

This AGREEMENT dated this 21st day of August, 2017 by and between the New Jersey Sports and Exposition Authority ("NJSEA") whose offices are located at One DeKorte Park Plaza, Lyndhurst, New Jersey 07071, and Morris Kearny Associates, LLC ("Morris"), a Delaware limited liability company, located at 350 Veterans Boulevard, Rutherford, New Jersey 07070 (referred to collectively as the "Parties");

WITNESSETH:

WHEREAS, pursuant to the Hackensack Meadowlands Agency Consolidation Act ("the Act"), N.J.S.A. 5:10A-1 et seq., the NJSEA is authorized to prepare and adopt redevelopment plans for areas in the Hackensack Meadowlands District determined by NJSEA to be areas in need of redevelopment; and

WHEREAS, the Koppers Coke Peninsula Redevelopment Plan ("KCPRP") applies within the 367-acre Koppers Coke Peninsula Redevelopment Area, located within the Town of Kearny, in the southeast corner of the Hackensack Meadowlands District; and

WHEREAS, the NJSEA is authorized by the Act to enter into contracts with redevelopers for the purpose of planning, constructing, reconstructing, operating, maintaining and repairing any redevelopment or other project or any part thereof; and

WHEREAS, the NJSEA adopted the KCPRP on February 27, 2013, by Resolution 13-07, (attached hereto as Attachment A), encompassing properties within the Koppers Coke Peninsula Redevelopment Area, more specifically identified as Block 286, Lots 34, 35, 36, 37.01, 37.02 and 37.03, as well as Block 287, Lots 5, 5.01, 5.02, 32.01, 32.02, 32.03, 35, 36, 37, 38.01, 38.02, 39, 40, 41, 41.01, 42, 43, 43.01, 44, 45, 45.01, 46, 47, 47.01, 48, 49, 49.01, 50, 50.01, 51, 52, 52.01, 53, 54, 55, 56, 57, 58, 59, 60, 60.01, 61.01, 61.02, 61.03, 62, 62.01, 63, 64, 65, 65.01, 66, 66.01, 67, 67.01, 67.02, 68, 69, 70, 70.01, 71, 71.01, 73, 73.02, 79, 80, 81, 82 and 83 on the Tax Maps of the Town of Kearny, Hudson County ("Redevelopment Area"); and

WHEREAS, the KCPRP provides for five categories of recommended land uses: (1) industrial/storage/trucking uses; (2) transport support services; (3) neighborhood services; (4) public/quasi-public uses; and (5) water-dependent uses; and

WHEREAS, the Hudson County Improvement Authority ("HCIA") owns certain real property located within the Redevelopment Area in the Town of Kearny, Hudson County, and designated on the Tax Maps of the Town as Block 287, Lots 32.01, 54, 55, 56, 60, 61.02, 61.03, 62, 62.01, 63, 70, 70.01, 71, 71.01, and 80 ("the Koppers Seaboard Property" or "the Subject Properties"); and

WHEREAS, the HCIA issued a Property Disposition Request for Proposals (RFP), dated February 2013, and in response received qualifying proposals from qualified developers for the acquisition and redevelopment of certain properties within the Redevelopment Area, inclusive of the Koppers Seaboard Property; and

WHEREAS, a key objective of the HCIA's RFP was to facilitate redevelopment that creates jobs and tax ratables for the Town of Kearny and Hudson County; and

WHEREAS, the HCIA, by Resolution 6-2014-5, dated June 11, 2014, authorized the commencement of negotiations with respondent, Morris Realty Associates, LLC, as to the sale of certain property, inclusive of the Koppers Seaboard Property; and

WHEREAS, the HCIA, by Resolution 9-2015-10, dated September 23, 2015, approved a Purchase and Sale Agreement for the Koppers Seaboard Property with Morris Realty Associates, LLC's designee, Morris Kearny Associates, LLC, which was amended, effective June 23, 2016, by Resolution 6-2016-10; and

WHEREAS, Beazer East, Inc. is responsible for remediating contamination on the Subject Properties in accordance with that certain Administrative Consent Order with the New Jersey Department of Environmental Protection ("NJDEP") dated March 4, 1986; and

WHEREAS, Block 287, Lots 32.02, 46, 47 and 47.01 are the former Diamond Shamrock/Tierra facility site, and Block 287, Lots 32.02, 48, 49, 50, 51, 52 and 52R are the former Standard Chlorine industrial site, all of which are abandoned, unutilized and undergoing remediation and are not currently used for any purpose consistent with the KCPRP (collectively, the "Adjacent Properties"); and

WHEREAS, Morris desires to develop the Subject Properties as a premier warehouse/distribution facilities, as depicted on a Conceptual Development Plan attached hereto as Attachment B ("the Project"); and

