12. Along the southerly line of a private road, said line being the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 26 the following 3 courses, North $27^{\circ}14'52''$ West, a distance of 49.10' to a point of curvature, running thence;
13. Still along the said northerly and dividing line, on a curve to the left having a radius of 313.10', an arc length of 147.23', the chord bearing n $40^{\circ}43'08''$ w, 145.87' to a point of tangency, running thence;
14. Still along the said northerly and dividing line, North $54^{\circ}11'22''$ West, a distance of 301.24', to the **POINT OF BEGINNING**.

Containing an area of 314,546 square feet or 7.221 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 1.01, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at the intersection of the Easterly line of lot 1, block 79.02 and the northwest corner of lot 1.01, block 80.02, said point also having New Jersey State Plane Coordinates of North 730,403.2244 and East 586,744.5920 and running thence;

1. Along the Southerly line of Lot 2.01 in Block 80.02, line of lands of the city of Jersey City Water Supply, South 59°21'59" East, a distance of 603.47 feet to a point thence;
2. Along the same and on a curve to the right, having a radius of 175.00 feet, an arc length of 36.35 feet, whose chord bears South 53°24'54" East, a chord distance of 36.29 feet to a point, thence;
3. Along the same, South 47°27'50" East, a distance of 405.33 feet to a point in the westerly line of lot 3, block 80.02 thence;
4. Along said westerly line of lot 3, block 80.02, South 43°30'57" West, a distance of 27.34 feet to a point thence;
5. Along the same, South 10°45'13" East, a distance of 232.26 feet to a point thence;
6. Along the same, South 31°54'48" West, a distance of 584.29 feet to a point thence;
7. Along the same, South 13°05'13" East, a distance of 50.70 feet to a point thence;
8. Along the same, South 31°54'46" West, a distance of 24.55 feet to a point in the division line between the city of Clifton, Passaic County to the North, with the township of Nutley, Essex county to the South, thence;
9. Along said division line, North 54°41'40" West, a distance of 824.56 feet to a point of cusp on the Easterly line of lot 1, block 79.02 thence;
10. Along the same and on a curve to the right, having a radius of 1885.08 feet, an arc length of 284.03 feet, whose chord bears North 03°44'49" East, a chord distance of 283.76 feet to a point thence;
11. Along the same, North 08°03'48" East, a distance of 664.22 feet to the **POINT OF BEGINNING**.

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Containing an area of 842,273 square feet or 19.336 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.01 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, which appears to read 'F.C. Wecht, Jr.', is written over a horizontal line. The signature is cursive and somewhat stylized.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 9/21/2016.



LOT 1.02, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point, said point being the intersection of the southerly line of New Jersey State Highway Route 3 (180' wide R.O.W.), with the northwesterly corner of Lot 1.02, Block 80.02, said point also having New Jersey State Plane Coordinates of North 730,625.8094 and East 586,776.1250 and running thence;

1. Along said right of way line, South 58°00'46" East, a distance of 60.17 feet to a point thence;
2. Along the same, South 08°03'48" West, a distance of 35.55 feet to a point thence;
3. Along the same, South 58°00'46" East, a distance of 1102.64 feet to a point in the Northerly line of Lot 3, Block 80.02, thence;
4. Along said Northerly line, South 43°30'57" West, a distance of 195.71 feet to a point in the Northerly line Lot 2.01 in Block 80.02, thence;
5. Along said Northerly line of Lot 2.01 in Block 80.02, North 47°27'50" West, a distance of 406.11 feet to a point thence;
6. Along the same and on a curve to the left, having a radius of 220.00 feet, an arc length of 45.70 feet, whose chord bears North 53°24'54" West, a chord distance of 45.62 feet to a point thence;
7. Along the same, North 59°21'59" West, a distance of 622.17 feet to a point in the Easterly line of Lot 1, Block 79.02, thence;
8. Along said Easterly line, North 08°03'48" East, a distance of 176.08 feet to the **POINT OF BEGINNING.**

Containing an area of 151,625 square feet or 3.481 acres more or less.

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Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.02 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, which appears to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 9/21/2016.



LOT 4.04, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point , said point being the intersection of the southerly line of water street (variable width R.O.W.), with the northwesterly corner of Lot 6, Block 80.02, said point also having New Jersey State Plane Coordinates of north 728,734.86 and east 588,622.34 and running thence;

1. Along the easterly line of Lot 4.04, Block 80.02, South 40°48'18" West, a distance of 485.26 feet to a point thence;
2. Along the same, South 37°37'52" West, a distance of 74.95 feet to a point, said point also being the county and township limit lines between city of Clifton, Passaic County to the north and the township of Nutley, Essex county to the south, thence;
3. Along said county line, North 54°41'40" West, a distance of 440.23 feet to a point on the division line between Lot 4.04 to the East and Lot 4.02 to the west in Block 80.02, thence;
4. Along the easterly line of Lot 4.02 in Block 80.02, North 31°54'46" East, a distance of 184.55 feet to a point, thence;
5. Along the northerly line of Lots 4.01 and 4.02 in Block 80.02, North 58°05'14" West, a distance of 604.47 feet to a point, thence;
6. Along the westerly line of Lot 4.01 in Block 80.02, South 31°54'46" West, a distance of 148.74 feet to a point, said point being the county and township limit line between the City of Clifton in Passaic County to the North and the Township of Nutley in Essex County to the South, thence;
7. Along said municipal boundary line, North 54°41'40" West, a distance of 99.25 feet to a point along the easterly line of Lot 3 in Block 80.02, thence;
8. Along said easterly line of Lot 3 in Block 80.02, North 31°54'46" East, a distance of 36.39 feet to a point, thence;
9. Along the same, North 13°05'13" West, a distance of 50.70 feet to a point, thence;
10. Along the same, North 31°54'48" East, a distance of 583.70 feet to a point, thence;
11. Along the same, North 10°45'13" West, a distance of 229.21 feet to a point, thence;

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12. Along the same, North $43^{\circ}30'57''$ East, a distance of 14.96 feet to the southerly line of Lot 2.03 in Block 80.02, lands of Jersey City Water Supply Company, thence;
13. Along said southerly line, South $47^{\circ}27'50''$ East, a distance of 185.34 feet to a point of curvature, thence;
14. Along the same and on a curve to the right, having a radius of 174.99 feet, an arc length of 11.03 feet, whose chord bears South $45^{\circ}39'32''$ East, a chord distance of 11.02 feet to a point, thence;
15. Along the same, South $43^{\circ}51'15''$ East, a distance of 1100.56 feet to a point along the westerly line of Water Street (variable width R.O.W.) thence;
16. Along said westerly line of Water Street, south $38^{\circ}53'45''$ west, a distance of 7.26 feet to a point thence;
17. Along the southerly line of Water Street, South $44^{\circ}06'15''$ East, a distance of 159.56 feet to the **POINT OF BEGINNING**.

Containing an area of 753,370 square feet or 17.295 acres more or less.

Excepting therefrom Lot 4.03 in Block 80.02, as described below.

BEGINNING at a point, said point being distant of 122.39 feet on a bearing of North $70^{\circ}48'27''$ West from the intersection of the westerly line of Lot 6 in Block 80.02 and the easterly line of Lot 4.04 in Block 80.02, said point also being in the southerly right of way line of Water Street (variable width R.O.W.) and running thence;

1. On a curve the right, having a radius of 70.00 feet, an arc length of 103.74 feet, whose chord bears South $1^{\circ}38'59''$ East, a chord distance of 94.50 feet to a point of tangency, thence;
2. South $40^{\circ}48'18''$ West, a distance of 263.03 feet to a point, thence;
3. North $58^{\circ}05'14''$ West, a distance of 364.13 feet to a point, thence;
4. North $31^{\circ}54'46''$ East, a distance of 379.86 feet to a point, thence;
5. South $58^{\circ}05'14''$ East, a distance of 186.93 feet to a point, thence;
6. South $44^{\circ}06'15''$ East, a distance of 170.67 feet to the **POINT OF BEGINNING**.

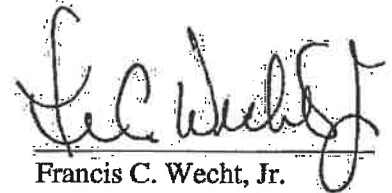
Containing an area of 142,042 square feet or 3.261 acres more or less.



Remaining area of Lot 4.04 in Block 80.02= 611,328 square feet or 14.034 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.04 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.



Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 4.05, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point, said point being the intersection of the southerly line of New Jersey State Highway Route 3 (180' wide right of way) and the westerly line of Colin Avenue (50' wide right of way), said point also having New Jersey State Plane Coordinates of North 729,283.46 and East 588,860.54 and running thence;

1. Along said westerly line of Colin Avenue, South 35°30'45" West a distance of 497.04 feet thence;
2. On a curve to the right, having a radius of 10.00 feet, an arc length of 17.56 feet, whose chord bears South 85°49'05" West, a chord distance of 15.39 feet, to a point along the northerly line of Lot 2.03 in Block 80.02, thence;
3. Along the northerly line of Lot 2.03 in Block 80.02, North 43°51'15" West, a distance of 1112.36 feet to a point of curvature, thence;
4. Along the same, and on a curve to the left, having a radius of 220.00 feet, an arc length of 13.86 feet, whose chord bears North 45°39'32" West a chord distance of 13.86 feet to a point, thence;
5. Along the same, North 47°27'50" West, a distance of 184.57 feet, to a point in the easterly line of lot 3 in block 80.02, thence;
6. Along the same, North 43°30'57" East, a distance of 200.38 feet to a point in the southerly line of New Jersey State Highway Route 3, thence;
7. Along said southerly line of Route 3, South 58°00'46" East, a distance of 1276.50 feet to the **POINT OF BEGINNING**.

Containing an area of 449,874 square feet or 10.328 acres more or less.

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Warren, NJ 07069

t. 732.560.9700



Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.05 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', is written over a horizontal line. The signature is cursive and somewhat stylized.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 2, BLOCK 102
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the westerly line of Windsor Place (50' wide), said point being North 34°59'02" East, a distance of 450.00' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the dividing line between Block 102 Lot 2 and Block 102 Lot 9, North 55°00'58" West, a distance of 177.44" to a point, running thence;
2. Along the dividing line between Block 102 Lot 2 and Block 102 Lots 17 through 22 & 1, North 34°51'38" East, a distance of 307.39' to a point, running thence;
3. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 102 Lot 2 and Block 79.04 Lot 24, South 55°11'22" East, a distance of 178.10' to a point, running thence;
4. Along the westerly line of Windsor Place (50' wide), South 34°59'02" West, a distance of 307.92' to the **POINT OF BEGINNING**.

Containing an area of 54,691 square feet or 1.255 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

67B Mountain Blvd Ext
PO Box 403B
Warren, NJ 07059

t. 732.560.9700



LOT 9, BLOCK 102
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being North 32°34'28" West, a distance of 191.10' from the intersection of the northerly line of Kingsland Street (50' wide) with the westerly line of Windsor Place (50' wide), and running thence;

1. Along the dividing line between Block 102 Lot 9 and Block 102 Lots 10, 13 through 17, North 34°51'38" East, a distance of 377.06' to a point, running thence;
2. Along the dividing line between Block 102 Lot 9 and Block 102 Lot 2, South 55°00'58" East, a distance of 177.44' to a point, running thence;
3. Along the westerly line of Windsor Place (50' wide), South 34°59'02" West, a distance of 100.00', to a point, running thence;
4. Along the dividing line between Block 102 Lot 9 and Block 102 Lot 3, North 55°00'58" West, a distance of 105.00' to a point, running thence;
5. Along the dividing line between Block 102 Lot 9 and Block 102 Lots 3 through 6 & 8, South 34°59'02" West, a distance of 306.64', to a point, running thence;
6. Along the northerly line of Kingsland Street (50' wide), North 32°34'28" West, a distance of 77.50', to the **POINT OF BEGINNING**.

Containing an area of 38,719 square feet or 0.888 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

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LOT 1, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Windsor Place (50' wide), said point being n 34°59'02" e, 627.59' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the easterly line of Windsor Place (50' wide), North 34°59'02" East, a distance of 151.25' to a point, running thence;
2. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 200 Lot 1 and Block 79.04 Lot 21, South 55°11'22" East, a distance of 85.01' to a point, running thence;
3. Along the dividing line between Block 200 Lot 1 and Block 200 Lot 2 the following 8 courses, North 68°38'37" West, a distance of 19.44' to a point, running thence;
4. Still Along the said dividing line, South 85°08'46" West, a distance of 6.53' to a point, running thence;
5. Still Along the said dividing line, South 36°09'02" West, a distance of 60.44' to a point, running thence;
6. Still Along the said dividing line, South 17°07'58" East, a distance of 29.11' to a point, running thence;
7. Still Along the said dividing line, South 55°17'58" East, a distance of 15.00' to a point, running thence;
8. Still Along the said dividing line, South 12°12'58" East, a distance of 16.00' to a point, running thence;
9. Still Along the said dividing line, South 39°26'02" West, a distance of 44.00' to a point, running thence;
10. Still Along the said dividing line, South 34°42'02" West, a distance of 9.78' to a point, running thence;
11. Along the dividing line between Block 200 Lot 1 and Block 200 Lot 24, North 55°00'58" West, a distance of 106.22' to the **POINT OF BEGINNING**.

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PO Box 4039
Warren, NJ 07058
t. 732.660.8700



Containing an area of 12,423 square feet or 0.285 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 2, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point, said point being the intersection of the westerly line of Norfolk Southern (50' wide) with the dividing line between Essex County and Passaic County, and running thence;

1. Along the westerly line of Norfolk Southern (50' wide) Along a curve to the left having a radius of 1935.08', an arc length of 402.07', the chord bearing, South 5°28'39" East, a distance of 401.34' to a point, running thence;
2. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 3, North 56°03'28" West, a distance of 314.54' to a point, running thence;
3. Along the dividing line between Block 200 Lot 2 and Block 200 Lots 24 & 1, North 34°42'02" East, a distance of 169.12' to a point, running thence;
4. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 39°26'02" East, a distance of 44.00' to a point, running thence;
5. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 12°12'58" West, a distance of 16.00' to a point, running thence;
6. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 55°17'58" West, a distance of 15.00' to a point, running thence;
7. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 17°07'58" West, a distance of 29.11' to a point, running thence;
8. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 36°09'02" East, a distance of 60.44' to a point, running thence;
9. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 85°08'46" East, a distance of 6.53' to a point, " running thence;
10. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, South 68°38'37" East, a distance of 19.44' to a point, running thence;
11. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 200 Lot 2 and Block 79.04 Lot 21, South 55°11'22" East, a distance of 76.03', to the **POINT OF BEGINNING**.

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Containing an area of 58,209 square feet or 1.336 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 3, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the westerly line of Norfolk Southern (50' wide), said point being North 26°03'12" West, a distance of 165.77' from the intersection of the westerly line of Norfolk Southern (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 4, North 62°17'28" West, a distance of 178.88' to a point, running thence;
2. Along the dividing line between Block 200 Lot 3 and Block 200 Lots 4, 5 & 6, North 60°17'56" West, a distance of 87.68' to a point, running thence;
3. Along the rear line of Lots fronting on Kingsland Street, North 56°03'28" West, a distance of 435.96' to a point, running thence;
4. Along the rear line of Block 200 Lot 16, North 55°17'58" West, a distance of 50.00' to a point, running thence;
5. Along the rear line of Lots fronting on Windsor Place, North 34°40'34" East, a distance of 300.00' to a point, running thence;
6. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 23, North 55°00'58" West, a distance of 0.66' to a point, running thence;
7. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 24, North 34°42'02" East, a distance of 47.60' to a point, running thence;
8. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 2, South 56°03'28" East, a distance of 314.54' to a point, running thence;
9. Along the westerly line of Norfolk Southern (50' wide) on a curve to the left having a radius of 1935.08', an arc length of 493.89', the chord bearing, South 18°44'29" East, a chord distance of 492.55', to a point of tangency, running thence;
10. Still along the westerly line of Norfolk Southern (50' wide), South 26°03'12" East, a distance of 47.51', to the **POINT OF BEGINNING**.

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Containing an area of 181,265 square feet or 4.161 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written in a cursive style.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 4, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (variable width) where it intersects the westerly line of Norfolk Southern (50' wide), and running thence;

1. Along the northerly line of Kingsland Street (variable width), North $72^{\circ}11'58''$ West, a distance of 113.85' to a point, running thence;
2. Along the northerly line of Kingsland Street (variable width), North $67^{\circ}06'28''$ West, a distance of 228.25' to a point, running thence;
3. Along the dividing line between Block 200 Lot 4 and Block 200 Lot 5 (former westerly line of miller street), North $22^{\circ}53'32''$ East, a distance of 100.68' to an angle point, running thence;
4. Still along the dividing line on a curve to the right having a radius of 2005.00', an arc length of 47.65', the chord bearing North $22^{\circ}50'33''$ West, a chord distance of 47.65' to an angle point, running thence;
5. Along the dividing line between Block 200 Lot 4 and Block 200 Lot 3 the following 2 courses, South $60^{\circ}17'56''$ East, a distance of 87.68' to a point, running thence;
6. Still along the dividing line, South $62^{\circ}17'28''$ East, a distance of 178.88' to a point, running thence;
7. Along the westerly line of Norfolk Southern (50' wide), South $26^{\circ}03'12''$ East, a distance of 150.39', to the **POINT OF BEGINNING**.

Containing an area of 33,765 square feet or 0.775 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.



LOTS 5 & 6, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being n 67°06'28" w, 353.26' from the intersection of the northerly line of Kingsland Street (50' wide) with the westerly line of Norfolk Southern (50' wide), and running thence;

1. Along the northerly line of Kingsland Street (50' wide), North 67°06'28" West, a distance of 73.74' to a point of non-tangency, running thence;
2. Still along the northerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 1292.15', an arc length of 52.15', the chord bearing, North 63°45'15" West, a chord distance of 52.14' to a point, running thence;
3. Along the dividing line between Block 200 Lot 6 and Block 200 Lot 7, North 34°42'02" East, a distance of 145.83' to a point, running thence;
4. Along the dividing line between Block 200 Lots 5 & 6 and Block 200 Lot 3 the following 2 courses, South 56°03'28" East, a distance of 60.00' to a point, running thence;
5. Still along the dividing line, South 60°17'56" East, a distance of 2.96' to a point, running thence;
6. Along the dividing line between Block 200 Lot 5 and Block 200 Lot 4 (former westerly line of Miller Street), on a curve to the left having a radius of 2005.00', an arc length of 47.65', the chord bearing South 22°50'33" East, a chord distance of 47.65' to an angle point, running thence;
7. Still along the dividing line, South 22°53'32" West, a distance of 100.68' to the point of beginning.

Containing an area of 14,790 square feet or 0.340 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.



LOT 24, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Windsor Place (50' wide), said point being North $34^{\circ}59'02''$ East, a distance of 420.65' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the easterly line of Windsor Place (50' wide), North $34^{\circ}59'02''$ East, a distance of 206.94' to a point, running thence;
2. Along the dividing line between Block 200 Lot 24 and Block 200 Lot 1, South $55^{\circ}00'58''$ East, a distance of 106.22' to a point, running thence;
3. Along the dividing line between Block 200 Lot 24 and Block 200 Lots 2 & 3, South $34^{\circ}42'02''$ West, a distance of 206.94' to a point, running thence;
4. Along the dividing line between Block 200 Lot 24 and Block 200 Lot 23, North $55^{\circ}00'58''$ West, a distance of 107.24' to the **POINT OF BEGINNING**.

Containing an area of 22,087 square feet or 0.507 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.

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LOT 1, BLOCK 201
(WESTERN PORTION)
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (variable width) where it intersects the easterly line of Norfolk Southern (50' wide), and running thence;

1. Along the easterly line of Norfolk Southern (50' wide) the following 2 courses,
2. North 26°03'12" West, a distance of 255.32' to a point of curvature, running thence;
3. Still along the easterly line of Norfolk Southern on a curve to the right, having a radius of 1885.08', an arc length of 838.43', the chord bearing, North 13°18'41" West, a distance of 831.54' to a point, running thence;
4. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 201 Lot 1 (Western Portion) and Block 80.02 Lot 1.01 in the City of Clifton, South 54°41'40" East, a distance of 824.56' to a point, running thence;
5. Along the dividing line between Block 201 Lot 1 (Western Portion) and the PSE&G right of way, the following 2 courses, South 31°54'46" West, a distance of 386.64' to a point, running thence;
6. Still, along the dividing line, South 30°52'19" West, a distance of 282.36' to a point, running thence;
7. Along the northerly line of Kingsland Street (variable width), North 66°58'10" West, a distance of 21.78' to the **POINT OF BEGINNING**.

Containing an area of 332,518 square feet or 7.634 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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Being portion of Lot 1 (Western Portion) in Block 201 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, which appears to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 1, BLOCK 201
(EASTERN PORTION)
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at an angle point in the northerly line of Kingsland Street (variable width), said point the intersection of the northerly line of Kingsland Street (variable width) with the easterly line of PSE&G right of way, and running thence;

1. Along said easterly line of PSE&G right of way, North $30^{\circ}52'19''$ East, a distance of 278.69' to an angle point, thence;
2. Along the same, North $31^{\circ}54'46''$ East, a distance of 384.93' to a point, said point also being the northerly township limits of the township of Nutley, Essex County, running thence;
3. Along said limits, South $54^{\circ}41'40''$ East, a distance of 99.25 to a point, running thence;
4. Leaving said limit line, and along the westerly line of Lot 1.03 and Lot 1.02 in Block 300, South $31^{\circ}54'46''$ West, a distance of 593.79' to a point, running thence;
5. Along the southerly line of Lot 1.02 in Block 300, North $58^{\circ}05'14''$ East, a distance of 70.96' to a point along the block limit line between Block 201 to the west and Block 300 to the East, running thence;
6. Along said block limit line South $30^{\circ}52'52''$ West, a distance of 65.01' to a point on the northerly line of Lot 1.01 in Block 300, running thence;
7. Along the same, North $58^{\circ}05'14''$ West, a distance of 72.13' to a point, running thence;
8. Along the westerly line of Lot 1.01 in Block 300, South $31^{\circ}54'46''$ West, a distance of 14.06' to a point of cusp in the northerly line of Kingsland Street, (variable width R.O.W.), running thence;
9. On a curve to the left, having a radius of 180.00', and arc length of 4.07 whose chord bears North $22^{\circ}10'35''$ West, a chord distance of 4.07' to a cusp, running thence;
10. Along the same and on a curve to the left, having a radius of 95.00', and arc length of 73.20' whose chord bears North $44^{\circ}53'55''$ West, a chord distance of 71.40' to a point of tangency, running thence;

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11. Along the same, North 66°58'10" West, a distance of 21.46' to the **POINT OF BEGINNING.**

Containing an area of 69,403 square feet or 1.593 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1 (Eastern Portion) in Block 201 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, which appears to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 9/23/2016.



LOT 1, BLOCK 300
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being the intersection of the westerly line of Lot 58 in Block 300 and the easterly line of Lot 1 in Block 300 and running thence;

1. Along the northerly line of Kingsland Street (variable width R.O.W), North $75^{\circ}11'08''$ West, a distance of 165.98' to a point of curvature, thence;
2. Along the same on a curve to the right having a radius of 2,108.68', an arc length of 153.72', whose chord bears North $73^{\circ}05'50''$ West, a chord distance of 153.68' to a point, thence;
3. Along the same, North $20^{\circ}10'52''$ East, a distance of 3.00' to a point of cusp, thence;
4. Along the same on an arc to the right, having a radius of 2112.36', an arc length of 42.87', whose chord bears North $70^{\circ}24'00''$ West, a chord distance of 42.87' to a point of tangency, thence;
5. Along the same, North $69^{\circ}49'15''$ West, a distance of 51.02' to a point of curvature, thence;
6. Along the same on a curve to the right, having a radius of 415.00' an arc length of 190.12', whose chord bears North $56^{\circ}41'42''$ West, a chord distance of 188.46' to a point, thence;
7. Leaving said right of way and along the easterly line of Lot 1.01 in Block 300 North $31^{\circ}54'46''$ East, a distance of 381.11', to a point, thence ;
8. Along the northerly line of Lot 1.01 in Block 300, North $58^{\circ}05'14''$ West, a distance of 532.34' to a point, said point being the block limit line between Block 201 to the West and Block 300 to the East, thence;
9. Along said block limit line, North $30^{\circ}52'52''$ East, a distance of 65.01' to a point along the southerly line of Lot 1.02 in Block 300, thence;
10. Along the southerly line of Lots 1.02 and 1.04 in Block 300, South $58^{\circ}05'14''$ East, a distance of 533.51' to a point, thence;
11. Along the easterly line of Lot 1.04 in Block 300, North $31^{\circ}54'46''$ East, a distance of 557.95 to a point in the Municipal Boundary Line between the Township of

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Nutley, Essex County to the south and the City of Clifton, Passaic County to the North, thence;

12. Along said Municipal Boundary Line, South $54^{\circ}41'40''$ East, a distance of 440.23' to a point thence;
13. Along the westerly line of Lots 2 through 13 in Block 300, South $37^{\circ}37'52''$ West, a distance of 513.93' to a point, thence;
14. Along the northerly line of Lots 16 and 20 in Block 300, North $44^{\circ}25'38''$ West, a distance of 218.72' to a point, thence;
15. Along the westerly line of Lots 20 and 21 and the westerly right of way line of Montclair Street (50' wide R.O.W.), South $20^{\circ}10'52''$ West, a distance of 372.05' to a point, thence;
16. Along the northerly line of Lots 21 through 28 in Block 300, South $75^{\circ}11'08''$ East, a distance of 305.99;' to a point thence;
17. Along the westerly line of Lot 58 in Block 300, South $14^{\circ}48'52''$ West, a distance of 150.00' to the **POINT OF BEGINNING**.

Containing an area of 404,374 square feet or 9.283 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 20, BLOCK 300
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Montclair Avenue (50' wide) where it intersects the easterly line of Block 300 Lot 1, and running thence;

1. Along the dividing line between Block 300 Lot 20 and Block 300 Lot 1 the following 2 courses, North 20°10'52" East, a distance of 221.39' to a point, running thence;
2. Still along the dividing line, South 44°25'38" east, a distance of 187.65' to a point, running thence;
3. Along the rear line of Lots fronting on Montclair Avenue, North 75°11'08" West, a distance of 122.05' to a point, running thence;
4. Along the dividing line between Block 300 Lot 20 and Block 300 Lot 19, South 20°10'52" West, a distance of 125.00' to a point, running thence;
5. Along the northerly line of Montclair Avenue (50' wide), North 75°11'08" West, a distance of 48.22' to the **POINT OF BEGINNING**.

Containing an area of 14,171 square feet or 0.325 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
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June 28, 2016.

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LOT 1 IN BLOCK 2000
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the southerly line of Kingsland Street (50' wide), said point being the following 3 courses from the intersection of the southerly line of Kingsland Street (50' wide) with the westerly line of hillside avenue (50' wide) a. Along the southerly line of Kingsland Street (50' wide), North 55°15'11" West, a distance of 198.80' to a point, running thence; b. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2913.68', and arc length of 229.85', the chord bearing North 59°21'04" West, a chord distance of 229.79' to a point of compound curvature, running thence; c. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 815.45', and arc length of 69.40', the chord bearing North 64°02'57" West, a chord distance of 69.38' to the point of beginning, running thence;

1. Along the dividing line between Block 2000 Lot 1 and Block 2000 Lots 2 & 3, South 37°29'03" West, a distance of 217.81' to a point, running thence;
2. Along the dividing line between Block 2000 Lot 1 and Block 2000 Lot 5, North 64°56'28" West, a distance of 35.56' to a point, running thence;
3. Along the dividing line between Block 2000 Lot 1 and Block 2101 Lot 1, North 37°29'22" East, a distance of 216.00' to a point, running thence;
4. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 815.70', an arc length of 35.98', the chord bearing South 67°45'27" East, a chord distance of 35.97' to the **POINT OF BEGINNING**.

Containing an area of 7,534 square feet or 0.172 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.

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LOTS 4 & 5 IN BLOCK 2000 &
LOT 1 IN BLOCK 2101
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the southerly line of Kingsland Street (50' wide), said point being the following 2 courses from the intersection of the southerly line of Kingsland Street (50' wide) with the westerly line of hillside avenue (50' wide) a. Along the southerly line of Kingsland Street (50' wide), North $55^{\circ}15'11''$ West, a distance of 198.80' to a point, running thence; b. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2913.68', and arc length of 100.46', the chord bearing North $58^{\circ}04'44''$ West, a distance of 100.45' to the point of beginning, running thence;

1. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lot 6, South $37^{\circ}27'52''$ West, a distance of 149.81' to a point, running thence;
2. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lots 6 & 7, South $58^{\circ}05'08''$ East, a distance of 110.51' to a point, running thence;
3. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lots 12 through 18 & 20, South $37^{\circ}27'52''$ West, a distance of 468.68' to a point, running thence;
4. Along the northerly line of a tract excepted from the overall parcel as per deed book 4271 page 899, said northerly line know being the dividing line between Block 2000 Lot 5 and Block 2000 Lot 27, North $54^{\circ}30'08''$ West, a distance of 122.95' to a point of curvature, running thence;
5. Still partially along the northerly line of a tract excepted from the overall parcel as per deed book 4271 page 899, said northerly line know being the dividing line between Block 2000 Lot 5 and Block 2000 Lot 27, and then continuing along the dividing line between Block 2000 Lot 4 and Block 2000 Lot 27 on a curve to the left having a radius of 870.53', an arc length of 98.76', the chord bearing, North $57^{\circ}45'08''$ West, a chord distance of 98.71' to a point of compound curvature, running thence;
6. Along the dividing line between Block 2000 Lot 5 & Block 2101 Lot 1 and Block 2000 Lot 27 on a curve to the left having a radius of 699.13', an arc length of 186.22', the chord bearing, North $68^{\circ}37'39''$ West, a chord distance of 185.67' to a point of compound curvature, running thence;
7. Along the dividing line between Block 2101 Lot 1 and Block 2000 Lot 27 on a curve to the left having a radius of 260.08', an arc length of 145.28', the chord bearing, South $87^{\circ}44'43''$ West, a chord distance of 143.39' to a point, running thence;

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8. Along the easterly line of Norfolk Southern (1/2 width 40') the following 3 courses, North $21^{\circ}42'08''$ West, a distance of 157.93' to a point of curvature, running thence;
9. Still along the easterly line of Norfolk Southern (1/2 width 40') on a curve to the left having a radius of 2905.00', an arc length of 220.55', the chord bearing North $23^{\circ}52'38''$ West, a chord distance of 220.50' to a point of tangency, running thence;
10. Still along the easterly line of Norfolk Southern (1/2 width 40'), North $26^{\circ}03'08''$ West, a distance of 111.99' to an angle point in Norfolk Southern, running thence;
11. Along the northerly line of Norfolk Southern, South $38^{\circ}43'52''$ West, a distance of 16.58' to an angle point in Norfolk Southern, running thence;
12. Along the easterly line of Norfolk Southern (variable width), North $26^{\circ}03'08''$ West, a distance of 409.97' to a point, running thence;
13. Along the dividing line between Block 2101 Lot 1 and Block 2101 Lot 2, North $63^{\circ}56'52''$ East, a distance of 4.46' to a point, running thence;
14. Along the southerly line of Kingsland Street (variable width) on a curve to the left having a radius of 149.48', an arc length of 114.18', the chord bearing South $47^{\circ}56'10''$ East, a chord distance of 111.42' to a point, running thence;
15. Still along the southerly line of Kingsland Street (variable width), South $69^{\circ}49'08''$ East, a distance of 178.84' to a point of curvature, running thence;
16. Along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2158.68', an arc length of 202.19', the chord bearing South $72^{\circ}30'08''$ East, a chord distance of 202.12' to a point of tangency, running thence;
17. Still along the southerly line of Kingsland Street (50' wide), South $75^{\circ}11'08''$ East, a distance of 454.25' to a point of curvature, running thence;
18. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 815.70', an arc length of 87.76', the chord bearing South $72^{\circ}06'12''$ East, a chord distance of 87.72' to a point, running thence;
19. Along the dividing line between Block 2101 Lot 1 and Block 2000 Lot 1, South $37^{\circ}29'22''$ West, a distance of 216.00' to a point, running thence;
20. Along the dividing line between Block 2000 Lot 4 and Block 2000 Lots 1 & 3, South $64^{\circ}56'28''$ East, a distance of 116.80' to a point, running thence;



21. Along the dividing line between Block 2000 Lot 4 and Block 2000 Lot 3, North $37^{\circ}29'22''$ East, a distance of 216.00' to a point, running thence;
22. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 2913.68', an arc length of 107.80', the chord bearing South $60^{\circ}19'28''$ East, a chord distance of 07.80' to the **POINT OF BEGINNING**.

Containing an area of 502,416 square feet or 11.534 acres more or less.

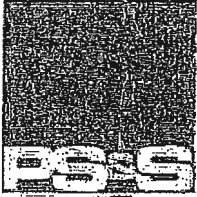
Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written in a cursive style.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

EXHIBIT B
DESCRIPTION OF MEF PARCEL

Exhibit B

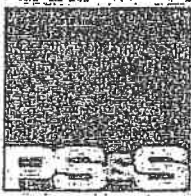


**LOT 1.01, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point on the northerly line of Kingsland Street (variable width right of way), said point being the following three (3) courses from the westerly corner of Lot 1 (Eastern Portion) in Block 201;

- a. Along the northerly Right of Way line of Kingsland Street, South $66^{\circ}58'10''$ East, a distance of 21.46 feet to a point on the same, thence;
- b. On a curve to the right, having a radius of 95.00 feet, and arc length of 73.20 feet, whose chord bears South $44^{\circ}53'55''$ East, a chord distance of 71.40 feet to a point of cusp, thence;
- c. On a curve to the right, having a radius of 180.00 feet, an arc length of 4.07 feet, whose chord bears South $22^{\circ}10'35''$ East, a chord distance of 4.07 feet to a point and running thence.
 1. Leaving said northerly right of way line, North $31^{\circ}54'46''$ East, a distance of 14.06 feet to a point, thence;
 2. South $58^{\circ}05'14''$ East. A distance of 604.47 feet to a point, thence;
 3. South $31^{\circ}54'46''$ West, a distance of 381.11 feet to a point of cusp on the northerly right of way line of Kingsland Street (variable width R.O.W.), thence;
 4. Along the same, on a curve to the right, having a radius of 415.00 feet, an arc length of 110.64 feet, whose chord bears North $35^{\circ}56'02''$ West, a chord distance of 110.31 feet to an angle point, thence;
 5. Along the same, South $37^{\circ}03'52''$ West, a distance of 3.76 feet to an angle point, thence;
 6. Along the same, North $26^{\circ}03'11''$ West, a distance of 533.68 feet to a point of curvature, thence;
 7. Along the same, on a curve to the right, having a radius of 70.00 feet, an arc length of 23.00 feet, whose chord bears South $16^{\circ}38'25''$ East, a chord distance of 22.90 feet to a point of reverse curvature, thence;

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Warren, NJ 07059
t. 732.560.9700



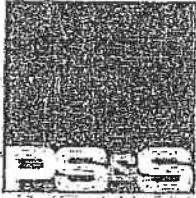
8. Along the same, on a curve to the left having a radius of 180.00 feet, an arc length of 44.93 feet, whose chord bears North 14°22'40" West, a chord distance of 44.81 feet to the point and **PLACE OF BEGINNING**.

Containing an area of 130,289 square feet or 2.991 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.01 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.



**LOT 1.02, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point on the northerly line of Kingsland Street (variable width right of way), said point being distant of 113.56 feet on a bearing of North 87°47'48" East from westerly corner of Lot 1 in Block 201 (Eastern Portion) and running thence.

1. North 31°54'46" East, a distance of 371.25 feet to a point, thence;
2. South 58°05'14" East, a distance of 479.48 feet to a point, thence;
3. South 31°54'46" West, a distance of 371.25 feet to a point, thence;
4. North 58°05'14" West, a distance of 479.48 feet to the **POINT OF BEGINNING**.

Containing an area of 178,003 square feet or 4.086 acres more or less.

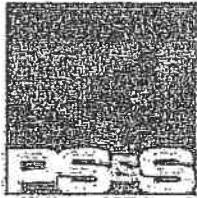
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.02 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

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August 1, 2016.

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**LOT 1.03, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**


BEGINNING at a point, said point being the terminus point of the course No. 1 of Lot 1.02 in Block 300, and running thence.

1. North $31^{\circ}54'46''$ East, a distance of 222.54 feet to a point in the municipal line between the Township of Nutley, Essex County to the south and the City of Clifton, County of Passaic to the North, thence;
2. Along said municipal line, South $54^{\circ}41'40''$ East, a distance of 480.32 feet to a point, thence;
3. Leaving said municipal line, South $31^{\circ}54'46''$ West, a distance of 194.11 feet to a point, thence;
4. Along the dividing line between Block 300, Lot 1.03 and Block 300, Lot 1.02, North $58^{\circ}05'14''$ West, a distance of 479.48 feet to the **POINT OF BEGINNING**.

Containing an area of 99,886 square feet or 2.293 acres more or less.

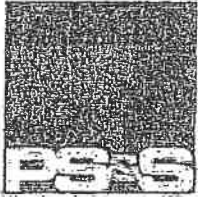
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.03 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.


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August 1, 2016.

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**LOT 1.04, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point, said point being the terminus point of the course No. 3 of Lot 1.02 in Block 300, and running thence.

1. North $31^{\circ}54'46''$ East, a distance of 565.36 feet to a point in the municipal line between the Township of Nutley, Essex County to the south and the City of Clifton Passaic County to the north, thence;
2. Along said municipal line, South $54^{\circ}41'40''$ East, a distance of 125.21 feet to a point, thence;
3. Leaving said municipal line, South $31^{\circ}54'46''$ West, a distance of 557.95 feet to a point, thence;
4. North $58^{\circ}05'14''$ West, a distance of 125.00 feet to the **POINT OF BEGINNING**.

Containing an area of 70,207 square feet or 1.612 acres more or less.

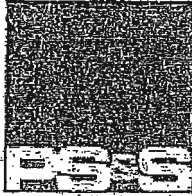
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.04 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663:

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

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**LOT 4.01, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**

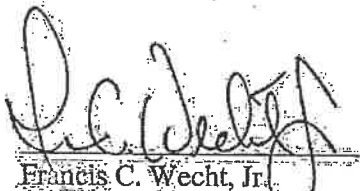
BEGINNING at a point, along the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 99.25 feet on a bearing of South 54°41'40" East, from the intersection of the easterly line of Lot 3 in Block 80.02 with the westerly line of Lot 4.04 in Block 80.02 and running thence.

1. North 31°54'46" East, a distance of 148.71 feet to a point, thence;
2. South 58°05'14" East, a distance of 479.48 feet to a point, thence;
3. South 31°54'46" West, a distance of 177.14 feet to a point, said point being in the municipal line between the City of Clifton Passaic County to the North and the Township of Nutley, Essex County to the south, thence;
4. Along said municipal line, North 54°41'40" West, a distance of 480.32 feet to the **POINT OF BEGINNING.**

Containing an area of 78,118 square feet or 1.793 acres more or less.

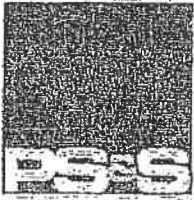
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.01 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.


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August 1, 2016.

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**LOT 4.02, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**

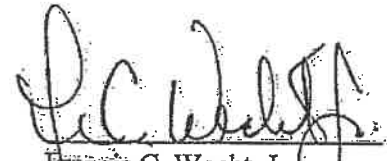
BEGINNING at a point, in the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 440.23 feet on a bearing of North 54°41'40" West, from the intersection of the westerly line of Lot 12 in Block 80.02 with the easterly line of Lot 4.04 in Block 80.02 and running thence.

1. North 54°41'40" West, a distance of 125.21 feet to a point, thence;
2. North 31°54'46" East, a distance of 177.14 to a point, thence;
3. South 58°05'14" East, a distance of 125.00 feet to a point, thence;
4. South 31°54'46" West, a distance of 184.55 feet to the **POINT OF BEGINNING**.

Containing an area of 22,605 square feet or 0.519 acres more or less.

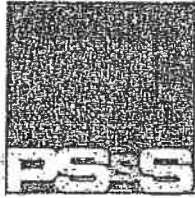
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.02 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.


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August 1, 2016.

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**LOT 4.03, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**

BEGINNING at a point, said point being distant of 122.39 feet on a bearing of North 70°48'27" West from the intersection of the westerly line of Lot 6 in Block 80.02 and the easterly line of Lot 4.04 in Block 80.02, said point also being in the southerly right of way line of Water Street (variable width R.O.W.) and running thence;

1. On a curve the right, having a radius of 70.00 feet, an arc length of 103.74 feet, whose chord bears South 1°38'59" East, a chord distance of 94.50 feet to a point of tangency, thence;
2. South 40°48'18" West, a distance of 263.03 feet to a point, thence;
3. North 58°05'14" West, a distance of 364.13 feet to a point, thence;
4. North 31°54'46" East, a distance of 379.86 feet to a point, thence;
5. South 58°05'14" East, a distance of 186.93 feet to a point, thence;
6. South 44°06'15" East, a distance of 170.67 feet to the **POINT OF BEGINNING**.

Containing an area of 142,042 square feet or 3.261 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.03 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

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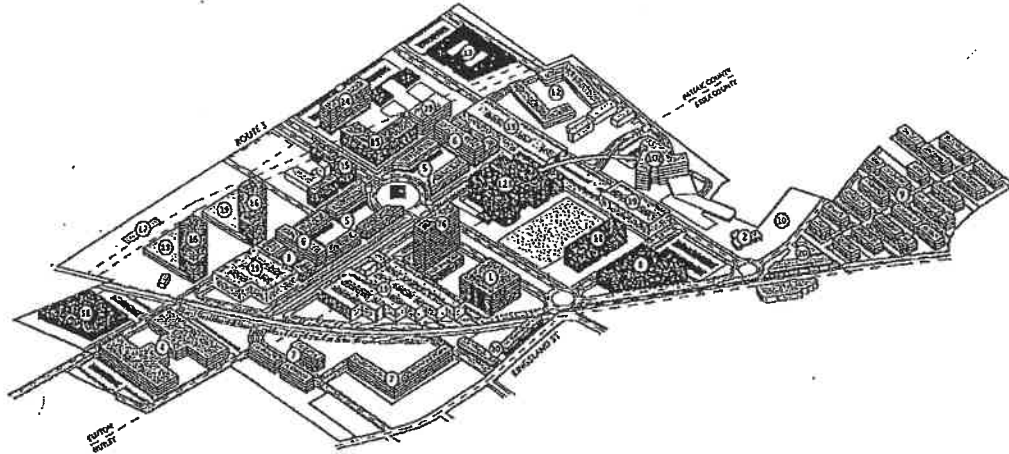

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

EXHIBIT C VISION PLAN

Vision Plan



Existing Buildings

- 1 Office Building - 250,000 sq. ft.
- 2 Cabot - 8,000 sq. ft.
- 3 Unilever Headquarters Building - 300,000 sq. ft.
- 4 4 to Medical Clinical Research Center/ Bio-Pharma Incubator - 350,000 sq. ft.
- 5 1015A-Cristen Hill Graduate Medical School and Hill Hospital Clinical Research Center - 410,000 sq. ft.

Proposed Buildings & Area

- 6 Anchor Organic Grocers Store - 50,000 sq. ft.
- 7 R&B Facility - Up to 300,000 sq. ft.
- 8 Market Square Mixed Use Retail - Approximately 250,000 sq. ft. (including shops and restaurants)
- 9 Market Square Residential above retail. Approximately 300 units.
- 10 Residential Apartment Rental Building - 230 Units
- 11 Mixed-Use Specialty Medical Practice Office Building - 150,000 sq. ft.
- 12 Residential Townhouses - 212 units*
- 13 Play ground & Parking
- 14 Seaton Hall Academic Building - 150,000 sq. ft.
- 15 Commercial Office Building - 100,000 sq. ft.
- 16 Health & Wellness Fitness Facility - 100,000 sq. ft.
- 17 Hotel - 100 Keys
- 18 Business Commons/General Service Space - 215,000 sq. ft.
- 19 1115 & 1120 Office Buildings - 100,000 sq. ft.
- 20 NY Transit NYC Express Bus Terminal
- 21 Data Center - 100,000 sq. ft.
- 22 Parking Structure
- 23 Neighborhood Retail/Residential

	ACADEMIC/CORPORATE/HOTEL		MIXED-SPECIALTY MEDICAL CENTER
	LANDMARK		GROCERY MARKET
	LIFESTYLE/GENERAL OFFICE RETAIL		CORPORATE CAMPUS
	HOTEL/OFFICE/HOTEL		GENERAL OFFICE
	WELLNESS CENTER		RESIDENTIAL
	DATA CENTER		PLAYGROUND

* approximate number depending on final design

EXHIBIT D
[INTENTIONALLY OMITTED]

Exhibit D

EXHIBIT E

GENERAL CATEGORIES OF COMMON FACILITIES COSTS AND PRO FORMA BUDGET

Insurance — Budget includes a portion of the cost for General Liability coverage.

Electric - Budget includes an assumed expense for electricity to run street lighting and any miscellaneous utility buildings.

Water & Sewer — Campus-wide fire water loop, the budget includes a minimal amount for water consumption and also the cost to have an active account.

Garbage — Budget assumes (1) 20 yard container per month for Common Facilities waste.

Cleaning and Cleaning Supplies — Budget includes 1.5 fulltime porters for cleanup of exterior grounds within the Common Facilities, supplies include garbage bags, containers, brooms, dust pans, etc.

R&M Staff— Budget includes an allocation of 10% for R&M staff to maintain the Common Facilities, including the multiple utility buildings that house meter rooms, pumps, etc. This allocation will increase or decrease based on the needs of the Campus.

General Repairs and Maintenance - Multiple accounts within Repairs & Maintenance include expense assumptions to provide painting repairs, roof repairs, electric repairs, HVAC repairs, building repairs, pest control, bulbs and ballasts, for the multiple utility buildings throughout the Common Facilities. In addition, it includes fire & life safety expense assumptions for the fire hydrants and the fire pumps that provide fire sprinkler water service to all buildings throughout the Campus.

Grounds & Landscaping— Budget includes a line item for landscape supplies (flowers, mulch and fertilization) and a line item for a landscape contract. The budget includes an allocation of the site contract to mow, edge and weed the Common Facilities as highlighted on the attached overall site plan. These Common Facilities may be modified as future development occurs, but for budgeting purposes it is assumed the highlighted areas will have grass, flower beds and hardscape that will require weekly maintenance for 40 weeks out of the year. The budget assumes flowers (\$10,000.00) and mulch (\$6,000.00) will be installed at the tips of the islands, around the circles, around way-finding signage, and other highly visible areas as determined by Declarant to enhance the Campus' appearance. Fertilization (\$5,000.00) will be spread at minimum 2X per year or as needed to enhance the common turf areas.

Snow Removal — Budget includes an expense assumption to remove ice and snow from the Common Roads throughout the Campus. Attached for clarity is the overall site plan with the Common Roads highlighted as the basis for developing the budget, these roadways and sidewalks may differ as development progresses. This expense will vary depending on the frequency and the intensity of the storms.

Irrigation and Parks & Roads — Budget includes expense assumptions to startup, monitor and winterize the irrigation system throughout the Common Facilities. It also includes general repairs to the Common Facilities pavement due to damage caused by the freeze and thaw cycles.

Exhibit E

Security—Security for the Campus will include (2) 24X7 security positions that will be onsite 365 days per year. There will be (1) position that patrols the roadways and parking lots as well as patrols the common areas of the buildings. The other position will be in the control center monitoring alarms, card access and cameras for the Campus. The budget allocates 80% of this expense to the Common Facilities, while the balance is allocated to the buildings. Security responsibilities will continue to evolve as the Campus is developed over time thus changing the overall expense and allocations.

Management Fee and G&A— Budget includes a flat fee for Property Management to manage the Common Facilities of the Campus. This includes administration, contract oversight and other financial duties. Other accounts within G&A include administrative salaries, T&E, office supplies, telephone and other G&A.

Real Estate Taxes – assessed against the Common Facilities

Reserves – consistent with a First Class Mixed Use Development

EXHIBIT E

GENERAL CATEGORIES OF COMMON FACILITIES COSTS AND PRO FORMA BUDGET

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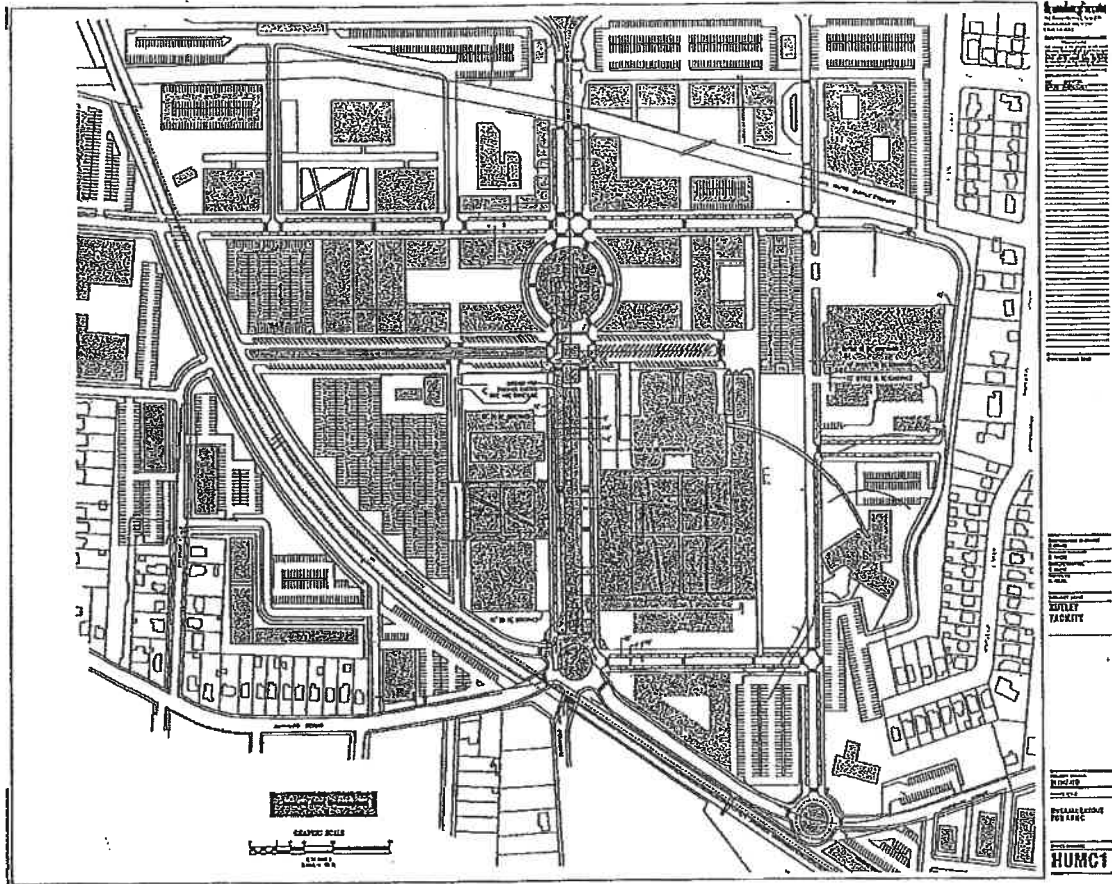
Exhibit E

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Real Estate Taxes — assessed against the Common Facilities

Reserves — consistent with a First Class Mixed Use Development



30469556v2
 30552574v13

340 Kingsland Street, PB Nutcalf Campus-Common Areas (not including CUP expenses)
2016 Monthly Budget Summary

square foot 1,181,262

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	\$/SF	
Revenue															
Rates/Rent	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Recoveries	32,668	33,417	37,559	33,134	31,469	26,744	28,328	28,077	26,244	28,370	27,377	31,740	367,319	0.31	
Other Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Bad Debt	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL PROPERTY REVENUE	32,668	33,417	37,559	33,134	31,469	26,744	28,328	28,077	26,244	28,370	27,377	31,740	367,319	0.31	
Property Expenses															
Real Estate Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Insurance	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	48,000	0.04	
Utilities	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	52,200	0.04	
Cleaning	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000	0.05	
Repairs & Maintenance	25,134	21,378	33,879	24,829	33,856	22,379	25,134	21,378	24,879	25,289	22,878	22,378	282,889	0.24	
Grounds & Landscaping	20,000	26,000	35,000	21,000	17,800	4,000	8,900	9,900	6,900	8,900	8,900	18,500	184,000	0.16	
Security	24,200	24,300	24,300	24,300	24,300	24,300	24,300	24,300	24,300	24,300	24,300	24,300	291,600	0.24	
Property Management Expenses	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	0.03	
General & Administrative	12,631	12,631	12,631	12,631	12,631	12,631	12,631	12,631	12,631	12,631	12,631	12,631	151,687	0.13	
Tenant Specific Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Marketing & Promotions	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL PROPERTY EXPENSES	68,006	100,251	112,851	89,491	84,408	80,231	84,888	84,231	84,734	85,115	82,731	85,221	1,101,806	0.93	
NET OPERATING INCOME	-35,337	-66,834	-75,291	-56,357	-52,939	-53,487	-56,560	-56,154	-58,490	-56,745	-55,354	-53,481	-734,487	-0.62	
Cash Flow Items															
Building Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Tenant Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
Leasing Commissions	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
TOTAL CASH FLOW ITEMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
NET CASH FLOW	-35,337	-66,834	-75,291	-56,357	-52,939	-53,487	-56,560	-56,154	-58,490	-56,745	-55,354	-53,481	-734,487	-0.62	
Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
NET CASH FLOW AFTER DEBT	-35,337	-66,834	-75,291	-56,357	-52,939	-53,487	-56,560	-56,154	-58,490	-56,745	-55,354	-53,481	-734,487	-0.62	
Portfolio Expense/Income	0	1,000	0	0	1,000	0	0	1,000	0	1,000	0	4,000	0	4,000	0.00
NET INVESTMENT CASH FLOW	-35,337	-67,834	-75,291	-56,357	-51,939	-53,487	-55,560	-57,154	-57,490	-55,745	-54,354	-49,481	-738,837	-0.62	
Cumulative Property Cash Flow	-65,337	-132,171	-207,462	-273,819	-336,758	-390,245	-446,805	-505,959	-567,449	-634,204	-707,558	-788,039	-876,337	-0.74	

01/20/16

Exhibit 6: Monthly Budget Summary

B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	340 Kingland Street, PB Hutcliff Campus-Common Areas (not including CUP expenses)																
2	2016 Detailed Monthly Budget																
3																	
4																	
5																	
6	REVENUE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	GRF EXPLANATION		
7	69100	Acct Recd-Lines Recd	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8																	
9																	
10																	Reserve Fee
11	421010	Revenues-Real Estate Tax	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	422010	Revenues-CAM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	423010	Revenues-Credit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	424010	Revenues-Security	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	430100	Tenant Spec Rents-1/2006	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	430200	Tenant Spec Rents-4/2006	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17	430300	Tenant Spec Rents-4/11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18	430500	Tenant Spec Rents-Other	32,869	33,417	37,558	39,721	35,893	28,724	29,729	29,077	28,244	28,370	27,577	317,49	367,516	0.31	
19	499910	Other Year Rents-Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20		Total Revenues	32,869	33,417	37,558	39,721	35,893	28,724	29,729	29,077	28,244	28,370	27,577	317,49	367,516	0.31	
21																	
22																	
23																	
24																	

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	B
	340 Kingland Street, PB Nutcracker Campus-Common Areas (not including CUP expenses)																	
	2018 Detailed Monthly Budget																	
	square feet 1,181,112																	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	BIF EXPLANATION			
45	RECOVERABLE EXPENSE																	
46	Real Estate Taxes																	Real Estate Taxes
47	Real Estate Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Assume no real estate tax assessments for common areas. They shall be included within the building budget
48	Total Real Estate Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
49	Insurance																	Insurance
50	Insurance - Property	4,000	4,000	4,000	4,000	4,081	4,081	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	48,840	0.04 Assume no real estate tax assessments for common areas. They shall be included within the building budget
51	Insurance - Liability	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
52	Total Insurance	4,000	4,000	4,000	4,000	4,081	4,081	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	48,840	0.04
53	Utilities																	Utilities
54	Electric	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00 No Gas for common areas of Campus
55	Gas	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900	46,800	0.04 Electric for street lighting
56	Water	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	0.01 Account for Fire Hydrant water usage
57	Gas Service Charge	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	1,800	0.00 Gas usage removed, maximum 1 unit per month
58	Total Utilities	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	50,600	0.04
59	Cleaning																	Cleaning
60	Supplies - Cleaning	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	1,800	0.00 Supplies for garbage containers, brooms, dust pans, etc.
61	Porter Staff	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	59,016	0.05 0.05 per month, 1.5 full time porters for entire month (common area only)
62	Total Cleaning	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	5,068	60,816	0.05
63	Repairs & Maintenance																	Repairs & Maintenance
64	Electric - RLM	19,725	19,725	19,725	19,725	19,725	19,725	19,725	19,725	19,725	19,725	19,725	19,725	19,725	19,725	19,725	236,100	0.20 RLM pricing is based on 20% of RLM Costs
65	Painting - RLM	0	0	1,000	0	0	0	0	0	0	0	0	0	0	0	0	1,000	0.00 Contingency for painting supplies, for benches, sign posts, zone houses, etc.
66	Roof Repairs - RLM	0	0	0	1,500	0	0	0	0	0	0	0	0	0	0	0	1,500	0.00 Initial roof repairs for entire building, pump houses, etc.
67	Electric - RLM	1,000	0	1,000	0	1,000	0	1,000	0	1,000	0	1,000	0	1,000	0	1,000	10,000	0.01 Contingency for electrical repairs to the facility
68	HVAC - Parts & Supplies	1,000	0	1,000	0	1,000	0	1,000	0	1,000	0	1,000	0	1,000	0	1,000	10,000	0.01 HVAC Parts & Supplies for heating and cooling entire building, pump houses, etc.
69	Roof Repairs - RLM	500	0	500	0	500	0	500	0	500	0	500	0	500	0	500	6,000	0.00 Contingency for supplies and repairs to replace the entire building, pump houses, etc.
70	Roof Repairs - RLM	500	0	500	0	500	0	500	0	500	0	500	0	500	0	500	6,000	0.00 Initial roof repairs for entire building, pump houses, etc.
71	Total Repairs & Maintenance	22,725	20,725	22,725	21,225	22,725	21,225	22,725	21,225	22,725	21,225	22,725	21,225	22,725	21,225	22,725	278,326	0.24
72	Total Recoverable Expenses	22,725	20,725	22,725	21,225	22,725	21,225	22,725	21,225	22,725	21,225	22,725	21,225	22,725	21,225	22,725	278,326	0.24

	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	340 Kingsland Street, PB Nucleus Campus-Common Areas (not including CBP expenses)																
2	2016 Detailed Monthly Budget																
3	Account No: 1.181.162																
4		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	B-Y EXPLANATION		
5	TOTAL PROPERTY EXPENSES	84,000	100,251	112,651	99,401	94,659	(0,231)	84,565	81,237	64,731	65,111	82,751	85,221	1,104,856	0.92		

EXHIBIT F
CUP IMPROVEMENTS

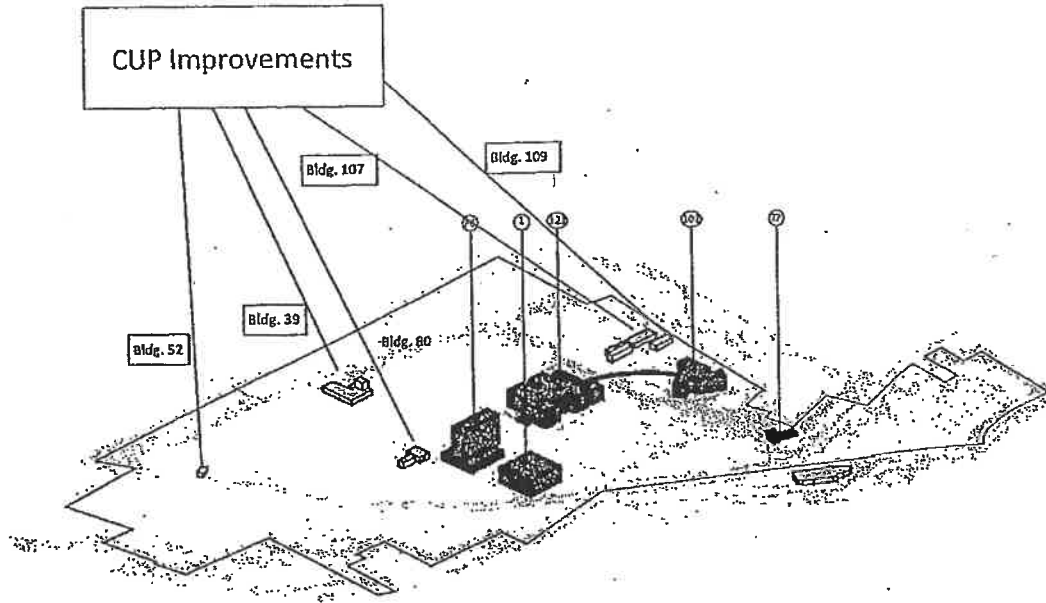


Exhibit F

EXHIBIT G
ENVIRONMENTAL DECLARATION

Exhibit G

EXHIBIT

DECLARATION OF ENVIRONMENTAL EASEMENTS AND RESTRICTIONS

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

DECLARATION OF ENVIRONMENTAL EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF ENVIRONMENTAL EASEMENTS AND RESTRICTIONS ("Declaration") is made as of September 29, 2016 ("**Effective Date**"), by **HOFFMANN-LA ROCHE INC. ("Declarant")**, a New Jersey corporation having an address of 340 Kingsland Street, Nutley, New Jersey 07110.

BACKGROUND

1. Declarant is the owner of that certain real property and improvements thereon ("**Property**") situated in the Township of Nutley, Essex County, and the City of Clifton, Passaic County, New Jersey, more particularly described in **Exhibit A**, attached hereto. Concurrently with the execution of this Declaration, Declarant is conveying the Property to PB Nutclif Master, LLC and PB Nutclif Med, LLC (collectively "**Purchasers**") pursuant to the terms of that certain Agreement for Sale, dated July 13, 2016, by and between Declarant and Purchasers ("**Purchase Agreement**"). The Purchase Agreement provides for execution and recording of this Declaration coincident with the closing of title ("**Closing**") under the Purchase Agreement.
2. This Declaration is intended to reserve to Declarant certain rights of access and use of the Property after Closing, in connection with certain on-going environmental remediation obligations being undertaken by Declarant. This Declaration further is intended to restrict certain uses of the Property, which restrictions are necessary or desirable in connection with Declarant's remediation of the Property.
3. Declarant's remediation of the Property and additional environmental background information is set forth in **Exhibit B** attached hereto, entitled "Environmental Background".
4. Capitalized terms not otherwise defined in the body of this Declaration are hereafter defined in **Exhibit C**, attached hereto and made part hereof.

5. It is intended that this Declaration shall be binding on and inure to the benefit of the parties, their successors and assigns, and all occupants of the Property, and shall run with the land, as more fully set forth herein.

