

(d) Redeveloper shall also proceed in good faith and with due diligence to obtain all other Development Approvals and shall advise Township, from time to time upon request, of the status of such Approvals.

5.4 Remediation Plans. Redeveloper shall proceed diligently in good faith to confirm and/or obtain the approval of the DEP of Remediation Plans for the Project Site pursuant to applicable statutes and regulations, prior to the expiration of the Due Diligence Period. Township shall cooperate with Redeveloper to secure HDSRF grants for investigation of any contaminated property within the Project Site, and in obtaining such approval, shall promptly on request furnish to Redeveloper and the DEP such information in its possession as shall be required with respect to the Project Site and the former operators thereof as shall be required and shall execute any documents reasonably requested by Redeveloper or the DEP. Redeveloper shall provide Township with copies of all reports, plans, diagrams, data and other documents, including all related, non-privileged correspondence immediately upon generation, issuance or receipt, whichever is appropriate. Whenever practicable, Township shall be given at least one (1) week's prior written notice of any meeting with DEP and Township's representative shall be allowed to attend. Township acknowledges and agrees that the Remediation Plans for the Project Site may include lands in addition to the Project Site. Township shall exercise its best efforts to cause the owner of any such lands to execute any documents reasonably required by Redeveloper or the DEP. For purposes of N.J.S.A. 40A:12a-9, the process of commencing the application process for the necessary environmental permits shall be deemed to be the commencement date of the Project. All obligations under this Section 5.4 shall be deemed time of the essence and Redeveloper shall pursue completion of such obligations with diligence and without delay.

5.5 Conduct of Remediation Activities. Redeveloper shall diligently, with time being of the essence, conduct all activities pursuant to the Remediation Plan to the satisfaction of DEP and EPA, if applicable, which satisfaction shall be evidenced by the issuance of an NFA or conditional NFA. Redeveloper shall be responsible for maintaining any institutional or engineering controls imposed as a condition of obtaining the NFA.

5.6 Right of Entry for Inspection and Testing. Subject to the conditions set forth in Sections 2.1, 2.6 and 4.1 above, Redeveloper and its agents and consultants shall have access to the Project Site from time to time for the purpose of undertaking surveys and engineering, geodetic, environmental, soil, wetlands and other similar tests and studies, provided Redeveloper shall hold and save Township harmless from and against any and all loss, cost, damage, injury or expense arising out of or in any way related to the acts or omissions of Redeveloper, its agents and consultants, relating to any such entry, and such obligation shall survive the termination of this Agreement.

5.7 Right of Entry for Grading. After Township acquires title, Redeveloper, its contractors, subcontractors and consultants, shall have the right to enter the Project Site for the purpose of demolition, grading and filling with suitable fill to create a substantially uniform elevation and for the purpose of removing any soils, debris, Hazardous Substances and other materials, provided (a) Redeveloper has obtained all required Remediation Permits for the work proposed in accordance with the approved Remediation Plan, (b) Redeveloper shall hold and save Township harmless from and against any and all loss, cost, damage, injury or expense arising out of or in any way related to the acts or omissions of Redeveloper, its agents and consultants, relating to any such entry and grading and filling, and (c) Redeveloper shall provide

the insurance coverage described hereinabove. Such obligation shall survive the termination of this Agreement.

5.8 Development Obligations. Redeveloper agrees that the Project Site shall be developed only in accordance with the Approved Redevelopment Plan and the Remediation Plan and Permits, and the Development Approvals. Any deed to be delivered by Township to Redeveloper shall include a covenant which shall run with the land stating that for a period of forty (40) years from the date of such conveyance, the Project Site shall only be developed in accordance with the Approved Redevelopment Plan and the terms of this Agreement. Redeveloper further agrees to include in every deed conveying the Project Site or any portion thereof an express reference to such covenant, to the extent required or permitted by the Act. Consistent with the objectives set forth in this Agreement, Redeveloper agrees to do the following with regard to the Project, at its sole cost and expense subject to the terms of this Agreement:

- (a) Undertake all site planning and engineering necessary;
- (b) Obtain all necessary planning, zoning and development approvals and comply with all requirements thereof, including bonding requirements;
- (c) Obtain all necessary environmental permits or authorizations for the Remediation Plan;
- (d) Implement the approved Remediation Plan for the Site;
- (e) Perform required demolition pursuant to the Redevelopment Plan;

(f) Develop the Site in accordance with a final approved site plan or as modified by later amendments thereto or subsequent agreements;

(g) Provide, within fifteen (15) days of the Effective Date, written information regarding Redeveloper and the Redevelopment, in a question-and-answer format, suitable for placement on the Township's website;