WHEREAS, in accordance with N.J.S.A. 5:10A-23, the NJSEA has exclusive redevelopment power within the District; and

WHEREAS, N.J.S.A. 5:10A-24(d)(6) authorizes the NJSEA to enter into contracts with developers for the purposes of redevelopment; and

WHEREAS, Morris has requested that it be designated as the redeveloper of the Subject Properties, and accordingly, the designation of Morris as the redeveloper is contingent upon the execution of a redevelopment agreement between Morris and the NJSEA; and

WHEREAS, Morris is seeking redeveloper designation to support and facilitate the Project on the Subject Properties within the Redevelopment Area, and more specifically so that it can be eligible to access governmental funds and grants for redevelopment and remediation in connection with the Project; and

WHEREAS, on October 13, 2016, pursuant to Resolution No. 2016-48____ (Attachment C), the NJSEA authorized the President/CEO or his designee to designate Morris as Redeveloper of the Koppers Seaboard Property and enter into a Redevelopment Agreement with Morris regarding the development of the Koppers Seaboard Property within the Redevelopment Area; and

WHEREAS, the utilization of the Subject Properties in accordance with KCPRP requires the acquisition of portions of the Adjacent Properties for the construction of an access road to and installation of utilities through the Subject Properties; and

WHEREAS, in undertaking projects pursuant to any redevelopment plan, NJSEA may acquire, by condemnation or otherwise, real or personal property, or any interest therein, and may dispose of the real property so acquired by sale, lease or exchange for the uses and purposes specified in the redevelopment plan, to any person or public agency; and

WHEREAS, Morris hereby represents that it has the legal capacity and has been authorized by its Members to enter into this Agreement and perform each of its undertakings herein set forth and as set forth in the KCPRP as of the date of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I - DEFINITIONS

The Parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the respective meanings specified below:

"Agreement" means this Agreement between NJSEA and Morris.

"Certificate of Occupancy Approval" means an occupancy certification as set forth in N.J.A.C. 19:4-4.8 et seq.

"Environmental Laws" means any and all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to environmental contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of hazardous substances, materials or wastes, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. sec. 9601-9675), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. sec. 6901 et seq.); the Clean Water Act (33 U.S.C. sec. 1251 et seq.); the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., the New Jersey Spill Compensation and Control Act (the "Spill Act") (N.J.S.A. 58:10-23.11 et seq.); the Industrial Site Recovery Act, as amended ("ISRA") (N.J.S.A. 13:1K-6 et seq.); the New Jersey Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21 et seq.); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 et seq.); and the rules and regulations promulgated thereunder.

"Governmental Approvals" means any approvals, authorizations, permits, licenses or certificates required and issued or granted by any governmental authority(ies) having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project in accordance with the KCPRP, applicable law and this Agreement.

"Improvements" means all buildings, structures and appurtenances related to the Project and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Subject Properties and the streets immediately abutting the Subject Properties, as set forth on an approved Site Plan and approved construction plans.

"Morris Trust(s)" means any Trust established for the benefit of the children of Joseph Morris and/or Robert Morris.

"Project" means the development of Improvements, as more specifically described in this Agreement, to be proposed for construction on the Subject Properties and Adjacent Properties pursuant to the terms set forth in this Agreement and consisting of any uses permitted in the KCPRP.

"Remediation" means any cleanup, removal or treatment of any environmental contamination or environmental damage affecting, including, without limitation, the air, groundwater, surface water, or soil in, on, around, or adjacent to the Subject Properties, which cleanup, removal or treatment is required by applicable law for the Project to be approved and constructed.

ARTICLE II - DUTIES OF REDEVELOPER

2.01. Redevelopment of Premises. As contract purchaser of the Subject Properties, as approved by HCIA through Resolution 9-2015-10, dated September 23, 2015, Morris has been designated by the NJSEA as the redeveloper through Resolution 2016-48, attached hereto as Attachment C, which shall be deemed ratified by the execution of this Agreement. Morris agrees to construct the Project consistent with the KCPRP. Such redevelopment shall comply in all respects with requirements of law including applicable regulations of the NJSEA.

2.02. Exclusive Rights of Redeveloper. Morris represents that it has obtained exclusive rights from HCIA to have its agents, assignees, contractors and subcontractors perform those development and redevelopment activities on and about the Subject Properties or any portion thereof permitted by and subject to the requirements of the KCPRP, this Agreement and approvals granted by the NJSEA. Morris represents that it has obtained exclusive rights from HCIA such that all development and redevelopment on and about the Subject Properties or any portion thereof will only be authorized and may only be undertaken by Morris, its agents, assignees, contractors and subcontractors subject to the terms of the KCPRP, this Agreement and approvals granted by the NJSEA. The NJSEA agrees that it will not permit or accept an application for development by another developer or redeveloper for the Project or any portion thereof, except if such other developer or redeveloper is entitled to (or has sufficient legal interest to) make such application for development of the Project or any portion thereof pursuant to NJSEA regulations.

