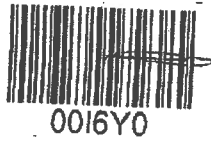


1



0016Y0

RECORD AND RETURN TO:

COMMONWEALTH LAND TITLE
464 Valley Brook Avenue
Lyndhurst, NJ 07071
201-804-8844

NJ PRESERVATION ACCOUNT \$320.00
RECORDING FEES - \$340.00
REORDER OF DEEDS \$3.00
HOMELESSNESS TRUST FUND \$663.00
TOTAL PAID \$663.00
NW: 1173739 USER: SF

KRISTIN M. CORRADO
CLERK
PASSAIC COUNTY
New Jersey
INSTRUMENT NUMBER
2016049765
RECORDED ON
Oct 11 2016
8:48:44 AM
BOOK: D2915
PAGE: 236
Total Pages: 65

23 MO
263
23
263

MARK-OFF



00K10Z

Re-Record

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*")

4083668
KRISTIN M. CORRADO
CLERK
PASSAIC COUNTY
New Jersey

INSTRUMENT NUMBER
2016063876
RECORDED ON
Dec 23, 2016
9:17:22 AM
BOOK: D2964
PAGE: 79
Total Pages: 63

NJ PRESERVATION ACCOUNT \$320.00
RECORDING FEES - \$340.00
REORDER OF DEEDS \$3.00
HOMELESSNESS TRUST FUND \$663.00
TOTAL PAID \$663.00
NW: 1173739 USER: SF

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

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 subprovisions (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 subprovision (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.

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Signature Page to Parking Easement Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

WITNESS:

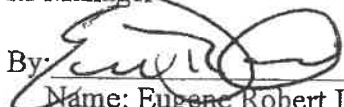
NUTCLIF MASTER:


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 Klausner

WITNESS:

NUTCLIF MED:

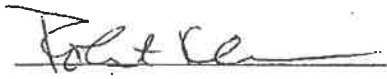
PB NUTCLIF MED, LLC,
a Delaware limited liability company

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 Klausner

[signatures continue on following page]

Signature Page to Parking Easement Agreement


WITNESS:

KINGSLAND:


**KINGSLAND STREET URBAN RENEWAL,
LLC, a New Jersey limited liability company**



Kato Pirra

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


STEPHEN A. URBAN
ATTORNEY AT LAW
STATE OF NEW JERSEY

By: 
Name: A. Gabriel Esteban, Ph.D.
Title: President

[acknowledgements continue on following page]

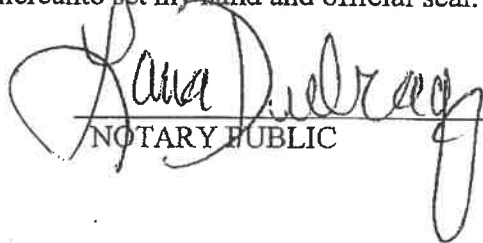
Signature Page to Parking Easement Agreement

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

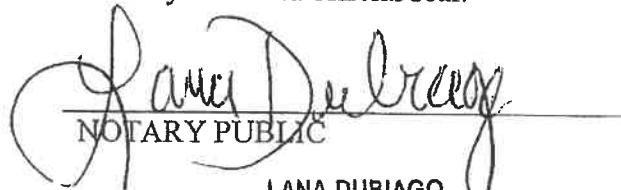
Signature Page to Parking Easement Agreement

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 **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

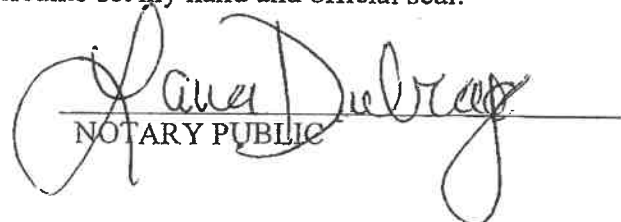
LANA DUBIAGO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/9/2020

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 4039
Warren, NJ 07059

1.732.560.9700

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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Warren, NJ 07059
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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 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 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, reading "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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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, which appears to read 'Francis C. Wecht, Jr.', is written over a horizontal line. The signature is fluid and cursive.

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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Warren, NJ 07069
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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.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07068

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, 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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Warren, NJ 07059

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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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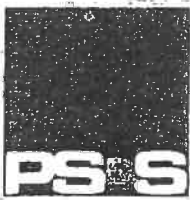


LOT 1, BLOCK 200
TOWNSHIP OF NUTLEY, ESSEX COUNTY
NEW JERSEY

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 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.', 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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Francis C. Wecht, Jr.
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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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Francis C. Wecht, Jr.
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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**.

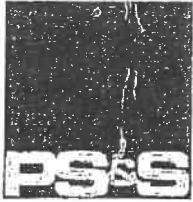
Containing an area of 22,087 square feet or 0.507 acres more or less.

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

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.

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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 $66^{\circ}58'10''$ 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, which appears to read '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 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.

Francis C. Wecht, Jr.
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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.

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

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

t. 732.560.9700



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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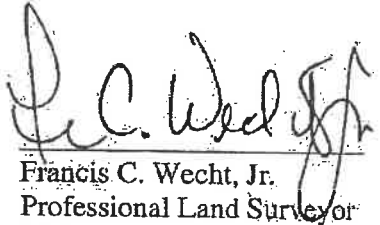


8. Along the same, on a curve to the left having a radius of 180.00 feet, an arc length of 44.93 feet, whose chord bears North 14°22'40" West, a chord distance of 44.81 feet to the point and **PLACE OF BEGINNING**.

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.



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.

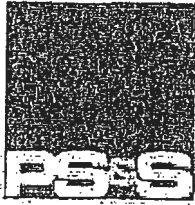
Subject to any easements or restrictions of record which an accurate title search may discover.

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.

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

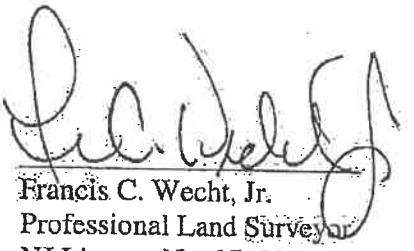
BEGINNING at a point, said point being the terminus point of the course No. 1 of Lot 1.02 in Block 300, and running thence.

1. North 31°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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August 1, 2016.

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

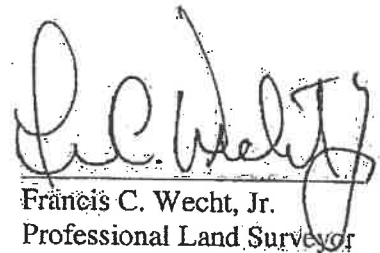
BEGINNING at a point, said point being the terminus point of the course No. 3 of Lot 1.02 in Block 300, and running thence.

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**

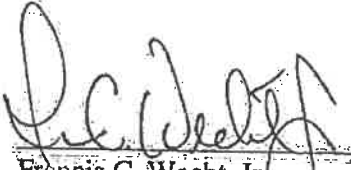
BEGINNING at a point, along the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 99.25 feet on a bearing of South 54°41'40" East, from the intersection of the easterly line of Lot 3 in Block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

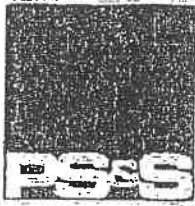
Subject to any easements or restrictions of record which an accurate title search may discover.

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.


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

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

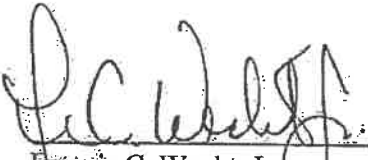
BEGINNING at a point, in the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 440.23 feet on a bearing of North 54°41'40" West, from the intersection of the westerly line of Lot 12 in Block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


Francis C. Wecht, Jr.
Professional Land Surveyor
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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.

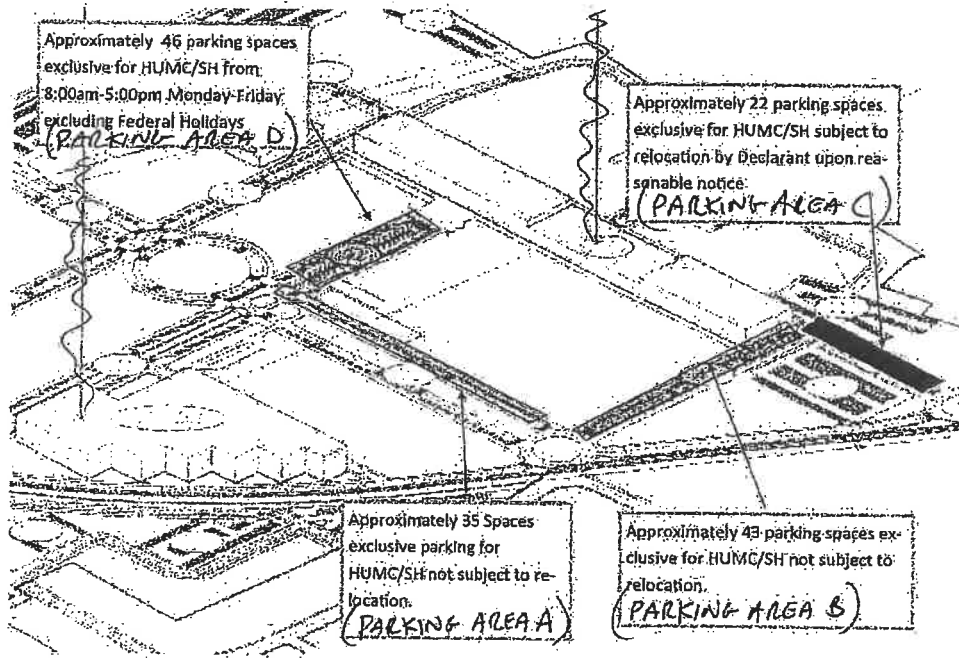
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Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
August 1, 2016.

EXHIBIT C

PARKING AREAS



2



Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK GRAND STREET ROOM 113 PATERSON NJ 07501	Transaction Identification Number	4780749 4593736
	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

DANIELLE IRELAND-IMHOF
 CLERK
 PASSAIC COUNTY
 New Jersey

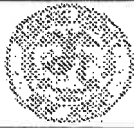
 INSTRUMENT NUMBER
 2020060042
 RECORDED ON
 Nov 20, 2020
 8:56:31 AM
 BOOK:D3910 PAGE:66
 Total Pages: 21

 NJ PRESERVATION \$100.00
 ACCOUNT
 RECORDING FEES - \$120.00
 RECORDER OF DEEDS
 HOMELESSNESS TRUST FUND \$2.00
 - CODE BLUE INITIATIVE
 HOMELESSNESS TRUST FUND \$3.00
 TOTAL PAID \$225.00
 INV: 1411870 USER: LH

Submission Date <i>(mm/dd/yyyy)</i>		11/18/2020
No. of Pages <i>(excluding Summary Sheet)</i>		19
Recording Fee <i>(excluding transfer tax)</i>		\$225.00
Realty Transfer Tax		\$0.00
Total Amount		\$225.00
Document Type	DEED-EASEMENT	
Electronic Recordation Level		L2 - Level 2 (With Images)
Municipal Codes		CLIFTON CITY 02
		A3BC3A

Additional Information (Official Use Only)

* DO NOT REMOVE THIS PAGE.
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF PASSAIC COUNTY FILING RECORD.
 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		09/30/2020			
	Reference Info					
	Book ID		Book	Beginning Page	Instrument No.	Recorded/File Date
			Name		Address	
			PB NUTCLIF MASTER LLC			
			Name		Address	
			PB NUTCLIF MED LLC KINGSLAND STREET URBAN RENEWAL LLC			
	Parcel Info					
Property Type		Tax Dist.	Block	Lot	Qualifier	

* 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-IMHOF CLERK PASSAIC COUNTY New Jersey	
INSTRUMENT NUMBER 2020060042	
RECORDED ON NOV 20, 2020	
8:56:31 AM	
BOOK:D3910 PAGE:66	
Total Pages: 21	
NJ PRESERVATION ACCOUNT	\$100.00
RECORDING FEES -	\$120.00
RECORDER OF DEEDS HOMELESSNESS TRUST FUND	\$2.00
J CODE BLVD INITIATIVE HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$225.00
INV: 1411870 USER: LH	

RECORD AND RETURN TO:

Fox Rothschild LLP
 49 Market Street
 Morristown, New Jersey 07960
 Attention: Robert A. Klausner, Esq.

AMENDED AND RESTATED FIRST AMENDMENT TO PARKING EASEMENT AGREEMENT

THIS AMENDED AND RESTATED FIRST AMENDMENT TO PARKING EASEMENT AGREEMENT (this "*Amendment*") is dated and effective as of the 30th day of September 2020 (the "*Effective Date*"), by **PB NUTCLIF MASTER, LLC**, a Delaware limited liability company ("*Nutclif Master*"), having an address at 200 Metro Boulevard, Suite 1300, Nutley, New Jersey 07110, **PB NUTCLIF MED, LLC**, a Delaware limited liability company ("*Nutclif Med*"), having an address at 200 Metro Boulevard, Suite 1300, Nutley, New Jersey 07110, and **KINGSLAND STREET URBAN RENEWAL, LLC**, a New Jersey limited liability company ("*Kingsland*"), having an address at 30 Prospect Avenue, Hackensack, New Jersey 07601.

RECITALS

WHEREAS, Nutclif Master is the owner of that certain real property designated as Block 80.02, Lot 4.04 on the official tax maps of the City of Clifton, Passaic County, New Jersey, and that certain real property designated as Block 300, Lot 1 on the official tax maps of the Township of Nutley, Essex County, New Jersey (collectively, the "*Land*"), which Land is located within the ON3 Campus (formerly known as 340 Kingsland Street) (the "*Campus*");

WHEREAS, pursuant to that certain Lease Agreement dated as of July 13, 2016 (the "*Lease*"), Nutclif Med, as landlord, leases to Kingsland, as tenant, certain premises located at the real property known as Building 123 and Building 123A, designated as Block 80.02, Lots 4.01, 4.02 and 4.03 on the official tax maps of the City of Clifton, Passaic County, New Jersey, and Block 300, Lots 1.01, 1.02, 1.03 and 1.04 on the official tax maps of the Township of Nutley, Essex County, New Jersey (the "*Leased Premises*");

WHEREAS, Nutclif Master, Nutclif Med and Kingsland entered into that certain Parking Easement Agreement dated September 29, 2016, and recorded on September 30, 2016 in the Essex County Register's Office as Instrument No. 2016084380, and recorded on October 11, 2016 in the Passaic County Clerk's Office as Deed Book 2964, Page 79 (the "*Parking Agreement*");

WHEREAS, pursuant to the Parking Agreement, and subject to the terms and conditions of the Lease, Nutclif Master granted Nutclif Med certain easements and related rights to use and access certain parking areas on the Nutclif Master Property, as such property is more particularly described in Exhibit A of the Parking Agreement, for the benefit of both the Nutclif Med Property, as such property is more particularly described in Exhibit B of the Parking Agreement, and the Kingsland Parties (as such term is defined in the Parking Agreement), in connection with Kingsland's use and occupancy of the Leased Premises;

WHEREAS, Nutclif Master desires to construct and maintain bus shelters in Parking Area B (as such term is defined in the Parking Agreement) for the purposes of servicing bus routes and accommodating passengers waiting for buses or other forms of transportation ("*Bus Shelters*");

WHEREAS, the parties also entered into that certain First Amendment to Parking Easement Agreement dated June 1, 2018, and recorded on July 13, 2018 in the Essex County Register's Office as Instrument No. 2018060047, and recorded on August 1, 2018 in the Passaic County Clerk's Office as Deed Book 3365, Page 43 (the "*Original First Amendment*");

WHEREAS, the parties desire to amend and restate the Original First Amendment in order to clarify that Parking Area B shall be released upon a Parking Replacement Event (as defined below) as opposed to "Parking Area A"; and

WHEREAS, in consideration for the covenant to provide replacement parking spaces at the Campus as more particularly described hereunder, Nutclif Med and Kingsland, as beneficiaries under the Parking Agreement, have agreed to release and waive their respective rights to that certain exclusive easement to use approximately thirty (30) parking spaces in said Parking Area B.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby supplement and amend the Parking Agreement as follows:

1. **Incorporation of Recitals: Definitions.** The recitals set forth above are hereby incorporated into this Amendment by this reference. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Parking Agreement.

2. **Amendment and Restatement of First Amendment.** This Amendment shall amend, restate and supersede the Original First Amendment in its entirety.

3. **Nutclif Master Property.**

(a) The definition of "*Nutclif Master Property*" in the first (1st) recital of the Parking Agreement is hereby deleted in its entirety and replaced with the following: "that certain real property designated as Block 80.02, Lot 4.04 on the official tax maps of the City of Clifton, Passaic County, New Jersey, and that certain real property designated as Block 300, Lot 1 on the official tax maps of the Township of Nutley, Essex County, New Jersey".

(b) The definition of "*Complex*" in the second (2nd) recital of the Parking Agreement is hereby deleted in its entirety and replaced with the following: "that certain real property designated as (a) 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; and Block 300, Lots 1 and 20 on the official tax maps of the Township of Nutley, Essex County, New Jersey; and (b) Block 300, Lots 1.01, 1.02, 1.03 and 1.04 on the official tax maps of the Township of Nutley, Essex County, New Jersey and that certain real property designated as

Block 80.02, Lots 4.01, 4.02 and 4.03 on the official tax maps of the City of Clifton, Passaic County, New Jersey.

(c) Exhibit A to the Parking Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

4. Parking Areas.

(a) Exhibit C to the Parking Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto.

(b) Section 2(a) of the Parking Agreement is hereby deleted in its entirety and replaced with the following:

“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 any and all parking spaces located along the portion of the eastern boundary of Metro Boulevard between Medicine Lane and Prism Way (“Parking Area A”); (ii) an exclusive easement to use approximately thirty (30) parking spaces in the area labeled “Parking Area B” on Exhibit C attached hereto, commonly known as “Medicine Lane” (“Parking Area B”); (iii) an exclusive easement to use approximately fifteen (15) 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 fifty-five (55) 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, 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.”

(c) The phrase “twenty-two (22) parking spaces in an alternative location at the Complex” in Section 2(b) of the Parking Agreement is hereby deleted in its entirety and replaced with the phrase “fifteen (15) parking spaces in an alternative location at the Complex (for so long as such portion or portions of the Complex are owned by PB Nutclif Master, LLC or its affiliate)”.

(d) The phrase “in alternative locations within the Complex” in the second (2nd) to last sentence of Section 2(e) is hereby deleted in its entirety and replaced with the following “in

alternative locations within the Complex (for so long as such portion or portions of the Complex are owned by PB Nutclif Master, LLC or its affiliate)".

5. Right to Release of Parking Area B.

(a) Upon the occurrence of a Parking Replacement Event (as such term is defined below), any and all right, title and interest of Nutclif Med and Kingsland in and to that certain exclusive easement to use approximately thirty (30) parking spaces in Parking Area B, commonly referred to as "Medicine Lane" (the "*Parking Area B Easement*") shall be deemed automatically released, extinguished, waived and forever discharged. As used herein, the term "*Parking Replacement Event*" shall mean: (i) the determination by Nutclif Master that Parking Area B shall be reserved for the use of Bus Shelters or any similar vehicular mass transit system serving the Campus; and (ii) the execution and delivery by Nutclif Master or Nutclif Med of an easement agreement in recordable form (an "*Alternative Parking Agreement*") pursuant to which Nutclif Master, Nutclif Med, or any of their respective successors and assigns of their respective fee interests in the Land and the Leased Premises, as the case may be, grants the Kingsland Parties (as defined in the Parking Agreement) the exclusive right to utilize thirty (30) or more parking spaces in an area or areas located on the Campus (collectively, the "*Alternative Parking B Areas*") that are acceptable to Kingsland in the exercise of its reasonable discretion. The Alternative Parking B Areas shall be in a location or locations reasonably approved by Nutclif Master, Nutclif Med and Kingsland, and may include areas on or adjacent to Metro Boulevard, Ideation Way, Prism Way, or within any parking structure serving the Campus, whether currently existing or to be constructed. Following a Parking Replacement Event, at the request of any party hereto, the parties shall record the Alternative Parking Agreement in the Passaic County Clerk's Office and the Essex County Register's Office for the purposes of confirming the release of the Parking Area B Easement and designating the location or locations of the Alternative Parking B Areas.

(b) Upon the occurrence of a Parking Replacement Event, Section 2(a) of the Parking Agreement shall be deleted in its entirety and replaced with the following:

"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 any and all parking spaces located along the portion of the eastern boundary of Metro Boulevard between Medicine Lane and Prism Way ("*Parking Area A*"); (ii) an exclusive easement to use approximately fifteen (15) parking spaces in the area labeled "Parking Area C" on *Exhibit C* attached hereto ("*Parking Area C*"); and (iii) a non-exclusive easement to use, in common with all other tenants and occupants of the Complex, approximately fifty-five (55) parking spaces in the area labeled "Parking Area D" on *Exhibit C* attached hereto ("*Parking Area D*" and, together with Parking Area A and Parking Area C, the "*Parking Areas*"). For the avoidance of doubt, Parking Area B shown on *Exhibit C* is not within 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."

6. Notices.

(a) Section 12(a) of the Parking Agreement is hereby amended and modified to delete the notice address for Nutclif Master in its entirety and replacing such address with the following:

"PB Nutclif Master, LLC
c/o Prism Capital Partners, LLC
200 Metro Boulevard, Suite 1300
Nutley, New Jersey 07110
Attention: Eugene R. Diaz
E-Mail: eugene.diaz@prismpartners.net

with a copy to:

Fox Rothschild LLP
49 Market Street
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.
E-Mail: rklausner@foxrothschild.com"

(b) Section 12(a) of the Parking Agreement is hereby amended and modified to delete the notice address for Nutclif Med in its entirety and replacing such address with the following:

"PB Nutclif Med, LLC
c/o Prism Capital Partners, LLC
200 Metro Boulevard, Suite 1300
Nutley, New Jersey 07110
Attention: Eugene R. Diaz
E-Mail: eugene.diaz@prismpartners.net

with a copy to:

Fox Rothschild LLP
49 Market Street
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.
E-Mail: rklausner@foxrothschild.com

7. Miscellaneous.

(a) Except as modified by this Amendment, the Parking Agreement and all of the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed.

(b) The covenants, agreements, terms, provisions and conditions contained in this Amendment shall bind the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) If any provision of this Amendment shall be deemed to be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby.

(d) This Amendment shall be governed by and construed in accordance with the laws of the State of New Jersey.

(e) This Amendment 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.

(f) 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 Amendment by Kingsland have been duly and validly authorized by its manager, representative(s) or members to the extent required by its operating agreement and applicable law; (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 Amendment; and (iii) the individual (or individuals) who executes and delivers this Amendment on behalf such party is authorized to do so.

[Remainder of page left blank intentionally. Signature page follows.]

Signature Page to Amended and Restated First Amendment to Parking Easement Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day, month and year first above written.

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 sole Member

By:


Name: Eugene Robert Diaz
Title: Manager and Member

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 sole Member

By:


Name: Eugene Robert Diaz
Title: Manager and Member

[Signatures continue on the following page.]

Signature Page to Amended and Restated First Amendment to Parking Easement Agreement

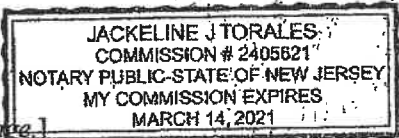
STATE OF NEW JERSEY

COUNTY OF ESSEX

I HEREBY CERTIFY, that on this 30 day of September 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 each of PB Nutclif Master, LLC and PB Nutclif Med, LLC, and that he as such Manager and Member executed the foregoing Amendment 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 the following page.]

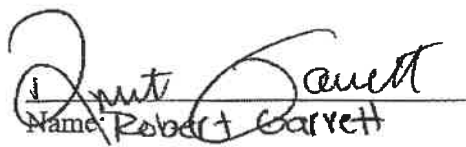
Signature Page to Amended and Restated First Amendment to Parking Easement Agreement

KINGSLAND:

KINGSLAND STREET URBAN RENEWAL, LLC,
a New Jersey limited liability company

By: HMH Hospitals Corporation,
a New Jersey non-profit corporation,
as successor to Hackensack University Medical
Center,
a Member

By: Hackensack Meridian Health, Inc.,
a New Jersey corporation,
its sole Member

By: 
Name: Robert Barrett
Title: CEO

[Acknowledgements begin on the following page.]

Signature Page to Amended and Restated First Amendment to Parking Easement Agreement

STATE OF NEW JERSEY

COUNTY OF Middlesex

I HEREBY CERTIFY, that on this 28th day of September 2020, before me, a Notary Public of the State aforesaid, personally appeared Robert Garrett who acknowledged himself to be the CEO of HACKENSACK MERIDIAN HEALTH, INC., a New Jersey corporation, which is the sole Member of HMH Hospitals Corporation, a New Jersey non-profit corporation, which is a Member of Kingsland Street Urban Renewal, LLC, a New Jersey limited liability company, and that he as such Robert Garrett executed the foregoing Amendment for the purposes therein contained, by signing his name as Robert Garrett and that the facts set forth therein are true.

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

Rachel Wiesner
NOTARY PUBLIC

Rachel Wiesner
Notary Public
New Jersey
My Commission Expires 5-2-22
No. 50059906

EXHIBIT A

EXHIBIT A

NUTCLIF MASTER PROPERTY

(Attached)



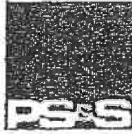
LOT 4.04, BLOCK 80.02
CITY OF CLIFTON, PASSAIC COUNTY
NEW JERSEY

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;

578 Mountain Blvd East
PO Box 4039
Warren, NJ 07059
1.732.640.8780

2020060042/Inst/NEW JERSEY/CITY OF CLIFTON/BLOCK 80.02/LOT 4.04 (continued)



12. Along the same, North 43°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°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°39'32" East, a chord distance of 11.02 feet to a point, thence;
15. Along the same, South 43°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°53'45" west, a distance of 7.26 feet to a point thence;
17. Along the southerly line of Water Street, South 44°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°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.