(h) If Redeveloper advertises any contracts for subcontractors, suppliers and other goods and services relating to the Redevelopment, Redeveloper shall include such advertisements in the official newspapers of Haddon Township;

(i) Use commercially reasonable efforts to hire or purchase from artisans, suppliers and contractors based in Haddon Township, providing same are competitive with goods and services provided by similarly situated artisans, suppliers, and contractors;

(j) Perform in accordance with the terms and conditions of the Financial Agreement;

(k) Provide monthly written status reports to the Township of all activities conducted in the previous month, and including updated time lines for all permits required in connection with the Redevelopment Project and noting all deadlines established by any governmental agency or law, and meet with Township upon the Townships' request;

(l) Maintain the Project Site, beginning on the commencement date of the Lease, in a clean and safe manner and erecting a sign meeting the ordinance criteria of the Township describing the Redevelopment Project;

(m) Undertake and complete all other obligations as may be set forth elsewhere in this Agreement;

(n) Undertake and complete all other actions required to complete the redevelopment of the Project Site;

(o) Redeveloper shall commence construction of the improvements to redevelop the Project Site as quickly as commercially reasonable, considering the complexity of the project, the requirements of lenders, contractors and governmental agencies, but in no event later than two (2) years following receipt of the Development Approvals, (or any extensions thereof);

(p) Redeveloper shall use its best efforts, and act diligently, with time being of the essence, to procure all Development Approvals and DEP approvals and Financing Commitments; and

(q) Redeveloper shall participate in a minimum of two (2) public meetings or public planning charettes with other entities named as redevelopers by the Township.

Subject to the notice and cure provisions of Article 10, all of Redeveloper's obligations hereunder shall be with time being of the essence.

5.9 Assignments; Conveyances.

(a) Redeveloper may not assign its rights hereunder to any entity without the approval of the Township, which approval shall not be withheld or delayed unreasonably, whereupon the Redeveloper shall be released from its obligations hereunder. No portion of the Project Site may be sold, conveyed or leased to a third party without the approval of the Township, which approval shall not be withheld or delayed unreasonably, and further provided that (i) such transferee expressly assumes the provisions of this Agreement to the extent applicable to the portion of the Project Site being conveyed; (ii) such transferee is qualified to do business in the State of New Jersey and is in good standing; and (iii) such transferee satisfies the requirements of a "Redeveloper" under N.J.S.A. 40A:12A-1 et. seq., whereupon the Redeveloper shall be released from its obligations hereunder. Nothing contained herein is intended to require an impermissible delegation of governmental authority or responsibility. The foregoing restriction upon conveyances shall not apply to any portion of the Project Site for which a temporary or permanent certificate of occupancy has been granted, nor shall such restrictions apply to the holder of any mortgage lien the proceeds of which are used to finance the acquisition of the Project Site or any portion thereof, the construction of any portion of the Project or the Infrastructure Improvements, or to any transferee of such holder, provided nothing contained herein shall relieve the Project Site from the restriction described in Section 5.7 or N.J.S.A. 40A:12A-9. The foregoing restriction shall not apply to a single purpose entity created and owned by Redeveloper who takes title at Closing as described in Section 5.9(c) below. Redeveloper shall notify Township promptly of any proposed change in the ownership of the Project Site.

(b) Upon Township's written approval thereof, Redeveloper shall also have the right to assign its rights hereunder to any mortgagee, or to any governmental authority or an agency or instrumentality thereof for the purpose of assisting Redeveloper in the financing of the Project. In the event of such assignment, the assignee shall not be obligated to assume any of Redeveloper's obligations hereunder and Redeveloper shall remain obligated hereunder.

(c) Redeveloper may form a wholly owned entity for purposes of otherwise fulfilling certain of Redeveloper's obligations under the Agreement (the "Urban Renewal Entity"). The primary purpose of the formation of such entity is to provide a proper mechanism for title of the Project Site to be conveyed by Township in conformance with the Act and N.J.S.A. 40:A:21-1m et seq. and to contract with Township, pursuant to this Agreement, with regard to issues related to real estate taxes on the Project Site. In conjunction therewith, Township agrees that this entity and/or the Redeveloper shall take title to the Project Site as an urban renewal entity and enter into an agreement with Township regarding real estate taxation issues, including long term tax abatement and payments in lieu of taxes, and payment of such other consideration, all as set forth in the Financial Agreement. Both Redeveloper and the newly formed entity shall retain the responsibility for any and all development obligations under the Agreement.