2.03. Project to Be Reviewed Pursuant to NJSEA Requirements. The Project shall be designed in accordance with the KCPRP. All applications for plan amendments, variances, zoning certificates or other land use approvals shall be reviewed by NJSEA pursuant to its applicable regulations.

2.04. Development Entities. The Project, any portion of the Project and/or specific Improvement(s) will, at Morris's option, be developed, in whole or in part, by (i) Morris, (ii) any partnership, corporation, limited liability company or other legal entity to which Morris and/or any affiliate of Morris is the sole beneficial or majority owner; and/or an entity owned or controlled by one or more of the following individuals or trustees: Joseph Morris, Robert Morris, or a Trustee acting on behalf of a Morris Trust(s); or (iii) any partnership, corporation, limited liability company or other legal entity to which Morris and/or any affiliate of Morris are collectively the sole beneficial owners, and/or an entity owned or controlled by one or more of the following individuals or trustees: Joseph Morris, Robert Morris or a Trustee acting on behalf of a Morris Trust(s). Morris shall notify NJSEA of the assignment of any of

Morris' interests in this Project to any entity which does not fall within the scope of the entities set forth in this subsection. Morris shall have a continuing obligation to notify, within thirty (30) days, of any assignment pursuant to this section.

2.05. Right to Enter and Inspect. Designated agents and representatives of NJSEA shall be permitted to enter upon the Subject Properties in accordance with N.J.A.C. 19:4-4.21(e).

2.06. Indemnification Agreement. Morris agrees to indemnify and hold harmless NJSEA and to pay any reasonable expenses, of any and all kinds or nature, and however arising, imposed by law, which NJSEA may sustain, be subject to, or be caused to incur by reason of any claim, suit, or action based upon personal injury, death, or damages to property, whether real, personal or mixed, relating to Morris' activities in constructing the Project, including, but not limited to, any and all claims by workmen, employees and agents of Morris and unrelated third parties, which claims arise from the construction on the Property subject to this Agreement, the maintenance and functioning of the improvements or any other activities of Morris within the Property during the construction of the Project, except for any claim or suit arising from the intentional, or willful, or grossly negligent acts of the NJSEA. Morris agrees that neither the NJSEA, nor its directors, officers, agents, servants, or employees shall be liable in any event for any action performed under this Agreement by Morris within the scope of construction on the Property and that Morris shall save harmless the NJSEA, its directors, its officers, agents, servants, or employees from any such claim or suit, except for any claim or suit arising from the intentional, or willful, or grossly negligent acts of the NJSEA.

Morris, at its own cost and expense, shall defend any and all such claims, suits, and actions, which may be brought or asserted against the NJSEA and/or its directors, officers, agents, servants, or employees, but this provision will not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided in this Agreement from its obligations to defend Morris, the NJSEA, or any other insured named in such policy of insurance in connection with claims, suits, or actions covered by such policy.

NJSEA shall provide notice to Morris of the subject claims as soon as reasonably possible after their occurrence but in any case within ten (10) days of NJSEA receiving actual or constructive notice of the subject claims.

In the event Morris does not meet its obligations to indemnify the NJSEA as set forth above, Morris shall pay any costs, including but not limited to reasonable attorneys fees and the cost of expert witnesses and reports, incurred by NJSEA in connection with an action to enforce against Morris this obligation to indemnify.

2.07. Master Plan. Attached hereto as Attachment B is a plan entitled Conceptual Plan prepared by Langan Engineering dated July 19, 2017 and reflecting, at a concept level, the Project to date.

ARTICLE III - ACQUISITION OF ADJACENT PROPERTIES

3.01. Voluntary Purchase. Morris shall use best efforts to acquire property rights in the Adjacent Properties necessary to provide access to and infrastructure for the Project through a voluntary sale negotiated with the owners of the Adjacent Properties. In the event Adjacent Properties' owners refuse to sell the requisite land or grant an easement necessary for access to and infrastructure for the Project ("Project Easements"), Morris may request that the NJSEA institute condemnation proceedings to acquire the land for a public purpose pursuant to law. Any institution of condemnation proceedings by the NJSEA shall be subject to State of New Jersey Executive Order #118 and applicable law. NJSEA retains the right to accept or reject such a request, in its sole discretion.

ARTICLE IV - CERTIFICATES OF OCCUPANCY AND COMPLETION

4.01. Certificate of Completion and Occupancy Approval. Upon completion of the construction of the Project or portions thereof in accordance with the Governmental Approvals, Morris shall obtain a Certificate of Completion and Occupancy Approval from the NJSEA for such Improvements, in accord with applicable NJSEA requirements.