COPIED FROM THE ORIGINAL RECORD OF THE COUNTY OF JERSEY



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.' with a stylized flourish at the end.

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

P:\2016\10\20\2016060042\LEGAL DESCRIPTION\BLOCK 80.02 LOT 4.04 Cont'd.dwg



**LOT 1, BLOCK 300
(REMAINING LANDS)
TOWNSHIP OF NUTLEY
ESSEX COUNTY
NEW JERSEY**

BEGINNING at a point on the northeasterly corner of Lot 1 in Block 300, said point also being in the municipal boundary between the Township of Nutley, Essex County and the City of Clifton, Passaic County, and running thence;

1. Along the easterly line of Lot 1 in Block 300, South $37^{\circ}37'51''$ West, a distance of 2.10 feet to a point, thence;
2. North $58^{\circ}05'32''$ West, a distance of 384.29 feet to a point, thence;
3. South $31^{\circ}56'58''$ West, a distance of 69.21 feet to a point of curvature, thence;
4. On a curve to the right, having a radius of 428.22 feet, an arc length of 27.24 feet, whose chord bears South $33^{\circ}25'54''$ West, a chord distance of 27.24 feet to a point of tangency, thence;
5. South $35^{\circ}15'15''$ West, a distance of 8.00 feet to a point, thence;
6. North $54^{\circ}40'02''$ West, a distance of 3.50 feet to a point, thence;
7. South $34^{\circ}55'13''$ West, a distance of 93.91 feet to a point, thence;
8. North $57^{\circ}11'05''$ West, a distance of 5.31 feet to a point, thence;
9. South $31^{\circ}55'07''$ West, a distance of 407.01 feet, to a point, thence;
10. South $58^{\circ}02'17''$ East, a distance of 5.00 feet to a point, thence;
11. South $31^{\circ}57'43''$ West, a distance of 226.00 feet to a point, thence;
12. North $58^{\circ}02'17''$ West, a distance of 1.50 to a point, thence;
13. South $31^{\circ}57'43''$ West, a distance of 38.41 feet to a point of cusp, thence;
14. On a curve to the left, having a radius of 36.80 feet, an arc length of 10.49 feet, whose chord bears South $23^{\circ}29'51''$ West, a chord distance of 10.45 feet to a point of compound curvature, thence;
15. On a curve to the left, having a radius of 139.20 feet, an arc length of 120.17 feet, whose chord bears South $09^{\circ}41'50''$ East, a chord distance of 116.47 feet, to a point of compound curvature, thence;

DRD Muenich Blvd Est
PO Box 1029
Warren, NJ 07059
t. 732 660.9700

C:\Users\jgustor\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\6K10D\BLOCK_300 LOT 1 LANDS REMAINING.Dwg



16. On a curve to the left, having a radius of 73.12 feet, an arc length of 20.51 feet, whose chord bears South 42°45'56" East, a chord distance of 20.45 feet to a point compound curvature, thence;
17. On a curve to the left, having a radius of 415.98 feet, an arc length of 68.78 feet, whose chord bears South 55°32'23" East, a chord distance of 68.70 feet to a point of tangency, thence;
18. South 60°16'35" East, a distance of 3.95 feet to a point in the northerly right-of-way line of Kingsland Street (variable width R.O.W.), thence, along said northerly right-of-way line, the following two (2) courses;
19. South 69°49'08" East, a distance of 26.55 feet to a point of curvature, thence;
20. On a curve to the right, having a radius of 415.00 feet, an arc length of 190.12 feet, whose chord bears North 56°41'42" West, a chord distance of 188.56 feet to a point of cusp, thence;
21. North 31°54'46" East, a distance of 381.11 feet, to a point, thence;
22. North 58°05'14" West, a distance of 532.34 feet to a point, thence;
23. North 30°52'52" East, a distance of 65.01 feet to a point, thence;
24. South 58°05'14" East, a distance of 533.51 feet to a point, thence;
25. North 31°54'46" East, a distance of 557.95 feet to a point on the municipal boundary line, thence;
26. Along said municipal line, South 54°41'40" East, a distance of 440.23 to the **POINT OF BEGINNING.**

Containing an area of 89,432 square feet or 2.053 acres more or less.

Being portion of Lots I & 20, in Block 300 as shown on a map entitled "Preliminary & Final Major Subdivision, Proposed Lots "Y" & "Z", Block 300, Block 300, Lots I and 20, Township of Nutley, Essex County, New Jersey," prepared by Paulus, Sokolowski and Sartor, LLC.

Jaroslava Vonder
Professional Land Surveyor
NJ License No. 34023
September 11, 2018

C:\Users\jvonder\AppData\Local\Microsoft\Windows\Installer\Content\disk0\B110961B\B110961B.D01 K 100 LOT I LANDS REMAINING.Dwg

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C
EXHIBIT C
PARKING AREAS
(Attached)

3



00MDU1

13
CF
163
118,475



Passaic County Document Summary Sheet



County Clerk, Registry Division 401 Grand Street Room 113 Paterson, NJ 07505	Return Name and Address Commonwealth Land Title Company, LLC 464 Valley Brook Avenue Lyndhurst, NJ 07071
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Official Use Only

Submitting Company	Commonwealth Land Title Company, LLC
Document Type	Deed
Document Date (mm/dd/yyyy)	11/06/2018
No. of Pages of the Original Signed Document (Including the cover sheet)	13
Consideration Amount (If applicable)	\$10,000,000.00

Official Use Only

ANIELLE IRELAND-IMHOFF
 CLERK
 PASSAIC COUNTY
 New Jersey
 INSTRUMENT NUMBER
 2018053910
 RECORDED ON
 Nov 28, 2018
 11:44:04 AM
 BOOK: D3457
 PAGE: 224
 Total Pages: 13

COUNTY REALTY TAX	\$10,000.00
COUNTY REALTY TAX - PHPPA	\$5,000.00
N.J. PRESERVATION ACCOUNT	\$70.00
RECORDING FEES - RECORDER OF DEEDS	\$90.00
STATE REALTY TAX	\$25,000.00
STATE REALTY TAX - EAA	\$22,450.00
STATE REALTY TAX - GENERAL PURPOSE	\$41,100.00
NJAHTF	\$14,775.00
HOMELESSNESS TRUST FUND	\$7.00
TOTAL PAID	\$118,438.00
INV: 1296357	

First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s) (Last Name First Name Middle Initial Suffix) (or Company Name as written)	Address (Optional)
	PB Nutclif Master, LLC	
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s) (Last Name First Name Middle Initial Suffix) (or Company Name as written)	Address (Optional)
	Isabella Street Urban Renewal, LLC	

Municipality	Block	Lot	Qualifier	Property Address
Clifton	79.04	10 and 21		1153 Bloomfield Avenue
Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

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

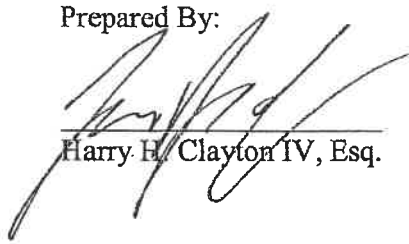
N+R!

COMMONWEALTH LAND TITLE
464 Valley Brook Avenue
Lyndhurst, NJ 07071
201-804-8844

17-197

DEED

Prepared By:


Harry H. Clayton IV, Esq.

This Deed is made as of November 6th, 2018.

BETWEEN

PB NUTCLIF MASTER, LLC, a Delaware limited liability company, having an office at c/o Prism Capital Partners, LLC, 200 Broadacres Drive, Bloomfield, New Jersey 07003, referred to as the Grantor,

AND

ISABELLA STREET URBAN RENEWAL, LLC, a New Jersey limited liability company having an office at 500 Plaza Drive, Secaucus, New Jersey 07094, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

"Transfer of Ownership". The Grantor grants and conveys (transfers ownership of) the Property described below to the Grantee. This transfer is made for the sum of TEN MILLION and 00/100 DOLLARS (\$10,000,000.00). The Grantor acknowledges receipt of this money.

Tax Map Reference (N.J.S.A. 46:26A-3). Block 79.04, Lots 10 and 21 in the City of Clifton (the "Property").

Property. The Property consists of land in the City of Clifton, County of Passaic, State of New Jersey described on Schedule A attached hereto. Being also described in accordance with a survey drawn by Langan Engineering, and Environmental Services, Inc., dated February 28, 2018 and last revised September 11, 2018, on Schedule B attached hereto, provided that Seller make no representations or warranties whatsoever with respect to the property as described on Schedule B attached hereto but simply transfers whatever interest the Grantor has in such property to the Grantee.

This conveyance is made subject to any and all covenants, easements and restrictions of record affecting the Property, any and all subsurface conditions, all governmental laws, ordinances and regulations regarding the use of the Property, and any state of facts which an accurate survey of the Property might show.

Being all or a portion of the premises conveyed to Grantor by Deed from Hoffmann-La Roche Inc. dated as of September 29, 2016 and recorded on October 11, 2016 in Deed Book 2915 page

1, and re-recorded on December 23, 2016 with the Clerk of Passaic County as instrument number 2016063867 in Book D2961, Page 225.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property other than matters of record. This promise is called a “covenant as to grantor’s acts” (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Condemnation Covenant. This conveyance is subject to the restriction (“Condemnation Restriction”) that in no event shall Grantee, directly or indirectly or by any means whatsoever, consent or agree to the condemnation, or enter into any agreement providing for the condemnation, by any Condemning Authority (hereafter defined) of the Environmental Declaration (hereafter defined). “Condemning Authorities” means the Township of Nutley, the City of Clifton, or any other governmental authority or agency vested with the power of eminent domain. “Environmental Declaration” means that certain Declaration of Environmental Easements and Restrictions dated as of September 29, 2016 and recorded on December 23, 2016 with the Clerk of Passaic County as instrument number 2016063865, Book D2961, Page 152. This Condemnation Restriction runs with the Property and is binding upon Grantee, its successors and assigns and any person or party acquiring any interest in the Property or any portion thereof, including but not limited to any tenant or tenants acquiring a leasehold interest in the Property or any portion thereof.

Parking Covenant. Grantor covenants and agrees for itself, its successors and assigns, that the property conveyed herein shall not utilized as an “Alternative Parking Area” pursuant to the terms of the Parking Area Easement between Grantor, PB Nutclif Med, LLC and Kingsland Street Urban Renewal, LLC or the First Amendment to Parking Easement Agreement between those same parties recorded in the office of the Passaic County Clerk on September 30, 2016 in book D2915 at page 236 et seq. and on August 1, 2018 in book D3365 at page 43 et seq., respectively.

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Signatures. The Grantor signs this Deed as of the date at the top of the first page.

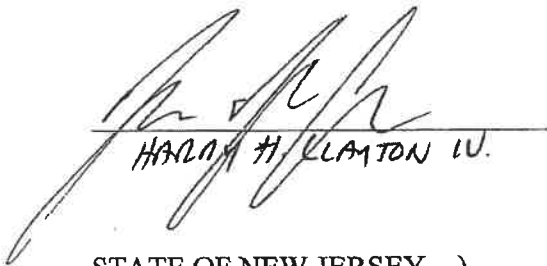
WITNESS:

PB NUTCLIF MASTER, LLC,
a Delaware limited liability company

By: PB Nutclif I, LLC,
a Delaware limited liability company,
its Sole Member

By: Prism Nutclif Partners, LLC,
a Delaware limited liability company,
its Manager

By: Prism Nutclif Manager, LLC,
a Delaware limited liability company,
its Sole Member



HAROLD H. CLAYTON IV.


By: 

Name: Eugene R. Diaz
Title: Manager and Member

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

I HEREBY CERTIFY, that on this 6th day of November, 2018, before me, personally appeared **EUGENE R. DIAZ**, the Manager and Member of Prism Nutclif Manager, LLC, a Delaware limited liability company, the Sole Member of Prism Nutclif Partners, LLC, a Delaware limited liability company, the Manager of PB Nutclif I, LLC, a Delaware limited liability company, the Sole Member of PB Nutclif Master, LLC, a Delaware limited liability company, who, I am satisfied, is the person who has signed the within instrument, and I having first made known to him the contents thereof he thereupon acknowledged that he signed and delivered the said instrument on behalf of said limited liability company.

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



HAROLD H. CLAYTON IV
ATTORNEY AT LAW IN THE
STATE OF NEW JERSEY

RECORD & RETURN TO:
COMMONWEALTH LAND TITLE
464 Valley Brook Avenue
Lyndhurst, NJ 07071
201-804-8844

17-197

EXHIBIT A
LEGAL DESCRIPTION

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**.

(Continued)

[CONTINUES ON NEXT PAGE]

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;
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°18'52" West, a distance of 10.31' to a point, running thence;

(Continued)

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.**

EXHIBIT B
Surveyed Legal Description
(See Attached)

Beginning at a point in the easterly sideline of Bloomfield Avenue (50 feet wide) where the same is intersected by the division line between lands herein described and Block 79.04 Lot 26, lands n/f Markgold L.P. as described in Deed Book V-137 at Page 244, Parcel I, distant 251.06 feet on a bearing of South 24°06'53" East from the intersection of said easterly sideline of Bloomfield Avenue with the southerly sideline of Isabella Street (50 feet wide), and running; thence

1. Along said easterly sideline of Bloomfield Avenue, North 24°06'38" East, a distance of 51.06 feet to a point where the same is intersected by the division line between lands herein described and lands n/f of the International Brotherhood of Electrical Workers, Local 1158, Pension Fund as described in Deed Book Q120 at Page 344; thence
2. Along said division line and then along lands n/f of Markgold L.P. as described in Deed Book V-137 at Page 244, Parcel II, being Block 79.04 Lot 19, and also along a private drive, South 54°11'22" East, a distance of 311.59 feet to a point of curvature; thence
3. Continuing along said Lot 19 and private drive and along a curve to the right having a radius of 363.10 feet, an arc length of 170.74 feet and a central angle of 26°56'30", and being subtended by a chord which bears South 40°43'07" East, a distance of 169.17 feet to a point of tangency; thence
4. Continuing along said Lot 19 and private drive, South 27°14'52" East, a distance of 48.16 feet to a point; thence
5. Continuing along the division line between lands herein described and said Lot 19, North 24°06'38" East, a distance of 262.53 feet to a pin and cap, identified "PS&S," found in the southerly sideline of Isabella Street (50 feet wide), said point being distant 506.36 feet on a bearing of South 54°11'22" East from the intersection of said southerly sideline of Isabella Street with the easterly sideline of Bloomfield Avenue (50 feet wide); thence
6. Along said southerly sideline of Isabella Street, South 54°11'22" East, a distance of 175.15 feet to a pin and cap, identified as aforesaid, found; thence
7. Along the easterly terminus of said Isabella Street, North 24°06'38" East, a distance of 51.06 feet to a point in the northerly sideline of said Isabella Street; thence
8. Along the division line between lands herein described and lands n/f of MFG Realty LLC as described in Deed Book 1958 at Page 74, being Block 79.04 Lot 6, North 20°55'08" East, a distance of 307.76 feet to a point in the southerly line of lands n/f of the City of Jersey City, being Block 79.04 Lot 2; thence
9. Along said southerly line, South 59°48'22" East, a distance of 399.00 feet to a pin and cap, identified as aforesaid, found in the westerly line of lands n/f of Norfolk Southern, formerly Pennsylvania Lines LLC, as described in Deed Book Z-162 at Page 97, being Block 79.02 Lot 1; thence
10. Along said westerly line, South 08°03'48" West, a distance of 684.55 feet to a point of curvature; thence
11. Continuing along said westerly line and along a curve to the left having a radius of 1935.08 feet, an arc length of 256.28 feet and a central angle of 07°35'17", and being subtended by a chord which bears South 04°16'10" West, a distance of 256.09 feet to a point in the division line between the City of Clifton in Passaic County and the Township of Nutley in Essex County; thence
12. Along said division line and along lands n/f PB Nutclif Master, LLC as described in Instrument No. 2016083454, being Block 200 Lot 2, the northerly terminus of Windsor Place (50 feet wide), lands of said PB Nutclif Master, LLC as described in Instrument No. 2016083454, being Block 102 Lot 2, along lands of Shields as described in Deed Book

5553 at Page 807, being Block 102 Lot 1, the northerly terminus of Kenzel Avenue (50 feet wide), lands of Sarabando as described in Deed Book 6183 at Page 344, being Block 101 Lot 2, and lands of Montrose, being Block 101 Lot 1, North 55°11'22" West, a distance of 862.66 feet to a point in same (N.B. this course passes over a nail with disk, identified as aforesaid, at a distance of 161.0 feet from the beginning of this course and a pin with cap, identified as aforesaid, at a distance of 211.0 feet from the beginning of this course); thence

13. Continuing along said Montrose, North 54°18'52" West, a distance of 10.31 feet to a point where the same is intersected by the division line between lands herein described and said lands of Markgold L.P., Block 79.04 Lot 26; thence

The last four (4) courses are along said Markgold L.P.:

14. North 24°06'38" East, a distance of 153.82 feet to a pin and cap, identified as aforesaid, found; thence

15. Along said private drive, North 27°14'52" West, a distance of 49.10 feet to a point of curvature; thence

16. Continuing along said private drive and along a curve to the left having a radius of 313.10 feet, an arc length of 147.23 feet, and a central angle of 26°56'30", and being subtended by a chord which bears North 40°43'07" West, a distance of 145.87 feet to a point of tangency; thence

17. Continuing along said private drive, North 54°11'22" West, a distance of 301.24 feet to the point and place of BEGINNING.

Encompassing an area of 538,476 square feet or 12.362 acres, more or less.

This description is prepared in accordance with a map entitled, "ALTA/NSPS Land Title Survey, Quest Diagnostics, Block 79.04 Lot Nos. 10 & 21, City of Clifton, Passaic County, New Jersey", dated February 28, 2018 and revised to September 11, 2018, prepared by Langan Engineering and Environmental Services, Inc., Parsippany, New Jersey.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

PB Nutcliff Master, LLC

Current Street Address

200 Broadacres Drive

City, Town, Post Office Box

Bloomfield

State

NJ

Zip Code

07003

PROPERTY INFORMATION

Block(s)

79.04

Lot(s)

10 & 21

Qualifier

Street Address

1153 Bloomfield Avenue

City, Town, Post Office Box

Clifton

State

NJ

Zip Code

07012

Seller's Percentage of Ownership

100%

Total Consideration

\$10,000,000.00

Owner's Share of Consideration

\$10,000,000.00

Closing Date

11/6/18

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

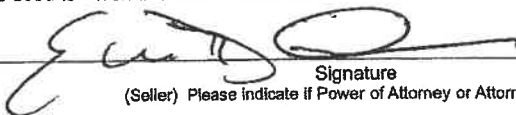
1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
 Seller did not receive non-like kind property.
8. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

November 6, 2018
Date

Date


Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

HUDSON

County Municipal Code
1602

FOR RECORDER'S USE ONLY

Consideration \$10,000,000
RTF paid by seller
Date 11/18/15

MUNICIPALITY OF PROPERTY LOCATION City of Clifton

*Use symbol 'C' to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Eugene R. Diaz, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Corporate Officer in a deed dated November 10, 2018 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 79.04 Lot number 10 & 21 located at 1153 Bloomfield Avenue, Clifton, New Jersey and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 10,000,000.00 (Instructions #1 and #5 on reverse side) [X] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) [] 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) [] legally blind or; *
DISABLED PERSON Grantor(s) [] permanently and totally disabled [] receiving disability payments [] not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[] Owned and occupied by grantor(s) at time of sale. [] Resident of State of New Jersey.
[] One or two-family residential premises. [] Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

- C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
[] Affordable according to H.U.D. standards. [] Reserved for occupancy.
[] Meets income requirements of region. [] Subject to resale controls.

- (6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)
[] Entirely new improvement. [] Not previously occupied.
[] Not previously used for any purpose. [] "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

- (7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
[] No prior mortgage assumed or to which property is subject at time of sale.
[] No contributions to capital by either grantor or grantee legal entity.
[] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 6th day of November 2015

Signature of Deponent
200 Broadacres Drive
Bloomfield, New Jersey 07003

PB Nutcliff Master, LLC
Grantor Name
200 Broadacres Drive
Bloomfield, New Jersey 07003

HAAM H. CLAYTON IV
ATTORNEY AT LAW STATE OF NEW JERSEY

Deponent Address XXX-XXX- 318
Grantor Address at Time of Sale Commonwealth Land Title Ins. Co.
Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

MUST SUBMIT IN DUPLICATE

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY

COUNTY Passaic Hudson SS. County Municipal Code 1602
MUNICIPALITY OF PROPERTY LOCATION Clifton

Consideration RTF paid by buyer \$
Date 11/06/18 By [Signature]

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)
Deponent, Lakshmi N. Gudapakkam (Name) being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Authorized Person in a deed dated November 6, 2018 transferring
real property identified as Block number 79.04 Lot number 10 and 21 located at
1153 Bloomfield Avenue, Clifton, NJ and annexed thereto.

(2) CONSIDERATION \$ 10,000,000.00 (See Instructions #1, #5, and #11 on reverse side)
Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

- (A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.
Class 2 - Residential
Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
Class 4A - Commercial properties
Class 3B - Farm property (Qualified)
Class 4B - Industrial properties
Class 4C - Apartments
Class 15 - Public Property, etc.
Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).
Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY
Table with columns: Property Class, Total Assessed Valuation, Director's Ratio, Equalized Valuation

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Value

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 6th day of November, 2018
Signature of Deponent: Isabella Street Urban Renewal, LLC
Deponent Address: 500 Plaza Drive, Secaucus, NJ
Grantee Name: Isabella Street Urban Renewal, LLC
Grantee Address at Time of Sale: 500 Plaza Drive, Secaucus, NJ
Name/Company of Settlement Officer: Commonwealth Land Title Company, LLC

Perry Florio, Esq.
An Attorney at Law of the State of New Jersey

County recording officers: forward one copy of each RTF-1EE to:

STATE OF NJ - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY
Instrument Number
Deed Number
Deed Dated
County
Book
Date Recorded

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit: www.state.nj.us/treasury/taxation/lpt/localtax.shtml

END OF DOCUMENT

4



Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK GRAND STREET ROOM 113 PATERSON NJ 07501	Transaction Identification Number	4780749	4593739
	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

DANIELLE IRELAND-IMHOF
 CLERK
 PASSAIC COUNTY
 New Jersey

 INSTRUMENT NUMBER
 2020060045
 RECORDED ON
 Nov 20, 2020
 8:56:34 AM
 BOOK: D3910 PAGE: 194
 Total Pages: 10

 NJ PRESERVATION ACCOUNT \$45.00
 RECORDING FEES - \$65.00
 RECORDER OF DEEDS
 HOMELESSNESS TRUST FUND \$2.00
 - CODE BLUE INITIATIVE
 HOMELESSNESS TRUST FUND \$3.00
 TOTAL PAID \$115.00
 INV: 1411870 USER: LH

Submission Date <i>(mm/dd/yyyy)</i>		11/18/2020
No. of Pages <i>(excluding Summary Sheet)</i>		8
Recording Fee <i>(excluding transfer tax)</i>		\$115.00
Realty Transfer Tax		\$0.00
Total Amount		\$115.00
Document Type	DEED-EASEMENT	
Electronic Recordation Level		L2 - Level 2 (With Images)
Municipal Codes		
CLIFTON CITY		02
A3BC3D		

Additional Information (Official Use Only)

Additional Information (Official Use Only)

* DO NOT REMOVE THIS PAGE.
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF PASSAIC COUNTY FILING RECORD.
 RETAIN THIS PAGE FOR FUTURE REFERENCE.



Passaic County Document Summary Sheet

DEED-EASEMENT	Type		DEED-EASEMENT				
	Consideration		\$1.00				
	Submitted By		SIMPLIFILE, L.L.C. (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			
	PB NUTCLIF MASTER LLC						
	Parcel Info						
	Property Type		Tax Dist.	Block	Lot	Qualifier	Municipality
<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-IMHOE
CLERK
PASSAIC COUNTY
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TOTAL PAID	\$115.00
INV: 1411870 USER: LH	

RECORD AND RETURN TO:

Fox Rothschild LLP
49 Market Street
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "*Agreement*") is made and entered into as of October 30, 2020 (the "*Effective Date*"), by and between **PB NUTCLIF MASTER, LLC**, a Delaware limited liability company, as owner of the CUP Property (as defined below) ("*CUP Owner*"), and **PB NUTCLIF MASTER, LLC**, a Delaware limited liability company, as owner of the Building 111 Property (as defined below) ("*Building Owner*"). CUP Owner and Building Owner are hereinafter collectively referred to as the "*parties*".

BACKGROUND

WHEREAS, Building Owner is the fee simple title owner of that certain real property designated as Block 300, Lot 1.05 on the official tax maps of the Township of Nutley, Essex County, New Jersey, and that certain building and other improvements presently located thereon designated as Building 111 (collectively, the "*Building 111 Property*");

WHEREAS, CUP Owner is the fee simple title owner of that certain real property designated as Block 80.02, Lots 1.01 and 4.04 on the official tax maps of the City of Clifton, Passaic County, New Jersey (the "*CUP Land*"), which CUP Land is improved by a cogen facility and additional electricity, steam and chilled water infrastructure, which as of the date hereof, include, but are not limited to: (a) the building commonly known as "Building 39" which houses the gas turbines, boilers and other steam infrastructure, (b) the East Electrical Substation known as "Building 109", (c) the West Chiller Plant known as "Building 80", and (d) the East Chiller Plant /Air Compressors known as "Building 81" and "Building 107" (the "*CUP Improvements*", and with the CUP Land, collectively, the "*CUP Property*");

WHEREAS, Building Owner desires to use a portion of the CUP Property for the storage of storage containers containing compressed nitrogen gases, storage containers containing carbon dioxide and related ancillary distribution equipment from the Licensed Area (as defined below) to the point of entry of the building located on the Building 111 Property (collectively, the "*Bottled Gas Equipment*") and, subject to the terms and conditions set forth in this Agreement, CUP Owner grants a license to Building Owner for the foregoing purpose; and

WHEREAS, the parties are executing this Agreement to provide the terms of the parties' rights and obligations with respect to the License.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants expressed herein, and intending to be legally bound, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein as if set forth in full in the body of this Agreement.