(d) Within thirty (30) days after receipt of written request from the Redeveloper, Township shall review the completed Project for consistency with the Act and the Redevelopment Plan, and any amendments thereto, and this Agreement and, if appropriate, issue a Certificate of Completion. Upon issuance of a Certificate of Completion for the Project, the conditions determined to exist at the time the area was determined to be in need of

redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.

(c) The provisions of Paragraph 5.8 are subject to N.J.S.A. 40A:12A-9, as applicable.

5.10 Additional Beneficial Legislation. If after the date hereof there is adopted by the federal government, the State of New Jersey or any agency or instrumentality of either, any legislation, rule or regulation which would or could confer any benefit upon Redeveloper, the Project Site or any portion thereof or the Redevelopment Plan, at the request of Redeveloper, Township will consider such lawful action as Redeveloper shall request to permit Redeveloper, the Project Site and or Township to obtain the benefit thereof, provided such action is not inconsistent with the purposes of this Agreement or the provisions of the Act or the PILOT. Township shall not, however, be obligated to undertake any such action.

5.11 Grants and Other Benefits. Township agrees to cooperate with and assist Redeveloper in obtaining any financing, seed money, grants, subsidies and other benefits which may be available from any federal, state, county or local government, or any agency or instrumentality thereof, to assist Redeveloper in the planning, construction or operation of the Project or any portion thereof, including the Infrastructure Improvements and the preparation and implementation of the Remediation Plans, and Township shall, upon the request of Redeveloper execute applications and pursue such funds as described in Paragraph 5.12 below, at no cost to Township. Issuance of such grants shall not, however, be a condition of Redeveloper's performance hereunder.

5.12 Cooperation. Township and the Redeveloper shall cooperate with each other in all respects and shall use their best efforts to effectuate the purposes of this Agreement, to obtain the Development Approvals, to accomplish the issuance and sale of the Tax Exempt Bonds and to obtain DEP approval of the Remediation Plans, all as soon as reasonably practicable. Each party agrees to promptly execute and deliver such documents as the other may reasonably request to carry out the purposes of this Agreement. Without limiting the generality of the foregoing, Township shall (a) examine its master plan to the extent required to conform to the Redevelopment Plan, (b) consider the adoption of zoning with respect to the Project Site consistent with the Redevelopment Plan, (c) not modify, amend or change the Redevelopment Plan without the prior consent of Redeveloper during the term of this Agreement and build out of the Project, (d) request the Township Planning Board and all other agencies of Township having jurisdiction over any of the Development Approvals to expedite the processing of all applications for Development Approvals, subject to any requirements of law, (e) schedule, convene and conclude all required public hearings in an expeditious manner consistent with applicable law, and (f) cause all planners, engineers and other consultants engaged by Township or any of its agencies expeditiously to review and comment on all submittals by Redeveloper. Nothing contained herein is intended to require an impermissible delegation of governmental authority or responsibility.

5.13 Other Public Funding. It is anticipated by the parties that other sources of public funding will be applied for and needed in order to fully develop the Project Site. Such funding, by way of example and not exclusion, may consist of loans, grants or other financial mechanisms to pay for or reimburse Redeveloper for the Remediation, demolition and construction of the

Project. As a consequence of this anticipated need Township, and notwithstanding any other paragraph in this Agreement, agrees to assist Redeveloper in any efforts to apply for and obtain such funding. Therefore Township agrees to do the following so long as Redeveloper is not in default of any of its obligations under this Agreement and to the extent such actions are not inconsistent with the Act:

(a) Provide written support any effort on the part of Redeveloper and cooperate fully with Redeveloper to obtain funding for any state, federal or county source that relates to the Property or the Project, and

(b) Sign off on any application referred to in this Agreement, that requires the signature of Township officials as either the governing body or owner of the Property, and

(c) Apply for in its own name, either as owner or as municipality, any grants that may be available to it either it or Redeveloper are aware of that could provide funding for the Project or Site, and, if necessary assign any such application and/or rights and privileges and funds associated therewith to Redeveloper when Redeveloper becomes an owner or lessee pursuant to this Agreement.

(d) Permit Redeveloper to submit grant or loan applications for the Site or the Project to any potential funding mechanism after the execution of this Agreement but before the Closing Date.

It is understood and agreed by Redeveloper that it will be responsible to bear all costs associated with the application for and granting of any funding source anticipated in this paragraph and it hereby agrees to indemnify and hold Township harmless from any costs

associated therewith. Redeveloper shall seek to secure grants and other public funding identified by Redeveloper or Township, which in the reasonable business judgment of Redeveloper warrant the time and expense to pursue.