4.02. Termination. Upon completion of Improvements on the Subject Properties or any individual lot thereof, as evidenced by the issuance of a Certificate of Completion and Occupancy Approval by NJSEA, and for purposes of releasing any restrictions imposed by this Agreement, this Agreement will be deemed terminated as to the Subject Properties for which the Certificate(s) of Completion and Occupancy Approval has been issued or the individual lot thereof for which the Certificate of Completion and Occupancy Approval has been issued. Morris will supply an instrument in proper form for recording that shall acknowledge the termination of this Agreement, in whole or in part, as set forth in this Section 4.02, and which shall be mutually agreed upon by the parties hereto.

ARTICLE V - REPRESENTATIONS AND WARRANTIES

5.01. Morris' Representations and Warranties. Morris hereby represents and warrants to, and covenants with the NJSEA that:

(a) Organization. Morris is a limited liability corporation, duly formed under the laws of the State of Delaware and validly existing and in good standing under the laws of the State of Delaware with all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by Morris of this Agreement have been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating document of Morris, or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which Morris is a party or by which Morris may be bound.

(c) Valid and Binding Obligations. The person executing this Agreement on behalf of Morris has been duly authorized and empowered and this Agreement has been duly executed and delivered by Morris and constitutes the valid and binding obligation of Morris except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of principles of equity (collectively, the "Creditors' Rights Limitations").

(d) Litigation. No suit is pending against Morris which could have a material adverse effect upon Morris's performance under this Agreement or the financial condition or business of Morris. There are no outstanding judgments against Morris that would have a material adverse effect upon Morris or which would materially impair or limit of the ability of Morris to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which Morris is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, Morris has not received any notices asserting any noncompliance in any material respect by Morris with applicable statutes, rules and regulations of the United States, the State of New Jersey or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on Morris' ability to perform its obligations under this Agreement. Morris is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

5.02. NJSEA's Representations and Warranties. NJSEA hereby represents and warrants to, and covenants with Morris that:

(a) Organization. The NJSEA is a public body corporate and politic and a political subdivision of the State of New Jersey. In accordance with N.J.S.A. 5:10A-23, the NJSEA has exclusive redevelopment power within the District. Accordingly, the NJSEA has all requisite power and authority to enter into this Agreement, pursuant to its enabling statute and pursuant to Resolution 2016-48, designating Morris as the redeveloper of the Subject Properties.

(b) Authorization; No Violation. The execution, delivery and performance by the NJSEA of this Agreement are within the authority of the NJSEA under, and will not violate, the statutes, rules and regulations establishing the NJSEA and governing its activities, have been duly authorized by all necessary NJSEA Resolution(s) and will not result in the breach of any material agreement to which the NJSEA is a party or, to the best of its knowledge and belief, any other material agreement by which the NJSEA or its material assets may be bound or affected.

(c) Valid and Binding Obligations. The person executing this Agreement on behalf of the NJSEA has been duly authorized by Resolution to execute this Agreement, has been duly executed and delivered by the NJSEA and constitutes the valid and binding obligation of the NJSEA except to the extent that the enforcement thereof may be limited by the Creditors' Rights Limitations.

(d) Litigation. No suit is pending against or affects NJSEA which could have a material adverse effect upon NJSEA's performance under this Agreement. There are no outstanding judgments against NJSEA that would have a material adverse effect upon NJSEA or which would materially impair or limit of the ability of NJSEA to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which NJSEA is a party or is otherwise subject.

ARTICLE VI - AMENDMENT AND WAIVER

6.01. No alteration, amendment or modification of this Agreement shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. The failure of NJSEA or Morris to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such

covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by NJSEA or Morris of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of NJSEA or Morris.

ARTICLE VII - CONSENTS

7.01. Unless otherwise specifically provided herein, no consent or approval by NJSEA or Morris permitted or required under the terms of this Agreement shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the party by or on whose behalf such consent is given.

ARTICLE VIII - SUCCESSORS BOUND

8.01. This Agreement shall be binding upon the respective parties hereto and their successors and assigns.

ARTICLE IX - TITLE OF ARTICLES

9.01. The Titles of the several Articles of this Agreement, as set forth in the Table of Contents or at the heads of said Articles, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

ARTICLE X - GOVERNING LAW

10.01. This Agreement shall be governed by and construed by the laws of the State of New Jersey and shall be venued in the applicable court of the Superior Court of the State of New Jersey.

ARTICLE XI - SEVERABILITY

11.01. The validity of any Article, Section, clause or provision of this Agreement shall not affect the validity of the remaining Articles, Sections, clauses, or provisions hereof.