2. Licensed Area. Subject to the terms and conditions set forth herein, CUP Owner hereby grants Building Owner the non-exclusive right to use a certain portion of the CUP Property for the storage of the Bottled Gas Equipment, which area is adjacent to the East Cooling Tower, commonly known as "Building 81" and is more particularly depicted on *Exhibit A* attached hereto (the "Licensed Area"). Building Owner shall use the Licensed Area solely for the storage of the Bottled Gas Equipment and for no other purpose.

3. Term. The term of this Agreement shall commence on the Effective Date and shall expire on the date that certain Energy Services Agreement by and between CUP Owner and Building Owner dated August 1, 2017 (as hereinafter amended from time to time, the "Energy Services Agreement") expires or is otherwise terminated (the "Term"), unless terminated earlier in accordance with the express provisions of this Agreement. Upon expiration of the Term, Building Owner shall surrender the Licensed Area in accordance with the provisions of Section 12 below.

4. Repair and Maintenance. CUP Owner, at Building Owner's sole cost and expense, shall maintain the Licensed Area in good order and repair. Any and all costs due from Building Owner under this Agreement (including, but not limited to, this Section 4) shall be paid by Building Owner to CUP Owner in accordance with the terms of Section 5 of the Energy Services Agreement. For the avoidance of doubt, in no event shall the CUP Owner have any responsibility to maintain the Bottled Gas Equipment.

5. Relocation of Licensed Area. Upon prior written notice to Building Owner, CUP Owner shall have the right, at Building Owner's sole cost and expense, to relocate all or any portions of the Licensed Area to another area on the CUP Property. Effective upon the relocation of the Bottled Gas Equipment to the relocated area identified by CUP Owner, such relocated area shall automatically be deemed the "Licensed Area" under this Agreement.

6. No Assignment or Subletting. Building Owner's rights and obligations under this Agreement are not assignable or transferrable to any party. Any attempt by Building Owner to assign, sublicense or otherwise transfer its rights and obligations under this Agreement to any party shall be invalid and of no force and effect.

7. AS-IS Condition. Building Owner acknowledges and agrees that the license granted pursuant to this Agreement is made on an "AS-IS, WHERE-IS" basis, without representations or warranties of any kind, nature, express or implied, or otherwise, including any representation or warranty concerning the physical condition of the Licensed Area or the compliance of the Licensed Area with applicable laws and regulations (including, without limitation, zoning codes and regulations). Building Owner, at its sole cost and expense, shall conform to all applicable laws and regulations with respect to the use of the Licensed Area by Building Owner, including, but not limited to, obtaining any and all necessary permits or authorizations, and CUP Owner shall in no way be responsible for the same. Building Owner acknowledges that the Licensed Area will not be supervised by CUP Owner and CUP Owner will

not be responsible for providing any security on or about the Licensed Area or for ensuring the safety of any personal property on or about the Licensed Area.

8. Default; Remedies. If either party is in breach (the "*Defaulting Party*") under this Agreement with respect to any required obligation under this Agreement and said breach continues for a period of thirty (30) days after written notice to the Defaulting Party from the other party (the "*Non-Defaulting Party*") with respect to any required obligation under this Agreement (or such longer reasonable period of time if such breach cannot be cured within such thirty (30) day period and the Defaulting Party promptly commences to cure the breach with reasonable diligence and completes the cure within a reasonable period of time thereafter), then the Defaulting Party shall be deemed to be in default under this Agreement and the Non-Defaulting Party shall be entitled to seek adequate relief by the exercise of any rights or remedies, including, without limitation, injunction, damages and any other legal or equitable remedy available, subject to the limitations set forth in Section 11 of this Agreement. The remedies herein shall be cumulative and not exclusive.

9. Insurance. Building Owner shall maintain or cause to be maintained, at its sole cost and expense, at all times during the Term, the following insurance: (a) commercial general liability insurance against bodily injuries and death and property damage with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the annual aggregate, naming CUP Owner as an additional insured, including contractual liability insurance, specifically insuring Building Owner's indemnity obligations under this Agreement, (b) statutory workers' compensation insurance if Building Owner has any employees, and (c) excess/umbrella liability insurance with a \$5,000,000.00 aggregate amount naming CUP Owner as an additional insured. Prior to the Effective Date, Building Owner shall furnish to CUP Owner a certificate from Building Owner's insurer, in a form reasonably satisfactory to CUP Owner, evidencing compliance with all requirements for such insurance coverages and a waiver of subrogation. All coverages obtained by Building Owner as required in this Section 9 shall be primary and non-contributory (or with respect to the excess policy, non-contributory) with respect to any and all other insurance or self-insurance maintained by CUP Owner, and shall not seek contribution from all or any other insurance or self-insurance maintained by CUP Owner. Building Owner's insurer(s) providing coverage under this Section 9 shall waive all rights of subrogation and contribution against CUP Owner and its affiliates to the extent liabilities are assumed by Building Owner. Notwithstanding anything to the contrary contained herein, each party hereby waives any rights of recovery against the other party for any damage or loss covered by the aforementioned insurance policies, against which such party 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 party.

10. Indemnification. Building Owner assumes all risks associated with its use of the Licensed Area. Except to the extent caused by the gross negligence or willful misconduct of CUP Owner or its agents, representatives, principals, affiliates, officers, directors, members, partners, shareholders, employees, successors and assigns (collectively, the "*CUP Owner Indemnified Parties*"), Building Owner shall indemnify, defend and hold harmless CUP Owner and the CUP Owner Indemnified Parties from and against all Claims (as hereinafter defined) to the extent caused by, arising out of or related to: (i) the exercise of the rights granted to Building Owner herein, (ii)

any breach of this Agreement by Building Owner, or (iii) the use of the Licensed Area by Building Owner. The term "Claims" shall mean any and all liabilities, damages or claims (including, without limitation, any claim for damage to property or injury to or death of any persons) and any resulting obligation, liability, lien or encumbrance, loss, damage, cost or expense (including, without limitation, any judgment, award, settlement, attorneys' fees and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim (including appellate proceedings) and any collection costs or enforcement costs. The provisions of this Section 10 shall survive the expiration or sooner termination of this Agreement.

11. Consequential, Indirect or Punitive Damages. Notwithstanding anything to the contrary contained in this Agreement: (a) in no event shall Building Owner be liable for any consequential, indirect, treble or punitive damages of CUP Owner, other than, but only to the extent of, consequential, indirect or punitive damages for which CUP Owner is liable to one or more unaffiliated third parties, in connection with any action brought by one or more third parties against CUP Owner for which CUP Owner is entitled to indemnification as described in Section 10, and (b) in no event shall CUP Owner be liable to Building Owner for any consequential, indirect, treble or punitive damages under this Agreement.

12. Surrender of Licensed Area. Upon the expiration or earlier termination of this Agreement, Building Owner shall promptly cease using the Licensed Area. Any personal property or other property of Building Owner that remains in the Licensed Area more than fifteen (15) days after the date that Building Owner has ceased its use of the Licensed Area shall be deemed abandoned, and CUP Owner shall have the right, but not the obligation, to remove, store or dispose of all such abandoned property following ten (10) days' prior written notice to Building Owner, at Building Owner's sole cost and expense.

13. Notices. Any notice or communication which may be given or is required to be given pursuant to the terms of this Agreement shall be in writing and shall be personally delivered, mailed by certified or registered mail, return receipt requested, delivered by a nationally recognized overnight courier or sent by email (and, in the case of email, an original notice or demand shall be delivered by next day overnight delivery service), to the other party as follows:

In the case of CUP Owner: PB Nutclif Master, LLC
c/o Prism Capital Partners, LLC
200 Metro Boulevard, Suite 1300
Nutley, New Jersey 07110
Attention: Eugene R. Diaz
Email: eugene.diaz@prismpartners.net

with a copy to: Fox Rothschild LLP
49 Market Street
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.
Email: rklausner@foxrothschild.com

In the case of Building Owner: PB Nutclif Master, LLC
c/o Prism Capital Partners, LLC
200 Metro Boulevard, Suite 1300
Nutley, New Jersey 07110
Attention: Eugene R. Diaz
Email: eugene.diaz@prismpartners.net

with a copy to: Fox Rothschild LLP
49 Market Street
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.
Email: rklausner@foxrothschild.com

A notice or communication, which is mailed or personally delivered, shall be deemed to be given on the actual date of receipt. A notice that is sent by telecopy or email shall be deemed to be given when sent and received. Any party may designate a different address for the purpose of the service of notices hereunder by giving notice thereof in accordance with the provisions of this Section 13. Attorneys for a party shall be authorized to give notices on behalf of such party. Written adjournments and extensions in time signed by an attorney for a party shall be binding upon that party.

14. Miscellaneous. This Agreement contains the entire agreement between the parties relating to the matters set forth herein. If any provision hereof is deemed to be invalid or unenforceable by a court of competent jurisdiction, the rest and remainder of this Agreement shall continue in full force and effect. No written waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision herein, or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of any such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. This Agreement (a) shall be binding upon and inure to the benefit of the parties hereto, their successors and their permitted assigns (with respect to solely Building 111 and the CUP Improvements, as the case may be), (b) may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument, (c) may be executed and legally delivered by signing and emailing the counterpart signature to the other party or its legal counsel, without the necessity of exchanging originally executed counterparts, (d) shall be governed and construed in accordance with the laws of the State of New Jersey, and (e) may not be modified or amended except by written agreement signed by both parties.

[Remainder of page left blank intentionally. Signature page follows.]

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement as of the date first written above.

CUP OWNER:

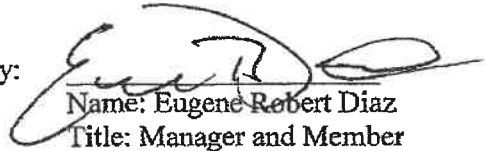
PB NUTCLIF MASTER, LLC,
a Delaware limited liability company

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

JACKELINE J TORALES
COMMISSION # 2405621
NOTARY PUBLIC-STATE OF NEW JERSEY
MY COMMISSION EXPIRES
MARCH 14, 2021


BUILDING OWNER:

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.



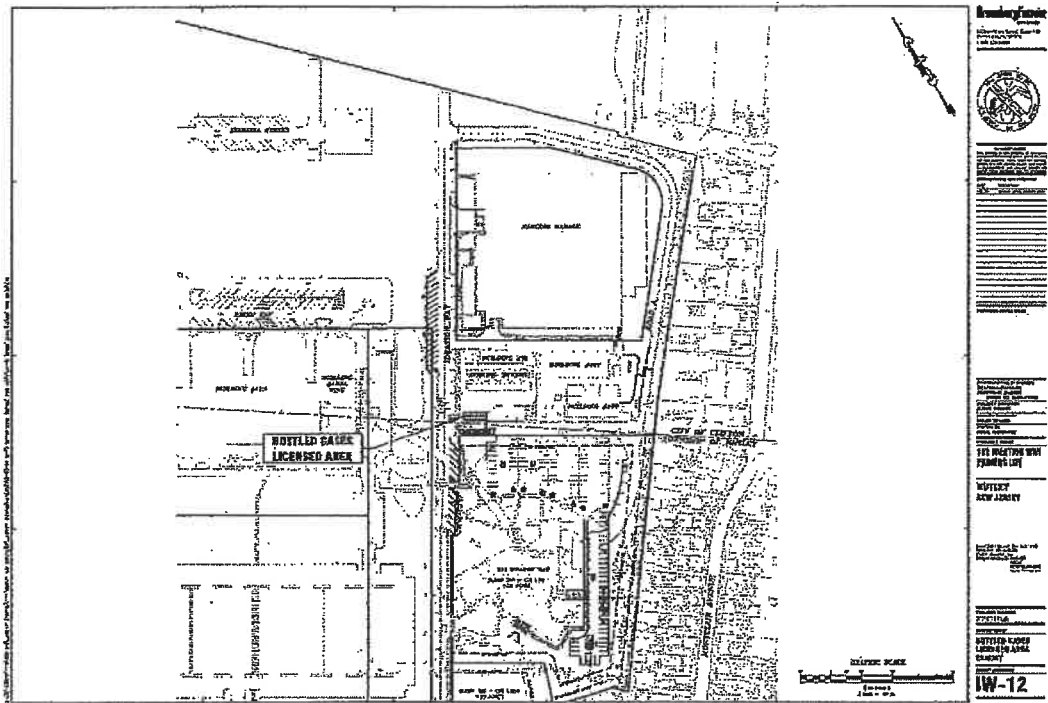

NOTARY PUBLIC


EXHIBIT A
LICENSED AREA



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00K119



0016Y1

INW: 1173739 USER: SF

NJ PRESERVATION ACCOUNT	\$335.00
RECORDING FEES - RECORDER OF DEEDS	\$355.00
HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$693.00

INSTRUMENT NUMBER
201604766
RECORDED ON
Oct 11, 2016
8:48:45 AM
BOOK:02916
PAGE:1
Total Pages: 66

KRISTIN M. CORRADO
CLERK
PASSAIC COUNTY
New Jersey

RECORD AND RETURN TO:
COMMONWEALTH LAND TITLE
464 Valley Brook Avenue
Lyndhurst, NJ 07071
201-804-8844

MARK-OFF

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, 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

40824476v6

KRISTIN M. CORRADO
CLERK
PASSAIC COUNTY
New Jersey

INSTRUMENT NUMBER
2016063887

RECORDED ON
Dec 23, 2016
9:22:54 AM
BOOK:02964
PAGE:142

Total Pages: 66

NJ PRESERVATION ACCOUNT	\$335.00
RECORDING FEES - RECORDER OF DEEDS	\$355.00
HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$693.00

This instrument is being re-recorded for the purpose of correcting the recording error.
INW: 1188492 USER: MD

66
MD
693
66
SK
693

Re-Record

8

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

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 cancelation.

(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.

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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:

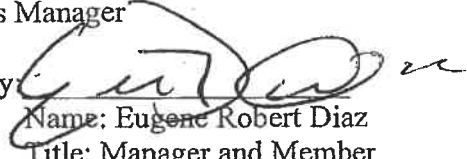
NUTCLIF MASTER:


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 Klowner

WITNESS:


NUTCLIF MED:

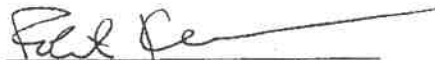
PB NUTCLIF MED, LLC,
a Delaware limited liability company

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 Klowner

[signatures continue on following page]

Signature Page to Signage Easement Agreement

WITNESS:

Karl P. ...

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. Pierce

HUMC:

HACKENSACK UNIVERSITY MEDICAL
CENTER, a New Jersey not-for-profit corporation

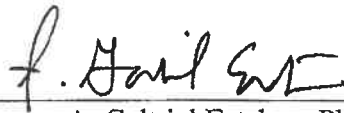
By: 
Name: Robert C. Garrett
Title: CEO

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]

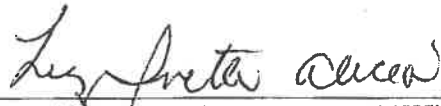
Signature Page to Signage Easement Agreement

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. 2323651
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 4/12/20

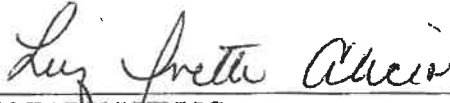
[acknowledgements continue on following page]

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 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: 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 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: 7/13/20

[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 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.

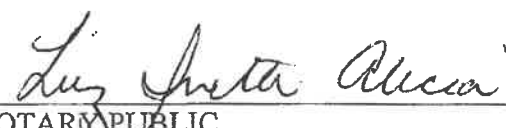

NOTARY PUBLIC
LUZ IVETTE ALICEA
COMMISSION NO. 2323851
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 7/13/20

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.

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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.


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 '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, 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.

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°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.

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.
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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 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.', 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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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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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, 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 9/23/2016.



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.

Francis C. Wecht, Jr.
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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**.

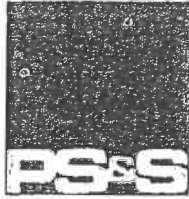
Containing an area of 7,534 square feet or 0.172 acres more or less.

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

Francis C. Wecht, Jr.
Professional Land Surveyor
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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

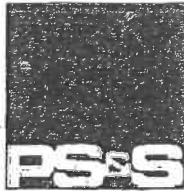
BEGINNING at a point in the southerly line of Kingsland Street (50' wide), said point being the following 2 courses from the intersection of the southerly line of Kingsland Street (50' wide) with the westerly line of hillside avenue (50' wide) a. Along the southerly line of Kingsland Street (50' wide), 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.

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 dark ink, appearing to read "F. C. Wecht, Jr." with a stylized flourish at the end.

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.

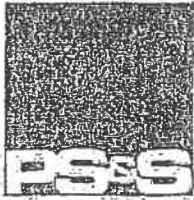
Subject to any easements or restrictions of record which an accurate title search may discover.

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**

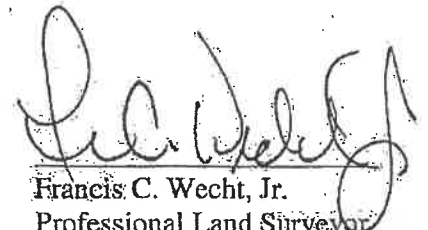
BEGINNING at a point, said point being the terminus point of the course No. 1 of Lot 1.02 in Block 300, and running thence.

1. North 31°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.

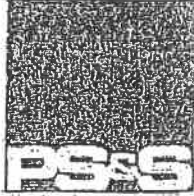
Subject to any easements or restrictions of record which an accurate title search may discover.

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.


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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.

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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.

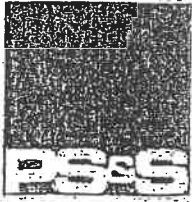
Subject to any easements or restrictions of record which an accurate title search may discover.

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.

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

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

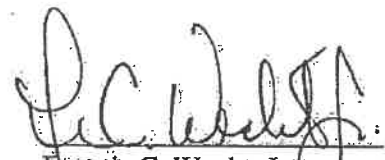
BEGINNING at a point, in the municipal line between the City of Clifton, Passaic County to the north and the Township of Nutley, Essex County to the south, said point also being distant of 440.23 feet on a bearing of North 54°41'40" West, from the intersection of the westerly line of Lot 12 in Block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


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
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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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**

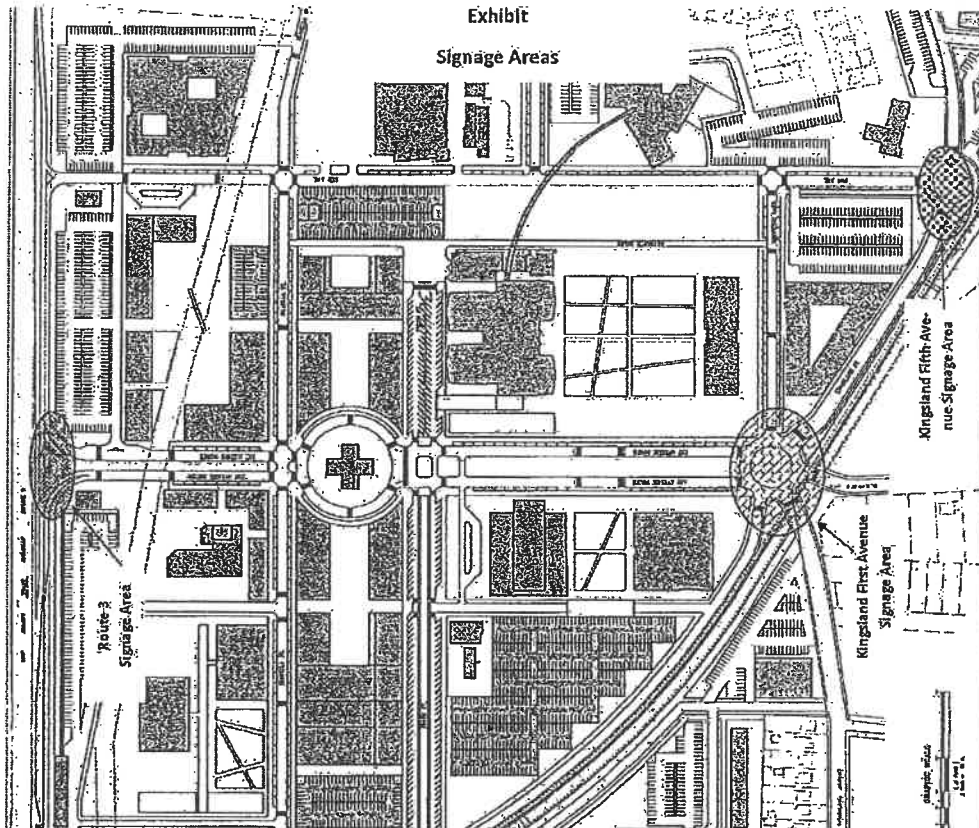
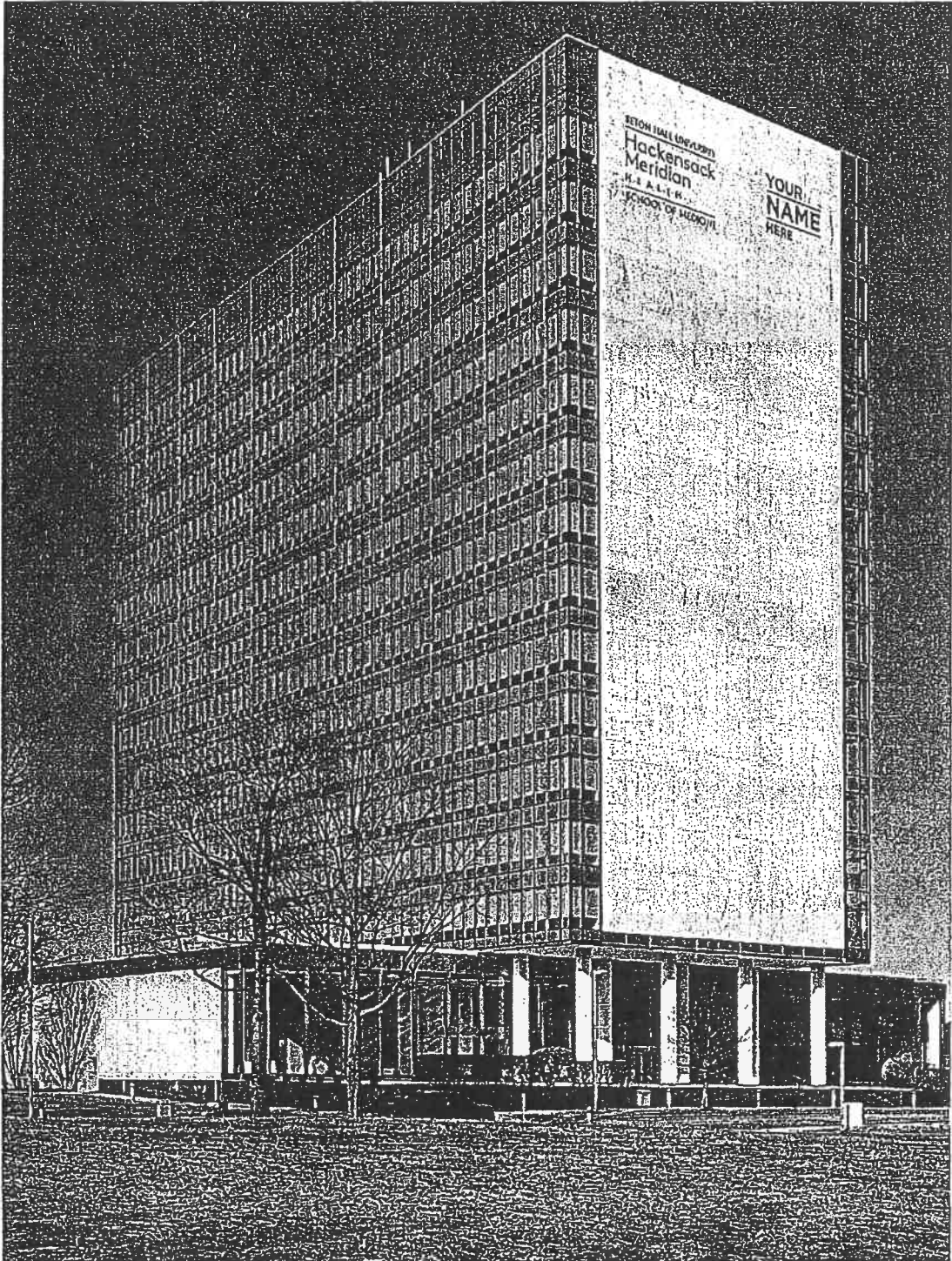


EXHIBIT C-2

BUILDING 76 SIGNAGE EASEMENT AREA

(showing dual naming opportunities)



6



Passaic County Document Summary Sheet

PASSAIC COUNTY CLERK GRAND STREET ROOM 113 PATERSON NJ 07501	Transaction Identification Number	4780749 4593738
	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

DANIELLE IRELAND-IMHOF
 CLERK
 PASSAIC COUNTY
 New Jersey

 INSTRUMENT NUMBER
 2020060044
 RECORDED ON
 Nov 20, 2020
 8:56:33 AM
 BOOK:D3910 PAGE:135
 Total Pages: 59

 NJ PRESERVATION \$290.00
 ACCOUNT
 RECORDING FEES - \$310.00
 RECORDER OF DEEDS
 HOMELESSNESS TRUST FUND \$2.00
 - CODE BLUE INITIATIVE
 HOMELESSNESS TRUST FUND \$3.00
 TOTAL PAID \$605.00
 INV: 1411870 USER: LH

Submission Date <i>(mm/dd/yyyy)</i>		11/18/2020
No. of Pages <i>(excluding Summary Sheet)</i>		57
Recording Fee <i>(excluding transfer tax)</i>		\$605.00
Realty Transfer Tax		\$0.00
Total Amount		\$605.00
Document Type	DEED-EASEMENT	
Electronic Recordation Level	L2 - Level 2 (With Images)	
Municipal Codes		
CLIFTON CITY		02
A3BC3C		

Additional Information (Official Use Only)

* DO NOT REMOVE THIS PAGE.
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF PASSAIC COUNTY FILING RECORD.
 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		
	PB NUTCLIF MASTER LLC					
	Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality	

*** DO NOT REMOVE THIS PAGE.**
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RECORD AND RETURN TO:

Fox Rothschild LLP
49 Market Street
Morristown, New Jersey 07960
Attention: Robert A. Klausner, Esq.