5.14 Construction Project Components. Township acknowledges and agrees that, due to the size, complexity and projected cost of the Project, it is impossible to specify a construction sequence schedule for the Project, and that prior to the commencement of construction, Redeveloper will require financing. The parties agree that a lender may refuse to advance loan proceeds until certain reasonable conditions are satisfied, including pre-leasing of space. Redeveloper shall pursue construction financing approval diligently and without delay by Redeveloper.

5.15 Reliance. Township acknowledges that, in entering into this Agreement, Redeveloper is relying on Township ordinances, resolutions or rules as being consistent with the Redevelopment Plan and this Agreement and, except as expressly contemplated hereby, the Township not imposing any new or increased fees or taxes not generally applicable borough-wide.

5.16 Challenges. In the event any proceeding is commenced by any third party challenging the validity of this Agreement, the Development Approvals, the Remediation Plans, the Financial Agreement, the designation of Redeveloper as the "Redeveloper" under the Act or any aspect of the Redevelopment Plan, the parties shall cooperate in defending such action or proceeding. The parties agree that Township and Redeveloper shall be represented in any such proceeding by separate counsel and each shall bear its own costs and legal fees, except as modified by Article 2 above.

5.17 Hazardous Substances. In the event that prior to the Closing Date there is a spill, discharge, release, deposit or emplacement of any Hazardous Substance on or near the Project Site caused by Township or its employees which results or could result in contamination of the Project Site or any portion thereof, and as a result thereof, the Remediation Costs are increased by more than \$25,000.00, Township shall perform all remedial activity to the satisfaction of DEP, and consistent with the Remediation Plan and development of the project, including the installation of monitoring equipment, necessary to remediate any such Hazardous Substance and, if necessary, the Closing shall be adjourned for a reasonable period to permit Township to complete such activities.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Township's Representations and Warranties. Township represents and warrants to Redeveloper that:

(a) Township is a municipal corporation validly existing under the laws of the State of New Jersey and has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated, and the execution and delivery hereof and the performance by Township of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any Legal Requirement applicable to Township or the Project Site and will not violate or constitute an event of default under the terms or provisions of

any agreement, document or other instrument to which Township is a party or by which it is bound;

(b) All proceedings required to be taken by or on behalf of Township to authorize it to make, deliver and carry out the terms of the Agreement have been duly and properly taken and this Agreement is the legal, valid and binding obligation of Township enforceable in accordance with its terms;

(c) At the date of Closing, there will be no existing or pending contracts of sale, options to purchase or rights of first refusal or first offer with respect to the Project Site, or any part thereof, recorded or unrecorded, and there are no tenancies relating to the Project Site;

(d) At the date of Closing, there will be no management, service, maintenance, or other agreements with respect to or affecting the Project Site, recorded or unrecorded, which will survive the closing of title;

(e) Township has heretofore delivered to Redeveloper true, accurate and complete copies of all documents and materials in its possession of which it has knowledge relating to the Project Site and to the development and proposed use thereof, including all documents relating to the physical and environmental conditions of such land; and, as of the initial Closing Date, there will be no leases affecting any portion of the Project Site.

6.2 Survival of Township's Representations and Warranties. The representations and warranties contained in Section 6.1 are true and correct in all material respects as of the date hereof and shall be deemed to be repeated at and as of the Closing Date, and shall be true, accurate and complete and not misleading in any material respect as of such date.

6.3 Redeveloper's Representations and Warranties. As an inducement to Township to enter into this Agreement, Redeveloper represents and warrants that:

(a) Redeveloper is a Limited Partnership duly organized and validly existing under the laws of the State of Pennsylvania, is in good standing, and has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated, and the execution and delivery hereof and the performance by Redeveloper of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Redeveloper is a party or by which it is bound;

(b) the execution, delivery and performance of this Agreement by Redeveloper and the consummation of the transactions contemplated hereby in the manner contemplated herein will not result in the breach of any terms and conditions of, or constitute a default under or conflict with, any other agreement, indenture or other instrument to which Redeveloper is bound or violate any provisions of any Legal Requirements to which Redeveloper is subject, or violate any judgment, order, writ, injunction or decree of any court applicable to Redeveloper; and

(c) no consent, authorization, license, permit, registration or approval of, or exemption or other action by any governmental or public body, commission or authority is required in connection with the execution and delivery by Redeveloper of this Agreement.

(d) Redeveloper has the financial resources and has the expertise, experience and skill to fulfill its obligations hereunder. Redeveloper shall, within ten (10)

business days of the Effective Date, provide Township with additional financial documentation, including its balance sheet and list of projects, along with such other documentation as may be reasonably requested by the Township.