NOW, THEREFORE, for valuable consideration, Declarant declares that the Property shall be held, transferred, sold, conveyed, leased, mortgaged, occupied and used subject to this Declaration, in accordance with the following terms and conditions:

1. **RESERVATION OF ENVIRONMENTAL EASEMENT.** Declarant reserves and shall have a non-exclusive easement for access, ingress and egress in, upon, over, under and across the Property for the purposes and upon the terms and conditions set forth herein ("**Environmental Easement**").

2. **REMEDIAL ACTIVITIES.** The Environmental Easement is and shall be for the purpose of enabling Declarant to undertake and complete its Remedial Activities (as defined below). Declarant reserves the right to undertake and perform those actions necessary or desirable, in its discretion, for the foregoing purpose, including without limitation, conducting any and all investigation, remedial action, removal, corrective action, monitoring and closure activities, and the other activities described in this Declaration. Without limitation, Declarant reserves and shall have the following rights, in addition to those above set forth:

(a) Declarant is in the midst of conducting an environmental investigation, remediation, and corrective action for soil on and groundwater beneath the Property to obtain approval of the New Jersey Department of Environmental Protection ("**NJDEP**") and, to the extent required by law, the United States Environmental Protection Agency ("**USEPA**") of the remediation of the Property. This will include without limitation ongoing groundwater monitoring and conducting activities required to comply with anticipated soil and groundwater Remedial Action Permits and a Land Use Regulation Program Permit issued by NJDEP. Declarant may also determine, in its sole discretion, that it is necessary or appropriate to conduct additional soil, groundwater, soil gas, surface water, sediment, indoor air and ambient air sampling and monitoring to determine the presence or source of chemicals beneath the Property or to confirm the effectiveness or completion of their remediation, and to conduct additional environmental response as appropriate. All of the foregoing activities of Declarant described in the preceding sentences of this Section 2(a) are collectively "**Declarant's Remedial Activities**" or "**Remedial Activities**". As part of Declarant's Remedial Activities, Declarant currently plans to install several additional subsurface groundwater Remediation Systems on the Property, including without limitation: a series of wells, trenches, and pipelines for injecting and circulating biological agents into the subsurface to enhance the bioremediation of the groundwater; thermal remediation; in-well air stripping; in-situ chemical oxidation (injecting or sparging chemical or oxidation agents into the subsurface); groundwater extraction and treatment; and vapor extraction. Additional Remediation Systems may be required by Declarant, NJDEP, USEPA, or other Environmental Regulatory Agencies over time as part of Declarant's Remedial Activities. As of or shortly after the Effective Date, Declarant anticipates that there will be groundwater Remediation Systems in each of the fourteen (14) designated "investigative areas" of the Property. Each groundwater Remediation System will include supporting structures and equipment necessary to operate, maintain, replace, and upgrade (as appropriate) the groundwater Remediation Systems, including for example above-ground tanks, concrete

pads, trailers, machinery, fans, and other remedial equipment and structures, and pipelines, trenches, power lines and electrical connections. Each groundwater Remediation System may also have vents whose air emissions will be regulated by an air quality permit or pursuant to air regulations issued by NJDEP. As part of Declarant's Remedial Activities, Declarant will also need to enter upon the Property at such intervals as needed, in its judgment, with appropriate motorized vehicles (including without limitation tanker trucks) to investigate, install, operate, maintain, inspect, replace, monitor, upgrade, change, move and close the groundwater Remediation Systems over time. This will include moving, staging and parking motorized vehicles, as well as ancillary equipments and structures. The precise number and location of groundwater Remediation Systems and ancillary equipment and structures have not yet been determined.

(b) Declarant reserves and shall have access to the Property by Property Occupants and Property Occupant's Agents (as hereafter defined) for the purpose of implementing the actions referenced in Section 2(a) above, encompassing the environmental investigation, remediation, monitoring, closure actions, and any other activities that are part of Declarant's Remedial Activities, including without limitation all groundwater, soil, soil gas, surface water, sediment and indoor air and ambient air sampling and monitoring and to conduct additional environmental response as appropriate. Declarant, NJDEP, USEPA, and other Environmental Regulatory Agencies also shall be permitted access by Property Occupants and Property Occupant's Agents to investigate, install, operate, maintain, inspect, monitor, upgrade, replace, change, move and close the Remediation Systems and to provide oversight of those activities and to oversee any environmentally-related actions on the Property, and (for NJDEP and other Environmental Regulatory Agencies) to conduct additional investigation and remediation to ensure the protection of the public health, safety, and the environment if Declarant or any Property Occupant fails to comply with the terms of an applicable Deed Notice (as defined below) or otherwise with the requirements of applicable law.

(c) Recognizing that groundwater Remediation Systems must be installed and operated, and that some structures (including but not limited to monitoring wells) will remain on the Property for an indeterminate number of years, Purchasers and all other owners or occupants of all or any portion of the Property (collectively including the Purchasers, "**Property Occupants**") shall coordinate their Property development activity with Declarant by providing advance notice to Declarant thirty (30) days prior to any intended subsurface trenching, excavation or other earthmoving or soil-disturbing activity in any area where a Remediation System now or hereafter is located. Each affected Property Occupant will bear the cost of its own coordination activities, as well as any of its increased development costs arising from the need to integrate its construction with Remediation Systems on the Property.

(d) Declarant may change its remedial plans or Remediation Systems to accomplish Declarant's Remedial Activities over time, including without limitation to address updated environmental conditions and remedial performance requirements. All locations and relocations of Remediation Systems may be subject to approval by NJDEP, USEPA, and Declarant's Licensed Site Remediation Professional ("**LSRP**") (as applicable). NJDEP, USEPA, or other Environmental Regulatory Agencies in the future may request (or Declarant may determine is appropriate) that any existing or future Remediation Systems be moved, expanded,

modified or changed with additional or different Remediation Systems, to facilitate Declarant's Remedial Activities. Declarant and Declarant's Agents shall be permitted access by Property Occupants and Property Occupant's Agents to the Property for such activities. For purposes of Declarant's access under this Declaration and the Environmental Easement, the term Declarant will include Declarant's Agents (hereafter defined).

(e) Should any Property Occupant decide to develop all or any portion of the Property for residential use (subject to the limitations on such residential use hereafter set forth), Declarant shall have the right, to be exercised in its sole discretion, without any obligation to do so, and within the time frames set forth in this Section 2(e), to conduct a further inspection and evaluation (including, if desired, soil sampling) of soil conditions in the proposed residential area. For the foregoing purpose, an affected Property Occupant shall provide Declarant with a copy of the site plan application (and all revised applications) within ten (10) business days after Property Occupant files a complete application for approval of such plan, shall notify Declarant promptly of any subsequent amendments to the footprint of the buildings depicted in the site plan application or revised site plan applications, and shall notify Declarant promptly of Property Occupant's obtaining Approval (hereafter defined) of its site plan and whether the building footprints changed in any way between the application for site plan approval and its Approval. "Approval" means the adoption by the municipal planning board or board of adjustment, as the case may be, of a resolution approving the application. Declarant shall notify an affected Property Occupant no later than ten (10) business days after Declarant's receipt of notice of such Property Occupant's site plan Approval whether Declarant will exercise its option to conduct a further inspection and evaluation of soils in the proposed residential area. Declarant's exercise of its option for further inspection and evaluation must be completed within sixty (60) days after Declarant so notifies such Property Occupant, except as hereafter provided. If the relevant portion of the Property is under a binding contract for sale to a third party, with closing of title thereunder to occur promptly upon such Approval becoming final and non-appealable and such contract is not subject to any other unsatisfied contingencies, then Declarant must complete its further inspection and evaluation before the Approval become final and non-appealable. Declarant and its partners, Affiliates, and their respective officers, employees, agents, consultants, contractors, subcontractors, licensees and authorized representatives (collectively, "**Declarant's Agents**") shall be permitted access by such Property Occupants and Property Occupant's Agents to the Property for such inspection and evaluation. At the end of the inspection and evaluation period, Declarant and Declarant's Agents will be afforded access for an additional thirty (30) days if it elects, in its sole discretion, to excavate additional soil in this portion of the Property and bring the ground back to grade with clean backfill from off-site provided, however, that Declarant is not permitted to conduct an environmental response in this portion of the Property that will result in a "cap" that is larger in surface area than the NJDEP-required cap, if any, existing in this area prior to Declarant's exercise of its option in this Section 2(e) for further inspection and evaluation. If Declarant decides to excavate additional soil as provided in the terms of this Section 2(e), Declarant will refrain from fully or partially filling the excavation if so requested by such Property Occupant, but only where such Property Occupant covenants with the Declarant that such Property Occupant shall at its own cost and expense bring the excavation to grade promptly thereafter either with structures or with clean backfill from off-site. Declarant will conduct any such activities in a manner that does not unreasonably interfere with such Property Occupant's development activities.

(f) To assist Declarant in performing its Remedial Activities, Property Occupant and Property Occupant's Agents shall provide Declarant and Declarant's Agents access to the electric, stormwater, and sewer utilities located on the Property. With respect to this commitment by Property Occupant and Property Occupant's Agents: (i) any water extracted or used by Declarant in connection with the Declarant's remedial activities ("**Remedial Activities Water**") will not be disposed of in any stormwater pipelines, but discharged into internal sewer lines leading to the Passaic Valley Sewerage Commission ("**PVSC**") sewer lines is allowed; (ii) Declarant may only discharge Remedial Activities Water either through groundwater injection/reinjection as part of the remediation process pursuant to any required groundwater discharge permit issued by NJDEP, or through the PVSC sewer lines pursuant to a discharge permit issued to Declarant by the PVSC or under a PVSC permit issued to Property Occupant, and Declarant will pay all sewerage and discharge fees associated with discharges of Declarant's Remedial Activities Water; (iii) the volume of Declarant's discharge of Remedial Activities Water through the PVSC sewer lines must be compatible with Property Occupant's reasonable need for adequate hydraulic capacity of those lines; (iv) Declarant will comply with effluent limitations placed upon it by PVSC; and (v) Declarant shall reimburse the entity which holds the PVSC permit and bears the cost of such utilities, for the cost of Declarant's use of such utilities without markup. These commitments include without limitation providing access to the sanitary sewers on the Property in order for Declarant to discharge Remedial Activities Water, subject to Declarant's reimbursement commitment as provided in this Section 2(f). Declarant and Property Occupant will agree upon a method to calculate or reasonably estimate the relative volume of flow contributed to the Property's sewers and discharged to PVSC by Declarant, based on appropriate field or other conditions. Property Occupants and Property Occupant's Agents will also allow Declarant access to potable water through connections on the Property (e.g. through existing distribution lines, hydrants, or pumping house connections) in order to implement Declarant's Remedial Activities, on condition that Declarant pay the applicable Property Occupant for the metered charge of such water, at Property Occupant's cost without mark-up. With regard to Declarant's use of electric power as set forth in this Section 2(f), one or both Purchasers or the applicable Property Occupant shall provide electric power to Declarant from either of the following methods, whichever results in the lower aggregate cost to Declarant: (x) from electricity supplied in accordance with, and at the then operable rate schedule pursuant to, that certain Energy Services Agreement by and between Declarant and one or both Purchasers upon the acquisition of the Property by Purchasers, or (y) from electricity originally supplied to one or both Purchasers or the applicable Property Occupant from PSE&G through substations located on the Property at prevailing PSE&G rates with a commercially reasonable mark-up averaging three percent (3%) of the total cost of the electricity from PSE&G, but never to exceed five percent (5%), for Declarant's transformation of such electricity through the substations located on the Property. Notwithstanding anything to the contrary in the preceding sentence, if one or both Purchasers or the applicable Property Occupant does not provide electricity to any other occupants of the Property in the manner set forth in (x) above, such Purchasers or Property Occupant shall provide electricity to Declarant in the manner set forth in (y) above. Purchasers or such Property Occupant shall notify Declarant of all scheduled maintenance and other events that will cause interruption in the generation of electric power from the cogeneration system reasonably in advance of all interruptions. Declarant and the applicable Purchaser or Property Occupant will endeavor to agree upon a method to calculate or reasonably estimate Declarant's electric power consumption and, absent agreement, Declarant shall reimburse the applicable

Purchaser or Property Occupant at the electrical rates described above based on such Purchaser's or Property Occupant's reasonable calculation of such power consumption; *provided, however*, Declarant shall have the right to cause its electric power consumption usage to be surveyed by an independent electrical engineering consultant, who shall prepare a written report that, unless objected to by such Purchaser or Property Occupant within thirty (30) days, shall be conclusive and binding on Declarant and such Purchaser or Property Occupant, as applicable. Notwithstanding any other provisions of this Agreement, any dispute or claim over Declarant's reimbursement of the cost of electrical power as set forth in this Section 2(f) shall be settled by arbitration, in lieu of litigating such dispute in court, the right to litigate being expressly waived, to be conducted by a mutually-agreeable single arbitrator in Newark, New Jersey and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (unless alternative procedures are agreed to between the Declarant and the applicable Purchaser or Property Occupant), with the arbitrator directed to determine Declarant's power consumption at the lower of the two rates set forth above, and any judgment on the award rendered by the arbitrator may be entered in any federal or state court in New Jersey having jurisdiction thereof.

(g) Property Occupants will cooperate to facilitate Declarant's timely access to and connection with utility hook-ups and other utility connections (e.g. electric power, gas lines, potable water lines, and stormwater and sanitary/process sewer pipelines) to implement Declarant's Remedial Activities.

(h) Declarant, and employees and contractors working for the City of Clifton and Township of Nutley, shall be permitted access to replace, repair, inspect or otherwise operate and maintain the municipal and stormwater sewers, the Valley Drain beneath or adjacent to the Property, and any non-municipal stormwater and process/sanitary sewers that Declarant (in its sole discretion) elects to inspect or repair/replace.

(i) Declarant has the sole obligation and right to communicate with the Declarant's LSRP, NJDEP, USEPA and any other Environmental Regulatory Agency (which by definition in this Environmental Declaration does not include PVSC) regarding the timing, scope, nature, and adequacy of Declarant's performance of Declarant's Remedial Activities, any alleged damage or effect of Hazardous Substances emanating from or existing under the Property, and all other aspects of Declarant's Remedial Activities; provided however that Property Occupant may discuss with PVSC or Environmental Regulatory Agencies Property Occupant's own sewer discharges to PVSC sewers or Property Occupant's own releases of Hazardous Substances. Accordingly, except as is required by law or as otherwise provided in this Declaration, in no event shall Purchasers (or either of them), any other Property Occupant, or their respective partners, investors, tenants, Affiliates, purchasers, assignees, and their respective officers, employees, agents, consultants, contractors, subcontractors, licensees, attorneys or authorized representatives, or those acting on its behalf (collectively, "**Property Occupant's Agents**"), contact, in person, by telephone, email or otherwise, Declarant's LSRP's, NJDEP, USEPA or any other Environmental Regulatory Agency regarding the foregoing matters without prior consultation with and advance written approval by Declarant (which Declarant may withhold in its sole discretion) and the participation of Declarant representatives at all times. Should Declarant, in its sole discretion, allow any Property Occupant to participate in such

written, oral or in-person communications with Declarant's LSRPs, NJDEP, USEPA or any other Environmental Regulatory Agencies, Declarant shall have the absolute and sole right to control such communications, and such Property Occupant and Property Occupant's Agent will abide by communication instructions and guidelines established by Declarant. This prohibition does not preclude a Property Occupant from filing and obtaining written records regarding the Property with an Environmental Regulatory Agency pursuant to New Jersey's Open Public Records Act (N.J.S.A. 47:1A-1 *et seq.*) or its federal equivalent.

3. **USE OF THE PROPERTY; LIMITATIONS; TERM OF ENVIRONMENTAL EASEMENT.**

Declarant's rights under the Environmental Easement are subject to the following limitations and requirements:

(a) Declarant shall comply with all applicable Environmental Laws in exercising its rights hereunder and performing Declarant's Remedial Activities.

(b) Declarant shall be solely responsible for the proper handling, transportation, storage and disposal of Hazardous Substances, if any, generated on the Property by Declarant pursuant to access granted herein and, without limiting the foregoing, if necessary, shall use one or more hazardous waste manifests signed by or on behalf of Declarant as generator to have such Hazardous Wastes transported to a location selected by Declarant for final disposal.

(c) Declarant at its sole cost and expense, shall, when Declarant is no longer using them and has determined that they are no longer necessary to conduct Declarant's Remedial Activities, remove equipment, machinery, structures, improvements and other items that are part of Remediation Systems brought onto or installed in or upon the Property by Declarant in performing Declarant's Remedial Activities, except that Declarant may properly abandon in place wells, pipelines, and other subsurface structures where allowed by NJDEP.

(d) The Environmental Easement shall expire upon completion of Declarant's Remedial Activities and completion of any and all other environmental obligations imposed upon or assumed by Declarant. Expiration of the Environmental Easement shall not affect any other provisions of this Declaration, all of which shall remain in full force and effect. Upon expiration of the Environmental Easement, at the written request of one or both Purchasers or any subsequent owner of the Property, Declarant shall deliver an instrument duly executed and acknowledged in recordable form terminating the Environmental Easement but expressly providing that this Declaration, excluding the Environmental Easement, shall continue and remain in full force and effect in perpetuity.

4. **RESTRICTIONS.** The Property, and each Property Occupant, are and shall be subject to the following restrictions, for the benefit of Declarant:

(a) Declarant's Remedial Activities will result in certain recorded institutional and engineering controls being placed on the Property. Subject to the discovery of unexpected conditions encountered during implementation of Remedial Activities that may reasonably increase the number or extent of engineering and institutional controls, these may include but are not limited to: (i) erosion controls along the stream banks of St. Paul's Brook in Investigative Areas 14 and 15 including the vegetated riparian area between the brook and the edge of the

pavement associated with parking areas in IA-14 and IA-15; (ii) "caps" to prevent human exposure to Hazardous Substances over the footprint of former Building 34 (on the north side of Building 76); (iii) "caps" over the approximately 7.5-acre area in the northern part of Investigative Area 10; (iv) a "cap", consisting of the maintenance of the existing soil and/or asphalt cover, over a portion of the Jersey City Right-of-Way and adjacent areas in IA-4 and IA-12 north and east of Building 61 including the Gate House; (v) "caps" consisting of the existing concrete slab over the in-use large underground fuel oil storage tanks west of former Building 39; (vi) several product collection sumps in IA-4; and (vii) "caps" over the underlying soil beneath Building 61 and the Gate House, the landing/stairway adjacent to Building 76, Building 77 and adjacent patio area, Building 116 and adjacent sidewalk, and Building 123 (and adjacent loading dock and courtyard). The foregoing caps and requirements to maintain, inspect, monitor and file required reports and certifications and conduct related actions on an ongoing basis with NJDEP may be contained in a NJDEP-required recorded deed restriction (termed "**Deed Notice(s)**") by NJDEP: a groundwater classification exception area(s), an NJDEP Soil Remedial Action Permit(s), an NJDEP Groundwater Remedial Action Permit(s), (for the erosion controls) the May 2015 NJDEP Land Use Regulation Program Permit ("LURP Permit") and related institutional controls. Purchasers and any other Property Occupant that is an owner of all or any portion of the Property ("**Property Owner**") as to which a Deed Notice is to be recorded or NJDEP-mandated Soil or Groundwater Remedial Action Permit(s) or LURP Permit is required, as hereafter set forth, shall: reasonably cooperate with Declarant and shall sign and record such restrictions and consents to Declarant finalizing an NJDEP-mandated Soil Remedial Action Permit(s), Groundwater Remedial Action Permit(s), the LURP Permit and related institutional controls. Such Purchasers and applicable Property Owner(s) shall assume all prospective obligations and costs associated with the Soil Remedial Action Permits and related Deed Notices and controls for soils (including but not limited to maintaining and inspecting caps, filing appropriate reports and certifications by an LSRP with NJDEP, and paying NJDEP fees and costs), with the exception of all necessary financial assurance and remedial funding requirements required by NJDEP and (as appropriate) USEPA, which obligations will be retained by Declarant. Declarant shall retain the obligation to satisfy the requirements of the May 2015 LURP Permit but Purchasers or the applicable Property Owner(s) shall assume all subsequent obligations associated with the erosion controls. Any Soil Remedial Action Permit or Deed Notice, among other items, will require NJDEP approval prior to the removal, alteration, impairment of any cap and restoration of the cap to pre-disturbance conditions. Any Property Occupant which intentionally or unintentionally removes, alters, perforates, or otherwise disturbs any caps shall be responsible for and shall pay or reimburse Declarant, and shall assume, all costs, responsibility and liability arising therefrom including, without limitation, assuming and paying or reimbursing Declarant for the cost of the proper characterization, handling and offsite transport and disposal of the cap and underlying soils, and execution of any waste manifests as generator. Should one or both Purchasers (as applicable) or Property Owner fail to execute and record any documents requiring their signature which document is mandated by NJDEP (including but not limited to a Deed Notice), within thirty (30) days of Declarant's written request to do so, then without limiting any other rights and remedies available to Declarant, Declarant shall have the right to seek immediate specific performance in a state or federal court in New Jersey, with reasonable costs and fees incurred by Declarant to be indemnified and paid by such Purchaser or Property Owner, as applicable, if Declarant is the prevailing party in such

action. Purchasers and Property Owners acknowledge and agree that specific performance will be an appropriate remedy.

(b) No Property Occupant shall sample any soil or groundwater for environmental analysis, except (i) to delineate their own releases of Hazardous Substances; (ii) to profile soil or otherwise characterize surplus soil to prepare it for off-site transportation and disposition; (iii) as required to prepare or implement a contractor's environmental Health and Safety Plan for the protection of its workers while working in or disturbing the soil and groundwater beneath the Property; (iv) to take groundwater samples required to characterize dewatering water generated during construction (if any) that must be transported offsite, (v) if required for the sale or financing of the Property or to obtain insurance for the Property, or (vi) for soil only, after Declarant obtains a Response Action Outcome for soil remediation in Property Occupant's portion of the Property. Regardless of whether such sampling proceeds, Property Occupant and Property Occupant's Agents shall not handle or discuss the sampling results in any way that abrogates Declarant's sole responsibility and exclusive right to communicate with NJDEP, USEPA and other Environmental Regulatory Agencies concerning the scope and performance of Declarant's Remedial Activities, as hereafter provided, and neither Property Occupant, Property Occupant's Agents nor any prospective Property Occupant shall communicate in any way with NJDEP, USEPA or other Environmental Regulatory Agencies about Declarant's Remedial Activities. This prohibition does not preclude a Property Occupant from filing and obtaining written records regarding the Property with an Environmental Regulatory Agency pursuant to New Jersey's Open Public Records Act (N.J.S.A. 47:1A-1 *et seq.*) or its federal equivalent.

(c) Property Occupant and Property Occupant's Agents shall not undertake the following activities on the Property: (i) installing, operating or using any underground tank containing Hazardous Substances (other than the underground fuel tanks remaining on the Property after Closing near the building identified as of the Effective Date as Building 39 or other tanks in below grade vaults at other locations) unless Declarant consents, in its sole discretion; (ii) installing, operating, or using any new or existing underground piping for the conveyance of any Hazardous Substances on or beneath the Property (whether waste or non-waste), other than stormwater, sanitary wastes or other wastes in compliance with all Environmental Laws and PVSC requirements; (iii) any recommissioning or reuse of the decommissioned chemical waste or other inactive pipelines remaining beneath the Property as of the Effective Date, which are comprised of all subsurface pipelines beneath the Property other than those indicated as active pipelines on the map attached hereto as **Exhibit D**; (iv) installing or operating any new subsurface structure (for example, without limitation, surface impoundments and sumps) that stores, treats or conveys Hazardous Substances, other than those wastes allowed to be conveyed in underground piping as specified in clause (ii) of this subsection or as required for any vapor extraction or mitigation system; and (v) installing or operating any stormwater detention basins or irrigation systems, other than those required and located in accordance with applicable Legal Requirements and in locations that Declarant, in its reasonable discretion, determines do not impair or adversely affect any of the groundwater Remediation Systems.

(d) As a prudent measure for the protection of human health and whether or not required by NJDEP, USEPA or other Environmental Regulatory Agencies, prior to occupancy, Property Occupants shall (i) for existing Buildings 123, 123A, 102, 76 and 1, install a vapor mitigation system beneath or above the foundation meeting NJDEP's March 2013 "Vapor Intrusion Technical Guidance", as such may be amended or superseded (the "VITG"), and (ii) for all new buildings constructed on the Property, install a vapor barrier or vapor mitigation system beneath the foundation (e.g., passive subslab ventilation piping or equivalent membrane protection) meeting the VITG; and each Property Occupant owning such existing or new building(s) shall at its sole cost and expense ensure the proper inspection, repair, and operation and maintenance of such vapor barrier or vapor mitigation systems in accordance with all applicable NJDEP guidelines and regulations. In the absence of applicable NJDEP guidelines and regulations, each Property Occupant owning such buildings will conduct proper inspections, repair, and operation and maintenance in accordance with best industry practice.

(e) There shall be no single family homes on the Property. In addition, should any Property Occupant, locate or use on the Property a day care center/child care center or a primary or secondary school at any level, including pre-school and kindergarten through the twelfth grade (K-12), the cost of any additional environmental investigation and response and the costs of compliance with other legal or regulatory requirements that are triggered by such uses will not be borne by Declarant but instead shall be borne exclusively by the entity placing or using such center or schools on the Property.

(f) Residential developments other than single family homes shall be allowed on the Property only where (i) all individual owners and occupants are prohibited from causing any soil disturbance anywhere within the development; (ii) access to outdoor areas that are owned by such owners or occupants in fee simple are permitted only so long as there exists a physical barrier preventing human contact with existing soils (for example, asphalt or concrete "caps" on top of the soil, or a minimum of twenty-four (24) inches of clean fill placed above a marker fabric installed on top of the underlying soil) and if the additional safeguards set forth in Exhibit E attached hereto are followed; and (iii) any soil disturbance in areas owned and maintained by a condominium association or similar community associations shall be subject to the restrictions more particularly set forth in Exhibit E attached hereto. Each Property Occupant shall observe and comply with these requirements at their sole cost and expense.

(g) Each Property Occupant, Property Occupant's Agent, and its invitees shall comply with all use restrictions and requirements imposed by or specified in any Deed Notice, Remedial Action Permit, LURP Permit, this Declaration, any other applicable NJDEP requirement or restriction and all applicable Environmental Laws in performing any development, construction, improvements or other work on the Property. If a Property Occupant or Property Occupant's Agent become aware of any release of Hazardous Substances into soil or groundwater on or beneath the Property after the Effective Date, regardless of its source, such entity shall notify Declarant of such release as soon as reasonably practicable, but in no event later than five (5) business days after the discovery. Thereafter such entity shall provide simultaneous copies to Declarant of any documents (including emails) sent to or received from Property Occupant's or Property Occupant's Agent's LSRP, NJDEP, USEPA or other Environmental Regulatory Agencies or the PVSC regarding such release. Such entity shall also

promptly provide supplemental information about such release as reasonably requested by Declarant.

(h) There are Hazardous Substances remaining in the soil and groundwater beneath the Property prior to the Effective Date and such Hazardous Substances shall remain after the Effective Date. There are decommissioned and closed underground chemical waste, chemical transfer, and other pipelines, and abandoned subsurface concrete structures, including but not limited to footings, foundations, basements, and sidewalls, (collectively, "**Subsurface Structures**") remaining in the ground throughout the Property. The incremental increase in costs of any development, construction, improvements or other work undertaken by a Property Occupant arising from such Hazardous Substances and Subsurface Structures, including but not limited to the costs of moving or removing such pipelines and other Subsurface Structures, the proper disposition of dewatering water, vapor intrusion controls, and the off-site transport and disposal of abandoned pipelines, other Subsurface Structures, or surplus soil in accordance with applicable Environmental Laws, shall be borne solely by such Property Occupant, without any contribution from or claim against Declarant, even where, the costs of such work are increased due to the presence of Hazardous Substances on the Property existing prior to the Effective Date. This includes without limitation the costs of complying with the requirements imposed on Property Occupant in this Declaration. Such Property Occupant and Property Occupant's Agents shall provide seven (7) business days' advance written notice to Declarant of any intended moving, handling, removal or alteration of any Subsurface Structures. Such Property Occupant and Property Occupant's Agents shall provide Declarant with a reasonable opportunity (at its option) to observe and photograph such activity as it occurs (whether such activity was intended or unintended) and to take samples of surrounding soil and take possession of any removed Subsurface Structures, at Declarant's sole cost.

(i) A Property Occupant and Property Occupant's Agents shall be responsible at its sole cost for the proper and lawful characterization, handling, packaging, transport and disposition of any excavated soil, excavated concrete or asphalt or groundwater generated during its construction and development activities or otherwise, and shall execute as generator all accompanying manifests and bills of lading. Within the context of Property Occupants and Property Occupant's Agents conducting the activities specified in Section 4(h) and this Section 4(i), such entities shall also be responsible, at its sole cost, for implementing appropriate environmental investigation and remediation for any contaminated soil or groundwater it encounters on the Property; provided, however, that this responsibility does not abrogate Declarant's obligations to NJDEP and USEPA under Environmental Laws to perform Declarant's Remedial Activities.

(j) A Property Occupant shall not undertake, and shall ensure that Property Occupant's Agents, invitees, other entities affiliated with or related by contract with Property Occupant shall not undertake, any development, construction, improvement or any other work on the Property that disturbs, damages, interferes with, or impedes the operation of the Remediation Systems or Declarant's Remedial Activities. Property Occupant shall not, and shall also ensure that such entities described in the preceding sentence shall not, tamper with or disturb any component of the Remediation Systems or enter any fenced area of a Remediation System

(except as authorized by Declarant), nor shall such entities use, discharge into, tamper; or disturb in any way the piping, tankage, trailers, or other portions of the Remediation Systems.

(k) Except for Declarant's implementation of Declarant's Remedial Activities, no person or entity shall extract groundwater beneath the Property for any purpose, including without limitation potable water use, agricultural/irrigation use, or as a commercial/industrial water supply well, but excluding construction dewatering.

(l) Property Occupants understand and agree that the current operation of the CUP located on the Property requires a Title V air permit from NJDEP, and it is anticipated that such permit will be required for the operation of the CUP after Closing. Property Occupant that owns the CUP shall be solely responsible for ensuring that it obtains all required environmental permitting necessary for its ownership of and operation on the Property, including but not limited to discharge permits from the PVSC (except for Declarant's PVSC permit obligations set forth in Section 2(f)), air discharge permits, NJPDES permits from NJDEP for the discharge of stormwater directly into St. Paul's Brook, and permits relating to existing underground storage tanks. Declarant shall reasonably cooperate with such Property Occupant (at no out-of-pocket cost to Declarant) in effectuating the transfer of any current environmental permits necessary for such Property Occupant's ownership of and operation of the CUP on the Property which can be lawfully transferred to such Property Occupant to the extent that such transfer does not impair Declarant's Remedial Activities.

5. **RELEASE.** By accepting a deed to all or any portion of the Property, entering into an easement, lease, license or other agreement for use, ownership or occupancy of all or any portion of the Property, or by using or occupying all or any portion of the Property, each Property Occupant, on behalf of itself, and its officers, directors, managers, agents, shareholders, subsidiaries, divisions, Affiliates, employees and assigns (collectively, "**Occupant Parties**"; each, an "**Occupant Party**") forever waives, releases, discharges and covenants not to sue Declarant, any Affiliate of Declarant, and their respective members, managers, partners, officers, directors, shareholders, trustees, beneficiaries, divisions, employees, contractors, agents, representatives, lenders and attorneys, and the Affiliates of each, and the heirs and assigns of each of the foregoing persons and entities ("**Declarant Indemnitees**") for any and all of the following: lost profits; lost rents; diminution in Property value; increased cost of financing; other business losses both direct and consequential; increased construction or development costs due to pre-Effective Date or post-Effective Date Hazardous Substances, the presence and operation of Remediation Systems, and the cost of complying with all the requirements imposed on Property Occupant in this Declaration (including without limitation the costs of moving, removing and proper disposition of any Subsurface Structures); cost of installing and maintaining vapor membranes and other requirements specified herein for residential developments; the cost of complying with the operation, maintenance, recordkeeping, and requirements arising from the remedial "caps" (including without limitation any costs and fees associated with any disturbance of the remedial "caps"); any costs of soil, soil gas, vapor, surface water or groundwater environmental investigation, monitoring, and remediation including consultant and attorney fees and costs; claims, suits, demands, actions, proceedings, damages, liens, fees (including without limitation attorney and expert fees and costs), fines, penalties, actions or causes of action (whether asserted by NJDEP, USEPA, or other Environmental

Regulatory Agencies or another public or private third party); expenses and costs and any other liabilities, whether known or unknown, matured or contingent, foreseen or unforeseen, ordinary or extraordinary, or patent or latent, incurred or suffered by Occupant Party or any Occupant Parties arising from Hazardous Substances present on or emanating from or migrating onto the Property either before or after Effective Date (collectively, "**Claims**"). This release of Claims does not extend to Claims to the extent they are caused by (1) Declarant's breach, nonfulfillment or nonperformance of Declarant's obligations specified in this Declaration and Environmental Easement, and (2) any damage or injury to persons or an Occupant Party's physical structures on the Property caused by Declarant's entry under the Environmental Easement.

6. **INDEMNIFICATION.**

(a) Each Property Occupant, on behalf of itself and its Occupant Parties, shall indemnify, defend (with counsel selected by Declarant), and hold harmless Declarant and Declarant Indemnitees from any and all Claims arising from: (1) such Property Occupant's or Occupant Party's breach of or nonfulfillment or nonperformance of covenants or obligations on its part to be performed or observed in this Declaration including, but not limited to, any damage caused by such Property Occupant or Occupant Party to the Remediation Systems; (2) any exacerbation of conditions at the Property caused by such Property Occupant or Occupant Party; and (3) any spill, discharge or other release of Hazardous Substances, other than by Declarant, (i) onto those portions of the Property in possession by the Property Occupant and Occupant Party and (ii) first occurring when the Property Occupant or an Occupant Party is using or occupying the Property or any portion thereof.

(b) The foregoing provisions of Section 6(a) shall not apply with regard to PB Nutlif Med, LLC ("**PB Med**") and its Occupant Parties and PB Nutlif Master, LLC ("**PB Master**") and its Occupant Parties. PB Med and its Occupant Parties, and PB Master and its Occupant Parties, shall indemnify, defend (with counsel selected by Declarant), and hold harmless Declarant and Declarant Indemnitees from any and all Claims arising from: (1) such Property Occupant's or Occupant Party's breach of or nonfulfillment or nonperformance of covenants or obligations on its part to be performed or observed in this Declaration including, but not limited to, any damage caused by such Property Occupant or Occupant Party to the Remediation Systems; (2) any exacerbation of conditions at the Property caused by such Property Occupant or Occupant Party; and (3) any spill, discharge or other release of Hazardous Substances, other than by Declarant, (i) onto those portions of the Property in possession by the Property Occupant and Occupant Party and (ii) first occurring when the Property Occupant or an Occupant Party is using or occupying the Property or any portion thereof. PB Med and PB Master shall be jointly and severally liable for each other's obligations under this Section 6(b), but PB Med and PB Master shall not be liable under this Section 6(b) with regard to a person or party that becomes a Property Occupant in the future and is not an Occupant Party of PB Med and its Occupant Parties or PB Master and its Occupant Parties. Upon the conveyance of title by PB Med or PB Master of all or any portion of the Property owned by it to a party other than an Occupant Party of PB Med or PB Master, and so long as the Property or portion conveyed is not owned by PB Med or any Occupant Party of PB Med or PB Master or any Occupant Party of PB Master, it is intended that the party conveying title will thereupon be released from any liability for any of the Claims described in Section 6(a) accruing after the date of such conveyance with

respect to the portion of the Property conveyed, but shall remain liable for Claims accruing prior to the date of such conveyance. For purposes of this Section 6(b), it is not intended that (i) PB Med or any Occupant Party of PB Med or PB Master or any Occupant Party of PB Master have any liability under this Section 6(b), joint or several, for an assignee that becomes a Property Occupant and is not an Affiliate of PB Med or PB Master for any Claims under Section 6(a) accruing after the date of such conveyance with respect to the portion of the Property conveyed, and (ii) an assignee that becomes a Property Occupant and is not an Affiliate of PB Med or PB Master shall have joint and several liability under this Section 6(b), but shall be liable as a Property Occupant under Section 6(a).

(i) By way of example only: if PB Master conveys the property owned by it to XYZ Corp, and XYZ Corp is not an Affiliate of PB Master, then: XYZ Corp will not be jointly and severally liable for Claims arising on the PB Med property, PB Med will not be jointly and severally liable for Claims arising on the XYZ Corp Property after the date of conveyance to XYZ Corp and XYZ Corp will be liable for Claims arising on its property as provided in Section 6(a).

(c) Declarant shall indemnify, defend and hold harmless each Property Occupant and Occupant Party for any damage or injury to persons or an Occupant Party's physical structures on the Property caused by Declarant's entry under the Environmental Easement.

7. **TIME.** Time is of the essence of this Declaration and each and every part thereof.

8. **NOTICES.** Any notice, demand, request, consent or approval under this Declaration must be in writing and shall be effective (i) immediately upon delivery in person; or (ii) one (1) business day after deposit with a commercial courier or delivery service for overnight delivery, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by and authorized to accept delivery for the recipient; or (iii) three (3) business days after deposit with the United States Postal Service, certified mail or express mail, postage prepaid. All notices must be addressed and delivered to Declarant at the address hereafter set forth or at such other address as Declarant makes known to Purchasers or any other Property Occupant by notice as provided herein. Notice to Purchasers shall be at the address set forth in the Purchase Agreement. Notice to any other Property Occupant shall be at its Property address. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, will be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

Hoffmann-La Roche Inc.
340 Kingsland Street, Bldg. 76, 8th Floor
Nutley, New Jersey 07110
Attention: Thomas G. Lyon, PE, VP and Site Head
Telecopy No.: (973) 562-3977
Email: tom.lyon@roche.com

With a copy to:
Genentech, Inc.

1 DNA Way, MS 49
South San Francisco, CA 94080
Attention: Thomas B. Ruby, Esq.
Telecopy No.: (650) 952-9881
Email: ruby.thomas@gene.com

With a copy to:
Genentech, Inc.
1 DNA Way, MS 49
South San Francisco, CA 94080
Attention: Gary Van Housen, Esq.
Telecopy No.: (650) 952-9881
Email: garyv@gene.com

With a copy to:
Deborah J. Schmall, Esq.
Paul Hastings LLP
55 Second Street, Twenty-Fourth Floor
San Francisco, CA 94105
Telecopy No.: (415) 856-7105
Email: deborahschmall@Paulhastings.com

With a copy to:
Gibbons P.C.
One Gateway Center
Newark, NJ 07102
Attention: Russell Bershad, Esq.
Telecopy No.: (973) 639-6345
Email: rbershad@gibbonslaw.com

9. **NOT A PUBLIC DEDICATION.** Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever.

10. **GOVERNING LAW.** This Declaration shall be construed and enforced in accordance with the laws of the State of New Jersey.

11. **AMENDMENTS.** This Declaration may be amended only by written instrument executed by Declarant and Purchasers or their successor owner or owners of the Property; *provided, however,* an amendment need only be executed by such successor owner or owners affected by an amendment, and provided, further, Property Occupants that are not Property owners need not execute an amendment to this Declaration. Any amendment to this Declaration shall be recorded in the recording offices of Essex County and Passaic County, New Jersey.

12. **SEVERABILITY.** If any term, covenant, condition or provision of this Declaration, or the application thereof to any person or circumstance, shall to any extent be held by a court of

competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Declaration, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

13. **INTERPRETATION.** All parties have been represented by counsel in the preparation and negotiation of this Declaration, and this Declaration shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Declaration. Unless the context clearly requires otherwise: (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; (v) "includes" and "including" are not limiting; and (vi) "days" means calendar days unless specifically provided otherwise.

14. **DAMAGES.** Notwithstanding any other provision of this Declaration to the contrary, in no event shall Declarant or Declarant Indemnitees be liable to any Property Occupant or Occupant Party for any punitive or consequential damages or damages for lost profits, lost rents, or loss of business by any Property Occupant or Occupant Party.

15. **SUCCESSORS AND ASSIGNS.**

This Declaration shall be binding upon and inure to the benefit of the Declarant, Declarant's Agents, its successors and assigns. This Declaration shall be binding upon and inure to the benefit of Purchasers, their Affiliates and each Property Occupant and its Affiliates by and upon accepting a deed to all or any portion of the Property, entering into an easement, lease, license or other agreement for use, ownership or occupancy of all or any portion of the Property, or by using or occupying all or any portion of the Property. The terms and provisions of this Declaration run with the land.

16. **DEFINITIONS.**

Key terms not defined in the body of this Declaration are defined in the list of definitions at **Exhibit C.**

17. **INCORPORATION INTO DEEDS AND LEASES.**

All of the conditions, restrictions, covenants, and background environmental information contained herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Property.

[Signatures on following page]

INTENDING TO BE LEGALLY BOUND, this Declaration has been executed by the Declarant on the day and year first above written.

WITNESS:

Nicole Taplin
Nicole Taplin

Nicole Taplin
Nicole Taplin

Nicole Taplin
Nicole Taplin

DECLARANT:

HOFFMANN-LA ROCHE INC.
INC., a New Jersey corporation
By: [Signature]
Name: Thomas G. Lyon, PE
Title: Vice President and Site Head

The undersigned consents and agrees to the foregoing terms and conditions of this Declaration as a Purchaser:

PB NUTCLIF MED, LLC,
a Delaware limited liability company
By: PB Nutclif I, LLC, its Sole Member
By: Prism Nutclif Partners, LLC, its Manager
By: Prism Nutclif Manager, LLC, its Manager

By: [Signature]
Name: Eugene Robert Diaz
Title: Manager and Member


The undersigned consents and agrees to the foregoing terms and conditions of this Declaration as a Purchaser:

PB NUTCLIF MASTER, LLC,
a Delaware limited liability company
By: PB Nutclif I, LLC, its Sole Member
By: Prism Nutclif Partners, LLC, its Manager
By: Prism Nutclif Manager, LLC, its Manager

By: [Signature]
Name: Eugene Robert Diaz
Title: Manager and Member

STATE OF NEW JERSEY)
) ss.:
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this 28th day of September, 2016, before me the subscriber, personally appeared Thomas G. Lyon, PE, the Vice President and Site Head of HOFFMANN-LA ROCHE INC., a New Jersey corporation, who I am satisfied is the person who has signed the within Instrument; and he did acknowledge that he (a) is duly authorized to sign this Instrument on behalf of said entity, and (b) signed and delivered the same as his voluntary act and deed and the voluntary act and deed of the entity named in this instrument.

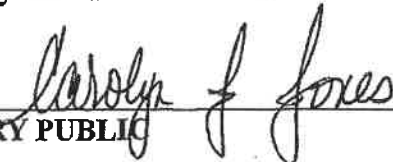

Notary Public

LUZ IVETTE ALICRA
COMMISSION NO. 2323851
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 11/21/20

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Middlesex)

I HEREBY CERTIFY, that on this 28th day of September, 2016, before me, a Notary Public of the State aforesaid, personally appeared Eugene Robert Diaz, who acknowledged himself to be the Manager and Member of PRISM NUTCLIF MANAGER, LLC, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of each of PB Nutclif Master, LLC and PB Nutclif Med, LLC, and that he as such Manager and Member executed the foregoing Agreement for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

CAROLYN J. JONES
Notary Public, State of New Jersey
No. 2443005
My Commission Expires: 2/12/2019

**EXHIBIT A
TO
DECLARATION OF ENVIRONMENTAL EASEMENTS AND RESTRICTIONS
PROPERTY DESCRIPTION
(attached)**

**Tax Blocks and Lots
(For Information Only)**

Nutley:

Block 102, Lots 2 and 9

Block 200, Lots 1-6 and 24

Block 201, Lot 1 (formerly a portion of Block 201, Lot 1)

Block 300, Lot 1 (formerly a portion of Block 300, Lot 1), Lots 1.01, 1.02 and 1.03 (formerly portions of Block 300, Lot 1 and Block 201, Lot 1), Lot 1.04 (formerly a portion of Block 300, Lot 1) and Lot 20

Block 2000, Lots 1, 4 and 5

Block 2101, Lot 1

Block 300, Lots 1, 1.01, 1.02, 1.03 and 1.04 and Block 201, Lot 1 as shown on a map entitled "Major Subdivision; Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as Map No. 4663.

Clifton:

Block 79.04, Lots 10 and 21

Block 80.02, Lots 1.01, 1.02, 4.01, 4.02, 4.03, 4.04 & 4.05 (formerly Block 80.02, Lots 1 and 4)

Block 80.02, Lots 1.01, 1.02, 4.01, 4.02, 4.03, 4.04 and 4.05 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as Map No. 3608.



LOT 10, BLOCK 79.04
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point in the southerly line of Isabella Street (50' wide), said point being South 54°11'22" East, a distance of 506.36' from the intersection of the southerly line of Isabella Street (50' wide) with the easterly line of Bloomfield Avenue (50' wide), and running thence;

1. Along the southerly line of Isabella Street (50' wide), South 54°11'22" East, a distance of 175.15' to a point, thence;
2. Along the easterly line of Isabella Street, North 24°06'38" East, a distance of 51.06' to a point, thence;
3. Along the dividing line between Block 79.04 Lot 10 and block 79.04 lot 6, North 20°55'08" East, a distance of 307.76' to a point, thence;
4. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 2, South 59°48'22" East, a distance of 399.00' to a point, thence;
5. Along the westerly line of Norfolk Southern (50' wide), South 8°03'48" West, a distance of 487.64' to a point, thence;
6. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 21, North 59°48'22" West, a distance of 689.81' to a point, thence;
7. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 19, North 24°06'38" East, a distance of 115.00' to the **POINT OF BEGINNING**.

Containing an area of 223,930 square feet or 5.141 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 21, BLOCK 79.04
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Bloomfield Avenue (50' wide), said point being North 24°06'38" East, a distance of 212.31' from the intersection of the easterly line of Bloomfield Avenue with the dividing line between Passaic County and Essex County, said point of beginning also being South 24°06'38" West, a distance of 251.06' from the intersection of the easterly line of Bloomfield Avenue and the southerly line of Isabella Street (50' wide), and running thence;

1. Along the easterly line of Bloomfield Avenue (50' wide), North 24°06'38" East, a distance of 51.06' to a point, running thence;
2. Along the northerly line of a private road, said line being the dividing line between Block 79.04 Lot 21 and Block 79.04 Lots 15 & 19 the following 3 courses, South 54°11'22" East, a distance of 311.59' to a point of curvature, running thence;
3. Still along the said northerly and dividing line, on a curve to the right having a radius of 363.10', an arc length of 170.74', the chord bearing South 40°43'08" East, a distance of 169.17' to a point of tangency, running thence;
4. Still along the said northerly and dividing line, South 27°14'52" East, a distance of 48.16' to a point, running thence;
5. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 19, North 24°06'38" East, a distance of 147.53' to a point, running thence;
6. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 10, South 59°48'22" East, a distance of 689.81' to a point, running thence;
7. Along the westerly line of Norfolk Southern (50' wide) the following 2 courses, South 8°03'48" West, a distance of 196.91' to a point of curvature, running thence;
8. Still along the said westerly line, on a curve to the left having a radius of 1935.08', an arc length of 256.28', the chord bearing South 4°16'09" West, a distance of 256.10' to a point, running thence;
9. Along the dividing line Passaic County and Essex County, said line being the dividing line between Block 79.04 Lot 21 and Block 200 Lots 1 & 2, Block 102 Lots 1 & 2, Block 101 Lots 1 & 2, North 55°11'22" West, a distance of 862.66' to a point, running thence;

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10. Along the dividing line Passaic County and Essex County, said line being the dividing line between Block 79.04 Lot 21 and Block 101 Lot 1, North $54^{\circ}18'52''$ West, a distance of 10.31' to a point, running thence;
11. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 26, North $24^{\circ}06'38''$ East, a distance of 153.83' to a point, running thence;
12. Along the southerly line of a private road, said line being the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 26 the following 3 courses, North $27^{\circ}14'52''$ West, a distance of 49.10' to a point of curvature, running thence;
13. Still along the said northerly and dividing line, on a curve to the left having a radius of 313.10', an arc length of 147.23', the chord bearing $n 40^{\circ}43'08'' w$, 145.87' to a point of tangency, running thence;
14. Still along the said northerly and dividing line, North $54^{\circ}11'22''$ West, a distance of 301.24', to the **POINT OF BEGINNING**.

Containing an area of 314,546 square feet or 7.221 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in dark ink, appearing to read 'Francis C. Wecht, Jr.', written in a cursive style.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 1.01, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at the intersection of the Easterly line of lot 1, block 79.02 and the northwest corner of lot 1.01, block 80.02, said point also having New Jersey State Plane Coordinates of North 730,403.2244 and East 586,744.5920 and running thence;

1. Along the Southerly line of Lot 2.01 in Block 80.02, line of lands of the city of Jersey City Water Supply, South 59°21'59" East, a distance of 603.47 feet to a point thence;
2. Along the same and on a curve to the right, having a radius of 175.00 feet, an arc length of 36.35 feet, whose chord bears South 53°24'54" East, a chord distance of 36.29 feet to a point, thence;
3. Along the same, South 47°27'50" East, a distance of 405.33 feet to a point in the westerly line of lot 3, block 80.02 thence;
4. Along said westerly line of lot 3, block 80.02, South 43°30'57" West, a distance of 27.34 feet to a point thence;
5. Along the same, South 10°45'13" East, a distance of 232.26 feet to a point thence;
6. Along the same, South 31°54'48" West, a distance of 584.29 feet to a point thence;
7. Along the same, South 13°05'13" East, a distance of 50.70 feet to a point thence;
8. Along the same, South 31°54'46" West, a distance of 24.55 feet to a point in the division line between the city of Clifton, Passaic County to the North, with the township of Nutley, Essex county to the South, thence;
9. Along said division line, North 54°41'40" West, a distance of 824.56 feet to a point of cusp on the Easterly line of lot 1, block 79.02 thence;
10. Along the same and on a curve to the right, having a radius of 1885.08 feet, an arc length of 284.03 feet, whose chord bears North 03°44'49" East, a chord distance of 283.76 feet to a point thence;
11. Along the same, North 08°03'48" East, a distance of 664.22 feet to the **POINT OF BEGINNING.**

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Containing an area of 842,273 square feet or 19.336 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.01 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, appearing to read 'F.C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 9/21/2016.



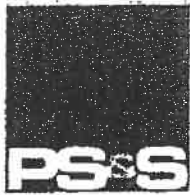
LOT 1.02, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point, said point being the intersection of the southerly line of New Jersey State Highway Route 3 (180' wide R.O.W.), with the northwesterly corner of Lot 1.02, Block 80.02, said point also having New Jersey State Plane Coordinates of North 730,625.8094 and East 586,776.1250 and running thence;

1. Along said right of way line, South 58°00'46" East, a distance of 60.17 feet to a point thence;
2. Along the same, South 08°03'48" West, a distance of 35.55 feet to a point thence;
3. Along the same, South 58°00'46" East, a distance of 1102.64 feet to a point in the Northerly line of Lot 3, Block 80.02, thence;
4. Along said Northerly line, South 43°30'57" West, a distance of 195.71 feet to a point in the Northerly line Lot 2.01 in Block 80.02, thence;
5. Along said Northerly line of Lot 2.01 in Block 80.02, North 47°27'50" West, a distance of 406.11 feet to a point thence;
6. Along the same and on a curve to the left, having a radius of 220.00 feet, an arc length of 45.70 feet, whose chord bears North 53°24'54" West, a chord distance of 45.62 feet to a point thence;
7. Along the same, North 59°21'59" West, a distance of 622.17 feet to a point in the Easterly line of Lot 1, Block 79.02, thence;
8. Along said Easterly line, North 08°03'48" East, a distance of 176.08 feet to the **POINT OF BEGINNING**.

Containing an area of 151,625 square feet or 3.481 acres more or less.

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Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.02 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', is written over a horizontal line. The signature is cursive and somewhat stylized.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 9/21/2016.



LOT 4.04, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point , said point being the intersection of the southerly line of water street (variable width R.O.W.), with the northwesterly corner of Lot 6, Block 80.02, said point also having New Jersey State Plane Coordinates of north 728,734.86 and east 588,622.34 and running thence;

1. Along the easterly line of Lot 4.04, Block 80.02, South 40°48'18" West, a distance of 485.26 feet to a point thence;
2. Along the same, South 37°37'52" West, a distance of 74.95 feet to a point, said point also being the county and township limit lines between city of Clifton, Passaic County to the north and the township of Nutley, Essex county to the south, thence;
3. Along said county line, North 54°41'40" West, a distance of 440.23 feet to a point on the division line between Lot 4.04 to the East and Lot 4.02 to the west in Block 80.02, thence;
4. Along the easterly line of Lot 4.02 in Block 80.02, North 31°54'46" East, a distance of 184.55 feet to a point, thence;
5. Along the northerly line of Lots 4.01 and 4.02 in Block 80.02, North 58°05'14" West, a distance of 604.47 feet to a point, thence;
6. Along the westerly line of Lot 4.01 in Block 80.02, South 31°54'46" West, a distance of 148.74 feet to a point, said point being the county and township limit line between the City of Clifton in Passaic County to the North and the Township of Nutley in Essex County to the South, thence;
7. Along said municipal boundary line, North 54°41'40" West, a distance of 99.25 feet to a point along the easterly line of Lot 3 in Block 80.02, thence;
8. Along said easterly line of Lot 3 in Block 80.02, North 31°54'46" East, a distance of 36.39 feet to a point, thence;
9. Along the same, North 13°05'13" West, a distance of 50.70 feet to a point, thence;
10. Along the same, North 31°54'48" East, a distance of 583.70 feet to a point, thence;
11. Along the same, North 10°45'13" West, a distance of 229.21 feet to a point, thence;

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12. Along the same, North $43^{\circ}30'57''$ East, a distance of 14.96 feet to the southerly line of Lot 2.03 in Block 80.02, lands of Jersey City Water Supply Company, thence;
13. Along said southerly line, South $47^{\circ}27'50''$ East, a distance of 185.34 feet to a point of curvature, thence;
14. Along the same and on a curve to the right, having a radius of 174.99 feet, an arc length of 11.03 feet, whose chord bears South $45^{\circ}39'32''$ East, a chord distance of 11.02 feet to a point, thence;
15. Along the same, South $43^{\circ}51'15''$ East, a distance of 1100.56 feet to a point along the westerly line of Water Street (variable width R.O.W.) thence;
16. Along said westerly line of Water Street, south $38^{\circ}53'45''$ west, a distance of 7.26 feet to a point thence;
17. Along the southerly line of Water Street, South $44^{\circ}06'15''$ East, a distance of 159.56 feet to the **POINT OF BEGINNING**.

Containing an area of 753,370 square feet or 17.295 acres more or less.

Excepting therefrom Lot 4.03 in Block 80.02, as described below.

BEGINNING at a point, said point being distant of 122.39 feet on a bearing of North $70^{\circ}48'27''$ West from the intersection of the westerly line of Lot 6 in Block 80.02 and the easterly line of Lot 4.04 in Block 80.02, said point also being in the southerly right of way line of Water Street (variable width R.O.W.) and running thence;

1. On a curve the right, having a radius of 70.00 feet, an arc length of 103.74 feet, whose chord bears South $1^{\circ}38'59''$ East, a chord distance of 94.50 feet to a point of tangency, thence;
2. South $40^{\circ}48'18''$ West, a distance of 263.03 feet to a point, thence;
3. North $58^{\circ}05'14''$ West, a distance of 364.13 feet to a point, thence;
4. North $31^{\circ}54'46''$ East, a distance of 379.86 feet to a point, thence;
5. South $58^{\circ}05'14''$ East, a distance of 186.93 feet to a point, thence;
6. South $44^{\circ}06'15''$ East, a distance of 170.67 feet to the **POINT OF BEGINNING**.

Containing an area of 142,042 square feet or 3.261 acres more or less.



Remaining area of Lot 4.04 in Block 80.02= 611,328 square feet or 14.034 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.04 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', is written over a horizontal line. The signature is cursive and somewhat stylized.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 4.05, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point, said point being the intersection of the southerly line of New Jersey State Highway Route 3 (180' wide right of way) and the westerly line of Colin Avenue (50' wide right of way), said point also having New Jersey State Plane Coordinates of North 729,283.46 and East 588,860.54 and running thence;

1. Along said westerly line of Colin Avenue, South 35°30'45" West a distance of 497.04 feet thence;
2. On a curve to the right, having a radius of 10.00 feet, an arc length of 17.56 feet, whose chord bears South 85°49'05" West, a chord distance of 15.39 feet, to a point along the northerly line of Lot 2.03 in Block 80.02, thence;
3. Along the northerly line of Lot 2.03 in Block 80.02, North 43°51'15" West, a distance of 1112.36 feet to a point of curvature, thence;
4. Along the same, and on a curve to the left, having a radius of 220.00 feet, an arc length of 13.86 feet, whose chord bears North 45°39'32" West a chord distance of 13.86 feet to a point, thence;
5. Along the same, North 47°27'50" West, a distance of 184.57 feet, to a point in the easterly line of lot 3 in block 80.02, thence;
6. Along the same, North 43°30'57" East, a distance of 200.38 feet to a point in the southerly line of New Jersey State Highway Route 3, thence;
7. Along said southerly line of Route 3, South 58°00'46" East, a distance of 1276.50 feet to the **POINT OF BEGINNING**.

Containing an area of 449,874 square feet or 10.328 acres more or less.

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Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.05 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, which appears to read 'Francis C. Wecht, Jr.', is written over a horizontal line. The signature is cursive and somewhat stylized.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 2, BLOCK 102
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the westerly line of Windsor Place (50' wide), said point being North 34°59'02" East, a distance of 450.00' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the dividing line between Block 102 Lot 2 and Block 102 Lot 9, North 55°00'58" West, a distance of 177.44" to a point, running thence;
2. Along the dividing line between Block 102 Lot 2 and Block 102 Lots 17 through 22 & 1, North 34°51'38" East, a distance of 307.39' to a point, running thence;
3. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 102 Lot 2 and Block 79.04 Lot 24, South 55°11'22" East, a distance of 178.10' to a point, running thence;
4. Along the westerly line of Windsor Place (50' wide), South 34°59'02" West, a distance of 307.92' to the **POINT OF BEGINNING**.

Containing an area of 54,691 square feet or 1.255 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
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June 28, 2016.

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LOT 9, BLOCK 102
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being North 32°34'28" West, a distance of 191.10' from the intersection of the northerly line of Kingsland Street (50' wide) with the westerly line of Windsor Place (50' wide), and running thence;

1. Along the dividing line between Block 102 Lot 9 and Block 102 Lots 10, 13 through 17, North 34°51'38" East, a distance of 377.06' to a point, running thence;
2. Along the dividing line between Block 102 Lot 9 and Block 102 Lot 2, South 55°00'58" East, a distance of 177.44' to a point, running thence;
3. Along the westerly line of Windsor Place (50' wide), South 34°59'02" West, a distance of 100.00', to a point, running thence;
4. Along the dividing line between Block 102 Lot 9 and Block 102 Lot 3, North 55°00'58" West, a distance of 105.00' to a point, running thence;
5. Along the dividing line between Block 102 Lot 9 and Block 102 Lots 3 through 6 & 8, South 34°59'02" West, a distance of 306.64', to a point, running thence;
6. Along the northerly line of Kingsland Street (50' wide), North 32°34'28" West, a distance of 77.50', to the **POINT OF BEGINNING**.

Containing an area of 38,719 square feet or 0.888 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

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LOT 1, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Windsor Place (50' wide), said point being n 34°59'02" e, 627.59' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the easterly line of Windsor Place (50' wide), North 34°59'02" East, a distance of 151.25' to a point, running thence;
2. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 200 Lot 1 and Block 79.04 Lot 21, South 55°11'22" East, a distance of 85.01' to a point, running thence;
3. Along the dividing line between Block 200 Lot 1 and Block 200 Lot 2 the following 8 courses, North 68°38'37" West, a distance of 19.44' to a point, running thence;
4. Still Along the said dividing line, South 85°08'46" West, a distance of 6.53' to a point, running thence;
5. Still Along the said dividing line, South 36°09'02" West, a distance of 60.44' to a point, running thence;
6. Still Along the said dividing line, South 17°07'58" East, a distance of 29.11' to a point, running thence;
7. Still Along the said dividing line, South 55°17'58" East, a distance of 15.00' to a point, running thence;
8. Still Along the said dividing line, South 12°12'58" East, a distance of 16.00' to a point, running thence;
9. Still Along the said dividing line, South 39°26'02" West, a distance of 44.00' to a point, running thence;
10. Still Along the said dividing line, South 34°42'02" West, a distance of 9.78' to a point, running thence;
11. Along the dividing line between Block 200 Lot 1 and Block 200 Lot 24, North 55°00'58" West, a distance of 106.22' to the **POINT OF BEGINNING**.

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Containing an area of 12,423 square feet or 0.285 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written in a cursive style.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 2, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point, said point being the intersection of the westerly line of Norfolk Southern (50' wide) with the dividing line between Essex County and Passaic County, and running thence;

1. Along the westerly line of Norfolk Southern (50' wide) Along a curve to the left having a radius of 1935.08', an arc length of 402.07', the chord bearing, South 5°28'39" East, a distance of 401.34' to a point, running thence;
2. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 3, North 56°03'28" West, a distance of 314.54' to a point, running thence;
3. Along the dividing line between Block 200 Lot 2 and Block 200 Lots 24 & 1, North 34°42'02" East, a distance of 169.12' to a point, running thence;
4. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 39°26'02" East, a distance of 44.00' to a point, running thence;
5. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 12°12'58" West, a distance of 16.00' to a point, running thence;
6. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 55°17'58" West, a distance of 15.00' to a point, running thence;
7. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 17°07'58" West, a distance of 29.11' to a point, running thence;
8. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 36°09'02" East, a distance of 60.44' to a point, running thence;
9. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 85°08'46" East, a distance of 6.53' to a point, " running thence;
10. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, South 68°38'37" East, a distance of 19.44' to a point, running thence;
11. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 200 Lot 2 and Block 79.04 Lot 21, South 55°11'22" East, a distance of 76.03', to the **POINT OF BEGINNING**.

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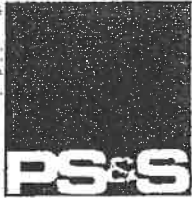


Containing an area of 58,209 square feet or 1.336 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.' with a stylized flourish at the end.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 3, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the westerly line of Norfolk Southern (50' wide), said point being North 26°03'12" West, a distance of 165.77' from the intersection of the westerly line of Norfolk Southern (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 4, North 62°17'28" West, a distance of 178.88' to a point, running thence;
2. Along the dividing line between Block 200 Lot 3 and Block 200 Lots 4, 5 & 6, North 60°17'56" West, a distance of 87.68' to a point, running thence;
3. Along the rear line of Lots fronting on Kingsland Street, North 56°03'28" West, a distance of 435.96' to a point, running thence;
4. Along the rear line of Block 200 Lot 16, North 55°17'58" West, a distance of 50.00' to a point, running thence;
5. Along the rear line of Lots fronting on Windsor Place, North 34°40'34" East, a distance of 300.00' to a point, running thence;
6. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 23, North 55°00'58" West, a distance of 0.66' to a point, running thence;
7. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 24, North 34°42'02" East, a distance of 47.60' to a point, running thence;
8. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 2, South 56°03'28" East, a distance of 314.54' to a point, running thence;
9. Along the westerly line of Norfolk Southern (50' wide) on a curve to the left having a radius of 1935.08', an arc length of 493.89', the chord bearing, South 18°44'29" East, a chord distance of 492.55', to a point of tangency, running thence;
10. Still along the westerly line of Norfolk Southern (50' wide), South 26°03'12" East, a distance of 47.51', to the **POINT OF BEGINNING**.