AMENDED AND RESTATED ENERGY SERVICES AGREEMENT

BETWEEN

PB NUTCLIF MASTER, LLC

[Owner]

AND

PB NUTCLIF MASTER, LLC

[Landlord]

Effective as of October 30, 2020

DANIELLE IRELAND-IMHOFF
CLERK
PASSAIC COUNTY
New Jersey

INSTRUMENT NUMBER
2020060044
RECORDED ON
Nov 20, 2020
8:56:33 AM
BOOK:D3910 PAGE:135
Total Pages: 59

NJ PRESERVATION	\$290.00
ACCOUNT	
RECORDING FEES -	\$310.00
RECORDER OF DEEDS	
HOMELESSNESS TRUST FUND	\$2.00
- CODE BLUE INITIATIVE	
HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$605.00
INV: 1411870 USER: LH	

112301585

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS AND INTERPRETATION.....	5
2. SERVICES.....	8
3. SERVICE RATES AND CHARGES.....	12
4. TERM OF AGREEMENT.....	13
5. BILLING.....	13
6. TAX INCENTIVES AND GRANTS.....	14
7. ACCESS RIGHTS/EMERGENCY CONDITIONS.....	14
8. LIMITATION OF LIABILITY.....	15
9. INDEMNIFICATION; INSURANCE.....	16
10. CONFIDENTIAL AND PROPRIETARY INFORMATION.....	17
11. RECORDS.....	17
12. METERING AND VERIFICATION.....	18
13. SCHEDULED AND UNSCHEDULED OUTAGES.....	19
14. FORCE MAJEURE.....	21
15. EVENTS OF DEFAULT.....	22
16. REMEDIES.....	24
17. REPRESENTATIONS AND WARRANTIES.....	25
18. DISPUTE RESOLUTION.....	27
19. MISCELLANEOUS.....	27

Exhibits and Schedules

- Exhibit A Contract Capacity and Service Specifications
- Exhibit B Services Rates
- Exhibit C Service Levels
- Exhibit D Plans and Drawings
- Exhibit E CUP
- Schedule 3.A Template for Determination of Fixed Operating Costs

AMENDED AND RESTATED ENERGY SERVICES AGREEMENT

BETWEEN

PB NUTCLIF MASTER, LLC

AND

PB NUTCLIF MASTER, LLC

THIS AMENDED AND RESTATED ENERGY SERVICES AGREEMENT (the “**Agreement**”), is dated as of October __, 2020, to be effective as of October __, 2020 (the “**Effective Date**”) and is between **PB NUTCLIF MASTER, LLC**, a Delaware limited liability company (“**Owner**”) and **PB NUTCLIF MASTER, LLC**, a Delaware limited liability company (“**Landlord**”).

WHEREAS, Owner is the owner of certain real property designated as 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, Lot 1, 1.01 and 1.02; Block 300, Lots 1, 1.05, 1.06 and 20 on the official tax maps of the Township of Nutley, Essex County, New Jersey (the “**Master Property**”), which Master Property is located within the ON3 Campus located at 340 Kingsland Street, Nutley, New Jersey (the “**Campus**”), which Campus, is subject to that certain 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 as Deed Book D2963, Page 1 and the Essex County Register’s Office as Instrument Number 2016084366, as amended by 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, as amended by 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, 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 (collectively, the “**Declaration**”); and

WHEREAS, Landlord is the owner of certain real property designated as Block 300, Lot 1.05 on the official tax maps of the Township of Nutley, Essex County, New Jersey (the “**Building 111 Land**”), and that certain building and the improvements presently located on the Building 111 Land designated as Building 111 (“**Building 111**”, and with the Building 111 Land, collectively, the “**Building 111 Property**”); and

WHEREAS, Landlord has entered into one or more lease(s) (each a “**Lease**,” and collectively the “**Leases**”) with one or more tenant(s) (each a “**Tenant**,” and collectively the

"Tenants") for a portion of Building 111 pursuant to the terms as more particularly described in the Lease(s); and

WHEREAS, Owner and Landlord previously entered into that certain Energy Services Agreement dated and effective as of August 1, 2017 as amended by that certain First Amendment to Energy Services Agreement dated August 31, 2018 (the "**Original Agreement**") pursuant to which Owner agreed to, among other things, supply to Landlord electrical energy, steam and chilled water services from the Central Utility Plant (as defined in the Original Agreement), comprising of the Cogen Facility (as defined in the Original Agreement) and additional electricity, steam and chilled water infrastructure; and

WHEREAS, Owner is also willing to supply to Landlord Compressed Air (as defined herein), so that, as of the date hereof, the relevant infrastructure for the provision of Services (as defined herein) includes, but is not limited to: (a) the building commonly known as "Building 39" which houses the gas turbines, boilers and other steam infrastructure, (b) the East Electrical Substation known as "Building 109", (c) the West Chiller Plant known as "Building 80", and (d) the East Chiller Plant/Air Compressors known as "Building 81" and "Building 107" (collectively, the "**CUP Improvements**"); and

WHEREAS, the CUP Improvements are located on that certain real property designated as Block 80.02, Lots 1.01 and 4.04 on the official tax maps of the City of Clifton, Passaic County, New Jersey (as hereinafter modified from time to time pursuant to Section 19(i) of the Agreement, collectively, the "**CUP Land**"); and

WHEREAS, Owner intends to pursue and obtain final, non-appealable approvals from all governmental authorities and agencies having jurisdiction over the Campus necessary for the subdivision or subdivisions of the CUP Land, as the case may be (collectively, the "**CUP Subdivision**"), such that, following the CUP Subdivision, the land upon which each of the CUP Improvements are located shall constitute independent taxable parcels separate and apart from the remaining portion or portions of the CUP Land; and

WHEREAS, Landlord intends to pursue and obtain final, non-appealable approvals from all governmental authorities and agencies having jurisdiction over the Campus necessary for the subdivision of the Building 111 Land (the "**Building 111 Subdivision**"), such that, following the Building 111 Subdivision, the land upon which Building 111 is located shall constitute an independent taxable parcel separate and apart from the remaining portion of the Building 111 Land; and

WHEREAS, Owner and Landlord have agreed that Owner will provide the Services (as hereinafter defined) to Building 111, and Landlord will concurrently provide the Services to the Tenants Premises (as hereinafter defined), subject to the terms and conditions herein; and

WHEREAS, Owner and Landlord wish to amend, restate, and supersede the Original Agreement in its entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Landlord agree as follows:

1. DEFINITIONS AND INTERPRETATION.

Except as otherwise expressly provided herein, all nouns, pronouns and variations shall be deemed to refer to the singular or plural as the context may require, and any reference to a law or document shall mean such law or document as it may be amended from time to time.

The following terms shall have the following definitions:

“Additional Meters” is defined in Section 12(b) herein.

“Annual Service Rate Statement” is defined in Section 5(a) herein.

“BPU” means the New Jersey Board of Public Utilities.

“Building 111” is defined in the Preamble.

“Building 111 Property” is defined in the Preamble.

“Campus” is defined in the Preamble.

“Central Utility Plant” or “CUP” means the Cogen Facility together with electric substations, chilled water, steam and Compressed Air plant assets and appurtenant equipment and infrastructure, including distribution infrastructure, identified in Exhibit E hereto.

“Cogen Facility” means the turbines, duct heaters and other related equipment located on the Campus that are capable of producing electricity using combined heat and power technology.

“Collateral Transfer” is defined in Section 2(j)(ii) herein.

“Compressed Air” shall mean compressed air at a pressure range between 80 psig and 110 psig, which compressed air is oil free and possesses a Dew Point of -20 F to a maximum Dew Point of -40 F.

“Contract Capacity” means the quantity of each Service set forth in Exhibit A hereto, as may be amended pursuant to Section 2(b) herein.

“Controlled Materials” means any substance, material, or item, in any form, whether solid, liquid, gaseous, semisolid, or any combination thereof, whether waste materials, raw materials, chemicals, fuels, by-products, ash, or other substances that are regulated by or form the basis of liability under any Environmental Law, including, without limitation, hazardous waste, hazardous substances, pollutants, contaminants, asbestos, polychlorinated biphenyls (“PCBs”), petroleum (including, but not limited to, crude oil, petroleum-derived substances, waste, breakdown, or decomposition products thereof, or any fraction thereof), coal and any waste, breakdown, or decomposition product thereof, natural gas and any waste, breakdown or decomposition product thereof, and radioactive substances.

“CUP Improvements” is defined in the Preamble.

“CUP Land” is defined in the Preamble.

"CUP Subdivision" is defined in the Preamble.

"Declaration" is defined in the Preamble.

"Effective Date" is defined in the first paragraph of this Agreement.

"Electric Distribution Service" means the distribution of Electricity whether procured from PSE&G or another third party supplier that is in each case procured by Owner and distributed to Building 111 by Owner.

"Electricity" means electrical energy, as measured in kilowatt-hours (kWh), produced by the Cogen or procured from PSE&G and/or a third party energy supplier and, in each case, distributed to Building 111 using the CUP or provided by Owner to produce other Services under this Agreement.

"Emergency Condition" means a condition, situation or circumstance which (i) in the reasonable judgment of any one or more of Owner, Landlord, any Tenant, PSE&G and/or a third party energy supplier, presents an imminent or significant physical threat of danger to life or health, or to the property of Owner (including, without limitation, the CUP), Landlord, any Tenant, PSE&G and/or a third party energy supplier, or (ii) in the sole judgment of PSE&G, could adversely affect the reliability of, or cause physical damage to, any portion of the PSE&G electric distribution system and/or natural gas distribution system, or (iii) in the sole judgment of a third party energy supplier, could adversely affect the reliability of, or cause physical damage to, any portion of the electric distribution system and/or natural gas distribution system of such third party energy supplier.

"Energy Supply" means the items designated as "Energy Supply" in Exhibit B.

"Environmental Laws" means (i) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise, the Resource Conservation and Recovery Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Federal Water Pollution Control Act, and all other federal laws relating to the environment, natural resources, health, safety, or the regulation of or contamination by Controlled Materials; (ii) all applicable state and local laws that relate to the environment, natural resources, health, safety or the regulation of or contamination by Controlled Materials; (iii) all regulations, permits, orders, decrees, binding agreements, and other binding obligations relating to the administration of such federal, state, and local laws and ordinances; and (iv) all common law requirements that relate to the environment, natural resources, health, safety, or the regulation of or contamination by Controlled Materials.

"First Class Mixed Use Development" has the meaning assigned such term in the Declaration.

"Force Majeure" is defined in Section 14(a) herein.

"Fuel" means all fuels, and may include natural gas, diesel, oil, and, if purchased by Owner from a third party, steam, chilled water, Compressed Air or Electricity.

"Insurers" is defined in Section 9(d) herein.

"Island Mode" means the Cogen Facility's capability to generate Electricity in a self-generating mode independent of the PSE&G and PJM power grids.

"Landlord" is defined in the Preamble.

"Landlord Event of Default" means any of the events described in Section 15(b) herein.

"Landlord Indemnified Parties" is defined in Section 9(a) herein.

"Lease" and "Leases" are defined in the Preamble.

"Master Property" is defined in the Preamble.

"Meters" means the meters installed at the Points of Delivery that will measure the Services delivered to Building 111.

"Owner Event of Default" means any of the events described in Section 15(a) herein.

"Owner Indemnified Parties" is defined in Section 9(b) herein.

"Owner Repair & Maintenance Operations" is defined in Section 7 herein.

"Owner's Transfer Information Notice" is defined in Section 2(j)(ii) herein.

"Party" or "Parties" means Owner and Landlord, individually or collectively, and their respective successors and permitted assigns.

"Permitted Transfer" is defined in Section 2(j)(ii) herein.

"Permitted Transferee" is defined in Section 2(j)(ii) herein

"Point of Delivery" means the physical point of interconnection from the CUP distribution facilities to Building 111 for the delivery and measurement of each Service to Building 111, as set forth on the plans and drawings attached as Exhibit D hereto.

"Public Service Electric and Gas Company" or "PSE&G" means the local electric and natural gas distribution utility, regulated by the BPU, that provides electric distribution and default energy supply services to customers located within its service territory, including Owner.

"Proposed Transaction Effective Date" is defined in Section 2(j)(ii) herein.

"Prudent Operating Practices" means the practices, methods, equipment and acts, that: (i) are commonly used in the United States by the electric and thermal energy industries, and providers of other Services to be delivered to Landlord hereunder, as applicable, for facilities comparable in size, operation and scope to the CUP, (ii) as to any particular asset, equipment or infrastructure component constituting the Central Utility Plant, as provided for in guidelines, recommendations, requirements or specifications of the manufacturer or installer of the same for

the operations, maintenance, repair or replacement of such component, (iii) are required by any warranty or service contract covering any component of the CUP, and (iv) at a particular time, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, reliability, safety, efficiency, and expedition. Prudent Operating Practices are not limited to an optimum practice, method, selection of equipment, or act, but rather are a range of acceptable practices, methods, selections of equipment, or acts generally accepted, adopted or approved by a significant portion of the electric and thermal energy industries in the relevant region during the relevant time period as described in the immediately preceding sentence.

“Qualified Operator” means an operator that: (a) has experience and knowledge in managing, maintaining, operating and repairing facilities which are similar to the CUP and the component parts of the CUP, with appropriate, current, licensing and training, and the demonstrated ability to do so, in accordance with Prudent Operating Practices, and (b) maintains insurance in coverages and amounts as customarily maintained by operators of facilities similar to the CUP. By way of example, as of the date hereof, C&W Facility Services, Inc is deemed to be a Qualified Operator.

“Qualified Owner” means, for any successor entity to the Owner, an entity that is a Qualified Operator, or has hired a Qualified Operator to operate the CUP.

“Services” means the supply of Electricity, Electric Distribution Service, Energy Supply, steam, chilled water and Compressed Air services (including the repair, maintenance and replacement of the CUP) to be delivered by Owner to Building 111 pursuant to this Agreement.

“Service Charges” is defined in Section 3(a) herein.

“Service Levels” is defined in Section 2(a).

“Service Rates” are the contractual usage and demand rates for each Service set forth in Exhibit B hereto.

“Service Specifications” is defined in Section 2(a) herein.

“Tenant” and “Tenants” are defined in the Preamble.

“Tenants Premises” means the portions of Building 111 that are occupied by the Tenants pursuant to the Lease.

“Term” is defined in Section 4 herein.

“Transfer” is defined in Section 2(j)(ii) herein.

2. SERVICES.

(a) **Service Specifications.** Owner agrees to supply to Building 111, and Landlord agrees to accept, for the Term of this Agreement, on a 24/7/365 basis, subject to the terms and conditions herein, Landlord’s total requirements of each Service up to the Contract Capacity for

such Service. The maximum quantity for each Service to be supplied, and the technical specifications for each Service ("Service Specifications"), are set forth in Exhibit A. The basic levels of labor and service activities required to provide the Services consistent with Prudent Operating Practices (the "Service Levels") are set forth in Exhibit C. The Services shall be supplied in accordance with the physical arrangements in the plans and drawings attached as Exhibit D. Landlord shall not be responsible for any costs associated with increases in the Service Levels provided in Exhibit C except (i) changes in Service Levels required as a result of changes in laws, (ii) reasonable attempts by Owner to meet the standards of service set forth herein, or (iii) as expressly permitted by Section 2(i)(j).

(b) **Adjustment of Contract Capacity.** The Contract Capacity may be adjusted from time to time as agreed to by Owner and Landlord to reasonably satisfy the needs of Building 111, taking into account its Permitted Use (as defined in the Leases) and its being part of a First Class Mixed Use Development. Such mutually agreed adjustment may include a change to the Service Rates, as reasonably agreed by Owner and Landlord. If Owner proposes an increase in the Service Rates based on the change in Contract Capacity, Owner shall provide the rationale for such increase. If Landlord disputes such increase, such dispute shall be subject to arbitration pursuant to Section 19(b) hereof, it being understood that such arbitration shall be limited to determining the increase for the change in Contract Capacity. If the Parties cannot agree upon a change in Contract Capacity or the charges therefor, and such dispute is not arbitrated, Landlord may obtain any additional required capacity from another source, provided that it must continue to accept the Contract Capacity and pay all Service Charges related thereto.

(c) **Sources of Supply of Electricity.** Owner will have the right, in its reasonable discretion, to source the Electricity provided pursuant to this Agreement from any one or more of PSE&G and/or third party suppliers, provided that the primary consideration of Owner's election of the source(s) of Electricity shall be to provide Landlord with Electricity on the most cost efficient basis over any given calendar year or partial calendar year during the Term, consistent with Prudent Operating Practices. Owner may, in its reasonable discretion, consistent with Prudent Operating Practices, engage qualified third party contractors to provide energy optimization services to improve the quality and cost of the Electricity supplied to Landlord and the Campus generally, provided, however, the cost of the same shall only be included in the Service Charges to the extent such services benefit Landlord. Notwithstanding the foregoing Owner shall have no liability to Landlord for failure to obtain the best available Electricity pricing for Landlord as it varies from time to time.

(d) **Supply of Electricity from Cogen.** Owner will have the right, in its reasonable discretion, to provide Building 111 with Electricity from the Cogen Facility as a primary source of power. To the extent Electricity is so provided, Landlord shall pay to Owner the current Service Rates then in effect for such Electricity as provided for in Exhibit B.

(e) **Backup Service.**

(i) **General.** As more particularly described in Sections 13(d) and 13(e) below, Owner also expects to maintain the Cogen Facility as a potential source of back-up Services to Building 111.

(ii) **Provision of Backup Power for Building 111.** Landlord may own, operate and maintain, at its own expense, diesel-powered or gas-fired generators that may be used as a source of backup Electricity to Building 111, and Landlord may also authorize one or more Tenants to have the right to own, operate and maintain, at their own expense, diesel-powered or gas-fired generators that may be used as a source of backup Electricity to such Tenants Premises pursuant to the terms of Section 2(e)(iii) hereof. Landlord or Tenants, as the case may be, shall be responsible for procuring and properly storing all fuel used to operate Landlord's or Tenants' backup generators.

(iii) **Limitations on Landlord and Tenants Backup Generation.** The Landlord and Tenants backup generators, if any, shall not be permitted to produce electricity for Building 111 or the Tenants Premises other than during PSE&G grid outages, scheduled or unscheduled interruptions in Services from the CUP, or times when the capacity of electric service provided by the CUP is less than the Contract Capacity (including periodic interruptions in Services for testing, maintenance or exercising consistent with Prudent Operating Practices). Neither Landlord nor any Tenant shall be permitted to use any backup generators to provide, at any time, any type of electric service to any other customer or building located on or contiguous to the Campus. Unauthorized use of any backup generators shall not be considered a breach of these limitations unless it continues for more than seventy-two (72) hours during any thirty (30) day period. It shall be Landlord's or Tenant's obligation, as the case may be, to obtain and keep current any necessary environmental or other permits applicable to the operation of on-site backup generators (including air discharge and fuel-handling permits), to perform all necessary and appropriate operation and maintenance services on the generators, and to store and maintain all diesel fuel in a manner that complies with all applicable Environmental Laws; *provided, however,* prior to the time Landlord or any Tenant has received its own air permits necessary to operate the generators, Landlord or such Tenant may temporarily operate the back-up generation facilities under the air permits issued to the Owner with respect to the Campus, with the understanding that ownership of the generators must remain with Owner in order to permit this reliance, until such time as Landlord or such Tenant, as the case may be, obtains its own air permits, at which time ownership of the generators will transfer to Landlord or such Tenant, respectively. Landlord and any such Tenant shall reasonably cooperate with Owner to ensure that any regularly scheduled exercising of the backup generators shall be done so at times least likely to disturb any other Tenant or occupant of Building 111 or other buildings on the Campus.

(f) **Fuel Management.**

(i) **CUP.** Owner shall be responsible for procuring, from PSE&G and/or a third party supplier, all Fuel consumed by the CUP. The costs associated with such Fuel shall be included as a component cost of the Services as provided in Section 3 below.

(ii) **Natural Gas.** Each Tenant shall be responsible for procuring and purchasing, directly from PSE&G or a third party supplier, Building 111's natural gas requirements in connection with such Tenant's use, occupancy and operation of its Tenant Premises. Natural gas obtained by any Tenant shall be separately metered by PSE&G, as set forth below, and all costs associated with such Tenant's natural gas requirements shall be the responsibility of such Tenant. Neither Owner nor Landlord shall have any obligation under this Agreement to arrange for the provision of natural gas service to Building 111, but Landlord shall

provide reasonable assistance to any Tenant seeking to obtain natural gas service. Should Landlord desire to arrange for natural gas service for common areas of Building 111, it shall be responsible for procuring and purchasing such service from PSE&G or a third party supplier.

(g) Central Utility Plant. Owner shall operate and maintain the CUP, up to the designated Points of Delivery, at its sole cost (except as may otherwise be provided for herein and expressly reserving Owner's right to collect from Landlord reimbursement of its proportionate share of CUP fixed costs in accordance with this Agreement) and in conformance with (i) this Agreement, and (ii) all applicable laws. Owner shall operate and maintain the CUP, and repair and replace its component parts, consistent with Prudent Operating Practices, utilizing a Qualified Operator. Landlord or any Tenant, as the case may be, shall be obligated, at its respective sole cost and expense, to maintain, repair and replace all systems, pipes, wires, lines and other facilities beyond the Points of Delivery.

(h) Non-Exclusivity. Landlord understands and acknowledges that the CUP will serve customers at locations other than Building 111 (possibly including buildings that have not been constructed as of the Effective Date) that are or will be located on or contiguous to, or are or will be thermally, electrically or otherwise connected with, the Campus.

(i) Requirement of Landlord Purchase of Services Exclusively from the CUP. Except as may be expressly permitted herein, during the Term Landlord shall not purchase Electricity from PSE&G or steam or chilled water services from any third party supplier or from any source other than the CUP, except to the extent that Landlord is required to install temporary back-up facilities by reason of a loss or interruption of Services from the CUP.

(j) Reservations of Rights.

(i) Owner reserves the right, at its sole election, to increase the size and capacity of the CUP (any such increase, a "CUP Expansion"), provided that the CUP Expansion may be performed without any interruption or decrease in the reliability of Services to Building 111. Landlord shall not have the right to challenge Owner's election to serve additional customers or buildings so long as Owner shall satisfy Owner's supply obligations to Landlord established by this Agreement. Notwithstanding the foregoing or any provision of this Agreement to the contrary, in no event shall any cost associated with implementing a CUP Expansion or operating, maintaining, repairing, insuring or replacing any asset, equipment, land or infrastructure constituting a part of the CUP Expansion, or any taxes applicable thereto, be charged to Landlord whether as a component of the Service Charges or otherwise, unless and then only to the extent that (i) the CUP Expansion benefits Landlord, either by providing an increase in Contract Capacity as contemplated by Section 2(b), or (ii) the charge is limited to operating, maintaining, repairing, insuring or replacing any asset, equipment, land or infrastructure constituting a part of the CUP Expansion if the CUP Expansion serves additional customers and buildings located on, contiguous to, or thermally, electrically or otherwise connected with the Campus and served by the CUP, so that the amount of fixed operating costs allocated to Landlord pursuant to Section 3(a) and 3(b) does not increase.

(ii) Owner reserves the right to transfer, assign, sell, hypothecate, or pledge this Agreement and/or Owner's interests in the CUP (each of the foregoing being a "Transfer"),

including, without limitation, as collateral security to any lenders providing financing in connection with the redevelopment of the Campus, ownership and operation of the CUP, or for any other lawful purpose; provided, however, any entity to which Owner's interest in the CUP is Transferred, other than solely for collateral security purposes (a "Collateral Transfer"), must be a Qualified Owner. In connection with any Transfer, Landlord shall, within ten (10) days of Owner's request, execute any estoppel agreement reasonably requested by Owner.

(k) **Cooperation.** Landlord shall reasonably cooperate with Owner in connection with any construction or engineering activities or services provided by Owner that are required for the CUP to provide the Services to Landlord that are provided for in this Agreement. Owner shall reasonably cooperate with Landlord in connection with any construction or engineering activities or services obtained or performed by Landlord that are required for Building 111 to receive the Services.

(l) **Permits and Approvals.** Owner shall obtain all necessary permits and approvals required for the CUP to provide the Services to Landlord provided for in this Agreement. At Owner's request, Landlord shall reasonably cooperate with Owner in connection with the obtaining of all such required permits and approvals at no material cost or expense to Landlord.

(m) **Administrative Fee.** Notwithstanding anything to the contrary herein, Owner shall be permitted to assess a reasonable administrative fee equal to a percentage of the total fixed operating costs of all Services provided by or through Owner to Landlord pursuant to this Agreement so long as such fee is included in the budget for fixed operating costs contemplated by Sections 3(a) and 3(b).