6.4 Survival of Redeveloper's Representations and Warranties. The representations and warranties contained in Section 6.3 are true, accurate and complete and not misleading in any material respect as of the date hereof and shall be deemed to be repeated at and as of the Closing Date and shall be true, accurate and complete and not misleading in any material respect as of such date.

ARTICLE 7

RISK OF LOSS; CONDEMNATION

7.1 Risk of Loss. Since the improvements on the Project Site will not be utilized in the Redevelopment Plan, the parties acknowledge that, except as provided in Section 5.17, there is no material risk of loss which would affect the consummation of the transactions contemplated hereby and agree that damage to the Project Site shall not affect or reduce any obligations hereunder.

7.2 Condemnation. In the event any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain of the Project Site or any portion thereof, or any easement necessary to develop or operate the Project, Township shall promptly notify Redeveloper thereof, describing the nature and extent thereof. If the condemnation would prevent or materially delay the development of the project and all related

amenities in accordance with the Redeveloper's conceptual and/or Site Plan, then Redeveloper, at its election, may within sixty (60) days after receipt of notice of such taking, terminate this Agreement by written notice to Township, whereupon the Deposit shall be refunded to Redeveloper, and, except as expressly provided herein, neither party shall have any further rights against the other hereunder. In the event this Agreement is not so terminated, then the sale of the Project Site shall be consummated as herein provided and Redeveloper shall be entitled to a credit against the Purchase Price for an amount equal to the awards paid to Township, and to an assignment of all right, title and interest of Township in any award payable by reason of such taking.

ARTICLE 8

CLOSING DATES; ADJOURNMENT OF CLOSINGS;

CLOSING CONDITIONS; DELIVERY OF DOCUMENTS

8.1 Closing Dates. The closing between Township and Redeveloper shall occur within sixty (60) days after the occurrence of the latest of the following events: (i) issuance of a Remedial Action Workplan approval by the Department of Environmental Protection and the earlier of either (a) completion of Remediation of the Property pursuant to the approved Remediation Plan and issuance of a No Further Action Letter; or, (b) in the event of ground water contamination that would require monitoring, beyond the expiration of the Development Approvals appeal period, Remediation of all soils and nonground water contamination pursuant to the approved Remediation Plan which has been approved by DEP, and, provided that the

continuing requirements of monitoring of groundwater required to secure an NFA will not prevent or delay financing and/or construction of the Project; and (ii) the Development Approvals for the Project have been obtained and the Appeal Period with respect thereto has expired without an appeal having been taken (the "Closing Date"); provided however, that if the Development Approvals have been obtained and there is an appeal therefrom, or a moratorium is in effect on the Closing Date which prohibits the issuance of building permits for the Project Site, or the commencement of construction, then, in any such case, at the election of Redeveloper, the applicable Closing Date shall be extended until such time as the appeal is finally decided sustaining the challenged Development Approval or the moratorium is lifted. Redeveloper shall defend any appeal at its costs and expense. If the appeal is not favorably decided or the moratorium is not lifted within a two (2) year period, Redeveloper shall have the right (but not the obligation) to terminate this Agreement upon notice to Township. In the event Redeveloper terminates this Agreement pursuant to this Section 8.1, the Deposit shall be returned to the Redeveloper, and neither party shall have any further rights against the other hereunder with respect to the Project Site. The closing shall occur at the offices of Township or at such other place as the parties shall agree. Upon closing, possession of the Project Site shall be delivered to Redeveloper, and Redeveloper shall thence have the right to enjoy the rents, issues and profits therefrom and all payments required under the Financial Agreement shall commence.

8.2 Closing Conditions. It is a condition to Redeveloper's obligation to close title that, as of the Closing Date, (a) all of Township's representations and warranties are true and correct in all material respects, (b) Township shall have performed all covenants and agreements hereunder, including specifically, adoption of the Financial Agreement and PILOT by Ordinance

as set forth in Paragraph 5.1, (c) the Development Approvals shall have been obtained, the Appeal Period therefrom shall have expired and no appeal shall have been filed contesting the issuance thereof, (d) the Title Insurer shall have issued to Redeveloper and its lender, if applicable, a title insurance binder in form and substance equivalent to the quality of title received by Township when it acquired the Project Site, in accordance with Paragraph 2.6, above, and (f) Remediation of the Property has been completed to the extent required in Paragraph 8.1, above. It is a condition of the Township's obligation to close title that, as of the Closing Date, Redeveloper is not in default pursuant to Article 10 of this Agreement.