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Containing an area of 181,265 square feet or 4.161 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read "Francis C. Wecht, Jr." with a stylized flourish at the end.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 4, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (variable width) where it intersects the westerly line of Norfolk Southern (50' wide), and running thence;

1. Along the northerly line of Kingsland Street (variable width), North 72°11'58" West, a distance of 113.85' to a point, running thence;
2. Along the northerly line of Kingsland Street (variable width), North 67°06'28" West, a distance of 228.25' to a point, running thence;
3. Along the dividing line between Block 200 Lot 4 and Block 200 Lot 5 (former westerly line of miller street), North 22°53'32" East, a distance of 100.68' to an angle point, running thence;
4. Still along the dividing line on a curve to the right having a radius of 2005.00', an arc length of 47.65', the chord bearing North 22°50'33" West, a chord distance of 47.65' to an angle point, running thence;
5. Along the dividing line between Block 200 Lot 4 and Block 200 Lot 3 the following 2 courses, South 60°17'56" East, a distance of 87.68' to a point, running thence;
6. Still along the dividing line, South 62°17'28" East, a distance of 178.88' to a point, running thence;
7. Along the westerly line of Norfolk Southern (50' wide), South 26°03'12" East, a distance of 150.39', to the **POINT OF BEGINNING**.

Containing an area of 33,765 square feet or 0.775 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.



LOTS 5 & 6, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being n 67°06'28" w, 353.26' from the intersection of the northerly line of Kingsland Street (50' wide) with the westerly line of Norfolk Southern (50' wide), and running thence;

1. Along the northerly line of Kingsland Street (50' wide), North 67°06'28" West, a distance of 73.74' to a point of non-tangency, running thence;
2. Still along the northerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 1292.15', an arc length of 52.15', the chord bearing, North 63°45'15" West, a chord distance of 52.14' to a point, running thence;
3. Along the dividing line between Block 200 Lot 6 and Block 200 Lot 7, North 34°42'02" East, a distance of 145.83' to a point, running thence;
4. Along the dividing line between Block 200 Lots 5 & 6 and Block 200 Lot 3 the following 2 courses, South 56°03'28" East, a distance of 60.00' to a point, running thence;
5. Still along the dividing line, South 60°17'56" East, a distance of 2.96' to a point, running thence;
6. Along the dividing line between Block 200 Lot 5 and Block 200 Lot 4 (former westerly line of Miller Street), on a curve to the left having a radius of 2005.00', an arc length of 47.65', the chord bearing South 22°50'33" East, a chord distance of 47.65' to an angle point, running thence;
7. Still along the dividing line, South 22°53'32" West, a distance of 100.68' to the point of beginning.

Containing an area of 14,790 square feet or 0.340 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.



LOT 24, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Windsor Place (50' wide), said point being North 34°59'02" East, a distance of 420.65' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the easterly line of Windsor Place (50' wide), North 34°59'02" East, a distance of 206.94' to a point, running thence;
2. Along the dividing line between Block 200 Lot 24 and Block 200 Lot 1, South 55°00'58" East, a distance of 106.22' to a point, running thence;
3. Along the dividing line between Block 200 Lot 24 and Block 200 Lots 2 & 3, South 34°42'02" West, a distance of 206.94' to a point, running thence;
4. Along the dividing line between Block 200 Lot 24 and Block 200 Lot 23, North 55°00'58" West, a distance of 107.24' to the **POINT OF BEGINNING**.

Containing an area of 22,087 square feet or 0.507 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.

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LOT 1, BLOCK 201
(WESTERN PORTION)
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (variable width) where it intersects the easterly line of Norfolk Southern (50' wide), and running thence;

1. Along the easterly line of Norfolk Southern (50' wide) the following 2 courses,
2. North $26^{\circ}03'12''$ West, a distance of 255.32' to a point of curvature, running thence;
3. Still along the easterly line of Norfolk Southern on a curve to the right, having a radius of 1885.08', an arc length of 838.43', the chord bearing, North $13^{\circ}18'41''$ West, a distance of 831.54' to a point, running thence;
4. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 201 Lot 1 (Western Portion) and Block 80.02 Lot 1.01 in the City of Clifton, South $54^{\circ}41'40''$ East, a distance of 824.56' to a point, running thence;
5. Along the dividing line between Block 201 Lot 1 (Western Portion) and the PSE&G right of way, the following 2 courses, South $31^{\circ}54'46''$ West, a distance of 386.64' to a point, running thence;
6. Still, along the dividing line, South $30^{\circ}52'19''$ West, a distance of 282.36' to a point, running thence;
7. Along the northerly line of Kingsland Street (variable width), North $66^{\circ}58'10''$ West, a distance of 21.78' to the **POINT OF BEGINNING**.

Containing an area of 332,518 square feet or 7.634 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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Being portion of Lot 1 (Western Portion) in Block 201 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, which appears to read 'Francis C. Wecht, Jr.', is written over a thin horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



**LOT 1, BLOCK 201
(EASTERN PORTION)
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY**

BEGINNING at an angle point in the northerly line of Kingsland Street (variable width), said point the intersection of the northerly line of Kingsland Street (variable width) with the easterly line of PSE&G right of way, and running thence;

1. Along said easterly line of PSE&G right of way, North $30^{\circ}52'19''$ East, a distance of 278.69' to an angle point, thence;
2. Along the same, North $31^{\circ}54'46''$ East, a distance of 384.93' to a point, said point also being the northerly township limits of the township of Nutley, Essex County, running thence;
3. Along said limits, South $54^{\circ}41'40''$ East, a distance of 99.25 to a point, running thence;
4. Leaving said limit line, and along the westerly line of Lot 1.03 and Lot 1.02 in Block 300, South $31^{\circ}54'46''$ West, a distance of 593.79' to a point, running thence;
5. Along the southerly line of Lot 1.02 in Block 300, North $58^{\circ}05'14''$ East, a distance of 70.96' to a point along the block limit line between Block 201 to the west and Block 300 to the East, running thence;
6. Along said block limit line South $30^{\circ}52'52''$ West, a distance of 65.01' to a point on the northerly line of Lot 1.01 in Block 300, running thence;
7. Along the same, North $58^{\circ}05'14''$ West, a distance of 72.13' to a point, running thence;
8. Along the westerly line of Lot 1.01 in Block 300, South $31^{\circ}54'46''$ West, a distance of 14.06' to a point of cusp in the northerly line of Kingsland Street, (variable width R.O.W.), running thence;
9. On a curve to the left, having a radius of 180.00', and arc length of 4.07 whose chord bears North $22^{\circ}10'35''$ West, a chord distance of 4.07' to a cusp, running thence;
10. Along the same and on a curve to the left, having a radius of 95.00', and arc length of 73.20' whose chord bears North $44^{\circ}53'55''$ West, a chord distance of 71.40' to a point of tangency, running thence;

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11. Along the same, North $66^{\circ}58'10''$ West, a distance of 21.46' to the **POINT OF BEGINNING.**

Containing an area of 69,403 square feet or 1.593 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1 (Eastern Portion) in Block 201 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', is written over a horizontal line. The signature is cursive and somewhat stylized.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 9/23/2016.



LOT 1, BLOCK 300
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being the intersection of the westerly line of Lot 58 in Block 300 and the easterly line of Lot 1 in Block 300 and running thence;

1. Along the northerly line of Kingsland Street (variable width R.O.W), North $75^{\circ}11'08''$ West, a distance of 165.98' to a point of curvature, thence;
2. Along the same on a curve to the right having a radius of 2,108.68', an arc length of 153.72', whose chord bears North $73^{\circ}05'50''$ West, a chord distance of 153.68' to a point, thence;
3. Along the same, North $20^{\circ}10'52''$ East, a distance of 3.00' to a point of cusp, thence;
4. Along the same on an arc to the right, having a radius of 2112.36', an arc length of 42.87', whose chord bears North $70^{\circ}24'00''$ West, a chord distance of 42.87' to a point of tangency, thence;
5. Along the same, North $69^{\circ}49'15''$ West, a distance of 51.02' to a point of curvature, thence;
6. Along the same on a curve to the right, having a radius of 415.00' an arc length of 190.12', whose chord bears North $56^{\circ}41'42''$ West, a chord distance of 188.46' to a point, thence;
7. Leaving said right of way and along the easterly line of Lot 1.01 in Block 300 North $31^{\circ}54'46''$ East, a distance of 381.11', to a point, thence ;
8. Along the northerly line of Lot 1.01 in Block 300, North $58^{\circ}05'14''$ West, a distance of 532.34' to a point, said point being the block limit line between Block 201 to the West and Block 300 to the East, thence;
9. Along said block limit line, North $30^{\circ}52'52''$ East, a distance of 65.01' to a point along the southerly line of Lot 1.02 in Block 300, thence;
10. Along the southerly line of Lots 1.02 and 1.04 in Block 300, South $58^{\circ}05'14''$ East, a distance of 533.51' to a point, thence;
11. Along the easterly line of Lot 1.04 in Block 300, North $31^{\circ}54'46''$ East, a distance of 557.95 to a point in the Municipal Boundary Line between the Township of

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Nutley, Essex County to the south and the City of Clifton, Passaic County to the North, thence;

12. Along said Municipal Boundary Line, South $54^{\circ}41'40''$ East, a distance of 440.23' to a point thence;
13. Along the westerly line of Lots 2 through 13 in Block 300, South $37^{\circ}37'52''$ West, a distance of 513.93' to a point, thence;
14. Along the northerly line of Lots 16 and 20 in Block 300, North $44^{\circ}25'38''$ West, a distance of 218.72' to a point, thence;
15. Along the westerly line of Lots 20 and 21 and the westerly right of way line of Montclair Street (50' wide R.O.W.), South $20^{\circ}10'52''$ West, a distance of 372.05' to a point, thence;
16. Along the northerly line of Lots 21 through 28 in Block 300, South $75^{\circ}11'08''$ East, a distance of 305.99;' to a point thence;
17. Along the westerly line of Lot 58 in Block 300, South $14^{\circ}48'52''$ West, a distance of 150.00' to the **POINT OF BEGINNING**.

Containing an area of 404,374 square feet or 9.283 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 20, BLOCK 300
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Montclair Avenue (50' wide) where it intersects the easterly line of Block 300 Lot 1, and running thence;

1. Along the dividing line between Block 300 Lot 20 and Block 300 Lot 1 the following 2 courses, North 20°10'52" East, a distance of 221.39' to a point, running thence;
2. Still along the dividing line, South 44°25'38" east, a distance of 187.65' to a point, running thence;
3. Along the rear line of Lots fronting on Montclair Avenue, North 75°11'08" West, a distance of 122.05' to a point, running thence;
4. Along the dividing line between Block 300 Lot 20 and Block 300 Lot 19, South 20°10'52" West, a distance of 125.00' to a point, running thence;
5. Along the northerly line of Montclair Avenue (50' wide), North 75°11'08" West, a distance of 48.22' to the **POINT OF BEGINNING**.

Containing an area of 14,171 square feet or 0.325 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.

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LOT 1 IN BLOCK 2000
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the southerly line of Kingsland Street (50' wide), said point being the following 3 courses from the intersection of the southerly line of Kingsland Street (50' wide) with the westerly line of hillside avenue (50' wide) a. Along the southerly line of Kingsland Street (50' wide), North 55°15'11" West, a distance of 198.80' to a point, running thence; b. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2913.68', and arc length of 229.85', the chord bearing North 59°21'04" West, a chord distance of 229.79' to a point of compound curvature, running thence; c. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 815.45', and arc length of 69.40', the chord bearing North 64°02'57" West, a chord distance of 69.38' to the point of beginning, running thence;

1. Along the dividing line between Block 2000 Lot 1 and Block 2000 Lots 2 & 3, South 37°29'03" West, a distance of 217.81' to a point, running thence;
2. Along the dividing line between Block 2000 Lot 1 and Block 2000 Lot 5, North 64°56'28" West, a distance of 35.56' to a point, running thence;
3. Along the dividing line between Block 2000 Lot 1 and Block 2101 Lot 1, North 37°29'22" East, a distance of 216.00' to a point, running thence;
4. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 815.70', an arc length of 35.98', the chord bearing South 67°45'27" East, a chord distance of 35.97' to the **POINT OF BEGINNING**.

Containing an area of 7,534 square feet or 0.172 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.

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LOTS 4 & 5 IN BLOCK 2000 &
LOT 1 IN BLOCK 2101
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the southerly line of Kingsland Street (50' wide), said point being the following 2 courses from the intersection of the southerly line of Kingsland Street (50' wide) with the westerly line of hillside avenue (50' wide) a. Along the southerly line of Kingsland Street (50' wide), North 55°15'11" West, a distance of 198.80' to a point, running thence; b. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2913.68', and arc length of 100.46', the chord bearing North 58°04'44" West, a distance of 100.45' to the point of beginning, running thence;

1. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lot 6, South 37°27'52" West, a distance of 149.81' to a point, running thence;
2. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lots 6 & 7, South 58°05'08" East, a distance of 110.51' to a point, running thence;
3. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lots 12 through 18 & 20, South 37°27'52" West, a distance of 468.68' to a point, running thence;
4. Along the northerly line of a tract excepted from the overall parcel as per deed book 4271 page 899, said northerly line know being the dividing line between Block 2000 Lot 5 and Block 2000 Lot 27, North 54°30'08" West, a distance of 122.95' to a point of curvature, running thence;
5. Still partially along the northerly line of a tract excepted from the overall parcel as per deed book 4271 page 899, said northerly line know being the dividing line between Block 2000 Lot 5 and Block 2000 Lot 27, and then continuing along the dividing line between Block 2000 Lot 4 and Block 2000 Lot 27 on a curve to the left having a radius of 870.53', an arc length of 98.76', the chord bearing, North 57°45'08" West, a chord distance of 98.71' to a point of compound curvature, running thence;
6. Along the dividing line between Block 2000 Lot 5 & Block 2101 Lot 1 and Block 2000 Lot 27 on a curve to the left having a radius of 699.13', an arc length of 186.22', the chord bearing, North 68°37'39" West, a chord distance of 185.67' to a point of compound curvature, running thence;
7. Along the dividing line between Block 2101 Lot 1 and Block 2000 Lot 27 on a curve to the left having a radius of 260.08', an arc length of 145.28', the chord bearing, South 87°44'43" West, a chord distance of 143.39' to a point, running thence;

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8. Along the easterly line of Norfolk Southern (1/2 width 40') the following 3 courses, North $21^{\circ}42'08''$ West, a distance of 157.93' to a point of curvature, running thence;
9. Still along the easterly line of Norfolk Southern (1/2 width 40') on a curve to the left having a radius of 2905.00', an arc length of 220.55', the chord bearing North $23^{\circ}52'38''$ West, a chord distance of 220.50' to a point of tangency, running thence;
10. Still along the easterly line of Norfolk Southern (1/2 width 40'), North $26^{\circ}03'08''$ West, a distance of 111.99' to an angle point in Norfolk Southern, running thence;
11. Along the northerly line of Norfolk Southern, South $38^{\circ}43'52''$ West, a distance of 16.58' to an angle point in Norfolk Southern, running thence;
12. Along the easterly line of Norfolk Southern (variable width), North $26^{\circ}03'08''$ West, a distance of 409.97' to a point, running thence;
13. Along the dividing line between Block 2101 Lot 1 and Block 2101 Lot 2, North $63^{\circ}56'52''$ East, a distance of 4.46' to a point, running thence;
14. Along the southerly line of Kingsland Street (variable width) on a curve to the left having a radius of 149.48', an arc length of 114.18', the chord bearing South $47^{\circ}56'10''$ East, a chord distance of 111.42' to a point, running thence;
15. Still along the southerly line of Kingsland Street (variable width), South $69^{\circ}49'08''$ East, a distance of 178.84' to a point of curvature, running thence;
16. Along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2158.68', an arc length of 202.19', the chord bearing South $72^{\circ}30'08''$ East, a chord distance of 202.12' to a point of tangency, running thence;
17. Still along the southerly line of Kingsland Street (50' wide), South $75^{\circ}11'08''$ East, a distance of 454.25' to a point of curvature, running thence;
18. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 815.70', an arc length of 87.76', the chord bearing South $72^{\circ}06'12''$ East, a chord distance of 87.72' to a point, running thence;
19. Along the dividing line between Block 2101 Lot 1 and Block 2000 Lot 1, South $37^{\circ}29'22''$ West, a distance of 216.00' to a point, running thence;
20. Along the dividing line between Block 2000 Lot 4 and Block 2000 Lots 1 & 3, South $64^{\circ}56'28''$ East, a distance of 116.80' to a point, running thence;



21. Along the dividing line between Block 2000 Lot 4 and Block 2000 Lot 3, North $37^{\circ}29'22''$ East, a distance of 216.00' to a point, running thence;
22. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 2913.68', an arc length of 107.80', the chord bearing South $60^{\circ}19'28''$ East, a chord distance of 07.80' to the **POINT OF BEGINNING**.

Containing an area of 502,416 square feet or 11.534 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



**LOT 1.04, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point, said point being the terminus point of the course No. 3 of Lot 1.02 in Block 300, and running thence.

1. North 31°54'46" East, a distance of 565.36 feet to a point in the municipal line between the Township of Nutley, Essex County to the south and the City of Clifton Passaic County to the north, thence;
2. Along said municipal line, South 54°41'40" East, a distance of 125.21 feet to a point, thence;
3. Leaving said municipal line, South 31°54'46" West, a distance of 557.95 feet to a point, thence;
4. North 58°05'14" West, a distance of 125.00 feet to the **POINT OF BEGINNING**.

Containing an area of 70,207 square feet or 1.612 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.04 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

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Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

T. 732.660.9700



**LOT 1.03, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**


BEGINNING at a point, said point being the terminus point of the course No. 1 of Lot 1.02 in Block 300, and running thence.

1. North 31°54'46" East, a distance of 222.54 feet to a point in the municipal line between the Township of Nutley, Essex County to the south and the City of Clifton, County of Passaic to the North, thence;
2. Along said municipal line, South 54°41'40" East, a distance of 480.32 feet to a point, thence;
3. Leaving said municipal line, South 31°54'46" West, a distance of 194.11 feet to a point, thence;
4. Along the dividing line between Block 300, Lot 1.03 and Block 300, Lot 1.02, North 58°05'14" West, a distance of 479.48 feet to the **POINT OF BEGINNING**.

Containing an area of 99,886 square feet or 2.293 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.03 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.


Francis C. Wecht, Jr.
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NJ License No. 27190
August 1, 2016.

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t. 732.560.9700



**LOT 1.02, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point on the northerly line of Kingsland Street (variable width right of way), said point being distant of 113.56 feet on a bearing of North 87°47'48" East from westerly corner of Lot 1 in Block 201 (Eastern Portion) and running thence.

1. North 31°54'46" East, a distance of 371.25 feet to a point, thence;
2. South 58°05'14" East, a distance of 479.48 feet to a point, thence;
3. South 31°54'46" West, a distance of 371.25 feet to a point, thence;
4. North 58°05'14" West, a distance of 479.48 feet to the **POINT OF BEGINNING**.

Containing an area of 178,003 square feet or 4.086 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.02 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

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**LOT 1.01, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point on the northerly line of Kingsland Street (variable width right of way), said point being the following three (3) courses from the westerly corner of Lot 1 (Eastern Portion) in Block 201;

- a. Along the northerly Right of Way line of Kingsland Street, South $66^{\circ}58'10''$ East, a distance of 21.46 feet to a point on the same, thence;
- b. On a curve to the right, having a radius of 95.00 feet, and arc length of 73.20 feet, whose chord bears South $44^{\circ}53'55''$ East, a chord distance of 71.40 feet to a point of cusp, thence;
- c. On a curve to the right, having a radius of 180.00 feet, an arc length of 4.07 feet, whose chord bears South $22^{\circ}10'35''$ East, a chord distance of 4.07 feet to a point and running thence.
 1. Leaving said northerly right of way line, North $31^{\circ}54'46''$ East, a distance of 14.06 feet to a point, thence;
 2. South $58^{\circ}05'14''$ East. A distance of 604.47 feet to a point, thence;
 3. South $31^{\circ}54'46''$ West, a distance of 381.11 feet to a point of cusp on the northerly right of way line of Kingsland Street (variable width R.O.W.), thence;
 4. Along the same, on a curve to the right, having a radius of 415.00 feet, an arc length of 110.64 feet, whose chord bears North $35^{\circ}56'02''$ West, a chord distance of 110.31 feet to an angle point, thence;
 5. Along the same, South $37^{\circ}03'52''$ West, a distance of 3.76 feet to an angle point, thence;
 6. Along the same, North $26^{\circ}03'11''$ West, a distance of 533.68 feet to a point of curvature, thence;
 7. Along the same, on a curve to the right, having a radius of 70.00 feet, an arc length of 23.00 feet, whose chord bears South $16^{\circ}38'25''$ East, a chord distance of 22.90 feet to a point of reverse curvature, thence;

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T. 732.560.9700



8. Along the same, on a curve to the left having a radius of 180.00 feet, an arc length of 44.93 feet, whose chord bears North 14°22'40" West, a chord distance of 44.81 feet to the point and **PLACE OF BEGINNING**.

Containing an area of 130,289 square feet or 2.991 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.01 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, appearing to read 'F.C. Wecht, Jr.', is written over a horizontal line. The signature is stylized and cursive.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.



**LOT 4.03, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**

BEGINNING at a point, said point being distant of 122.39 feet on a bearing of North 70°48'27" West from the intersection of the westerly line of Lot 6 in Block 80.02 and the easterly line of Lot 4.04 in Block 80.02, said point also being in the southerly right of way line of Water Street (variable width R.O.W.) and running thence;

1. On a curve the right, having a radius of 70.00 feet, an arc length of 103.74 feet, whose chord bears South 1°38'59" East, a chord distance of 94.50 feet to a point of tangency, thence;
2. South 40°48'18" West, a distance of 263.03 feet to a point, thence;
3. North 58°05'14" West, a distance of 364.13 feet to a point, thence;
4. North 31°54'46" East, a distance of 379.86 feet to a point, thence;
5. South 58°05'14" East, a distance of 186.93 feet to a point, thence;
6. South 44°06'15" East, a distance of 170.67 feet to the **POINT OF BEGINNING**.

Containing an area of 142,042 square feet or 3.261 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.03 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

57B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.8700

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.



**LOT 4.02, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**


BEGINNING at a point, in the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 440.23 feet on a bearing of North 54°41'40" West, from the intersection of the westerly line of Lot 12 in Block 80.02 with the easterly line of Lot 4.04 in Block 80.02 and running thence.

1. North 54°41'40" West, a distance of 125.21 feet to a point, thence;
2. North 31°54'46" East, a distance of 177.14 to a point, thence;
3. South 58°05'14" East, a distance of 125.00 feet to a point, thence;
4. South 31°54'46" West, a distance of 184.55 feet to the **POINT OF BEGINNING**.

Containing an area of 22,605 square feet or 0.519 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.02 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

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t. 732.560.9700



**LOT 4.01, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**


BEGINNING at a point, along the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 99.25 feet on a bearing of South 54°41'40" East, from the intersection of the easterly line of Lot 3 in Block 80.02 with the westerly line of Lot 4.04 in Block 80.02 and running thence.

1. North 31°54'46" East, a distance of 148.71 feet to a point, thence;
2. South 58°05'14" East, a distance of 479.48 feet to a point, thence;
3. South 31°54'46" West, a distance of 177.14 feet to a point, said point being in the municipal line between the City of Clifton Passaic County to the North and the Township of Nutley, Essex County to the south, thence;
4. Along said municipal line, North 54°41'40" West, a distance of 480.32 feet to the **POINT OF BEGINNING**.

Containing an area of 78,118 square feet or 1.793 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.01 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

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EXHIBIT B
TO
DECLARATION OF ENVIRONMENTAL EASEMENTS AND RESTRICTIONS
ENVIRONMENTAL BACKGROUND

By way of further background, with regard to environmental remediation of the Property, Declarant operated on the Property, or portions thereof, for over 80 years. Certain environmental conditions have existed and at present exist on, under or are migrating from or under the Property relating to historical (pre-Effective Date) releases of certain Hazardous Substances into the soil and groundwater on and off the Property, some arising from Declarant's prior operations. Some or all of these releases and conditions are detailed in various documents previously made available to Purchasers or as described in the administrative record for the Property maintained at the New Jersey Department of Environmental Protection ("NJDEP") under Site Remediation Project Program Interest Nos. 009949 (main portion of the Property), 625447 (for IA-10); 614465 (for IA-14 and IA-15); and 531555 (for the Child Care Center, also filed under Child Care Center Program Interest No. 445331). Prior to Declarant's completion of Declarant's Remedial Activities, the Hazardous Substances found on and under the Property include but are not limited to numerous volatile organic and other chemicals or compounds at concentrations above applicable health and environmental standards, including but not limited to tetrachloroethylene (also known as perchloroethylene, or PCE) and its degradation products, methylene chloride, chloroform, benzene, 1,4-dioxane, other solvents, and polycyclic hydrocarbons, polychlorinated biphenyls ("PCBs") and various metals, some from fill material placed on the Property before and during Declarant's ownership of the Property. Some of the Hazardous Substances in groundwater beneath the Property have emanated from and continue to migrate from locations not on the Property, and may otherwise be attributable to third parties.

By way of additional background, extensive environmental investigation and remediation has been undertaken by Declarant as part of ongoing corrective action under the federal Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq., since 1992 ("RCRA Corrective Action"), and to comply with New Jersey's Site Remediation Reform Act ("SRRA"), N.J.S.A. 58:10C-1 et seq., Industrial Site Recovery Act ("ISRA"), N.J.S.A. 13:1K-6 et seq., and all related amendments, regulations, and regulatory guidance. Declarant's environmental investigation and remediation is under the oversight of both NJDEP and the U.S. Environmental Protection Agency ("USEPA"). As of March 2015, Declarant has installed over 800 groundwater monitoring wells that remain throughout the Property, and approximately seven (7) monitoring wells were installed and are owned by a third party formerly operating adjacent to the Property and remain in the western portion of the Property west of the railroad tracks now located on the Property. As of the Effective Date, Declarant's environmental remediation on the Property has commenced and is completed (for soil) in some areas, but is still ongoing in some or all of the Property. Additional soil and groundwater investigations and soil and groundwater remediation fieldwork will occur throughout 2016 and in some instances later, and additional groundwater Remediation Systems (hereafter defined) remain to be installed and will be operated on the Property for many years, including but not limited to groundwater monitoring wells.

EXHIBIT C
TO
DECLARATION OF ENVIRONMENTAL EASEMENTS AND RESTRICTIONS

DEFINITIONS TO DECLARATION

(a) **"Affiliate"** means (i) any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another person or entity, or its successor, as the case may be, or (ii) any corporation or other entity resulting from a merger, reorganization or consolidation with another entity, or its successor, as the case may be, or (iii) any person or entity that acquires a controlling interest in the beneficial ownership of another entity, or its successor, as the case may be, or (iv) any person or entity that acquires all or substantially all of the assets of another person or entity, or its successor, as the case may be (excluding in the case of (iv) any person or entity acquiring all or any portion of the Property that is unrelated to Purchasers and is not an "Affiliate" of Purchasers as defined in (i) through (iii)). For the purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

(b) **"Environmental Laws"** shall mean any and all current and future federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations issued by any governmental entity with respect to or which otherwise pertain to or affect the Property, or its ownership, occupancy, operation, or use, relating to the environment or to any Hazardous Waste, Hazardous Substances, or Medical Waste, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 *et seq.*), the Hazardous Substances Transportation Act (49 U.S.C. §§ 1802 *et seq.*), the Resource Conservation And Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), the Safe Drinking Water Act (42 U.S.C. §§ 300f *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Emergency Planning And Community Right-To-Know Act of 1986 (42 U.S.C. §§ 11001 *et seq.*), and all comparable state and local laws, and any and all rules and regulations, as the same may be amended, modified or supplemented from time to time.

(c) **"Environmental Regulatory Agency"** shall mean those administrative units of federal, state or local government which are authorized by statute and whose primary mission is to enforce Environmental Laws. The Passaic Valley Sewer Commission and other water supply companies are not "Environmental Regulatory Agencies" within the meaning of this term.

(d) **"Hazardous Substances"** means (i) those substances included within the definitions of hazardous substances, pollutants, contaminants, hazardous materials, toxic substances, or solid waste in any of the Environmental Laws, or listed, described, or regulated under any of the Environmental Laws; (ii) any material, physical waste, or substance which is: (A) regulated as a "biohazard" pursuant to 29 C.F.R. 1910.1030 (g)(1)(i)(A); (B) asbestos or

which contains asbestos; (C) polychlorinated biphenyls or which contain the same, including transformers or other equipment containing dielectric fluid; (D) designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, or listed pursuant to Section 307 of the Clean Water Act; (E) hydrocarbons, oil or petroleum, petroleum products, petroleum distillate, or petroleum byproducts; (F) explosives; (G) radioactive or radiological materials; (H) radon gas; or (H) formaldehyde, including urea formaldehyde foam insulation; and (iii) mold or airborne toxins.

(e) **“Hazardous Waste”** means any and all wastes (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws, including, but not limited to, microbial matter, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives, but excluding Medical Waste.

(f) **“Historic Fill Material”** means those materials defined as historic fill material by New Jersey regulation, N.J.A.C.7:26E-1.8.

(g) **“Legal Requirements”** means all statutes, codes, ordinances, regulations, rules, orders, directives and requirements of any governmental or quasi-governmental entity, authority, agency, bureau, board, office, commission or department (or official thereof), and including all permits, covenants and restrictions of record, which now or at any time hereafter may be applicable to the Property or any part thereof, including, but not limited to, all Environmental Laws.

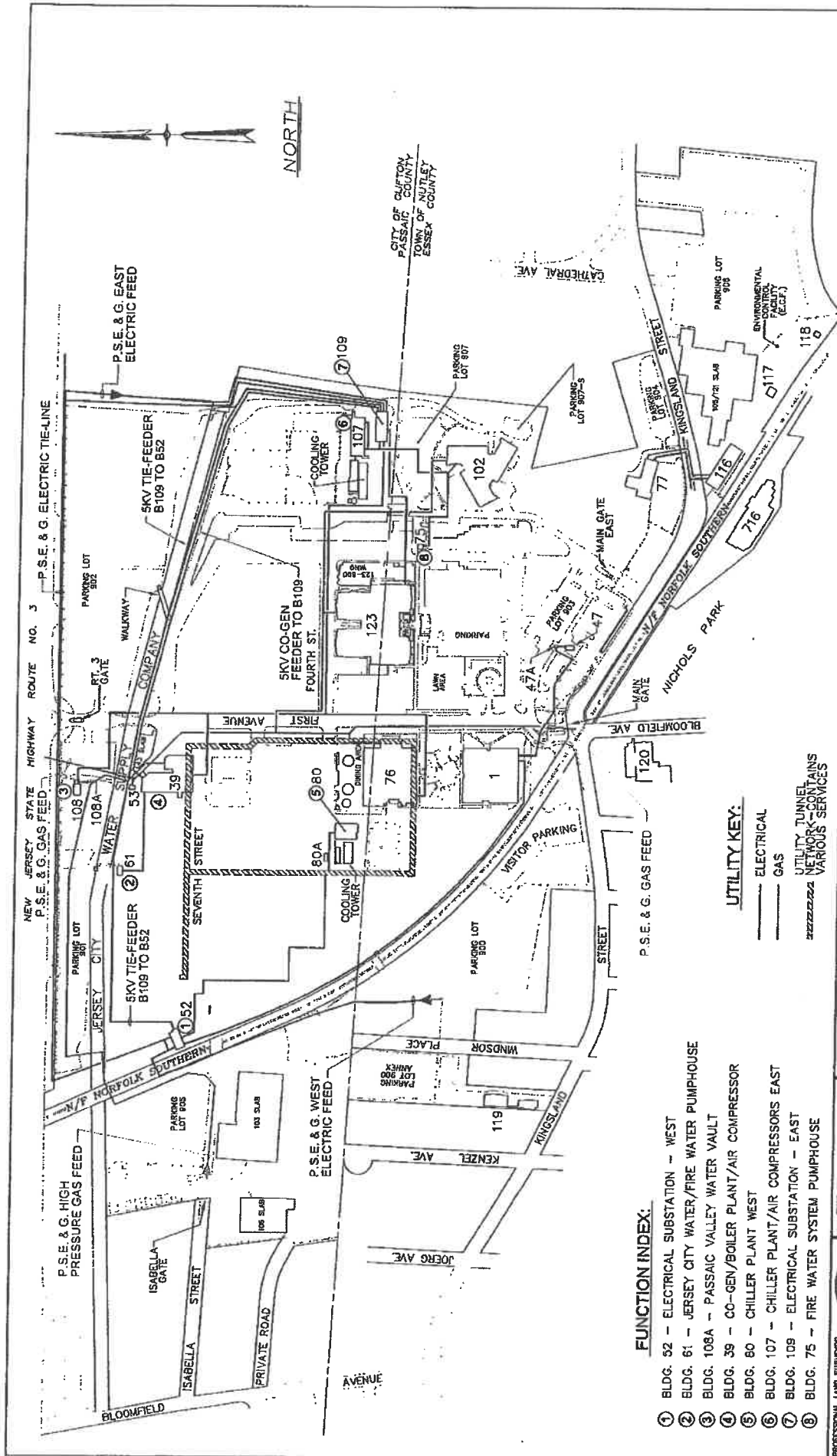
(h) **“Medical Waste”** means all federal, state, and local laws, rules, directives, binding written interpretations, binding written policies, ordinances and regulations issued by any governmental entity pertaining to the generation, use, management, transportation or disposal of wastes, subject to the New Jersey Comprehensive Regulated Medical Waste Management Act (N.J.S.A. 13:1E-48.1 et seq.), the New Jersey Medical Waste Regulations (N.J.A.C. 7:26 3A), the Bloodborne Pathogens Standard (29 C.F.R. § 1910.1030) as promulgated by the New Jersey Public Employees Occupational Safety and Health Act, the Hazardous Materials Transportation Law (U.S.C. §§ 5101-5128), and the Department of Transportation Hazardous Materials Regulations (49 C.F.R. Parts 172-180), and any other laws or policies that may apply to the generation, use, management, transportation or disposal of regulated medical waste, cultures and stocks, pathological wastes, human blood and blood products, used or unused sharps, animal waste, isolation wastes, or other potentially infectious materials.

(i) **“Remedial Action Permit”** means a permit for remedial action for soil or groundwater issued by the NJDEP pursuant to N.J.A.C. 7:26C – 7.4 to 7.13, as may it may be amended from time to time.

(j) **“Remediation Systems”** means those remediation and monitoring equipment or structures required or used for Declarant’s Remedial Activities, including but not limited to wells, injection ports or boreholes, trenches, pipelines, power lines and electrical connections, other below-ground equipment, above-ground tanks, concrete pads, trailers, machinery, fans, fences, and related equipment or structures.

(k) **“Valley Drain”** means the stormwater conveyance pipeline that currently traverses the Property generally in a north-south direction, conveying stormwater from north of Route 3 and other areas to south of Kingsland Street, in the location reflected on **Exhibit D**.

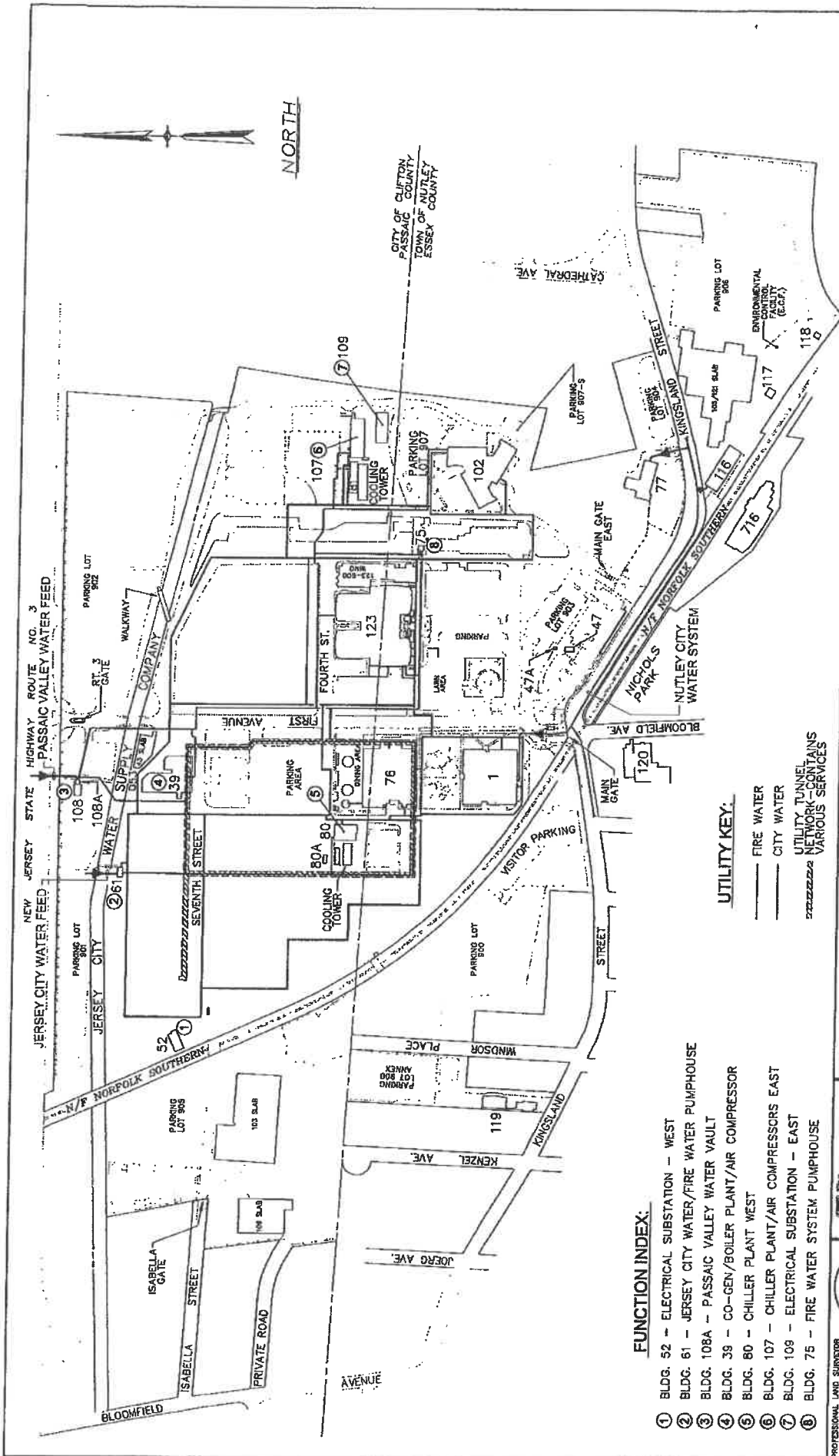
**EXHIBIT D
TO
DECLARATION OF ENVIRONMENTAL EASEMENTS AND RESTRICTIONS
ACTIVE PIPELINES
(attached)**



- FUNCTION INDEX:**
- ① BLDG. 52 - ELECTRICAL SUBSTATION - WEST
 - ② BLDG. 61 - JERSEY CITY WATER/FIRE WATER PUMPHOUSE
 - ③ BLDG. 108A - PASSAIC VALLEY WATER VAULT
 - ④ BLDG. 39 - CO-GEN/BOILER PLANT/AIR COMPRESSOR
 - ⑤ BLDG. 80 - CHILLER PLANT WEST
 - ⑥ BLDG. 107 - CHILLER PLANT/AIR COMPRESSORS EAST
 - ⑦ BLDG. 109 - ELECTRICAL SUBSTATION - EAST
 - ⑧ BLDG. 75 - FIRE WATER SYSTEM PUMPHOUSE

UTILITY KEY:
 ——— ELECTRICAL
 ——— GAS
 - - - - - UTILITY TUNNEL
 ■■■■■ NETWORK SERVICES

PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE OF THE WORK SHOWN ON THIS DRAWING DAN BERGER License Number 244593074500 CERTIFICATE OF AUTHORIZATION NUMBER 24454025358500		The Ostrif Group Facilities Management P.O. Box 4484 - Nutley, NJ 07110 Phone: 973-279-5200 Fax: 973-279-5201	SCALE 1" = 300' AREA NO. 516
			PROJECT TITLE ELECTRICAL & GAS SCHEMATIC OF THE NUTLEY FACILITY
DATE 11/15/11	DRAWN BY J. ALTMAN	CHECKED BY G. ALTMAN	PREPARED BY (Inch) Hoffmann-La Roche Inc. 350 N. WALTON STREET CHICAGO, ILL. 60610
PROJECT NO. NB-STR-8550-C229			DRAWN BY (Inch) Hoffmann-La Roche Inc. 350 N. WALTON STREET CHICAGO, ILL. 60610

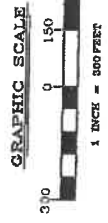


FUNCTION INDEX:

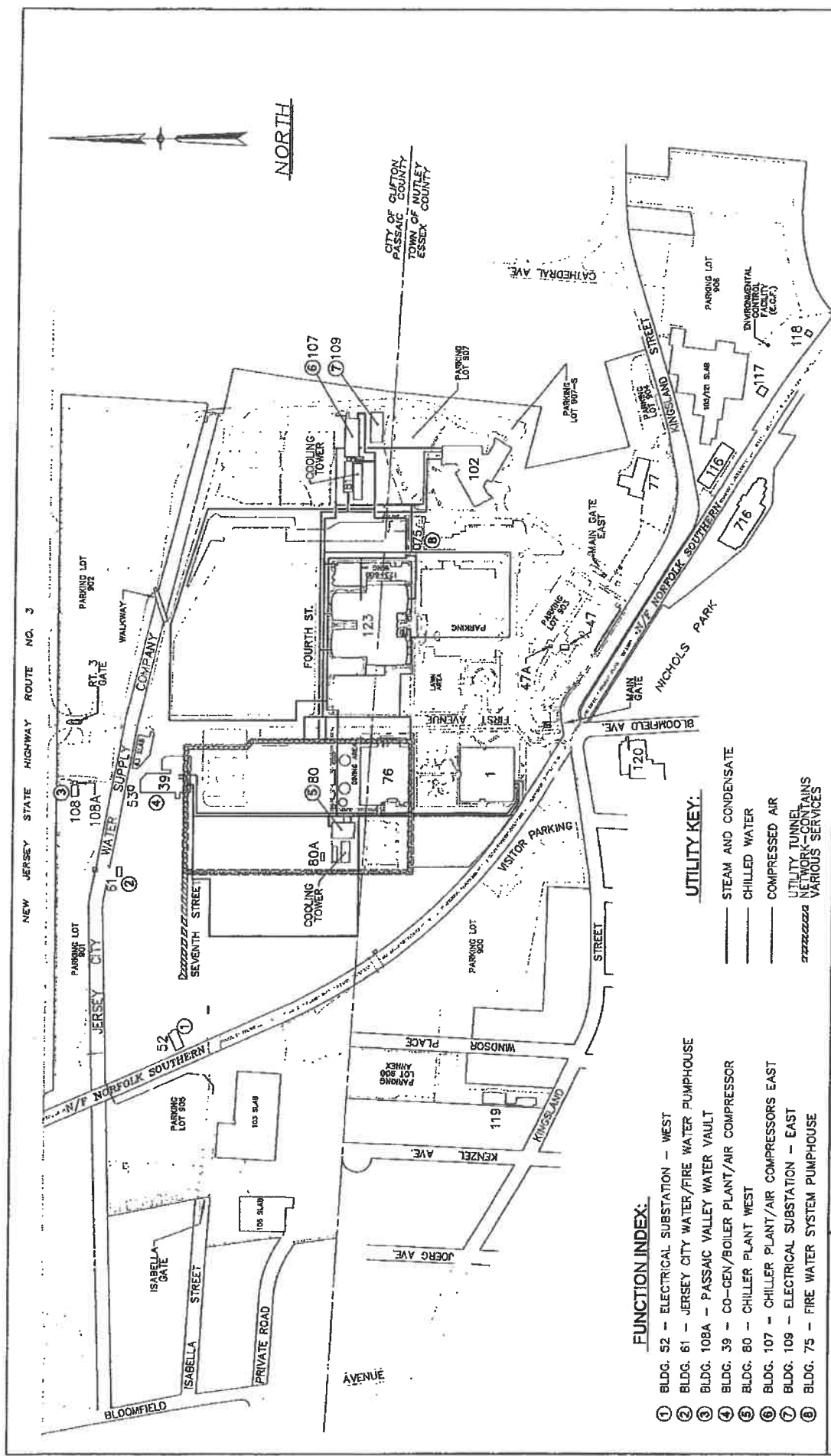
- ① BLDG. 52 - ELECTRICAL SUBSTATION - WEST
- ② BLDG. 61 - JERSEY CITY WATER/FIRE WATER PUMPHOUSE
- ③ BLDG. 108A - PASSAIC VALLEY WATER VAULT
- ④ BLDG. 39 - CO-GEN/BOILER PLANT/AIR COMPRESSOR
- ⑤ BLDG. 80 - CHILLER PLANT WEST
- ⑥ BLDG. 107 - CHILLER PLANT/AIR COMPRESSORS EAST
- ⑦ BLDG. 109 - ELECTRICAL SUBSTATION - EAST
- ⑧ BLDG. 75 - FIRE WATER SYSTEM PUMPHOUSE

UTILITY KEY:

- FIRE WATER
- CITY WATER
- UTILITY TUNNEL
- NETWORK-CONTAINS VARIOUS SERVICES



PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE OF THIS DRAWING (Not shown on this drawing)		PROJECT FILE CITY/FIRE WATER SCHEMATIC OF THE CITY OF NUTLEY		PROJECT TITLE FACILITY MAPPING PROGRAM		SCALE 1" = 300' DRAW NO. STE	
PROJECT NO. 24-048228-000		DESIGNER Michael S. Vito		CHECKED BY (Signature)		DATE OF ISSUE 08/20/2018	
CONTRACT NO. 24-048228-000		PROJECT NO. 24-048228-000		DRAWING NO. 24-048228-000		SHEET NO. 1 OF 1	
CLIENT City of Nutley		PROJECT NO. 24-048228-000		PROJECT TITLE FACILITY MAPPING PROGRAM		SCALE 1" = 300'	
PROJECT NO. 24-048228-000		PROJECT TITLE FACILITY MAPPING PROGRAM		SCALE 1" = 300'		SHEET NO. 1 OF 1	



NEW JERSEY STATE HIGHWAY ROUTE NO. 3

NORTH

FUNCTION INDEX:

- ① BLDG. 52 - ELECTRICAL SUBSTATION - WEST
- ② BLDG. 61 - JERSEY CITY WATER/FIRE WATER PUMPHOUSE
- ③ BLDG. 108A - PASSAIC VALLEY WATER VAULT
- ④ BLDG. 39 - CO-GEN/BOILER PLANT/AIR COMPRESSOR
- ⑤ BLDG. 80 - CHILLER PLANT WEST
- ⑥ BLDG. 107 - CHILLER PLANT/AIR COMPRESSORS EAST
- ⑦ BLDG. 109 - ELECTRICAL SUBSTATION - EAST
- ⑧ BLDG. 75 - FIRE WATER SYSTEM PUMPHOUSE

UTILITY KEY:

- STEAM AND CONDENSATE
- CHILLED WATER
- COMPRESSED AIR
- UTILITY TUNNEL NETWORK CONTAINS VARIOUS SERVICES

GRAPHIC SCALE:



The O'STIS GROUP
 Mapping Surveying Planning
Facilities Mapping/STEADIL
 P.O. Box 6484 Nutley, NJ 07110
 Phone: 973-278-1800 Fax: 973-278-1801

PROFESSIONAL LAND SURVEYOR
 WORK SHOWN ON THIS DRAWING

DATE: 08/11/09
 Michael S. Wills
 LICENSE NUMBER: 240563074000
 CERTIFICATE OF AUTHORIZATION NUMBER: 240A28226000

PROJECT TITLE: **FACILITY MAPPING PROGRAM**

SCALE: 1" = 300'

DATE: 08/11/09

PROJECT NO.: 080109-194

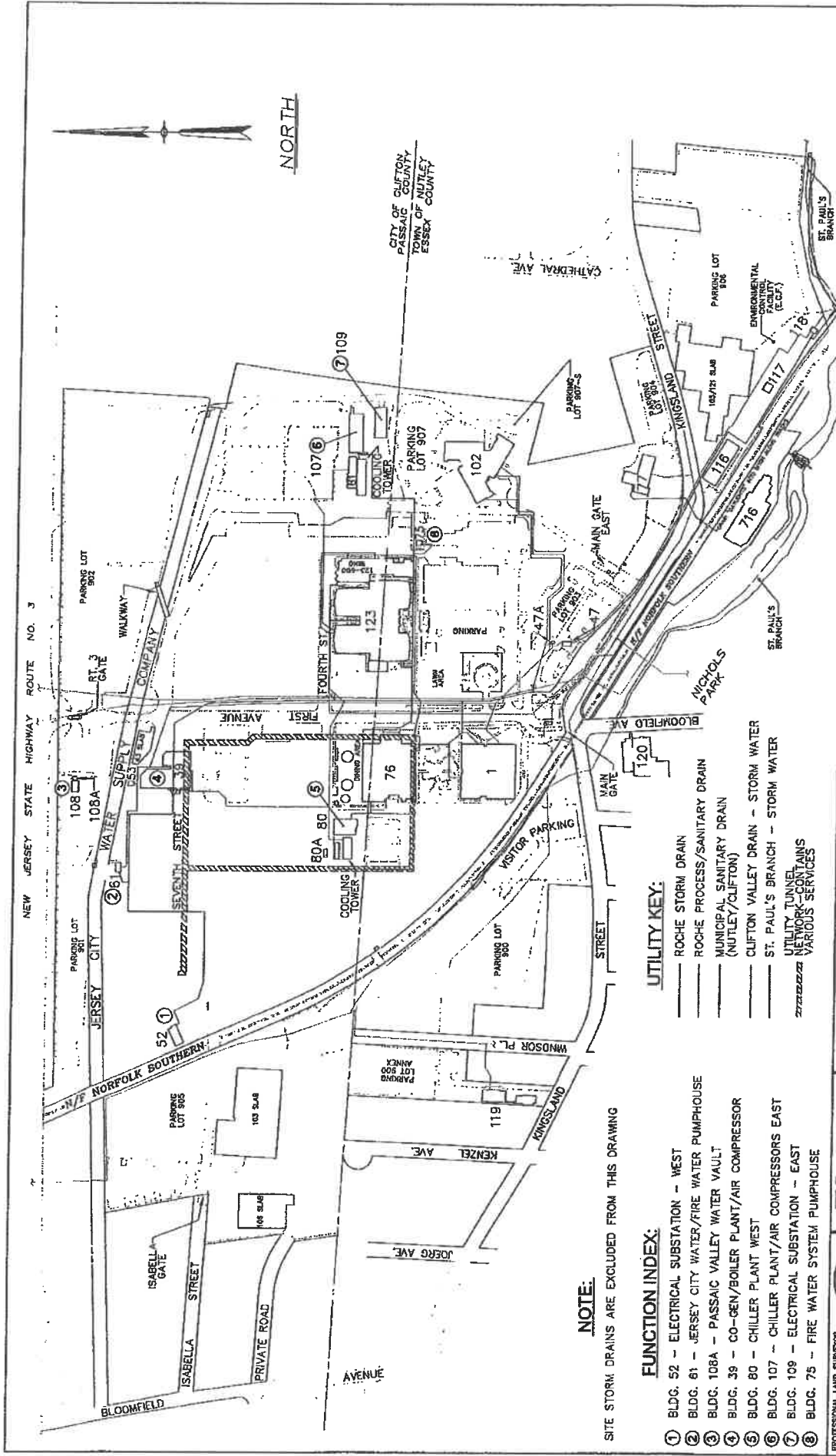
CLIENT: Hoffmann-La Roche Inc.

PROJECT ADDRESS: 346 CENTRAL STREET, Nutley, NJ 07110

NO.	DATE	BY	FOR	REVISION
1	08/11/09	M.S.W.	AS SHOWN	ISSUE FOR PERMIT

NO.	DATE	BY	FOR	REVISION
1	08/11/09	M.S.W.	AS SHOWN	ISSUE FOR PERMIT

DESIGNED BY: A. WITKA	CHECKED BY: D. ALTMAN
DRAWN BY: J. MILLER	PLOTTED BY: J. MILLER
DATE: 2-11-09	SCALE: AS SHOWN



NEW JERSEY STATE HIGHWAY ROUTE NO. 3

NORTH

CITY OF CLIFTON
PASSAIC COUNTY
TOWN OF NUTLEY
ESSEX

NOTE:
SITE STORM DRAINS ARE EXCLUDED FROM THIS DRAWING

FUNCTION INDEX:

- ① BLDG. 52 - ELECTRICAL SUBSTATION - WEST
- ② BLDG. 61 - JERSEY CITY WATER/FIRE WATER PUMPHOUSE
- ③ BLDG. 108A - PASSAIC VALLEY WATER VAULT
- ④ BLDG. 39 - CO-GEN/BOILER PLANT/AIR COMPRESSOR
- ⑤ BLDG. 80 - CHILLER PLANT WEST
- ⑥ BLDG. 107 - CHILLER PLANT/AIR COMPRESSORS EAST
- ⑦ BLDG. 109 - ELECTRICAL SUBSTATION - EAST
- ⑧ BLDG. 75 - FIRE WATER SYSTEM PUMPHOUSE

UTILITY KEY:

- ROACHE STORM DRAIN
- ROACHE PROCESS/SANITARY DRAIN
- MUNICIPAL SANITARY DRAIN (NUTLEY/CLIFTON)
- CLIFTON VALLEY DRAIN - STORM WATER
- ST. PAUL'S BRANCH - STORM WATER
- UTILITY TUNNEL
- UTILITY WORK CONTAINS VARIOUS SERVICES

PROFESSIONAL LAND SURVEYOR
IN RESPONSIBLE CHARGE OF THIS DRAWING
WORK SHOWN ON THIS DRAWING

DATE: 08/11/15

PROJECT: **Facilities Management**

CLIENT: **Passaic Valley Water/Wastewater Authority**

PROJECT NO.: 240203228000



The City of Clifton
Professional Land Surveyors
Facilities Management

Michael S. Wills
Professional Land Surveyor
No. 240203228000

SCALE: 1" = 300'	PROJECT TITLE: FACILITY MAPPING PROGRAM
DATE: 08/11/15	CLIENT: Hoffmann-La Roche Inc.
PROJECT NO.: 240203228000	PROJECT NO.: 240203228000

DATE: 08/11/15	PROJECT TITLE: STORM / PROCESS / SANITARY SCHEMATIC PLAN OF THE NUTLEY FACILITY
PROJECT NO.: 240203228000	CLIENT: Hoffmann-La Roche Inc.
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PROJECT NO.: 240203228000	PROJECT NO.: 240203228000

EXHIBIT E
TO
DECLARATION OF ENVIRONMENTAL EASEMENTS AND RESTRICTIONS

**ADDITIONAL SOIL REQUIREMENTS FOR RESIDENTIAL
DEVELOPMENT AREAS**

1. Only approved employees and contractors, including those whose job duties include maintenance of the common areas shall be allowed to disturb or unearth the underlying soil in the common areas. Occupants and other persons shall be prohibited from any such soil disturbance.
2. All employees or contractors working in the soil in common areas (e.g., gardeners, arborists, maintenance workers) must wear gloves, long sleeve shirts, and long pants, or their equivalent, and other protective measures as appropriate, to minimize exposure to soil.
3. After occupancy of any of the residential units, any soil stockpiles created by employees or contractors in common areas shall remain only for the shortest period of time necessary to accomplish the relevant activity in the common area (but in no event longer than two (2) weeks). All such stockpiles must be covered and secured in a manner that prevents occupants from coming into contact with the soil, and that minimizes any airborne dispersal of soil.
4. For any recreational areas in the common areas to be placed on the underlying soil (such as, for example, sandboxes, physical exercise parcourses, playgrounds, or volleyball courts), or any other similar feature that necessarily entails occupants coming into contact with the surface of the underlying soils, the Association shall place a minimum of eighteen (18) inches of imported clean fill on top of a marker fabric on top of the underlying soil in all such areas (or an asphalt or concrete cover) to prevent human exposure to the underlying soil.

EXHIBIT H
ROADWAY EXHIBIT

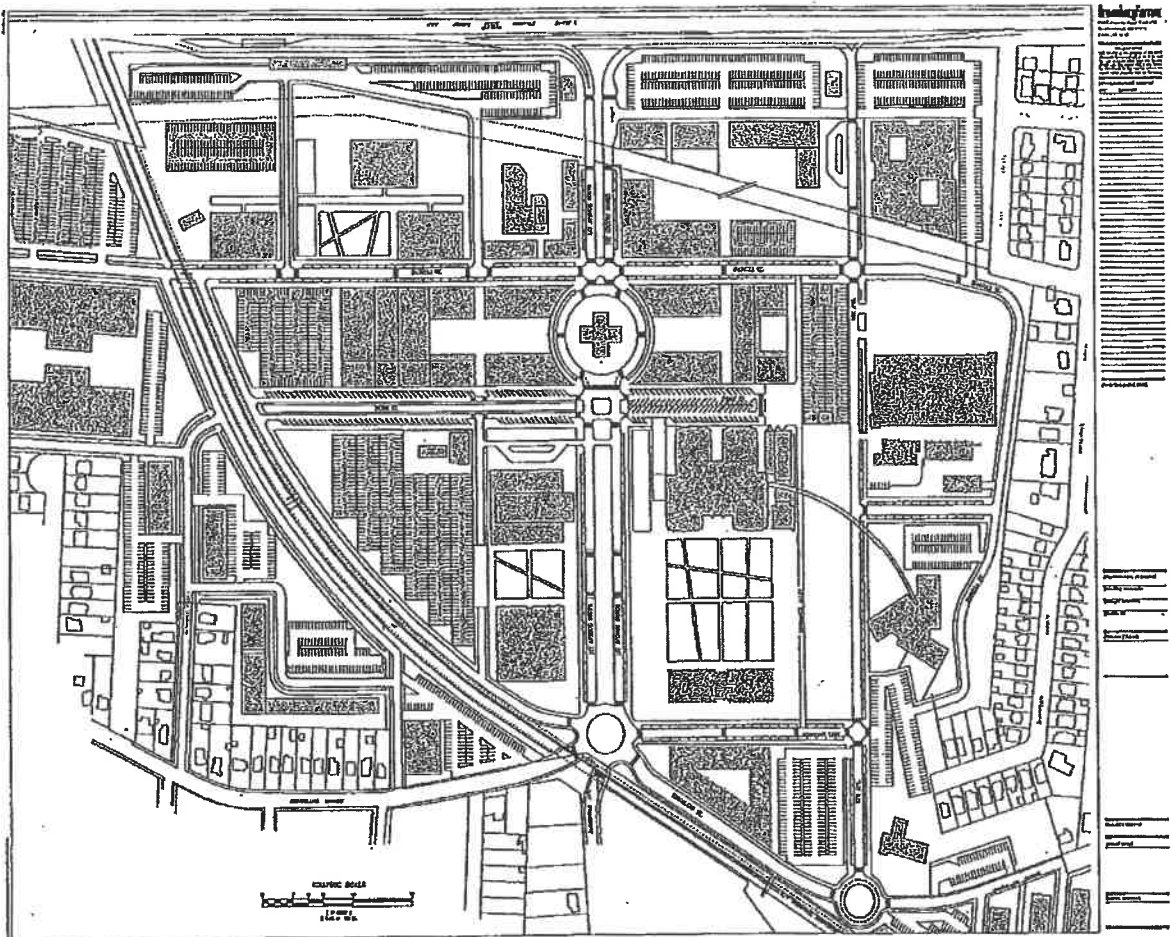


Exhibit H

EXHIBIT I

MEF Courtyard

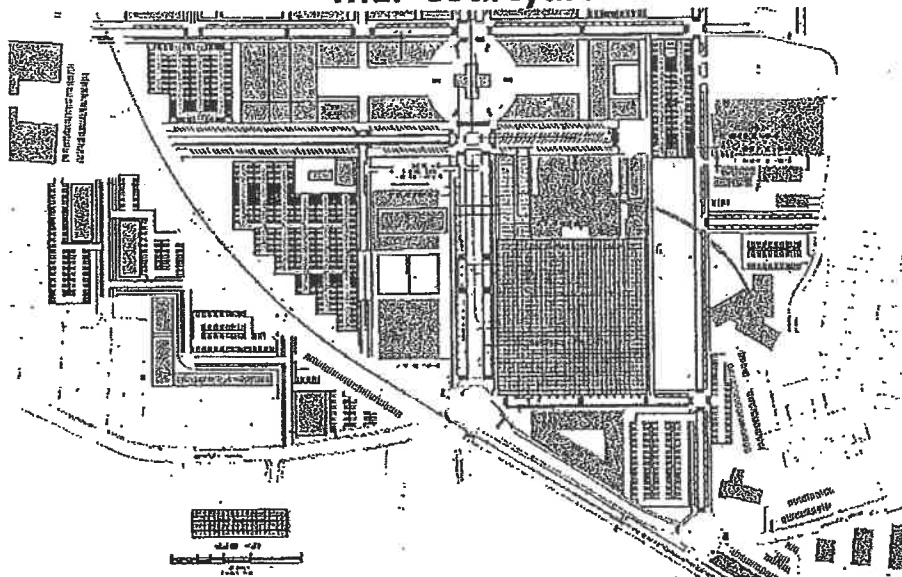


Exhibit I

EXHIBIT J
KINGSLAND PARKING EASEMENT

RECORD AND RETURN TO:

Fox Rothschild LLP
15 Maple Avenue
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.

EXHIBIT

PARKING EASEMENT AGREEMENT

This **PARKING EASEMENT AGREEMENT** (this "**Agreement**") is dated as of the 13th day of July, 2016, to be effective as of the 29th day of September, 2016, by **PB NUTCLIF MASTER, LLC**, a Delaware limited liability company ("**Nutclif Master**"), having an address at 200 Broadacres Drive, Bloomfield, New Jersey 07003, **PB NUTCLIF MED, LLC**, a Delaware limited liability company ("**Nutclif Med**"), having an address at 200 Broadacres Drive, Suite 180, Bloomfield, New Jersey 07003, and **KINGSLAND STREET URBAN RENEWAL, LLC**, a New Jersey limited liability company ("**Kingsland**"), having an address at 30 Prospect Avenue, Hackensack, New Jersey 07601.