3. SERVICE RATES AND CHARGES.

(a) **Initial Rates and Charges.** Subject to the provisions for adjustment as set forth herein, Landlord shall pay Owner for the Services at an amount equal to the sum of (1) a pro rata portion of the fixed operating costs incurred by Owner to operate the CUP (allocated based on the square footage of Building 111 relative to the square footage of all buildings on the Campus connected to or utilizing the CUP other than buildings that house the CUP or other common facilities which benefit or are for the use of the entire Campus), computed in accordance with the schedule attached hereto as Schedule 3.A; (2) a distribution charge for Electricity as set forth in Exhibit B; and (3) Energy Supply costs as set forth in Exhibit B. The foregoing charges for the Services are referred to herein as the "Service Charges."

(b) **Fixed Operating Costs.** The amount of fixed operating costs for which Landlord is responsible shall be computed annually at the same time that other common area costs are computed under the Declaration. Owner shall budget for and incur fixed operating costs pursuant to Prudent Operating Practices, and shall solicit competitive bids with respect to such material components of fixed operating costs for which competitive bidding is practicable. The process for notifying Landlord of any change in costs and allowing Landlord to audit the results of such determination shall be as set forth in the Declaration.

(c) **Capital Costs.** Capital costs incurred by Owner for replacement equipment for the CUP shall be assessed on Landlord in the same proportion as the allocation of fixed operating

costs, provided that any capital costs that are financed by Owner shall be assessed on Landlord over time to match the payment amortization schedule for such capital costs. Each individual capital project shall be the subject of a single capital assessment, except to the extent an individual capital project requires additional capital expenditures that could not have been reasonably foreseen at the time of the initial assessment. Assessments of capital costs to Landlord shall be reimbursed to Owner within thirty (30) days after presentation of the invoice therefor. Owner's decision to incur capital costs shall be pursuant to Prudent Operating Practices, and any such costs in excess of \$50,000 individually shall to the extent practicable be incurred only after soliciting competitive bids with respect thereto.

4. TERM OF AGREEMENT.

(a) **Term.** The term of this Agreement (the "Term") shall commence on the execution date of this Agreement and will end upon the earlier of (i) the time when the CUP is no longer operational and there are no plans to resume operations, and (ii) the termination of this Agreement in accordance with the terms and conditions set forth herein. Owner shall at all times retain all right, title and interest in the CUP and shall have the right to sell Electricity, steam and chilled water services to other end-use customers as permitted by law and, with respect to Electricity, into the PSE&G and/or PJM grids; provided, however, that Owner shall be solely and exclusively responsible for (x) obtaining all permits, regulatory and other approvals, waivers, and/or no-action letters, necessary to provide and sell electrical energy, steam, chilled water and Compressed Air services to other end-use customers as permitted by law and, with respect to electrical energy, into the PSE&G and/or PJM grids, and (y) the costs for any failure or omission with respect to (x), which costs shall not become or be added to Owner's fixed operating costs to be charged to Landlord.

(b) **Termination for Owner Default.** Landlord shall have the right to terminate this Agreement upon the occurrence of an Owner Event of Default, in addition to and not in lieu of such other remedies that may be available to Landlord under this Agreement or applicable law. Any such termination shall require written notice to Owner and to any beneficiary of a Collateral Transfer that has been made known to Landlord.

5. BILLING.

(a) **Billing and Payments.** Owner shall bill Landlord monthly. Payment shall be due to Owner within thirty (30) days of receipt of the invoice by Landlord accompanied by reasonably detailed supporting materials. Payments made after the due date shall be considered late and be subject to a five percent (5%) late fee. No dispute as to payments due either Party hereunder shall relieve the obligation to pay all undisputed amounts due in accordance with this Agreement. Owner shall also furnish to Landlord within 120 days after the end of each calendar year of the Term following the calendar year in which this Agreement is entered into, and after the end of the Term, a statement (the "Annual Service Rate Statement") setting forth a detailed listing of the quantity provided of, and all charges for, Services billed to Landlord for the preceding calendar year or portion thereof falling within the Term.

(b) **Rate Adjustments.** The Service Charges assume a continuation of present laws, regulations and regulatory policies that exist as of the Effective Date. Should any applicable

law, regulation or regulatory policy, or the administration or interpretation thereof by any governmental entity or by a utility or third party supplier change in any manner that requires Owner to expend additional capital for labor, fuel, operating expenses (including the imposition of any new tax, fee or surcharge), or any combination of these factors, Owner shall be entitled to calculate the annual impact thereof and increase the Service Charges to recover such added expense.

(c) **Tax Adjustments.** The Owner shall pay any real estate and/or property taxes applicable to the CUP (including the land upon which the CUP assets are located) as and when due to the applicable taxing authority. Property tax expense shall be included in the fixed operating costs included as part of the Service Charges, and any refund of property tax expense shall be credited to the following year's budget for such costs.

(d) **Audit Rights.** For a period of ninety (90) days after receipt of an Annual Service Rate Statement, Landlord, or an independent, certified public accountant, who is hired by Landlord, shall have the right, during regular business hours and after giving at least ten (10) days' advance written notice to Owner, to inspect and examine or complete an audit of Owner's books and records relating to quantity provided of, and all charges for, all Services for the immediately preceding calendar year. If such examination and/or audit discloses that Landlord has paid more than its properly allocated share of any item comprising the Service Charges or that any charges to Landlord under this Agreement were otherwise incorrect, then the Owner shall reimburse Landlord for the excess payment within thirty (30) days after notice of such determination is given to the Owner unless Owner disputes the results of the examination and/or audit pursuant to the dispute resolution procedures set forth in Section 18 herein. If the excess charges to Landlord shall be more than five percent (5%) of the total amount charged to Landlord for any calendar year, the Owner also shall pay the costs of such examination and/or audit. If Landlord has paid less than the amount rightfully due to Owner hereunder, then Landlord shall within thirty (30) days of such determination, pay the amount of the deficiency to the Owner. Landlord's rights under this Section 5(d) shall be in addition to the rights set forth in Section 12 below concerning the quantity of each Service delivered to Landlord.

6. **TAX INCENTIVES AND GRANTS.** Owner shall own or be entitled to receive any and all tax credits, deductions, allowances and exemptions applicable to federal, state and local taxes, and any other payment, credit, deduction, benefit, grant, or monetary incentive provided by a federal, state or local government authority or any person, arising from activities contemplated by this Agreement, including any grants or incentives offered by the BPU. To the extent such items directly relate to any component of the fixed operating costs recoverable from Landlord under Section 3(b) herein, any savings resulting therefrom shall be reflected in the following year's budget. To the extent such items directly relate to any component of the capital costs recoverable from Landlord under Section 3(c) herein, any savings resulting therefrom shall be rebated to Landlord. Items that relate to neither the fixed operating costs nor capital costs shall be retained by Owner.

7. **ACCESS RIGHTS/EMERGENCY CONDITIONS.** (a) Landlord will allow Owner all necessary access rights to Building 111 to, among other things, install, operate, maintain and repair the CUP and appurtenant distribution infrastructure ("Owner Repair & Maintenance Operations") used to provide the Services to Landlord. Owner shall provide Landlord with

notice, reasonable in the circumstances, when access is required to Building 111 for such purposes, but except to address an Emergency Condition, in no event shall such entry be made on less than forty-eight (48) hours prior written notice. Owner shall schedule all non-emergency entry into Building 111 after consultation with Landlord. In the event of an Emergency Condition, Landlord shall provide Owner and Owner's contractors and agents immediate and complete access to Building 111 without requirement of prior notice. Owner shall perform all of its operations under this Section 7 in compliance with all applicable laws after having obtained all necessary approvals and permits at its cost and expense. Landlord shall have the right to have a representative present at all times during such access and to direct the location and method of access.

(b) Owner shall submit the proposed designs and specifications for any portions of the CUP not existing as of the Effective Date and to be located within Building 111 and the locations of the same to Landlord ("Design Plans"). Landlord shall either review and approve, such approval not to be unreasonably withheld, or review and provide written comments to Owner on the Design Plans within fifteen (15) business days of Landlord's receipt of the same. If Owner does not receive written comments from Landlord within the aforesaid period, the applicable Design Plans shall be deemed approved by Landlord; provided, however, that no Landlord approval of any Design Plans shall be, or shall be deemed to be an assumption of liability or responsibility in any manner for Owner's Design Plans or to relieve Owner of any liability or responsibility for its Design Plans consistent with the next to last sentence of Section 8(a) below.

(c) Owner will arrange for any damage to Building 111 caused by the installation, operation, maintenance, repair, replacement, or removal of the CUP to be promptly repaired and restored in a good and workmanlike manner. If Landlord reasonably believes that repairs to Building 111 are necessary because of such damage, Landlord will promptly give Owner written notice. If Owner fails to begin the repairs within ten (10) business days thereafter and diligently pursue them to completion, Landlord may perform the repairs at Owner's cost, for which Owner will reimburse Landlord within ten (10) business days after receiving an invoice from Landlord. In addition, the cost of such repairs may at Landlord's election be set-off against any payment obligation of Landlord to Owner under this Agreement, unless Owner disputes the costs incurred by Landlord, in which case there shall be no set-off until the dispute is resolved, and then only to the extent such resolution is in Landlord's favor.

8. LIMITATION OF LIABILITY.

(a) **Injury or Damage.** Owner shall not be liable for any injury or damage resulting in any way from the use of any Services by Landlord on its property downstream from the Points of Delivery, except to the extent that such loss, injury or damage is caused by the negligence or willful misconduct of Owner, its agents or employees and is not otherwise covered by Landlord's own insurance. Neither by inspection nor non-rejection, nor by giving approval or consents, nor in any other way, does Owner provide any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, mains, pipes, appliances or devices owned, leased, installed or maintained by Landlord, or assume any obligation as to the design, operation or maintenance of Landlord's facilities. Landlord shall not be liable for any injury or damage resulting in any way from the operation of the CUP, the

Cogen Facility and/or production or delivery of any Services by Owner upstream from Landlord's Points of Delivery, except to the extent that such loss, injury or damage is caused by the negligence or willful misconduct of Landlord, its agents or employees and is not otherwise covered by Owner's own insurance. Neither by inspection nor non-rejection, nor by giving approval or consents, nor in any other way, does Landlord give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, mains, pipes, appliances, or devices owned, leased, installed or maintained by Owner or assume any obligation as to the design, operation or maintenance of Owner facilities. To the extent either Party is self-insured, the amount of any applicable loss, injury or damage shall be deemed fully covered by insurance to the extent it would have been insurable by a property insurance policy of the type customarily carried by property owners in the Northern New Jersey area.

(b) **Comfort Level/Ambient Requirements.** If any Services are used for ventilation or space heating or cooling, Owner shall have no responsibility for temperature comfort levels or compliance with any special ambient or environmental requirements within Building 111 that are controlled or determined by Landlord or any individual Tenant.

(c) **No Consequential Damages.** Notwithstanding anything to the contrary in this Agreement, it is specifically agreed and understood that neither Party shall be responsible to the other for any indirect, special, incidental or consequential loss or damage whatsoever (including lost profits and opportunity costs) arising out of this Agreement or anything done in connection therewith. This section shall apply whether any such indirect, special, incidental or consequential loss or damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise.

9. INDEMNIFICATION; INSURANCE.

(a) **Owner Indemnification.** Except as limited by Section 8 above, Owner hereby assumes all risk of and responsibility for, and agrees to defend, indemnify, and save harmless Landlord, its affiliates and subsidiary organizations, its and their respective lenders, shareholders, directors, officers, employees and agents (the "Landlord Indemnified Parties") from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith, made, brought or obtained on account of loss of life or property, or injury or damage to the person or property of any person or persons, which arise out of, or result from, any gross negligence or willful misconduct of Owner, or any agent or employee of Owner, in (i) constructing, operating and maintaining, or failing to operate, maintain, repair or replace, the CUP, or (ii) providing Services hereunder and/or in performing its responsibilities hereunder, except, in each case, to the extent that such loss, injury or damage is caused by the gross negligence or willful misconduct of Landlord, its agents or employees.

(b) **Landlord Indemnification.** Except as limited by Section 8 above, Landlord hereby assumes all risk of and responsibility for, and agrees to indemnify, defend and save harmless Owner, its parent, affiliate and subsidiary organizations, its and their respective lenders, shareholders, directors, officers, employees and agents (the "Owner Indemnified Parties") from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith, made, brought or obtained on account of loss of life or property, or injury or damage to the person or property of any person or persons, which arise out

of, or result from, gross negligence or willful misconduct of Landlord, or any agent or employee of Landlord, in (i) performing its responsibilities hereunder, or (ii) failing to operate, maintain, repair or replace all systems, pipes, wires, lines and other facilities downstream of the Points of Delivery to Building 111, and the same results in damage to the CUP or its appurtenant distribution infrastructure, except, in each case, to the extent that such loss, injury or damage is caused by the gross negligence or willful misconduct of Owner, its agents or employees.

(c) **Procedures.** In the event of any claim for indemnification by any Landlord Indemnified Parties or any Owner Indemnified Parties, the Parties shall follow the procedures for asserting and responding to such claims as specified in the Declaration.

(d) **Insurance.** Owner shall maintain property, general liability and umbrella insurance as set forth in the Declaration, which insurance shall provide at least \$50,000,000 of coverage, which is inclusive of mechanical breakdown insurance with respect to the CUP. Owner shall maintain such additional insurance as is provided for in the budget for fixed operating costs. All insurance required by this Section shall be provided by insurance companies ("Insurers") authorized to do business in the state in which the System is located, with a rating of A- or better from A.M. Best Company. Owner shall furnish Landlord no less frequently than annually with certificates of insurance, executed by a duly authorized representative of each Insurer, showing compliance with this Section. Owner shall provide copies of all insurance policies that it is required to maintain by this Section to Landlord.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION. Any confidential and/or proprietary information furnished by either Party to the other in connection with this Agreement shall not be disclosed to third parties without the prior written consent of the other Party, unless required by law or governmental agency provided that in such case the Parties shall use reasonable efforts to notify the other in advance to afford it an opportunity to protect its information. The terms and conditions of this Agreement, including without limitation, Service Charges and Service Specifications, shall be deemed confidential and proprietary. This provision shall not apply to information within any one of the following categories or any combination thereof: (a) information that was in the public domain prior to the receiving Party's receipt of the same or that subsequently becomes part of the public domain by publication or otherwise, except by the receiving Party's wrongful act; (b) information that the receiving Party can show was in its possession prior to receipt thereof from the disclosing Party; (c) information legally received by either Party from a third party having no obligation of confidentiality with respect thereto; or (d) information that is independently developed by the receiving Party without violating its obligations hereunder. In addition, each Party shall have the right to disclose otherwise confidential information (i) to its officers, directors, employees, attorneys, accountants, environmental auditors, engineers, other consultants, and potential lenders and permitted assignees, so long as such recipients are made aware of the requirements of this Section 10 and agree to be bound thereby; and (ii) to enforce its rights under this Agreement, so long as it takes reasonable steps to file confidential information under seal or pursuant to an effective protective order. The confidentiality obligations herein shall remain in full force and effect for a period of two (2) years after the date of expiration or earlier termination of this Agreement.

11. RECORDS. During the Term of this Agreement, and for five (5) years thereafter, each Party shall keep and maintain all appropriate records that relate to the billing and payment

relating to sale and delivery of the Services, in sufficient detail to provide accurate, complete and readily available information. Subject to Section 5(d), upon ten (10) days prior notice to the other Party, either Party or its designee may audit at its own expense, at reasonable times, all such records maintained by, or in the possession of, the other party for purposes of determining such other Party's compliance with the provisions of this Agreement. Such other Party shall make such records available to the auditing party or its designee at the CUP or Campus, as the case may be. The audited Party shall bear the cost of such audit if it is determined that the audit was required because of the audited Party's failure to meet its material obligations under this Agreement.

12. METERING AND VERIFICATION.

(a) **Measurement of Services.** The quantity of each Service delivered to Landlord from the CUP shall be ascertained by meter measurement.

(b) **Installation of Meters.** Owner shall install, at its expense, in or adjacent to Building 111, Meters that shall accurately determine the quantity and quality of each Service delivered to Landlord pursuant to this Agreement. As appropriate, separate Meters shall be installed for the measurement of each such Service if one or both Parties determine that such additional Meters are necessary or desirable ("Additional Meters"). Landlord shall provide, free of expense to Owner, suitable and satisfactory space for the installation of Meters, including, without limitation, Additional Meters at or near the Points of Delivery. Landlord shall also have the option to install, at its expense, Additional Meters to verify the quantity and quality of Services delivered by Owner pursuant to this Agreement.

(c) **Accuracy of Meters.** Each Party shall keep its respective Meters accurate and in good repair. The accuracy of Owner's Meters shall be tested and verified by Owner, at Owner's expense, at least annually, and at any reasonable time upon request by Landlord. If Landlord elects to install Additional Meters, the accuracy of such Additional Meters shall be tested by Landlord, at Landlord's expense, at least annually, and at any reasonable time upon request by Owner. If such request is made of Owner or Landlord, as the case may be, to determine the accuracy of a Meter, the Parties shall cooperate to secure a prompt verification of the accuracy of the Meter. The cost of such additional test shall be borne by the requesting party if the Meter(s) tested are found to be in good order, subject to a permitted variance of up to plus or minus two percent (2%) of total registration; otherwise the cost shall be borne by the owner of the Meter(s). Each Party shall have the right to be present whenever the other Party tests a Meter pursuant to this Section. Each Party shall give ten (10) business days' notice to the other Party in advance of conducting any such test and provide the other Party with a copy of the test reports within ten (10) business days of its receipt of the same.

(d) **Disputes.** If either Party disputes the accuracy of a test conducted regarding the other Party's Meter, the Party shall so advise the other Party in writing. The owner of such Meter shall, within fifteen (15) days after receiving such notice, advise the disputing Party in writing as to its position concerning the matter and the reasons for its position, including testing data for the Meter. If the Parties are unable to resolve their disagreement through negotiation, then either Party may engage an unaffiliated, qualified third party to test the Meter. Should the Meter be found to be in good order, subject to a permitted variance of up to plus or minus two percent

(2%) of total registration, the disputing Party shall bear the cost of the inspection; otherwise the cost shall be borne by the owner of the Meter. Any repair or replacement of a Meter found to be registering inaccurately within the parameters set forth in this Section shall be made at the owner's expense as soon as practicable, based upon the results of the third party's report.

(e) **Minor Adjustments.** If, upon testing, any Meter is found to be inaccurate or to be in error by not more than plus or minus two percent (2%) of total registration, previous recordings by such Meter shall be considered to be accurate in computing the amount of Services actually supplied by Owner. The Meter shall, however, be promptly adjusted, if possible, to record more accurately.

(f) **Major Adjustments.** If, upon testing, any Meter is found to be in error by more than plus or minus two percent (2%) of total registration, then payments made during the period in which each Meter was in error by more than plus or minus two percent (2%) of total registration shall be adjusted to reflect the corrected measurements as determined pursuant to Section 12(g) hereof. If no reliable information exists as of the period over which Owner's Meter is found to be in error by more than plus or minus two percent (2%) of total registration, it shall be assumed for correction purposes that such inaccuracy began at a point in time midway between the testing date and the last previous date on which the Meter was tested and found to be accurate. If the Meter has not previously been tested, the applicable date for correction purposes shall be the point in time midway between the testing date and date of installation. Meters found to be inaccurate by more than two percent (2%) shall be promptly repaired or replaced by the owner of the Meter such that the Meter is within the tolerance acceptable to both parties, but not more than two percent (2%) of total registration.

(g) **Measurements.** If any of Owner's Meters should be out of service or registers inaccurately within the meaning of Section 12(f) herein, measurement shall be determined by: (i) using the registration of Landlord's Meter, if installed and accurately registering; or (ii) in the absence of an appropriately installed and accurately registering Landlord Meter, if, upon a calibration test of Owner's Meter a percentage of error is ascertainable, making a mathematical calculation based upon the actual Meter registration adjusted for the ascertainable percentage error; or (iii) in the absence of both an installed and accurately registering Meter belonging to Landlord and an ascertainable percentage of error for Owner's Meter, estimating by reference to quantities measured during periods of similar conditions when Owner's Meter was registering accurately.

(h) **Records.** The records from Owner's or Landlord's Meters shall remain the property of Owner or Landlord, respectively, but, upon request, each Party shall submit to the other its records and charts, together with calculations therefrom, for inspection, verification and copying, subject to return within ten (10) business days after receipt of such records.

13. SCHEDULED AND UNSCHEDULED OUTAGES.

(a) **Scheduled Outages.** The Parties acknowledge that Prudent Operating Practices and manufacturer requirements, among other reasons, may periodically require Owner to temporarily suspend, in whole or in part, the operation of the CUP for maintenance and repair purposes. Whenever it shall become necessary for Owner to schedule an outage to enable Owner

to perform maintenance or repair, the Parties shall coordinate with regard to the timing and duration of such scheduled outages so as to minimize, to the extent reasonably practicable, the interference with Owner's reliable provision of Services to Landlord, to maximize the efficiency and economic benefit of the CUP, and to minimize outage-related costs. Owner shall perform maintenance and repairs during scheduled outages in accordance with Prudent Operating Practices, and shall to the maximum extent feasible utilize the redundancy in the CUP's facilities to maintain Services while performing such maintenance and repairs.

(b) Notice and Timing of Scheduled Outages. Owner shall provide Landlord not less than thirty (30) calendar days prior written notice of a scheduled maintenance or repair outage, unless circumstances dictate a shorter period for a repair outage, in which case notice reasonable in the circumstances shall be provided. To the extent reasonably practicable, scheduled outages shall occur during off-peak hours and seasons for the type of service provided to avoid outages from occurring during periods of peak demand, such that the electric outages occur during spring and fall months, steam outages occur in the late spring, summer or early fall months, and chilled water outages occur during the late fall, winter or early spring months. Owner shall have an affirmative obligation to limit the duration of an outage consistent with Prudent Operating Practices.

(c) Long-Term Outage Schedule. Upon the execution of this Agreement, Owner shall provide Landlord with a long-term scheduled outage schedule to include all major scheduled outages, defined as outages expected to last longer than seven (7) days, for the first two (2) years following the Effective Date. Within sixty (60) days following the second year anniversary date of the Effective Date, Owner shall provide a long-term scheduled outage schedule for the long-term scheduled outages contemplated to occur within the next two (2) year period (and, in a similar manner, will provide a long-term scheduled outage schedule for the major scheduled outages contemplated to occur within each succeeding two (2) year period during the Term).

(d) Supplemental Services Supply During Scheduled And Unscheduled Outages. In circumstances in which a scheduled or unscheduled outage occurs, Owner shall have an affirmative obligation, consistent with Prudent Operating Practices, to limit the scope and duration of the outage to the extent reasonably practicable in the circumstances. Owner shall have no obligation to provide supplemental electric, steam and chilled water during these outages, but shall to the maximum extent feasible utilize the redundancy in the CUP's facility to maintain service while such outage occurs and to the extent a substitute source for a Service is available during a scheduled or unscheduled outage from a redundant source reasonably available to Owner (such as for Electricity, if PSE&G or other third party supplier's supply is unavailable, Electricity from the Cogen Facility, as provided in Section 13(e) below or from an alternate boiler(s) or chiller(s) or other CUP component, as applicable), Owner shall procure such replacement source to minimize the interruption of the delivery of Services to Landlord as provided in this Agreement.

(e) Operation of CUP in Island Mode. Landlord understands and acknowledges that the ability of the CUP (including the Cogen Facility) to operate in Island Mode represents a considerable benefit to Landlord as it enables the CUP to continue to operate even during periods of service interruptions on the PSE&G and PJM systems caused by major storm events and other

factors. Landlord agrees to accept Services from Owner while the CUP is operating in Island Mode. Services provided to Landlord during periods of operation in Island Mode shall be billed at the current Service Charges in effect during such periods. Landlord further understands and acknowledges that during such periods of interruption, in order for the CUP to operate in Island Mode, it will be necessary to physically disconnect, and to thereafter re-connect, the CUP from the PSE&G and PJM systems. The disconnection and re-connection of the CUP to these utility grids will each necessitate a brief interruption of the Services provided by Owner to Landlord under this Agreement. Owner and its contractors that operate the CUP shall use commercially reasonable efforts to limit the periods of interruption during which the CUP are placed into or taken out of Island Mode. During such periods of interruption, Owner's obligation to supply Services to Landlord shall be suspended, and no penalties or damages shall be payable by Owner to Landlord during such suspension periods; provided, however, that Owner shall use commercially reasonable efforts consistent with Prudent Operating Practices to limit the periods of interruption during which the CUP is placed into or taken out of Island Mode.

14. FORCE MAJEURE.

(a) **Definition.** For purposes of this Section, "Force Majeure" means any act or event that prevents or delays a party from performing, in whole or in part, any obligation arising under this Agreement and neither was within the reasonable control of, and was not caused by the fault, negligence or willful misconduct of the non-performing party, and could not have been prevented by reasonable actions taken by the non-performing party. Events of Force Majeure include, without limitation, acts of God, riots, insurrections, civil disturbances, terroristic and malicious acts by third parties intended to cause death, injury, loss or damages, acts of war (whether declared or otherwise), landslides, lightning, earthquakes, explosions, fires, epidemics, storms, floods, hurricanes, labor strikes, lockouts, unavailability of fuel, power or raw materials, interruptions as a result of government or court orders, or present or future orders of regulatory bodies having proper jurisdiction (so long as any restrictions or restraints from such authorities do not result from the non-performing party's failure to comply with applicable laws and regulations), changes in applicable law, and breakdowns and equipment failure (excluding, however, any breakdown or failure caused by the non-performing party's negligence or failure to operate, maintain, repair, or replace such plant or equipment in a manner consistent with Prudent Operating Practices). Inability to make a payment when due, insufficiency of financial resources generally, and changes in the financial and energy markets shall not constitute events of Force Majeure.