8.3 Deliveries by Township. On the Closing Date, Township shall deliver to Redeveloper the following:

(a) duly executed Deed of Bargain and Sale with Covenant Against Grantor's Acts for the Project Site in proper statutory form for recordation;

(b) duly executed Affidavit of Title for the Project Site in form annexed hereto as Exhibit H;

(c) such other documents and instruments as Redeveloper's title insurer may reasonably request in order to perfect title in Redeveloper or otherwise to carry out the purposes of this Agreement, including resolutions and ordinances certified or otherwise identified; and

(d) an assignment of the proceeds of any financing required to be paid to Redeveloper pursuant to Section 5.2.

8.4 Deliveries by Redeveloper. On the Closing Date, Redeveloper shall pay to Township the balance of the Purchase Price determined in accordance with Section 3.1, and shall deliver to Township the following:

(a) Certificate of the Managing Partner of the Redeveloper authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby; and

(b) a certificate executed by the Managing Partner of Redeveloper stating that the representations and warranties of Redeveloper set forth in Section 6.3 are true, accurate and complete on and as of the Closing Date and are not misleading in any material respect.

ARTICLE 9

CLOSING ADJUSTMENTS

9.1 Adjustment Time. All apportionments and adjustments shall be made as of 12:00 midnight on the day preceding the Closing Date.

9.2 Real Estate Taxes. To the extent that any portion of the Project Site is on the tax rolls as of the Closing Date, taxes shall be apportioned as of the closing.

9.3 Final Adjustment of Real Estate Taxes. If on the Closing Date final real estate tax bills for the calendar year in which the closing occurs are not available and the real estate tax adjustment is based upon preliminary tax bills, a final tax adjustment shall be made within ten

(10) days after the final tax bill is issued, and Township or Redeveloper, as the case may be, shall make an appropriate payment to the other based upon such re-adjustment.

9.4 No Separate Assessment. If on a Closing Date any portion of the Project Site being conveyed to Redeveloper has not been separately assessed and is still taxed as part of property not included in the conveyance, the parties in consultation with the Assessor shall apportion real estate taxes based upon the acreage of the portion of the Project Site being conveyed to Redeveloper subject to taxes and the acreage of such other lands.

9.5 Errors in Closing Adjustments. If after the closing, the parties discover any errors in adjustments and apportionments, same shall be corrected as soon after their discovery as possible. The provisions of this Section 9.5 shall survive closing, except that no adjustments shall be made later than six (6) months after the Closing Date unless prior to such date the party seeking the adjustment shall have delivered a written notice to the other specifying the nature and basis for such claim.

ARTICLE 10

DEFAULT; REMEDIES

10.1 Default by Redeveloper. An event of Redeveloper Default shall exist if Redeveloper:

- (a) Fails to pay any money when due hereunder;
- (b) Abandons the redevelopment of the Project Site;

(c) Materially misrepresented any fact relied upon by the Township in entering into this Redevelopment Agreement;

(d) Materially breaches any term or condition set forth in this Agreement, including any express time schedule or goal;

(e) Becomes insolvent or unable to pay debts as they mature or files a voluntary petition or proceeding seeking liquidation, reorganization or other relief under any provision of the United States Bankruptcy Code or any state bankruptcy or insolvency statute, or makes an assignment or any other transfer of assets for the benefit of creditors, or applies for or consents to the appointment of a receiver for its assets, or if an involuntary case or other proceeding is commenced against Redeveloper seeking liquidation, reorganization or other relief with respect to Redeveloper's debts under the Bankruptcy Code or any other bankruptcy, insolvency or similar law now or hereafter in effect or seeking the appointment of a trustee, receiver or liquidator and such involuntary case or proceeding remains undismissed and unstayed for a period of sixty (60) days; or

(f) Entry of a material final judgment or judgments against the Redeveloper which is not stayed, bonded or dismissed within sixty (60) days.

In the event of Redeveloper Default, Township shall notify Redeveloper in writing of same. In the event Township does not have the absolute right to terminate this Agreement as set forth in Article 2 and Article 4 above, and the default remains uncured for thirty (30) business days after Township's notice to Redeveloper thereof (the "Cure Period"), unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within

such thirty (30) day period, in which case Redeveloper shall have such longer period as shall be necessary to cure such default, so long as Redeveloper prosecutes such cure to completion with due diligence and advises Township of the actions which Redeveloper is taking and the progress being made, then Township shall have the remedies set forth in Section 10.3(a) below.

10.2 Default by Township. An event of Township Default shall exist if Township

(a) fails to convey the properties comprising the Project Site in contravention of the terms of this Agreement where Redeveloper is not in Default hereunder; or

(b) materially breaches any term or condition set forth in this Agreement, including any representation or warranty by Township expressly set forth in this Agreement.