ARTICLE XII - ENTIRE AGREEMENT

12.01. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof, except as otherwise provided herein.

ARTICLE XIII - EFFECTIVE DATE

13.01. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all the parties hereto have executed and delivered this Agreement and all the other agreements referred to herein or relative hereto have been fully executed and delivered by the parties to such agreements.

ARTICLE XIV - COUNTERPARTS

14.01. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

ARTICLE XV - EXHIBITS

15.01. Any and all Exhibits annexed to this Agreement are hereby made part of this Agreement by this reference thereto.

ARTICLE XVI - NOTICES AND DEMANDS

16.01. A notice, demand or other communication under this Agreement by any party to the other shall sufficiently be given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing.

New Jersey Sports & Exposition Authority
One DeKorte Park Plaza
Lyndhurst, NJ 07071
Attn: Department of Legal and Regulatory Affairs

Morris Kearny Associates, LLC
350 Veterans Boulevard
Rutherford, NJ 07070
Attn: Keith Morris

(with copy to):
Theodore A. Schwartz, Esq.
William C. Sullivan, Jr., Esq.
Scarinci Hollenbeck

1100 Valley Brook Avenue
Lyndhurst, NJ 07071

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 24.01 change the address, facsimile number or persons to which notices shall be sent.

ARTICLE XVII - COOPERATION AND COMPLIANCE

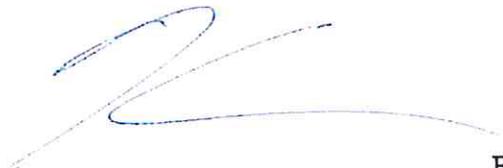
17.01. The parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of this Agreement and the KCPRP.

IN WITNESS WHEREOF, the parties intending to be legally bound, have hereunto executed this AGREEMENT as of the date set forth above:

Morris Kearny Associates, LLC

New Jersey Sports & Exposition
Authority

By:



Keith Morris
~~Senior~~ Vice President
and General Counsel

By:



Wayne Hasenbalg
President & CEO

EXHIBIT A

RESOLUTION TO ADOPT THE KOPPERS COKE PENINSULA REDEVELOPMENT PLAN (FILE SP-700)

WHEREAS, N.J.S.A. 13:17-21 authorizes the New Jersey Meadowlands Commission (NJMC) to prepare and adopt redevelopment plans for areas determined to be renewal areas within the Hackensack Meadowlands District for the purpose of redevelopment; and

WHEREAS, N.J.A.C. 19:3-5.1 *et seq.* provides the regulations governing redevelopment within the Meadowlands District, including the process and criteria for establishing redevelopment areas and the preparation and adoption of redevelopment plans; and

WHEREAS, a petition dated February 9, 2012, was received from the Town of Kearny, requesting that the NJMC investigate the redevelopment potential of Block 287, Lots 48, 49, 49.01, 50, 51, 52, and 52.01 in Kearny, and neighboring properties in the vicinity of Belleville Turnpike and Fish House Road; and

WHEREAS, the NJMC adopted Resolution No. 12-20 on May 23, 2012, authorizing NJMC staff to conduct an investigation of the following properties in the Town of Kearny to examine their redevelopment potential: Block 286 - Lots 34, 35, 36, 37.01, 37.02, and 37.03; and Block 287 - Lots 5, 5.01, 5.02, 32.01, 32.02, 32.03, 35, 36, 37, 38.01, 38.02, 39, 40, 41, 41.01, 42, 43, 43.01, 44, 45, 45.01, 46, 47, 47.01, 48, 49, 49.01, 50, 50.01, 51, 52, 52.01, 53, 54, 55, 56, 57, 58, 59, 60, 60.01, 61.01, 61.02, 61.03, 62, 62.01, 63, 64, 65, 65.01, 66, 66.01, 67, 67.01, 67.02, 68, 69, 70, 70.01, 71, 71.01; 73, 73.02, 79, 80, 81, 82, and 83; and

WHEREAS, NJMC staff investigated the redevelopment potential of the subject properties and prepared the "In Need of Redevelopment Investigation - Koppers Coke Peninsula" report, dated October 1, 2012, containing their findings; and

WHEREAS, on October 24, 2012, the NJMC adopted Resolution No. 12-43, deeming the subject properties to be in need of redevelopment, and authorizing staff to prepare a redevelopment plan for the area; and

WHEREAS, the NJMC staff prepared the Draft Koppers Coke Peninsula Redevelopment Plan, dated December 2012; and

WHEREAS, public hearings were held at the NJMC on January 8, 2013 and January 29, 2013, to obtain public comments concerning the Draft Koppers Coke Peninsula Redevelopment Plan, dated December 2012; and

WHEREAS, the NJMC accepted written comments through January 30, 2013, at which time the public comment period was closed; and