(b) **Suspension of Performance.** Neither Owner nor Landlord shall be in default in respect of any obligation under this Agreement if the Party is unable to perform its obligations by reason of an event of Force Majeure, provided that (i) the suspension of performance shall be commensurate with the nature and duration of the event of Force Majeure and the non-performing Party uses commercially reasonable efforts to restore its ability to perform and to mitigate, in an expeditious manner, any losses to the other Party which the non-performing Party could not with the exercise of reasonable diligence have avoided; (ii) the suspension of performance is of no greater scope or duration than is required by the event; (iii) the non-performing Party uses commercially reasonable efforts to continue to perform its obligations hereunder and to remedy its inability to perform; and (iv) no obligation of either Party that arose before the event causing the suspension of performance shall be excused as a result of the event.

(c) **Scope of Relief.** An event of Force Majeure shall not relieve a Party of liability if it fails to use reasonable diligence to remedy the situation in an adequate manner and with all reasonable diligence. Nor shall such an event relieve either Party of liability unless such Party shall timely provide the other Party with written notice and a full description of the event as soon as possible (but no later than three (3) days after the occurrence of the event) after the Force Majeure event relied upon, including the reasons for delayed performance and its expected duration, furnishes ongoing and timely reports with respect to the event, and provides notice of the termination of the event to the other Party as soon as reasonably possible after the Force Majeure event relied upon has terminated.

(d) **Termination by Reason of Force Majeure Event.** Notwithstanding anything contained in this Agreement to the contrary, if Owner's performance is suspended by reason of Force Majeure for more than fifteen (15) consecutive days as to the provision of one or more Services on the terms provided herein, Landlord may terminate this Agreement, as to one or more of such Services on fifteen (15) days prior written notice to the Owner and to any beneficiary of a Collateral Transfer that has been made known to Landlord; provided, however, that such termination notice will be null and void if, prior to the effective date of such termination, Owner resumes the performance of all of its obligations under this Agreement, or if a beneficiary of a Collateral Transfer notifies Landlord prior to the effective date of such termination that it intends to assume operations of the CUP and completes such assumption within thirty (30) days thereafter. If this Agreement is terminated pursuant to this Section, the provisions of Section 18(d) herein shall apply.

15. EVENTS OF DEFAULT.

(a) **Owner Events of Default.** An "Owner Event of Default" shall be deemed to exist upon the occurrence of any one or more of the following events, unless otherwise cured in the manner set forth below:

(i) Failure by Owner to fully perform the material provisions of this Agreement, and such failure continues for a period of thirty (30) days after written notice of such default, provided that if any such failure cannot be cured within such thirty (30) day period, and if Owner shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of the same with diligence, then the time within which such failure or breach may be cured shall be extended for such period as may be reasonably necessary to complete the same with diligence.

(ii) Notwithstanding Section 15(a)(i), failure by Owner to provide Services to Landlord of the quality and in the quantities required by Exhibit A of this Agreement for a period of five (5) consecutive business days shall constitute an Owner Event of Default for which no written notice shall be required, unless Owner's failure to perform is excused by an event of Force Majeure, an Emergency Condition, a scheduled outage, or an unscheduled outage caused in whole or in part by Landlord or any employee, contractor or agent of Landlord. If any such failure cannot be cured with such five (5) business day period, and if Owner shall begin to cure such failure within the five (5) business day period and thereafter attempts to effect cure of the failure in a diligent manner, the time within which such failure may be cured shall be extended for such period as may be reasonably necessary to complete such cure with diligence.

(iii) Owner makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; files a voluntary petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties; or if it or its shareholders shall take any action seeking a dissolution or liquidation; provided, however, there shall be no Owner Event of Default under this Section 15(a)(iii) if a beneficiary of a Collateral Transfer notifies Landlord within the cure period provided in Section 15(a)(i) that it intends to assume operations of the CUP and completes such assumption within thirty (30) days thereafter.

(iv) If, within ninety (90) days after the commencement of any proceedings against Owner seeking reorganization, arrangement, readjustment, liquidation or dissolution, such proceedings shall not have been dismissed, or if within ninety (90) days after the appointment, without consent or acquiescence, of any trustee, receiver or liquidator of it or of all or any substantial portion of its assets and properties, such appointment shall not have been vacated.

(b) **Landlord Events of Default.** Any one of the following events shall constitute a "Landlord Event of Default":

(i) Landlord shall fail to pay any bill for Services rendered or other charges incurred under this Agreement as and when due, and such failure shall continue for a period of ten (10) days after written notice of nonpayment from Owner to Landlord.

(ii) Landlord shall fail to comply with any other material provision of this Agreement or breaches any representation or warranty in any material respect and shall fail to cure that failure or breach within thirty (30) days after notice and written demand by Owner to cure the same, unless such failure or breach is due to the acts or omissions of Owner or any employee, contractor or agent of Owner, an event of Force Majeure, or an Emergency Condition; provided that if any such failure or breach cannot be cured within such thirty (30) day period, and if Landlord shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of the same with diligence, then the time within which such failure or breach may be cured shall be extended for such period as may be reasonably necessary to complete the same with diligence.

(iii) Landlord makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; files a voluntary petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appoint of a trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties; or if it or its shareholders shall take any action seeking a dissolution or liquidation; provided, however, there shall be no Landlord Event of Default under this Section 15(b)(iii) if a secured creditor of Landlord notifies Owner within the cure period provided in Section 15(b)(i) or (ii) that it intends

to assume Landlord's obligations hereunder and completes such assumption within thirty (30) days thereafter.

(iv) If, within ninety (90) days after the commencement of any proceedings against Landlord seeking reorganization, arrangement, readjustment, liquidation or dissolution, such proceedings shall not have been dismissed, or if within ninety (90) days after the appointment, without consent or acquiescence, of any trustee, receiver, or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not have been vacated.

(v) Except as expressly permitted herein, Landlord's purchase of Electricity, steam, chilled water or Compressed Air from a source other than the CUP or Landlord's use of its backup generators to generate Electricity for a period of seventy-two (72) hours after notice, shall constitute a Landlord Event of Default for which no further notice of default and opportunity to cure shall be required.

(vi) Landlord's unauthorized sale of Services to any third party customer located on, contiguous to, or electrically, thermally or otherwise connected with, the Campus, or to the PSE&G and/or PJM grids. For avoidance of doubt, the reimbursement in compliance with applicable law of Service Charges allocable to the use of Building 111 by approved tenants and other authorized users of Building 111 shall not constitute a sale of Services for purposes of this Agreement.

16. REMEDIES.

(a) **Owner's Remedies.** Upon the occurrence of a Landlord Event of Default and in the event that there is not an express remedy or measure of damages provided in this Agreement for any breach of this Agreement which is the basis of a Landlord Event of Default, Owner may pursue any other remedies it may have under applicable law, provided, however, the liability of Landlord shall be limited to direct damages only and all other damages and remedies, including, without limitation, consequential damages and lost profits, are waived.

(b) **Landlord Remedies.** Upon the occurrence of an Owner Event of Default and in the event that there is not an express remedy or measure of damages provided in this Agreement for any breach of this Agreement which is the basis of such Owner Event of Default, Landlord may pursue any other remedies it may have under applicable law, provided, however, the liability of Owner shall be limited to direct damages only and all other damages and remedies, including, without limitation, consequential damages and lost profits, are waived.

(c) **Waiver of Breach.** Either Party may waive a breach by the other Party, provided that no waiver by or on behalf of either Party of any breach, or of any of the provisions, conditions, restrictions, or stipulations contained in this Agreement, shall take effect or be binding on such Party unless the waiver is in writing and executed by such Party, and any such waiver shall be deemed to extend only to the particular breach waived for the period during which the breach is waived, and shall not limit or otherwise affect any rights that such Party may have with respect to any other or future breach.

(d) **Termination.** If this Agreement is terminated pursuant to the terms hereof, unless otherwise provided herein, the Parties shall be released and discharged from any obligations arising or accruing hereunder from and after the date of such termination. Termination of this Agreement shall not discharge or relieve either Party from any obligations or liabilities which may have accrued pursuant to the terms of this Agreement prior to such termination.

17. REPRESENTATIONS AND WARRANTIES.

(a) **Representations and Warranties of Landlord.** Landlord represents and warrants to Owner as of the date of this Agreement as follows:

(i) **Organization.** It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to do business in the State of New Jersey.

(ii) **Power, No Violation of Agreements.** It has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The consummation of the transactions contemplated by this Agreement will not violate, or be in conflict with, any provision of its formation or governing documents or any provision of any agreement or instrument to which it is a party or by which it or any of its assets are bound or any judgment, decree, order, statute, rule or regulation applicable to it.

(iii) **Authorization.** Its execution, delivery and performance of this Agreement and the transactions contemplated hereby, have been duly and validly authorized by all requisite action on its part.

(iv) **Execution and Delivery.** This Agreement has been duly executed and delivered on behalf of it. This Agreement constitutes the legal, valid and binding obligations of it, enforceable against Landlord in accordance with its terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium and other laws for the protection of creditors, as well as to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(v) **Litigation.** (i) No suit, action, governmental investigation or other proceeding is pending against it or, to its knowledge, threatened against it before any court or governmental agency, and (ii) there are no judgments, outstanding orders, injunctions, decrees, stipulations or awards as of the date of this Agreement, that, in either the case of (i) or (ii) could reasonably be expected to impair its ability to perform its obligations under this Agreement in any material respect or that could reasonably be expected to result in material impairment or loss of its title to any part of its assets.

(vi) **No Brokers' Fees.** It has not incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to the transactions contemplated by this Agreement.

(vii) **No Bankruptcy.** There are no bankruptcy proceedings pending, or to its knowledge, being contemplated or threatened against it.

(b) **Representations and Warranties of Owner.** Owner represents and warrants to Landlord as follows:

(i) **Organization.** It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to do business in the State of New Jersey.

(ii) **Power, No Violation of Agreements.** It has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The consummation of the transactions contemplated by this Agreement will not violate, or be in conflict with, any provision of its formation or governing documents or any provision of any agreement or instrument to which it is a party or by which it or any of its assets are bound or any judgment, decree, order, statute, rule or regulation applicable to it.

(iii) **Authorization.** Its execution, delivery and performance of this Agreement and the transactions contemplated hereby, have been duly and validly authorized by all requisite action on its part.

(iv) **Execution and Delivery.** This Agreement has been duly executed and delivered on behalf of it. This Agreement constitutes the legal, valid and binding obligations of it, enforceable against Owner in accordance with its terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium and other laws for the protection of creditors, as well as to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(v) **Litigation.** (i) No suit, action, governmental investigation or other proceeding is pending against it or, to its knowledge, threatened against it before any court or governmental agency, and (ii) there are no judgments, outstanding orders, injunctions, decrees, stipulations or awards as of the date of this Agreement, that, in either the case of (i) or (ii) could reasonably be expected to impair its ability to perform its obligations under this Agreement in any material respect or that could reasonably be expected to result in material impairment or loss of its title to any part of its assets.

(vi) **No Brokers' Fees.** It has not incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to the transactions contemplated by this Agreement.

(vii) **No Bankruptcy.** There are no bankruptcy proceedings pending, or to its knowledge, being contemplated or threatened against it.

(viii) **Installation/Initial Services Delivery Date.** As of the date hereof, the CUP is in good working order and capable of distributing and/or generating the Services in accordance with the requirements of this Agreement on a continuous basis. Owner shall have all Services available to Building 111 on the terms set forth in this Agreement by no later than the Commencement Date of the Lease.

18. DISPUTE RESOLUTION

(a) **Occurrence of Disputes.** Any claim or dispute, which either Party may have against the other arising out of the Agreement, shall be submitted in writing to the other Party not later than sixty (60) days after the circumstances which gave rise to the claim or dispute have taken place became known to such submitting Party. The submission of any claim or dispute shall include a concise statement of the question or issue in dispute, together with any relevant facts and documentation to fully support the claim.

(b) **Arbitration.** If any such claim or dispute arises, the Parties shall use diligent efforts to resolve the claim or dispute, initially through informal good faith negotiations or, upon the failure of such negotiations, through arbitration before a single arbitrator conducted pursuant to the provisions of the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator conducting the arbitration shall have expertise in utility ratemaking and energy regulatory policies. The arbitrator shall be bound by the provisions of this Agreement, and shall not have the authority to add to, subtract from or otherwise modify such provisions, and the arbitrator shall consider only the specific issues submitted for resolution. However, nothing in the immediately preceding sentence shall be construed to prohibit the arbitrator from taking into consideration any governmental approvals, plans, documents, reports, expert reports, testimony and expert testimony offered by either Party and determined by the arbitrator to be admissible and relevant to the matter in dispute in reaching a decision. Each Party shall have the right to appear and be represented by counsel before the arbitrator and submit such data, memoranda and other documentation, reports, expert reports, testimony, and expert testimony, as the Party deems appropriate under the circumstances, in support of the Party's position. Nothing in this subsection shall be construed to prohibit the arbitrator from granting an oral hearing upon the request of either Party in the dispute. The decision of the arbitrator shall be conclusively binding on the parties, and judgment upon the decision may be entered in any court having jurisdiction. The Parties knowingly and intentionally waive and relinquish any right to litigate in court any matter that has been determined by arbitration in accordance with this Agreement. The prevailing Party in connection with any arbitration under this subsection shall be entitled to reimbursement of its reasonable and actual counsel fees and expenses from the non-prevailing Party and the non-prevailing Party shall pay all fees and expenses of the arbitrator.

19. MISCELLANEOUS

(a) **Pledge or Assignment.** Landlord shall not pledge or assign this Agreement or its rights or obligations under this Agreement without the prior written consent of Owner, which shall not be unreasonably withheld or delayed; *provided, however,* if Landlord transfers ownership of Building 111 to a new owner, Landlord may simultaneously assign this Agreement to such new owner. Any attempted pledge or assignment in violation of this Agreement will be void *ab initio*.

(b) **Governing Law.** This Agreement shall be construed in accordance with and shall be enforceable under the laws of the State of New Jersey.

(c) **Notices.** All notices hereunder (other than notices designated for delivery to operating personnel, which shall be made in any manner reasonable under the circumstances)

shall be sufficient if personally delivered or sent by registered or certified mail, postage prepaid, or nationally recognized overnight courier service and addressed as follows:

If to Owner:

PB Nutclif Master, LLC
c/o Prism Capital Partners
200 Metro Boulevard, Suite 1300
Nutley, New Jersey 07110
Attention: Eugene R. Diaz

With a copy to:

Fox Rothschild LLP
49 Market Street
Morristown, NJ 07960-5122
Attention: Robert Klausner

If to Landlord:

PB Nutclif Master, LLC
c/o Prism Capital Partners
200 Metro Boulevard, Suite 1300
Nutley, New Jersey 07110
Attention: Eugene R. Diaz

With a copy to

Fox Rothschild LLP
49 Market Street
Morristown, NJ 07960-5122
Attention: Robert Klausner

Owner and Landlord by like notices may designate any further or different address or addresses to which notices shall be sent. Any notice sent by mail will be deemed to have been delivered to the addressee on the third (3rd) business day after posting in the United States mail, or, if transmitted by overnight courier service, on the first (1st) business day after transmittal, or, if delivered personally, on the date of delivery. Counsel for a Party may give notice to the other Party with the same effect as if given by a Party.

(d) **Severability.** If any clause, provision or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions herein.

(e) **Entire Agreement; Counterparts.** This Agreement and the exhibits attached herein and incorporated herein by reference constitute the entire agreement between the parties with respect to the matters contained herein. All prior agreements with respect therein are superseded hereby and each Party confirms that it is not relying on any representations or

warranties of the other Party except as specifically set forth herein. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. This Agreement will bind each Party and its successors and assigns and benefit each Party and its permitted successors and permitted assigns.

(f) Amendments. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.

(g) No Partnership or Joint Venture. This Agreement is not intended, nor shall it be construed, to constitute the Owner and Landlord as partners or joint ventures with each other, to constitute either as the agent of the other or to render either liable for the debts or obligations of the other.

(h) Runs with the Land. This Agreement is intended to, and shall, run with the Campus and shall bind and inure to the benefit of the Parties hereto and their respective successors. Notwithstanding anything to the contrary contained in this Agreement, any and all rights and obligations arising under this Agreement shall (i) run with, and for the benefit of, solely the Building 111 Property; and (ii) encumber solely Owner's interest in the CUP Land. For the avoidance of doubt, notwithstanding that PB Nutclif Master, LLC is the owner of the entirety of that certain real property constituting the Master Property, the burdens of this Agreement shall run solely with the CUP Land.

(i) CUP Subdivision and Relocation.

(i) Upon the occurrence of a CUP Subdivision, notwithstanding the provisions of Section 19(i)(iii) below, the definition of "CUP Land" as set forth in this Agreement shall automatically be modified to be limited to the land upon which the CUP Improvements are located as of the date of each CUP Subdivision.

(ii) Owner hereby reserves the right to relocate any portion of the CUP Improvements (a "CUP Relocation"), provided, however, that such CUP Relocation shall not cause a material adverse effect on the functionality, utility or receipt of the Services to Landlord under this Agreement.

(iii) So long as no Owner Event of Default has occurred and remains continuing under this Agreement, at Owner's sole cost and expense, upon not less than ten (10) business days' prior written notice by Owner, the Parties shall execute an amendment to this Agreement, in recordable form, evidencing the CUP Subdivision or the CUP Relocation, as the case may be, which amendment shall confirm the modification or modifications, as the case may be, to the definitions of "Campus", "CUP Land", or "CUP Improvements" under this Agreement.

(j) Building 111 Subdivision and Relocation.

(i) Upon the occurrence of the Building 111 Subdivision, notwithstanding the provisions of Section 19(j)(ii) below, the definition of "Building 111 Land" as set forth in this Agreement shall automatically be modified to be limited to the land upon which Building 111 is located as of the date of the Building 111 Subdivision.

(ii) So long as no Owner Event of Default has occurred and remains continuing under this Agreement, at Owner's sole cost and expense, upon not less than ten (10) business days' prior written notice by Owner, the Parties shall execute an amendment to this Agreement, in recordable form, evidencing the Building 111 Subdivision, which amendment shall confirm the modification or modifications, as the case may be, to the definitions of "Campus", "Building 111 Land" or "Building 111" under this Agreement.

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LANDLORD:

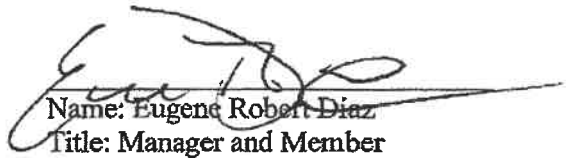
PB NUTCLIF MASTER, LLC,
a Delaware limited liability company

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

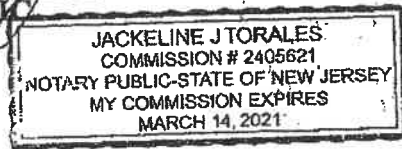
STATE OF NEW JERSEY

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



IN WITNESS WHEREOF, the Parties herein have caused this Agreement to be executed by their duly authorized representatives under seal as of the date first above written.

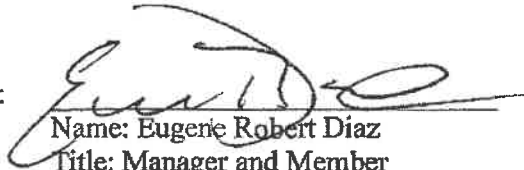
OWNER:

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


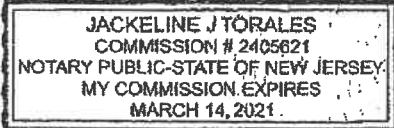
By: 
Name: Eugene Robert Diaz
Title: Manager and Member

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


JACKELINE J TORALES
COMMISSION # 2405621
NOTARY PUBLIC-STATE OF NEW JERSEY
MY COMMISSION EXPIRES
MARCH 14, 2021

EXHIBIT A

EXHIBIT A

CONTRACT CAPACITY AND SERVICE SPECIFICATIONS

(See attached)

Exhibit A: Contract Capacity and Service Specifications

Electricity

Service Specification: Owner agrees to provide electricity to Landlord at a nominal level of 480Y/277 Volts. The service supplied will be alternating current with a nominal frequency of 60 Hertz. Landlord will be subject to the delivery charges and billing determinants of the PSE&G Large Power and Lighting Service – Secondary Distribution Voltage Rate and the PSE&G Basic Generation Services – Commercial Industrial Pricing (BGS-CIEP) Electric Supply Charges as indicated in Exhibit B.

Contract Capacity: The Contract Capacity for Landlord will initially be set at a level of 2,150 kVA. Landlord's monthly peak demand shall be the greatest average number of kilowatts delivered by Owner over any thirty-minute interval.

Steam

Service Specification: Owner agrees to provide steam to Landlord at nominal conditions of 90-125 psig, saturated.

Contract Capacity: The Contract Capacity for Landlord will initially be set at a level of 15,000 pounds per hour. Landlord's monthly peak demand shall be the greatest average number of pounds of steam delivered by Owner over any hourly interval. The Contract Capacity shall be subject to the rates specified in Exhibit B.

Chilled Water

Service Specification: Owner agrees to provide chilled water to Landlord at nominal conditions of 44°F during cooling season and 44-50°F during non-cooling seasons.

Contract Capacity: The Contract Capacity for Landlord will initially be set at a level of 1,800 Tons. The monthly peak demand shall be the greatest average number of ton-hrs of cooling delivered by Owner over any hourly interval. The Contract Capacity shall be subject to the rates specified in Exhibit B.

Compressed Air

Service Specification: Owner agrees to provide oil free compressed air to the Building at nominal conditions of 80 to 110 psig, which compressed air is oil free and possesses a dew point of -20°F to a maximum Dew Point of -40°F.

Contract Capacity: The Contract Capacity for The Building will initially be set at 150 SCFM. The Building's monthly peak demand shall be the greatest average number of Standard Cubic Feet per Minute of compressed air delivered by Owner over any fifteen-minute interval. The Contract Capacity shall be subject to the rates specified in Exhibit B.