In the event of Township Default, Redeveloper shall notify Township in writing of same. In the event the default remains uncured for thirty (30) business days after Redeveloper's notice to Township thereof (the "Cure Period"), Redeveloper shall have the remedies set forth in Section 10.3 below. In the event that either party is delayed or prevented from performing any obligation under this Agreement or is directed or required to take any action in contravention of this Agreement by order, directive or other action by any governmental entity, department or authority, such action, inaction or delay shall not constitute a default under this Agreement.

10.3 Remedies.

(a) By Township. If Township fulfills its obligations hereunder but there is a continuing Redeveloper Default, or Redeveloper materially breaches any representation or warranty contained herein, Township shall, as its sole and exclusive remedy hereunder, have the right to terminate this Agreement, but only prior to conveyance of the Project Site to

Redeveloper, and retain the Deposit and shall be entitled to reimbursement of all costs and expenses incurred by Township in connection with the Redevelopment, this Agreement and any condemnation actions, including costs of financing and acquisition, interest costs and attorneys fees and such payments shall constitute and be liquidated and agreed damages, it being expressly understood that the payment of the Deposit to Township as aforesaid shall be the sole and exclusive right and remedy of Township, and constitutes a fair and reasonable estimate of the amount of damage which will be sustained by Township by reason of Redeveloper's breach of this Agreement. Redeveloper shall also promptly turn over and/or assign, as appropriate, without representation or warranty the Redevelopment Documents to Township. Township hereby waives and releases any right to seek specific performance against Redeveloper, except as set forth herein, and any claim for actual or consequential damages in excess of the Deposit.

In the event that Township has acquired title to the Property, and, all of the conditions set forth in Paragraph 4.2 have been fully satisfied, and Redeveloper fails to Close, then, in addition to any other remedy available to Township, Township shall also have the right to specifically enforce this Agreement.

(b) By Redeveloper. If Redeveloper fulfills its obligations hereunder, but there is a continuing Township Default, or Township materially breaches any representation or warranty contained herein, if the Closing has not occurred, the Deposit shall immediately be returned to Redeveloper, Redeveloper shall be reimbursed out of pocket expenses by the Township and Redeveloper may, at its option, (a) specifically enforce this Agreement, (b) avail itself of any other rights and remedies available to Redeveloper at law, but not including

consequential damages, or in equity as a result of such Default, or (c) avail itself of any combination of the foregoing.

(c) In the event the parties disagree as to whether a default exists, the parties shall endeavor to resolve the dispute, and any related claim inuring to the benefit of the non-defaulting party, by mediation. The non-defaulting party shall send a demand for mediation in writing to the alleged defaulting party within fourteen (14) days after the expiration of the Cure Period. Each party shall, within five (5) days of receipt of a demand for mediation, appoint a mediator by sending written notice thereof to the other party. The mediators appointed by the parties shall select a third mediator who shall act as the mediator of the claim. The parties shall bear jointly the cost of the mediators. The parties shall cooperate with all requests of the mediator and the mediation shall be conducted with time being of the essence. The decision of the mediator shall be final and binding on the parties, unless a party rejects the decision of the mediator by written notice within ten (10) business days of receipt of a written notice of decision. In the event that the mediation decision is rejected, the parties shall submit to binding Arbitration. The parties shall select and agree upon a neutral arbitrator with experience in redevelopment law, and shall agree on an expedited schedule and procedure for the arbitration hearing. In the event that the parties cannot agree, the rules of the American Arbitration Association shall govern. The obligation to mediate and/or arbitrate shall not apply in the event this Agreement is terminated by either party pursuant to the provisions of Articles 2 or 3 hereinabove or if a party seeks injunctive relief or specific performance (which such action will be in the Superior Court, Chancery Division).

ARTICLE 11

MISCELLANEOUS

11.1 Brokerage Commission and Finder's Fee. The parties agree that they have dealt with each other and not through any real estate broker, investment banker, person, firm or entity who would, by reason of such dealings, be able to claim a real estate brokerage, business opportunity brokerage or finder's fee as the procuring cause of this transaction. Each of the parties agrees to indemnify the other and hold the other harmless from and against any and all loss, cost, damage, injury or expense arising out of, or in any way related to, assertions, by any other person, firm or entity, of a claim to real estate brokerage, business opportunity brokerage or finder's fee based on alleged contacts between the claiming party and the indemnifying party which have resulted in allegedly providing a broker or finder with the right to claim such commission or finder's fee. The provisions of this Section 11.1 shall survive closing of title.