WHEREAS, no written comments were received; and

WHEREAS, the NJMC staff considered all comments received during the public comment period, which resulted in no modifications to the draft redevelopment plan; and

WHEREAS, pursuant to N.J.S.A. 13:17-8, a copy of the Koppers Coke Peninsula Redevelopment Plan was forwarded to the Hackensack Meadowlands Municipal Committee (HMMC) for inclusion on the agenda of their meeting on February 4, 2013, and was unanimously approved at this meeting; and

WHEREAS, at this time, the NJMC staff recommends that the Commission adopt the Koppers Coke Peninsula Redevelopment Plan, dated February 2013; and

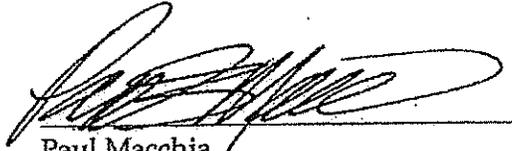
WHEREAS, the members of the NJMC have reviewed the record in this matter and concur with the recommendations of the NJMC staff.

NOW, THEREFORE, BE IT RESOLVED, by the members of the NJMC, that the Koppers Coke Peninsula Redevelopment Plan, dated February 2013, is hereby adopted, and shall apply to the following properties in the Town of Kearny: Block 286 - Lots 34, 35, 36, 37.01, 37.02, and 37.03; and Block 287 - Lots 5, 5.01, 5.02, 32.01, 32.02, 32.03, 35, 36, 37, 38.01, 38.02, 39, 40, 41, 41.01, 42, 43, 43.01, 44, 45, 45.01, 46, 47, 47.01, 48, 49, 49.01, 50, 50.01, 51, 52, 52.01, 53, 54, 55, 56, 57, 58, 59, 60, 60.01, 61.01, 61.02, 61.03, 62, 62.01, 63, 64, 65, 65.01, 66, 66.01, 67, 67.01, 67.02, 68, 69, 70, 70.01, 71, 71.01, 73, 73.02, 79, 80, 81, 82, and 83; and

BE IT FURTHER RESOLVED, that the Koppers Coke Peninsula Redevelopment Plan shall supersede all prior zoning for the properties within the redevelopment area; and

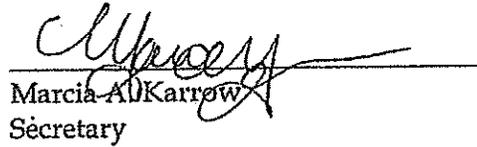
BE IT FURTHER RESOLVED, as set forth in N.J.A.C. 19:3-5.10, that the members of the NJMC authorize staff to prepare a public notice to be forwarded to the Office of Administrative Law to be published in the New Jersey Register describing the Koppers Coke Peninsula Redevelopment Plan, as adopted.

The foregoing was adopted by Commission vote.



Paul Macchia
Acting Chairman

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Meadowlands Commission at its meeting on February 27, 2013.