EXHIBIT B

EXHIBIT B

SERVICE RATES

(See attached)

**Exhibit B – Service Rates
On3 Campus**

Electricity	Distribution Energy Charge	Energy Supply
	\$/kWh & \$/kW	\$/kWh
January - December	Calculated based on using: PSE&G Large Power and Lighting Service - Secondary Distribution Voltage Rates, based on measured usage	Calculated based on using: PSEG Basic Generation Service - Commercial and Industrial Pricing (BGS-CIEP) Electric Supply Charges -OR- Third Party Supplier. Based on measured usage.
Annual Escalation Rate	Per Tariff	Market

Steam	Distribution Energy Charge	Energy Supply
	\$/Mlbs	\$/Mlbs
January - December	N/A	Actual "all in" unit costs (e.g. \$/ccf) paid by the owner which will vary month to month or fuel oil cost, calculated based on using: PSE&G Basic Gas Supply Service Interruptible (BGSS) Commodity Charge, third party supply or fuel oil cost. Gas will be converted to steam at 1200 BTU/lbs. and 80% boiler efficiency. Billing method: market rates multiplied by measured usage.
Annual Escalation Rate	2.50%	Market

Chilled Water	Distribution Energy Charge	Energy Supply
	\$/Ton-hr	\$/Ton-hr
January - December	N/A	CHW usage will be converted to electricity at 0.9 Kw/ton and will be billed base on the calculated unit costs for the Campus (e.g. \$/kWh) based on PSE&G's Large Power and Lighting Service-Secondary Distribution for Distribution Charges and PSE&G's Basic Generation Service - Commercial and Industrial Pricing (BGS-CIEP) for Generation Charges which may vary on a month to month basis. Based on measured usage (in ton-hours) during the period applicable to the market rate.
Annual Escalation Rate	2.50%	Market

Compressed Air	Distribution Charge	Energy Supply
	\$/SCFH	\$/kWh
January - December	N/A	Compressed Air usage will be converted to electricity at 0.211kW/SCF and will be billed based on the calculated unit costs for the Campus (e.g. \$/kWh) based on PSE&G's Large Power and Lighting Service-Secondary Distribution for Distribution Charges and PSE&G's Basic Generation Service - Commercial and Industrial Pricing (BGS-CIEP) for Generation Charges which may vary on a month to month basis. Based on measured usage (in SCFH) during the period applicable to the market rate.
Annual Allocation Rate	Per Tariff	Market

EXHIBIT C
EXHIBIT C
SERVICE LEVELS
(See attached)

Central Utility Plant - Service Levels

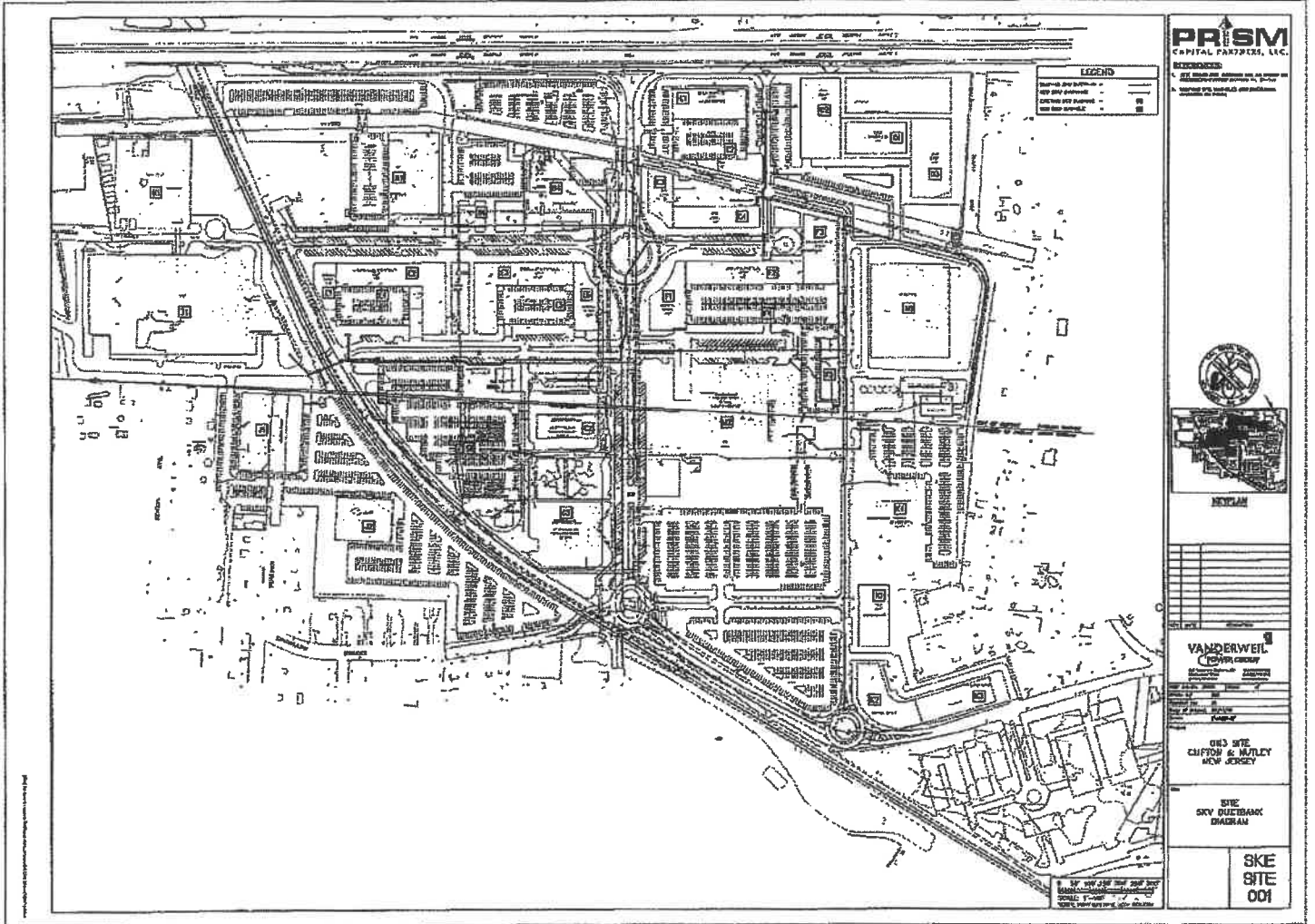
Service	Equipment	Frequency
Staffing		
	Boiler Operation (Heating Season - 26 wks.)	One position 24hrs/7 days/wk allocated to CUP @ 100%
	Chiller Operation (Cooling Season - 26 wks.)	One position 24hrs/7 days/wk allocated to CUP @ 100%
	Maintenance	Four positions 40hrs/wk allocated to CUP @ 40%
Steam		
	Dual fuel boilers	Seasonal start-up, lay-up, annual service, daily inspection when operating
	HRSG - heat recovery steam generators	Annual service, daily inspection when operating
	Condensate Pumps	Semi-annual service
	Water Treatment	Monthly service including chemicals
	Distribution	Monthly inspection during operations
Chilled Water		
	Centrifugal Chillers	Annual service, daily inspection when operating
	Condenser & circulating pumps	
	Cooling Towers	Start-up cleaning and monthly service
	Water Treatment	Monthly service including chemicals
	Distribution	Monthly inspections
Electrical Maint/Emprce		
	COGEN turbine generator units	Semi-annual service, daily inspection when operating
	UPS Preventative Maintenance & Testing	Annual service
	Switchgear Maintenance	Prudent PM's using industry standards
	Infrared Testing	As necessary, minimum every five years
	Generators (emergency back-up for critical systems)	Semi-annual service, monthly test
	Distribution	Monthly inspections
General Maintenance		
	Air Handling Units (including filter changes)	Quarterly
	Building Envelope	Quarterly inspection, repairs as necessary
	Porter Service	Daily RR & locker room service
	Routine Pest Control	Quarterly service
Fire Life Safety		
	Detection System Inspection	Annual service
	Emergency Light Testing	Annual
	Fire Extinguisher inspection	Monthly
	Fire Pumps, electric - inspection and testing	Annual service, monthly test
	Fire Pumps, diesel - inspection and testing	Annual service, weekly test
	Fire Sprinklers - inspections and testing	Annual
	Safety Inspection	Monthly inspection
	Gaseous Suppression System Inspection (Novec & CO2)	Annual test, monthly inspection
Control Systems & Software Maintenance		
	BMCS system	Manufacturers recommendation and prudent operators standards
	Utility Monitoring & Control System	
	Air Emissions CBMS	
Domestic Water		
	Booster Pumps (excludes individual Bldg)	Semi Annual service
	Distribution	Monthly inspection
Compressed Air		
	Air compressors	Semi Annual service, daily inspections
	Air Dryers	Semi Annual service, daily inspections
	Distribution	Monthly inspection

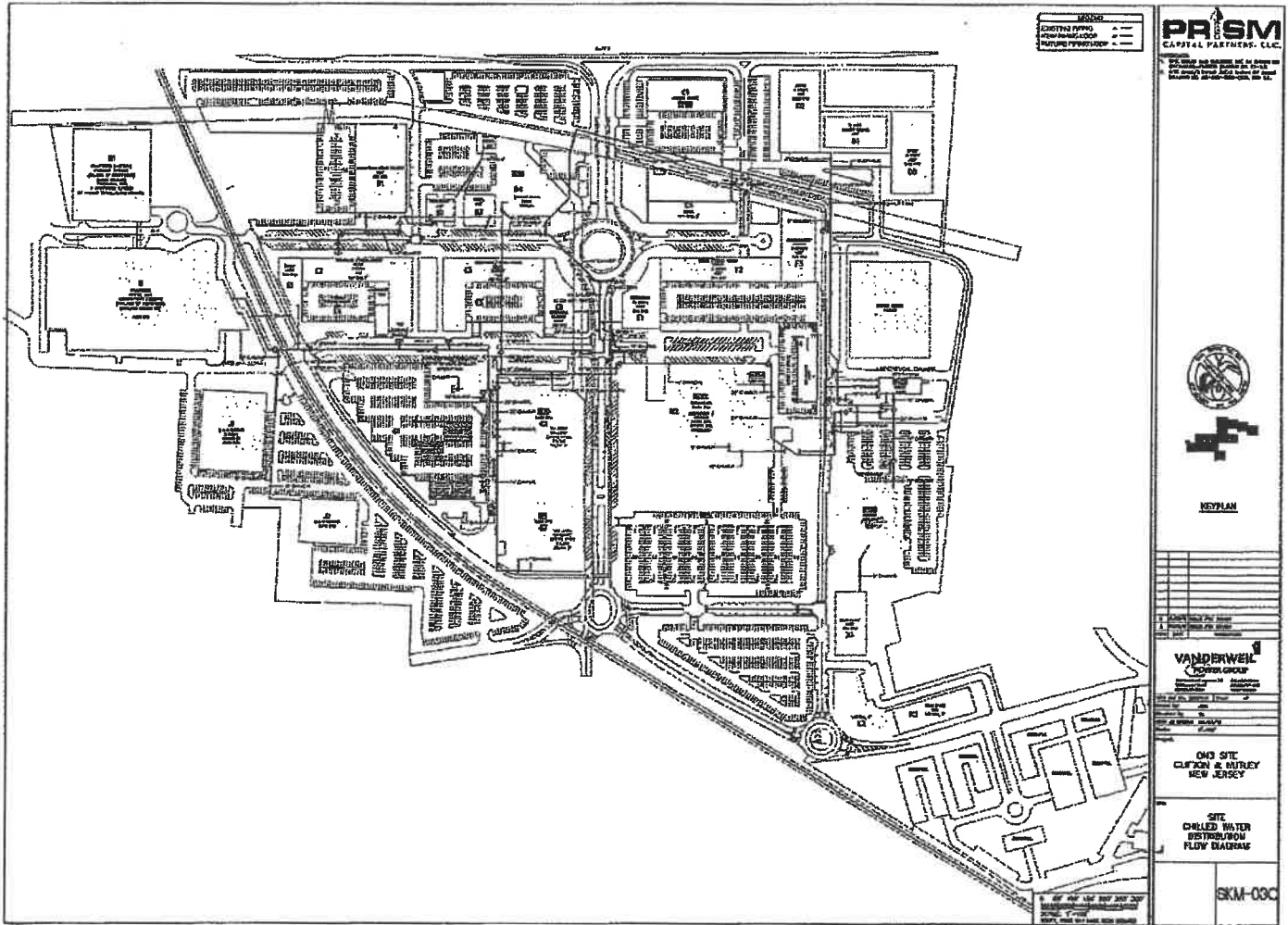
EXHIBIT D

EXHIBIT D

PLANS AND DRAWINGS

(See attached)





PRISM
CAPITAL PARTNERS, LLC.

FOR MORE INFORMATION, CONTACT:
PRISM CAPITAL PARTNERS, LLC.
100 WALL STREET, SUITE 2000
NEW YORK, NY 10038
TEL: 212 410 1000
WWW.PRISMCP.COM



KEYPLAN

1. PROJECT NAME	
2. PROJECT NUMBER	
3. PROJECT LOCATION	
4. PROJECT DATE	
5. PROJECT STATUS	
6. PROJECT OWNER	
7. PROJECT ARCHITECT	
8. PROJECT ENGINEER	
9. PROJECT CONTRACTOR	
10. PROJECT BUDGET	
11. PROJECT RISK	
12. PROJECT CHALLENGES	
13. PROJECT SUCCESS FACTORS	
14. PROJECT LESSONS LEARNED	

VANDERWEIL
CONSULTANTS
INCORPORATED
100 WALL STREET, SUITE 2000
NEW YORK, NY 10038
TEL: 212 410 1000
WWW.VANDERWEIL.COM

ONE SITE
CLAYTON & MURLEY
NEW JERSEY

SITE
COLLECTED WATER
DISTRIBUTION
FLOW DIAGRAM

SKM-03C

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.

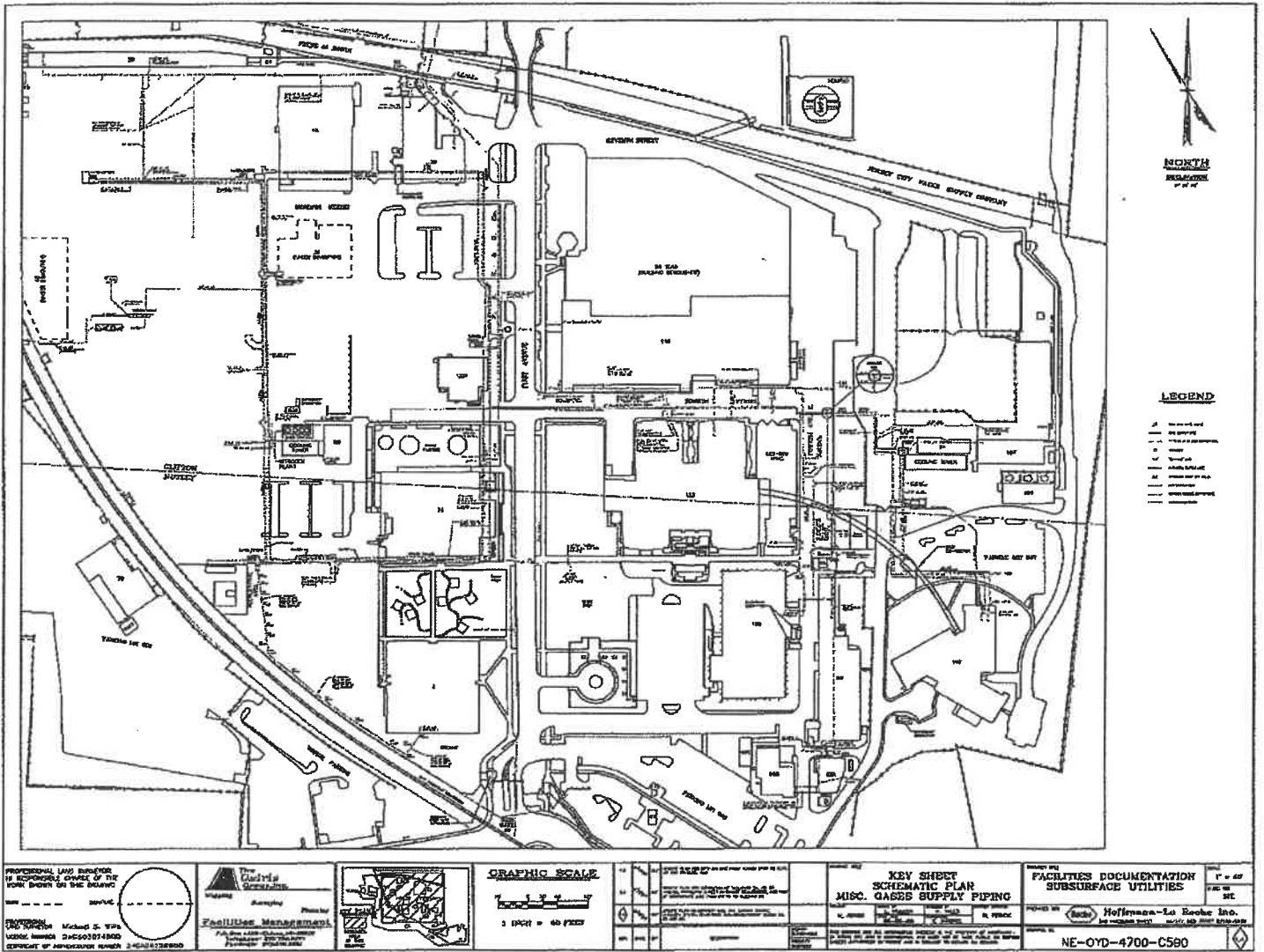
(i) Kingsland hereby agrees and acknowledges that the various rights and benefits granted hereunder with respect to Signage on the various Easement Areas shall be available to no more than three (3) Kingsland Parties at any one time; in the event that Signage is permitted to be placed in any Easement 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.**

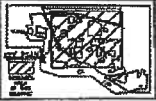
(a) The General Signage Easement and related covenants and restrictions with respect thereto which are expressly set forth in this Agreement for the benefit of Nutclif Med and the Nutclif Med Property shall commence as of the date hereof and run with the land and, except as otherwise expressly provided 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



PROFESSIONAL LAND SURVEYOR
 IS INCORPORATED AS ONE OF THE
 FOUR BRANCHES OF THE BOARD
 OF SURVEYORS
 Michael S. WPA
 License Number 246502174800
 CERTIFICATE OF AUTHORIZATION NUMBER 246502174800

Dr. David
Gravely
 President
Facilities Management
 10000 W. 10th Avenue, Suite 100
 Denver, CO 80202
 Phone: 303.733.1111
 Fax: 303.733.1112
 Email: david@facilitiesmanagement.com



GRAPHIC SCALE
 1" = 40' FT
 1" = 60' FT

SYMBOL	DESCRIPTION
(Symbol)	1" = 40' FT
(Symbol)	1" = 60' FT
(Symbol)	1" = 80' FT
(Symbol)	1" = 100' FT
(Symbol)	1" = 120' FT
(Symbol)	1" = 140' FT
(Symbol)	1" = 160' FT
(Symbol)	1" = 180' FT
(Symbol)	1" = 200' FT
(Symbol)	1" = 220' FT
(Symbol)	1" = 240' FT
(Symbol)	1" = 260' FT
(Symbol)	1" = 280' FT
(Symbol)	1" = 300' FT

KEY SHEET
SCHEMATIC PLAN
MISC. GASES SUPPLY PIPING

FACILITIES DOCUMENTATION
SUBSURFACE UTILITIES
 1" = 40' FT
 SHEET NO. 47
 PROJECT NO. **Hoffman-La Roche Inc.**
 10000 W. 10th Avenue, Suite 100
 Denver, CO 80202
 NE-OYD-4700-C580

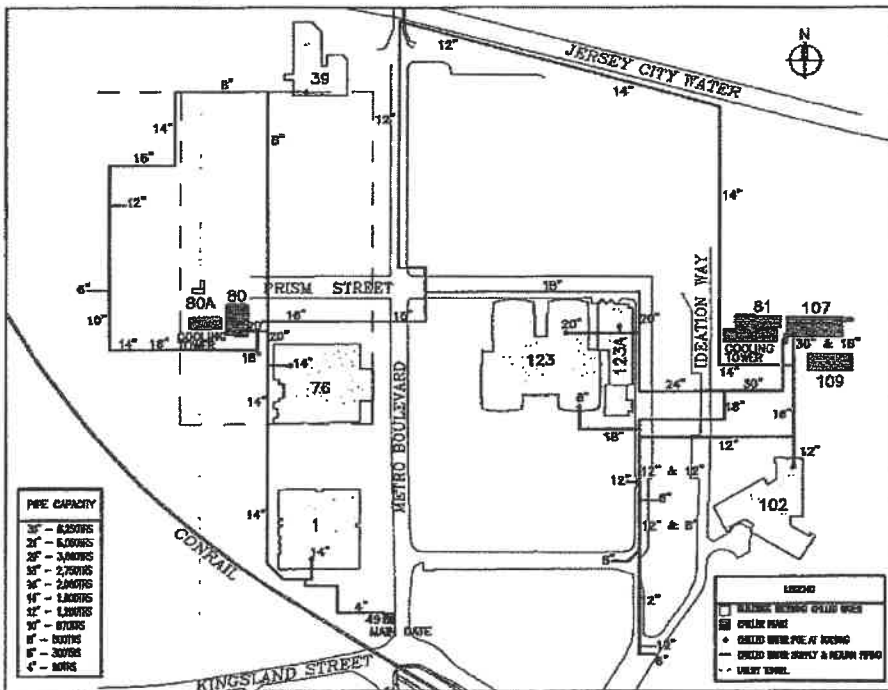
EXHIBIT E

EXHIBIT E

CUP

(See attached)

CHILLER PLANTS AND CHILLED WATER SYSTEM INFORMATION



PIPE CAPACITY	
12"	~ 6,250 GPM
14"	~ 8,000 GPM
16"	~ 9,500 GPM
18"	~ 11,000 GPM
20"	~ 12,500 GPM
24"	~ 15,000 GPM
30"	~ 18,000 GPM
36"	~ 21,000 GPM
42"	~ 24,000 GPM
48"	~ 27,000 GPM
54"	~ 30,000 GPM
60"	~ 33,000 GPM
66"	~ 36,000 GPM
72"	~ 39,000 GPM
78"	~ 42,000 GPM
84"	~ 45,000 GPM
90"	~ 48,000 GPM
96"	~ 51,000 GPM
102"	~ 54,000 GPM
108"	~ 57,000 GPM
114"	~ 60,000 GPM
120"	~ 63,000 GPM

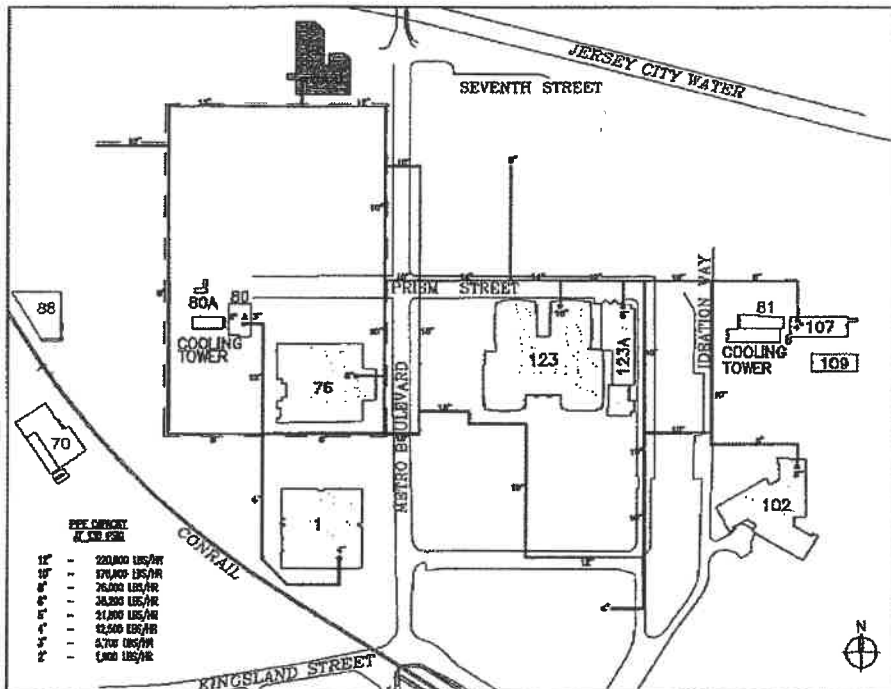
MAJOR CONSIDERATIONS

- BURIED LOOP PIPING
- ELECTRIC & STEAM CHILLERS - OPTIMIZATION OF AVAILABLE UTILITIES

BUILDING 80-WEST CHILLER PLANT EQUIPMENT	BUILDING 107-EAST CHILLER PLANT EQUIPMENT
<p>CHILLERS:</p> <ul style="list-style-type: none"> (3) 1,250 TRS R134A ELECTRIC CHILLERS - 2004 (2) 800 TRS ABSORPTION CHILLERS - 2005 PRIMARY CHILLED WATER PUMPING SYSTEM SECONDARY CHILLED WATER PUMPING SYSTEM <p>COOLING TOWERS:</p> <ul style="list-style-type: none"> FIELD ERECTED COOLING TOWER 3 CELLS - 1993 PRIMARY CONDENSER WATER PUMPING SYSTEM <p>TOTAL CHILLED WATER PLANT OUTPUT - 5,590 TRS</p>	<p>CHILLERS:</p> <ul style="list-style-type: none"> (3) 2,100 TRS R22 ELECTRIC CHILLERS - 1993 (2) 2,100 TRS R134A ELECTRIC CHILLERS - 2001 (2) 2,100 TRS R22 ELECTRIC CHILLER - OUT OF SERVICE PRIMARY CHILLED WATER PUMP SYSTEM SECONDARY CHILLED WATER PUMP SYSTEM <p>COOLING TOWERS:</p> <ul style="list-style-type: none"> FIELD ERECTED COOLING TOWER 5 CELLS - 1995/2006 PRIMARY CONDENSER WATER PUMPING SYSTEM <p>TOTAL CHILLED WATER PLANT OUTPUT - 10,750 TRS</p>
<p>ELECTRICAL:</p> <ul style="list-style-type: none"> MULTIPLE INCOMING MV FEEDERS 5KV PRIMARY SWITCHES SERVING SUBSTATIONS DOUBLED ENDED SUBSTATIONS (1ST FL MEZZANINE) SINGLE ENDED SUBSTATIONS (2ND FLOOR ROOF) ELECTRICAL DISTRIBUTION FOR LIGHTING & CRITICAL POWER (277/480V, 3P, 5 WIRE & 120/208V, 3P, 4 WIRE) WITH STEP DOWN XFMR'S FOR MECHANICAL EQUIPMENT LOCAL FIRE ALARM CONTROL PANEL 	<p>ELECTRICAL:</p> <ul style="list-style-type: none"> MULTIPLE INCOMING MV FEEDERS FROM EAST SUBSTATION 5KV PRIMARY SWITCHES SERVING SUBSTATIONS DOUBLE ENDED SUBSTATIONS (801 1ST FLOOR) DOUBLE ENDED SUBSTATIONS (8107 2ND FLOOR) 5KV DISTRIBUTION W/ SECONDARY TIES SERVING CHILLER PLANT (8107 2ND FLOOR) ELECTRICAL DISTRIBUTION FOR LIGHTING & CRITICAL POWER (277/480V, 3P, 5 WIRE & 120/208V, 3P, 4 WIRE) WITH STEP DOWN XFMR'S FOR MECHANICAL EQUIPMENT LOCAL FIRE ALARM CONTROL PANEL



COGENERATION PLANT, BOILER PLANT AND STEAM SYSTEMS



PIPE CAPACITY
K. LBS./HR.