WITNESSETH:

WHEREAS, Nutclif Master is the owner of the land designated as Block 102, Lots 2 & 9; Block 200, Lots 1-6 & 24; Block 201, Lot 1; Block 300, Lots 1 & 20; Block 2000, Lots 1, 4 & 5; and Block 2101, Lot 1, all in the Township of Nutley, Essex County, New Jersey; and Block 79.04, Lots 10 & 21; Block 80.02, Lots 1.01 & 1.02; and Block 80.02, Lots 4.04 & 4.05, all in the City of Clifton, Passaic County, New Jersey, which comprise approximately 99.629 acres in the aggregate, as are more particularly described on **Exhibit A** attached hereto and commonly known as a portion of the former Roche campus at 340 Kingsland Street, Nutley, New Jersey (collectively, the "**Nutclif Master Property**"); and

WHEREAS, as of the date hereof, Nutclif Med is an affiliate of Nutclif Master, and is the owner of the land designated as Block 300, Lots 1.01, 1.02, 1.03, & 1.04, all in the Township of Nutley, Essex County, New Jersey; and Block 80.02, Lots 4.01, 4.02, & 4.03, all in the City of Clifton, Passaic County, New Jersey, which together comprise approximately 16.555 acres in the aggregate, as are more particularly described on **Exhibit B** attached hereto and commonly known as a portion of the former Roche campus at 340 Kingsland Street, Nutley, New Jersey (Lots A, B, C, D, E, F and G, collectively, the "**Nutclif Med Property**"; the Nutclif Med Property, together with the Nutclif Master Property, are collectively referred to herein the "**Complex**"); and

WHEREAS, the Complex is subject to that certain Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions filed by Nutclif Master with respect to the Complex on even date herewith (the "**Declaration**");

WHEREAS, pursuant to that certain Lease Agreement, dated as of June 30, 2016 (the "*Lease*") by and between Nutclif Med, as landlord, and Kingsland, as tenant, Nutclif Med leases to Kingsland the entirety of the Nutclif Med Property, including all buildings and other improvements currently located thereon (the "*Leased Premises*"); and

WHEREAS, in connection with the Lease, Nutclif Med wishes to use, for its own benefit, the benefit of the Nutclif Med Property and, subject to the terms and conditions of the Lease and this Agreement, for the benefit of Kingsland, Kingsland's permitted successors and assigns (as set forth in the Lease), and Kingsland's permitted subtenants (as set forth in the Lease) (such Kingsland parties are referenced herein individually as a "*Kingsland Party*" and together generally as the "*Kingsland Parties*"), certain parking areas of the Nutclif Master Property shown on *Exhibit C* attached hereto, and Nutclif Master is willing to declare and grant to Nutclif Med for the benefit of the Nutclif Med Property and, subject to the terms and conditions of the Lease and this Agreement, for the benefit of the Kingsland Parties, certain easements and related rights to use and access the parking areas on the Nutclif Master Property as hereinafter described on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into this Agreement by this reference.

2. **Grant of Easement.**

(a) Subject to terms of this Agreement, beginning on the Commencement Date (as defined in the Lease), Nutclif Master hereby grants unto Nutclif Med (i) an exclusive easement to use approximately thirty-five (35) parking spaces in the area labeled "Parking Area A" on *Exhibit C* attached hereto ("*Parking Area A*"); (ii) an exclusive easement to use approximately forty-three (43) parking spaces in the area labeled "Parking Area B" on *Exhibit C* attached hereto ("*Parking Area B*"); (iii) an exclusive easement to use approximately twenty-two (22) parking spaces in the area labeled "Parking Area C" on *Exhibit C* attached hereto ("*Parking Area C*"); and (iv) a non-exclusive easement to use, in common with all other tenants and occupants of the Complex, approximately forty-six (46) parking spaces in the area labeled "Parking Area D" on *Exhibit C* attached hereto ("*Parking Area D*" and, together with Parking Area A, Parking Area B, and Parking Area C, the "*Parking Areas*").

Notwithstanding anything to the contrary contained in the immediately preceding sentence, Nutclif Med shall have the exclusive right to use the parking spaces in Parking Area D (subject to the terms and conditions contained in this Agreement) from 8:00 a.m. to 5:00 p.m., Monday through Friday, but excluding federal holidays (the "*Parking Area D Exclusive Period*"); otherwise, Nutclif Med's right to use the parking spaces in Parking Area D shall be non-exclusive on the dates and times falling outside of the Parking Area D Exclusive Period.

(b) Nutclif Med acknowledges and agrees that Nutclif Master shall have the right upon no less than sixty (60) days' prior written notice to Nutclif Med, to recapture Parking Area C, provided that in connection with such recapture, (i) Nutclif Master shall provide Nutclif Med with the exclusive right to use twenty-two (22) parking spaces in an alternative location at the Complex, which location shall be determined by Nutclif Master in its sole and absolute discretion provided such alternative location is reasonably proximate to the Leased Premises (the "*Alternative Spaces*") and (ii) all of the terms and conditions of this Agreement shall apply to the Alternative Spaces. Following the recapture of Parking Area C, the parties shall enter into an amendment to this Agreement, confirming such recapture and Nutclif Med's exclusive right to use the Alternative Spaces.

(c) Nutclif Med covenants and agrees to use the Parking Areas solely for the parking of vehicles either (i) owned by Nutclif Med and its management company, agents, contractors, consultants, designees, employees, invitees and visitors (the "*Nutclif Med Parties*") or (ii) owned by Kingsland, Kingsland Parties, and any agents, servants, employees, subtenants, contractors, visitors, invitees, and all other persons invited by Kingsland onto the Parking Areas as guests or doing lawful business with Kingsland (the "*Kingsland Visitors*"; together with Kingsland and the Kingsland Parties, the "*Kingsland Parking Users*"), and for no other purpose or purposes. Nutclif Med and Kingsland, on behalf of the Kingsland Parties, agree to accept the Parking Areas in their "AS-IS" condition as of the date of this Agreement, to the extent same exist as of the date of this Agreement. Nutclif Master has no obligations to perform any work to the Parking Areas, except for its obligations to maintain the Parking Areas and make the repairs described in Section 4(a) below.

(d) Nutclif Med shall not engage in or permit any Nutclif Med Parties or Kingsland Parking Users or any other person or entity to engage in any activity, operation or business within the Parking Areas which involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of hazardous substances or hazardous wastes. Each of Nutclif Med and Kingsland, on behalf of the Kingsland Parties, hereby agrees to defend, indemnify and hold Nutclif Master harmless from and against any and all claims, losses, liabilities, damages and expenses (including, but not limited to, site inspection costs, removal and remediation costs, fines, penalties, and attorneys' fees and disbursements) incurred by Nutclif Master as a result of such party's failure to comply with the provisions of this Section 2(d).

(e) Nutclif Med and Kingsland hereby acknowledge that the Parking Areas will not be constructed as of the Commencement Date of the Lease, and that such Parking Areas are contemplated to be constructed in connection with Nutclif Master's general development of the Complex. Nutclif Master hereby agrees that it shall construct the Parking Areas simultaneously with its construction of those roadways within the Complex which are adjacent to the Nutclif Med Property, and shall use reasonable efforts to complete the construction of the Parking Areas by August 1, 2018; provided, however, that if Nutclif Master is unable, using reasonable efforts, to complete such construction of all or a portion of the Parking Areas by August 1, 2018, Nutclif Master shall provide Nutclif Med with (i) the exclusive right to use at least one-hundred (100) parking spaces at all times, and (ii) the non-exclusive right to use at least forty-six (46) parking spaces at all times, except that Nutclif Med shall have exclusive right to

use at least forty-six (46) parking spaces (subject to the terms and conditions contained in this Agreement) from 8:00 a.m. to 5:00 p.m., Monday through Friday, but excluding federal holidays (the parking spaces contemplated in items (i) and (ii), the "*Alternative Parking Areas*"), which Alternative Parking Areas shall be located in alternative locations within the Complex, determined by Nutclif Master in its sole and absolute discretion provided such alternative locations are reasonably proximate to the Leased Premises. All of the terms and conditions of this Agreement shall apply to such Alternative Parking Areas.

3. Term.

(a) The easements, covenants and restrictions which are expressly set forth in this Agreement for the benefit of Nutclif Med and the Nutclif Med Property shall commence as of the date hereof and run with the land and shall be binding in perpetuity and inure to the benefit of all parties acquiring any right, title or interest therein.

(b) The term of this Agreement with respect to the express rights and obligations of Kingsland and the Kingsland Parties hereunder, shall commence on the Commencement Date (as defined in the Lease) and shall terminate on the earlier to occur of (x) the expiration or earlier termination of the Lease, or (y) the termination of this Agreement pursuant to the terms hereof (such date, the "*Termination Date*"). So long as the Lease remains in full force and effect, Kingsland expressly agrees, on its own behalf and on behalf of all Kingsland Parties, to be bound by the terms of this Agreement and to perform all obligations of the Kingsland Parties as set forth herein. Notwithstanding anything contained in the foregoing to the contrary, in the event that Kingsland should purchase the Nutclif Med Property from Nutclif Med in accordance with the Lease, then the rights and obligations of Nutclif Med hereunder to the Parking Areas shall inure to the benefit of Kingsland and their respective successors and assigns as of the date of such conveyance.

4. Maintenance and Repair of Parking Areas.

(a) Nutclif Master shall be responsible for keeping the Parking Areas in good condition and repair, and shall be responsible for: (i) the performance of all maintenance, repairs and replacements to the Parking Areas (including, but not limited to, snow and ice removal therefrom), (ii) the maintenance of all Required Insurance (as defined below); and (iii) the maintenance of and compliance with all permits, licenses and other authorizations required by any governmental authority for the operation of the Parking Areas. All costs and expenses incurred by Nutclif Master in connection with such maintenance, repairs and replacements to the Parking Areas (the "*Maintenance Fee*") shall be paid for by Nutclif Med in accordance with the terms of the Declaration, which Maintenance Costs shall be reimbursed by Kingsland to Nutclif Med in accordance with the terms and conditions of the Lease. Notwithstanding anything contained to the contrary in the foregoing, the costs and expenses for Nutclif Master to perform the work necessary from time to stripe or re-stripe the Parking Areas shall be paid by Nutclif Med (or Kingsland, as applicable, in accordance with the Lease) within thirty (30) days of receipt of an invoice from Nutclif Master (as opposed to being paid within Nutclif Med's payment of the Maintenance Fee).

(b) Neither Nutclif Med nor any Kingsland Party shall make any alterations, additions or improvements to the Parking Areas without the prior written consent of Nutclif Master, which consent Nutclif Master shall not be required to give. In no event shall Nutclif Med or any Kingsland Party make any penetration into the surface of the Parking Areas.

(c) Notwithstanding anything contained herein to the contrary, the Maintenance Fee shall not include (i) any costs or expenses of the initial construction of the Parking Areas or (ii) any costs or expenses arising from the required repair or restoration of the Parking Areas with respect to or arising from any defects in such initial construction of the Parking Areas.

(d) Each of Nutclif Med and Kingsland shall have a right and opportunity, at its sole cost and expense, to audit the Maintenance Fee at any time within sixty (60) days following the delivery of any invoice therefor and raise objections to the amount and methodology used to determine such Maintenance Fee charged, provided however that either Nutclif Med or Kingsland, but not both, shall be permitted to request such audit not more than once in any calendar year (unless any such audit reveals manifest error, in which case Nutclif Med and Kingsland shall have the right in its sole discretion to audit a second time in such calendar year).

(e) As used herein, the term "*Required Insurance*" shall mean casualty insurance in an amount of not less than the full insurable value of the improvements, if any, within the Parking Areas, and liability insurance in an amount of not less than \$2,000,000 per occurrence. All Required Insurance which insures the Parking Areas shall name Nutclif Med and Kingsland and their successors and assigns as an additional named insured.

5. Compliance With Laws

(a) Each of Nutclif Med and Kingsland, on behalf of the Kingsland Parties, covenants and agrees that (i) no waste or damage shall be committed upon or to the Parking Areas, (ii) the Parking Areas shall be used for only the purpose set forth in Section 2, (iii) the Parking Areas shall not be used for any unlawful purpose and such party shall not permit any violations of law or ordinance or duly constituted authority to be committed thereon, and (iv) such party shall conduct its business in a good and orderly manner, and shall keep the Parking Areas in a clean and sanitary condition.

(b) Each of Nutclif Med and Kingsland shall (i) comply with all legal requirements applicable to the Parking Areas and such party's use thereof (including the use by Nutclif Med Parties and Kingsland Parking Users), and (ii) maintain and comply with all permits, licenses and other authorizations required by any governmental authority for Nutclif Med's and Kingsland's use of the Parking Areas.

6. Reservation of Access. Nutclif Master and its management company, agents, contractors, consultants, designees and employees (each, a "*Nutclif Master Party*" and together collectively, the "*Nutclif Master Parties*") shall have the right, at any time and without prior notice to Nutclif Med and/or the Kingsland Parties to access the Parking Areas for the purposes

expressly set forth in this Agreement (and not for parking by any Nutclif Master Party except in those Parking Areas which are non-exclusive hereunder), provided, however, that Nutclif Master shall indemnify and hold Nutclif Med and/or the Kingsland Parties harmless from and against any and all actual liabilities, obligations, damages, claims, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorney's fees and disbursements) of any kind or nature arising solely out of any Nutclif Master Party's negligence or willful misconduct while accessing such Parking Areas. Nutclif Master agrees that the Nutclif Master Parties' access to the Parking Areas shall not unreasonably interfere with Nutclif Med's use of the Nutclif Med Property.

7. **Discharge of Liens.** Within thirty (30) days after receipt of notice thereof, Nutclif Med or Kingsland (as the case may be) shall discharge any lien on the Parking Areas, or satisfy any sums payable under this Agreement caused by or arising out of such party's acts or such party's failure to perform any obligation under this Agreement.

8. **Insurance.**

(a) Each of Nutclif Med and Kingsland (as referenced hereunder, each an "*Insured*") shall maintain a Commercial General Liability Insurance policy, which shall include premises liability, contractual liability covering the Insured's indemnity obligations under this Agreement (to the extent covered as an Insured Contract in a standard ISO CGL Policy), damage to rented premises, personal and advertising injury and products/completed operations coverage. Policy shall insure against claims for bodily injury, personal injury, death or property damage occurring on, in or about the Parking Areas with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. If the policy covers other locations owned or leased by the Insured, then such policy must include an aggregate limit per location endorsement.

(b) The policies of insurance required to be maintained by the Insured pursuant to this Section 8 (and such other insurance, in such amounts, (i) as Nutclif Master deems reasonably necessary to protect Nutclif Master's interest in the Nutclif Master Property from any act or omission of such Insured's contractors or subcontractors, provided that such insurance is typically required by owners of similar properties in the market in which the Nutclif Master Property is located; and (ii) as may be required by the holder of an Underlying Encumbrance (as defined in the Lease), provided that such insurance is typically required by owners of similar properties in the market in which the Nutclif Master Property is located) must be reasonably satisfactory to Nutclif Master and must be written as primary policy coverage and not contributing with, or in excess of, any coverage carried by Nutclif Master and contain a waiver of subrogation in favor of Nutclif Master. All policies must name the Insured as the named insured party and all policies shall name as additional insureds Nutclif Master, Nutclif Master's property manager, the holder(s) of any mortgage(s) encumbering the Parking Areas, and other designees of Nutclif Master and its successors as the interest of such designees shall appear. In addition, the Insured shall provide thirty (30) days' prior written notice of suspension, cancellation, termination or non-renewal of coverage to Nutclif Master. The Insured shall not self-insure for any insurance coverage required to be carried by the Insured under this Agreement. The deductible for any insurance policy required hereunder must not exceed Ten

Thousand Dollars (\$10,000.00). The Insured shall have the right to provide the insurance coverage required under this Agreement through a blanket policy, provided such blanket policy expressly affords coverage to the Parking Areas and to Nutclif Master as required by this Agreement.

(c) Prior to the Commencement Date (as defined in the Lease), the Insured shall deliver to Nutclif Master certificates of insurance evidencing all insurance the Insured is obligated to carry under this Agreement, together with a copy of the endorsement(s), specifically including, but not limited to, Waiver of Rights to Recover From Others, Additional Insureds (ongoing and completed operations) and Contractual Liability endorsements. Within at least ten (10) days prior to the expiration of any such insurance, the Insured shall deliver to Nutclif Master certificates of insurance evidencing the renewal of such insurance. The Insured's certificates of insurance must be on: (i) ACORD Form 27 with respect to property insurance; and (ii) ACORD Form 25 with respect to liability insurance or, in each case, on successor forms approved by Nutclif Master.

(d) If the Insured fails to maintain the insurance required by this Agreement, Nutclif Master may, but will not be obligated to, obtain, and pay the premiums for, such insurance. Upon demand, the Insured shall pay to Nutclif Master all amounts paid by Nutclif Master pursuant to this Section 8(d).

(e) It is expressly understood and agreed by and between Nutclif Master and each Insured that such Insured shall assume all risk of damage to its property, equipment, and vehicles occurring in or about the Parking Areas, whatever the cause of such damage or casualty. Nutclif Master and each Insured hereby mutually covenant and agree, in connection with insurance policies obtained insuring such interest as the parties may have in their own properties, to waive any right of subrogation, and Nutclif Master and each Insured hereby mutually waive all right of recovery against each other for any loss, damage or injury for which either party maintains insurance.

9. Indemnification. Except to the extent caused by, arising from or relating to the negligence or willful misconduct of any Nutclif Master Parties, each of Nutclif Med, the Kingsland Parties, and their respective successors and assigns (each, an "*Indemnifying Party*" and collectively, the "*Indemnifying Parties*") hereby agree to indemnify and hold Nutclif Master harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorney's fees and disbursements) of any kind or nature arising out of (i) any matter, cause or thing arising out of any of the Indemnifying Parties' use of the Parking Areas or any part thereof, (ii) any personal injury or property damage caused by the acts of any Indemnifying Party and their respective agents, servants, employees, subtenants, contractors, visitors, invitees and all other persons invited by any Indemnifying Party, or (iii) any failure on the part of any Indemnifying Party to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement on such party's part to be performed or complied with (collectively, "*Claims*"). For the avoidance of doubt, Nutclif Med's obligations as aforesaid shall extend only to Claims arising from the Nutclif Med Indemnifying Party's own acts or omissions, and not the acts or omissions of any of the Kingsland Parties; conversely, the

Kingsland Parties' obligations as aforesaid shall extend only to Claims arising from any Kingsland Party Indemnifying Party's own acts or omissions, and not the acts or omissions of Nutclif Med.

10. Defaults and Remedies.

(a) Upon any default in the performance of the obligations of the parties hereto, the non-defaulting party(ies) shall have all of the rights and remedies provided at law and in equity, provided that no such default shall entitle any party to terminate this Agreement.

(b) (i) In the event any party hereunder breaches any provision of this Agreement (the "*Defaulting Party*") and fails to cure such breach within thirty (30) days following the delivery of a written default notice from another party (the "*Noticing Party*"), then, (x) unless the Defaulting Party has (1) commenced to cure such breach or default within such thirty (30) day period and is using reasonable diligence to complete same, or (2) sent written notice of dispute of such breach or default within such thirty (30) day period to Noticing Party (an "*Objection Notice*"), and (y) provided the cure for such breach or default can be completed with the payment of money or performance of work, then such Noticing Party shall have the right (but not the obligation) to make such payment, repair or replacement, and after completion by such Noticing Party, the Defaulting Party shall, within thirty (30) days after receipt of copies of paid bills and a statement from such Noticing Party, reimburse the Noticing Party for the reasonable amount so expended by the Noticing Party, subject to the provisions of subparagraphs (ii) and (iii) of this subsection (b). Notwithstanding the above provisions regarding notice to the Defaulting Party, Nutclif Med and/or Kingsland may make repairs or replacements on an emergency basis, upon reasonable notice to Nutclif Master, as necessary to cure any default by Nutclif Master which serves to prevent access to and/or materially interfere with the use of the Parking Areas.

(ii) The right granted to the Noticing Party to exercise self-help, as set forth in subparagraph (i) hereof, shall be subject to and in accordance with the following:

(w) Whether or not the Noticing Party exercises such right of self-help, all of the other terms, covenants and provisions of this Agreement shall remain unmodified and in full force and effect;

(x) If the Noticing Party is exercising self-help on an emergency basis, as aforesaid, the Noticing Party shall only perform such repairs or replacements as are reasonably necessary to temporarily alleviate the emergency problem, and thereafter, the Noticing Party shall give the Defaulting Party an additional thirty (30) days' notice to remedy the situation prior to commencing any permanent repair or replacement;

(y) If the Noticing Party elects to exercise self-help, in no event shall the Defaulting Party bear any liability or responsibility for any Claims arising from or in connection with the Noticing Party's exercise of self-help, including without limitation any entry, access, repair, replacement or payment by such Noticing Party; and

(z) Interest shall be charged on any costs and expenses or any other amounts due hereunder, from the date that they are incurred at a rate equal to the lesser of (i) the Prime Rate, as announced from time to time by the Wall Street Journal, plus four (4%) percent per annum; or (ii) the maximum interest rate permitted by applicable law.

(iii) If after the Defaulting Party delivers an Objection Notice to the Noticing Party, the Noticing Party exercises self-help, as aforesaid, or if the Defaulting Party disputes the amount due to the Noticing Party in connection with the Noticing Party's exercise of self-help pursuant to this subsection (b), such dispute shall be resolved under expedited arbitration by the American Arbitration Association (the "AAA") or its successor in either Clifton or Nutley under the Expedited Procedures provisions of the Commercial Arbitration Rules of the AAA (presently Rules E-1 through E-10) (the "*Expedited Arbitration Rules*") and the judgment upon the award rendered may be entered in any court having jurisdiction thereof. If, at the time such arbitration is to be held, the American Arbitration Association is not in existence and has no successor, the arbitrator shall be appointed by another arbitration association mutually agreed to by the parties and using the Expedited Arbitration Rules. The parties to the arbitration, in addition to the rights granted under the rules of such arbitration association, shall have the right to offer evidence and testify at the hearings, to be represented by counsel and to cross examine witnesses, and the arbitrators may consider facts and data which they may discover by their independent investigation and inquiry outside of such hearings, but such arbitration shall not vary the terms and conditions of this Agreement or the Lease. If it is finally determined by arbitration that the Noticing Party was not entitled to exercise self-help, the Noticing Party shall not be entitled to any reimbursement for such work, and same shall have been performed at the Noticing Party's sole cost and expense. The cost of any such arbitration shall be borne equally by each party.

(c) Nutclif Master will have no liability for any damage to vehicles on the Parking Areas or for any loss of property from within such vehicles, or for any injury suffered by any Nutclif Med Parties, any Kingsland Party, or any Kingsland Parking Users. Nutclif Med shall advise Kingsland, and Kingsland shall advise all Kingsland Parking Users, of the requirements of this Section 10, and each party shall be responsible for compliance by its respective parking users with such requirements. Nutclif Master may tow or attach violation notices to any vehicles within the Parking Areas and the Complex which are parked illegally or in areas designated for use by others, or in driveways, fire lanes or areas not striped for general parking, or which otherwise violate any parking rules and regulations promulgated by Nutclif Master; and Nutclif Med and/or Kingsland may tow or attach violation notices as aforesaid within the Parking Areas (provided that for Parking Area D, such right shall be exercisable by Nutclif Med and/or Kingsland during the Parking Area D Exclusive Period only). Any amount due from either Nutclif Med or Kingsland pursuant to this Section 10 shall be payable to Nutclif Master upon demand. Nothing contained herein shall be deemed to impose any obligation on Nutclif Master to police the Parking Areas.

11. Estoppel Certificates.

(a) Upon not less than five (5) days' prior notice by Nutclif Master, Nutclif Med and/or Kingsland, as the case may be, shall execute and deliver to Nutclif Master a statement certifying (i) the Commencement Date, (ii) the dates of any amendments or

modifications to this Agreement, (iii) that this Agreement was properly executed and is in full force and effect without amendment or modification, or, alternatively, that this Agreement and all amendments and modifications have been properly executed and are in full force and effect, (iv) the most recent monthly installments of the Maintenance Fee, (v) the date through which the Maintenance Fee has been paid, (vi) that no installment of the Maintenance Fee has been paid more than thirty (30) days in advance, (vii) that such party is not in arrears in the payment of any Maintenance Fee, (viii) that, to the best of such party's knowledge, no party to this Agreement is in default in the keeping, observance or performance of any covenant, agreement, provision or condition contained in this Agreement and no event has occurred which, with the giving of notice or the passage of time, or both, would result in a default by either party, except as specifically provided in the estoppel certificate, (ix) that, to the best of such party's knowledge, such party has no existing defenses, offsets, liens, claims or credits against the Maintenance Fee or against enforcement of this Agreement by Nutclif Master, (x) that such party has not received any notice of violation of any legal requirements relating to the Parking Areas, (xi) that no "hazardous substances" or "hazardous wastes" have been generated, manufactured, refined, transported, treated, stored, handled, disposed or spilled on or about the Parking Areas, and (xii) such other matters as reasonably requested by Nutclif Master. Each of Nutclif Med and Kingsland hereby acknowledges and agrees that such statement may be relied upon by any mortgagee, or any prospective purchaser, mortgagee or assignee of any mortgage, of the Parking Areas, the Complex, or any part thereof. If Nutclif Med or Kingsland fail to timely execute and deliver an estoppel certificate in accordance with this Section 11 (a "*Non-Responsive Party*"), the requesting party shall have the right to send a second notice to the Non-Responsive Party after the expiration of said five (5) day period which is substantially the same as the following statement (in at least 18-point bold type) and encloses a copy of the estoppel certificate required by such requesting party: "PURSUANT TO SECTION 11 OF THE PARKING EASEMENT AGREEMENT, IF [NON-RESPONSIVE PARTY] FAILS TO PROVIDE THE ESTOPPEL CERTIFICATE REQUESTED BY [REQUESTING PARTY] ON [SPECIFY DATE] BY THE DATE WHICH IS THREE (3) DAYS FOLLOWING THE DATE OF THIS NOTICE, THE ENCLOSED ESTOPPEL CERTIFICATE SHALL BE DEEMED APPROVED AND DELIVERED BY [NON-RESPONSIVE PARTY] TO [REQUESTING PARTY], AND [REQUESTING PARTY] SHALL HAVE THE RIGHT TO PROVIDE SUCH ESTOPPEL CERTIFICATE TO THE INTENDED RECIPIENT(S) AND BOTH [REQUESTING PARTY] AND ALL SUCH INTENDED RECIPIENT(S) SHALL BE DEEMED AUTHORIZED BY [NON-RESPONSIVE PARTY] TO RELY ON SAME, AS IF [NON-RESPONSIVE PARTY] HAD EXECUTED AND DELIVERED IT AS REQUIRED UNDER THE EASEMENT AGREEMENT."; and following the expiration of such additional three (3) day period as described in such second notice, the pertinent estoppel certificate enclosed in such second notice shall be deemed approved and delivered as aforesaid and may be relied on by any intended recipient of the requesting party.

12. Miscellaneous

(a) All notices or other communications required or permitted to be given hereunder must be given in writing and delivered personally, or by a reputable overnight delivery service, or sent by electronic mail (provided that the original notice or demand is also delivered by next day overnight delivery service) addressed as follows:

If to Nutclif Master:

PB Nutclif Master, LLC
c/o Prism Capital Partners
200 Broadacres Drive
Bloomfield, New Jersey 07003
E-Mail: Eugene.Diaz@prismpartners.net

with a copy to:

Fox Rothschild LLP
15 Maple Avenue
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.
E-Mail: rklausner@foxrothschild.com

If to Nutclif Med:

PB Nutclif Med, LLC
c/o Prism Capital Partners
200 Broadacres Drive
Bloomfield, New Jersey 07003
E-Mail: Eugene.Diaz@prismpartners.net

with a copy to:

Fox Rothschild LLP
15 Maple Avenue
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.
E-Mail: rklausner@foxrothschild.com

If to Kingsland:

Kingsland Street Urban Renewal, LLC
Hackensack University Medical Center
30 Prospect Avenue
Hackensack, New Jersey 07601
Attention: Robert Glenning, Executive Vice President and Chief Financial Officer
E-Mail: RGlenning@HackensackUMC.org

with a copy to:

Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, New Jersey 07924
Attention: Anthony R. Coscia, Esq.
E-Mail: acoscia@windelsmarx.com

And

Seton Hall University
400 South Orange Avenue
South Orange, New Jersey
Attention Dennis J. Garbini, Vice President for Administration
E-Mail: Dennis.Garbini@shu.edu

With a copy to

Connell Foley LLP
85 Livingston Avenue
Roseland New Jersey
Attention: Kevin Coakley, Esq.
E-Mail: kcoakley@connellfoley.com

The foregoing addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by overnight delivery service will be deemed to have been delivered to the addressee on the first (1st) business day after transmittal, or, if delivered personally, on the date of delivery. A notice sent via electronic mail will be deemed to be delivered when sent provided that the original notice or demand is also delivered by next day overnight delivery service. Counsel for a party may give notice to the other party with the same effect as if given by a party.

(b) If the Parking Areas are destroyed or damaged or are taken or condemned by any competent authority, Nutclif Master shall use reasonable efforts to provide a reasonable alternative location with reasonably comparable utility to the Parking Areas destroyed, damaged or taken.

(c) Neither Nutclif Med nor Kingsland shall not affix or display any sign, notice or advertisement in, to, on or about the Parking Areas without first obtaining the written consent of Nutclif Master.

(d) Each of Nutclif Med's and Kingsland's use of the Parking Areas shall be subject to such rules and regulations as may be promulgated by Nutclif Master from time to time. Nutclif Master shall provide Nutclif Med and Kingsland with a copy of any such rules and regulations prior to such rules and regulations becoming effective.

(e) This Agreement shall constitute the entire contract between the parties and shall supersede any and all prior agreements between the parties hereto with respect to the granting of any right to Nutclif Med and/or Kingsland to use the Parking Areas.

(f) No modification, waiver or amendment of this Agreement or any provision hereof shall be valid unless the same is in writing, and signed by both parties hereto.

(g) If any provision of this Agreement shall be deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

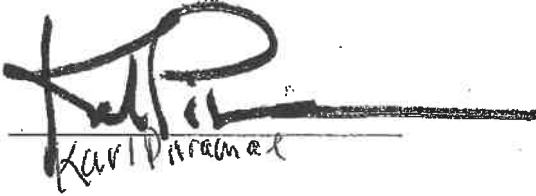
(i) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and together a single instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(j) Kingsland represents and warrants to Nutclif Master that: (i) the execution and delivery of, the consummation of the transactions contemplated by and the performance of all its obligations under, this Agreement by Kingsland have been duly and validly authorized by its general partners, to the extent required by its partnership agreement and applicable law, if Kingsland is a partnership or, if Kingsland is a limited liability company, by its manager, representative(s) or members to the extent required by its operating agreement and applicable law or, if Kingsland is a corporation, by its board of directors, if necessary, and by its stockholders, if necessary, at meetings duly called and held on proper notice for that purpose at which there were respective quorums present and voting throughout; (ii) no other approval, partnership, corporate, governmental or otherwise, is required to authorize any of the foregoing or to give effect to the such party's execution and delivery of this Agreement; and (iii) the individual (or individuals) who executes and delivers this Agreement on behalf such party is authorized to do so.

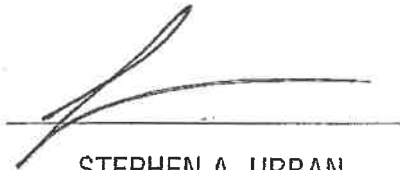
[Remainder of Page Left Intentionally Blank]

Signature Page to Parking Easement Agreement

WITNESS:



Karl Pirramal

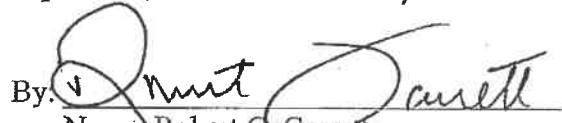


STEPHEN A. URBAN
ATTORNEY AT LAW
STATE OF NEW JERSEY

KINGSLAND:

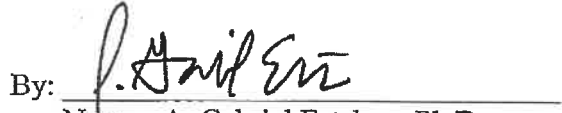
**KINGSLAND STREET URBAN RENEWAL,
LLC**, a New Jersey limited liability company

By: HACKENSACK UNIVERSITY MEDICAL
CENTER, a New Jersey not-for-profit
corporation, its Member



By: Robert C. Garrett
Name: Robert C. Garrett
Title: CEO

By: SETON HALL UNIVERSITY, a New
Jersey not-for-profit corporation,
its Member



By: A. Gabriel Esteban
Name: A. Gabriel Esteban, Ph.D.
Title: President

[acknowledgements continue on following page]

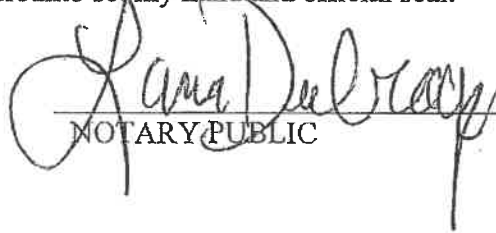
Signature Page to Parking Easement Agreement

STATE OF NEW JERSEY

COUNTY OF ESSEX

I HEREBY CERTIFY, that on this 13th day of July 2016, before me, a Notary Public of the State aforesaid, personally appeared Eugene Robert Diaz, who acknowledged himself to be the Manager and Member of PRISM NUTCLIF MANAGER, LLC, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of each of PB Nutclif Master, LLC and PB Nutclif Med, LLC, and that he as such Manager and Member executed the foregoing Agreement for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

[acknowledgements continue on following page]

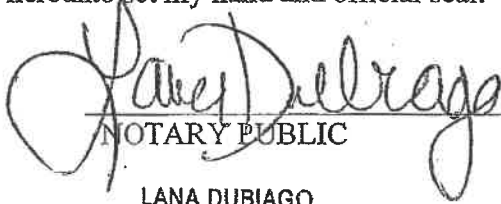
LANA DUBIAGO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/9/2020

STATE OF NEW JERSEY

COUNTY OF ESSEX

I HEREBY CERTIFY, that on this 13th day of July 2016; before me, a Notary Public of the State aforesaid, personally appeared **Robert C. Garrett**, who acknowledged himself to be the CEO of **HACKENSACK UNIVERSITY MEDICAL CENTER**, a New Jersey corporation, which is a Member of Kingsland Street Urban Renewal, LLC, a New Jersey limited liability company, and that he as such CEO executed the foregoing Agreement for the purposes therein contained, by signing his name as CEO and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC

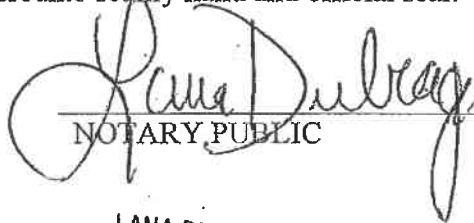
LANA DUBIAGO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/9/2020

STATE OF NEW JERSEY

COUNTY OF ESSEX

I HEREBY CERTIFY, that on this 13th day of July 2016, before me, a Notary Public of the State aforesaid, personally appeared **A. Gabriel Esteban, Ph.D.**, who acknowledged himself to be the President of **SETON HALL UNIVERSITY**, a New Jersey not-for-profit corporation, which is a Member of Kingsland Street Urban Renewal, LLC, a New Jersey limited liability company, and that he as such President executed the foregoing Agreement for the purposes therein contained, by signing his name as President and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC

LANA DUBIAGO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/9/2020

EXHIBIT A

NUTCLIF MASTER PROPERTY

[SEE ATTACHED]



LOT 10, BLOCK 79.04
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point in the southerly line of Isabella Street (50' wide), said point being South 54°11'22" East, a distance of 506.36' from the intersection of the southerly line of Isabella Street (50' wide) with the easterly line of Bloomfield Avenue (50' wide), and running thence;

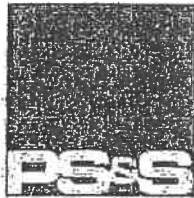
1. Along the southerly line of Isabella Street (50' wide), South 54°11'22" East, a distance of 175.15' to a point, thence;
2. Along the easterly line of Isabella Street, North 24°06'38" East, a distance of 51.06' to a point, thence;
3. Along the dividing line between Block 79.04 Lot 10 and block 79.04 lot 6, North 20°55'08" East, a distance of 307.76' to a point, thence;
4. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 2, South 59°48'22" East, a distance of 399.00' to a point, thence;
5. Along the westerly line of Norfolk Southern (50' wide), South 8°03'48" West, a distance of 487.64' to a point, thence;
6. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 21, North 59°48'22" West, a distance of 689.81' to a point, thence;
7. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 19, North 24°06'38" East, a distance of 115.00' to the **POINT OF BEGINNING**.

Containing an area of 223,930 square feet or 5.141 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

67B Mountain Blvd Ext
PO Box 4038
Warren, NJ 07059
t. 732.580.8700

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

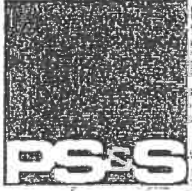


LOT 21, BLOCK 79.04
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Bloomfield Avenue (50' wide), said point being North $24^{\circ}06'38''$ East, a distance of 212.31' from the intersection of the easterly line of Bloomfield Avenue with the dividing line between Passaic County and Essex County, said point of beginning also being South $24^{\circ}06'38''$ West, a distance of 251.06' from the intersection of the easterly line of Bloomfield Avenue and the southerly line of Isabella Street (50' wide), and running thence;

1. Along the easterly line of Bloomfield Avenue (50' wide), North $24^{\circ}06'38''$ East, a distance of 51.06' to a point, running thence;
2. Along the northerly line of a private road, said line being the dividing line between Block 79.04 Lot 21 and Block 79.04 Lots 15 & 19 the following 3 courses, South $54^{\circ}11'22''$ East, a distance of 311.59' to a point of curvature, running thence;
3. Still along the said northerly and dividing line, on a curve to the right having a radius of 363.10', an arc length of 170.74', the chord bearing South $40^{\circ}43'08''$ East, a distance of 169.17' to a point of tangency, running thence;
4. Still along the said northerly and dividing line, South $27^{\circ}14'52''$ East, a distance of 48.16' to a point, running thence;
5. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 19, North $24^{\circ}06'38''$ East, a distance of 147.53' to a point, running thence;
6. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 10, South $59^{\circ}48'22''$ East, a distance of 689.81' to a point, running thence;
7. Along the westerly line of Norfolk Southern (50' wide) the following 2 courses, South $8^{\circ}03'48''$ West, a distance of 196.91' to a point of curvature, running thence;
8. Still along the said westerly line, on a curve to the left having a radius of 1935.08', an arc length of 256.28', the chord bearing South $4^{\circ}16'09''$ West, a distance of 256.10' to a point, running thence;
9. Along the dividing line Passaic County and Essex County, said line being the dividing line between Block 79.04 Lot 21 and Block 200 Lots 1 & 2, Block 102 Lots 1 & 2, Block 101 Lots 1 & 2, North $55^{\circ}11'22''$ West, a distance of 862.66' to a point, running thence;


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t. 732.560.9700

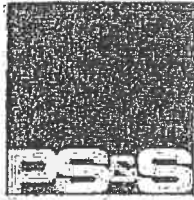


10. Along the dividing line Passaic County and Essex County, said line being the dividing line between Block 79.04 Lot 21 and Block 101 Lot 1, North $54^{\circ}18'52''$ West, a distance of 10.31' to a point, running thence;
11. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 26, North $24^{\circ}06'38''$ East, a distance of 153.83' to a point, running thence;
12. Along the southerly line of a private road, said line being the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 26 the following 3 courses, North $27^{\circ}14'52''$ West, a distance of 49.10' to a point of curvature, running thence;
13. Still along the said northerly and dividing line, on a curve to the left having a radius of 313.10', an arc length of 147.23', the chord bearing n $40^{\circ}43'08''$ w, 145.87' to a point of tangency, running thence;
14. Still along the said northerly and dividing line, North $54^{\circ}11'22''$ West, a distance of 301.24', to the **POINT OF BEGINNING**.

Containing an area of 314,546 square feet or 7.221 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



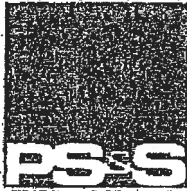
LOT 1.01, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at the intersection of the Easterly line of lot 1, block 79.02 and the northwest corner of lot 1.01, block 80.02, said point also having New Jersey State Plane Coordinates of North 730,403.2244 and East 586,744.5920 and running thence;

1. Along the Southerly line of Lot 2.01 in Block 80.02, line of lands of the city of Jersey City Water Supply, South 59°21'59" East, a distance of 603.47 feet to a point thence;
2. Along the same and on a curve to the right, having a radius of 175.00 feet, an arc length of 36.35 feet, whose chord bears South 53°24'54" East, a chord distance of 36.29 feet to a point, thence;
3. Along the same, South 47°27'50" East, a distance of 405.33 feet to a point in the westerly line of lot 3, block 80.02 thence;
4. Along said westerly line of lot 3, block 80.02, South 43°30'57" West, a distance of 27.34 feet to a point thence;
5. Along the same, South 10°45'13" East, a distance of 232.26 feet to a point thence;
6. Along the same, South 31°54'48" West, a distance of 584.29 feet to a point thence;
7. Along the same, South 13°05'13" East, a distance of 50.70 feet to a point thence;
8. Along the same, South 31°54'46" West, a distance of 24.55 feet to a point in the division line between the city of Clifton, Passaic County to the North, with the township of Nutley, Essex county to the South, thence;
9. Along said division line, North 54°41'40" West, a distance of 824.56 feet to a point of cusp on the Easterly line of lot 1, block 79.02 thence;
10. Along the same and on a curve to the right, having a radius of 1885.08 feet, an arc length of 284.03 feet, whose chord bears North 03°44'49" East, a chord distance of 283.76 feet to a point thence;
11. Along the same, North 08°03'48" East, a distance of 664.22 feet to the **POINT OF BEGINNING.**

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Warren, NJ 07059

t. 732.560.9700



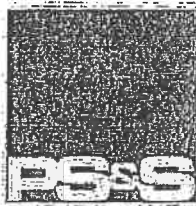
Containing an area of 842,273 square feet or 19.336 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.01 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, appearing to read 'F.C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 9/21/2016.



LOT 1.02, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

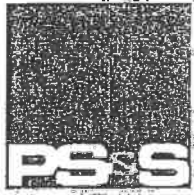
BEGINNING at a point, said point being the intersection of the southerly line of New Jersey State Highway Route 3 (180' wide R.O.W.), with the northwesterly corner of Lot 1.02, Block 80.02, said point also having New Jersey State Plane Coordinates of North 730,625.8094 and East 586,776.1250 and running thence;

1. Along said right of way line, South 58°00'46" East, a distance of 60.17 feet to a point thence;
2. Along the same, South 08°03'48" West, a distance of 35.55 feet to a point thence;
3. Along the same, South 58°00'46" East, a distance of 1102.64 feet to a point in the Northerly line of Lot 3, Block 80.02, thence;
4. Along said Northerly line, South 43°30'57" West, a distance of 195.71 feet to a point in the Northerly line Lot 2.01 in Block 80.02, thence;
5. Along said Northerly line of Lot 2.01 in Block 80.02, North 47°27'50" West, a distance of 406.11 feet to a point thence;
6. Along the same and on a curve to the left, having a radius of 220.00 feet, an arc length of 45.70 feet, whose chord bears North 53°24'54" West, a chord distance of 45.62 feet to a point thence;
7. Along the same, North 59°21'59" West, a distance of 622.17 feet to a point in the Easterly line of Lot 1, Block 79.02, thence;
8. Along said Easterly line, North 08°03'48" East, a distance of 176.08 feet to the **POINT OF BEGINNING**.

Containing an area of 151,625 square feet or 3.481 acres more or less.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

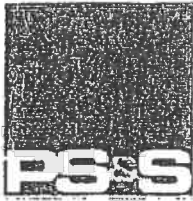


Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.02 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 9/21/2016.

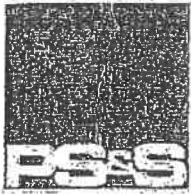


LOT 4.04, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point, said point being the intersection of the southerly line of water street (variable width R.O.W.), with the northwesterly corner of Lot 6, Block 80.02, said point also having New Jersey State Plane Coordinates of north 728,734.86 and east 588,622.34 and running thence;

1. Along the easterly line of Lot 4.04, Block 80.02, South 40°48'18" West, a distance of 485.26 feet to a point thence;
2. Along the same, South 37°37'52" West, a distance of 74.95 feet to a point, said point also being the county and township limit lines between city of Clifton, Passaic County to the north and the township of Nutley, Essex county to the south, thence;
3. Along said county line, North 54°41'40" West, a distance of 440.23 feet to a point on the division line between Lot 4.04 to the East and Lot 4.02 to the west in Block 80.02, thence;
4. Along the easterly line of Lot 4.02 in Block 80.02, North 31°54'46" East, a distance of 184.55 feet to a point, thence;
5. Along the northerly line of Lots 4.01 and 4.02 in Block 80.02, North 58°05'14" West, a distance of 604.47 feet to a point, thence;
6. Along the westerly line of Lot 4.01 in Block 80.02, South 31°54'46" West, a distance of 148.74 feet to a point, said point being the county and township limit line between the City of Clifton in Passaic County to the North and the Township of Nutley in Essex County to the South, thence;
7. Along said municipal boundary line, North 54°41'40" West, a distance of 99.25 feet to a point along the easterly line of Lot 3 in Block 80.02, thence;
8. Along said easterly line of Lot 3 in Block 80.02, North 31°54'46" East, a distance of 36.39 feet to a point, thence;
9. Along the same, North 13°05'13" West, a distance of 50.70 feet to a point, thence;
10. Along the same, North 31°54'48" East, a distance of 583.70 feet to a point, thence;
11. Along the same, North 10°45'13" West, a distance of 229.21 feet to a point, thence;

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PO Box 4039
Warren, NJ 07069
t. 732.560.9700



12. Along the same, North $43^{\circ}30'57''$ East, a distance of 14.96 feet to the southerly line of Lot 2.03 in Block 80.02, lands of Jersey City Water Supply Company, thence;
13. Along said southerly line, South $47^{\circ}27'50''$ East, a distance of 185.34 feet to a point of curvature, thence;
14. Along the same and on a curve to the right, having a radius of 174.99 feet, an arc length of 11.03 feet, whose chord bears South $45^{\circ}39'32''$ East, a chord distance of 11.02 feet to a point, thence;
15. Along the same, South $43^{\circ}51'15''$ East, a distance of 1100.56 feet to a point along the westerly line of Water Street (variable width R.O.W.) thence;
16. Along said westerly line of Water Street, south $38^{\circ}53'45''$ west, a distance of 7.26 feet to a point thence;
17. Along the southerly line of Water Street, South $44^{\circ}06'15''$ East, a distance of 159.56 feet to the **POINT OF BEGINNING**.

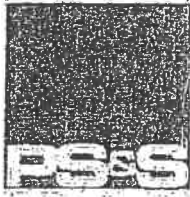
Containing an area of 753,370 square feet or 17.295 acres more or less.

Excepting therefrom Lot 4.03 in Block 80.02, as described below.

BEGINNING at a point, said point being distant of 122.39 feet on a bearing of North $70^{\circ}48'27''$ West from the intersection of the westerly line of Lot 6 in Block 80.02 and the easterly line of Lot 4.04 in Block 80.02, said point also being in the southerly right of way line of Water Street (variable width R.O.W.) and running thence;

1. On a curve the right, having a radius of 70.00 feet, an arc length of 103.74 feet, whose chord bears South $1^{\circ}38'59''$ East, a chord distance of 94.50 feet to a point of tangency, thence;
2. South $40^{\circ}48'18''$ West, a distance of 263.03 feet to a point, thence;
3. North $58^{\circ}05'14''$ West, a distance of 364.13 feet to a point, thence;
4. North $31^{\circ}54'46''$ East, a distance of 379.86 feet to a point, thence;
5. South $58^{\circ}05'14''$ East, a distance of 186.93 feet to a point, thence;
6. South $44^{\circ}06'15''$ East, a distance of 170.67 feet to the **POINT OF BEGINNING**.

Containing an area of 142,042 square feet or 3.261 acres more or less;



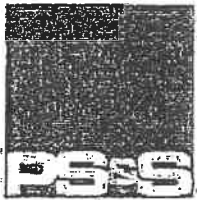
Remaining area of Lot 4.04 in Block 80.02= 611,328 square feet or 14.034 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.04 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 4.05, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

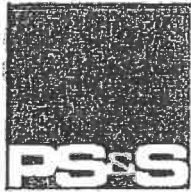
BEGINNING at a point, said point being the intersection of the southerly line of New Jersey State Highway Route 3 (180' wide right of way) and the westerly line of Colin Avenue (50' wide right of way), said point also having New Jersey State Plane Coordinates of North 729,283.46 and East 588,860.54 and running thence;

1. Along said westerly line of Colin Avenue, South $35^{\circ}30'45''$ West a distance of 497.04 feet thence;
2. On a curve to the right, having a radius of 10.00 feet, an arc length of 17.56 feet, whose chord bears South $85^{\circ}49'05''$ West, a chord distance of 15.39 feet, to a point along the northerly line of Lot 2.03 in Block 80.02, thence;
3. Along the northerly line of Lot 2.03 in Block 80.02, North $43^{\circ}51'15''$ West, a distance of 1112.36 feet to a point of curvature, thence;
4. Along the same, and on a curve to the left, having a radius of 220.00 feet, an arc length of 13.86 feet, whose chord bears North $45^{\circ}39'32''$ West a chord distance of 13.86 feet to a point, thence;
5. Along the same, North $47^{\circ}27'50''$ West, a distance of 184.57 feet, to a point in the easterly line of lot 3 in block 80.02, thence;
6. Along the same, North $43^{\circ}30'57''$ East, a distance of 200.38 feet to a point in the southerly line of New Jersey State Highway Route 3, thence;
7. Along said southerly line of Route 3, South $58^{\circ}00'46''$ East, a distance of 1276.50 feet to the **POINT OF BEGINNING**.

Containing an area of 449,874 square feet or 10.328 acres more or less.

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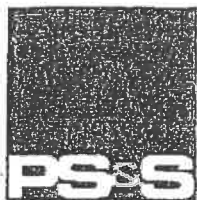


Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.05 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, which appears to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 2, BLOCK 102
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the westerly line of Windsor Place (50' wide), said point being North 34°59'02" East, a distance of 450.00' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the dividing line between Block 102 Lot 2 and Block 102 Lot 9, North 55°00'58" West, a distance of 177.44" to a point, running thence;
2. Along the dividing line between Block 102 Lot 2 and Block 102 Lots 17 through 22 & 1, North 34°51'38" East, a distance of 307.39' to a point, running thence;
3. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 102 Lot 2 and Block 79.04 Lot 24, South 55°11'22" East, a distance of 178.10' to a point, running thence;
4. Along the westerly line of Windsor Place (50' wide), South 34°59'02" West, a distance of 307.92' to the **POINT OF BEGINNING**.

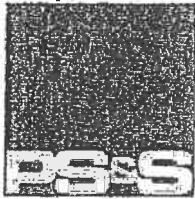
Containing an area of 54,691 square feet or 1.255 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

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LOT 9, BLOCK 102
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being North 32°34'28" West, a distance of 191.10' from the intersection of the northerly line of Kingsland Street (50' wide) with the westerly line of Windsor Place (50' wide), and running thence;

1. Along the dividing line between Block 102 Lot 9 and Block 102 Lots 10, 13 through 17, North 34°51'38" East, a distance of 377.06' to a point, running thence;
2. Along the dividing line between Block 102 Lot 9 and Block 102 Lot 2, South 55°00'58" East, a distance of 177.44' to a point, running thence;
3. Along the westerly line of Windsor Place (50' wide), South 34°59'02" West, a distance of 100.00', to a point, running thence;
4. Along the dividing line between Block 102 Lot 9 and Block 102 Lot 3, North 55°00'58" West, a distance of 105.00' to a point, running thence;
5. Along the dividing line between Block 102 Lot 9 and Block 102 Lots 3 through 6 & 8, South 34°59'02" West, a distance of 306.64', to a point, running thence;
6. Along the northerly line of Kingsland Street (50' wide), North 32°34'28" West, a distance of 77.50', to the **POINT OF BEGINNING**.

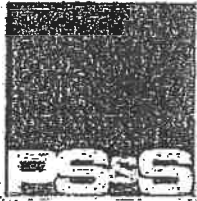
Containing an area of 38,719 square feet or 0.888 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

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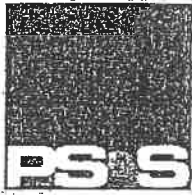


LOT 1, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Windsor Place (50' wide), said point being n 34°59'02" e, 627.59' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the easterly line of Windsor Place (50' wide), North 34°59'02" East, a distance of 151.25' to a point, running thence;
2. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 200 Lot 1 and Block 79.04 Lot 21, South 55°11'22" East, a distance of 85.01' to a point, running thence;
3. Along the dividing line between Block 200 Lot 1 and Block 200 Lot 2 the following 8 courses, North 68°38'37" West, a distance of 19.44' to a point, running thence;
4. Still Along the said dividing line, South 85°08'46" West, a distance of 6.53' to a point, running thence;
5. Still Along the said dividing line, South 36°09'02" West, a distance of 60.44' to a point, running thence;
6. Still Along the said dividing line, South 17°07'58" East, a distance of 29.11' to a point, running thence;
7. Still Along the said dividing line, South 55°17'58" East, a distance of 15.00' to a point, running thence;
8. Still Along the said dividing line, South 12°12'58" East, a distance of 16.00' to a point, running thence;
9. Still Along the said dividing line, South 39°26'02" West, a distance of 44.00' to a point, running thence;
10. Still Along the said dividing line, South 34°42'02" West, a distance of 9.78' to a point, running thence;
11. Along the dividing line between Block 200 Lot 1 and Block 200 Lot 24, North 55°00'58" West, a distance of 106.22' to the **POINT OF BEGINNING**.

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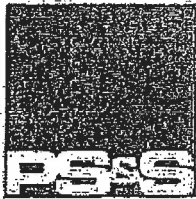


Containing an area of 12,423 square feet or 0.285 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written in a cursive style.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



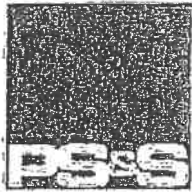
LOT 2, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point, said point being the intersection of the westerly line of Norfolk Southern (50' wide) with the dividing line between Essex County and Passaic County, and running thence;

1. Along the westerly line of Norfolk Southern (50' wide) Along a curve to the left having a radius of 1935.08', an arc length of 402.07', the chord bearing, South 5°28'39" East, a distance of 401.34' to a point, running thence;
2. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 3, North 56°03'28" West, a distance of 314.54' to a point, running thence;
3. Along the dividing line between Block 200 Lot 2 and Block 200 Lots 24 & 1, North 34°42'02" East, a distance of 169.12' to a point, running thence;
4. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 39°26'02" East, a distance of 44.00' to a point, running thence;
5. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 12°12'58" West, a distance of 16.00' to a point, running thence;
6. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 55°17'58" West, a distance of 15.00' to a point, running thence;
7. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 17°07'58" West, a distance of 29.11' to a point, running thence;
8. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 36°09'02" East, a distance of 60.44' to a point, running thence;
9. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 85°08'46" East, a distance of 6.53' to a point, " running thence;
10. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, South 68°38'37" East, a distance of 19.44' to a point, running thence;
11. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 200 Lot 2 and Block 79.04 Lot 21, South 55°11'22" East, a distance of 76.03', to the **POINT OF BEGINNING**.

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Containing an area of 58,209 square feet or 1.336 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



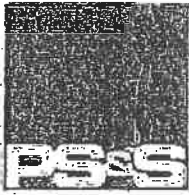
LOT 3, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the westerly line of Norfolk Southern (50' wide), said point being North 26°03'12" West, a distance of 165.77' from the intersection of the westerly line of Norfolk Southern (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 4, North 62°17'28" West, a distance of 178.88' to a point, running thence;
2. Along the dividing line between Block 200 Lot 3 and Block 200 Lots 4, 5 & 6, North 60°17'56" West, a distance of 87.68' to a point, running thence;
3. Along the rear line of Lots fronting on Kingsland Street, North 56°03'28" West, a distance of 435.96' to a point, running thence;
4. Along the rear line of Block 200 Lot 16, North 55°17'58" West, a distance of 50.00' to a point, running thence;
5. Along the rear line of Lots fronting on Windsor Place, North 34°40'34" East, a distance of 300.00' to a point, running thence;
6. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 23, North 55°00'58" West, a distance of 0.66' to a point, running thence;
7. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 24, North 34°42'02" East, a distance of 47.60' to a point, running thence;
8. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 2, South 56°03'28" East, a distance of 314.54' to a point, running thence;
9. Along the westerly line of Norfolk Southern (50' wide) on a curve to the left having a radius of 1935.08', an arc length of 493.89', the chord bearing, South 18°44'29" East, a chord distance of 492.55', to a point of tangency, running thence;
10. Still along the westerly line of Norfolk Southern (50' wide), South 26°03'12" East, a distance of 47.51', to the **POINT OF BEGINNING**.

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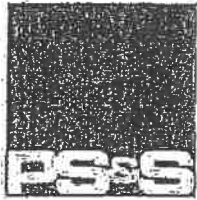


Containing an area of 181,265 square feet or 4.161 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in cursive script, reading 'Francis C. Wecht, Jr.', is positioned above a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 4, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (variable width) where it intersects the westerly line of Norfolk Southern (50' wide), and running thence;

1. Along the northerly line of Kingsland Street (variable width), North $72^{\circ}11'58''$ West, a distance of 113.85' to a point, running thence;
2. Along the northerly line of Kingsland Street (variable width), North $67^{\circ}06'28''$ West, a distance of 228.25' to a point, running thence;
3. Along the dividing line between Block 200 Lot 4 and Block 200 Lot 5 (former westerly line of miller street), North $22^{\circ}53'32''$ East, a distance of 100.68' to an angle point, running thence;
4. Still along the dividing line on a curve to the right having a radius of 2005.00', an arc length of 47.65', the chord bearing North $22^{\circ}50'33''$ West, a chord distance of 47.65' to an angle point, running thence;
5. Along the dividing line between Block 200 Lot 4 and Block 200 Lot 3 the following 2 courses, South $60^{\circ}17'56''$ East, a distance of 87.68' to a point, running thence;
6. Still along the dividing line, South $62^{\circ}17'28''$ East, a distance of 178.88' to a point, running thence;
7. Along the westerly line of Norfolk Southern (50' wide), South $26^{\circ}03'12''$ East, a distance of 150.39', to the **POINT OF BEGINNING**.

Containing an area of 33,765 square feet or 0.775 acres more or less.

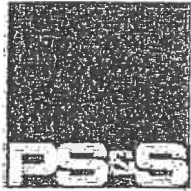
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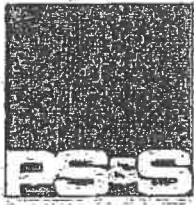
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Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190



June 28, 2016.



LOTS 5 & 6, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being n 67°06'28" w, 353.26' from the intersection of the northerly line of Kingsland Street (50' wide) with the westerly line of Norfolk Southern (50' wide), and running thence;

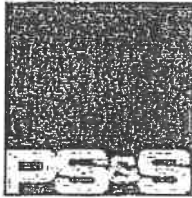
1. Along the northerly line of Kingsland Street (50' wide), North 67°06'28" West, a distance of 73.74' to a point of non-tangency, running thence;
2. Still along the northerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 1292.15', an arc length of 52.15', the chord bearing, North 63°45'15" West, a chord distance of 52.14' to a point, running thence;
3. Along the dividing line between Block 200 Lot 6 and Block 200 Lot 7, North 34°42'02" East, a distance of 145.83' to a point, running thence;
4. Along the dividing line between Block 200 Lots 5 & 6 and Block 200 Lot 3 the following 2 courses, South 56°03'28" East, a distance of 60.00' to a point, running thence;
5. Still along the dividing line, South 60°17'56" East, a distance of 2.96' to a point, running thence;
6. Along the dividing line between Block 200 Lot 5 and Block 200 Lot 4 (former westerly line of Miller Street), on a curve to the left having a radius of 2005.00', an arc length of 47.65', the chord bearing South 22°50'33" East, a chord distance of 47.65' to an angle point, running thence;
7. Still along the dividing line, South 22°53'32" West, a distance of 100.68' to the point of beginning.

Containing an area of 14,790 square feet or 0.340 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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Francis C. Wecht, Jr.
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NJ License No. 27190
June 28, 2016.



LOT 24, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Windsor Place (50' wide), said point being North 34°59'02" East, a distance of 420.65' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the easterly line of Windsor Place (50' wide), North 34°59'02" East, a distance of 206.94' to a point, running thence;
2. Along the dividing line between Block 200 Lot 24 and Block 200 Lot 1, South 55°00'58" East, a distance of 106.22' to a point, running thence;
3. Along the dividing line between Block 200 Lot 24 and Block 200 Lots 2 & 3, South 34°42'02" West, a distance of 206.94' to a point, running thence;
4. Along the dividing line between Block 200 Lot 24 and Block 200 Lot 23, North 55°00'58" West, a distance of 107.24' to the **POINT OF BEGINNING**.

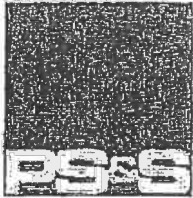
Containing an area of 22,087 square feet or 0.507 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

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LOT 1, BLOCK 201
(WESTERN PORTION)
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (variable width) where it intersects the easterly line of Norfolk Southern (50' wide), and running thence;

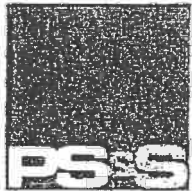
1. Along the easterly line of Norfolk Southern (50' wide) the following 2 courses,
2. North 26°03'12" West, a distance of 255.32' to a point of curvature, running thence;
3. Still along the easterly line of Norfolk Southern on a curve to the right, having a radius of 1885.08', an arc length of 838.43', the chord bearing, North 13°18'41" West, a distance of 831.54' to a point, running thence;
4. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 201 Lot 1 (Western Portion) and Block 80.02 Lot 1.01 in the City of Clifton, South 54°41'40" East, a distance of 824.56' to a point, running thence;
5. Along the dividing line between Block 201 Lot 1 (Western Portion) and the PSE&G right of way, the following 2 courses, South 31°54'46" West, a distance of 386.64' to a point, running thence;
6. Still, along the dividing line, South 30°52'19" West, a distance of 282.36' to a point, running thence;
7. Along the northerly line of Kingsland Street (variable width), North 66°58'10" West, a distance of 21.78' to the **POINT OF BEGINNING**.

Containing an area of 332,518 square feet or 7.634 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

67B Mountain Blvd Ext
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Warren, NJ 07059

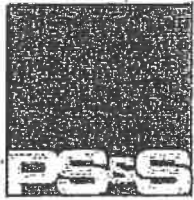
t. 732.560.9700



Being portion of Lot 1 (Western Portion) in Block 201 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, which appears to read "Francis C. Wecht, Jr.", is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.