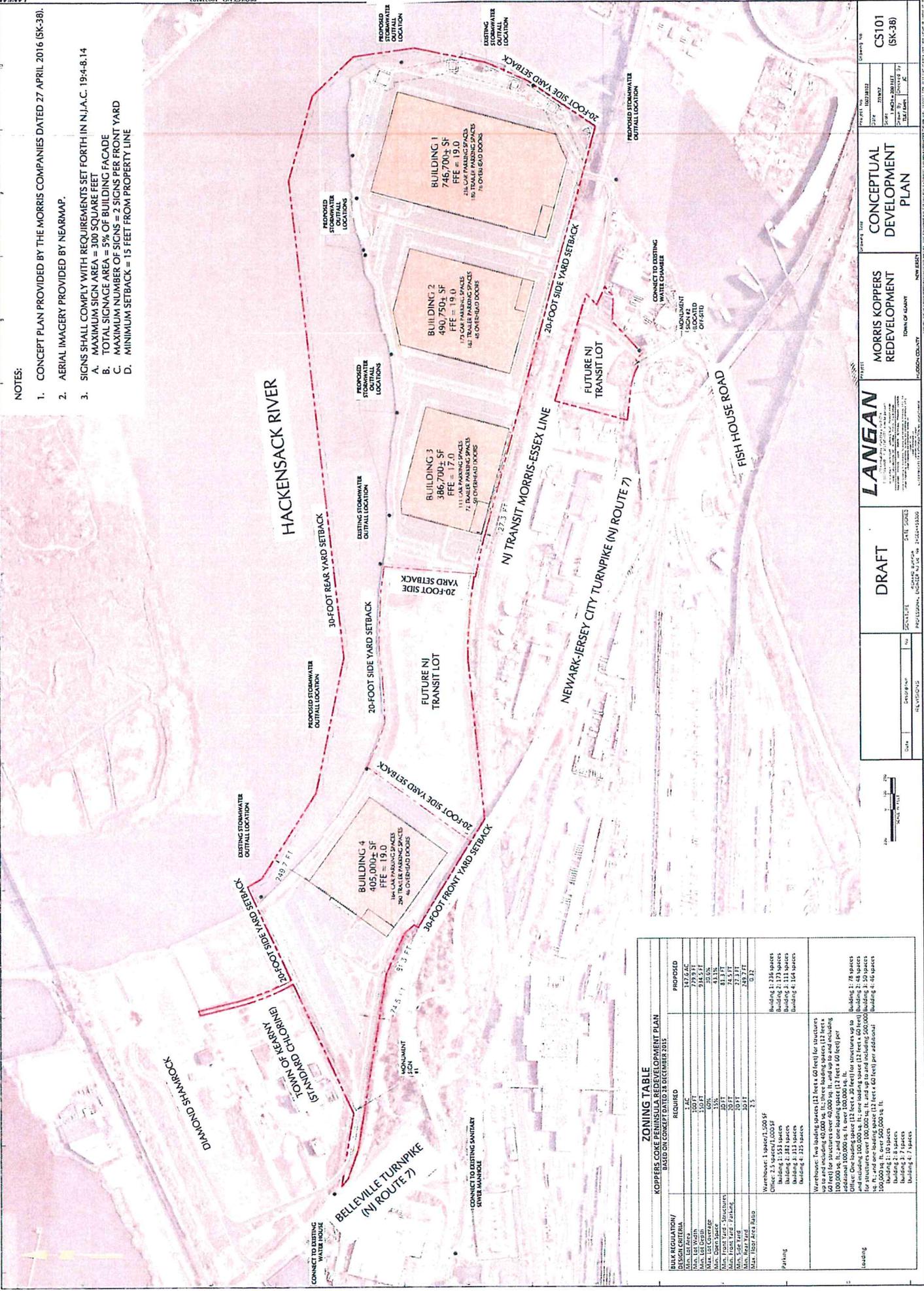
Marcia ADKarrow
Secretary

Resolution No. 13-07

Motion: _____ Second: _____ Roll Call

NOTES:

1. CONCEPT PLAN PROVIDED BY THE MORRIS COMPANIES DATED 27 APRIL 2016 (SK-38).
2. AERIAL IMAGERY PROVIDED BY NEARMAP.
3. SIGNS SHALL COMPLY WITH REQUIREMENTS SET FORTH IN N.J.A.C. 19:4-8.14
 - A. MAXIMUM SIGN AREA = 300 SQUARE FEET
 - B. TOTAL SIGNAGE AREA = 5% OF BUILDING FACADE
 - C. MAXIMUM NUMBER OF SIGNS = 2 SIGNS PER FRONT YARD
 - D. MINIMUM SETBACK = 15 FEET FROM PROPERTY LINE



ZONING TABLE
KOPPERS COKE PENINSULA REDEVELOPMENT PLAN
BASED ON CONCEPT DATED 28 DECEMBER 2015

| MARK REGULATORY/REQUIRED | PROPOSED |
|--------------------------|--|
| Min. Lot Width | 137.6 AC |
| Min. Lot Depth | 100 FT |
| Min. Lot Area | 24,911 SF |
| Min. Setback | 15 FT |
| Min. Front Setback | 15 FT |
| Min. Side Yard | 15 FT |
| Min. Rear Yard | 15 FT |
| Min. Lot Area Ratio | 0.12 |
| Parking | Warehouse 1: 1,000 SF Office 2: 3,300 SF Building 1: 236 spaces Building 2: 173 spaces Building 3: 150 spaces Building 4: 144 spaces |
| Loading | Warehouse 1: 78 spaces Office One: 12 spaces (12 feet x 20 feet) for structures up to and including 50,000 sq. ft. and up to and including additional 100,000 sq. ft. and 100,000 sq. ft. Office Two: 12 spaces (12 feet x 20 feet) for structures up to and including 50,000 sq. ft. and up to and including additional 100,000 sq. ft. and 100,000 sq. ft. Building 1: 78 spaces Building 2: 73 spaces Building 3: 70 spaces Building 4: 76 spaces |

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CONCEPTUAL DEVELOPMENT PLAN

MORRIS KOPPERS REDEVELOPMENT
TOWN OF MORRIS
HUDSON COUNTY

PROJECT: 100-00002
DATE: 2/20/17
SCALE: 1"=100' HORIZ. 1"=10' VERT.

DATE: 2/20/17
SCALE: 1"=100' HORIZ. 1"=10' VERT.

