

INTERIM COSTS AGREEMENT (the “**Interim Costs Agreement**”), dated as of _____, 2025, (the “**Effective Date**”) by and between **THE TOWNSHIP OF NORTH BRUNSWICK**, a public body corporate and politic of the State of New Jersey, acting as a redevelopment entity pursuant to Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 *et seq.*, having its principal place of address at 710 Hermann Road, North Brunswick, NJ 08902 (the “**Township**”), and **SPG 100 FIDELITY PLAZA LLC**, having an address at 100 Front Street, Suite. 350, West Conshohocken, PA 19428 (the “**Conditional Redeveloper**”). The Township and Conditional Redeveloper may be referred to herein, individually, as a “**Party**” or, collectively, as the “**Parties**”.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, as amended and supplemented (the “**Redevelopment Law**”), the Mayor and Township Council acting as the Redevelopment entity has the power to adopt redevelopment plans and carry out redevelopment projects, within, and on behalf of the Township; and

WHEREAS, the Mayor and Council is formulating an ordinance approving and adopting a redevelopment plan for the Redevelopment Area (the “**Redevelopment Plan**”); and

WHEREAS, Conditional Redeveloper owns a portion of the Redevelopment Area along US Highway One North and Fidelity Plaza and, which is identified as Lot 24.06 in Block 143 on the Township’s official tax map (the “**Project Area**”) for the purpose of redeveloping the Project Area; and

WHEREAS, Conditional Redeveloper proposes to redevelop the Project Area by constructing one high-quality warehouse with up to approximately 315,000 square feet, (the “**Project**”); and

WHEREAS, the Township wishes to engage in preliminary negotiations with Conditional Redeveloper, or with any corporate entity that Conditional Redeveloper shall create and control, in furtherance of facilitating the acquisition of the Project Area and of entering into a formal redevelopment agreement for the Project Area, with said preliminary negotiations to include the receipt and review of additional project specific information from Conditional Redeveloper as may be requested by the Township; and

WHEREAS, the Parties have determined to establish an escrow fund with the Township to provide for the payment of the Township’s professional fees, costs and expenses related to the process in designating the Property an Area In Need of Redevelopment, preparation of a Redevelopment Plan for the Project Area or amendments, if any, the designation of Conditional Redeveloper as the conditional redeveloper of the Project Area, and the negotiation and execution of a redevelopment agreement (“**Interim Costs**”).

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

1. Payment of Interim Costs.

a. Immediately upon the execution of this Interim Costs Agreement, Conditional Redeveloper shall deposit twenty-five thousand dollars (\$25,000) with the Township, which the Township will deposit into an escrow account (the “**Escrow Account**”) established by it for the payment of its Interim Costs. Prior to the Township’s withdrawal of funds from the Escrow Account for the payment of its Interim Costs, the Township shall provide Conditional Redeveloper with a copy of each invoice reflecting Interim Costs to be paid. Unless Conditional Redeveloper promptly (within ten (10) days of its receipt of any such copy) provides a written objection that any invoiced item is not an Interim Cost, the Township shall be free to withdraw funds from the Escrow Account for the payment of such invoiced services. If, when, and as often as may occur that the Escrow Account is drawn down to or below Five Thousand Dollars (\$5,000), then Conditional Redeveloper, upon the Township’s request, shall immediately provide to the Township for deposit such additional funds as are necessary to increase the balance in the Escrow Account to ten thousand dollars (\$10,000) for use in accordance with these terms. In the event that this Interim Costs Agreement either expires or is cancelled by the Township or Conditional Redeveloper, then all escrowed monies shall be returned to Conditional Redeveloper following the payment from the Escrow Account of the Township’s Interim Costs incurred up to the time of said expiration or cancellation.

b. Interim Costs, for the purposes of this Interim Costs Agreement, shall also include the Township’s reasonably incurred out-of-pocket fees, costs and expenses related to facilitating the acquisition of the Project Area either by purchase or lease, the designation of the Project Area as in need of redevelopment, the designation of Conditional Redeveloper as the conditional redeveloper of the Project Area and any additional property, if applicable, the negotiation of the terms and conditions of a redevelopment agreement, the preparation of a Redevelopment Plan and any amendments, if any, and other documents related to the redevelopment of the Project Area including, but not limited to, fees for legal, accounting, engineering and planning services for employees, outside professionals or consultants retained by the Township, including all such fees, costs, and expenses incurred prior to the execution of this Interim Costs Agreement. The Parties agree that the rate charged Conditional Redeveloper for legal services of the Township’s redevelopment counsel shall be at a rate of \$300 per hour and all other professional fees shall be charged at the same rate charged to the Township.

2. Notice.

Any notice provided to the Township hereunder shall be submitted in writing to:

Michael Hritz, Director
Department of Community Development
Township of North Brunswick
710 Hermann Road
North Brunswick, New Jersey 08902

with copies to:

Ronald Gordon, Esq.
Rainone Coughlin Minchello LLC
555 U.S. Highway One South
Suite 440
Iselin, New Jersey 08830

and

Notices to Conditional Redeveloper shall be submitted in writing to:

SPG 100 FIDELITY PLAZA LLC
100 Front Street, Ste. 350,
West Conshohocken, PA 19428

with copies to:

Bob Smith, Esq.
Bob Smith and Associates
216 Stelton Road, Ste. B1
Piscataway, NJ 08854

3. General. This Interim Costs Agreement (i) shall be in effect as long as Conditional Redeveloper is designated the conditional redeveloper or until it is cancelled by the Township; and (ii) may be amended or supplemented only by an instrument in writing executed by Conditional Redeveloper and the Township. Conditional Redeveloper's obligation to fund the Escrow Account is not contingent upon the outcome of negotiations or the actual entering of a redevelopment agreement.

4. Binding. This Interim Costs Agreement shall be binding upon the respective Parties hereto and their successors and assigns.

5. Effective Date. The term “Effective Date” as used in this Interim Costs Agreement means the date on which this Interim Costs Agreement is signed by all the Parties hereto, or if not signed simultaneously, the date on which it is signed by the last of the Parties hereto, which date shall be inserted at the top of the first page hereof.

6. Counterparts. This Interim Costs Agreement may be executed in counterparts (including by facsimile or by email in portable document format (pdf)). by the Parties hereto, each of which, when so executed, shall be deemed an original, and all of which shall constitute but one and the same instrument.

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

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

ATTEST:

TOWNSHIP OF NORTH BRUNSWICK

By: _____
FRANCIS M. "MAC" WOMACK, III
MAYOR

ATTEST:

SPG 100 FIDELITY PLAZA LLC

By: _____
Omer Mir Ahmed
Chief Development Officer