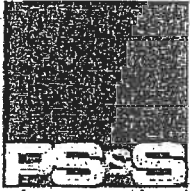


LOT 1, BLOCK 201
(EASTERN PORTION)
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at an angle point in the northerly line of Kingsland Street (variable width), said point the intersection of the northerly line of Kingsland Street (variable width) with the easterly line of PSE&G right of way, and running thence;

1. Along said easterly line of PSE&G right of way, North 30°52'19" East, a distance of 278.69' to an angle point, thence;
2. Along the same, North 31°54'46" East, a distance of 384.93' to a point, said point also being the northerly township limits of the township of Nutley, Essex County, running thence;
3. Along said limits, South 54°41'40" East, a distance of 99.25 to a point, running thence;
4. Leaving said limit line, and along the westerly line of Lot 1.03 and Lot 1.02 in Block 300, South 31°54'46" West, a distance of 593.79' to a point, running thence;
5. Along the southerly line of Lot 1.02 in Block 300, North 58°05'14" East, a distance of 70.96' to a point along the block limit line between Block 201 to the west and Block 300 to the East, running thence;
6. Along said block limit line South 30°52'52" West, a distance of 65.01' to a point on the northerly line of Lot 1.01 in Block 300, running thence;
7. Along the same, North 58°05'14" West, a distance of 72.13' to a point, running thence;
8. Along the westerly line of Lot 1.01 in Block 300, South 31°54'46" West, a distance of 14.06' to a point of cusp in the northerly line of Kingsland Street, (variable width R.O.W.), running thence;
9. On a curve to the left, having a radius of 180.00', and arc length of 4.07 whose chord bears North 22°10'35" West, a chord distance of 4.07' to a cusp, running thence;
10. Along the same and on a curve to the left, having a radius of 95.00', and arc length of 73.20' whose chord bears North 44°53'55" West, a chord distance of 71.40' to a point of tangency, running thence;

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11. Along the same, North $66^{\circ}58'10''$ West, a distance of 21.46' to the **POINT OF BEGINNING.**

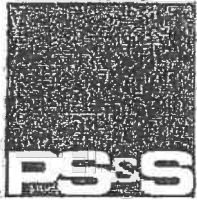
Containing an area of 69,403 square feet or 1.593 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1 (Eastern Portion) in Block 201 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 9/23/2016.



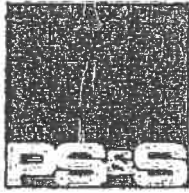
LOT 1, BLOCK 300,
TOWNSHIP OF NUTLEY, ESSEX COUNTY,
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being the intersection of the westerly line of Lot 58 in Block 300 and the easterly line of Lot 1 in Block 300 and running thence;

1. Along the northerly line of Kingsland Street (variable width R.O.W), North $75^{\circ}11'08''$ West, a distance of 165.98' to a point of curvature, thence;
2. Along the same on a curve to the right having a radius of 2,108.68', an arc length of 153.72', whose chord bears North $73^{\circ}05'50''$ West, a chord distance of 153.68' to a point, thence;
3. Along the same, North $20^{\circ}10'52''$ East, a distance of 3.00' to a point of cusp, thence;
4. Along the same on an arc to the right, having a radius of 2112.36', an arc length of 42.87', whose chord bears North $70^{\circ}24'00''$ West, a chord distance of 42.87' to a point of tangency, thence;
5. Along the same, North $69^{\circ}49'15''$ West, a distance of 51.02' to a point of curvature, thence;
6. Along the same on a curve to the right, having a radius of 415.00' an arc length of 190.12', whose chord bears North $56^{\circ}41'42''$ West, a chord distance of 188.46' to a point, thence;
7. Leaving said right of way and along the easterly line of Lot 1.01 in Block 300 North $31^{\circ}54'46''$ East, a distance of 381.11', to a point, thence ;
8. Along the northerly line of Lot 1.01 in Block 300, North $58^{\circ}05'14''$ West, a distance of 532.34' to a point, said point being the block limit line between Block 201 to the West and Block 300 to the East, thence;
9. Along said block limit line, North $30^{\circ}52'52''$ East, a distance of 65.01' to a point along the southerly line of Lot 1.02 in Block 300, thence;
10. Along the southerly line of Lots 1.02 and 1.04 in Block 300, South $58^{\circ}05'14''$ East, a distance of 533.51' to a point, thence;
11. Along the easterly line of Lot 1.04 in Block 300, North $31^{\circ}54'46''$ East, a distance of 557.95 to a point in the Municipal Boundary Line between the Township of

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Nutley, Essex County to the south and the City of Clifton, Passaic County to the North, thence;

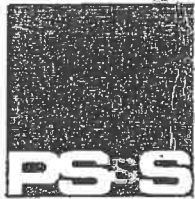
12. Along said Municipal Boundary Line, South $54^{\circ}41'40''$ East, a distance of 440.23' to a point thence;
13. Along the westerly line of Lots 2 through 13 in Block 300, South $37^{\circ}37'52''$ West, a distance of 513.93' to a point, thence;
14. Along the northerly line of Lots 16 and 20 in Block 300, North $44^{\circ}25'38''$ West, a distance of 218.72' to a point, thence;
15. Along the westerly line of Lots 20 and 21 and the westerly right of way line of Montclair Street (50' wide R.O.W.), South $20^{\circ}10'52''$ West, a distance of 372.05' to a point, thence;
16. Along the northerly line of Lots 21 through 28 in Block 300, South $75^{\circ}11'08''$ East, a distance of 305.99;' to a point thence;
17. Along the westerly line of Lot 58 in Block 300, South $14^{\circ}48'52''$ West, a distance of 150.00' to the **POINT OF BEGINNING**.

Containing an area of 404,374 square feet or 9.283 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 20, BLOCK 300
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Montclair Avenue (50' wide) where it intersects the easterly line of Block 300 Lot 1, and running thence;

1. Along the dividing line between Block 300 Lot 20 and Block 300 Lot 1 the following 2 courses, North 20°10'52" East, a distance of 221.39' to a point, running thence;
2. Still along the dividing line, South 44°25'38" east, a distance of 187.65' to a point, running thence;
3. Along the rear line of Lots fronting on Montclair Avenue, North 75°11'08" West, a distance of 122.05' to a point, running thence;
4. Along the dividing line between Block 300 Lot 20 and Block 300 Lot 19, South 20°10'52" West, a distance of 125.00' to a point, running thence;
5. Along the northerly line of Montclair Avenue (50' wide), North 75°11'08" West, a distance of 48.22' to the **POINT OF BEGINNING**.

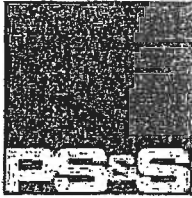
Containing an area of 14,171 square feet or 0.325 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

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LOT 1 IN BLOCK 2000
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the southerly line of Kingsland Street (50' wide), said point being the following 3 courses from the intersection of the southerly line of Kingsland Street (50' wide) with the westerly line of hillside avenue (50' wide) a. Along the southerly line of Kingsland Street (50' wide), North $55^{\circ}15'11''$ West, a distance of 198.80' to a point, running thence; b. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2913.68', and arc length of 229.85', the chord bearing North $59^{\circ}21'04''$ West, a chord distance of 229.79' to a point of compound curvature, running thence; c. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 815.45', and arc length of 69.40', the chord bearing North $64^{\circ}02'57''$ West, a chord distance of 69.38' to the point of beginning, running thence;

1. Along the dividing line between Block 2000 Lot 1 and Block 2000 Lots 2 & 3, South $37^{\circ}29'03''$ West, a distance of 217.81' to a point, running thence;
2. Along the dividing line between Block 2000 Lot 1 and Block 2000 Lot 5, North $64^{\circ}56'28''$ West, a distance of 35.56' to a point, running thence;
3. Along the dividing line between Block 2000 Lot 1 and Block 2101 Lot 1, North $37^{\circ}29'22''$ East, a distance of 216.00' to a point, running thence;
4. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 815.70', an arc length of 35.98', the chord bearing South $67^{\circ}45'27''$ East, a chord distance of 35.97' to the **POINT OF BEGINNING**.

Containing an area of 7,534 square feet or 0.172 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

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LOTS 4 & 5 IN BLOCK 2000 &
LOT 1 IN BLOCK 2101
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

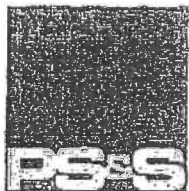
BEGINNING at a point in the southerly line of Kingsland Street (50' wide), said point being the following 2 courses from the intersection of the southerly line of Kingsland Street (50' wide) with the westerly line of hillside avenue (50' wide) a. Along the southerly line of Kingsland Street (50' wide), North 55°15'11" West, a distance of 198.80' to a point, running thence; b. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2913.68', and arc length of 100.46', the chord bearing North 58°04'44" West, a distance of 100.45' to the point of beginning, running thence;

1. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lot 6, South 37°27'52" West, a distance of 149.81' to a point, running thence;
2. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lots 6 & 7, South 58°05'08" East, a distance of 110.51' to a point, running thence;
3. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lots 12 through 18 & 20, South 37°27'52" West, a distance of 468.68' to a point, running thence;
4. Along the northerly line of a tract excepted from the overall parcel as per deed book 4271 page 899, said northerly line know being the dividing line between Block 2000 Lot 5 and Block 2000 Lot 27, North 54°30'08" West, a distance of 122.95' to a point of curvature, running thence;
5. Still partially along the northerly line of a tract excepted from the overall parcel as per deed book 4271 page 899, said northerly line know being the dividing line between Block 2000 Lot 5 and Block 2000 Lot 27, and then continuing along the dividing line between Block 2000 Lot 4 and Block 2000 Lot 27 on a curve to the left having a radius of 870.53', an arc length of 98.76', the chord bearing, North 57°45'08" West, a chord distance of 98.71' to a point of compound curvature, running thence;
6. Along the dividing line between Block 2000 Lot 5 & Block 2101 Lot 1 and Block 2000 Lot 27 on a curve to the left having a radius of 699.13', an arc length of 186.22', the chord bearing, North 68°37'39" West, a chord distance of 185.67' to a point of compound curvature, running thence;
7. Along the dividing line between Block 2101 Lot 1 and Block 2000 Lot 27 on a curve to the left having a radius of 260.08', an arc length of 145.28', the chord bearing, South 87°44'43" West, a chord distance of 143.39' to a point, running thence;

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8. Along the easterly line of Norfolk Southern (1/2 width 40') the following 3 courses, North $21^{\circ}42'08''$ West, a distance of 157.93' to a point of curvature, running thence;
9. Still along the easterly line of Norfolk Southern (1/2 width 40') on a curve to the left having a radius of 2905.00', an arc length of 220.55', the chord bearing North $23^{\circ}52'38''$ West, a chord distance of 220.50' to a point of tangency, running thence;
10. Still along the easterly line of Norfolk Southern (1/2 width 40'), North $26^{\circ}03'08''$ West, a distance of 111.99' to an angle point in Norfolk Southern, running thence;
11. Along the northerly line of Norfolk Southern, South $38^{\circ}43'52''$ West, a distance of 16.58' to an angle point in Norfolk Southern, running thence;
12. Along the easterly line of Norfolk Southern (variable width), North $26^{\circ}03'08''$ West, a distance of 409.97' to a point, running thence;
13. Along the dividing line between Block 2101 Lot 1 and Block 2101 Lot 2, North $63^{\circ}56'52''$ East, a distance of 4.46' to a point, running thence;
14. Along the southerly line of Kingsland Street (variable width) on a curve to the left having a radius of 149.48', an arc length of 114.18', the chord bearing South $47^{\circ}56'10''$ East, a chord distance of 111.42' to a point, running thence;
15. Still along the southerly line of Kingsland Street (variable width), South $69^{\circ}49'08''$ East, a distance of 178.84' to a point of curvature, running thence;
16. Along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2158.68', an arc length of 202.19', the chord bearing South $72^{\circ}30'08''$ East, a chord distance of 202.12' to a point of tangency, running thence;
17. Still along the southerly line of Kingsland Street (50' wide), South $75^{\circ}11'08''$ East, a distance of 454.25' to a point of curvature, running thence;
18. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 815.70', an arc length of 87.76', the chord bearing South $72^{\circ}06'12''$ East, a chord distance of 87.72' to a point, running thence;
19. Along the dividing line between Block 2101 Lot 1 and Block 2000 Lot 1, South $37^{\circ}29'22''$ West, a distance of 216.00' to a point, running thence;
20. Along the dividing line between Block 2000 Lot 4 and Block 2000 Lots 1 & 3, South $64^{\circ}56'28''$ East, a distance of 116.80' to a point, running thence;



21. Along the dividing line between Block 2000 Lot 4 and Block 2000 Lot 3, North $37^{\circ}29'22''$ East, a distance of 216.00' to a point, running thence;
22. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 2913.68', an arc length of 107.80', the chord bearing South $60^{\circ}19'28''$ East, a chord distance of 07.80' to the **POINT OF BEGINNING**.

Containing an area of 502,416 square feet or 11.534 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

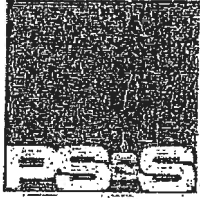
A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.' with a stylized flourish at the end.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

EXHIBIT B

NUTCLIF MED PROPERTY

[SEE ATTACHED]

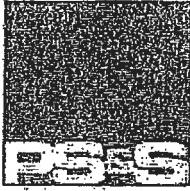


**LOT 1.01, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point on the northerly line of Kingsland Street (variable width right of way), said point being the following three (3) courses from the westerly corner of Lot 1 (Eastern Portion) in Block 201;

- a. Along the northerly Right of Way line of Kingsland Street, South $66^{\circ}58'10''$ East, a distance of 21.46 feet to a point on the same, thence;
- b. On a curve to the right, having a radius of 95.00 feet, and arc length of 73.20 feet, whose chord bears South $44^{\circ}53'55''$ East, a chord distance of 71.40 feet to a point of cusp, thence;
- c. On a curve to the right, having a radius of 180.00 feet, an arc length of 4.07 feet, whose chord bears South $22^{\circ}10'35''$ East, a chord distance of 4.07 feet to a point and running thence.
 1. Leaving said northerly right of way line, North $31^{\circ}54'46''$ East, a distance of 14.06 feet to a point, thence;
 2. South $58^{\circ}05'14''$ East. A distance of 604.47 feet to a point, thence;
 3. South $31^{\circ}54'46''$ West, a distance of 381.11 feet to a point of cusp on the northerly right of way line of Kingsland Street (variable width R.O.W.), thence;
 4. Along the same, on a curve to the right, having a radius of 415.00 feet, an arc length of 110.64 feet, whose chord bears North $35^{\circ}56'02''$ West, a chord distance of 110.31 feet to an angle point, thence;
 5. Along the same, South $37^{\circ}03'52''$ West, a distance of 3.76 feet to an angle point, thence;
 6. Along the same, North $26^{\circ}03'11''$ West, a distance of 533.68 feet to a point of curvature, thence;
 7. Along the same, on a curve to the right, having a radius of 70.00 feet, an arc length of 23.00 feet, whose chord bears South $16^{\circ}38'25''$ East, a chord distance of 22.90 feet to a point of reverse curvature, thence;

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8. Along the same, on a curve to the left having a radius of 180.00 feet, an arc length of 44.93 feet, whose chord bears North 14°22'40" West, a chord distance of 44.81 feet to the point and **PLACE OF BEGINNING**.

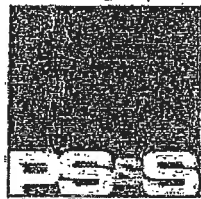
Containing an area of 130,289 square feet or 2.991 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.01 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, appearing to read 'F.C. Wecht, Jr.', written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.



**LOT 1.02, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point on the northerly line of Kingsland Street (variable width right of way), said point being distant of 113.56 feet on a bearing of North 87°47'48" East from westerly corner of Lot 1 in Block 201 (Eastern Portion) and running thence.

1. North 31°54'46" East, a distance of 371.25 feet to a point, thence;
2. South 58°05'14" East, a distance of 479.48 feet to a point, thence;
3. South 31°54'46" West, a distance of 371.25 feet to a point, thence;
4. North 58°05'14" West, a distance of 479.48 feet to the **POINT OF BEGINNING**.

Containing an area of 178,003 square feet or 4.086 acres more or less.

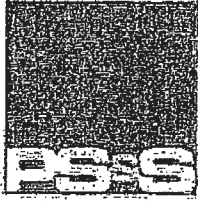
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.02 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

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Professional Land Surveyor
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August 1, 2016.

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**LOT 1.03, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

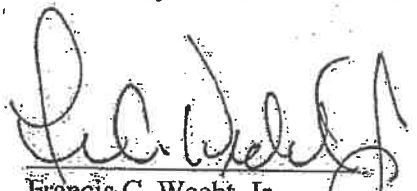
BEGINNING at a point, said point being the terminus point of the course No. 1 of Lot 1.02 in Block 300, and running thence.

1. North $31^{\circ}54'46''$ East, a distance of 222.54 feet to a point in the municipal line between the Township of Nutley, Essex County to the south and the City of Clifton, County of Passaic to the North, thence;
2. Along said municipal line, South $54^{\circ}41'40''$ East, a distance of 480.32 feet to a point, thence;
3. Leaving said municipal line, South $31^{\circ}54'46''$ West, a distance of 194.11 feet to a point, thence;
4. Along the dividing line between Block 300, Lot 1.03 and Block 300, Lot 1.02, North $58^{\circ}05'14''$ West, a distance of 479.48 feet to the **POINT OF BEGINNING**.

Containing an area of 99,886 square feet or 2.293 acres more or less.

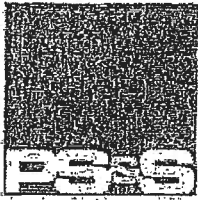
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.03 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

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Warren, NJ 07059

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**LOT 1.04, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point, said point being the terminus point of the course No. 3 of Lot 1.02 in Block 300, and running thence.

1. North $31^{\circ}54'46''$ East, a distance of 565.36 feet to a point in the municipal line between the Township of Nutley, Essex County to the south and the City of Clifton Passaic County to the north, thence;
2. Along said municipal line, South $54^{\circ}41'40''$ East, a distance of 125.21 feet to a point, thence;
3. Leaving said municipal line, South $31^{\circ}54'46''$ West, a distance of 557.95 feet to a point, thence;
4. North $58^{\circ}05'14''$ West, a distance of 125.00 feet to the **POINT OF BEGINNING**.

Containing an area of 70,207 square feet or 1.612 acres more or less.

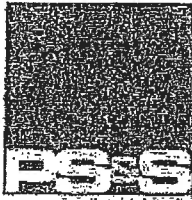
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.04 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

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August 1, 2016.

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**LOT 4.01, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**


BEGINNING at a point, along the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 99.25 feet on a bearing of South 54°41'40" East, from the intersection of the easterly line of Lot 3 in Block 80.02 with the westerly line of Lot 4.04 in Block 80.02 and running thence.

1. North 31°54'46" East, a distance of 148.71 feet to a point, thence;
2. South 58°05'14" East, a distance of 479.48 feet to a point, thence;
3. South 31°54'46" West, a distance of 177.14 feet to a point, said point being in the municipal line between the City of Clifton Passaic County to the North and the Township of Nutley, Essex County to the south, thence;
4. Along said municipal line, North 54°41'40" West, a distance of 480.32 feet to the **POINT OF BEGINNING.**

Containing an area of 78,118 square feet or 1.793 acres more or less.

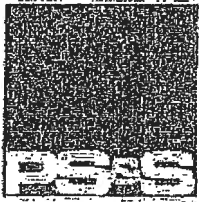
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.01 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



**LOT 4.02, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**

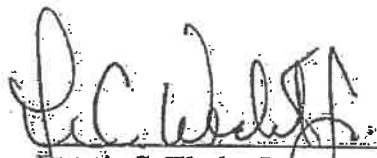
BEGINNING at a point, in the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 440.23 feet on a bearing of North 54°41'40" West, from the intersection of the westerly line of Lot 12 in Block 80.02 with the easterly line of Lot 4.04 in Block 80.02 and running thence.

1. North 54°41'40" West, a distance of 125.21 feet to a point, thence;
2. North 31°54'46" East, a distance of 177.14 to a point, thence;
3. South 58°05'14" East, a distance of 125.00 feet to a point, thence;
4. South 31°54'46" West, a distance of 184.55 feet to the **POINT OF BEGINNING**.

Containing an area of 22,605 square feet or 0.519 acres more or less.

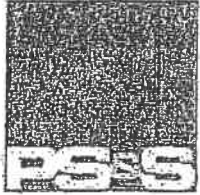
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.02 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.


Francis C. Wecht, Jr.
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August 1, 2016.

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**LOT 4.03, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**

BEGINNING at a point, said point being distant of 122.39 feet on a bearing of North 70°48'27" West from the intersection of the westerly line of Lot 6 in Block 80.02 and the easterly line of Lot 4.04 in Block 80.02, said point also being in the southerly right of way line of Water Street (variable width R.O.W.) and running thence;

1. On a curve the right, having a radius of 70.00 feet, an arc length of 103.74 feet, whose chord bears South 1°38'59" East, a chord distance of 94.50 feet to a point of tangency, thence;
2. South 40°48'18" West, a distance of 263.03 feet to a point, thence;
3. North 58°05'14" West, a distance of 364.13 feet to a point, thence;
4. North 31°54'46" East, a distance of 379.86 feet to a point, thence;
5. South 58°05'14" East, a distance of 186.93 feet to a point, thence;
6. South 44°06'15" East, a distance of 170.67 feet to the **POINT OF BEGINNING**.

Containing an area of 142,042 square feet or 3.261 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.03 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

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EXHIBIT C

PARKING AREAS

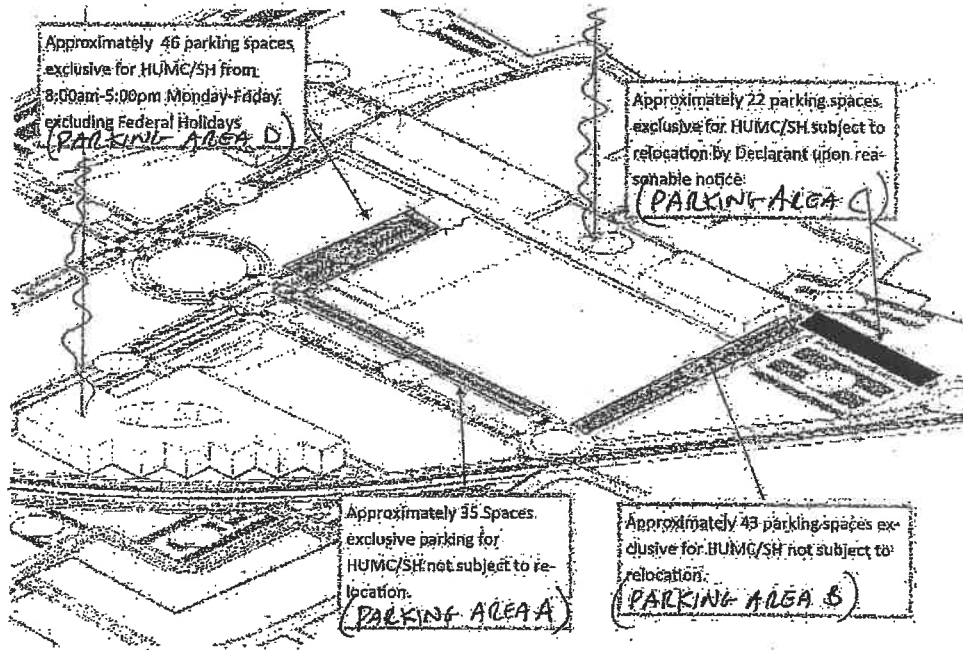


EXHIBIT K
KINGSLAND SIGNAGE EASEMENT

Exhibit K

RECORD AND RETURN TO:

Fox Rothschild LLP
15 Maple Avenue
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.

EXHIBIT

SIGNAGE EASEMENT AGREEMENT

This **SIGNAGE EASEMENT AGREEMENT** (this "**Agreement**") is dated as of the 13th day of July, 2016, to be effective as of the 29th day of ~~September~~ *September*, 2016, by and among **PB NUTCLIF MASTER, LLC**, a Delaware limited liability company (together with its successors and assigns, "**Nutclif Master**"), having an address at 200 Broadacres Drive, Bloomfield, New Jersey 07003, **PB NUTCLIF MED**, a Delaware limited liability company (together with its successors and assigns, "**Nutclif Med**") having an address at 200 Broadacres Drive, Bloomfield, New Jersey 07003, **KINGSLAND STREET URBAN RENEWAL, LLC**, a New Jersey limited liability company ("**Kingsland**"), having an address at 30 Prospect Avenue, Hackensack, New Jersey 07601, and for certain limited purposes as set forth herein, **HACKENSACK UNIVERSITY MEDICAL CENTER**, a New Jersey not-for-profit corporation, having an address at 30 Prospect Avenue, Hackensack, New Jersey 07601 ("**HUMC**"), and **SETON HALL UNIVERSITY**, a New Jersey not-for-profit corporation, having an address at 400 South Orange Avenue, South Orange, New Jersey 07079 ("**SHU**").

WITNESSETH:

WHEREAS, Nutclif Master is the owner of the land designated as Block 102, Lots 2 & 9; Block 200, Lots 1-6 & 24; Block 201, Lot 1; Block 300, Lots 1 & 20; Block 2000, Lots 1, 4 & 5; and Block 2101, Lot 1, all in the Township of Nutley, Essex County, New Jersey; and Block 79.04, Lots 10 & 21; Block 80.02, Lots 1.01 & 1.02; and Block 80.02, Lots 4.04 & 4.05, all in the City of Clifton, Passaic County, New Jersey, which comprise approximately 99.629 acres in the aggregate, as are more particularly described on *Exhibit A* attached hereto and commonly known as a portion of the former Roche campus at 340 Kingsland Street, Nutley, New Jersey (collectively, the "**Nutclif Master Property**"); and

WHEREAS, as of the date hereof, Nutclif Med is an affiliate of Nutclif Master, and is the owner of the land designated as Block 300, Lots 1.01, 1.02, 1.03, & 1.04, all in the Township of Nutley, Essex County, New Jersey; and Block 80.02, Lots 4.01, 4.02, & 4.03, all in the City of Clifton, Passaic County, New Jersey, which together comprise approximately 16.555 acres in the aggregate, as are more particularly described on *Exhibit B* attached hereto and commonly known as a portion of the former Roche campus at 340 Kingsland Street, Nutley, New Jersey (collectively, the "**Nutclif Med Property**"; the Nutclif Med Property, together with the Nutclif Master Property, are collectively referred to herein the "**Complex**"); and

WHEREAS, the Complex is subject to that certain Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions filed by Nutclif Master with respect to the Complex on even date herewith (the "**Declaration**");

WHEREAS, pursuant to that certain Lease Agreement, dated as of June 30, 2016 (the "**Lease**") by and between Nutclif Med, as landlord, and Kingsland, as tenant, Nutclif Med leases to Kingsland the entirety of the Nutclif Med Property, including all buildings and other improvements currently located thereon (the "**Leased Premises**"); and

WHEREAS, in connection with the Lease, Kingsland wishes to install certain signage on the Nutclif Master Property, and Nutclif Master is willing to declare and grant to Nutclif Med, for its own benefit, the benefit of the Nutclif Med Property and, subject to the terms and conditions of the Lease and this Agreement, for the benefit of Kingsland, Kingsland's permitted successors and assigns (as set forth in the Lease), and Kingsland's permitted subtenants (as set forth in the Lease) which qualify as a Major Subtenant (as defined below) (such Kingsland parties are referenced herein individually as a "**Kingsland Party**" and together generally as the "**Kingsland Parties**"), certain easements and related rights to use and access the Nutclif Master Property for the purposes of the installation, operation (where applicable), maintenance, repair and replacement of such signage on the Nutclif Master Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into this Agreement by this reference.

2. **Grant of Easement.**

(a) Subject to terms of this Agreement and in accordance with the terms, conditions and provisions of the Declaration, Nutclif Master hereby grants, bargains, declares and conveys for the benefit of the Nutclif Med Property and Nutclif Med, a non-exclusive easement to access, construct, maintain, locate, use, operate, service, clean, illuminate, test, tune, repair, reconstruct, replace, modify and renew any Signage (as defined below), together with reasonable access in, over, under, upon, through and across the Nutclif Master Property to install, replace, maintain, repair and operate a utility line to provide the Signage with data or power required for the allowable content, illumination and operation of same (collectively, the "**General Signage Easement**").

(b) For purposes hereof, "**Signage**" means temporary or permanent signage installed outside of the Nutclif Med Property and maintained in accordance with all applicable Legal Requirements (as defined below) and approved in writing by Nutclif Master that identifies the presence and location of any of Nutclif Med's tenants or occupants at the Complex, including without limitation the Kingsland Parties, HUMC, and/or SHU.

(c) For purposes hereof, "*Major Subtenant*" means a subtenant of Kingsland or any applicable Kingsland Party that is (a) HUMC or an affiliate thereof, (b) SHU or an affiliate thereof, or (c) individually or with affiliates thereof, subleasing more than thirty-five thousand (35,000) rentable square feet in the aggregate, whether under a single sublease or multiple subleases, within any of the buildings and improvements located within the Leased Premises.

(d) As of the date hereof, Nutclif Master expressly approves for the benefit of Nutclif Med and the Kingsland Parties, such approval in concept only with respect to design and installation specifications but otherwise full approval with respect to permitted use and relative size/location parameters, the following Signage, to be located within the applicable Easement Areas (as defined below) established pursuant to this Agreement:

(i) Signage (the "*Kingsland Fifth Avenue Sign*") on the monument proposed to be located at or near the eastern-most entrance to the Complex on Kingsland Street (the "*Kingsland Fifth Avenue Monument*") in the location shown on *Exhibit C-1* attached hereto (the "*Kingsland Fifth Avenue Sign Easement Area*"), subject to the following terms and conditions: (a) as of the date hereof, the Kingsland Fifth Avenue Monument is intended to be a sign offered for use by multiple tenants and/or owners in the Complex (generally, a "*Multi-User Monument*", and such other tenants and/or owners in the Complex, "*Users*"); (b) the design of the Kingsland Fifth Avenue Sign shall be subject to the approval of Nutclif Master, which approval shall not be unreasonably withheld, conditioned or delayed; and (c) the Kingsland Fifth Avenue Sign shall be the most prominent sign on the Kingsland Fifth Avenue Monument in terms of location (i.e., the top position), shall be the most prominent sign on the Kingsland Fifth Avenue Monument in terms of size relative to other Users' signage, provided, however that the Kingsland Fifth Avenue Sign may not be larger than the Complex identification located on the Kingsland Fifth Avenue Monument and may not exceed sixty-five (65%) percent of the total signage area available to all Users on the Kingsland Fifth Avenue Monument;

(ii) Signage (the "*Kingsland First Avenue Sign*") on the monument proposed to be located at or near the main entrance to the Complex on Kingsland Street (the "*Kingsland First Avenue Monument*") at the location shown on *Exhibit C-1* attached hereto (the "*Kingsland First Avenue Sign Easement Area*"), subject to the following terms and conditions: (a) as of the date hereof, the Kingsland First Avenue Monument is intended to be a Multi-User Monument; (b) if at any time, Nutclif Master decides in its sole and absolute discretion to use the Kingsland First Avenue Monument solely for identification of the Complex, and not for purposes of identifying any occupants or tenants of the Complex, then Nutclif Master shall have the right to revoke the easement granted hereunder to use the Kingsland First Avenue Sign Easement Area by prior written notice to Nutclif Med and, if applicable, to Kingsland; (c) if the Kingsland Parties are permitted to install the Kingsland First Avenue Sign, the design of the Kingsland First Avenue Sign shall be subject to the approval of Nutclif Master, which approval shall not be unreasonably withheld, conditioned or delayed; and (d) the size of the Kingsland First Avenue Sign shall be at least equal in size to the largest User sign located on the Kingsland First Avenue Monument, and the location of the Kingsland First Avenue Sign shall be determined by Nutclif Master in its sole and absolute discretion;

(iii) Signage (the "*Route 3 Sign*") on the monument proposed to be located at or near the main entrance to the Complex on Route 3 (the "*Route 3 Monument*") at the location

shown on *Exhibit C-1* attached hereto (the "*Route 3 Sign Easement Area*"), subject to the following terms and conditions: (a) as of the date hereof, the Route 3 Monument is intended to be used solely for identification of the Complex, and not for purposes of identifying any occupants or tenants of the Complex; (b) if at any time, Nutclif Master decides in its sole and absolute discretion to use the Route 3 Monument as a Multi-User Monument to accommodate non-retail commercial Users and the Kingsland Parties are subsequently permitted to install the Route 3 Sign, the design of the Route 3 Sign shall be subject to the approval of Nutclif Master, which approval shall not be unreasonably withheld, conditioned or delayed; (c) if at any time subsequent to Nutclif Master's election to use the Route 3 Monument as a Multi-User Monument, Nutclif Master decides in its sole and absolute discretion to use the Route 3 Monument solely for identification of the Complex, and not for purposes of identifying any occupants or tenants of the Complex, then Nutclif Master shall have the right to revoke the easement granted hereunder to use the Route 3 Sign Easement Area by prior written notice to Nutclif Med and, if applicable, to Kingsland; and (d) the size of the Route 3 Sign shall be determined proportionately based on the rentable square feet of the Leased Premises to the rentable square feet of each of the other leased premises of those non-retail commercial Users for whom signs are located or to be located on the Route 3 Monument, and the location of the Route 3 Sign shall be determined by Nutclif Master in its sole and absolute discretion; and

(iv) Signage (the "*Building 76 Sign*") on the building presently designated as Building "76" ("*Building 76*") on *Exhibit C-2* and at the location shown on *Exhibit C-4* attached hereto (the "*Building 76 Sign Easement Area*"), subject to the following terms and conditions: (a) the Building 76 Sign shall be for the sole use of HUMC, SHU, and/or their respective successors, assigns, and affiliates (collectively, "*HUMC/SHU*"), for the duration of the Lease term; (b) HUMC/SHU's right to display the Building 76 Sign is expressly limited to HUMC/SHU parties who are engaged in academic, health and research uses on the Nutclif Med Property; (c) the size, location and design of the Building 76 Sign shall be as shown on *Exhibit C-4* attached hereto; (d) Nutclif Master may remove the Building 76 Sign at any time at the sole cost and expense of Nutclif Master in order to maintain, repair or replace the Building 76 façade or to install windows (which would require modification of the Building 76 façade), and, upon the completion of such maintenance, repair, replacement or window installation, HUMC/SHU shall be permitted to reinstall the Building 76 Sign at its sole cost and expense; (e) if Building 76 is demolished for any reason and an office building comparable in size and location is not rebuilt in its place, HUMC/SHU's rights to the Building 76 Sign shall terminate and shall not apply to any future buildings or structures on the Complex; and (f) Kingsland shall be responsible for all utility costs in connection with the Building 76 Sign, which may be measured by submeter, check meter or other methodologies by Nutclif Master, including professional survey, and Kingsland shall pay Nutclif Master, within thirty (30) days after delivery of a bill therefor, all utility charges for the Building 76 Sign, including, without limitation, usage charges, demand factors, and third-party sub-metering fees. Kingsland shall have a right and opportunity to audit, at its sole cost and expense, utility costs at any time within sixty (60) days following the delivery of any invoice therefor and raise objections to the amount and methodology used to determine such utility costs charged to Kingsland, provided however that Kingsland shall be permitted to request such audit not more than once in any calendar year during the term of this Agreement and Nutclif Master shall bear no cost and expense for any such audit (with any reasonable third party costs or expenses, including without limitation professional or counsel fees, incurred in connection therewith to be reimbursed by Kingsland to Nutclif Master within thirty (30) days

following demand therefor). If Nutclif Master installs a new façade on Building 76 or modifies such façade as contemplated in subsection (iv)(d) above, the parties shall cooperate in good faith to modify the location, design, construction and attachment points of the Building 76 Sign, which modifications shall be made at Kingsland's sole cost and expense.

The Kingsland Fifth Avenue Sign, the Kingsland First Avenue Sign, the Route 3 Sign and the Building 76 Sign are sometimes referred to herein collectively as the "*Kingsland Signage*"; the Kingsland Fifth Avenue Sign Easement Area, the Kingsland First Avenue Sign Easement Area, the Route 3 Sign Easement Area and the Building 76 Sign Easement Area are sometimes referred to herein collectively as the "*Easement Areas*". For the avoidance of doubt, the Kingsland Signage (as defined below) is only a portion of the Signage that may be installed and maintained by Nutclif Med subject to this Agreement.

(e) The Easement Areas granted hereunder, depicted or legally described on the Exhibits attached hereto shall be easements appurtenant to, binding on and burdening the applicable portion of the Nutclif Master Property so depicted or legally described and shall be deemed part of the General Signage Easement created for the benefit of Nutclif Med and for the benefit of and appurtenant to the Nutclif Med Property, and, subject to the terms and conditions of the Lease and this Agreement, for the benefit of the Kingsland Parties.

(f) The installation, affixation, operation, illumination, maintenance, repair, and use of all Signage is subject to all statutes, codes, ordinances, regulations, rules, orders, directives and requirements of any governmental or quasi-governmental entity, authority, agency, bureau, board, office, commission or department (or official thereof), and including all permits, covenants and restrictions of record, which now or at any time hereafter may be applicable to the Signage (collectively, "*Legal Requirements*").

(g) To exercise the rights granted hereunder with respect to all Signage, Nutclif Med shall submit to Nutclif Master for its approval, which approval shall not be unreasonably withheld, conditioned or delayed, plans and specifications for the Signage in question as more particularly set forth below. Said plans and specifications shall be in compliance with all Legal Requirements and shall be submitted to Nutclif Master for approval prior to submission to any governmental authority. Within thirty (30) days after receipt of said plans and specifications, Nutclif Master shall notify Nutclif Med whether Nutclif Master approves or disapproves the plans and specifications. If Nutclif Master disapproves the proposed Signage and/or the proposed location of the Signage, Nutclif Master shall specify the reasons for said disapproval in said notice. In the case of any Signage intended to be located on any Multi-User Monuments, Nutclif Master shall provide Nutclif Med with written guidance, which may include a specification manual, detailing the means and methods by which such Multi-User Monuments will be operated and by which any Signage must be installed, affixed, operated (as the case may be), illuminated and maintained, and Nutclif Med shall include in the plans and specifications for the applicable Signage a description of the proposed means and methods of attaching the applicable Signage to the applicable Multi-User Monument, which means and methods shall be in accordance with the specifications provided by Nutclif Master. Notwithstanding anything in the foregoing to the contrary, all methods of installation and affixation of Signage shall be subject to Nutclif Master's prior written consent, which consent shall not be unreasonably withheld or delayed; the scope of approval of Nutclif Master under this Agreement shall not be

unreasonably withheld, conditioned or delayed with respect to aesthetic matters of the applicable Signage, such as color, logo, design and appearance.

(h) Notwithstanding anything contained in the foregoing to the contrary, Nutclif Med hereby consents to Kingsland negotiating directly with Nutclif Master with respect to the approval of the Kingsland Signage and the subsequent installation, affixation, operation, illumination, maintenance, repair and use thereof by Kingsland, provided that Nutclif Med receives a copy of all written correspondence with respect thereto and a simultaneous copy of any breach or default notices issued by either party to the other.

(i) Kingsland hereby agrees and acknowledges that the various rights and benefits granted hereunder with respect to Signage on the various Easement Areas shall be available to no more than three (3) Kingsland Parties at any one time; in the event that Signage is permitted to be placed in any Easement Area which is located on a Multi-User Monument (as defined below), the space allocated for such Signage shall be determined with respect to the entirety of the Leased Premises (and not with respect to any Major Subtenant's sublease premises), equally or proportionately, as the case may be, with all other Users (as defined below). For illustration only, if all applicable Users in the Complex are given a 5' by 10' area on a given Multi-User Monument for Signage, and there are three (3) Kingsland Parties who desire to participate in Signage on such Multi-User Monument, then such 5' by 10' area shall be shared in common among the three (3) Kingsland Parties.

(j) Nutclif Master hereby agrees (i) to include in its redevelopment plan for the Complex the right for HUMC/SHU to install the Building 76 Sign on the Building 76 Easement Area as contemplated by this Agreement and (ii) to use reasonable efforts to obtain the governmental approvals necessary for HUMC/SHU to install the Building 76 Sign on the Building 76 Easement Area. To the extent Nutclif Master incurs actual incremental costs or expenses, including reasonable legal fees, which result from the performance of the foregoing covenant and are incurred in connection with Nutclif Master's general efforts to prepare the redevelopment plan and/or negotiate and obtain governmental approvals for its redevelopment plan for the Complex, such actual incremental costs, including reasonable legal fees, shall be reimbursed by HUMC/SHU or Kingsland, as the case may be, to Nutclif Master within thirty (30) days following demand therefor.

3. Covenant Running with the Land; Term; Restoration.

(a) The General Signage Easement and related covenants and restrictions with respect thereto which are expressly set forth in this Agreement for the benefit of Nutclif Med and the Nutclif Med Property shall commence as of the date hereof and run with the land and, except as otherwise expressly provided herein, shall be binding in perpetuity and inure to the benefit of all parties acquiring any right, title or interest therein.

(b) The term of this Agreement with respect to the express rights and obligations of Kingsland and the Kingsland Parties hereunder (including without limitation HUMC/SHU) shall commence on the Commencement Date (as defined in the Lease) and shall terminate on the earlier to occur of (x) the expiration or earlier termination of the Lease, or (y) the termination of this Agreement pursuant to the terms hereof (such date, the "*Termination Date*"). So long as the

Lease remains in full force and effect, Kingsland expressly agrees, on its own behalf and on behalf of all Kingsland Parties, to be bound by the terms of this Agreement and to perform all obligations of the Kingsland Parties as set forth herein. Notwithstanding anything contained in the foregoing to the contrary, in the event that Kingsland should purchase the Nutclif Med Property from Nutclif Med pursuant to the terms of the Lease, the rights and obligations of Nutclif Med hereunder to the Easement Areas shall inure to the benefit of Kingsland as of the date of such conveyance; provided, however, that with respect to the rights and benefits of HUMC/SHU to the Building 76 Sign on the Building 76 Easement Area, it is expressly agreed and acknowledged by HUMC/SHU and the Kingsland Parties that such rights and benefits are solely intended for the benefit of HUMC/SHU and/or their respective affiliates who are engaged in academic, health and research uses on the Nutclif Med Property, and that any future conveyance of the Nutclif Med Property to a third party not affiliated with HUMC/SHU and/or not engaged in academic, health and research uses on the Nutclif Med Property shall terminate the rights and benefits to the Building 76 Sign on the Building 76 Easement Area.

(c) Upon the Termination Date, Nutclif Med and/or Kingsland, as applicable, shall, at such party's sole cost and expense, promptly remove all Signage and restore the applicable Easement Area(s) and any other affected portion of the Nutclif Master Property (as applicable) to the same condition as existing on the Commencement Date, reasonable wear and tear excepted. With respect to Building 76 specifically, Kingsland and HUMC/SHU acknowledge that the end of term restoration of Building 76 shall include filling all holes in Building 76 resulting from the installation or removal of the Building 76 Sign and restoring Building 76 to a watertight condition.

4. Installation, Use, Maintenance and Repair of Signage

(a) Except as otherwise expressly set forth herein, each of Nutclif Med and/or the Kingsland Parties, as the case may be, shall obtain, at such party's sole cost and expense, all necessary governmental permits, licenses, approvals and authorizations for the installation and replacement of all applicable Signage, and Nutclif Med and/or the Kingsland Parties, as the case may be, at such party's sole cost and expense, shall be solely responsible for the design, construction, installation, maintenance and replacement of the applicable Signage located on any Multi-User Monument(s), and shall keep all applicable Signage located on such Multi-User Monument(s) in a clean and sanitary condition.

(b) Each of Nutclif Med and/or the Kingsland Parties shall use the applicable Signage for the purpose set forth in Section 2(a) and for no other purpose or purposes.

(c) Nutclif Master shall maintain all of the Multi-User Monuments, so as to be continuously operated and illuminated (if such Multi-User Monuments are being used as such, and not for general identification of the Complex), subject to Nutclif Master's rights pursuant to this Agreement to remove and/or revoke use or access to any Multi-User Monument. Nutclif Master shall also maintain all surrounding landscaping in a condition consistent with the standards for signage maintained in connection with comparable properties in the Nutley/Clifton area.

(d) Neither Nutclif Med nor any Kingsland Parties shall make any alterations, additions or improvements to any portion of the applicable Signage without the prior written consent of Nutclif Master, which consent Nutclif Master shall not be required to give, except in the exercise of its reasonable discretion.

5. **Reservation of Access.** Nutclif Master and its management company, agents, contractors, consultants, designees and employees (each, a "*Nutclif Master Party*" and together collectively, the "*Nutclif Master Parties*") shall have the right, at any time and without prior notice to Nutclif Med and/or the Kingsland Parties, to access the various Easement Areas for the purposes expressly set forth in this Agreement; provided, however that Nutclif Master shall indemnify and hold Nutclif Med and/or the Kingsland Parties harmless from and against any and all actual liabilities, obligations, damages, claims, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorney's fees and disbursements) of any kind or nature arising solely out of any Nutclif Master Party's negligence or willful misconduct while accessing such Easement Areas. Nutclif Master agrees that the Nutclif Master Parties' access to the Easement Areas shall not unreasonably interfere with Nutclif Med's use of the Nutclif Med Property.

6. **Indemnification.** Except to the extent caused by, arising from or relating to the negligence or willful misconduct of any Nutclif Master Parties, each of Nutclif Med, the Kingsland Parties and HUMC/SHU, and their respective successors and assigns (each, an "*Indemnifying Party*" and together collectively, the "*Indemnifying Parties*") hereby agree to indemnify and hold Nutclif Master harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorney's fees and disbursements) of any kind or nature arising out of (i) any matter, cause or thing arising out of any of the Indemnifying Parties' use of the Signage or any part thereof, (ii) any personal injury or property damage caused by the acts of any Indemnifying Party and their respective agents, servants, employees, subtenants, contractors, visitors, invitees and all other persons invited by any Indemnifying Party, or (iii) any failure on the part of any Indemnifying Party to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement on such party's part to be performed or complied with (collectively, "*Claims*"). Further, the Indemnifying Parties hereby agree and acknowledge that Nutclif Master will have no liability for any damage to the Signage except to the extent such loss, damage or injury is caused solely by the negligence or willful misconduct of a Nutclif Master Party. For the avoidance of doubt, Nutclif Med's obligations as aforesaid shall extend only to Claims arising from the Nutclif Med Indemnifying Party's own acts or omissions, and not the acts or omissions of any of the Kingsland or HUMC/SHU Parties; conversely, the Kingsland Parties' and HUMC/SHU obligations as aforesaid shall extend only to Claims arising from any Kingsland Party or HUMC/SHU Indemnifying Party's own acts or omissions, and not the acts or omissions of Nutclif Med.

7. **Insurance.**

(a) Each of Nutclif Med, Kingsland, HUMC and SHU (as referenced hereunder, each an "*Insured*") shall cause to be carried by such Insured's contractors, and shall deliver to Landlord at least ten (10) days prior to commencement of any installation, maintenance, repair, replacement, or other work requiring access to the Signage and/or the

Easement Areas which is permitted under Section 4 of this Agreement (generally, "*Signage Work*"), evidence of insurance with respect to (1) workers' compensation insurance covering all persons employed in connection with the proposed Signage Work in statutory limits, (2) general/excess liability insurance, in an amount commensurate with the Signage Work to be performed but not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate, for ongoing and completed operations of any Signage Work insuring against bodily injury and property damage and naming all additional insured parties as outlined below and shall include a waiver of subrogation in favor of such additional insured parties, (3) builders risk insurance, to the extent such Signage Work may require, on a completed value form including permission to occupy in an amount and kind reasonably satisfactory to Nutclif Master, and (4) such other insurance, in such amounts, as Nutclif Master deems reasonably necessary to protect Nutclif Master's interest in the Nutclif Master Property from any act or omission of such Insured's contractors or subcontractors in connection with the Signage Work, provided that such insurance is typically required by owners of similar properties in the market in which the Nutclif Master Property is located.

(b) The policies of insurance required to be maintained by the Insured's contractors pursuant to this Section 7 (and such other insurance as Nutclif Master from time to time deems necessary and prudent or which may be required by any lender of Nutclif Master) must be reasonably satisfactory to Nutclif Master and all such policies shall name as additional insureds Nutclif Master, Nutclif Master's property manager, the holder(s) of any mortgage(s) encumbering the Easement Areas, and other designees of Nutclif Master and its successors as the interest of such designees shall appear.

(c) It is expressly understood and agreed by and between Nutclif Master and each Insured that such Insured shall assume all risk of damage to its property, equipment, and vehicles occurring in or about the Easement Areas, whatever the cause of such damage or casualty. Nutclif Master and each Insured hereby mutually covenant and agree, in connection with insurance policies obtained insuring such interest as the parties may have in their own properties, to waive any right of subrogation, and Nutclif Master and each Insured hereby mutually waive all right of recovery against each other for any loss, damage or injury for which either party maintains insurance.

8. Defaults and Remedies.

(a) Upon any default in the performance of the obligations of the parties hereto, the parties shall have all of the rights and remedies provided at law and in equity, provided that no such default shall entitle any party to terminate this Agreement.

(b) (i) In the event any party hereunder breaches any provision of this Agreement (the "*Defaulting Party*") and fails to cure such breach within thirty (30) days following the delivery of a written default notice from another party (the "*Noticing Party*"); then, (x) unless the Defaulting Party has (1) commenced to cure such breach or default within such thirty (30) day period and is using reasonable diligence to complete same, or (2) sent written notice of dispute of such breach or default within such thirty (30) day period to Noticing Party (an "*Objection Notice*"), and (y) provided the cure for such breach or default can be completed with the payment of money or performance of work, then such Noticing Party shall have the right (but

not the obligation) to make such payment, repair or replacement, and after completion by such Noticing Party, the Defaulting Party shall, within thirty (30) days after receipt of copies of paid bills and a statement from such Noticing Party, reimburse the Noticing Party for the reasonable amount so expended by the Noticing Party, subject to the provisions of subprovisions (ii) and (iii) of this subsection (b).

(ii) The right granted to the Noticing Party to exercise self-help, as set forth in subprovision (i) hereof, shall be subject to and in accordance with the following:

(x) Whether or not the Noticing Party exercises such right of self-help, all of the other terms, covenants and provisions of this Agreement shall remain unmodified and in full force and effect;

(y) If a Noticing Party is exercising self-help on an emergency basis, as aforesaid, the Noticing Party shall only perform such repairs or replacements as are reasonably necessary to temporarily alleviate the emergency problem, and thereafter, the Noticing Party shall give the Defaulting Party an additional thirty (30) days' notice to remedy the situation prior to commencing any permanent repair or replacement;

(z) If a Noticing Party elects to exercise self-help, in no event shall the Defaulting Party bear any liability or responsibility for any Claims arising from or in connection with the Noticing Party's exercise of self-help, including without limitation any entry, access, repair, replacement or payment by such Noticing Party.

(iii) If after the Defaulting Party delivers an Objection Notice to the Noticing Party, the Noticing Party exercises self-help, as aforesaid, or if the Defaulting Party disputes the amount due to the Noticing Party in connection with the Noticing Party's exercise of self-help pursuant to this subsection (b), such dispute shall be resolved under expedited arbitration by the American Arbitration Association (the "AAA") or its successor in either Clifton or Nutley under the Expedited Procedures provisions of the Commercial Arbitration Rules of the AAA (presently Rules E-1 through E-10) (the "*Expedited Arbitration Rules*") and the judgment upon the award rendered may be entered in any court having jurisdiction thereof. If, at the time such arbitration is to be held, the American Arbitration Association is not in existence and has no successor, the arbitrator shall be appointed by another arbitration association mutually agreed to by the parties and using the Expedited Arbitration Rules. The parties to the arbitration, in addition to the rights granted under the rules of such arbitration association, shall have the right to offer evidence and testify at the hearings, to be represented by counsel and to cross examine witnesses, and the arbitrators may consider facts and data which they may discover by their independent investigation and inquiry outside of such hearings, but such arbitration shall not vary the terms and conditions of this Agreement or the Lease. If it is finally determined by arbitration that the Noticing Party was not entitled to exercise self-help, the Noticing Party shall not be entitled to any reimbursement for such work, and same shall have been performed at the Noticing Party's sole cost and expense. The cost of any such arbitration shall be borne equally by each party to the arbitration.

9. **Assignment.** Kingsland shall have the right, without Nutclif Master's consent, to assign Kingsland's rights under this Agreement to any of the Kingsland Parties or any of the

parties comprising HUMC/SHU in connection with an assignment of the Lease which is permitted thereunder (each a "*Permitted Assignee*"), provided Nutclif Master receives reasonable prior notice thereof, and upon such assignment, Kingsland's rights under this Agreement shall inure to the benefit of the applicable Permitted Assignee.

10. Miscellaneous.

(a) All notices or other communications required or permitted to be given hereunder must be given in writing and delivered personally, or by a reputable overnight delivery service, or sent by electronic mail (provided that the original notice or demand is also delivered by next day overnight delivery service) addressed as follows:

If to Nutclif Master:

PB Nutclif Master, LLC
Prism Capital Partners
200 Broadacres Drive
Bloomfield, New Jersey 07003
E-Mail: Eugene.Diaz@prismpartners.net

with a copy to:

Fox Rothschild LLP
15 Maple Avenue
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.
E-Mail: rklausner@foxrothschild.com

If to Nutclif Med:

PB Nutclif Med, LLC
Prism Capital Partners
200 Broadacres Drive
Bloomfield, New Jersey 07003
E-Mail: Eugene.Diaz@prismpartners.net

with a copy to:

Fox Rothschild LLP
15 Maple Avenue
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.
E-Mail: rklausner@foxrothschild.com

If to Kingsland:

Kingsland Street Urban Renewal, LLC
Hackensack University Medical Center
30 Prospect Avenue
Hackensack, New Jersey 07601
Attention: Robert Glenning, Executive Vice President and Chief Financial Officer
E-Mail: RGlenning@HackensackUMC.org

with a copy to:

Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, New Jersey 07924
Attention: Anthony R. Coscia, Esq.
E-Mail: acoscia@windelsmarx.com

And

Seton Hall University
400 South Orange Avenue
South Orange, New Jersey
Attention: Dennis J. Garbini, Vice President for Administration
E-Mail: Dennis.Garbini@SHU.edu

With a copy to

Connell Foley LLP
85 Livingston Avenue
Roseland New Jersey
Attention: Kevin Coakley, Esq.
E-Mail: kcoakley@connellfoley.com

The foregoing addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by overnight delivery service will be deemed to have been delivered to the addressee on the first (1st) business day after transmittal, or, if delivered personally, on the date of delivery. A notice sent via electronic mail will be deemed to be delivered when sent provided that the original notice or demand is also delivered by next day overnight delivery service. Counsel for a party may give notice to the other party with the same effect as if given by a party. Unless and until such time as HUMC and/or SHU are unaffiliated with Kingsland, notices to HUMC and/or SHU shall be delivered to Kingsland as provided above.

(b) If any of the Easement Areas granted pursuant to this Agreement or any portion of any Signage is destroyed or damaged or is taken or condemned by any competent authority, Nutclif Master shall use reasonable efforts to provide a reasonable alternative location in a reasonably comparable viewshed with reasonably comparable utility and visibility to the

Signage destroyed, damaged or taken, including temporary Signage during the period when any of the applicable Easement Areas are repaired or restored.

(c) This Agreement shall constitute the entire contract between the parties and shall supersede any and all prior agreements between the parties hereto with respect to the granting of any right to Nutclif Med, the Kingsland Parties and HUMC/SHU to use the Easement Areas granted pursuant to this Agreement for Signage.

(d) No modification, waiver or amendment of this Agreement or any provision hereof shall be valid unless the same is in writing, and signed by both parties hereto. If any of the easements granted herein are revoked, modified or canceled, the parties shall enter into an amendment to this Agreement confirming such revocation, modification or cancellation.

(e) If any provision of this Agreement shall be deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

(g) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and together a single instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(h) Each of Kingsland, on behalf of itself and each of the Kingsland Parties, HUMC, and SHU hereby represents and warrants to Nutclif Master that: (i) the execution and delivery of, the consummation of the transactions contemplated by and the performance of all its obligations under, this Agreement by such party have been duly and validly authorized by its general partners, to the extent required by its partnership agreement and applicable law, if such party is a partnership or, if such party is a limited liability company, by its manager, representative(s) or members to the extent required by its operating agreement and applicable law or, if such party is a corporation, by its board of directors, if necessary, and by its stockholders, if necessary, at meetings duly called and held on proper notice for that purpose at which there were respective quorums present and voting throughout; (ii) no other approval, partnership, corporate, governmental or otherwise, is required to authorize any of the foregoing or to give effect to the such party's execution and delivery of this Agreement; and (iii) the individual (or individuals) who executes and delivers this Agreement on behalf such party is authorized to do so.

[Remainder of Page Left Intentionally Blank]

Signature Page to Signage Easement Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

WITNESS:


NUTCLIF MASTER:


PB NUTCLIF MASTER, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC,
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its Manager

By: 
Name: Eugene Robert Diaz
Title: Manager and Member


Robert Klawner

WITNESS:

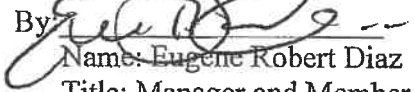
NUTCLIF MED:


PB NUTCLIF MED, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its Manager

By: 
Name: Eugene Robert Diaz
Title: Manager and Member


Robert Klawner

[signatures continue on following page]

Signature Page to Signage Easement Agreement

WITNESS:



Karl Pirromme



STEPHEN A. URBAN
ATTORNEY AT LAW
STATE OF NEW JERSEY [signatures continue on following page]

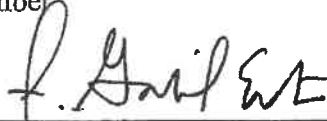
KINGSLAND:

KINGSLAND STREET URBAN RENEWAL,
LLC, a New Jersey limited liability company

By: HACKENSACK UNIVERSITY MEDICAL
CENTER, a New Jersey not-for-profit
corporation, its Member

By: 
Name: Robert C. Garrett
Title: CEO

By: SETON HALL UNIVERSITY, a New
Jersey not-for-profit corporation,
its Member

By: 
Name: A. Gabriel Esteban, Ph.D.
Title: President

Signature Page to Signage Easement Agreement

As to Sections 2(d)(iv), 2(j), 3(b), 3(c), 6, 7, 8, 9 and 10:

WITNESS:

Karl P. ...

HUMC:

HACKENSACK UNIVERSITY MEDICAL
CENTER, a New Jersey not-for-profit corporation

By:
Name: Robert C. Garrett
Title: CEO

WITNESS:

STEPHEN A. URBAN
ATTORNEY AT LAW
STATE OF NEW JERSEY

SHU:

SETON HALL UNIVERSITY, a New Jersey not-
for-profit corporation

By:
Name: A. Gabriel Esteban, Ph.D.
Title: President

[acknowledgements continue on following page]


Signature Page to Signage Easement Agreement

STATE OF NEW JERSEY

COUNTY OF ESSEX

I HEREBY CERTIFY, that on this 13th day of July 2016, before me, a Notary Public of the State aforesaid, personally appeared **Eugene Robert Diaz**, who acknowledged himself to be the Manager and Member of **PRISM NUTCLIF MANAGER, LLC**, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of each of PB Nutclif Master, LLC and PB Nutclif Med, LLC, and that he as such Manager and Member executed the foregoing Agreement for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC **LUZIVETTE ALICEA**
COMMISSION NO. 2323851
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 11-27-20


[acknowledgements continue on following page]

STATE OF NEW JERSEY

COUNTY OF ESSEX

I HEREBY CERTIFY, that on this 13th day of July 2016, before me, a Notary Public of the State aforesaid, personally appeared Robert C. Garrett, who acknowledged himself to be the CEO of HACKENSACK UNIVERSITY MEDICAL CENTER, a New Jersey corporation, which is a Member of Kingsland Street Urban Renewal, LLC, a New Jersey limited liability company, and that he as such CEO executed the foregoing Agreement for the purposes therein contained, by signing his name as CEO and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC LUZ IVETTE ALICEA
COMMISSION NO. 2323851
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 1/12/20

STATE OF NEW JERSEY

COUNTY OF ESSEX

I HEREBY CERTIFY, that on this 13th day of July 2016, before me, a Notary Public of the State aforesaid, personally appeared Robert C. Garrett, who acknowledged himself to be the CEO of HACKENSACK UNIVERSITY MEDICAL CENTER, a New Jersey corporation, and that he as such CEO executed the foregoing Agreement for the purposes therein contained, by signing his name as CEO and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC LUZ IVETTE ALICEA
COMMISSION NO. 2323851
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 1/12/20


[acknowledgements continue on following page]

STATE OF NEW JERSEY

COUNTY OF ESSEX

I HEREBY CERTIFY, that on this 13th day of July 2016, before me, a Notary Public of the State aforesaid, personally appeared **A. Gabriel Esteban, Ph.D.**, who acknowledged himself to be the President of **SETON HALL UNIVERSITY**, a New Jersey not-for-profit corporation, which is a Member of Kingsland Street Urban Renewal, LLC, a New Jersey limited liability company, and that he as such President executed the foregoing Agreement for the purposes therein contained, by signing his name as President and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC
LUZ IVETTE ALICEA
COMMISSION NO. 2323851
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 7/13/20

STATE OF NEW JERSEY

COUNTY OF ESSEX

I HEREBY CERTIFY, that on this 13th day of July 2016, before me, a Notary Public of the State aforesaid, personally appeared **A. Gabriel Esteban, Ph.D.**, who acknowledged himself to be the President of **SETON HALL UNIVERSITY**, a New Jersey not-for-profit corporation, and that he as such President executed the foregoing Agreement for the purposes therein contained, by signing his name as President and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

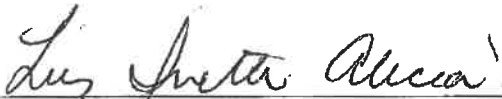
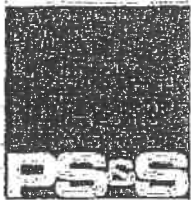

NOTARY PUBLIC
LUZ IVETTE ALICEA
COMMISSION NO. 2323851
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 7/13/20

EXHIBIT A

NUTCLIF MASTER PROPERTY

[SEE ATTACHED]



LOT 10, BLOCK 79.04
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point in the southerly line of Isabella Street (50' wide), said point being South 54°11'22" East, a distance of 506.36' from the intersection of the southerly line of Isabella Street (50' wide) with the easterly line of Bloomfield Avenue (50' wide), and running thence;

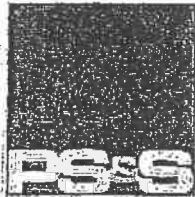
1. Along the southerly line of Isabella Street (50' wide), South 54°11'22" East, a distance of 175.15' to a point, thence;
2. Along the easterly line of Isabella Street, North 24°06'38" East, a distance of 51.06' to a point, thence;
3. Along the dividing line between Block 79.04 Lot 10 and block 79.04 lot 6, North 20°55'08" East, a distance of 307.76' to a point, thence;
4. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 2, South 59°48'22" East, a distance of 399.00' to a point, thence;
5. Along the westerly line of Norfolk Southern (50' wide), South 8°03'48" West, a distance of 487.64' to a point, thence;
6. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 21, North 59°48'22" West, a distance of 689.81' to a point, thence;
7. Along the dividing line between Block 79.04 Lot 10 and Block 79.04 Lot 19, North 24°06'38" East, a distance of 115.00' to the **POINT OF BEGINNING**.