LANGAN PROJECT NO. 100221010

EXHIBIT C

RESOLUTION 2016-48

**RESOLUTION AUTHORIZING THE
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY TO DESIGNATE
MORRIS KEARNY ASSOCIATES, LLC
AS REDEVELOPER AND NEGOTIATE AND ENTER INTO
A REDEVELOPER AGREEMENT PERTAINING TO A
WAREHOUSE/DISTRIBUTION DEVELOPMENT PROJECT WITHIN THE
KOPPERS COKE PENINSULA REDEVELOPMENT AREA
IN THE TOWN OF KEARNY**

WHEREAS, on February 27, 2013, by Resolution 13-07, the New Jersey Meadowlands Commission approved the Koppers Coke Peninsula Redevelopment Plan for properties located within the Koppers Coke Peninsula Redevelopment Area in the Town of Kearny; and

WHEREAS, the Koppers Coke Peninsula Redevelopment Plan allows for a variety of commercial and industrial land uses within the Koppers Coke Peninsula Redevelopment Area; and

WHEREAS, the Hudson County Improvement Authority (HCIA) owns certain real property located within Koppers Coke Peninsula Redevelopment Area in the Town of Kearny, Hudson County, and designated on the Tax Maps of the Town as Block 287, Lots 32.01, 54, 55, 56, 60, 61.02, 61.03, 62, 62.01, 63, 70, 70.01, 71, 71.01, and 80 (Koppers Seaboard Property); and

WHEREAS, the HCIA issued a Property Disposition Request for Proposals, dated February 2013, and in response received qualifying proposals from qualified developers for the acquisition and redevelopment of certain properties within the Koppers Coke Peninsula Redevelopment Area, inclusive of the Koppers Seaboard Property; and

WHEREAS, the HCIA, by Resolution 6-2014-5, dated June 11, 2014, authorized the commencement of negotiations with respondent, Morris Realty Associates, LLC, as to the sale of certain property, inclusive of the Koppers Seaboard Property; and

WHEREAS, the HCIA, by Resolution 9-2015-10, dated September 23, 2015, approved a Purchase and Sale Agreement for the Koppers Seaboard Property with Morris Kearny Associates, LLC, which was amended, effective June 23, 2016, by Resolution 6-2016-10; and

WHEREAS, pursuant to Public Law 2015, Chapter 19, the New Jersey Meadowlands Commission (NJMC) became part of the New Jersey Sports and Exposition Authority (NJSEA), effective February 5, 2015; and

WHEREAS, the NJSEA, by Resolution 2015-59, dated November 19, 2015, established guidelines by which the President/CEO of the NJSEA may designate "Vital Projects" within the District so that the NJSEA may maintain sole jurisdiction over any project it deems, in its sole discretion, to be vital to the public safety, general welfare, development, or redevelopment of the District; and

WHEREAS, in a letter dated April 7, 2016, the President/CEO of the NJSEA deemed Morris Kearny Associates, LLC's proposed Koppers Coke Redevelopment Project to be a "Vital Project" under N.J.S.A. 5:10A-11(f), to allow the NJSEA to maintain sole jurisdiction in its review; and

WHEREAS, Morris Kearny Associates, LLC is seeking redeveloper designation to support and facilitate the project, and more specifically so that it can be eligible to access governmental funds and grants for redevelopment and remediation in connection with that project; and

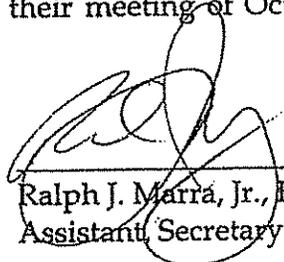
WHEREAS, in accordance with N.J.S.A. 5:10A-24d(6), the NJSEA may enter into a redeveloper agreement for projects undertaken pursuant to a redevelopment plan; and

WHEREAS, Morris Kearny Associates, LLC has requested that the NJSEA designate Morris Kearny Associates, LLC as redeveloper and enter into a Redevelopment Agreement with them regarding their proposed mixed-use warehouse/distribution redevelopment project within the Koppers Coke Peninsula Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED, that the New Jersey Sports and Exposition Authority authorizes the President/CEO or his designee to designate Morris Kearny Associates, LLC as Redeveloper of the Koppers Seaboard Property and enter into a Redeveloper Agreement with Morris Kearny Associates, LLC, the terms of which shall be negotiated, regarding the development of the Koppers Seaboard Property within the Koppers Coke Peninsula Redevelopment Area.

BE IT FURTHER RESOLVED, that the designation of Morris Kearny Associates, LLC as Redeveloper is contingent upon the execution of a Redeveloper Agreement between Morris Kearny Associates, LLC and the New Jersey Sports and Exposition Authority.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Sports and Exposition Authority at their meeting of October 13, 2016.


Ralph J. Marra, Jr., Esq.
Assistant Secretary