11.2 Notices and Communications. All notices or other communications required or permitted to be given hereunder shall be given in writing to the individual designated on behalf of each party to be the "Contact Person" and delivered either by (a) certified mail, postage prepaid, (b) a reputable messenger service or a nationally recognized priority delivery service such as Federal Express, or (c) facsimile or other telecopy transmission (followed by a hard copy sent as provided in clauses (a) or (b) above), addressed as follows:

To Township:

Township of Haddon
135 Haddon Avenue
Westmont, New Jersey 08108-2319
Attention: Honorable William J. Park, Jr. (Contact Person)
Fax No. (856) 854-9561

with copies to:

Catherine M. Ward, Esq.
Cooper Levenson April Niedelman and Wagenheim
1415 Route 70 East
Cherry Hill, New Jersey 08034
Fax No. (856) 795-8641

and to:

Dave Cuneo, Esq.
Cuneo & Hensler
885 Haddon Avenue
Collingswood, New Jersey 08108
Fax No. (856) 869-9065

To Redeveloper:

Fieldstone Associates, L.P.
906A Cross Keys Drive
Doylestown, PA 18901
Attention: Arthur J. Corsini, Jr.
Fax No. (215)348-1365

with copies to:

1065 Route 22 West
Bridgewater, NJ 08807
Attention: Kenneth S. Pizzo
Fax No. (908)725-9119

with copies to:

Richard S. Goldman, Esq.
Drinker Biddle & Reath
105 College Road East, Suite 300
Princeton, New Jersey 08542-0627
Fax No. (609) 799-7000

The foregoing addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by mail shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, or, if transmitted by messenger or a priority delivery service, on the first business day after transmittal, or, if transmitted by facsimile, upon receipt, provided receipt occurs before 5:00 p.m. on a business day in the jurisdiction of the recipient. Counsel for a party may give notice to the other party with the same effect as if given by a party.

11.3 Attorneys' Fees. In the event any action or proceeding is commenced to obtain a declaration of rights hereunder, to enforce any provision hereof, or to seek rescission of this

Agreement for default contemplated herein, whether legal or equitable, each party in such action shall be responsible for its own attorneys' fees and costs.

11.4 Successors and Assigns. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

11.5 No Joint Venture. Nothing contained herein shall be construed as making Township and Redeveloper the partner, joint venturer or agent of the other and neither party shall have the power or authority to bind the other. The parties have no relationship to each other except as vendor and vendee of the Project Site.

11.6 Recordation. This Agreement shall be recorded when Township acquires title to the Project Site. At the request of Redeveloper, Township agrees to execute and deliver a recordable memorandum of this Agreement, in form reasonably satisfactory to Township, which may be recorded by Redeveloper with the Clerk of the County of Camden after Township acquires title to the Project Site. Simultaneously, Redeveloper shall execute and deliver to Township a termination of this Agreement in recordable form to be held in escrow by Township Counsel pending termination of this Agreement for any reason, except default by Township or a material breach of representation or warranty hereunder by the Township.

11.7 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

11.8 Incorporation of Prior Agreements. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other

written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

11.9 Modification of Agreement. This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by both parties.

11.10 Further Assurances. After the Closing Date Township shall execute, acknowledge and deliver, for no further consideration all such assignments, transfers, consents and other documents as Redeveloper may reasonably request to vest in Redeveloper, and protect Redeveloper's right, title and interest in, and enjoyment of, the Project Site, and will take all further action necessary or desirable to carry out and consummate all transactions contemplated hereby in accordance with the provisions of this Agreement.

11.11 Interpretation. If any provision hereof shall be declared invalid by any court or in any administrative proceeding, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The captions and paragraph headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of, or aid in interpretation of any of the provisions hereof.

11.12 No Merger. Each covenant and agreement contained herein shall survive each closing of title and none of the covenants or agreements shall be deemed to have merged into the deed.

11.13 Public Entity. The parties acknowledge that the transactions contemplated in this Agreement will remain subject to any limitations imposed by law upon the official actions of the Township and the Mayor in executing this Agreement.

11.14 Survival. All covenants, agreements, representations and warranties contained in this Agreement shall survive each closing of title and shall not be merged into the deeds.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

TOWNSHIP OF HADDON

By: *Mary Jo Cassani*
Deputy Clerk

William J. Park Jr.
Name:
Title: *Mayor*

WITNESS:

FIELDSTONE ASSOCIATES, L.P.
A Pennsylvania Limited Partnership
~~By: Renewal Economic Advisors, LLC, A/C~~
Its Managing Partner

By: *[Signature]*

[Signature]
Name:
Title: Managing Partner