Containing an area of 223,930 square feet or 5.141 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059
t. 732.560.9700

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

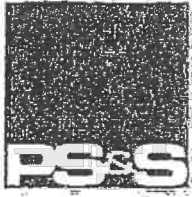


LOT 21, BLOCK 79.04
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Bloomfield Avenue (50' wide), said point being North 24°06'38" East, a distance of 212.31' from the intersection of the easterly line of Bloomfield Avenue with the dividing line between Passaic County and Essex County, said point of beginning also being South 24°06'38" West, a distance of 251.06' from the intersection of the easterly line of Bloomfield Avenue and the southerly line of Isabella Street (50' wide), and running thence;

1. Along the easterly line of Bloomfield Avenue (50' wide), North 24°06'38" East, a distance of 51.06' to a point, running thence;
2. Along the northerly line of a private road, said line being the dividing line between Block 79.04 Lot 21 and Block 79.04 Lots 15 & 19 the following 3 courses, South 54°11'22" East, a distance of 311.59' to a point of curvature, running thence;
3. Still along the said northerly and dividing line, on a curve to the right having a radius of 363.10', an arc length of 170.74', the chord bearing South 40°43'08" East, a distance of 169.17' to a point of tangency, running thence;
4. Still along the said northerly and dividing line, South 27°14'52" East, a distance of 48.16' to a point, running thence;
5. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 19, North 24°06'38" East, a distance of 147.53' to a point, running thence;
6. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 10, South 59°48'22" East, a distance of 689.81' to a point, running thence;
7. Along the westerly line of Norfolk Southern (50' wide) the following 2 courses, South 8°03'48" West, a distance of 196.91' to a point of curvature, running thence;
8. Still along the said westerly line, on a curve to the left having a radius of 1935.08', an arc length of 256.28', the chord bearing South 4°16'09" West, a distance of 256.10' to a point, running thence;
9. Along the dividing line Passaic County and Essex County, said line being the dividing line between Block 79.04 Lot 21 and Block 200 Lots 1 & 2, Block 102 Lots 1 & 2, Block 101 Lots 1 & 2, North 55°11'22" West, a distance of 862.66' to a point, running thence;


67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059
t. 732.560.9700

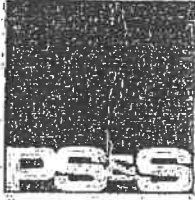


10. Along the dividing line Passaic County and Essex County, said line being the dividing line between Block 79.04 Lot 21 and Block 101 Lot 1, North $54^{\circ}18'52''$ West, a distance of 10.31' to a point, running thence;
11. Along the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 26, North $24^{\circ}06'38''$ East, a distance of 153.83' to a point, running thence;
12. Along the southerly line of a private road, said line being the dividing line between Block 79.04 Lot 21 and Block 79.04 Lot 26 the following 3 courses, North $27^{\circ}14'52''$ West, a distance of 49.10' to a point of curvature, running thence;
13. Still along the said northerly and dividing line, on a curve to the left having a radius of 313.10', an arc length of 147.23', the chord bearing n $40^{\circ}43'08''$ w, 145.87' to a point of tangency, running thence;
14. Still along the said northerly and dividing line, North $54^{\circ}11'22''$ West, a distance of 301.24', to the **POINT OF BEGINNING**.

Containing an area of 314,546 square feet or 7.221 acres more or less,

Subject to any easements or restrictions of record which an accurate title search may discover.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



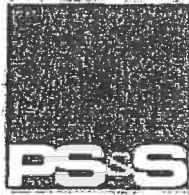
LOT 1.01, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at the intersection of the Easterly line of lot 1, block 79.02 and the northwest corner of lot 1.01, block 80.02, said point also having New Jersey State Plane Coordinates of North 730,403.2244 and East 586,744.5920 and running thence;

1. Along the Southerly line of Lot 2.01 in Block 80.02, line of lands of the city of Jersey City Water Supply, South 59°21'59" East, a distance of 603.47 feet to a point thence;
2. Along the same and on a curve to the right, having a radius of 175.00 feet, an arc length of 36.35 feet, whose chord bears South 53°24'54" East, a chord distance of 36.29 feet to a point, thence;
3. Along the same, South 47°27'50" East, a distance of 405.33 feet to a point in the westerly line of lot 3, block 80.02 thence;
4. Along said westerly line of lot 3, block 80.02, South 43°30'57" West, a distance of 27.34 feet to a point thence;
5. Along the same, South 10°45'13" East, a distance of 232.26 feet to a point thence;
6. Along the same, South 31°54'48" West, a distance of 584.29 feet to a point thence;
7. Along the same, South 13°05'13" East, a distance of 50.70 feet to a point thence;
8. Along the same, South 31°54'46" West, a distance of 24.55 feet to a point in the division line between the city of Clifton, Passaic County to the North, with the township of Nutley, Essex county to the South, thence;
9. Along said division line, North 54°41'40" West, a distance of 824.56 feet to a point of cusp on the Easterly line of lot 1, block 79.02 thence;
10. Along the same and on a curve to the right, having a radius of 1885.08 feet, an arc length of 284.03 feet, whose chord bears North 03°44'49" East, a chord distance of 283.76 feet to a point thence;
11. Along the same, North 08°03'48" East, a distance of 664.22 feet to the **POINT OF BEGINNING.**

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Containing an area of 842,273 square feet or 19.336 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.01 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, which appears to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 9/21/2016.



LOT 1.02, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

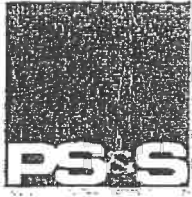
BEGINNING at a point, said point being the intersection of the southerly line of New Jersey State Highway Route 3 (180' wide R.O.W.), with the northwesterly corner of Lot 1.02, Block 80.02, said point also having New Jersey State Plane Coordinates of North 730,625.8094 and East 586,776.1250 and running thence;

1. Along said right of way line, South 58°00'46" East, a distance of 60.17 feet to a point thence;
2. Along the same, South 08°03'48" West, a distance of 35.55 feet to a point thence;
3. Along the same, South 58°00'46" East, a distance of 1102.64 feet to a point in the Northerly line of Lot 3, Block 80.02, thence;
4. Along said Northerly line, South 43°30'57" West, a distance of 195.71 feet to a point in the Northerly line Lot 2.01 in Block 80.02, thence;
5. Along said Northerly line of Lot 2.01 in Block 80.02, North 47°27'50" West, a distance of 406.11 feet to a point thence;
6. Along the same and on a curve to the left, having a radius of 220.00 feet, an arc length of 45.70 feet, whose chord bears North 53°24'54" West, a chord distance of 45.62 feet to a point thence;
7. Along the same, North 59°21'59" West, a distance of 622.17 feet to a point in the Easterly line of Lot 1, Block 79.02, thence;
8. Along said Easterly line, North 08°03'48" East, a distance of 176.08 feet to the **POINT OF BEGINNING**.

Containing an area of 151,625 square feet or 3.481 acres more or less.

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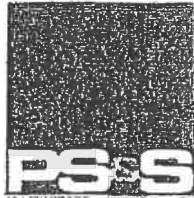


Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.02 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
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NJ License No. 27190
June 28, 2016.
Revised 9/21/2016.

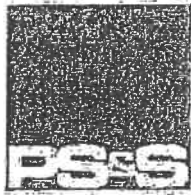


LOT 4.04, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

BEGINNING at a point , said point being the intersection of the southerly line of water street (variable width R.O.W.), with the northwesterly corner of Lot 6, Block 80.02, said point also having New Jersey State Plane Coordinates of north 728,734.86 and east 588,622.34 and running thence;

1. Along the easterly line of Lot 4.04, Block 80.02, South 40°48'18" West, a distance of 485.26 feet to a point thence;
2. Along the same, South 37°37'52" West, a distance of 74.95 feet to a point, said point also being the county and township limit lines between city of Clifton, Passaic County to the north and the township of Nutley, Essex county to the south, thence;
3. Along said county line, North 54°41'40" West, a distance of 440.23 feet to a point on the division line between Lot 4.04 to the East and Lot 4.02 to the west in Block 80.02, thence;
4. Along the easterly line of Lot 4.02 in Block 80.02, North 31°54'46" East, a distance of 184.55 feet to a point, thence;
5. Along the northerly line of Lots 4.01 and 4.02 in Block 80.02, North 58°05'14" West, a distance of 604.47 feet to a point, thence;
6. Along the westerly line of Lot 4.01 in Block 80.02, South 31°54'46" West, a distance of 148.74 feet to a point, said point being the county and township limit line between the City of Clifton in Passaic County to the North and the Township of Nutley in Essex County to the South, thence;
7. Along said municipal boundary line, North 54°41'40" West, a distance of 99.25 feet to a point along the easterly line of Lot 3 in Block 80.02, thence;
8. Along said easterly line of Lot 3 in Block 80.02, North 31°54'46" East, a distance of 36.39 feet to a point, thence;
9. Along the same, North 13°05'13" West, a distance of 50.70 feet to a point, thence;
10. Along the same, North 31°54'48" East, a distance of 583.70 feet to a point, thence;
11. Along the same, North 10°45'13" West, a distance of 229.21 feet to a point, thence;

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12. Along the same, North $43^{\circ}30'57''$ East, a distance of 14.96 feet to the southerly line of Lot 2.03 in Block 80.02, lands of Jersey City Water Supply Company, thence;
13. Along said southerly line, South $47^{\circ}27'50''$ East, a distance of 185.34 feet to a point of curvature, thence;
14. Along the same and on a curve to the right, having a radius of 174.99 feet, an arc length of 11.03 feet, whose chord bears South $45^{\circ}39'32''$ East, a chord distance of 11.02 feet to a point, thence;
15. Along the same, South $43^{\circ}51'15''$ East, a distance of 1100.56 feet to a point along the westerly line of Water Street (variable width R.O.W.) thence;
16. Along said westerly line of Water Street, south $38^{\circ}53'45''$ west, a distance of 7.26 feet to a point thence;
17. Along the southerly line of Water Street, South $44^{\circ}06'15''$ East, a distance of 159.56 feet to the **POINT OF BEGINNING**.

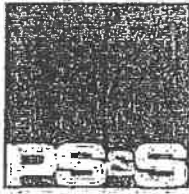
Containing an area of 753,370 square feet or 17.295 acres more or less.

Excepting therefrom Lot 4.03 in Block 80.02, as described below.

BEGINNING at a point, said point being distant of 122.39 feet on a bearing of North $70^{\circ}48'27''$ West from the intersection of the westerly line of Lot 6 in Block 80.02 and the easterly line of Lot 4.04 in Block 80.02, said point also being in the southerly right of way line of Water Street (variable width R.O.W.) and running thence;

1. On a curve the right, having a radius of 70.00 feet, an arc length of 103.74 feet, whose chord bears South $1^{\circ}38'59''$ East, a chord distance of 94.50 feet to a point of tangency, thence;
2. South $40^{\circ}48'18''$ West, a distance of 263.03 feet to a point, thence;
3. North $58^{\circ}05'14''$ West, a distance of 364.13 feet to a point, thence;
4. North $31^{\circ}54'46''$ East, a distance of 379.86 feet to a point, thence;
5. South $58^{\circ}05'14''$ East, a distance of 186.93 feet to a point, thence;
6. South $44^{\circ}06'15''$ East, a distance of 170.67 feet to the **POINT OF BEGINNING**.

Containing an area of 142,042 square feet or 3.261 acres more or less;



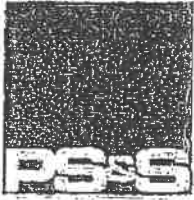
Remaining area of Lot 4.04 in Block 80.02= 611,328 square feet or 14.034 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.04 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in cursive script, reading 'Francis C. Wecht, Jr.', is positioned above the printed name.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 4.05, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

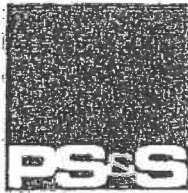
BEGINNING at a point, said point being the intersection of the southerly line of New Jersey State Highway Route 3 (180' wide right of way) and the westerly line of Colin Avenue (50' wide right of way), said point also having New Jersey State Plane Coordinates of North 729,283.46 and East 588,860.54 and running thence;

1. Along said westerly line of Colin Avenue, South 35°30'45" West a distance of 497.04 feet thence;
2. On a curve to the right, having a radius of 10.00 feet, an arc length of 17.56 feet, whose chord bears South 85°49'05" West, a chord distance of 15.39 feet, to a point along the northerly line of Lot 2.03 in Block 80.02, thence;
3. Along the northerly line of Lot 2.03 in Block 80.02, North 43°51'15" West, a distance of 1112.36 feet to a point of curvature, thence;
4. Along the same, and on a curve to the left, having a radius of 220.00 feet, an arc length of 13.86 feet, whose chord bears North 45°39'32" West a chord distance of 13.86 feet to a point, thence;
5. Along the same, North 47°27'50" West, a distance of 184.57 feet, to a point in the easterly line of lot 3 in block 80.02, thence;
6. Along the same, North 43°30'57" East, a distance of 200.38 feet to a point in the southerly line of New Jersey State Highway Route 3, thence;
7. Along said southerly line of Route 3, South 58°00'46" East, a distance of 1276.50 feet to the **POINT OF BEGINNING**.

Containing an area of 449,874 square feet or 10.328 acres more or less.

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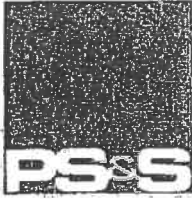


Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.05 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

A handwritten signature in cursive script, reading 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
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June 28, 2016.
Revised 09/21/2016.



LOT 2, BLOCK 102
TOWNSHIP OF NUTLEY, ESSEX COUNTY,
NEW JERSEY

BEGINNING at a point in the westerly line of Windsor Place (50' wide), said point being North 34°59'02" East, a distance of 450.00' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the dividing line between Block 102 Lot 2 and Block 102 Lot 9, North 55°00'58" West, a distance of 177.44" to a point, running thence;
2. Along the dividing line between Block 102 Lot 2 and Block 102 Lots 17 through 22 & 1, North 34°51'38" East, a distance of 307.39' to a point, running thence;
3. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 102 Lot 2 and Block 79.04 Lot 24, South 55°11'22" East, a distance of 178.10' to a point, running thence;
4. Along the westerly line of Windsor Place (50' wide), South 34°59'02" West, a distance of 307.92' to the **POINT OF BEGINNING**.

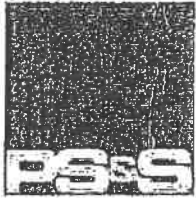
Containing an area of 54,691 square feet or 1.255 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.

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LOT 9, BLOCK 102
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being North 32°34'28" West, a distance of 191.10' from the intersection of the northerly line of Kingsland Street (50' wide) with the westerly line of Windsor Place (50' wide), and running thence;

1. Along the dividing line between Block 102 Lot 9 and Block 102 Lots 10, 13 through 17, North 34°51'38" East, a distance of 377.06' to a point, running thence;
2. Along the dividing line between Block 102 Lot 9 and Block 102 Lot 2, South 55°00'58" East, a distance of 177.44' to a point, running thence;
3. Along the westerly line of Windsor Place (50' wide), South 34°59'02" West, a distance of 100.00', to a point, running thence;
4. Along the dividing line between Block 102 Lot 9 and Block 102 Lot 3, North 55°00'58" West, a distance of 105.00' to a point, running thence;
5. Along the dividing line between Block 102 Lot 9 and Block 102 Lots 3 through 6 & 8, South 34°59'02" West, a distance of 306.64', to a point, running thence;
6. Along the northerly line of Kingsland Street (50' wide), North 32°34'28" West, a distance of 77.50', to the **POINT OF BEGINNING**.

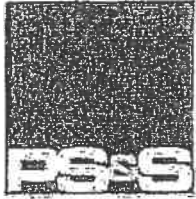
Containing an area of 38,719 square feet or 0.888 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
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June 28, 2016.

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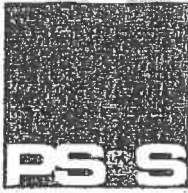


LOT 1, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Windsor Place (50' wide), said point being n 34°59'02" e, 627.59' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the easterly line of Windsor Place (50' wide), North 34°59'02" East, a distance of 151.25' to a point, running thence;
2. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 200 Lot 1 and Block 79.04 Lot 21, South 55°11'22" East, a distance of 85.01' to a point, running thence;
3. Along the dividing line between Block 200 Lot 1 and Block 200 Lot 2 the following 8 courses, North 68°38'37" West, a distance of 19.44' to a point, running thence;
4. Still Along the said dividing line, South 85°08'46" West, a distance of 6.53' to a point, running thence;
5. Still Along the said dividing line, South 36°09'02" West, a distance of 60.44' to a point, running thence;
6. Still Along the said dividing line, South 17°07'58" East, a distance of 29.11' to a point, running thence;
7. Still Along the said dividing line, South 55°17'58" East, a distance of 15.00' to a point, running thence;
8. Still Along the said dividing line, South 12°12'58" East, a distance of 16.00' to a point, running thence;
9. Still Along the said dividing line, South 39°26'02" West, a distance of 44.00' to a point, running thence;
10. Still Along the said dividing line, South 34°42'02" West, a distance of 9.78' to a point, running thence;
11. Along the dividing line between Block 200 Lot 1 and Block 200 Lot 24, North 55°00'58" West, a distance of 106.22' to the **POINT OF BEGINNING**.

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Containing an area of 12,423 square feet or 0.285 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
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June 28, 2016.

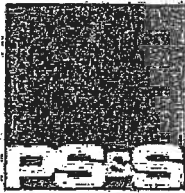


LOT 2, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point, said point being the intersection of the westerly line of Norfolk Southern (50' wide) with the dividing line between Essex County and Passaic County, and running thence;

1. Along the westerly line of Norfolk Southern (50' wide) Along a curve to the left having a radius of 1935.08', an arc length of 402.07', the chord bearing, South 5°28'39" East, a distance of 401.34' to a point, running thence;
2. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 3, North 56°03'28" West, a distance of 314.54' to a point, running thence;
3. Along the dividing line between Block 200 Lot 2 and Block 200 Lots 24 & 1, North 34°42'02" East, a distance of 169.12' to a point, running thence;
4. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 39°26'02" East, a distance of 44.00' to a point, running thence;
5. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 12°12'58" West, a distance of 16.00' to a point, running thence;
6. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 55°17'58" West, a distance of 15.00' to a point, running thence;
7. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 17°07'58" West, a distance of 29.11' to a point, running thence;
8. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 36°09'02" East, a distance of 60.44' to a point, running thence;
9. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, North 85°08'46" East, a distance of 6.53' to a point, " running thence;
10. Along the dividing line between Block 200 Lot 2 and Block 200 Lot 1, South 68°38'37" East, a distance of 19.44' to a point, running thence;
11. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 200 Lot 2 and Block 79.04 Lot 21, South 55°11'22" East, a distance of 76.03', to the **POINT OF BEGINNING**.

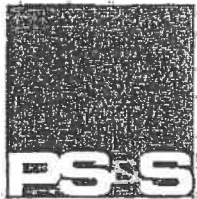
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Containing an area of 58,209 square feet or 1.336 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



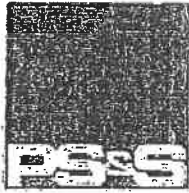
LOT 3, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the westerly line of Norfolk Southern (50' wide), said point being North 26°03'12" West, a distance of 165.77' from the intersection of the westerly line of Norfolk Southern (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 4, North 62°17'28" West, a distance of 178.88' to a point, running thence;
2. Along the dividing line between Block 200 Lot 3 and Block 200 Lots 4, 5 & 6, North 60°17'56" West, a distance of 87.68' to a point, running thence;
3. Along the rear line of Lots fronting on Kingsland Street, North 56°03'28" West, a distance of 435.96' to a point, running thence;
4. Along the rear line of Block 200 Lot 16, North 55°17'58" West, a distance of 50.00' to a point, running thence;
5. Along the rear line of Lots fronting on Windsor Place, North 34°40'34" East, a distance of 300.00' to a point, running thence;
6. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 23, North 55°00'58" West, a distance of 0.66' to a point, running thence;
7. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 24, North 34°42'02" East, a distance of 47.60' to a point, running thence;
8. Along the dividing line between Block 200 Lot 3 and Block 200 Lot 2, South 56°03'28" East, a distance of 314.54' to a point, running thence;
9. Along the westerly line of Norfolk Southern (50' wide) on a curve to the left having a radius of 1935.08', an arc length of 493.89', the chord bearing, South 18°44'29" East, a chord distance of 492.55', to a point of tangency, running thence;
10. Still along the westerly line of Norfolk Southern (50' wide), South 26°03'12" East, a distance of 47.51', to the **POINT OF BEGINNING**.

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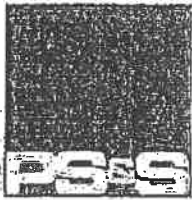
t. 732.560.9700



Containing an area of 181,265 square feet or 4.161 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.



LOT 4, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (variable width) where it intersects the westerly line of Norfolk Southern (50' wide), and running thence;

1. Along the northerly line of Kingsland Street (variable width), North $72^{\circ}11'58''$ West, a distance of 113.85' to a point, running thence;
2. Along the northerly line of Kingsland Street (variable width), North $67^{\circ}06'28''$ West, a distance of 228.25' to a point, running thence;
3. Along the dividing line between Block 200 Lot 4 and Block 200 Lot 5 (former westerly line of miller street), North $22^{\circ}53'32''$ East, a distance of 100.68' to an angle point, running thence;
4. Still along the dividing line on a curve to the right having a radius of 2005.00', an arc length of 47.65', the chord bearing North $22^{\circ}50'33''$ West, a chord distance of 47.65' to an angle point, running thence;
5. Along the dividing line between Block 200 Lot 4 and Block 200 Lot 3 the following 2 courses, South $60^{\circ}17'56''$ East, a distance of 87.68' to a point, running thence;
6. Still along the dividing line, South $62^{\circ}17'28''$ East, a distance of 178.88' to a point, running thence;
7. Along the westerly line of Norfolk Southern (50' wide), South $26^{\circ}03'12''$ East, a distance of 150.39', to the **POINT OF BEGINNING**.

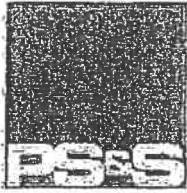
Containing an area of 33,765 square feet or 0.775 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

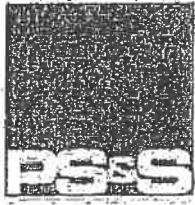
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Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190



June 28, 2016.



LOTS 5 & 6, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being n 67°06'28" w, 353.26' from the intersection of the northerly line of Kingsland Street (50' wide) with the westerly line of Norfolk Southern (50' wide), and running thence;

1. Along the northerly line of Kingsland Street (50' wide), North 67°06'28" West, a distance of 73.74' to a point of non-tangency, running thence;
2. Still along the northerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 1292.15', an arc length of 52.15', the chord bearing, North 63°45'15" West, a chord distance of 52.14' to a point, running thence;
3. Along the dividing line between Block 200 Lot 6 and Block 200 Lot 7, North 34°42'02" East, a distance of 145.83' to a point, running thence;
4. Along the dividing line between Block 200 Lots 5 & 6 and Block 200 Lot 3 the following 2 courses, South 56°03'28" East, a distance of 60.00' to a point, running thence;
5. Still along the dividing line, South 60°17'56" East, a distance of 2.96' to a point, running thence;
6. Along the dividing line between Block 200 Lot 5 and Block 200 Lot 4 (former westerly line of Miller Street), on a curve to the left having a radius of 2005.00', an arc length of 47.65', the chord bearing South 22°50'33" East, a chord distance of 47.65' to an angle point, running thence;
7. Still along the dividing line, South 22°53'32" West, a distance of 100.68' to the point of beginning.

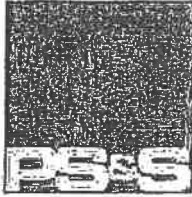
Containing an area of 14,790 square feet or 0.340 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.



LOT 24, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the easterly line of Windsor Place (50' wide), said point being North 34°59'02" East, a distance of 420.65' from the intersection of the westerly line of Windsor Place (50' wide) with the northerly line of Kingsland Street (50' wide), and running thence;

1. Along the easterly line of Windsor Place (50' wide), North 34°59'02" East, a distance of 206.94' to a point, running thence;
2. Along the dividing line between Block 200 Lot 24 and Block 200 Lot 1, South 55°00'58" East, a distance of 106.22' to a point, running thence;
3. Along the dividing line between Block 200 Lot 24 and Block 200 Lots 2 & 3, South 34°42'02" West, a distance of 206.94' to a point, running thence;
4. Along the dividing line between Block 200 Lot 24 and Block 200 Lot 23, North 55°00'58" West, a distance of 107.24' to the **POINT OF BEGINNING**.

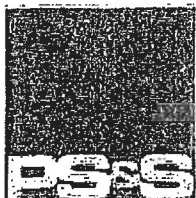
Containing an area of 22,087 square feet or 0.507 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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LOT 1, BLOCK 201
(WESTERN PORTION)
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (variable width) where it intersects the easterly line of Norfolk Southern (50' wide), and running thence;

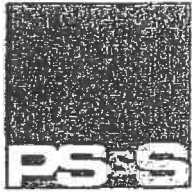
1. Along the easterly line of Norfolk Southern (50' wide) the following 2 courses,
2. North 26°03'12" West, a distance of 255.32' to a point of curvature, running thence;
3. Still along the easterly line of Norfolk Southern on a curve to the right, having a radius of 1885.08', an arc length of 838.43', the chord bearing, North 13°18'41" West, a distance of 831.54' to a point, running thence;
4. Along the dividing line between Essex County and Passaic County, said line being the dividing line between Block 201 Lot 1 (Western Portion) and Block 80.02 Lot 1.01 in the City of Clifton, South 54°41'40" East, a distance of 824.56' to a point, running thence;
5. Along the dividing line between Block 201 Lot 1 (Western Portion) and the PSE&G right of way, the following 2 courses, South 31°54'46" West, a distance of 386.64' to a point, running thence;
6. Still, along the dividing line, South 30°52'19" West, a distance of 282.36' to a point, running thence;
7. Along the northerly line of Kingsland Street (variable width), North 66°58'10" West, a distance of 21.78' to the **POINT OF BEGINNING**.

Containing an area of 332,518 square feet or 7.634 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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Being portion of Lot 1 (Western Portion) in Block 201 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', is written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.

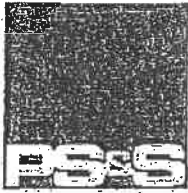


LOT 1, BLOCK 201
(EASTERN PORTION)
TOWNSHIP OF NUTLEY, ESSEX COUNTY,
NEW JERSEY

BEGINNING at an angle point in the northerly line of Kingsland Street (variable width), said point the intersection of the northerly line of Kingsland Street (variable width) with the easterly line of PSE&G right of way, and running thence;

1. Along said easterly line of PSE&G right of way, North $30^{\circ}52'19''$ East, a distance of 278.69' to an angle point, thence;
2. Along the same, North $31^{\circ}54'46''$ East, a distance of 384.93' to a point, said point also being the northerly township limits of the township of Nutley, Essex County, running thence;
3. Along said limits, South $54^{\circ}41'40''$ East, a distance of 99.25 to a point, running thence;
4. Leaving said limit line, and along the westerly line of Lot 1.03 and Lot 1.02 in Block 300, South $31^{\circ}54'46''$ West, a distance of 593.79' to a point, running thence;
5. Along the southerly line of Lot 1.02 in Block 300, North $58^{\circ}05'14''$ East, a distance of 70.96' to a point along the block limit line between Block 201 to the west and Block 300 to the East, running thence;
6. Along said block limit line South $30^{\circ}52'52''$ West, a distance of 65.01' to a point on the northerly line of Lot 1.01 in Block 300, running thence;
7. Along the same, North $58^{\circ}05'14''$ West, a distance of 72.13' to a point, running thence;
8. Along the westerly line of Lot 1.01 in Block 300, South $31^{\circ}54'46''$ West, a distance of 14.06' to a point of cusp in the northerly line of Kingsland Street, (variable width R.O.W.), running thence;
9. On a curve to the left, having a radius of 180.00', and arc length of 4.07 whose chord bears North $22^{\circ}10'35''$ West, a chord distance of 4.07' to a cusp, running thence;
10. Along the same and on a curve to the left, having a radius of 95.00', and arc length of 73.20' whose chord bears North $44^{\circ}53'55''$ West, a chord distance of 71.40' to a point of tangency, running thence;

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11. Along the same, North $66^{\circ}58'10''$ West, a distance of 21.46' to the **POINT OF BEGINNING.**

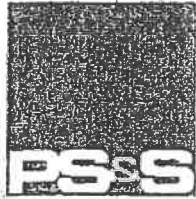
Containing an area of 69,403 square feet or 1.593 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1 (Eastern Portion) in Block 201 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written in a cursive style.

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Professional Land Surveyor
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June 28, 2016.
Revised 9/23/2016.



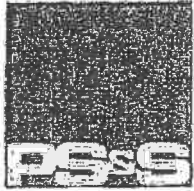
LOT 1, BLOCK 300
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Kingsland Street (50' wide), said point being the intersection of the westerly line of Lot 58 in Block 300 and the easterly line of Lot 1 in Block 300 and running thence;

1. Along the northerly line of Kingsland Street (variable width R.O.W), North $75^{\circ}11'08''$ West, a distance of 165.98' to a point of curvature, thence;
2. Along the same on a curve to the right having a radius of 2,108.68', an arc length of 153.72', whose chord bears North $73^{\circ}05'50''$ West, a chord distance of 153.68' to a point, thence;
3. Along the same, North $20^{\circ}10'52''$ East, a distance of 3.00' to a point of cusp, thence;
4. Along the same on an arc to the right, having a radius of 2112.36', an arc length of 42.87', whose chord bears North $70^{\circ}24'00''$ West, a chord distance of 42.87' to a point of tangency, thence;
5. Along the same, North $69^{\circ}49'15''$ West, a distance of 51.02' to a point of curvature, thence;
6. Along the same on a curve to the right, having a radius of 415.00' an arc length of 190.12', whose chord bears North $56^{\circ}41'42''$ West, a chord distance of 188.46' to a point, thence;
7. Leaving said right of way and along the easterly line of Lot 1.01 in Block 300 North $31^{\circ}54'46''$ East, a distance of 381.11', to a point, thence ;
8. Along the northerly line of Lot 1.01 in Block 300, North $58^{\circ}05'14''$ West, a distance of 532.34' to a point, said point being the block limit line between Block 201 to the West and Block 300 to the East, thence;
9. Along said block limit line, North $30^{\circ}52'52''$ East, a distance of 65.01' to a point along the southerly line of Lot 1.02 in Block 300, thence;
10. Along the southerly line of Lots 1.02 and 1.04 in Block 300, South $58^{\circ}05'14''$ East, a distance of 533.51' to a point, thence;
11. Along the easterly line of Lot 1.04 in Block 300, North $31^{\circ}54'46''$ East, a distance of 557.95 to a point in the Municipal Boundary Line between the Township of

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Nutley, Essex County to the south and the City of Clifton, Passaic County to the North, thence;

12. Along said Municipal Boundary Line, South $54^{\circ}41'40''$ East, a distance of 440.23' to a point thence;
13. Along the westerly line of Lots 2 through 13 in Block 300, South $37^{\circ}37'52''$ West, a distance of 513.93' to a point, thence;
14. Along the northerly line of Lots 16 and 20 in Block 300, North $44^{\circ}25'38''$ West, a distance of 218.72' to a point, thence;
15. Along the westerly line of Lots 20 and 21 and the westerly right of way line of Montclair Street (50' wide R.O.W.), South $20^{\circ}10'52''$ West, a distance of 372.05' to a point, thence;
16. Along the northerly line of Lots 21 through 28 in Block 300, South $75^{\circ}11'08''$ East, a distance of 305.99;' to a point thence;
17. Along the westerly line of Lot 58 in Block 300, South $14^{\circ}48'52''$ West, a distance of 150.00' to the **POINT OF BEGINNING**.

Containing an area of 404,374 square feet or 9.283 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 28, 2016.
Revised 09/21/2016.



LOT 20, BLOCK 300
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the northerly line of Montclair Avenue (50' wide) where it intersects the easterly line of Block 300 Lot 1, and running thence;

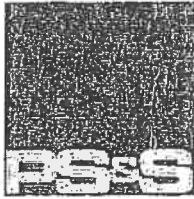
1. Along the dividing line between Block 300 Lot 20 and Block 300 Lot 1 the following 2 courses, North 20°10'52" East, a distance of 221.39' to a point, running thence;
2. Still along the dividing line, South 44°25'38" east, a distance of 187.65' to a point, running thence;
3. Along the rear line of Lots fronting on Montclair Avenue, North 75°11'08" West, a distance of 122.05' to a point, running thence;
4. Along the dividing line between Block 300 Lot 20 and Block 300 Lot 19, South 20°10'52" West, a distance of 125.00' to a point, running thence;
5. Along the northerly line of Montclair Avenue (50' wide), North 75°11'08" West, a distance of 48.22' to the **POINT OF BEGINNING**.

Containing an area of 14,171 square feet or 0.325 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.

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LOT 1 IN BLOCK 2000
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

BEGINNING at a point in the southerly line of Kingsland Street (50' wide), said point being the following 3 courses from the intersection of the southerly line of Kingsland Street (50' wide) with the westerly line of hillside avenue (50' wide) a. Along the southerly line of Kingsland Street (50' wide), North 55°15'11" West, a distance of 198.80' to a point, running thence; b. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2913.68', and arc length of 229.85', the chord bearing North 59°21'04" West, a chord distance of 229.79' to a point of compound curvature, running thence; c. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 815.45', and arc length of 69.40', the chord bearing North 64°02'57" West, a chord distance of 69.38' to the point of beginning, running thence;

1. Along the dividing line between Block 2000 Lot 1 and Block 2000 Lots 2 & 3, South 37°29'03" West, a distance of 217.81' to a point, running thence;
2. Along the dividing line between Block 2000 Lot 1 and Block 2000 Lot 5, North 64°56'28" West, a distance of 35.56' to a point, running thence;
3. Along the dividing line between Block 2000 Lot 1 and Block 2101 Lot 1, North 37°29'22" East, a distance of 216.00' to a point, running thence;
4. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 815.70', an arc length of 35.98', the chord bearing South 67°45'27" East, a chord distance of 35.97' to the **POINT OF BEGINNING**.

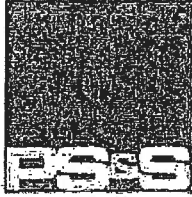
Containing an area of 7,534 square feet or 0.172 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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June 28, 2016.

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LOTS 4 & 5 IN BLOCK 2000 &
LOT 1 IN BLOCK 2101
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

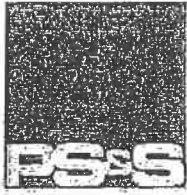
BEGINNING at a point in the southerly line of Kingsland Street (50' wide), said point being the following 2 courses from the intersection of the southerly line of Kingsland Street (50' wide) with the westerly line of hillside avenue (50' wide) a. Along the southerly line of Kingsland Street (50' wide), North 55°15'11" West, a distance of 198.80' to a point, running thence; b. Still along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2913.68', and arc length of 100.46', the chord bearing North 58°04'44" West, a distance of 100.45' to the point of beginning, running thence;

1. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lot 6, South 37°27'52" West, a distance of 149.81' to a point, running thence;
2. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lots 6 & 7, South 58°05'08" East, a distance of 110.51' to a point, running thence;
3. Along the dividing line between Block 2000 Lot 5 and Block 2000 Lots 12 through 18 & 20, South 37°27'52" West, a distance of 468.68' to a point, running thence;
4. Along the northerly line of a tract excepted from the overall parcel as per deed book 4271 page 899, said northerly line know being the dividing line between Block 2000 Lot 5 and Block 2000 Lot 27, North 54°30'08" West, a distance of 122.95' to a point of curvature, running thence;
5. Still partially along the northerly line of a tract excepted from the overall parcel as per deed book 4271 page 899, said northerly line know being the dividing line between Block 2000 Lot 5 and Block 2000 Lot 27, and then continuing along the dividing line between Block 2000 Lot 4 and Block 2000 Lot 27 on a curve to the left having a radius of 870.53', an arc length of 98.76', the chord bearing, North 57°45'08" West, a chord distance of 98.71' to a point of compound curvature, running thence;
6. Along the dividing line between Block 2000 Lot 5 & Block 2101 Lot 1 and Block 2000 Lot 27 on a curve to the left having a radius of 699.13', an arc length of 186.22', the chord bearing, North 68°37'39" West, a chord distance of 185.67' to a point of compound curvature, running thence;
7. Along the dividing line between Block 2101 Lot 1 and Block 2000 Lot 27 on a curve to the left having a radius of 260.08', an arc length of 145.28', the chord bearing, South 87°44'43" West, a chord distance of 143.39' to a point, running thence;

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8. Along the easterly line of Norfolk Southern (1/2 width 40') the following 3 courses, North $21^{\circ}42'08''$ West, a distance of 157.93' to a point of curvature, running thence;
9. Still along the easterly line of Norfolk Southern (1/2 width 40') on a curve to the left having a radius of 2905.00', an arc length of 220.55', the chord bearing North $23^{\circ}52'38''$ West, a chord distance of 220.50' to a point of tangency, running thence;
10. Still along the easterly line of Norfolk Southern (1/2 width 40'), North $26^{\circ}03'08''$ West, a distance of 111.99' to an angle point in Norfolk Southern, running thence;
11. Along the northerly line of Norfolk Southern, South $38^{\circ}43'52''$ West, a distance of 16.58' to an angle point in Norfolk Southern, running thence;
12. Along the easterly line of Norfolk Southern (variable width), North $26^{\circ}03'08''$ West, a distance of 409.97' to a point, running thence;
13. Along the dividing line between Block 2101 Lot 1 and Block 2101 Lot 2, North $63^{\circ}56'52''$ East, a distance of 4.46' to a point, running thence;
14. Along the southerly line of Kingsland Street (variable width) on a curve to the left having a radius of 149.48', an arc length of 114.18', the chord bearing South $47^{\circ}56'10''$ East, a chord distance of 111.42' to a point, running thence;
15. Still along the southerly line of Kingsland Street (variable width), South $69^{\circ}49'08''$ East, a distance of 178.84' to a point of curvature, running thence;
16. Along the southerly line of Kingsland Street (50' wide) on a curve to the left having a radius of 2158.68', an arc length of 202.19', the chord bearing South $72^{\circ}30'08''$ East, a chord distance of 202.12' to a point of tangency, running thence;
17. Still along the southerly line of Kingsland Street (50' wide), South $75^{\circ}11'08''$ East, a distance of 454.25' to a point of curvature, running thence;
18. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 815.70', an arc length of 87.76', the chord bearing South $72^{\circ}06'12''$ East, a chord distance of 87.72' to a point, running thence;
19. Along the dividing line between Block 2101 Lot 1 and Block 2000 Lot 1, South $37^{\circ}29'22''$ West, a distance of 216.00' to a point, running thence;
20. Along the dividing line between Block 2000 Lot 4 and Block 2000 Lots 1 & 3, South $64^{\circ}56'28''$ East, a distance of 116.80' to a point, running thence;



21. Along the dividing line between Block 2000 Lot 4 and Block 2000 Lot 3, North $37^{\circ}29'22''$ East, a distance of 216.00' to a point, running thence;
22. Along the southerly line of Kingsland Street (50' wide) on a curve to the right having a radius of 2913.68', an arc length of 107.80', the chord bearing South $60^{\circ}19'28''$ East, a chord distance of 07.80' to the **POINT OF BEGINNING**.

Containing an area of 502,416 square feet or 11.534 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

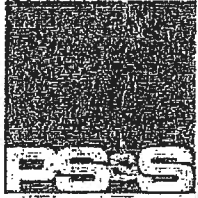
A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written in a cursive style.

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June 28, 2016.

EXHIBIT B

NUTCLIF MED PROPERTY

[SEE ATTACHED]



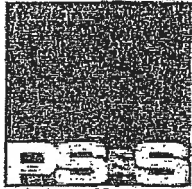
**LOT 1.01, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point on the northerly line of Kingsland Street (variable width right of way), said point being the following three (3) courses from the westerly corner of Lot 1 (Eastern Portion) in Block 201;

- a. Along the northerly Right of Way line of Kingsland Street, South $66^{\circ}58'10''$ East, a distance of 21.46 feet to a point on the same, thence;
- b. On a curve to the right, having a radius of 95.00 feet, and arc length of 73.20 feet, whose chord bears South $44^{\circ}53'55''$ East, a chord distance of 71.40 feet to a point of cusp, thence;
- c. On a curve to the right, having a radius of 180.00 feet, an arc length of 4.07 feet, whose chord bears South $22^{\circ}10'35''$ East, a chord distance of 4.07 feet to a point and running thence.
 1. Leaving said northerly right of way line, North $31^{\circ}54'46''$ East, a distance of 14.06 feet to a point, thence;
 2. South $58^{\circ}05'14''$ East. A distance of 604.47 feet to a point, thence;
 3. South $31^{\circ}54'46''$ West, a distance of 381.11 feet to a point of cusp on the northerly right of way line of Kingsland Street (variable width R.O.W.), thence;
 4. Along the same, on a curve to the right, having a radius of 415.00 feet, an arc length of 110.64 feet, whose chord bears North $35^{\circ}56'02''$ West, a chord distance of 110.31 feet to an angle point, thence;
 5. Along the same, South $37^{\circ}03'52''$ West, a distance of 3.76 feet to an angle point, thence;
 6. Along the same, North $26^{\circ}03'11''$ West, a distance of 533.68 feet to a point of curvature, thence;
 7. Along the same, on a curve to the right, having a radius of 70.00 feet, an arc length of 23.00 feet, whose chord bears South $16^{\circ}38'25''$ East, a chord distance of 22.90 feet to a point of reverse curvature, thence;

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Warren, NJ 07059

t. 732.560.9700



8. Along the same, on a curve to the left having a radius of 180.00 feet, an arc length of 44.93 feet, whose chord bears North 14°22'40" West, a chord distance of 44.81 feet to the point and **PLACE OF BEGINNING.**

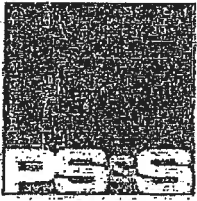
Containing an area of 130,289 square feet or 2.991 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.01 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

A handwritten signature in black ink, appearing to read 'F. C. Wecht, Jr.', written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.



**LOT 1.02, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point on the northerly line of Kingsland Street (variable width right of way), said point being distant of 113.56 feet on a bearing of North 87°47'48" East from westerly corner of Lot 1 in Block 201 (Eastern Portion) and running thence.

1. North 31°54'46" East, a distance of 371.25 feet to a point, thence;
2. South 58°05'14" East, a distance of 479.48 feet to a point, thence;
3. South 31°54'46" West, a distance of 371.25 feet to a point, thence;
4. North 58°05'14" West, a distance of 479.48 feet to the **POINT OF BEGINNING**.

Containing an area of 178,003 square feet or 4.086 acres more or less.

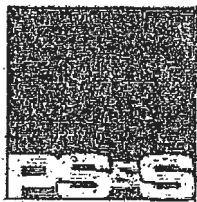
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.02 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.8700



**LOT 1.03, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

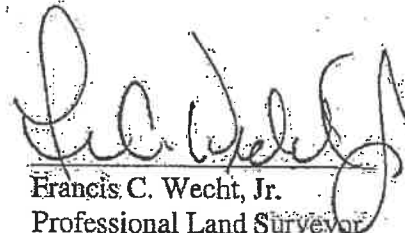
BEGINNING at a point, said point being the terminus point of the course No. 1 of Lot 1.02 in Block 300, and running thence.

1. North $31^{\circ}54'46''$ East, a distance of 222.54 feet to a point in the municipal line between the Township of Nutley, Essex County to the south and the City of Clifton, County of Passaic to the North, thence;
2. Along said municipal line, South $54^{\circ}41'40''$ East, a distance of 480.32 feet to a point, thence;
3. Leaving said municipal line, South $31^{\circ}54'46''$ West, a distance of 194.11 feet to a point, thence;
4. Along the dividing line between Block 300, Lot 1.03 and Block 300, Lot 1.02, North $58^{\circ}05'14''$ West, a distance of 479.48 feet to the **POINT OF BEGINNING**.

Containing an area of 99,886 square feet or 2.293 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

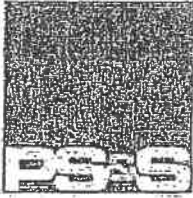
Being Lot 1.03 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.



Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



**LOT 1.04, BLOCK 300
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point, said point being the terminus point of the course No. 3 of Lot 1.02 in Block 300, and running thence.

1. North 31°54'46" East, a distance of 565.36 feet to a point in the municipal line between the Township of Nutley, Essex County to the south and the City of Clifton Passaic County to the north, thence;
2. Along said municipal line, South 54°41'40" East, a distance of 125.21 feet to a point, thence;
3. Leaving said municipal line, South 31°54'46" West, a distance of 557.95 feet to a point, thence;
4. North 58°05'14" West, a distance of 125.00 feet to the **POINT OF BEGINNING**.

Containing an area of 70,207 square feet or 1.612 acres more or less.

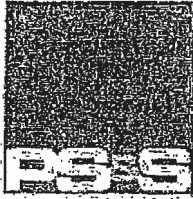
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 1.04 in Block 300 as shown on a map entitled "Major Subdivision, Block 201, Lot 1, Block 300, Lot 1, Township of Nutley, Essex County, N.J.," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Essex County Clerk's office on September 9, 2016 as map No. 4663.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.660.8700



**LOT 4.01, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**


BEGINNING at a point, along the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 99.25 feet on a bearing of South 54°41'40" East, from the intersection of the easterly line of Lot 3 in Block 80.02 with the westerly line of Lot 4.04 in Block 80.02 and running thence.

1. North 31°54'46" East, a distance of 148.71 feet to a point, thence;
2. South 58°05'14" East, a distance of 479.48 feet to a point, thence;
3. South 31°54'46" West, a distance of 177.14 feet to a point, said point being in the municipal line between the City of Clifton Passaic County to the North and the Township of Nutley, Essex County to the south, thence;
4. Along said municipal line, North 54°41'40" West, a distance of 480.32 feet to the **POINT OF BEGINNING**.

Containing an area of 78,118 square feet or 1.793 acres more or less.

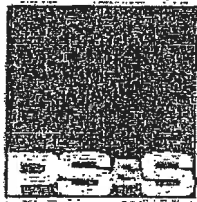
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.01 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

1. 732.560.9700



**LOT 4.02, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**

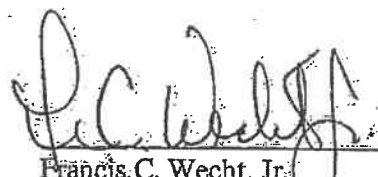
BEGINNING at a point, in the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 440.23 feet on a bearing of North 54°41'40" West, from the intersection of the westerly line of Lot 12 in Block 80.02 with the easterly line of Lot 4.04 in Block 80.02 and running thence.

1. North 54°41'40" West, a distance of 125.21 feet to a point, thence;
2. North 31°54'46" East, a distance of 177.14 to a point, thence;
3. South 58°05'14" East, a distance of 125.00 feet to a point, thence;
4. South 31°54'46" West, a distance of 184.55 feet to the **POINT OF BEGINNING**.

Containing an area of 22,605 square feet or 0.519 acres more or less.

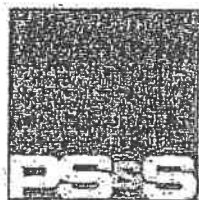
Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.02 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.580.9700



**LOT 4.03, BLOCK 80.02
CITY OF CLIFTON
PASSAIC COUNTY
NEW JERSEY**

BEGINNING at a point, said point being distant of 122.39 feet on a bearing of North 70°48'27" West from the intersection of the westerly line of Lot 6 in Block 80.02 and the easterly line of Lot 4.04 in Block 80.02, said point also being in the southerly right of way line of Water Street (variable width R.O.W.) and running thence;

1. On a curve the right, having a radius of 70.00 feet, an arc length of 103.74 feet, whose chord bears South 1°38'59" East, a chord distance of 94.50 feet to a point of tangency, thence;
2. South 40°48'18" West, a distance of 263.03 feet to a point, thence;
3. North 58°05'14" West, a distance of 364.13 feet to a point, thence;
4. North 31°54'46" East, a distance of 379.86 feet to a point, thence;
5. South 58°05'14" East, a distance of 186.93 feet to a point, thence;
6. South 44°06'15" East, a distance of 170.67 feet to the **POINT OF BEGINNING**.

Containing an area of 142,042 square feet or 3.261 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Being Lot 4.03 in Block 80.02 as shown on a map entitled "Preliminary and Final Major Subdivision, Block 80.02, Lot 4, City of Clifton, Passaic County, New Jersey," prepared by Paulus, Sokolowski and Sartor, L.L.C., filed in the Passaic County Clerk's office on September 23, 2016 as map No. 3608.

57B Mountain Blvd Ext
PO Box 4038
Warren, NJ 07059

t. 732.560.8700



Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

EXHIBIT C-1

KINGSLAND FIFTH AVENUE,
KINGSLAND FIRST AVENUE,
AND ROUTE 3 SIGNAGE EASEMENT AREAS

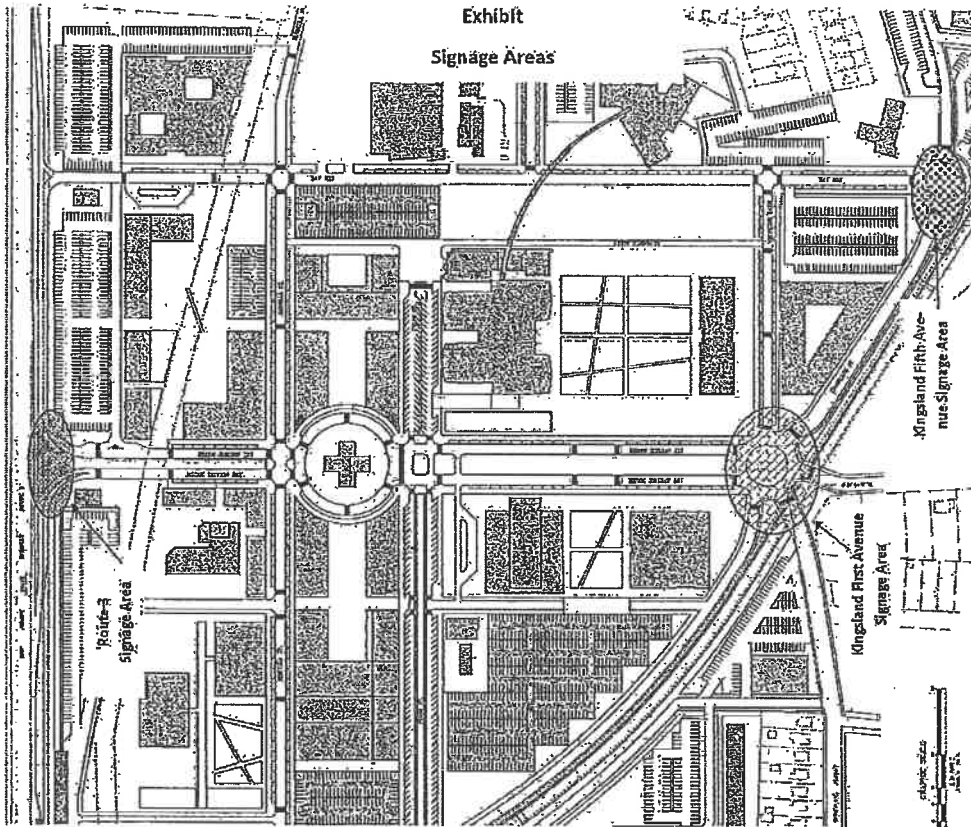


EXHIBIT C-2

BUILDING 76 SIGNAGE EASEMENT AREA

(showing dual naming opportunities)

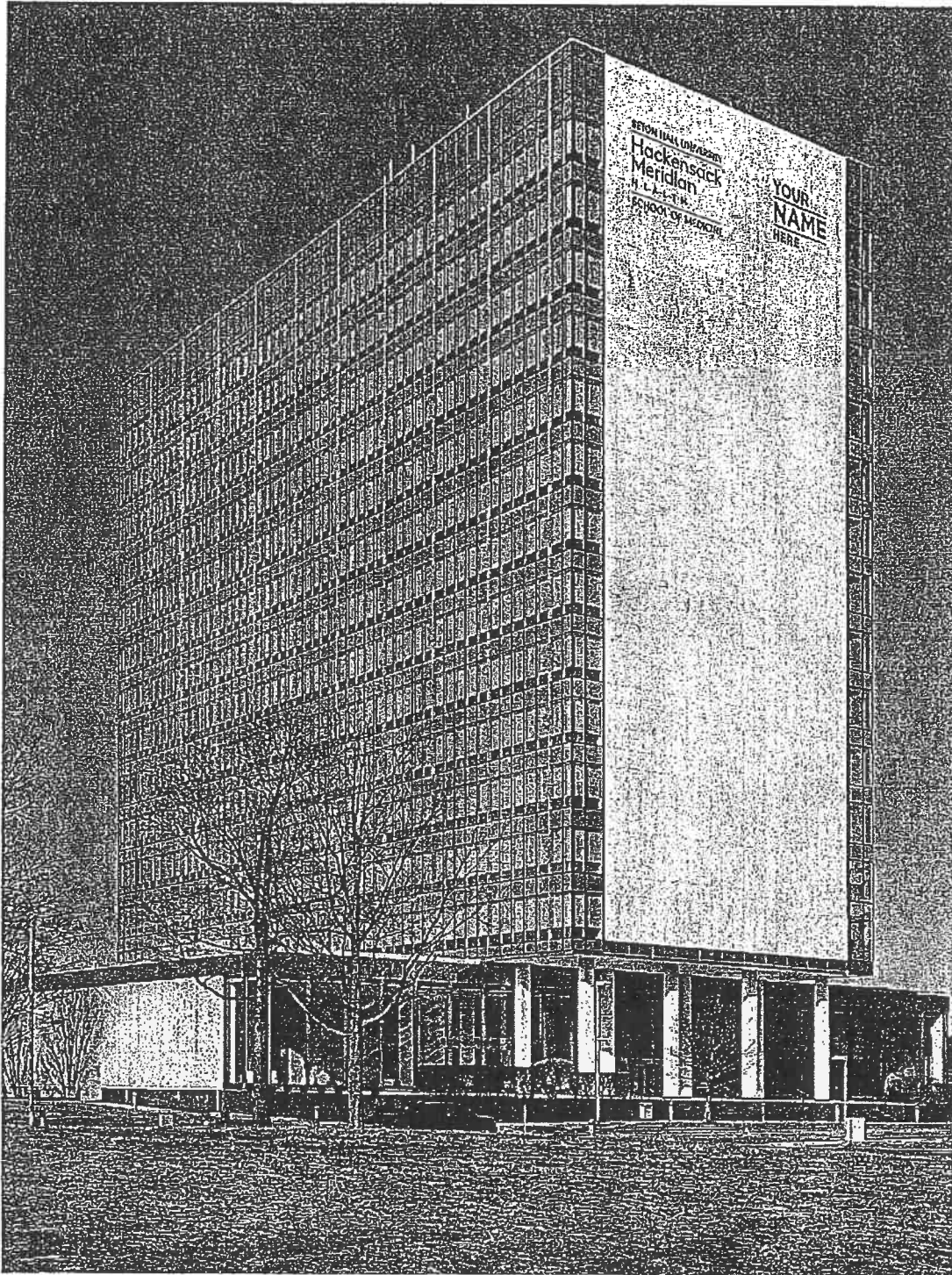


EXHIBIT L

SPECIFIC PROHIBITED USES

The following uses are only prohibited inside the boundaries of the area delineated by a red line on the attached plan (except that corporate offices for companies that are engaged in any of the uses listed below shall be permitted):

- * Off-premises auto parking lots
- * Truck terminals
- * Transfer stations
- * Gasoline filling stations
- * Storage of coal, lumber and building materials
- * Auto body garages
- * Automobile repair and machine shops
- * Printing shops and newspaper publishing plants.
- * Sale of second-hand merchandise (excluding up-scale consignment shops, discount retailers, and second-hand books, which shall be permitted)
- * Methadone or other drug related clinic
- * Unemployment, counseling or other similar social services office
- * Pawn shop
- * Sale at retail of smoking or drug paraphernalia in a format commonly known as a "head shop"
- * Massage parlors (excluding massage services offered as part of complete spa services); escort services, dating services, or similar matchmaking or companion services
- * Sale of fireworks
- * Pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity
- * Check cashing services (except as an incidental part of another primary business or incident to the banking activities of a state or federally chartered bank, thrift or credit union)
- * Debt collection activities, debt consolidation services, credit repair or credit restoration activities (except as such activities are incidental to banking activities conducted by a state or federally chartered bank, thrift or credit union)
- * Bail bond services of any kind, or any activities of a bail bond agent
- * Sale, distribution, marketing, or production of medical marijuana, medical cannabis or any constituent cannabinoids such as THC (this limitation shall apply broadly, regardless of whether the activity is conducted by collectives, collective caregivers, co-ops, growers, or any other entity or organization)
- * Coin-operated laundry for retail use (excluding coin-operated laundry that is accessory to a residential or hotel use, which shall be permitted)
- * Sale of any firearms, ammunition or weapons, or a shooting gallery of any type
- * Off-track betting parlor
- * Homeless shelter, soup kitchen or similar use
- * Sale or display of pornographic products or services
- * Funeral parlor

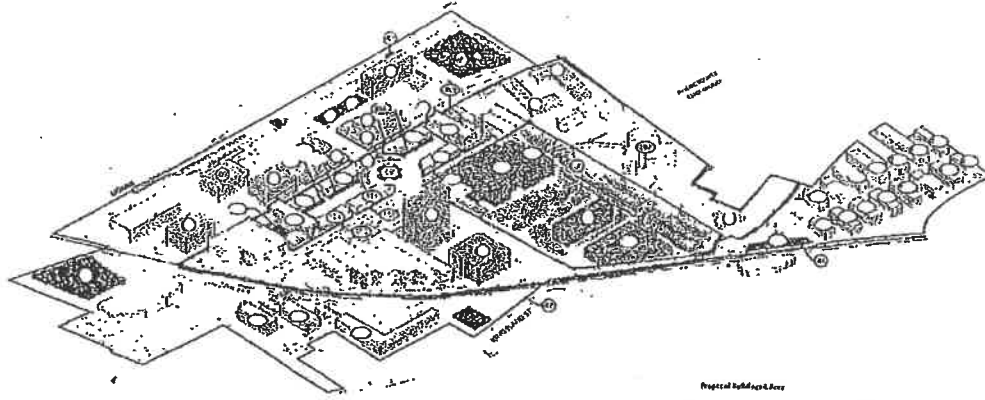
- * Raising, breeding or keeping of any animals or poultry (excluding research facilities, domestic pets, service animals, retail pet stores, and the American Kennel Club or similar operators, all of which shall be permitted)
- * Any form of spiritualist services, such as fortune-telling or reading
- * Manufacturing uses as a principal use
- * Warehousing as a principal use
- * Acute care in-patient hospitals, nursing homes, and intermediate and extended care facilities (except that these uses are permitted on the MEF Parcel)

The following uses are prohibited on any part of the Campus

- * Except with respect to the MEF Parcel, colleges, schools or programs in the educational fields of medicine, nursing, allied health and/or pharmacy, and, as long as Seton Hall University or a successor is a tenant or subtenant at the MEF Parcel, any educational programs then offered by Seton Hall University or such successor within the MEF Parcel, unless approved by Seton Hall University. Further, the following specific users are prohibited without the consent of Seton Hall University: Rowan University, Rider University, Monmouth University, Fairleigh Dickinson University, Montclair State University and The College of New Jersey. Also prohibited are market-based vocational, technical or trade schools or colleges engaged in the business of offering educational programs and/or soliciting students through media advertising in a single architectural unit anywhere on the Campus; provided, however, that the foregoing shall not prohibit: (a) leases of space in any multi-tenant building on the Campus to any of the foregoing, so long as the aggregate square footage leased to such users does not exceed 30,000 square feet in the aggregate and is not provided with signage more prominent than that provided to Kingsland, Hackensack University Medical Center or Seton Hall University; or (b) the short term use of convention or meeting space for hire in hospitality facilities on the Campus for market-based vocational, technical or trade education or training.
- * An abortion clinic or medical service type facility that includes the provision of abortion, sterilization or euthanasia services at any location within the Campus or that promotes at any location within or outside the Campus the use of abortion services, sterilization or euthanasia; or a counseling service which recommends to its clients sterilization and the consideration of abortion as an alternative to carrying a pregnancy through birth; or a political action group or similar organization of which a principal teaching or policy is the advocacy of abortion or right of free choice of an individual to elect abortion; or an adult bookstore, x-rated movie theater, topless bar, or similar pornographic type establishment; or a use or purpose which is materially and significantly contrary to the Ethical and Religious Directives for Health Care Services adopted by the United States Conference of Catholic Bishops, released to the general public and in effect as of the date that any such use or purpose is proposed to be commenced on any portion of the Campus (the "ERDs"). No future change, modification or amendment to the ERDs shall be applied retroactively to prohibit or interfere with any use or purpose conducted on any portion of the Campus that was compliant with the ERDs in effect at the time that such use or purpose was initiated on such portion of the Campus. The above-referenced ERDs are not intended to prevent: (i) the operation of medical offices, including but not limited to medical offices for obstetrics, gynecology and/or urology, provided that all such

medical offices do not provide within the Campus, or promote within or outside the Campus, any use that is not in compliance with the ERDs; and (ii) any artificial reproductive procedures which are compliant with the ERDs. The above-referenced ERDs are also not intended to prevent the operation of clinical research businesses that may utilize genetic materials to the extent that any such use of genetic materials is permitted by the ERDs. Within ten (10) days after receipt of notice from Declarant or any Owner, delivered to Seton Hall University, 400 South Orange Avenue, South Orange, New Jersey 07079, Attention: General Counsel, Seton Hall University will advise if any proposed use within the Campus will be considered by Seton Hall University to violate the ERDs.

Master Plan Program | Allocation



- ADAPTABILITY
- EFFICIENT FURNISHMENT PLAN
- FUNCTIONAL FLEXIBILITY
- FUTURE EXPANSION

- IMPROVED SECURITY/PERMITS/REGULATIONS
- IMPROVED ACCESS
- IMPROVED FLEXIBILITY
- IMPROVED EFFICIENCY

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Project SubMap & Area

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Genster

PHILIP CAPITAL PARTNERS | 240 BUNGALOWS/RESIDENTIAL COMMUNITY PLAN

2



0016XY

Re-Record
RECORD & RETURN TO:

COMMONWEALTH LAND TITLE
464 Valley Brook Avenue
Lyndhurst, NJ 07071
201-804-8844

MARK-OFF

FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made as of the 29th day of September, 2016, by **PB NUTCLIF MASTER, LLC**, a Delaware limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, Declarant executed a Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of July 13, 2016, to be effective as of September __, 2016, and recorded in the Passaic County Clerk's Office and the Essex County Register's Office immediately prior to this Amendment (the "**Declaration**"); and

WHEREAS, the Declaration created certain easements and imposed certain covenants, conditions and restrictions encumbering the Non-MEF Portion of the Campus and the MEF Parcel, as defined in the Declaration and more particularly described on Exhibit A of the Declaration (with respect to the Non-MEF Portion of the Campus) and Exhibit B of the Declaration (with respect to the MEF Parcel); and

WHEREAS, Declarant's affiliate, PB Nutclif Med, LLC, a Delaware limited liability company ("**PB Med**") is the owner of the MEF Parcel, and PB Med joined in the execution of the Declaration as the owner of the MEF Parcel in order to subject the MEF Parcel and all present and future owners and tenants of the MEF Parcel to all of the terms, covenants and conditions of the Declaration; and

WHEREAS, Declarant desires to make certain amendments and modifications to the provisions of the Declaration as more particularly set forth in this Amendment; and

WHEREAS, pursuant to Section 16(e) of the Declaration, the Declarant has the full right, power and authority to execute this Amendment.