12"	250,000 LBS/HR
10"	170,000 LBS/HR
8"	75,000 LBS/HR
6"	35,000 LBS/HR
4"	21,000 LBS/HR
3"	12,500 LBS/HR
2 1/2"	6,700 LBS/HR
2"	3,000 LBS/HR

**BUILDING 39
BOILER & COGENERATION PLANT
EQUIPMENT**

HIGH PRESSURE STEAM BOILERS:

- (2) WATER TUBE BOILERS - 147,250 LBS/HR TOTAL
- " 8-7 INSTALLED IN 1954
- " 8-8 INSTALLED IN 1954
- " BOILER BURNERS REPLACED IN 2011 - DUAL FUEL
- (2) 50,000 GAL. & (1) 20,000 GAL. FUEL OIL TANKS
- " 120,000 GAL. TOTAL
- CONDENSATE RETURN TANK AND PUMPS
- WATER SOFTENER SYSTEM - 2004
- CONDENSATE POLISHER - 2004
- (2) GENERATORS AND CONTROLS - 1998
- CHEMICAL TREATMENT PLANT
- FEEDWATER PUMP SYSTEM
- FUEL OIL PUMP SYSTEM

COGENERATION PLANT:

- (2) DUAL FUEL, NATURAL GAS TURBINE GENERATORS - 2004
- " RATED 5,275KW EACH
- (2) GAS FIRED FUEL DUCT BURNERS - 1998
- (2) HRSG'S WITH ECONOMIZER - 1985
- " 100,000 LBS/HR TOTAL
- (2) 35,000 GAL. FUEL OIL TANKS
- " 70,000 GAL. TOTAL

TOTAL STEAM PLANT OUTPUT - 247,250 LBS/HR
STEAM PLANT AND LOOP PRESSURE - 90-125 PSIG

ELECTRICAL:

- DUAL INDOORING MV FEEDERS
- 5KV PRIMARY SWITCHES SUPPORTING THE DOUBLE ENDED SUBSTATIONS (OUTDOORS GROUND FLOOR)
- DOUBLE ENDED SUBSTATIONS (OUTDOORS GROUND FLOOR)
- 480V/375KW GENERATOR (OUTDOORS GROUND FLOOR)
- OUTDOORS MV POWER SWITCHGEAR FROM COGENERATION TO EXISTING ELECTRICAL SUBSTATIONS (2ND FLOOR ROOF)
- DISTRIBUTION FOR LIGHTING AND CRITICAL POWER (277/480V, 3P, 5 WIRE & 120/208V, 3P, 4 WIRE)
- LOCAL FIRE ALARM CONTROL PANEL (1ST FLOOR)

LEGEND

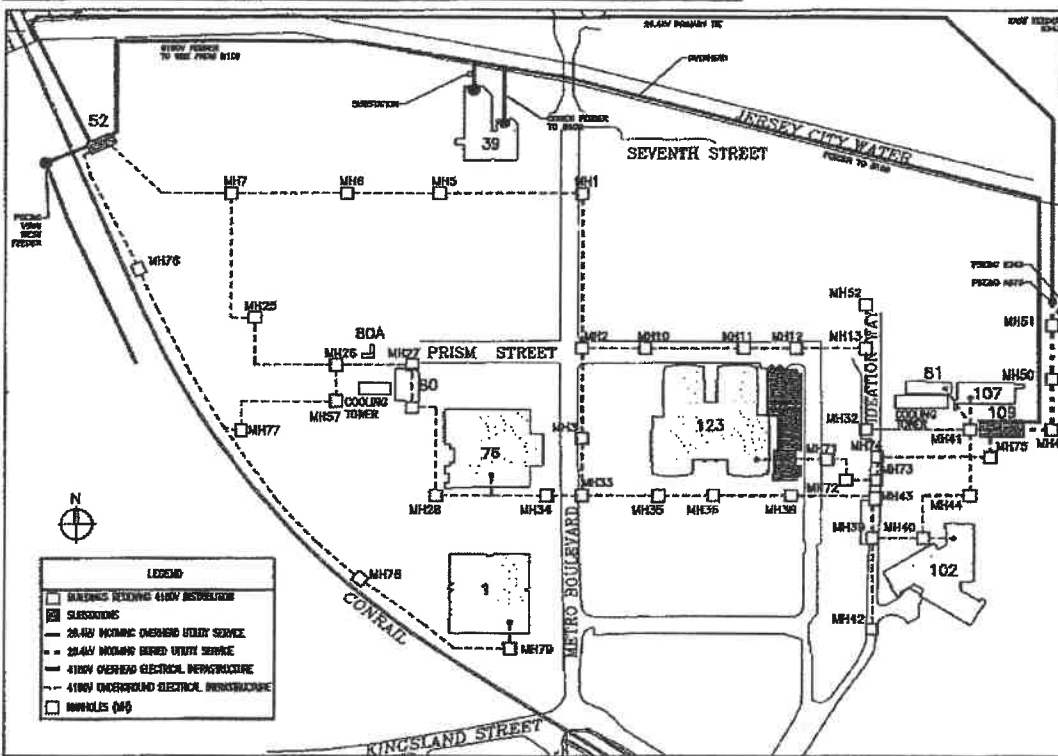
- COGENERATION & BOILER PLANT
- STEAM PNE AT BUILDING
- BUILDINGS RECEIVING STEAM
- STEAM SUPPLY & CONDENSATE RETURN PIPING
- UTILITY TUNNEL

MAJOR CONSIDERATIONS

- DUAL FUEL OPERATION OF TURBINES AND BOILERS - REDUNDANCY
- MAXIMIZING OUTPUT OF PLANT FOR ELECTRIC AND THERMAL
- UTILITY TUNNEL ACCESS AND MAINTENANCE



CAMPUS ELECTRICAL DISTRIBUTION SYSTEMS



- | |
|---|
| <p>BUILDING 62-WEST SUBSTATION EQUIPMENT</p> <p>ELECTRICAL:</p> <ul style="list-style-type: none"> • INCOMING PSE&G FEEDER - V568 • OVERHEAD FEEDER AT 26.4KV BETWEEN THE EAST AND WEST SUBSTATIONS, PSE&G FEEDER - A573 • OVERHEAD 6KV FEEDER FROM B109 |
| <p>BUILDING 108-EAST SUBSTATION EQUIPMENT</p> <p>ELECTRICAL:</p> <ul style="list-style-type: none"> • INCOMING PSE&G FEEDER - E343 • OVERHEAD FEEDER AT 26.4KV BETWEEN THE EAST AND WEST SUBSTATIONS, PSE&G FEEDER - A573 • OVERHEAD 6KV FEEDER TO B52 |



Schedule 3.A

TEMPLATE FOR DETERMINATION OF FIXED OPERATING COSTS

(See attached)

CUP Maintenance Costs (Turbines Operating)

Classification	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	% to CUP	Total	YTD Pct to Y	Utilization of Expense
New Under CAW Ticks	23,100	27,300	27,300	27,300	27,300	27,300	27,300	27,300	27,300	27,300	27,300	27,300	325,500	100%	325,500		CAW Ticks 7.5% of Expenses
New Turbines	3,444	9,444	9,444	9,444	9,444	9,444	9,444	9,444	9,444	9,444	9,444	9,444	111,240	34%	26,372		Allocation of Expenses (in whole)
Total	26,544	36,744	36,744	36,744	36,744	36,744	36,744	36,744	36,744	36,744	36,744	36,744	436,740		351,872		0.33
Personnel Employment Details A. Personnel																	
Detail Director of Operations	28,175	28,175	28,175	28,175	28,175	28,175	28,175	28,175	28,175	28,175	28,175	28,175	338,100	45%	229,160		68%
Total	28,175	28,175	28,175	28,175	28,175	28,175	28,175	28,175	28,175	28,175	28,175	28,175	338,100		338,100		0.11
Administrative Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0		
Total	0	0	0	0	0	0	0	0	0	0	0	0	0		0		0.00
Insurance Expenses																	
Equipment coverage 10%	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	70,000	30%	21,000		In Property Insurance
Total	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	70,000		21,000		0.04
Administrative Expenses																	
Phone	500	500	500	500	500	500	500	500	500	500	500	500	6,000	30%	1,800		For CUP facilities
AP Branding Fee	10,000												10,000	0%	0		CUP All points
Water Purifying Fee	2,000												2,000	0%	0		Water License Fee
Int year maintenance fee	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	300%	12,000		Service costs are included in monthly invoice
Water Certification	15,000												15,000	300%	15,000		16,000
Total	20,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	46,000		36,000		0.13
Electricity Expenses																	
Consumption	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	300%	6,000		Light, bells, tv, etc. cost higher p- expense and replacement
Lighting and tv light bulbs	500												5,000	100%	5,000		
Total	1,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	17,000		11,000		0.04
Repairs & Maintenance																	
Replacement of all day maintenance lock	4,430	4,430	4,430	4,430	4,430	4,430	4,430	4,430	4,430	4,430	4,430	4,430	53,160	100%	29,000		Utility maintenance expense
Small repairs	100												300	30%	100		
Total	4,530	4,430	4,430	4,430	4,430	4,430	4,430	4,430	4,430	4,430	4,430	4,430	53,460		29,100		0.04
Repairs & Small Maintenance																	
Roofing Contractor	1,000												3,000	100%	3,000		Roofing contractor 3 months for annual work per year.
Annual Roof Inspection													1,000	100%	1,000		
Roofing Repair equipment			1,000										2,000	100%	2,000		

Generation Portion of CIP Services														Estimate	Scale Code	Total	Percentage of Element	Description of Element
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr					
Control room equipment (C) + BMR Equipment (R) including high end	319,343	119,542	130,542	179,343	319,343	119,542	130,542	179,343	319,343	119,542	130,542	179,343	319,343	1,434,746	300%	1,434,746		4 Lead Operator + 6 BMR equipment, including PTO and VTO coverage.
Grid Seal Lenses	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200	300%	13,200		
Total	320,443	120,642	131,642	180,443	320,443	120,642	131,642	180,443	320,443	120,642	131,642	180,443	320,443	1,447,946				1.21
Administrative Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0		
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0		0.00
Development Costs - 3rd Party	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%	46,800		Included in other expense
3rd party design & test Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0		Allow Fee - Generation portion
3rd party maintenance fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0		
Total	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		46,800		0.00
Insurance Expenses	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	70,000	300%	70,000		Li Property Insurance
Liability Insurance coverage 20% deductible	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0		
Total	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	70,000		70,000		0.00
Administrative Expenses	500	500	500	500	500	500	500	500	500	500	500	500	500	6,000	300%	6,000		for CIP facilities
Plant Room	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0		for CIP panels
4th Party Fee	2,500	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	100%	30,000		for CIP panels
5th Party Fee	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000	100%	24,000		for CIP panels
6th Party Fee	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000	100%	20,000		for CIP panels
Total	11,667	11,667	11,667	11,667	11,667	11,667	11,667	11,667	11,667	11,667	11,667	11,667	11,667	140,000		140,000		0.00
Lighting	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	20%	12,000		Light, bulb, ballast, and lighting equipment replacement
Lighting fixture & light bulbs	500	500	500	500	500	500	500	500	500	500	500	500	500	6,000	0%	6,000		
Total	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000		18,000		0.01
Allocation of power service	320	320	320	320	320	320	320	320	320	320	320	320	320	3,840	100%	3,840		
Power supply	100	100	100	100	100	100	100	100	100	100	100	100	100	1,200	0%	1,200		
Total	420	420	420	420	420	420	420	420	420	420	420	420	420	5,040		5,040		0.01
Fire Alarm	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm Monitoring	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm panel replacement	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Quantity system inspection	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Quantity system inspection
Phone Lines	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Phone Lines
Total	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	12,480		12,480		0.01
Fire Alarm	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm Monitoring	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm panel replacement	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Quantity system inspection	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Quantity system inspection
Phone Lines	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Phone Lines
Total	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	12,480		12,480		0.01
Fire Alarm	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm Monitoring	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm panel replacement	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Quantity system inspection	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Quantity system inspection
Phone Lines	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Phone Lines
Total	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	12,480		12,480		0.01
Fire Alarm	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm Monitoring	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm panel replacement	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Quantity system inspection	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Quantity system inspection
Phone Lines	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Phone Lines
Total	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	12,480		12,480		0.01
Fire Alarm	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm Monitoring	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm panel replacement	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Quantity system inspection	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Quantity system inspection
Phone Lines	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Phone Lines
Total	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	12,480		12,480		0.01
Fire Alarm	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm Monitoring	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm panel replacement	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Quantity system inspection	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Quantity system inspection
Phone Lines	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Phone Lines
Total	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	12,480		12,480		0.01
Fire Alarm	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm Monitoring	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Fire Alarm panel replacement	220	220	220	220	220	220	220	220	220	220	220	220	220	2,640	50%	2,640		Fire Alarm Monitoring
Quantity system inspection	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Quantity system inspection
Phone Lines	300	300	300	300	300	300	300	300	300	300	300	300	300	3,600	50%	3,600		Phone Lines
Total	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	12,480		12,480		0.01
Fire Alarm	220	22																

7

157
*
#1603



Passaic County Document Summary Sheet

2



County Clerk, Registry Division
401 Grand Street
Room 113
Paterson, NJ 07505

Return Name and Address
Nicole Taplin, Esq.
Gibbons P.C.
One Gateway Center
Newark, New Jersey 07102



Official Use Only
WALTER J. DAVIDSON
CLERK
PASSAIC COUNTY
New Jersey

INSTRUMENT NUMBER
2017058760

RECORDED ON
Dec 04, 2017
1:50:49 PM
BOOK: D3200
PAGE: 1
Total Pages: 157

NJ PRESERVATION \$790.00
ACCOUNT

RECORDING FEES - \$810.00
ORDER OF DEEDS

WARRANTY TRUST \$3.00
FUND

TOTAL PAID First Party \$1,403.00
(Grantor or Mortgagee or Assignor)
INV: 124241

Submitting Company	Gibbons P.C.
Document Type	Deed Notice
Document Date (mm/dd/yyyy)	11/16/2017
No. of Pages of the Original Signed Document (Including the cover sheet)	157
Consideration Amount (If applicable)	

Name(s) <small>(Last Name First Name Middle Initial Suffix) (or Company Name as written)</small>	Address (Optional)
PB Nutclif Master, LLC and PB Nutclif Med, LLC <small>(Enter up to five names)</small>	c/o Prism Capital Partners, LLC 200 Broadacres Drive, Suite 180 Bloomfield, NJ 07003
Name(s) <small>(Last Name First Name Middle Initial Suffix) (or Company Name as written)</small>	Address (Optional)
Second Party <small>(Grantee or Mortgagee or Assignee) (Enter up to five names)</small>	

Parcel Information <small>(Enter up to three entries)</small>	Municipality	Block	Lot	Qualifier	Property Address
	Clifton	See attached List	See attached List		

Reference Information <small>(Enter up to three entries)</small>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

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

Page Two
Document Summary Sheet

Deed Notice Block/Lot List (Passaic County)

PB Nutclif Master, LLC Properties:

Block 80.02, Lots 1.01, 1.02, 4.04 and 4.05
Block 79.04, Lots 10 and 21

PB Nutclif Med, LLC Properties:

Block 80.02, Lots 4.01, 4.02 and 4.03

NOT CERTIFIED COPY

DEED NOTICE

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY

Prepared by: [Signature]
Signature

Rebecca Hollender, LSRP

Recorded by: _____
Signature, Officer of County Recording Office

Print Name and Title

DEED NOTICE

This Deed Notice is made as of the 11th day of November, 2017, by PB Nutclif Master, LLC, and PB Nutclif Med, LLC, both with an address of c/o Prism Capital Partners, LLC, 200 Broadacres Drive, Suite 180, Bloomfield, New Jersey 07003 (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. PB Nutclif Master, LLC, is the owner in fee simple of certain real property designated as Lot 2 in Block 102, Lots 1, 2, 3, 4, 5, 6 and 24 in Block 200, Lot 1 in Block 201, Lot 1 in Block 300, Lots 1, 4 & 5 in Block 2000 and Lot 1 in Block 2101, on the tax map of the Township of Nutley, Essex County; and Lots 1.01, 1.02, 4.04 and 4.05 in Block 80.02, and Lots 10 and 21 in Block 79.04, on the tax map of the City of Clifton, Passaic County. And, PB Nutclif Med, LLC, is the owner in fee simple of certain real property designated as Lots 1.01, 1.02, 1.03 and 1.04 in Block 300, on the tax map of the Township of Nutley, Essex County; and Lots 4.01, 4.02 and 4.03 in Block 80.02, on the tax map of the City of Clifton, Passaic County. The New Jersey Department of Environmental Protection (NJDEP) Program Interest Numbers (Preferred IDs) for the contaminated site which includes this property are 009949, 614465 and 625447; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property"). Please note that this does not include the property owned in fee simple by (i) Public Service Electric and Gas Company as described and set forth in Deed Book O100 page 304 and Deed Book 4265 page 1183 located in the Township of Nutley, Essex County, and Lot 3 in Block 80.02 (also known as Lots 3.01 and 3.02 in Block 80.02), on the tax map of the City of Clifton, Passaic County; and (ii) the City of Jersey City (a/k/a Jersey City Water Supply Company) designated as Lot 2 in Block 80.02, on the tax map of the City of Clifton, Passaic County, also shown as Lots 2.01, 2.02, and 2.03 in Block 80.02 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.

2. REMEDIATION.

i. Robert J. Lippencott, LSRP ID No. 587674; Jeffrey Powley, LSRP ID No. 584746; Andrew Drotleff, LSRP ID No. 586489; Rebecca Hollender, LSRP ID No. 585022; and Peter Grogan, LSRP ID No. 584591 have approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

ii. N.J.A.C. 7:26C-7 requires the Owner, among other persons, to obtain a soil remedial action permit for the soil remedial action at the Property. That permit will contain the monitoring, maintenance and biennial certification requirements that apply to the Property.

3. SOIL CONTAMINATION. Hoffmann-La Roche has remediated contaminated soil at the Property, such that soil contamination remains in certain areas of the Property that contains contaminants at concentrations that do not allow for the unrestricted use of the Property at these locations; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the remedial action for the site which included the Property, and in consideration of the terms and conditions of that remedial action, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental officials.

5B. RESTRICTED LAND USES. The following statutory land use restrictions apply to the Restricted Areas:

i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and

ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility without the Department's prior written approval.

5C. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit C.

6A. CHANGE IN OWNERSHIP AND REZONING.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection on a form provided by the Department and available at www.nj.gov/srp/forms within thirty (30) calendar days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iii. The Owner and the subsequent owners shall provide written notice to the Department, on a form available from the Department at www.nj.gov/srp/forms, within thirty (30) calendar days after the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

6B. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining a soil remedial action permit modification pursuant to N.J.A.C. 7:26C-7. Nothing herein shall constitute a waiver

of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. Notwithstanding subparagraph 7Aii., above, a soil remedial action permit modification is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that human exposure to contamination in excess of the remediation standards does not occur; and

(E) Describes, in the next biennial certification the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance.

7B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Hires a Licensed Site Remediation Professional (unless the Restricted Areas includes an unregulated heating oil tank) to respond to the emergency;

iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and

vi. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides notification to the Department of Environmental Protection within sixty (60) calendar days after completion of the restoration of the engineering control, including: (a) the nature and likely cause of the emergency; (b) the potential discharges of or exposures to contaminants, if any, that may have occurred; (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (d) the measures completed or implemented to restore the engineering control; and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future.

8. TERMINATION OF DEED NOTICE.

i. This Deed Notice may be terminated only upon filing of a Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the County Register of Essex County, and the County Clerk of Passaic County, New Jersey, expressly terminating this Deed Notice.

ii. Within thirty (30) calendar days after the filing of a Termination of Deed Notice, the owner of the property shall apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

9. ACCESS. The Owner, and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessees and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11,

and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as wells as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, (and if any) ground water monitoring wells, extent of the ground water classification exception area, pumping and treatment systems that may be required as part of a ground water engineering control in addition to the deed notice

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map (Exhibit B-1);

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table; and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size of the Restricted Areas as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice;

(C) The objective of the restrictions.

ii. Exhibit C-2: IA-4. Exhibit C-2 includes a narrative description of the engineering controls as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control;

(C) How the engineering control is intended to function.

iii. Exhibit C-3: IA-7. Exhibit C-3 includes a narrative description of the engineering controls as follows:

(A) Description of the engineering control;

- (B) The objective of the engineering control;
- (C) How the engineering control is intended to function.

iv. Exhibit C-4: IA-9. Exhibit C-4 includes a narrative description of the engineering controls as follows:

- (A) Description of the engineering control;
- (B) The objective of the engineering control;
- (C) How the engineering control is intended to function.

v. Exhibit C-5: IA-13. Exhibit C-5 includes a narrative description of the engineering controls as follows:

- (A) Description of the engineering control
- (B) The objective of the engineering control;
- (C) How the engineering control is intended to function.

vi. Exhibit C-6: IA-14 and 15 Riparian Areas of St. Paul's Brook. Exhibit C-6 includes a narrative description of the institutional controls as follows:

- (A) Description of the institutional control;
- (B) The objective of the institutional control;
- (C) How the institutional control is intended to function.

vii. Exhibit C-7: IA-10 North. Exhibit C-7 includes a narrative description of engineering controls as follows:

- (A) Description of the engineering control;
- (B) The objective of the engineering control;
- (C) How the engineering control is intended to function.

13. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

WITNESS:

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

Edwin H. Cohen
Signature

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

Edwin H. Cohen
Print Name

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

I certify that on November 3, 2017, **Eugene Robert Diaz** personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is 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, the company named in this document;

(b) this person is duly authorized to sign and did sign this document on behalf of said entity; and;

(c) this person signed and delivered this document as his or her voluntary act and deed and the voluntary act and deed of the entity named in this document;

[Signature]

_____, Notary Public

Jackeline Torales
Print name

JACKELINE J TORALES
COMMISSION # 2405621
NOTARY PUBLIC-STATE OF NEW JERSEY
MY COMMISSION EXPIRES
MARCH 14, 2021

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

Edwin H. Cohen
Signature

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

Edwin H. Cohen
Print Name

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

I certify that on November 3, 2017, **Eugene Robert Diaz** personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(b) this person is 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, the company named in this document;

(b) this person is duly authorized to sign and did sign this document on behalf of said entity; and;

(c) this person signed and delivered this document as his or her voluntary act and deed and the voluntary act and deed of the entity named in this document;

_____, Notary Public

Jackeline J Torales
Print Name

JACKELINE J TORALES
COMMISSION # 2405621
NOTARY PUBLIC-STATE OF NEW JERSEY
MY COMMISSION EXPIRES
MARCH 14, 2021

Record & Return to:
Nicole E. Taplin, Esq.
Gibbons P.C.
One Gateway Center
Newark, NJ 07102

Exhibit A-1

Location and Description of Property

Vicinity Map

NOT CERTIFIED COPY

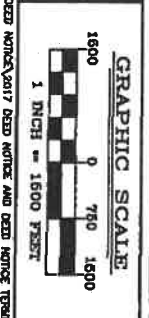


ENGINEER OF RESPONSIBLE DESIGN SHALL BE SHOWN ON THIS DRAWING

PROFESSIONAL ENGINEER

THE ENGINEERING COMPANY
41 NEW PROVIDENCE, RI 02914
800-898-1700

CTRC
CITY OF PROVIDENCE



NO.	DATE	DESCRIPTION
1	04/24/17	ASB REVISIONS
2	04/24/17	REVISIONS TO PLAN
3	04/24/17	REVISIONS TO PLAN
4	04/24/17	REVISIONS TO PLAN
5	04/24/17	REVISIONS TO PLAN

REVISIONS

DATE: 10/02/2017 12:00:49 PM

KEY

HOFFMANN - LA ROCHE INC.
PROPOSED LAYOUT

KEY MAP
CITY OF PROVIDENCE
DATE: 10/02/2017 12:00:49 PM

GEODETIC DATA
(FOR THE PLANT DESIGN)

PLANT DESIGN: HALL 1000 ADJUSTMENT
LAYOUT: LAYOUT ADJUSTMENT
DATE: 10/02/2017 12:00:49 PM
M.A. STATE PLANT ADJUSTMENTS
DATE: 10/02/2017 12:00:49 PM

CHANGE SUBMITTED: M.A. 10/02/2017
7.5 SWAIT SERIES (USED TOPOGRAPHIC MAP)

KEY

HOFFMANN - LA ROCHE INC.
PROPOSED LAYOUT

KEY MAP
CITY OF PROVIDENCE
DATE: 10/02/2017 12:00:49 PM

Exhibit A-2

Location and Description of Property

Metes and Bounds Description

Exhibit A-2:

- Site-Wide Metes and Bounds Description
- A-2A – Roche Property Tax Map – Site Section A
- A-2B – Roche Property Tax Map – Site Section B
- A-2C – Roche Property Tax Map – Site Section C
- A-2D – Roche Property Tax Map – Site Section D
- A-2E – Roche Property Tax Map – Site Section E

EXHIBIT A-2

TAX BLOCKS AND LOTS

PB Nutclif Master, LLC

Nutley:

Block 102, Lot 2
Block 200, Lots 1-6 and 24
Block 201, Lot 1 (formerly a portion of Block 201, Lot 1)
Block 300, Lot 1 (formerly Block 300, a portion of Lot 1)
Block 2000, Lots 1, 4 and 5
Block 2101, Lot 1

Block 300, Lot 1 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, 4.04 and 4.05 (formerly Block 80.02, Lot 1 and a portion of Lot 4)

Block 80.02, Lots 1.01, 1.02, 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.

PB Nutclif Med, LLC

Nutley:

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

Such lots being 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 80.02, Lots 4.01, 4.02 and 4.03 (formerly portions of Block 80.02, Lot 4)

Such lots being 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 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 4039
Warren, NJ 07059

L 732-566-8700



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**.

678 Mountain Blvd Ext
PO Box 4038
Werten, NJ 07059
t. 732.660.0700



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 dark ink, appearing to read 'Francis C. Wecht, Jr.', written over a circular stamp.

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

NOT CERTIFIED



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**.

87B Mountain Blvd Ext
PO Box 4438
Warren, NJ 07059
t. 732.268.8700



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 circular stamp.

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

NOT CERTIFIED



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**.

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07058

t. 732.560.8700



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 over a circular stamp.

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

NOT CERTIFIED



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.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07058

L 732.660.8700

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



June 28, 2016.

NOT CERTIFIED COPY



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 $n 67^{\circ}06'28'' w$, 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 $67^{\circ}06'28''$ 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 $63^{\circ}45'15''$ 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 $34^{\circ}42'02''$ 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 $56^{\circ}03'28''$ East, a distance of 60.00' to a point, running thence;
5. Still along the dividing line, South $60^{\circ}17'56''$ 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 $22^{\circ}50'33''$ East, a chord distance of 47.65' to an angle point, running thence;
7. Still along the dividing line, South $22^{\circ}53'32''$ 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.

878 Mountain Blvd Ext
PO Box 4038
Warren, NJ 07059

t. 732.680.8700

Francis C. Wecht, Jr.
Professional Land Surveyor
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.

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

L 732.560.9700



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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Warran, NJ 07059
t. 732.580.8790



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 large, faint 'COPY' watermark.

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

NOT CERTIFIED



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, P.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 9/23/2016.

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