NOW, THEREFORE, for and in consideration of the covenants, easements, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Declarant does hereby amend the Declaration as follows:

This Instrument is being re-recorded for the purpose of correcting the recording order.

93
93

Day 14
SEE BOOK PAGE 1

Day 63
SEE BOOK PAGE 1

INV: 1173739 USER: SF

NJ PRESERVATION ACCOUNT	\$35.00
RECORDING FEES - RECORDER OF DEEDS	\$55.00
HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$93.00

Oct 11, 2016
8:48:42 AM
BOOK: D2915
PAGE: 160
Total Pages: 6

INSTRUMENT NUMBER
2016049763
RECORDED ON
Oct 11, 2016
8:08:22 AM
BOOK: D2964
PAGE: 1
Total Pages: 6

KRISTIN M. CORRADO
CLERK
PASSAIC COUNTY
New Jersey

KRISTIN M. CORRADO
CLERK
PASSAIC COUNTY
New Jersey

INSTRUMENT NUMBER
2016063873
RECORDED ON
Dec 23, 2016
9:08:22 AM
BOOK: D2964
PAGE: 1
Total Pages: 6

NJ PRESERVATION ACCOUNT	\$35.00
RECORDING FEES - RECORDER OF DEEDS	\$55.00
HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$93.00

INV: 1186493 USER: MD

1. **Incorporation of Recitals**. The recitals set forth above are incorporated in the body of this Amendment as if set forth at length herein.
2. **Defined Terms**. Capitalized terms used herein without definition shall have the meanings assigned to them in the Declaration.
3. **Indemnification**. Section 21(a) of the Declaration is hereby amended and restated in its entirety to read as follows: “(a) Each Owner, the Declarant and the Association, as the case may be (the “*Indemnifying Party*”) shall defend, indemnify, and hold harmless Declarant, the Association and each other Owner, their respective direct and indirect members and Affiliates, and their respective officers, directors, employees and agents (collectively, the “*Indemnified Parties*”, individually an “*Indemnified Party*”) from and against any claims, losses, liabilities, damages, costs and expenses, including, without limitation, reasonable attorney’s fees, on account of loss of life, bodily injury, property damage, or environmental conditions, remediation requirements or liabilities that may arise from, or be caused by: (i) a breach of any of the terms, conditions, restrictions, and/or requirements of the Purchase Agreement, the Environmental Agreement, or the Environmental Declaration by the Indemnifying Party (to the extent such Indemnifying Party is a party to or otherwise expressly subject to the Purchase Agreement, the Environmental Agreement, or the Environmental Declaration); and (ii) the exercise or enjoyment of the rights conferred under this Declaration or the performance of the obligations under this Declaration by the Indemnifying Party, other than those claims, losses, liabilities, damages, costs and expenses arising from the gross negligence or willful misconduct of the Indemnified Party. If an Indemnified Party believes it is entitled to be indemnified by the Indemnifying Party pursuant to this Section 21, such Indemnified Party shall give notice to the Indemnifying Party as soon as possible after the Indemnified Party learns of its potential liability. The counsel selected by the Indemnifying Party must be approved by the Indemnified Party, which consent shall not be unreasonably withheld. In no event shall an Indemnified Party settle a claim or action brought against it without the prior approval of the Indemnifying Party. Notwithstanding anything to the contrary contained in this Declaration, in the event that Kingsland is the Indemnified Party with respect to any environmental conditions, remediation requirements or liabilities arising with respect to the MEF Parcel, and there exists a conflict between the indemnification provisions in favor of Kingsland pursuant to this Declaration and the indemnification provisions in favor of Kingsland pursuant to the MEF Lease with respect to such environmental conditions, remediation requirements or liabilities arising with respect to the MEF Parcel, the provisions of the MEF Lease shall control, subject to the superior rights of Roche under the Environmental Declaration pursuant to Section 22 below.”
4. **Maintenance of Existing Sky Bridge**. Section 23 of the Declaration is hereby amended to incorporate new subsection (s) stating the following:

“(s) **Maintenance of Existing Sky Bridge**. Declarant is the owner of the existing elevated access way between existing Building 123 located on the MEF Parcel and existing Building 102 located on the Non-MEF Portion of the Campus (the “*Existing Sky Bridge*”). Declarant, at no cost or expense to the Owner of the MEF Parcel, and for the

exclusive benefit of PB Med and all successors in title to the MEF Parcel and not for the benefit of the Owner of any other Lot in the Campus, shall (i) comply with all Legal Requirements applicable to the Existing Sky Bridge, and (ii) maintain and repair the Existing Sky Bridge to the extent that the failure to perform such maintenance and repairs would have a material and adverse effect on the use and enjoyment of the MEF Parcel by the Owner thereof or any tenant or other permitted occupant of the MEF Parcel (subject to any existing rights of third parties to require the removal of the Existing Sky Bridge). In the event Declarant shall fail to perform any of its repair and maintenance obligations under this Section 23(s) (subject to any existing rights of third parties to require the removal of the Existing Sky Bridge), the Owner of the MEF Parcel may deliver to Declarant notice of Declarant's failure to perform such obligations. If Declarant fails to respond to such notice by performing the repairs or maintenance items within thirty (30) days after receipt of such notice (which period may be extended for a reasonable period of time to perform such work if Declarant commences such repairs or maintenance items within such thirty (30) day period and thereafter completes such work with due diligence), the Owner of the MEF Parcel shall have the right to send to Declarant a second notice stating in bold and CAPITALIZED LETTERS that "**DECLARANT HAS FAILED TO RESPOND TO THE MEF PARCEL OWNER'S NOTICE OF DECLARANT'S FAILURE TO REPAIR AND MAINTAIN THE EXISTING SKY BRIDGE AS REQUIRED PURSUANT TO SECTION 23(S) OF THE DECLARATION AND THAT THE CONTINUED FAILURE BY DECLARANT TO RESPOND FOR MORE THAN TEN (10) DAYS AFTER THE RECEIPT OF THIS NOTICE WILL PERMIT THE MEF PARCEL OWNER TO PERFORM ANY SUCH REPAIR AND MAINTENANCE WORK ON BEHALF OF, AND AT THE SOLE COST AND EXPENSE OF DECLARANT**". If Declarant's failure continues for more than ten (10) days after receipt by Declarant of such notice (which period may be extended for a reasonable period of time to perform such work if Declarant commences such repairs or maintenance items within such ten (10) day period and thereafter completes such work with due diligence), then the Owner of the MEF Parcel shall have the right (but not the obligation) to perform any such repairs or maintenance items at Declarant's sole cost and expense, the cost of which Declarant shall pay to the Owner of the MEF Parcel within thirty (30) days after demand therefor by the Owner of the MEF Parcel.

5. **Affiliates**. The definition of "Affiliates" in the Declaration is revised to replace the final sentence thereof in its entirety with the following sentence in lieu thereof: "For the purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise, which management may be subject to the right of other holders of ownership interests in the applicable entity to approve customary major decisions and/or make unilateral decisions which are consistent with those typically found in joint venture agreements with institutional investors, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing."
6. **Binding Effect**. This Amendment and the Declaration shall be binding upon and inure to the benefit of the Declarant and each Owner and their successors and assigns.

7. **Conflicts.** To the extent there are any conflicts or discrepancies between this Amendment and the Declaration, the terms of this Amendment shall govern and be binding upon the parties.

8. **Ratification of Declaration.** Except as modified by this Amendment, the Declaration and all of the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed.

(signatures on following page)

IN WITNESS WHEREOF, this Amendment to the Declaration has been executed by Declarant effective as of the day and year first written above.

WITNESS:

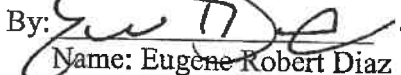
DECLARANT:

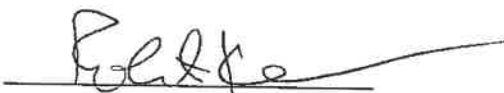
PB NUTCLIF MASTER, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its Manager

By: 
Name: Eugene Robert Diaz
Title: Manager and Member


ROBERT A. KLAUSNER

The undersigned, PB Nutclif Med, LLC, as the Owner of the MEF Parcel, joins in the execution of this Amendment to the Declaration in order to subject the MEF Parcel, and all present and future owners and tenants of the MEF Parcel to all of the terms, covenants and conditions of this Amendment to the Declaration.


WITNESS:

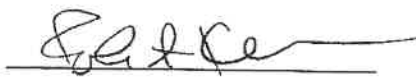
PB NUTCLIF MED, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its Manager

By: 
Name: Eugene Robert Diaz
Title: Manager and Member


ROBERT A. KLAUSNER

STATE OF NEW JERSEY

COUNTY OF *Middlesex*

I HEREBY CERTIFY, that on this 28th day of September, 2016, before me, a Notary Public of the State aforesaid, personally appeared **Eugene Robert Diaz**, who acknowledged himself to be the Manager and Member of **PRISM NUTCLIF MANAGER, LLC**, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of PB Nutclif Master, LLC, and that he as such Manager and Member executed the foregoing Instrument for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn J. Jones

NOTARY PUBLIC

CAROLYN J. JONES
Notary Public, State of New Jersey
No. 2443005
My Commission Expires: 2/12/2019

STATE OF NEW JERSEY

COUNTY OF *Middlesex*

I HEREBY CERTIFY, that on this 28th day of September, 2016, before me, a Notary Public of the State aforesaid, personally appeared **Eugene Robert Diaz**, who acknowledged himself to be the Manager and Member of **PRISM NUTCLIF MANAGER, LLC**, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of PB Nutclif Med, LLC, and that he as such Manager and Member executed the foregoing Instrument for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn J. Jones

NOTARY PUBLIC

CAROLYN J. JONES
Notary Public, State of New Jersey
No. 2443005
My Commission Expires: 2/12/2019

END OF DOCUMENT

3



00L1YE

MARK-OFF



Passaic County Document Summary Sheet



County Clerk, Registry Division
 401 Grand Street
 Room 113
 Paterson, NJ 07505

Return Name and Address
 FOX ROTHSCHILD LLP
 49 MARKET STREET
 MORRISTOWN, NJ 07960
 ATTENTION: ROBERT A. KLAUSNER, ESQ.

Official Use Only

WALTER J. DAVISON
 CLERK
 PASSAIC COUNTY
 New Jersey

INSTRUMENT NUMBER
 2018030089

RECORDED ON
 Jul 10, 2018
 11:16:22 AM
 BOOK: 03349
 PAGE: 44
 Total Pages: 14

Submitting Company	FOX ROTHSCHILD LLP
Document Type	DEED
Document Date (mm/dd/yyyy)	06/01/2018
No. of Pages of the Original Signed Document (Including the cover sheet)	14
Consideration Amount (If applicable)	

Official Use Only

ACCOUNT PRESERVATION \$75.00
 RECORDING FEES - \$95.00
 RECORDER OF DEEDS
 HOMELESSNESS TRUST FUND \$3.00
 TOTAL PAID \$173.00

IMV: 127524 USED BY
 (Grantor or Mortgagor or Assignor)
 (Enter up to five names)

Name(s) <small>(Last Name First Name Middle Initial Suffix) (or Company Name as written)</small>	Address (Optional)
First Party PB NUTCLIF MASTER, LLC PB NUTCLIF MED, LLC	
Second Party <small>(Grantee or Mortgagee or Assignee) (Enter up to five names)</small>	
PACIFIC WESTERN BANK WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION	

Parcel Information <small>(Enter up to three entries)</small>	Municipality	Block	Lot	Qualifier	Property Address
Reference Information <small>(Enter up to three entries)</small>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date
				2016063871 2016063873	

*DO NOT REMOVE THIS PAGE.

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF PASSAIC COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE

Record and Return To:
Fox Rothschild LLP
49 Market Street
Morristown, New Jersey 07960
Attn: Robert A. Klausner, Esq.

**SECOND AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS SECOND AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS** (this "*Amendment*") is made as of the
1st day of June, 2018, with an effective date of April 4, 2018 (the "*Effective Date*"), by PB
Nutclif Master, LLC, a Delaware limited liability company ("*Declarant*").

WITNESSETH:

WHEREAS, Declarant executed a Declaration of Reciprocal Easements, Covenants,
Conditions and Restrictions dated as of July 13, 2016, effective as of September 29, 2016, and
recorded in the Passaic County Clerk's Office in Deed Book D2963, Page 1 and the Essex
County Register's Office as Instrument Number 2016084366 (the "*Original Declaration*"),
which Original Declaration was amended by Declarant pursuant to that certain First Amendment
to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of
September 29, 2016, and recorded in the Passaic County Clerk's Office in Deed Book D2964,
Page 1 and the Essex County Register's Office as Instrument Number 2016084370 (together
with the Original Declaration, collectively the "*Declaration*"); and

WHEREAS, capitalized terms used herein without definition shall have the meanings
ascribed thereto in the Declaration; and

WHEREAS, the Declaration created certain easements and imposed certain covenants,
conditions and restrictions encumbering the Non-MEF Portion of the Campus and the MEF
Parcel, as defined in the Declaration and more particularly described on Exhibit A of the
Declaration (with respect to the Non-MEF Portion of the Campus) and Exhibit B of the
Declaration (with respect to the MEF Parcel); and

WHEREAS, Declarant's affiliate, PB Nutclif Med, LLC, a Delaware limited liability
company ("*PB Med*"), is the owner of the MEF Parcel, and PB Med joined in the execution of
the Declaration as the owner of the MEF Parcel in order to subject the MEF Parcel and all
present and future owners and tenants of the MEF Parcel to all of the terms, covenants and
conditions of the Declaration; and

WHEREAS, Quest Diagnostics Incorporated (“*Quest*”) is the contract purchaser under that certain Agreement of Sale dated as of February 23, 2018 by and between Quest and Declarant (as may be amended from time to time, the “*Sale Agreement*”) for a portion of the Non-MEF Portion of the Campus, comprised of certain unimproved lands lying in the City of Clifton, County of Passaic, State of New Jersey, designated as Block 79.04, Lots 10 and 21 on the Passaic County Tax Map (collectively, the “*Quest Parcel*”); and

WHEREAS, upon Quest’s acquisition of the Quest Parcel, Quest shall be effectively deemed an Owner (as such term is defined in the Declaration) and the Quest Parcel shall be subject to all of the terms, covenants and conditions of the Declaration; and

WHEREAS, Quest advised Declarant that Quest intends to use the Quest Parcel for the purpose of conducting the activities set forth in *Exhibit A* attached hereto (collectively, the “*Permitted Quest Uses*”); and

WHEREAS, by acknowledgement of that certain letter from Waters, McPherson, McNeill, P.C., as counsel for Quest, dated March 1, 2018, and acknowledged by Seton Hall University and Kingsland on March 13, 2018 (the “*ERDs Approval Letter*”), Seton Hall University and Kingsland confirmed that the Permitted Quest Uses do not violate the “Specific Prohibited Uses” stated in *Exhibit L* to the Declaration, including, without limitation, ERDs; and

WHEREAS, Declarant desires (i) to supplement and amend certain provisions of the Declaration as more particularly set forth in this Amendment, (ii) to clarify certain aspects of the restrictive covenants set forth in Section 15 of the Declaration, as more particularly described in the “Specific Prohibited Uses” set forth in *Exhibit L* to the Declaration, and in accordance with the ERDs Approval Letter, as applied to Quest’s intended use of the Quest Parcel, (iii) to modify the designations and configuration of certain roadways located within the Quest Parcel; (iv) to clarify that all Lots shall have access to the Public Roadways (as such term is defined in this Amendment) via one (1) or more Major Common Roads and to further clarify the rights and obligations of Declarant or the Association, as the case may be, during the performance of Common Road Work, including the Route 3 Road Work (as such terms are defined in this Amendment); and (v) to modify certain provisions regarding the calculation of each Owner’s share of Annual Assessments; and

WHEREAS, pursuant to Section 16(e) of the Declaration, Declarant has the full right, power and authority to execute this Amendment.

NOW, THEREFORE, for and in consideration of the covenants, easements, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Declarant does hereby supplement and amend the Declaration as follows:

1. Use of Quest Parcel.

(a) Objections to Permitted Quest Uses. Except as otherwise provided in this Section 1, Declarant, PB Med and their respective successors and assigns shall not: (i) claim that the Permitted Quest Uses violates the restrictions set forth in the “Specific Prohibited Uses” stated in *Exhibit L* to the Declaration, including, without limitation, the ERDs, or (ii) object to

any activities conducted on the Quest Parcel to the extent such activities are consistent with the Permitted Quest Uses. Notwithstanding anything to the contrary contained in this Amendment, in the event that (A) Kingsland (whether in its own name or on behalf of PB Med pursuant to Section 2.6(d) of the MEF Lease); (B) any other tenant, subtenant, licensee or occupant (whether in its own name or on behalf of the relevant landlord or licensor under its respective lease or license agreement); or (C) Declarant, PB Med and their respective successors and assigns, at the request of Kingsland or any other tenant, subtenant, licensee or occupant pursuant to the terms of the applicable lease or license agreement, commences or prosecutes any action or other proceeding seeking damages or injunctive relief with respect to the Permitted Quest Uses, including a declaratory judgment seeking an interpretation of the "Specific Prohibited Uses" set forth in Exhibit L to the Declaration (a "*Tenant Claim*"), Declarant, PB Med and their respective successors and assigns shall have no responsibility, and shall not be liable to Quest, its Affiliates or its Permitted Users (collectively, "*Quest Users*"), and their respective successors and assigns, for any direct or indirect injury to, or interference with, such Quest User's business or property to the extent such injury arises from such Tenant Claim.

(b) Prohibited Quest Uses. Notwithstanding anything to the contrary set forth in the Declaration, this Amendment or the ERDs Approval Letter, Quest Users will not operate any abortion clinic or medical service type facility that includes the provision of abortion, sterilization or euthanasia services, at any location within the Campus.

(c) Future Changes to Permitted Quest Uses. For the avoidance of doubt, in the event that any or all Quest Users modify their respective business operations as a result of technological advancement, government regulation, insurance industry requirements, corporate acquisitions, corporate policies and the like, any future use on the Quest Parcel which is not within the activities constituting the Permitted Quest Uses, or any changes in a Quest User's business operations that deviate from the Permitted Quest Uses (each, a "*Future Quest Use*"), shall be subject to the restrictions set forth in the Specific Prohibited Uses, including without limitation, the ERDs. Notwithstanding anything to the contrary contained in Section 1(a) of this Amendment, nothing herein shall prohibit Declarant, PB Med and their respective successors and assigns from claiming that a Future Quest Use violates the Specific Prohibited Uses or from objecting to a Quest User engaging in a Future Quest Use that violates the Specific Prohibited Uses.

(d) Restrictions Applicable on Quest Parcel. Whether applied to the Permitted Quest Uses or any Future Quest Use, any restrictions set forth in the Specific Prohibited Uses, including, without limitation, the ERDs, as modified by this Second Amendment, shall, with respect to the activities of Quest, apply only to activities conducted on the Quest Parcel, or any other Lot within the Campus that may be occupied by Quest from time to time, and shall not apply to activities that may be conducted by Quest Users at off-site locations. Nothing herein shall be deemed to limit the applicability of the Specific Prohibited Uses as they relate to Lots within the Campus that are not occupied by Quest.

2. Internal Roads on Quest Parcel. Notwithstanding anything to the contrary contained in the Declaration, or shown on the exhibits thereto, all drives, roads and all pedestrian sidewalks located solely within Block 79.04, Lots 10 and 21 (including portions of the road commonly and/or formerly referred to as a portion of Isabella Street, and the "Private Road"

shown on the drawing attached hereto as *Exhibit B*) shall be designated as Internal Roads and, except as may be otherwise provided by easement, license, or other instrument of record, shall be solely for the use of Quest Users, its successors and assigns, and their respective Designated Occupants.

(a) Internal Roads Definition. Section 1(z) of the Declaration is hereby deleted in its entirety and replaced with the following:

“(z) **“Internal Roads”** shall have the meaning set forth in Section 4(d) of this Declaration. For the avoidance of doubt, notwithstanding anything to the contrary contained in this Declaration, the Internal Roads shall include the portion of Isabella Street and the 30’ wide private driveway each located solely within Block 79.04, Lots 10 and 21.”

(b) Major Common Road Definition. Section 1(ff) of the Declaration is hereby amended and modified to add the following language at the end of the Section:

“Notwithstanding anything to the contrary contained in the immediately preceding sentence, the portion of Isabella Street located solely within Block 79.04, Lots 10 and 21 shall not be considered a Major Common Road for purposes of this Declaration.”

(c) Internal Roads Within Quest Parcel. Section 4(d) of the Declaration is hereby amended and modified to add the following language at the end of the Section:

“Notwithstanding anything to the contrary contained in this Declaration, the Internal Roads located within Block 79.04, Lots 10 and 21 shall be solely for the use of the Owner or Owners of such Lots and their respective Designated Occupants.”

3. Common Road Work. Subject to the terms and conditions of this Section 3, at all times, each Owner, Designated Occupant and Permitted User of any Lot shall have vehicular and pedestrian access to and from both Kingsland Street and State Highway Route 3 (collectively, the **“Public Roadways”**) via one (1) or more Major Common Roads. Notwithstanding anything to the contrary contained in this Amendment or the Declaration, including, but not limited to, Section 3(e)(i), Section 3(e)(vi) and Section 4(a)(ii) of the Declaration, Declarant (or following the Association Transfer Date, the Association) shall have the right to temporarily restrict vehicular and pedestrian access to and from one (1) of the two (2) Public Roadways for the purposes of constructing, reconstructing, maintaining, repairing, inspecting, altering or relocating any of the Common Roads (**“Common Road Work”**), provided, however, that during the initial construction of the Major Common Road intended to provide principal access to and from State Highway Route 3, including the initial construction of the main access point to and from State Highway Route 3, each as shown on the Campus Master Redevelopment Plan, as same may be amended from time to time (the **“Route 3 Road Work”**), Declarant or the Association, as the case may be, shall use commercially reasonable efforts to maintain at least one (1) of the four (4)

access points to State Highway Route 3 existing as of the date hereof (each, a "*Route 3 Access Point*"). For the avoidance of doubt, following the completion of the Route 3 Road Work, in no event shall Declarant or the Association, as the case may be, have any obligation to concurrently maintain more than one (1) Route 3 Access Point or incur any liability based upon any claim alleging that Declarant or the Association, as the case may be, failed to concurrently maintain more than one (1) Route 3 Access Point.

4. Annual Assessments; Costs. Section 16(a) of the Declaration is hereby amended and modified as follows:

(a) The third (3rd) sentence thereof is hereby deleted in its entirety and replaced with the following sentence in lieu thereof:

"Except as may be otherwise expressly provided elsewhere in this Declaration, each Owner shall pay to Declarant such Owner's share of the Annual Assessment in an amount as follows: (i) all Common Facilities Costs (which shall include, for purposes of this Section 16, the costs to maintain, repair, and replace the MEF Courtyard), multiplied by (ii) a fraction, the numerator of which is the number of parking stalls on the Lot in question, and any other parking reserved or provided to an Owner that is located elsewhere in the Campus other than on such Owner's Lot, and the denominator of which is the total parking in all portions of the Campus (including the Lot in question, the MEF Parcel, and any Common Parking Areas) that received an Initial C.O. during or prior to the calendar year in question, which denominator shall in no event be less than Six Thousand (6,000)."

(b) The fourth (4th) sentence thereof is hereby deleted in its entirety.

5. Binding Effect. This Amendment and the Declaration shall be binding upon and inure to the benefit of Declarant and each Owner and all tenants, subtenants, occupants, licensees, invitees, servants, agents, contractors and employees of such Owner, as well as any such Owner's respective successors, assigns and mortgagees, to the extent herein permitted.

6. Conflicts. To the extent there are any conflicts or discrepancies between this Amendment and the Declaration, the terms of this Amendment shall govern and be binding upon the parties.

7. Ratification of Declaration. Except as modified by this Amendment, the Declaration and all of the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed.

8. Reservation of Rights. For the avoidance of doubt, in the event that Quest does not acquire the Quest Parcel as a result of the termination of the Sale Agreement by either Quest or Declarant in accordance with the terms, conditions, and provisions contained in the Sale Agreement, and such termination of the Sale Agreement is not (or, as a result of the passage of

time, is no longer) subject to rights of nullification or revival by either Quest or Declarant, Declarant shall have the full right, power, and authority to amend the Declaration to delete Sections 1 and 2 of this Amendment (and accordingly remove Exhibits A and B annexed to this Amendment), without the requirement of any consent or approval from Quest or any other party.

9. Subordination.

(a) Reference is made to (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by PB Nutclif Master, LLC, as mortgagor, in favor of Pacific Western Bank, as agent for the Lenders (as defined therein) ("**PWB**"), dated as of March 28, 2017 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029523 and recorded with the Passaic County Clerk as Instrument 2017016448 (the "**PWB Mortgage**"), (ii) that certain Assignment of Leases and Rents made by PB Nutclif Master, LLC, as assignor, in favor of PWB, as assignee, dated as of March 28, 2017 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029525 and recorded with the Passaic County Clerk as Instrument 2017016450 (the "**PWB Assignment**"), and (iii) that certain UCC-1 Fixture Filing Statement recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029527 and recorded with the Passaic County Clerk as Instrument 2017016451 (the "**PWB UCC**", and together with the PWB Mortgage and PWB Assignment, the "**PWB Security Instruments**").

(b) Reference is also made to (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement made by PB Nutclif Med, LLC, as mortgagor, in favor of Wells Fargo Trust Company, National Association (formerly known as Wells Fargo Bank Northwest, National Association), as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), as beneficiary ("**WFB**"), dated as of September 29, 2016 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084406 and with the Passaic County Clerk as Book M14283, Page 55 (the "**WFB Mortgage**"), (ii) that certain Assignment of Leases and Rents made by PB Nutclif Med, LLC, as assignor, in favor of WFB, as assignee, dated as of September 29, 2016 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084408 and with the Passaic County Clerk as Book M14283, Page 147 (the "**WFB Assignment**"), and (iii) that certain UCC-1 Fixture Filing Statement recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084412 and with the Passaic County Clerk as File 96589 (the "**WFB UCC**", and together with the WFB Mortgage and WFB Assignment, the "**WFB Security Instruments**").

(c) For purposes of this Amendment and any further amendments to the Declaration, (i) the definitions above are deemed incorporated into the Declaration, and (ii) PWB Security Instruments and the WFB Security Instruments, as same may be amended or modified from time to time, are referenced collectively and generally as the "**Security Instruments**".

(d) Each of PWB and WFB, by their execution and delivery of this Amendment, agree that their respective Security Instruments are hereby expressly made junior, subordinate and subject to this Amendment; provided, however, that nothing contained in this Amendment is intended to or shall impair the obligations of (i) PB Nutclif Master, LLC, as to the PWB Security Instruments, and (ii) PB Nutclif Med, LLC, as to the WFB Security Instruments;

which obligations are absolute and unconditional in accordance with the terms, provisions, and conditions of the applicable Security Instruments.

(signatures on following page)

IN WITNESS WHEREOF, this Amendment to the Declaration has been executed by Declarant effective as of the Effective Date.

WITNESS:


DECLARANT:


PB NUTCLIF MASTER, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its Manager


Name: Edwin H. Cohen
Title: Principal

By: 
Name: Eugene Robert Diaz
Title: Manager and Member

STATE OF NEW JERSEY

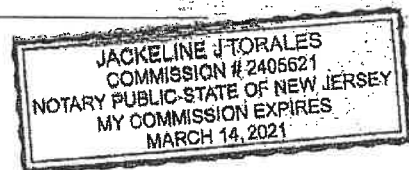
COUNTY OF: Essex

I HEREBY CERTIFY, that on this 31 day of May, 2018 before me, a Notary Public of the State aforesaid, personally appeared **Eugene Robert Diaz**, who acknowledged himself to be the Manager and Member of **PRISM NUTCLIF MANAGER, LLC**, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of PB Nutclif Master, LLC, and that he as such Manager and Member executed the foregoing Instrument for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

[signatures continue on next page]



The undersigned, **PB Nutclif Med, LLC**, as the Owner of the MEF Parcel, joins in the execution of this Amendment to the Declaration in order to subject the MEF Parcel, and all present and future owners of the MEF Parcel to all of the terms, covenants and conditions of this Amendment to the Declaration.

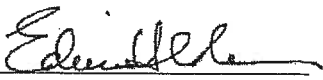
WITNESS:

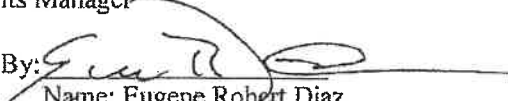
PB NUTCLIF MED, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its Manager


Name: Edwin H. Cohen
Title: Principal

By: 
Name: Eugene Robert Diaz
Title: Manager and Member

STATE OF NEW JERSEY

COUNTY OF : Essex

I HEREBY CERTIFY, that on this 31 day of May, 2018 before me, a Notary Public of the State aforesaid, personally appeared **Eugene Robert Diaz**, who acknowledged himself to be the Manager and Member of **PRISM NUTCLIF MANAGER, LLC**, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of PB Nutclif Med, LLC, and that he as such Manager and Member executed the foregoing Instrument for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC



[signatures continue on next page]

The undersigned, Pacific Western Bank, joins in the execution of this Amendment to the Declaration in order to subordinate the PWB Security Instruments, and all present and future holders of the PWB Security Instruments, to this Amendment to the Declaration.

PACIFIC WESTERN BANK,
a California state-chartered bank

By: *Elias Bouzakis*
Name: ELIAS BOUZAKIS
Title: SVP, PORTFOLIO MANAGER

STATE OF Connecticut
SS
COUNTY OF Hartford

I HEREBY CERTIFY, that on this 13th day of June, 2018, before me, a Notary Public of the State aforesaid, personally appeared Elias Bouzakis, who acknowledged her/himself to be the SVP, Port. Mgr. of PACIFIC WESTERN BANK, a California state-chartered bank, and that s/he as such SVP, Port. Mgr. executed the foregoing Instrument for the purposes therein contained, by signing her/his name as SVP, Port. Mgr. and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nicole Albano
NOTARY PUBLIC

[signatures continue on next page]



The undersigned, Wells Fargo Trust Company, National Association (formerly known as Wells Fargo Bank Northwest, National Association), as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), joins in the execution of this Amendment to the Declaration in order to subordinate the WFB Security Instruments, and all present and future holders of the WFB Security Instruments, to this Amendment to the Declaration.

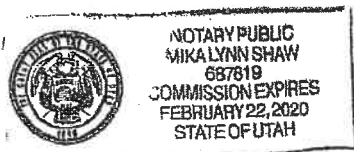
**WELLS FARGO TRUST COMPANY,
NATIONAL ASSOCIATION**, as Trustee
for the registered certificate holders, from
time to time, of the CTL Pass-Through
Trust, Series 2016 (HUMC/SHU)

By: 
Name: J. Brent Allen
Title: Vice President

STATE OF Utah
COUNTY OF Salt Lake SS

I HEREBY CERTIFY, that on this 01 day of May, 2010, before me, a Notary Public of the State aforesaid, personally appeared J. Brent Allen who acknowledged her/himself to be the Vice President of **WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION**, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), and that she as such Vice President executed the foregoing Instrument for the purposes therein contained, by signing her/his name as J. Brent Allen and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




NOTARY PUBLIC

[SIGNATURES END]

EXHIBIT A

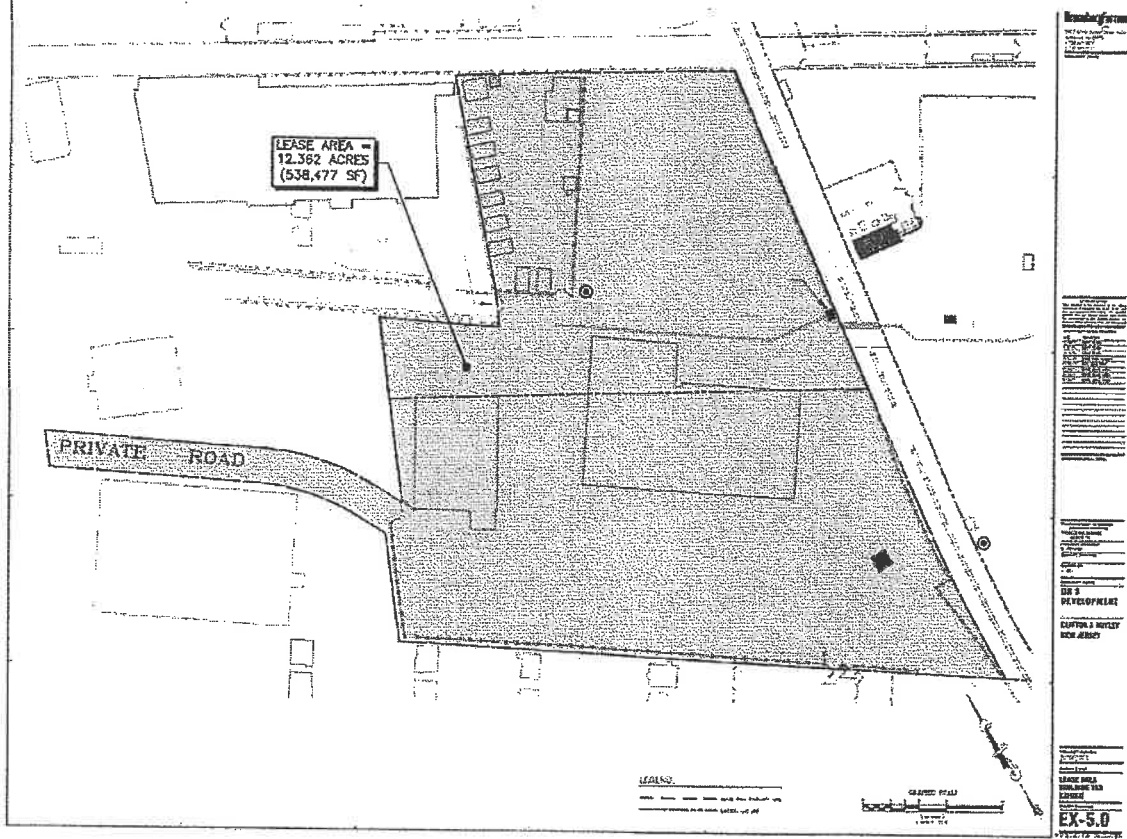
Permitted Quest Uses

The "*Permitted Quest Uses*" shall consist of any Quest User engaging in the following activities:

1. The development and delivery of diagnostic information services to patients, clinicians, hospital systems, independent delivery networks, accountable care organizations and other healthcare providers.
2. The provision of a full range of diagnostics information services, including clinical lab testing and anatomic pathology services that test for predisposition, screening, monitoring, diagnosis, prognosis and treatment choices of diseases and other medical conditions.
3. The offering to healthcare providers of healthcare information technology solutions, and information assets, as well as services to support population health initiatives, and the offering of risk assessment services to insurance companies.
4. The offering of one of the largest medical and scientific staffs in the industry to provide consultation in connection with diagnostic information services.
5. The provision of clinical laboratory testing for clinical trials and offering testing services in connection with research projects.
6. The administration of educational and/or training programs for the benefit of Quest's employees, business partners and invitees, e.g., by way of example and not limitation, the training of laboratory technicians, and seminars or professional education programs providing general instruction, certification or professional credits to the employees of Quest, its business partners, and invitees.

EXHIBIT B

Isabella Street and Private Drive



POOR DOCUMENT PRESENTED

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153



MARK-OFF

Passaic County Document Summary Sheet

County Clerk, Registry Division 401 Grand Street Room 113 Paterson, NJ 07505	Return Name and Address FOX ROTHSCHILD LLP 49 MARKET STREET MORRISTOWN, NJ 07960 ATTENTION: ROBERT A. KLAUSNER, ESQ.
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Official Use Only

Submitting Company	FOX ROTHSCHILD LLP
Document Type	DEED
Document Date (mm/dd/yyyy)	06/01/2018
No. of Pages of the Original Signed Document (Including the cover sheet)	12
Consideration Amount (If applicable)	

WALTER J. DAIVSON
 CLERK
 PASSAIC COUNTY
 New Jersey

INSTRUMENT NUMBER
 2018038416

RECORDED ON
 Aug 23, 2018
 11:09:36 AM
 BOOK=D3385
 PAGE=210
 Total Pages: 12

PRESERVATION ACCOUNT \$65.00
 RECORDING FEE \$5.00
 RECORDER OF DEEDS (Grantor or Mortgagor or Assignor) \$3.00
 HOMELESSNESS TRUST FUND (Enter up to five names)
 TOTAL PAID \$153.00

INV: 1282552 USER: SF
Second Party
 (Grantee or Mortgagee or Assignee)
 (Enter up to five names)

Name(s) <small>(Last Name First Name Middle Initial Suffix) (or Company Name as written)</small>	Address (Optional)
PB NUTCLIF MASTER, LLC PB NUTCLIF MED, LLC	
PACIFIC WESTERN BANK WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION	

Parcel Information <small>(Enter up to three entries)</small>	Municipality	Block	Lot	Qualifier	Property Address

Reference Information <small>(Enter up to three entries)</small>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date
	DEED	2963	1	2016063871	
	DEED	2964	1	2016063873	
	DEED	3349	44	2018030089	

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

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RECORD & RETURN TO:

Fox Rothschild LLP
49 Market Street
Morristown, New Jersey 07960
Attention : Robert A. Klausner, Esq.

**THIRD AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS THIRD AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "*Amendment*") is made as of the 1st day of June, 2018 (the "*Effective Date*"), by **PB NUTCLIF MASTER, LLC**, a Delaware limited liability company ("*Declarant*").

WITNESSETH:

WHEREAS, Declarant executed a Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of July 13, 2016, to be effective as of September 29, 2016, and recorded in the Passaic County Clerk's Office as Deed Book D2963, Page 1 and the Essex County Register's Office as Instrument Number 2016084366 (the "*Original Declaration*"), which Original Declaration was amended by Declarant pursuant to (i) that certain First Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of September 29, 2016, and recorded in the Passaic County Clerk's Office as D2964, Page 1 and the Essex County Register's Office as Instrument Number 2016084370 (the "*First Amendment*"), and (ii) that certain Second Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of June 1, 2018 and recorded in the Passaic County Clerk's Office as D3349, Page 44 and the Essex County Register's Office as Instrument Number 2018060048 (the "*Second Amendment*" and together with the Original Declaration and the First Amendment, collectively the "*Declaration*"); and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed thereto in the Original Declaration; and

WHEREAS, the Declaration created certain easements and imposed certain covenants, conditions and restrictions encumbering the Non-MEF Portion of the Campus and the MEF Parcel, as both terms are defined in the Declaration; and

WHEREAS, Declarant's affiliate, PB Nutclif Med, LLC, a Delaware limited liability company ("**PB Med**"), is the owner of the MEF Parcel, and PB Med joined in the execution of the Declaration as the owner of the MEF Parcel in order to subject the MEF Parcel and all present and future owners and tenants of the MEF Parcel to all of the terms, covenants and conditions of the Declaration; and

WHEREAS, on even date herewith, Declarant, as landlord, and Ralph Lauren Corporation ("**Ralph Lauren**"), as tenant, have entered into a lease (the "**Ralph Lauren Lease**") for a term of approximately fifteen (15) years and for approximately two hundred fifty-five thousand eighteen (255,018) rentable square feet of existing office space in that certain building having an address of 100 Metro Boulevard, Nutley, New Jersey and designated as Building #100 (the "**RL Premises**"); and

WHEREAS, as a result of Ralph Lauren's status as a tenant of Declarant on the Non-MEF Portion of the Campus, Ralph Lauren is deemed subject to all of the terms, covenants and conditions of the Declaration; and

WHEREAS, Declarant acknowledges and agrees that maintaining the integrity of Ralph Lauren's brand is an essential business objective of Ralph Lauren and that naming the Campus or the street on which the RL Premises are located and identified by reference to any Business Entity (as defined below) risks material harm to Ralph Lauren and damage to Ralph Lauren's brand by reason of, among other things, confusion in the marketplace or association with an undesirable or competitive business, brand or product, and

WHEREAS, Declarant desires to supplement and amend certain provisions of the Declaration to: (a) at the request of Ralph Lauren, impose certain identification and naming restrictions on the Campus as more particularly set forth in this Amendment; and (b) remove that certain real property designated as Block 2000, Lots 4 and 5, and Block 2101, Lot 1 on the official tax maps of the Township of Nutley, Essex County, New Jersey from the description of the Non-MEF Portion of the Campus; and

WHEREAS, pursuant to Section 16(e) of the Declaration, Declarant has the full right, power and authority to execute this Amendment.

NOW, THEREFORE, for and in consideration of the covenants, easements, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Declarant does hereby amend the Declaration as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated in the body of this Amendment as if set forth at length herein.

2. Identification Restrictions.

(a) Notwithstanding anything to the contrary contained in the Declaration, none of Declarant, the Association or any of their respective successors or assigns succeeding to their respective rights and obligations under the Declaration, shall: (i) permanently or temporarily identify the Campus or the roadways generally shown and designated as "Metro Boulevard" on *Exhibit A* attached hereto ("**Metro Boulevard**") by reference to any Business

Entity, marketing campaign, commercial brand or single line of business; or (ii) permanently or temporarily grant to any third party the right to name the Campus or Metro Boulevard; or (iii) permanently or temporarily grant to any third party exclusive advertising or marketing rights with respect to the Campus or Metro Boulevard (collectively, the "**Identification Restrictions**"). The term "**Business Entity**" shall mean any legal business entity, unincorporated association or individual engaged in any commercial activity, including, without limitation, the design and sale at retail of apparel, fashion, home goods, shoes and accessories, sunglasses, furniture, home furnishings, housewares, bed linen or otherwise. Notwithstanding anything to the contrary contained in this Section 2(a), for the avoidance of doubt, in no event shall Declarant or the Association, as the case may be, be deemed to have violated clause (i) above if a Business Entity utilizes either the then-name of the Campus or the then-name of Metro Boulevard as its name, part of its name or in its address. The foregoing restrictive covenants set forth in this Section 2(a) shall be subject to Section 5 of this Amendment.

(b) The Identification Restrictions shall be in effect from and after the Effective Date and shall automatically terminate on the date of the expiration or earlier termination of the Ralph Lauren Lease (the "**Identification Restriction Period**"). Upon the expiration of the Identification Restriction Period, the Identification Restrictions shall be deemed void and of no further force and effect.

3. Remedies. In the event that Declarant or the Association violates the provisions of Section 2 of this Amendment (an "**Identification Violation**"), Ralph Lauren shall have the right to deliver written notice to Declarant or the Association, as the case may be, identifying such violation ("**Notice of Violation**") and requiring Declarant or the Association, as the case may be, to exercise all necessary and commercially reasonable legal and equitable remedies to cure or enjoin the activity that constitutes a breach of the Identification Restrictions. In the event Declarant or the Association, as the case may be, fails to cure the Identification Violation within thirty (30) days after receipt by Declarant or the Association, as the case may be, of the Notice of Violation (an "**Uncured Violation**"), and despite the reasonable diligence and good faith efforts of Declarant or the Association, as the case may be, Ralph Lauren shall have the right to commence legal action to enforce the Identification Restrictions and, in connection therewith, may elect to file suit at law or in equity or seek a court injunction to enforce the Identification Restrictions provided herein or damages (including reimbursement of Ralph Lauren's court costs, reasonable attorney's fees, and any other reasonable and customary expenses actually incurred by Ralph Lauren in connection with such action) against Declarant, the Association or any third party in violation of the Identification Restrictions. In furtherance of the foregoing, for valuable consideration, Declarant or the Association, as the case may be, presently and irrevocably authorizes and assigns to Ralph Lauren to file suit on behalf of and in the name of Declarant or the Association, as the case may be, and obtain an injunction against any violation of the Identification Restrictions; provided that Ralph Lauren shall not file any such suit during the thirty (30) day period following the receipt by Declarant or the Association, as the case may be, of a Notice of Violation.

4. Non-MEF Portion of the Campus. Exhibit A of the Declaration is hereby amended and modified by removing the legal description for that certain real property designated as Block 2000, Lots 4 and 5, and Block 2101, Lot 1 on the official tax maps of the Township of Nutley, Essex County, New Jersey, from the description of the Non-MEF Portion of the Campus.

For the avoidance of doubt, the Non-MEF Portion of the Campus shall solely consist of that certain real property designated as Block 79.04, Lots 10 and 21, and Block 80.02, Lots 1.01, 1.02, 4.04 and 4.05 on the official tax maps of the City of Clifton, Passaic County, New Jersey; and that certain real property designated as Block 102, Lots 2 and 9; Block 200, Lots 1, 2, 3, 4, 5, 6 and 24; Block 201, Lot 1; Block 300, Lots 1 and 20; and Block 2000, Lot 1 on the official tax maps of the Township of Nutley, Essex County, New Jersey.

5. Subordination.

(a) Reference is made to (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by PB Nutclif Master, LLC, as mortgagor, in favor of Pacific Western Bank, as agent for the Lenders (as defined therein) ("**PWB**"), dated as of March 28, 2017 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029523 and recorded with the Passaic County Clerk as Instrument 2017016448 (the "**PWB Mortgage**"), (ii) that certain Assignment of Leases and Rents made by PB Nutclif Master, LLC, as assignor, in favor of PWB, as assignee, dated as of March 28, 2017 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029525 and recorded with the Passaic County Clerk as Instrument 2017016450 (the "**PWB Assignment**"), and (iii) that certain UCC-1 Fixture Filing Statement recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029527 and recorded with the Passaic County Clerk as Instrument 2017016451 (the "**PWB UCC**"), and together with the PWB Mortgage and PWB Assignment, the "**PWB Security Instruments**").

(b) Reference is also made to (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement made by PB Nutclif Med, LLC, as mortgagor, in favor of Wells Fargo Trust Company, National Association (formerly known as Wells Fargo Bank Northwest, National Association), as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), as beneficiary ("**WFB**"), dated as of September 29, 2016 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084406 and with the Passaic County Clerk as Book M14283, Page 55 (the "**WFB Mortgage**"), (ii) that certain Assignment of Leases and Rents made by PB Nutclif Med, LLC, as assignor, in favor of WFB, as assignee, dated as of September 29, 2016 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084408 and with the Passaic County Clerk as Book M14283, Page 147 (the "**WFB Assignment**"), and (iii) that certain UCC-1 Fixture Filing Statement recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084412 and with the Passaic County Clerk as File 96589 (the "**WFB UCC**"), and together with the WFB Mortgage and WFB Assignment, the "**WFB Security Instruments**").

(c) For purposes of this Amendment and any further amendments to the Declaration, (i) the definitions above are deemed incorporated into the Declaration, and (ii) PWB Security Instruments and the WFB Security Instruments, as same may be amended or modified from time to time, are referenced collectively and generally as the "**Security Instruments**".

(d) Each of PWB and WFB, by their execution and delivery of this Amendment, agree that their respective Security Instruments are hereby expressly made junior, subordinate and subject to this Amendment; provided, however, that nothing contained in this

Amendment is intended to or shall impair the obligations of (i) PB Nutclif Master, LLC, as to the PWB Security Instruments, and (ii) PB Nutclif Med, LLC, as to the WFB Security Instruments; which obligations are absolute and unconditional in accordance with the terms, provisions, and conditions of the applicable Security Instruments.

6. Binding Effect. This Amendment and the Declaration shall be binding upon and inure to the benefit of Declarant and each Owner and all tenants, subtenants, occupants, licensees, invitees, servants, agents, contractors and employees of such Owner, as well as any such Owner's respective successors, assigns and mortgagees, to the extent herein permitted.

7. Covenants Running With the Land. Subject to the limitations set forth in Section 2(b) hereof, the rights and obligations under this Amendment and the Declaration, including, without limitation, the Identification Restrictions, are intended for the benefit of the Land and Building (each as defined in the Ralph Lauren Lease), and shall run with the Land and inure to and pass with the conveyance of Land and Building and Campus and are intended to be binding on any and all successive Owners and those holding interests under Owners in the Campus.

8. Conflicts. To the extent there are any conflicts or discrepancies between this Amendment and the Declaration, the terms of this Amendment shall govern and be binding upon the parties.

9. Ratification of Declaration. Except as modified by this Amendment, the Declaration and all of the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed.

[Remainder of page left blank intentionally. Signature page follows.]

NOT CERTIFIED COPY

IN WITNESS WHEREOF, this Amendment to the Declaration has been executed by Declarant effective as of the day and year first written above.

WITNESS:

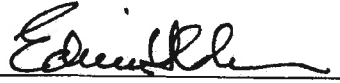
DECLARANT:


PB NUTCLIF MASTER, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its Manager


Name: Edwin H. Cohen
Title: Principal

By: 
Name: Eugene Robert Diaz
Title: Manager and Member

STATE OF NEW JERSEY

COUNTY OF : Essex

I HEREBY CERTIFY that on this 31 day of May, 2018, before me, a Notary Public of the State aforesaid, personally appeared **Eugene Robert Diaz**, who acknowledged himself to be the Manager and Member of **PRISM NUTCLIF MANAGER, LLC**, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of PB Nutclif Master, LLC, and that he as such Manager and Member executed the foregoing instrument for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

[Signatures continue on the following page.]

JACKELINE J TORALES
COMMISSION # 2405621
NOTARY PUBLIC-STATE OF NEW JERSEY
MY COMMISSION EXPIRES
MARCH 14, 2021

NOTARIZED COPY

The undersigned, PB Nutclif Med, LLC, as the Owner of the MEF Parcel, joins in the execution of this Amendment to the Declaration in order to subject the MEF Parcel, and all present and future owners and tenants of the MEF Parcel to all of the terms, covenants and conditions of this Amendment to the Declaration.

WITNESS:

PB NUTCLIF MED, LLC,
a Delaware limited liability company

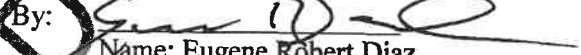
By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its Manager



Name: Edwin H. Cohen
Title: Principal



Name: Eugene Robert Diaz
Title: Manager and Member

STATE OF NEW JERSEY

COUNTY OF: Essex

I HEREBY CERTIFY, that on this 31 day of May, 2018, before me, a Notary Public of the State aforesaid, personally appeared **Eugene Robert Diaz**, who acknowledged himself to be the Manager and Member of **PRISM NUTCLIF MANAGER, LLC**, a Delaware limited liability company, which is the Manager of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of PB Nutclif Med, LLC, and that he as such Manager and Member executed the foregoing instrument for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

JACKELINE J TORALES
COMMISSION # 2405621
NOTARY PUBLIC-STATE OF NEW JERSEY
MY COMMISSION EXPIRES
MARCH 14, 2021

NOTARIZED COPY

The undersigned, Pacific Western Bank, joins in the execution of this Amendment to the Declaration in order to subordinate the PWB Security Instruments, and all present and future holders of the PWB Security Instruments, to this Amendment to the Declaration.

WITNESS:

PWB:

PACIFIC WESTERN BANK,
a California state-chartered bank

Nicole Albano
Name: Nicole Albano

By: Elias Bouzakis
Name: Elias Bouzakis
Title: Senior Vice President

Connecticut
STATE OF ~~MARYLAND~~
Hartford
COUNTY OF ~~MONTGOMERY~~

I HEREBY CERTIFY, that on this 25th day of May, 2018, before me, a Notary Public of the State aforesaid, personally appeared **Elias Bouzakis**, who acknowledged himself or herself to be the Senior Vice President of **PACIFIC WESTERN BANK**, a California state-chartered bank, and that he or she as such Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing his or her name as Senior Vice President and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nicole Albano
NOTARY PUBLIC



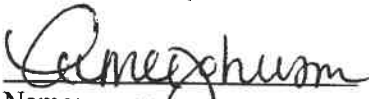
NOT CERTIFIED COPY

The undersigned, Wells Fargo Trust Company, National Association (formerly known as Wells Fargo Bank Northwest, National Association), as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), joins in the execution of this Amendment to the Declaration in order to subordinate the WFB Security Instruments, and all present and future holders of the WFB Security Instruments, to this Amendment to the Declaration.

WITNESS:

WFB:

WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee for the registered certificate holders,
from time to time, of the CTL Pass-Through Trust,
Series 2016 (HUMC/SHU)


Name: Aimee B. Johnson

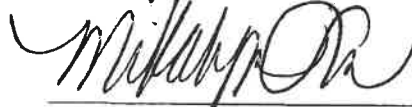
By: 
Name: J. Brent Allen
Title: Vice President

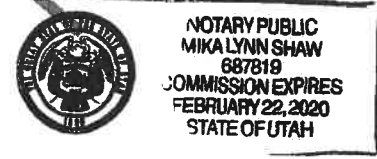
STATE OF Utah

COUNTY OF Salt Lake

I HEREBY CERTIFY, that on the 11 day of May, 2018, before me, a Notary Public of the State aforesaid, personally appeared J. Brent Allen, who acknowledged himself or herself to be the Vice President of **WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION**, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), and that he or she as such Vice President executed the foregoing instrument for the purposes therein contained, by signing his or her name as J. Brent Allen and that the facts set forth therein are true.

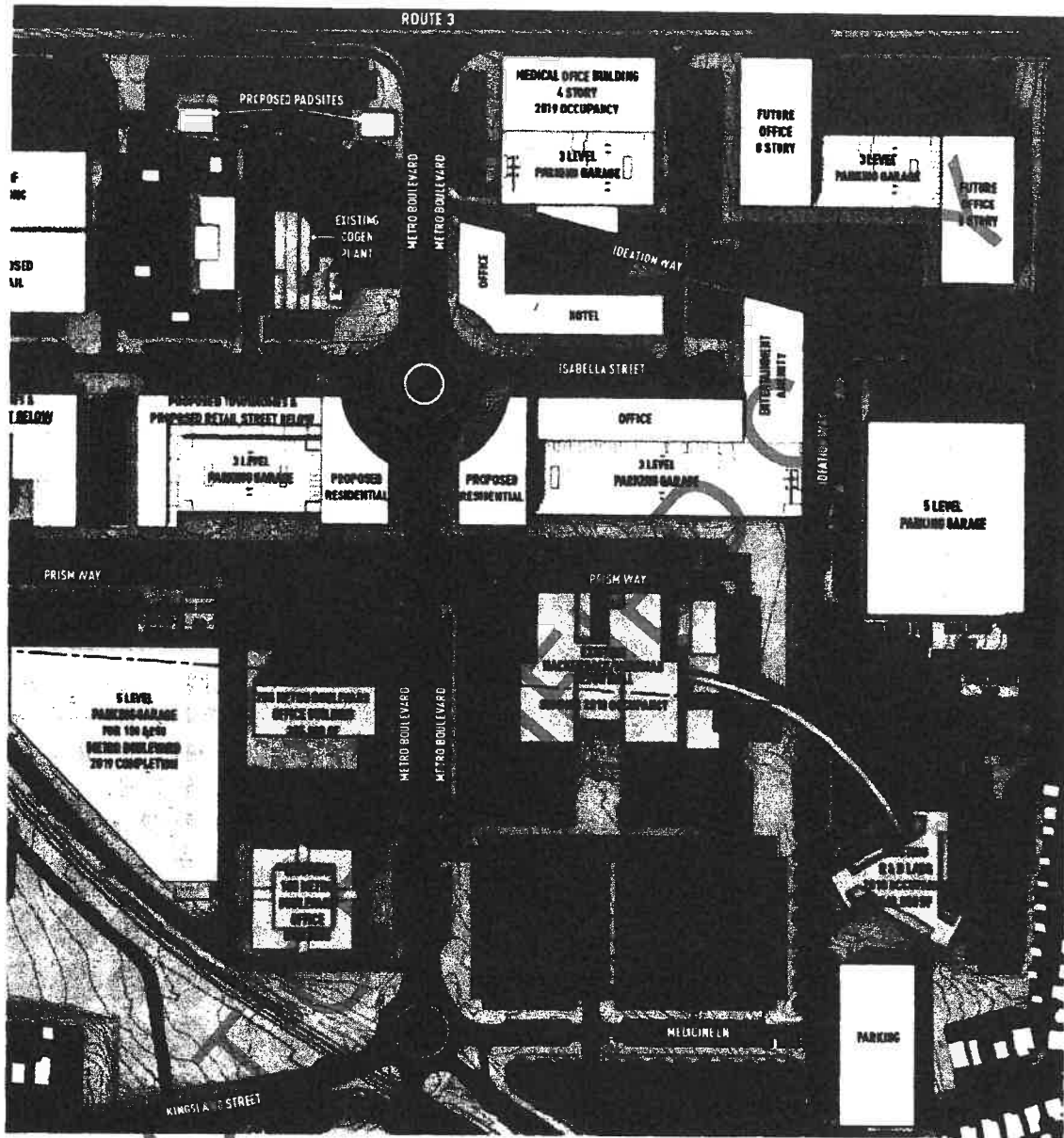
IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC



NOTARIZED COPY

Metro Boulevard



5



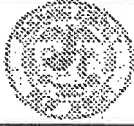
Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK GRAND STREET ROOM 113 PATERSON NJ 07501	Transaction Identification Number 4780749 4593733
	Return Address <i>(for recorded documents)</i> COMMONWEALTH LAND TITLE LYNDHURST - 464 VALLEY BROOK AVE #2 NJ 07071-1998 464 VALLEY BROOK AVE LYNDHURST NJ 07071

Official Use Only		Submission Date <i>(mm/dd/yyyy)</i> 11/18/2020
		No. of Pages <i>(excluding Summary Sheet)</i> 13
DANIELLE IRELAND-IMHOF CLERK PASSAIC COUNTY New Jersey INSTRUMENT NUMBER 2020060039 RECORDED ON Nov 20, 2020 8:56:28 AM BOOK:D3910 PAGE:31 Total Pages: 15 NJ PRESERVATION ACCOUNT \$70.00 RECORDING FEES - \$90.00 RECORDER OF DEEDS HOMELESSNESS TRUST FUND \$2.00 - CODE BLUE INITIATIVE HOMELESSNESS TRUST FUND \$3.00 TOTAL PAID \$165.00 INV: 1411870 USER: LH		Recording Fee <i>(excluding transfer tax)</i> \$165.00
		Realty Transfer Tax \$0.00
Total Amount \$165.00		
Document Type DEED-EASEMENT		
Electronic Recordation Level L2 - Level 2 (With Images)		
Municipal Codes CLIFTON CITY 02		
A3BC37		

Additional Information (Official Use Only)

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Passaic County Document Summary Sheet

DEED-EASEMENT	Type		DEED-EASEMENT			
	Consideration		\$1.00			
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date		10/30/2020			
	Reference Info					
	Book ID		Book	Beginning Page	Instrument No.	Recorded/File Date
			Name		Address	
			PB NUTCLIF MASTER LLC			
			Name		Address	
			PACIFIC WESTERN BANK WELLS FARGO TRUST COMPANY NATIONAL ASSOCIATION			
	Parcel Info					
Property Type		Tax Dist.	Block	Lot	Qualifier	
<p>* DO NOT REMOVE THIS PAGE. COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF PASSAIC COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.</p>						

DANIELLE IRELAND-IMHOFF
CLERK
PASSAIC COUNTY
New Jersey

INSTRUMENT NUMBER
2020060039
RECORDED ON
Nov 20, 2020
8:56:28 AM
BOOK: D3910 PAGE: 31
Total Pages: 15

NJ PRESERVATION ACCOUNT \$70.00
RECORDING FEES - \$90.00
RECORDER OF DEEDS
HOMELESSNESS TRUST FUND \$2.00
- CODE BUDE INITIATIVE
HOMELESSNESS TRUST FUND \$3.00
TOTAL PAID \$165.00
INV: 1411870 USER: LH

Record and Return to:

Fox Rothschild LLP
49 Market Street
Morristown, New Jersey 07960
Attn: Robert A. Klausner, Esq.

**FOURTH AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FOURTH AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "*Amendment*") is made as of the 30th day of October 2020 (the "*Fourth Amendment Effective Date*"), by PB Nutclif Master, LLC, a Delaware limited liability company ("*Declarant*").

WITNESSETH:

WHEREAS, Declarant executed a Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of July 13, 2016, to be effective as of September 29, 2016, and recorded in the Passaic County Clerk's Office as Deed Book D2963, Page 1 and the Essex County Register's Office as Instrument Number 2016084366 (the "*Original Declaration*"), which Original Declaration was amended by Declarant pursuant to (i) that certain First Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of September 29, 2016, and recorded in the Passaic County Clerk's Office as Deed Book D2964, Page 1 and the Essex County Register's Office as Instrument Number 2016084370 (the "*First Amendment*"), and (ii) that certain Second Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of June 1, 2018, and recorded in the Passaic County Clerk's Office as Deed Book D3349, Page 44 and the Essex County Register's Office as Instrument Number 2018060048 (the "*Second Amendment*"), and as further amended by that certain Third Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of June 1, 2018, and recorded in the Passaic County Clerk's Office as Deed Book D3385, Page 210 and the Essex County Register's Office as Instrument Number 2018070740 (the "*Third Amendment*"), and together with the Original Declaration, the First Amendment, and the Second Amendment, collectively, the "*Declaration*"; and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed thereto in the Declaration; and

WHEREAS, the Declaration created certain easements and imposed certain covenants, conditions and restrictions encumbering the Non-MEF Portion of the Campus and the MEF Parcel, as both terms are defined in the Declaration; and

WHEREAS, Declarant's affiliate, PB Nutclif Med, LLC, a Delaware limited liability company ("*PB Med*"), is the owner of the MEF Parcel, and PB Med joined in the execution of the Declaration as the owner of the MEF Parcel in order to subject the MEF Parcel and all present and future owners and tenants of the MEF Parcel to all of the terms, covenants and conditions of the Declaration; and

WHEREAS, on March 8, 2018, Declarant, as landlord, and Hackensack Meridian Health Realty Corporation ("*HMH Realty*"), as tenant, have entered into a lease for a term of approximately sixteen (16) years and for approximately sixty-eight thousand nine hundred eighty eight (68,988) rentable square feet of existing research, laboratory and ancillary and supportive office space in the building (the "*Research Building*") having an address of 111 Ideation Way, Nutley, New Jersey (formerly known as Building 102) on the Non-MEF Portion of the Campus (as amended, the "*Research Lease*"); and

WHEREAS, simultaneously with the execution of this Amendment, Declarant has entered into a lease with HMH Realty (the "*Medical Arts Lease*") for a term of approximately seventeen (17) years and nine (9) months and planned for approximately eighty thousand (80,000) rentable square feet of space in a building to be constructed by or on behalf of Declarant to provide space for outpatient medical practices and related and supportive diagnostic and therapeutic services (the "*Medical Arts Building*"), to be located on a portion of that certain real property designated as Block 80.02, Lot 4.05 on the tax maps of the City of Clifton, Passaic County, New Jersey (the "*Medical Arts Parcel*"; the premises demised pursuant to the Research Lease and the Medical Arts Lease, collectively, the "*HMH Leased Premises*" hereunder); and

WHEREAS, as a result of HMH Realty's status as a tenant of Declarant on the Non-MEF Portion of the Campus, HMH Realty is deemed subject to all of the terms, covenants and conditions of the Declaration; and

WHEREAS, HMH Realty will make the research and development space demised pursuant to the Research Lease available to researchers, faculty and students affiliated with the Seton Hall – Hackensack Meridian School of Medicine (the "*SOM*"), Hackensack Meridian Health Network (the "*Health Network*") and each of their respective related and affiliated institutions (HMH Realty, the SOM, the Health Network, Kingsland Street Urban Renewal, LLC, and all of the affiliated business entities and physician practices affiliated with the Health Network are referred to herein collectively as the "*HMH Group*"); and

WHEREAS, HMH Realty will make the medical office space demised pursuant to the Medical Arts Lease available to outpatient medical practices that offer treatment, therapeutic and diagnostic services and are affiliated with the Health Network; and

WHEREAS, the HMH Group intends to make significant financial and other commitments to the Campus by reason of the tenancies under the Research Lease and the Medical Arts Lease; and

WHEREAS, at the request of the HMH Group, Declarant desires to supplement and amend certain provisions of the Declaration as more particularly set forth in this Amendment, with respect to the HMH Group's intended use of the HMH Leased Premises; and

WHEREAS, pursuant to Section 16(e) of the Declaration, Declarant has the full right, power and authority to execute this Amendment.

NOW, THEREFORE, for and in consideration of the covenants, easements, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Declarant does hereby supplement and amend the Declaration as follows:

1. Exclusive Use by the HMH Group.

(a) Notwithstanding anything to the contrary contained in the Declaration, including without limitation Section 15 thereof, no Competitor of HMH Group (as defined below) shall be granted any right to use and/or occupy any land or building (whether now existing or constructed in the future) located on the Campus (whether such Competitor of HMH Group is an Owner, tenant, licensee or occupant of any such land or building) for the Research Exclusive Use during the Research Exclusivity Period or for the Clinical Exclusive Use during the Clinical Exclusivity Period (as such terms are defined below). The term "*Competitor of HMH Group*" shall mean (i) any hospital health system or non-hospital based clinically integrated physician's association providing clinical services now or in the future operating in the New York-New Jersey-Connecticut metropolitan area (including Long Island, New York), (ii) Atlantic Health, (iii) RWJ Barnabas Health, (iv) Englewood Hospital and Medical Center, (v) Holy Name Medical Center, (vi) St. Joseph Hospital, (vii) Valley Hospital, (viii) Summit Medical Group, and (ix) Riverside Medical Group. For avoidance of doubt, the institutions named in subclauses (ii) through (ix) above shall mean and include any and all subsidiaries or affiliates of such institutions and any of their respective successors and assigns. The term "*HMH Exclusive Uses*" shall mean (A) engaging in the conduct of medical and biological research primarily intended for applications in the treatment of human medical conditions (the "*Research Exclusive Use*") and (B) engaging in the conduct of any outpatient medical practice that offers treatment, therapeutic and diagnostic services to the general public, other than optometrists, ophthalmologists, opticians, chiropractors, holistic medicinal services and other forms of alternative medicinal practices, nutritionists, massage therapy, speech therapists, dental specialists that do not routinely perform services under general anesthesia, such as, general dentists, periodontists, orthodontists, prosthodontists, and endodontists (which do not control, are not controlled by, and are not under common control with any of the competitors set forth in clauses (i) through (ix) above), and any retail use that offers medical services as an ancillary use, such as fitness centers, pharmacies and spa treatment facilities (the "*Clinical Exclusive Use*").

(b) The restriction contained in Section 1(a) of this Amendment with respect to the Research Exclusive Use (the "*Research Exclusive Use Restriction*") shall be in effect from and after the Fourth Amendment Effective Date, and shall terminate on the REU Termination Date (as defined below) (the "*Research Exclusivity Period*"). The term "*REU Termination Date*" shall mean the earlier of: (1) in the event that HMH Group or any assignee or subtenant permitted under the Research Lease (each, a "*Qualified Research Tenant*") elects to exercise its one-time right to terminate the Research Lease pursuant to Article 32 of the Research Lease (the "*Contraction Option*"), December 31, 2028; or (2) the date that any of the HMH Group or any permitted assignee or subtenant fails to engage in the Research Exclusive Use in at least fifty thousand (50,000) rentable square feet of space on the MEF Parcel and/or the Research Building, in the aggregate, for a period of twelve (12) consecutive months. Following the REU Termination Date, any of Declarant, any successor thereto or any Owner shall have the right to grant a Competitor of HMH Group the right to engage in the Research Exclusive Use.

(c) The restriction contained in Section 1(a) of this Amendment with respect to the Clinical Exclusive Use (the "*Clinical Exclusive Use Restriction*") shall be in effect from and after the Fourth Amendment Effective Date, and shall continue for so long as any of the HMH Group or any assignee or subtenant permitted under the Medical Arts Lease (each, a "*Qualified Clinical Tenant*") leases not less than fifty thousand (50,000) rentable square feet in the Medical Arts Building (the "*Qualified Clinical Premises*") and twenty thousand (20,000) rentable square feet of the Qualified Clinical Premises leased by such Qualified Clinical Tenant are used for the Clinical Exclusive Use (such period, the "*Clinical Exclusivity Period*"). In the event that a Qualified Clinical Tenant terminates the Medical Arts Lease with respect to the Qualified Clinical Premises, or the Medical Arts Lease expires pursuant to its terms, without any of the HMH Group entering into a new lease or occupancy agreement for the Qualified Clinical Premises prior to, or simultaneously with, the earlier termination or expiration of the Medical Arts Lease (a "*CEU Termination Event*"), the Clinical Exclusivity Period shall be deemed terminated as of the date the Medical Arts Lease was terminated or has expired, as the case may be. In the event that a Qualified Clinical Tenant fails to engage in the Clinical Exclusive Use in at least twenty thousand (20,000) rentable square feet of space in the Qualified Clinical Premises for a period of two (2) consecutive years (a "*CEU Abandonment Event*"), the Clinical Exclusivity Period shall be deemed terminated as of the date of the occurrence of the CEU Abandonment Event. Following the occurrence of a CEU Termination Event or a CEU Abandonment Event, any of Declarant, any successor thereto, or any Owner shall have the right to grant a Competitor of HMH Group the right to engage in the Clinical Exclusive Use.

(d) Neither the Research Exclusive Use Restriction nor the Clinical Exclusive Use Restriction (collectively, the "*HMH Exclusive Use Restrictions*") shall apply to any of the following (i) any Competitor of HMH Group within any building located on the Campus for general office, administrative, or back-office use, as long as any such Competitor of HMH Group does not install signage on the exterior façade of any building located on the Campus, and (ii) any Competitor of HMH Group within any building located on the Campus, if such Competitor of HMH Group acquired an interest in an Owner, tenant, or occupant of any such building (whether by merger with any such Owner, tenant, or occupant or by the acquisition of all or substantially all of the assets of any such Owner, tenant, or occupant) who, immediately prior to the acquisition, was not a Competitor of HMH Group and uses its premises within such building located on the Campus for the Research Exclusive Use and/or the Clinical Exclusive Use, as long as any such Competitor of HMH Group (which for these purposes does not include the prior Owner, tenant or occupant) does not install signage on the exterior façade of any building located on the Campus.

(e) For the avoidance of doubt, in no event shall the HMH Exclusive Use Restrictions: (i) prohibit Quest from using the Quest Parcel for the Permitted Quest Uses; (ii) prohibit medical or biological research from being conducted on the Campus by any pharmaceutical company, bio-pharmaceutical company or similar business, or research organization, university or college (even if a Competitor of HMH Group is involved with such research through any license, venture, partnership, clinical or other relationship with a third party or otherwise), provided, however, that Princeton University, Rutgers University and Montclair State University or any subsidiary, affiliate, outpatient clinical practice or research institution affiliated with any of the foregoing shall be subject to the HMH Exclusive Use Restrictions; or (iii) prohibit or otherwise restrict any business that is lawfully conducting medical or biological

research on the Campus (the "*Existing Research Business*") from being purchased by, or from entering into any relationship with, any Competitor of HMH Group, provided that such medical or biological research continues to be conducted in the name of the Existing Research Business (or under any name other than the name of the party that would qualify as a Competitor of HMH Group pursuant to Section 1(a) of this Amendment).

2. Remedies. Declarant or, after the Association is formed, the Association, shall use commercially reasonable efforts to prevent any Owner from allowing a Competitor of HMH Group to engage in any of the HMH Exclusive Uses on any building located on the Campus pursuant to the provisions of this Amendment, including pursuing injunctive relief against such Owner. Upon the expiration of the Research Exclusivity Period for the Research Exclusive Use Restriction or the Clinical Exclusivity Period for the Clinical Exclusive Use Restriction, as the case may be, the applicable HMH Exclusive Use Restriction shall be deemed void and of no further force or effect. In the event that both the Research Exclusivity Period and the Clinical Exclusivity Period expires, the HMH Exclusive Use Restrictions shall be deemed void and of no further force or effect, and Section 1 of this Amendment shall be deemed deleted from the Declaration. At any time that a Competitor of HMH Group violates the provisions of Section 1 above, upon thirty (30) days written notice from HMH Realty to Declarant or the Association, as the case may be, at its sole cost and expense, HMH Realty may commence legal action to enforce the restrictive covenants set forth in Section 1 above, and, in connection therewith, may elect to file suit at law or in equity or seek a court injunction or damages against any third party in violation of such restrictive covenants.

3. Restrictive Covenants. Section 15 of the Declaration is hereby amended and modified to add the following Section 15(d):

"(d) Addresses of Buildings. Notwithstanding anything to the contrary contained in this Declaration, Declarant (or, following the Association Transfer Date, the Association) shall have the exclusive right to modify the addresses of the Buildings located within the Campus and in no event shall an Owner, Designated Occupant, tenant or other occupant modify the address of a Building without the prior written consent of Declarant or the Association, as the case may be, which consent shall not be unreasonably withheld, conditioned or delayed."

4. Amendments. Section 16(e) of the Declaration is hereby amended and modified so that the last sentence is deleted in its entirety and the following is substituted therefor:

"Declarant (or, following the Association Transfer Date, the Association) shall have the right, without the approval of any Owner, to enter into any amendment to this Declaration granting a present or future Owner the right to an exclusive use within the Campus for (i) retail use (including, without limitation, specific categories such as grocery store or supermarket, restaurant, coffee shop, bakery, fitness, electronics, clothing, or alcoholic beverage sales), (ii) hotel and hospitality services, (iii) assisted living

services, and (iv) residential use, to the extent such rights are evidenced by an amendment or amendments to this Declaration recorded in the Essex County Register's Office and the Passaic County Clerk's Office. Notwithstanding anything to the contrary in this Declaration, but subject to the rights granted to Declarant in the immediately preceding sentence, neither Declarant nor the Association shall be permitted to make any amendments to this Declaration (i) that change or violate any of the restrictive use covenants set forth in Section 15(b) of this Declaration or Exhibit L to this Declaration without the approval of all Owners, or (ii) that materially adversely affects the use of any Lot and/or any previously existing benefit appurtenant to any Lot, including, without limitation, the HMH Exclusive Use Restrictions, without the approval of all of the affected Owners."

5. Telecommunication Lines. Section 3 of the Declaration is hereby amended and modified to add the following as Section 3(h):

"(h) Medical Arts Parcel Exclusive Easement.

(i) Subject to the terms of this Section 3(h), and pursuant to the provisions of Section 11 of this Declaration, Declarant hereby grants and declares for the exclusive benefit of the Owner of the Medical Arts Parcel a perpetual, exclusive easement over and across the Medical Arts Parcel, the MEF Parcel and the Quest Parcel and within any Common Road or any Internal Road running between the boundaries of the Medical Arts Parcel, the MEF Parcel and the Quest Parcel for the purpose of installing, operating, maintaining, inspecting, repairing and replacing any underground telecommunications conduits and innerducts and any and all other telecommunication lines, cables, fibers, transmission devices, equipment and facilities necessary to provide direct telephone, data or other forms of communication transmitted by electronic means exclusively between the Medical Arts Parcel, the MEF Parcel and the Quest Parcel (individually, a "*Medical Arts Telecommunication Facility*" and collectively, the "*Medical Arts Telecommunication Facilities*"). The Medical Arts Telecommunication Facilities shall be constructed by the Owner of the Medical Arts Parcel at the sole cost and expense of the Owner of the Medical Arts Parcel.

(ii) To the extent that any Medical Arts Telecommunication Facility on any Lot is not located in a Common Road or an Internal Road, then the Owner of the affected Lot shall determine the exact location of the placement of the Medical Arts Telecommunication Facility in its reasonable discretion, provided that, the Owner of the Medical Arts Parcel installing the Medical Arts

Telecommunication Facility acknowledges that in order to maximize the development on any affected Lot, the Owner of the affected Lot may require that the Medical Arts Telecommunication Facility being located in such a manner that requires more lineal footage of same than the most direct route may require. If, at any time, an Owner whose Lot is affected by the location of a Medical Arts Telecommunication Facility reasonably determines that such Medical Arts Telecommunication Facility is affecting its ability to further develop its Lot (which will be evidenced by a site plan approval for such future development), then the affected Owner may request, and the Owner of the Medical Arts Parcel shall, at its cost and expense, relocate the Medical Arts Telecommunication Facility in question to another location reasonably determined by the affected Owner. If the Owner of the Medical Arts Parcel fails to relocate the Medical Arts Telecommunication Facility in question to another location as determined by the affected Owner, the affected Owner shall have the right to relocate such Medical Arts Telecommunication Facility. In such case (1) the affected Owner shall use reasonable and good faith efforts to minimize any disruption in services to the Owner of the Medical Arts Parcel, (2) the affected Owner shall not be liable in any manner for any disruption of services to the Owner of the Medical Arts Parcel as a result of such relocation, and (3) the Owner of the Medical Arts Parcel will promptly reimburse the affected Owner for the costs of such relocation within thirty (30) days after receipt of paid invoices evidencing such costs. All telecommunication or data usage charges incurred in connection with use and operation of the Medical Arts Telecommunication Facilities shall be paid by the Owner of the Medical Arts Parcel directly to the telecommunications or data providers pursuant to a separate contract between the Owner of the Medical Arts Parcel and each such telecommunications or data providers, as the case may be. For avoidance of doubt, following the installation of the Medical Arts Telecommunication Facilities, no rent or other usage charges imposed by Declarant shall be paid by the Owner of the Medical Arts Parcel to the Declarant or the Association for the use and operation of the Medical Arts Telecommunication Facilities.

(iii) The Owner of the Medical Arts Parcel shall, at its sole cost and expense, maintain all Medical Arts Telecommunication Facilities in good and safe condition and repair and, if and when necessary in the sole and absolute discretion of the Owner of the Medical Arts Parcel replace any portion of such Medical Arts Telecommunication Facilities. Notwithstanding anything to the contrary contained herein, to the extent any Owner (other than the Owner of the Medical Arts Parcel) or any of its Permitted Users causes any damage to the Medical Arts Telecommunication

Facilities, such party shall bear all costs and expenses of repairing any such damage to such portion of the Medical Arts Telecommunication Facilities.

(iv) During the term of the Medical Arts Lease, the Owner of the Medical Arts Parcel shall have the right to assign all of such Owner's rights and obligations under this Section 3(h) with respect to the Medical Arts Telecommunication Facilities (collectively, the "*Medical Arts Telecommunication Rights*"), including, but not limited to, the maintenance, repair and replacement obligations under Section 3(h)(iii) of this Declaration, to HMH Realty, as the tenant under the Medical Arts Lease, which tenant shall have the one-time right to subsequently assign such Medical Arts Telecommunication Rights to Kingsland, as the Designated Occupant of the MEF Parcel. In the event the Medical Arts Telecommunication Rights have not been assigned prior to the expiration of the term of the Medical Arts Lease, the Medical Arts Telecommunication Rights shall automatically be assigned to Kingsland effective as of the date of the expiration of the term of the Medical Arts Lease, in which event, upon such assignment to Kingsland, the Medical Arts Telecommunication Rights shall belong to Kingsland or its successor or assign with respect to the MEF Parcel in perpetuity. Upon the transfer of the Medical Arts Telecommunication Rights to HMH Realty or Kingsland, as the case may be, pursuant to this Section 3(h)(iv), each reference to the "Owner of the Medical Arts Parcel" in Section 3(h)(i), Section 3(h)(ii) and Section 3(h)(iii) of this Declaration shall be replaced with a reference to "HMH Realty" or "Kingsland", as the case may be."

6. Subordination.

(a) Reference is made to (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by PB Nutclif Master, LLC, as mortgagor, in favor of Pacific Western Bank, as agent for the Lenders (as defined therein) ("*PWB*"), dated as of March 28, 2017 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029523 and recorded with the Passaic County Clerk as Instrument 2017016448 (as amended, the "*PWB Mortgage*"), (ii) that certain Assignment of Leases and Rents made by PB Nutclif Master, LLC, as assignor, in favor of PWB, as assignee, dated as of March 28, 2017 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029525 and recorded with the Passaic County Clerk as Instrument 2017016450 (as amended, the "*PWB Assignment*"), and (iii) that certain UCC-1 Fixture Filing Statement recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029527 and recorded with the Passaic County Clerk as Instrument 2017016451 (as amended, the "*PWB UCC*"), and together with the PWB Mortgage and PWB Assignment, the "*PWB Security Instruments*").

(b) Reference is also made to (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement made by PB Nutclif Med, LLC, as mortgagor, in favor of Wells Fargo Trust Company, National Association (formerly known as Wells Fargo Bank Northwest, National Association), as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), as beneficiary (together with its successors and assigns, "*WFB*"), dated as of September 29, 2016 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084406 and with the Passaic County Clerk as Book M14283, Page 55 (the "*WFB Mortgage*"), (ii) that certain Assignment of Leases and Rents made by PB Nutclif Med, LLC, as assignor, in favor of WFB, as assignee, dated as of September 29, 2016 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084408 and with the Passaic County Clerk as Book M14283, Page 147 (the "*WFB Assignment*"), and (iii) that certain UCC-1 Fixture Filing Statement recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084412 and with the Passaic County Clerk as File 96589 (the "*WFB UCC*"), and together with the WFB Mortgage and WFB Assignment, the "*WFB Security Instruments*".

(c) For purposes of this Amendment and any further amendments to the Declaration, (i) the definitions above are deemed incorporated into the Declaration, and (ii) PWB Security Instruments and the WFB Security Instruments, as same may be amended or modified from time to time, are referenced collectively and generally as the "*Security Instruments*".

(d) Each of PWB and WFB, by their execution and delivery of this Amendment, agree that their respective Security Instruments are hereby expressly made junior, subordinate and subject to this Amendment; provided, however, that nothing contained in this Amendment is intended to or shall impair the obligations of (i) PB Nutclif Master, LLC, as to the PWB Security Instruments, and (ii) PB Nutclif Med, LLC, as to the WFB Security Instruments; which obligations are absolute and unconditional in accordance with the terms, provisions, and conditions of the applicable Security Instruments; provided, further, however that in the event that (x) WFB succeeds to fee title to the MEF Parcel whether by foreclosure or deed-in-lieu of foreclosure, (y) the MEF Lease is terminated prior to the Termination Date (as defined therein), or (z) any of the HMH Exclusive Use Restrictions shall not have terminated pursuant to the terms of this Amendment, then the HMH Group shall not be entitled to enforce either of the HMH Exclusive Use Restrictions against the MEF Parcel or any Owner, tenant or occupant thereof following the date the condition set forth in any of subsections (x), (y) or (z) is satisfied.

7. Binding Effect. This Amendment and the Declaration shall run with the land constituting the Campus, and be binding upon and inure to the benefit of the HMH Realty, Declarant and each Owner, and their respective successors and assigns, the SOM, the Health Network, all of the affiliated business entities and physician practices affiliated with the Health Network, and tenants and other occupants.

8. Conflicts. To the extent there are any conflicts or discrepancies between this Amendment and the Declaration, the terms of this Amendment shall govern and be binding upon the parties.

9. Ratification of Declaration. Except as modified by this Amendment, the Declaration and all of the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed.

(signatures on following page)

IN WITNESS WHEREOF, this Amendment to the Declaration has been executed by Declarant effective as of the Fourth Amendment Effective Date, in order to subject the Non-MEF Portion of the Campus, and all present and future owners and tenants of any portion of the Non-MEF Portion of the Campus, to all of the terms, covenants and conditions of this Amendment to the Declaration.

WITNESS:

DECLARANT:

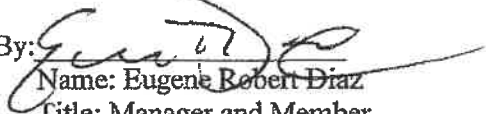
PB NUTCLIF MASTER, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its sole Member




By: 
Name: Eugene Robert Diaz
Title: Manager and Member

STATE OF NEW JERSEY

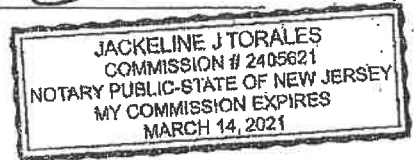
COUNTY OF ESSAX

I HEREBY CERTIFY, that on this 21 day of October, 2020 before me, a Notary Public of the State aforesaid, personally appeared **Eugene Robert Diaz**, who acknowledged himself to be the Manager and Member of **PRISM NUTCLIF MANAGER, LLC**, a Delaware limited liability company, which is the sole Member of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of PB Nutclif Master, LLC, and that he as such Manager and Member executed the foregoing Instrument for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

[signatures continue on next page]



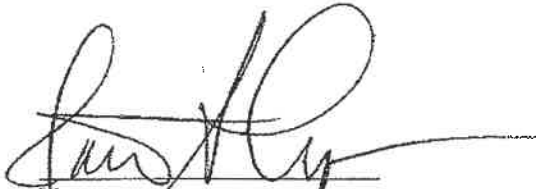
*Signature Page to Fourth Amendment to
Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions*


The undersigned, Pacific Western Bank, joins in the execution of this Amendment to the Declaration in order to subordinate the PWB Security Instruments, and all present and future holders of the PWB Security Instruments, to this Amendment to the Declaration.

WITNESS:

PWB:

PACIFIC WESTERN BANK,
a California state-chartered bank


Name: Walter Schuppe

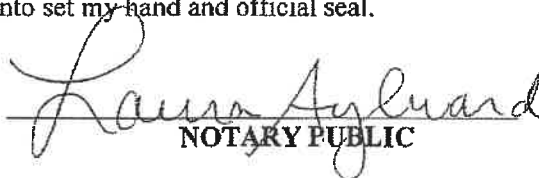
By: 
Name: Elias Bouzakis
Title: SVP, Portfolio Manager

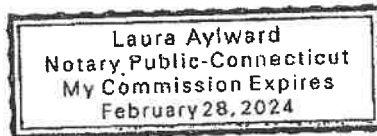
STATE OF Connecticut

COUNTY OF Hartford

I HEREBY CERTIFY, that on this 22nd day of October, 2020, before me, a Notary Public of the State aforesaid, personally appeared Elias Bouzakis, who acknowledged himself to be the SVP, Portfolio Manager of PACIFIC WESTERN BANK, a California state-chartered bank, and that he as such SVP, Portfolio Manager executed the foregoing instrument for the purposes therein contained, by signing his name as Elias Bouzakis and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC



The undersigned, Wells Fargo Trust Company, National Association (formerly known as Wells Fargo Bank Northwest, National Association), as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), joins in the execution of this Amendment to the Declaration in order to subordinate the WFB Security Instruments, and all present and future holders of the WFB Security Instruments, to this Amendment to the Declaration.

WITNESS:

WFB:

**WELLS FARGO TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU)

Corey J. Dahlstrand
Name: Corey J. Dahlstrand
Corporate Trust Officer

By: [Signature]
Name: Jessica Wuornos
Title: Vice President

STATE OF MN
COUNTY OF Hennepin

I HEREBY CERTIFY, that on this 22nd day of OCT, 2020, before me, a Notary Public of the State aforesaid, personally appeared Jessica Wuornos, who acknowledged himself or herself to be the Vice President of **WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION**, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), and that he or she as such Vice President executed the foregoing instrument for the purposes therein contained, by signing his or her name as Jessica Wuornos and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Beth C. Johnson
NOTARY PUBLIC

*Signature Page to Fourth Amendment to
Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions*

6



Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK GRAND STREET ROOM 113 PATERSON NJ 07501	Transaction Identification Number	4780749	4593734
	Return Address (for recorded documents) COMMONWEALTH LAND TITLE LYNDHURST - 464 VALLEY BROOK AVE #2 NJ 07071-1998 464 VALLEY BROOK AVE LYNDHURST NJ 07071		

<p align="center">Official Use Only</p> <div style="border: 1px solid black; padding: 5px; margin: 5px;"> DANIELLE IRELAND-IMHOF CLERK PASSAIC COUNTY New Jersey </div> <p> INSTRUMENT NUMBER 2020060040 RECORDED ON Nov 20, 2020 8:56:29 AM BOOK:D3910 PAGE:46 Total Pages: 20 </p> <p> NJ PRESERVATION ACCOUNT \$95.00 RECORDING FEES - \$115.00 RECORDER OF DEEDS HOMELESSNESS TRUST FUND \$2.00 - CODE BLUE INITIATIVE HOMELESSNESS TRUST FUND \$3.00 TOTAL PAID \$215.00 INV: 1411870 USER: LH </p>	Submission Date (mm/dd/yyyy)	11/18/2020
	No. of Pages (excluding Summary Sheet)	18
	Recording Fee (excluding transfer tax)	\$215.00
	Realty Transfer Tax	\$0.00
	Total Amount	\$215.00
	Document Type	DEED-EASEMENT
	Electronic Recordation Level	L2 - Level 2 (With Images)
	Municipal Codes	CLIFTON CITY 02
	A3BC38	

Additional Information (Official Use Only)

*** DO NOT REMOVE THIS PAGE.**
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RETAIN THIS PAGE FOR FUTURE REFERENCE.



Passaic County Document Summary Sheet

DEED-EASEMENT	Type	DEED-EASEMENT				
	Consideration	\$1.00				
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)				
	Document Date	10/30/2020				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
		Name			Address	
		PB NUTCLIF MASTER LLC				
		Name			Address	
		PACIFIC WESTERN BANK WELLS FARGO TRUST COMPANY NATIONAL ASSOCIATION				
	Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality	

*** DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF PASSAIC COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

DANIELLE IRELAND-IMHOE	
CLERK	
PASSAIC COUNTY	
New Jersey	
INSTRUMENT NUMBER	
2020060040	
RECORDED ON	
Nov 20, 2020	
8:56:29 AM	
BOOK:D3910 PAGE:16	
Total Pages: 20	
NT PRESERVATION ACCOUNT \$95.00	
RECORDING FEES -	\$115.00
RECORDER OF DEEDS	
HOMELESSNESS TRUST FUND	\$2.00
- CODE BLUE INITIATIVE	
HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$215.00
INV: 1411870 USRR: JH	

Record and Return to:

Fox Rothschild LLP
 49 Market Street
 Morristown, New Jersey 07960
 Attn: Robert A. Klausner, Esq.

**FIFTH AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS,
 COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIFTH AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made as of the 30th day of October, 2020 (the "Effective Date"), by PB NUTCLIFF MASTER, LLC, a Delaware limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed a Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of July 13, 2016, to be effective as of September 29, 2016, and recorded in the Passaic County Clerk's Office as Deed Book D2963, Page 1 and the Essex County Register's Office as Instrument Number 2016084366 (the "Original Declaration"), which Original Declaration was amended by Declarant pursuant to (i) that certain First Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of September 29, 2016, and recorded in the Passaic County Clerk's Office as Deed Book D2964, Page 1 and the Essex County Register's Office as Instrument Number 2016084370 (the "First Amendment"), (ii) that certain Second Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of June 1, 2018, and recorded in the Passaic County Clerk's Office as Deed Book D3349, Page 44 and the Essex County Register's Office as Instrument Number 2018060048 (the "Second Amendment"), (iii) that certain Third Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated as of June 1, 2018, and recorded in the Passaic County Clerk's Office as Deed Book D3385, Page 210 and the Essex County Register's Office as Instrument Number 2018070740 (the "Third Amendment"), and (iv) that certain Fourth Amendment to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions on or about the date hereof and recorded in the Passaic County Clerk's Office and the Essex County Register's Office immediately prior to the recordation of this Amendment (the "Fourth Amendment", and together with the Original Declaration, the First Amendment, the Second Amendment, and the Third Amendment, collectively, the "Declaration"); and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed thereto in the Declaration; and

WHEREAS, the Declaration created certain easements and imposed certain covenants, conditions and restrictions encumbering the Non-MEF Portion of the Campus and the MEF Parcel, as both terms are defined in the Declaration; and

WHEREAS, Declarant desires to supplement and amend certain provisions of the Declaration as more particularly set forth in this Amendment; and

WHEREAS, pursuant to Section 16(e) of the Declaration, Declarant has the full right, power and authority to execute this Amendment.

NOW, THEREFORE, for and in consideration of the covenants, easements, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Declarant does hereby supplement and amend the Declaration as follows:

1. Common Lots. Section 1(i) of the Declaration is hereby deleted in its entirety and replaced with the following:

“(i) “*Common Lots*” shall mean, collectively, any Lot or Lots which are open for use by more than one Owner, or all of the Owners, and their occupants, tenants, servants, invitees, licensees, customers, guests, and employees.”

2. Common Facilities.

(a) The phrase “intended for the use of all of the Owners” in the second (2nd) and third (3rd) lines of Section 1(i) of the Declaration is hereby deleted in its entirety and replaced with the phrase “intended for the use of more than one Owner, or all of the Owners”.

(b) Section 2(c) of the Declaration is hereby deleted in its entirety and replaced with the following:

“(c) Owners’ Easement of Enjoyment. Subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations of the Association, every Owner shall have a right in and enjoyment of an easement in and to the Common Facilities (other than Limited Common Facilities) within the Campus. Following Declarant’s designation of Limited Common Facilities pursuant to Section 3(c) of this Declaration, each Owner specifically benefitted by such Limited Common Facilities shall have a right in and enjoyment of an easement in and to such Limited Common Facilities.”

(c) The phrase “intended for the use of all of the Owners” in the fourth (4th) line of Section 3(a) of the Declaration is hereby deleted in its entirety and replaced with the phrase “intended for the use of more than one Owner, or all of the Owners”.

3. Telecommunications Lines. Section 6 of the Declaration is hereby amended and modified to add the following Section 6(e):

“(e) Telecommunication Lines.

(i) Subject to the terms of this Section 6(e), Declarant or the Association, as the case may be, hereby reserve, and each Owner grants to the other Owners and their respective Permitted Users, a perpetual, non-exclusive easement over and across the Lots (the “*Telecommunications Easement*”) for the purpose of installing, operating, maintaining, inspecting, repairing and replacing any underground telecommunications conduits and innerducts and any and all other telecommunication lines, cables, fibers, transmission devices, equipment and facilities necessary to provide telephone, data or other forms of communication transmitted by electronic means, to the Lots (individually, a “*Telecommunication Facility*” and collectively, the “*Telecommunication Facilities*”).

(ii) To the extent that any Telecommunication Facility on any Lot is not located in a Common Road or an Internal Road, then the Owner of the affected Lot shall determine the exact location of the placement of the Telecommunication Facility in its reasonable discretion, provided that, the Owner installing the Telecommunication Facility acknowledges that in order to maximize the development on any affected Lot, the Owner of the affected Lot may require that the Telecommunication Facility being located in such a manner that requires more lineal footage of same than the most direct route may require. If, at any time, an Owner whose Lot is affected by the location of a Telecommunication Facility servicing another Lot reasonably determines that such Telecommunication Facility is affecting its ability to further develop its Lot (which will be evidenced by a site plan approval for such future development), then the affected Owner may request, and the Owner that installed and is using the Telecommunication Facility shall, at its cost and expense, relocate the Telecommunication Facility in question to another location reasonably determined by the affected Owner. If an Owner fails to relocate the Telecommunication Facility in question to another location as determined by the affected Owner within a reasonable period of time, then after at least ten (10) days’ written notice to such Owner, the affected Owner shall have the right to relocate such Telecommunication Facility. In such case (1) the affected Owner shall use reasonable and good faith efforts to minimize any disruption in services to the Owner that installed and is using the Telecommunication Facility and, if requested, will coordinate such relocation with such Owner, (2) the affected Owner shall not be liable in any manner for any disruption of services to the Owner that

installed and is using the Telecommunication Facility as a result of such relocation, and (3) the Owner that installed and is using the Telecommunication Facility will promptly reimburse the affected Owner for the costs of such relocation within thirty (30) days after receipt of paid invoices evidencing such costs. All Owner telecommunication or data usage charges shall be paid directly by the benefitted Owner to the telecommunications or data providers pursuant to a separate contract between such Owner and each such telecommunications or data provider, provided, however, in no event shall Declarant (or, following the Association Transfer Date, the Association), any Owner, any Designated Occupant or any tenant of any Lot enter into an agreement with such telecommunications or data provider that grants such provider the exclusive right to service or utilize any of the Common Telecommunication Facilities (as defined below).

(iii) Declarant shall maintain any existing underground telecommunications conduits and innerducts owned by Declarant and new underground telecommunications conduits and innerducts installed on behalf of Declarant or for the benefit of Declarant (collectively, the "*Telecommunication Conduits*") in good and safe condition and repair and, if and when necessary in the reasonable discretion of Declarant replace any portion of such Telecommunication Conduits (the cost of the foregoing, being collectively referred to herein as the "*Telecommunication Conduit Costs*"). Declarant shall have the right to disable any portion of the Telecommunication Conduits for such period of time as may be reasonably necessary to repair, replace or maintain the Telecommunication Conduits; provided, however, that prior to taking any such action, Declarant shall give written notice to each affected Owner of its intention to do so and, to the extent reasonably possible, the parties shall coordinate such disabling so as to minimize the interruption in the use and enjoyment of such Telecommunication Conduits and the Lot or Lots that they serve. Notwithstanding anything to the contrary contained herein, to the extent any Owner, or any of its Permitted Users causes any damage to the Telecommunication Conduits other than that suffered as a result of normal use, such party shall bear all costs and expenses of repairing any such damage to such portion of the Telecommunication Conduits.

(iv) Each Owner, at its sole cost and expense, shall maintain the Telecommunication Facilities installed by and servicing such Owner's Lot in good and safe condition and repair and, if and when

necessary, replace any portion of the Telecommunication Facilities. Notwithstanding anything to the contrary contained herein, to the extent any Owner or any of its Permitted Users causes any damage to the Telecommunication Facilities, such party shall bear all costs and expenses of repairing any such damage to such portion of the Telecommunication Facilities.

(v) Declarant shall keep the portion of the Telecommunication Facilities servicing the Common Facilities ("*Common Telecommunication Facilities*") in good and safe condition and repair, in compliance with all Legal Requirements, and, if and when necessary in the reasonable discretion of Declarant replace such Common Telecommunication Facilities. Notwithstanding anything to the contrary contained herein, to the extent any Owner or any of its Permitted Users causes any damage to the Common Telecommunication Facilities, other than that suffered as a result of normal use, such party shall bear all costs and expenses of repairing any such damage. Declarant shall have the right to disable any portion of the Common Telecommunication Facilities for such period of time as may be reasonably necessary to repair, relocate or maintain the Common Telecommunication Facilities; provided, however, that prior to taking any such action, Declarant shall give written notice to each affected Owner of its intention to do so and, to the extent reasonably possible, the parties shall coordinate such disabling so as to minimize the interruption in the use and enjoyment of the Common Telecommunication Facilities.

(vi) All costs and expenses incurred by Declarant in fulfilling its obligations pursuant to this Section 6(e), including, but not limited to, the Telecommunication Conduit Costs, are Common Facilities Costs, and shall be assessed and paid in accordance with Section 3, Section 16(a) and Section 17 below."

4. Domestic/City Water and Fire Water Systems.

(a) The phrase "the fire suppression water pump facility located in Building 75" in the third (3rd) line of Section 3(a)(vii) of the Declaration is hereby deleted in its entirety and replaced with the phrase "the Water System Infrastructure (as defined below), which includes, but is not limited to, the Domestic/City Water System (as defined below) and the Fire Water System (as defined below), which Fire Water System is inclusive of the fire suppression water pump facilities located in Building 75 and Building 61".

(b) Section 7 of the Declaration is hereby amended and modified to add the following Section 7(c):

"(c) Domestic/City Water and Fire Water Systems.

(i) The Campus is serviced by a Campus-wide domestic/city water system that delivers domestic/city water to each Lot (the "*Domestic/City Water System*") and a Campus-wide fire water system (the "*Fire Water System*") that delivers fire water to each Lot, each from the Passaic Valley Water Commission ("*Passaic Water*"), on a primary basis, and the Jersey City Municipal Utilities Authority ("*JC Water*"), on a secondary basis. Declarant or the Association, as the case may be, hereby reserve, and to the extent any portion of the Domestic/City Water System or the Fire Water System is located on a Lot, each Owner grants to the other Owners and their respective Permitted Users, a perpetual, non-exclusive easement over and across the Lots (the "*Water System Easement*") for the purpose of installing, operating, maintaining, inspecting, repairing and replacing any related underground lines, pipes, conduits and facilities necessary to provide domestic/city and fire water to the Lots (collectively, the "*Water Lines*"). The Domestic/City Water System, the Fire Water System, the Water Lines and any related infrastructure of the foregoing, including, without limitation, pump stations and fire suppression water pump facilities, are hereinafter collectively referred to as the "*Water System Infrastructure*".

(ii) Declarant shall maintain the Water System Infrastructure in good and safe condition and repair and, if and when necessary in Declarant's reasonable discretion, replace any portion of the Water System Infrastructure (the cost of the foregoing, being collectively referred to herein as the "*Water System Costs*"). The Declarant shall have the right to disable any portion of the Water System for such period of time as may be reasonably necessary to repair, replace or maintain the Water System Infrastructure; provided, however, that prior to taking any such action, Declarant shall give written notice to each Owner of its intention to do so and, to the extent reasonably possible, the parties shall coordinate such disabling so as to minimize the interruption in the use and enjoyment of the Water System and the Lot or Lots that they serve. Notwithstanding anything to the contrary contained herein, to the extent any Owner, or any of its Permitted Users causes any damage to the Water System Infrastructure, other than that suffered as a result of normal use, such party shall bear all costs and expenses of repairing any such damage to such portion of the Water System Infrastructure.

(iii) In the event an Owner desires to connect individual water lateral lines servicing only the Owner's Lot (the "*Individual Water Laterals*") to the Domestic/City Water System or the Fire Water System, such Owner shall have the right to deliver written notice to

Declarant requesting that Declarant connect proposed Individual Water Laterals to the connection points of the Domestic/City Water System or the Fire Water System (the "*Water Lateral Request*"), which Water Lateral Request shall set forth the following information regarding the proposed Individual Water Laterals: (A) the proposed design of such Individual Water Laterals, (B) the proposed locations on such Owner's Lot, and (C) the amount of water allocation associated with each Individual Water Lateral. To the extent possible, any Individual Water Lateral shall be placed in, or in as close proximity as possible to, any Internal Roads. Within a reasonable time following Declarant's receipt of a Water Lateral Request, Declarant shall determine, in its reasonable discretion, whether Declarant approves the Owner's Water Lateral Request. In no event shall Declarant approve a Water Lateral Request if Declarant determines that there will not remain sufficient available capacity within the overall Campus and the water allocation of Passaic Water and JC Water to permit the specific water allocation required to service the connecting Owner's Lot. In the event Declarant approves an Owner's Water Lateral Request: (1) such Owner shall have the right to install the approved Individual Water Laterals on the applicable Lot in accordance with the approved Water Lateral Request, provided that the Owner shall have secured all required governmental permits and approvals for the installation and operation of the Individual Water Lateral; and (2) Declarant, or a contractor selected by Declarant, shall, at such Owner's sole cost and expense, be responsible for performing the actual connection of the Individual Water Laterals into the Domestic/City Water System or the Fire Water System. Each Owner that installs an Individual Water Lateral shall be responsible to comply with the design and capacity allocation limits set by Declarant, the City, the Township, Passaic Water and JC Water. Each Owner shall be responsible, at the Owner's sole cost and expense, for the installation, connection work (including but not limited to all hook-up and/or connection charges incurred by Declarant), maintenance, operation and repair of the Individual Water Lateral that Owner installs, including, without limitation, the restoration of any pavement or landscaping, to the condition existing prior to any work undertaken on behalf of such Owner and Declarant. In no event shall Declarant or the Association have an obligation to maintain, repair, relocate or operate any Individual Water Lateral, except as provided for in Declarant's reserved easement in Section 12 below. At such time as Declarant connects an Individual Water Lateral from an Owner's Lot into the Domestic/City Water System or the Fire Water System,

the Owner of such Lot shall install or cause to be installed, meters measuring the water usage by such Owner at such connection points, which meters shall be acceptable to Declarant, Passaic Water and JC Water. All Owner water usage charges shall be paid by Declarant (or, following the Association Transfer Date, the Association) to Passaic Water and JC Water and each Owner shall pay Declarant the amount of such Owner's water usage charges, as determined by Declarant or the Association, as the case may be, concurrently with the Owner's payment of such Owner's share of the Common Facilities Costs pursuant to Section 16(a) of this Declaration.

(iv) Declarant shall keep the portion of the water lines servicing the Common Facilities ("*Common Facilities Water Lines*") in good and safe condition and repair, in compliance with all Legal Requirements, and, if and when necessary in Declarant's reasonable discretion, replace such Common Facilities Water Lines. Notwithstanding anything to the contrary contained herein to the extent any Owner or any of its Permitted Users causes any damage to the Common Facilities Water Lines, other than that suffered as a result of normal use, such party shall bear all costs and expenses of repairing any such damage. Declarant shall have the right to disable any portion of the Common Facilities Water Lines for such period of time as may be reasonably necessary to repair, relocate or maintain the Common Facilities Water Lines; provided, however, that prior to taking any such action, Declarant shall give written notice to each Owner of its intention to do so and, to the extent reasonably possible, the parties shall coordinate such disabling so as to minimize the interruption in the use and enjoyment of the Common Facilities Water Lines.

(v) All costs and expenses incurred by Declarant in fulfilling its obligations pursuant to this Section 7(c), including, but not limited to the Water System Costs, are Common Facilities Costs, and shall be assessed and paid in accordance with Section 3, Section 16(a) and Section 17 below."

5. Sewer Easements. The last sentence of Section 8(c) of the Declaration is hereby deleted in its entirety and replaced with the following sentence: "All Owner sewer usage charges shall be paid by the Owner through such Owner's payment of real estate taxes pursuant to Section 14 of this Declaration and/or through such Owner's payment of its Annual Assessment pursuant to Section 16."

6. Annual Assessments; Costs. The third (3rd) sentence of Section 16(a) is hereby deleted in its entirety and replaced with the following:

“Except as may be otherwise expressly provided elsewhere in this Declaration, each Owner shall pay to Declarant such Owner’s share of the Annual Assessment in an amount as follows: (i) all Common Facilities Costs (which shall include, for purposes of this Section 16, the costs to maintain, repair, and replace the MEF Courtyard), multiplied by (ii) a fraction, the numerator of which is the number of parking stalls on the Lot in question, and any other parking reserved or provided to an Owner that is located elsewhere in the Campus other than on such Owner’s Lot, which numerator shall in no event be more than an amount equal to six (6) parking stalls per one thousand (1,000) gross square feet of improvements located on such Owner’s Lot, and the denominator of which is the total parking in all portions of the Campus (including the Lot in question, the MEF Parcel, and any Common Parking Areas) that received an Initial C.O. during or prior to the calendar year in question, which denominator shall in no event be less than Six Thousand (6,000) and in no event shall include, with respect to any individual Lot, more than an amount equal to six (6) parking stalls per one thousand (1,000) gross square feet of improvements located on, or allocated to, such Lot.”

7. Non-MEF Portion of the Campus. Exhibit A of the Declaration is hereby amended and modified by removing the legal description for that certain real property designated as Block 2000, Lot 1 on the official tax maps of the Township of Nutley, Essex County, New Jersey, from the description of the Non-MEF Portion of the Campus. For the avoidance of doubt, the Non-MEF Portion of the Campus shall solely consist of that certain real property designated as Block 79.04, Lots 10 and 21, and Block 80.02, Lots 1.01, 1.02, 4.04, 4.05, B, C and D on the official tax maps of the City of Clifton, Passaic County, New Jersey; and that certain real property designated as Block 102, Lots 2 and 9; Block 200, Lots 1, 2, 3, 4, 5, 6 and 24; Block 201, Lots 1, 1.01, 1.02 and 1.03 ; and Block 300, Lots 1, 1.05, 1.06 and 20 on the official tax maps of the Township of Nutley, Essex County, New Jersey.

8. Identification Restrictions.

(a) Section 2(b) of the Third Amendment is hereby deleted in its entirety and replaced with the following:

“(b) The Identification Restrictions shall be in effect from and after the Effective Date and shall be perpetual.”

(b) Section 3 of the Third Amendment is hereby amended and modified to add the following sentence: “Notwithstanding anything to the contrary contained in this Amendment, for the avoidance of doubt, Ralph Lauren’s rights under this Section 3 shall automatically terminate on the date of the expiration or earlier termination of the Ralph Lauren Lease.”

9. Restrictive Covenants. Section 15 of the Declaration is hereby amended and modified to add the following Section 15(e):

“(e) Notwithstanding anything to the contrary contained in this Declaration, in no event shall the Owner of that certain real property designated as Block 80.02, Lot 1.01 on the official tax maps of the City of Clifton, Passaic County, New Jersey (“Lot 1.01”): (i) utilize a Building or other improvements located, or to be located, on Lot 1.01 for heavy manufacturing or bulk warehousing; or (ii) construct a Building or other improvements on Lot 1.01 that will obstruct the visibility of signage installed, or to be installed, on the top floor of the existing building located partially on that certain real property designated as Block 201, Lot 1.02 on the official tax maps of the Township of Nutley, Essex County, New Jersey, and partially on that certain real property designated as Block 80.02, Lot D on the official tax maps of the City of Clifton, Passaic County, New Jersey.”

10. Signage.

(a) Permanent Signage. In accordance with Section 3(e) and Section 10 of the Declaration, Declarant (or, following the Association Transfer Date, the Association) shall have the right, in its sole discretion, to create and enforce a general plan of signage and identity at the Campus, which shall include control over the size, aesthetics, materials, design, type, location and number of the Shared Signage located upon or within the Campus. Declarant or the Association, as the case may be, shall have a perpetual, non-exclusive easement for the purposes of installing, maintaining, repairing and otherwise operating any and all Shared Signage over and across (y) all Common Roads, Common Facilities and Common Lots in the Campus, in the sole and absolute discretion of Declarant or the Association, as the case may be; and (z) all other Lots within the Campus, so long as Declarant or the Association, as the case may be, determines, in its reasonable discretion, that particular Shared Signage is more suited to be installed on an Owner’s Lot as opposed to within or upon the Common Roads, Common Lots and Common Facilities of the Campus. Notwithstanding the foregoing to the contrary, Declarant (or, following the Association Transfer Date, the Association) shall have no authority to regulate the signage on the façade of a Building or other structure located on an Owner’s Lot or in a Building or other structure located on an Owner’s Lot, provided that no Owner, Designated Occupant, tenant or other occupant of a Lot may erect any type of sign that would be offensive, morally objectionable, not in compliance with zoning or other regulations enforcing such signage, politically oriented such as a support sign for a particular political candidate or political party, violates any other provision of the Declaration, or which when illuminated, would change the intensity of light, as measured in foot-candles at the façade of the nearest adjacent occupiable Building located on another Owner’s Lot. The types of Shared Signage on the Campus that Declarant or the Association, as the case may be, has to right to install and regulate include, but are not limited, to Pylon Entrance Signs, Directional Signs, Pedestrian Directories, Buildings IDs, Welcome Tenant IDs, Parking IDs, Temporary Signs, and Banners (as such terms are defined below).

(i) Pylon Entrance Signs. A "*Pylon Entrance Sign*" shall be a sign that is located at or about the various entrance intersections to the Campus including (A) Metro Boulevard and Route 3, (B) Metro Boulevard and Kingsland Street, (C) Ideation Way and Kingsland Street, (D) Ideation Way and Route 3, and (E) any intersection which may exist now or in the future of any of Common Road with a public street, highway, or road. Declarant (or, following the Association Transfer Date, the Association) shall have the right, in its sole discretion, as to what information is displayed on the Pylon Entrance Signs, including whether or not the Pylon Entrance Signs identify (1) only a reference to the Campus, (2) references to particular Owners/occupants or a class of Owners/occupants (such as only retail and hospitality tenants) or (3) references to addresses or names of particular properties within the Campus. If Designated Occupants, tenants or other occupants are displayed upon such Pylon Entrance Signs, then each Owner of a Lot containing a distinctive postal address shall have the right to request that Declarant or the Association, as the case may be, provide identification for any such occupant within a Lot which occupant either (y) occupies the entirety of the Building located on such Owner's Lot, or (z) occupies not less than 100,000 square feet in such Building. The listing of the names of Designated Occupants, tenants or other occupants of the Campus on a Pylon Entrance Sign shall be organized in a "top-down" fashion based on the total square feet occupied by such occupant, with the largest occupant occupying the top spot of the Pylon Entrance Sign. The surface area of each occupant's listing shall be equal to the product of, (I) a fraction, the numerator of which is the square footage occupied by such occupant within the Campus, and the denominator of which is the total square footage occupied by all of the occupants to be displayed in the Pylon Entrance Sign, multiplied by (II) the total surface area of the Pylon Entrance Sign used for such advertising or identification. In the event a single occupant occupies the entirety of a Building and more than 100,000 square feet in a different Building with a distinctive postal address, then such occupant shall only be entitled to one listing on the Pylon Entrance Sign, provided that, such listing, for the purposes of placement and percentage of size area, shall aggregate the square feet occupied in each of the Buildings which qualify the occupant for listing on the Pylon Entrance Sign.

(ii) Directional Signs. A "*Directional Sign*" is a sign that is primarily used to assist vehicles, pedestrians and the like, to navigate the Common Roads of the Campus to efficiently travel to a particular destination within the Campus. Such destinations may include, but are not be limited to: (A) Common Facilities, (B) parking areas (whether Common Parking Areas, Parking Lots or other Parking Facilities), (C) Buildings, (D) the location of tenants or other occupants of a Building, or (E) types of premises such as hotel, retail, offices, etc. Any Owner shall have the right to request inclusion (for itself or its occupants) on any particular Directional Sign or request that Declarant (or, following the Association Transfer Date, the Association) consider the installation of a particular Directional Sign in or around a particular location to facilitate efficient travel to a Building or other improvement located on such Owner's Lot. Upon agreement by the Declarant or the Association, as the case may be, Declarant or the Association shall include such Owner's Lot or Building on a Directional Sign. Any and all costs incurred by Declarant or the Association under this Section shall be considered Common Facilities Costs assessed directly to the benefitted Owner(s).

(iii) Pedestrian Directory. A "*Pedestrian Directory*" is a sign that provides pedestrians with specific information about the Campus, including, but not limited to,

maps, address of Lots or Building, tenant names and addresses, specific types of uses within the Campus, local area information (including the location and times for public transportation), services and amenities located in the communities around the Campus and any other information which Declarant or the Association determines in its reasonable discretion to include. Pedestrian Directories may be interactive (e.g., utilizing a touch screen LED functionality) or stationery.

(iv) Building ID. A "*Building ID*" is a sign that displays the address or name of a particular Building or structure within the Campus. Each Building that bears a distinctive postal address shall be entitled to have one (1) Building ID. Any Owner wishing to have a Building ID for a Building located on such Owner's Lot shall place such Building ID upon its Lot. If an Owner reasonably believes that an Owner's Lot is not well suited for a Building ID, Owner shall have the right to deliver a written request to Declarant (or, following the Association Transfer Date, the Association), requesting that Declarant or the Association, as the case may be, place a Building ID for such Owner's Building on a Common Lot or Common Road closest to such Building, as determined by Declarant in its sole but reasonable discretion. Each Owner shall be responsible for the full cost of installation of its Building ID and shall utilize the signage contractor determined by Declarant for the manufacture and installation of its Building ID. Each Building ID shall be designed solely in accordance with the design and aesthetics of the then current Building ID utilized throughout the Campus.

(v) Welcome Tenant ID. A "*Welcome Tenant ID*" is a sign that displays or lists the names of Designated Occupants, tenants or other occupants in a particular Building. Each Building that bears a distinctive postal address shall be entitled to have one (1) Welcome Tenant ID. Any Owner that desires to have a Welcome Tenant ID shall place such Welcome Tenant ID upon its Lot at or near the main entrance of the Building located on such Lot. If an Owner reasonably believes that an Owner's Lot is not well suited for a Welcome Tenant ID, Owner shall have the right to deliver a written request to Declarant (or, following the Association Transfer Date, the Association), requesting that Declarant or the Association, as the case may be, place a Welcome Tenant ID for such Owner's Building on a Common Lot or Common Road closest to such Building, as determined by Declarant in its sole but reasonable discretion. Each Owner shall be responsible for the full cost of installation of its Welcome Tenant ID and shall utilize the signage contractor determined by Declarant for the manufacture and installation of its Welcome Tenant ID. Each Welcome Tenant ID shall be designed solely in accordance with the design and aesthetics of the then current Welcome Tenant ID utilized throughout the Campus.

(vi) Parking ID. A "*Parking ID*" shall mean a sign which designates parking, a Parking Lot, a parking garage, a Common Parking Area, or other parking areas within the Campus (each, a "*Parking Facility*"), whether or not such Parking Facility is a Common Facility, Limited Common Facility or located within an Owner's Lot. Parking IDs shall be installed to assist vehicles to efficiently identify Parking Facilities and shall be installed, maintained and operated by Declarant or the Association, as the case may be, as Common Facilities. All costs and expenses incurred by Declaration or the Association, as the case may be, under this Section shall be deemed Common Facilities Costs and shall be assessed and paid by the Owners in accordance with Section 16(a) and Section 17 of the Declaration.

(vii) Banners. A "*Banner*" shall be a sign that is placed on light posts, street signs, or posts erected for such purpose, on Common Facilities or Common Lots. Banners

may be used from time to time to advertise or identify different properties, events, addresses, tenants, or other information deemed necessary for the general furtherance of the identification of the Campus as a First Class Mixed Use Development.

(b) Temporary Signage. "*Temporary Signs*" are temporary (or time limited) signs, banners or other similar advertising. Subject to the terms of this Section, an Owner may erect Temporary Signs on its Lot for the purposes of advertising and branding such Owner's Lot, including for purposes of advertising construction, pre-opening, "special advertising" and the like. No Owner shall erect any Temporary Sign on any Common Lot or Common Facility without the express consent of the Declarant or the Association, as the case may be, which consent may be withheld in the sole discretion of Declaration or the Association, as the case may be. Each Owner erecting Temporary Signs shall not interfere with another Owner's Lot, access to such Owner's Lot or the visibility of any sign erected by or for such other Owner's Lot which has been installed in compliance with the Declaration. Each Owner shall be required to comply with any and all Legal Requirements relating to a Temporary Sign and obtain whatever approvals are required for the installation of a Temporary Sign. Upon conclusion of the time period as provided for by the local municipality, any Temporary Sign shall be removed by the Owner benefitting from such Temporary Sign and the area properly restored to be consistent with a First Class Mixed Use Development. No Owner, Designated Occupant, tenant or other occupant of any Lot may erect any type of Temporary Sign that would be offensive, morally objectionable, not in compliance with zoning or other regulations enforcing such signage, in violation of any other provision in the Declaration, or politically oriented such as a support sign for a particular political candidate or political party.

11. Vision Plan. Exhibit C to the Declaration is hereby deleted in its entirety and replaced with *Exhibit C* attached hereto.

12. Subordination.

(a) Reference is made to (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by PB Nutclif Master, LLC, as mortgagor, in favor of Pacific Western Bank, as agent for the Lenders (as defined therein) ("*PWB*"), dated as of March 28, 2017 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029523 and recorded with the Passaic County Clerk as Instrument 2017016448 (as amended, the "*PWB Mortgage*"), (ii) that certain Assignment of Leases and Rents made by PB Nutclif Master, LLC, as assignor, in favor of PWB, as assignee, dated as of March 28, 2017 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029525 and recorded with the Passaic County Clerk as Instrument 2017016450 (as amended, the "*PWB Assignment*"), and (iii) that certain UCC-1 Fixture Filing Statement recorded with the Essex County Register of Deeds and Mortgages as Instrument 2017029527 and recorded with the Passaic County Clerk as Instrument 2017016451 (as amended, the "*PWB UCC*", and together with the PWB Mortgage and PWB Assignment, the "*PWB Security Instruments*").

(b) Reference is also made to (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement made by PB Nutclif Med, LLC, as mortgagor, in favor of Wells Fargo Trust Company, National Association (formerly known as Wells Fargo Bank Northwest, National Association), as Trustee for the registered certificate

holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), as beneficiary ("*WFB*"), dated as of September 29, 2016 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084406 and with the Passaic County Clerk as Book M14283, Page 55 (the "*WFB Mortgage*"), (ii) that certain Assignment of Leases and Rents made by PB Nutclif Med, LLC, as assignor, in favor of WFB, as assignee, dated as of September 29, 2016 and recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084408 and with the Passaic County Clerk as Book M14283, Page 147 (the "*WFB Assignment*"), and (iii) that certain UCC-1 Fixture Filing Statement recorded with the Essex County Register of Deeds and Mortgages as Instrument 2016084412 and with the Passaic County Clerk as File 96589 (the "*WFB UCC*", and together with the WFB Mortgage and WFB Assignment, the "*WFB Security Instruments*").

(c) For purposes of this Amendment and any further amendments to the Declaration, (i) the definitions above are deemed incorporated into the Declaration, and (ii) PWB Security Instruments and the WFB Security Instruments, as same may be amended or modified from time to time, are referenced collectively and generally as the "*Security Instruments*".

(d) Each of PWB and WFB, by their execution and delivery of this Amendment, agree that their respective Security Instruments are hereby expressly made junior, subordinate and subject to this Amendment; provided, however, that nothing contained in this Amendment is intended to or shall impair the obligations of (i) PB Nutclif Master, LLC, as to the PWB Security Instruments, and (ii) PB Nutclif Med, LLC, as to the WFB Security Instruments; which obligations are absolute and unconditional in accordance with the terms, provisions, and conditions of the applicable Security Instruments.

13. Binding Effect. This Amendment and the Declaration shall run with the land constituting the Campus, and be binding upon and inure to the benefit of Declarant and each Owner, and their respective successors and assigns, tenants and other occupants.

14. Conflicts. To the extent there are any conflicts or discrepancies between this Amendment and the Declaration, the terms of this Amendment shall govern and be binding upon the parties.

15. Ratification of Declaration. Except as modified by this Amendment, the Declaration and all of the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, this Amendment to the Declaration has been executed by Declarant effective as of the Effective Date, in order to subject the Non-MEF Portion of the Campus, and all present and future owners and tenants of any portion of the Non-MEF Portion of the Campus, to all of the terms, covenants and conditions of this Amendment to the Declaration.

WITNESS:

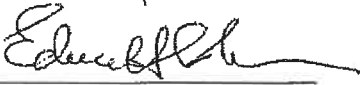
DECLARANT:


PB NUTCLIF MASTER, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC
its Sole Member

By: Prism Nutclif Partners, LLC
its Manager

By: Prism Nutclif Manager, LLC
its sole Member



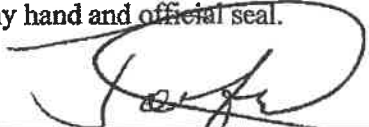
By: 
Name: Eugene Robert Diaz
Title: Manager and Member

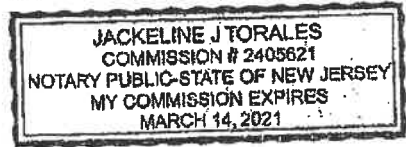
STATE OF NEW JERSEY

COUNTY OF Essex

I HEREBY CERTIFY, that on this 21 day of October, 2020 before me, a Notary Public of the State aforesaid, personally appeared **Eugene Robert Diaz**, who acknowledged himself to be the Manager and Member of **PRISM NUTCLIF MANAGER, LLC**, a Delaware limited liability company, which is the sole Member of Prism Nutclif Partners, LLC, which is the Manager of PB Nutclif I, LLC, which is the sole Member of PB Nutclif Master, LLC, and that he as such Manager and Member executed the foregoing Instrument for the purposes therein contained, by signing his name as Manager and Member and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC



The undersigned, Pacific Western Bank, joins in the execution of this Amendment to the Declaration in order to subordinate the PWB Security Instruments, and all present and future holders of the PWB Security Instruments, to this Amendment to the Declaration.

WITNESS:

PWB:


Name: _____
Walter Scheppe

PACIFIC WESTERN BANK,
a California state-chartered bank

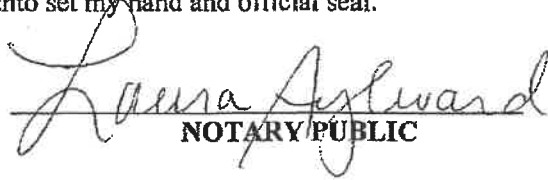
By: 
Name: Elias Bouzakis
Title: SVP, Portfolio Manager

STATE OF Connecticut

COUNTY OF Hartford

I HEREBY CERTIFY, that on this 22nd day of October, 2020, before me, a Notary Public of the State aforesaid, personally appeared Elias Bouzakis, who acknowledged himself to be the SVP, Portfolio Manager of **PACIFIC WESTERN BANK**, a California state-chartered bank, and that he as such SVP, Portfolio Manager executed the foregoing instrument for the purposes therein contained, by signing his name as Elias Bouzakis and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

Laura Aylward
Notary Public-Connecticut
My Commission Expires
February 28, 2024

The undersigned, Wells Fargo Trust Company, National Association (formerly known as Wells Fargo Bank Northwest, National Association), as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), joins in the execution of this Amendment to the Declaration in order to subordinate the WFB Security Instruments, and all present and future holders of the WFB Security Instruments, to this Amendment to the Declaration.

WITNESS:

WFB:

**WELLS FARGO TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Trustee for the registered certificate holders, from
time to time, of the CTL Pass-Through Trust, Series
2016 (HUMC/SHU)

Corey J. Dahlstrand
Name: Corey J. Dahlstrand
Corporate Trust Officer

By: Jessica Wuornos
Name: Jessica Wuornos
Title: Vice President

STATE OF MN
COUNTY OF Hennepin

I HEREBY CERTIFY, that on this 22nd day of OCT, 2020, before me, a Notary Public of the State aforesaid, personally appeared Jessica Wuornos, who acknowledged himself or herself to be the Vice President of **WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION**, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2016 (HUMC/SHU), and that he or she as such Vice President executed the foregoing instrument for the purposes therein contained, by signing his or her name as Jessica Wuornos and that the facts set forth therein are true.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Beth C. Johnson
Beth C. Johnson
NOTARY PUBLIC

