RESOLUTION OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY RATIFYING PAYMENT OF CERTAIN COSTS AND EXPENSES OF THE AUTHORITY FOR THE MONTH MAY 2019

WHEREAS, the costs and expenses set forth on the attached lists, having been reviewed and authorized for payment by the Chief Executive Officer from funds available for such purpose, are herewith presented to the Authority's Board for final approval and authorization to pay.

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The foregoing is a true and complete copy of a resolution of the Hudson County Improvement Authority adopted at a meeting thereof duly called and held on Wednesday, June 5, 2019.

[Signature]

ELIZABETH RAMOS, ASSISTANT SECRETARY (SEAL)
RESOLUTION OF THE HUDSON COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING PAYMENT OF CERTAIN
COSTS AND EXPENSES OF THE AUTHORITY
FOR THE MONTH JUNE 2019

WHEREAS, the costs and expenses set forth on the attached lists, having
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available for such purpose, are herewith presented to the Authority's Board for final
approval and authorization to pay.

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Wednesday, June 5, 2019.

ELIZABETH RÁMOS, ASSISTANT SECRETARY
(SEAL)
RESOLUTION OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY AUTHORIZING AN AGREEMENT WITH COUNSELING CARE ASSOCIATES, LLC., TO PROVIDE AN EMPLOYEE ASSISTANCE PROGRAM TO AUTHORITY EMPLOYEES

WHEREAS, during the course of their employment with this Authority there may arise a need on the part of an individual employee for solutions focused counseling and professional guidance from a licensed psychologist; and

WHEREAS, the Chief Executive Officer and Executive Staff of the Authority are desirous of providing such an Employee Assistance Program to its employees; and

WHEREAS, employees would participate in the program either by seeking help on their own or by referral from supervisors and would be at no cost to the employee; and

WHEREAS, these services are presently being provided to the Authority by Counseling Care Associates, LLC; and

WHEREAS, the Authority is desirous of continuing this professional services contract with Counseling Care Associates, LLC., with offices located at 186 Paterson Avenue, East Rutherford, New Jersey, 07073 to provide these services in accordance with the attached proposal.

NOW, THEREFORE, BE IT RESOLVED by the Hudson County Improvement Authority as follows:

1. The aforementioned recitals are incorporated herein a though fully set forth at length herein.

2. The Authority hereby authorizes the Chairman, Vice-Chairman, Chief Executive Officer and/or Executive Director/CFO in consultation with the Chairman to execute a Contract with Counseling Care Associates, LLC., with offices located at 186 Paterson Avenue, East Rutherford, New Jersey, 07073 to provide an Employee Assistance Program to authority employees for a period of one year at compensation not to exceed Five Thousand Two Hundred Twenty ($5,220.00) dollars commencing on July 1, 2019 and terminating on June 30, 2020.
3. This resolution shall take effect immediately.

4. This resolution shall be published as required by law.

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ELIZABETH RAMOS, ASSISTANT SECRETARY (SEAL)
RESOLUTION OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY AUTHORIZING RENEWAL OF AN AGREEMENT TO PROVIDE GOVERNMENTAL AFFAIRS CONSULTING SERVICES AND INTERLOCAL AGREEMENTS FOR SHARED SERVICES WITH COUNTY OF HUDSON, HUDSON COUNTY COMMUNITY COLLEGE AND HUDSON COUNTY VOCATIONAL-TECHNICAL SCHOOL WITH WINNING STRATEGIES WASHINGTON, LLC

WHEREAS, Winning Strategies Washington, LLC, 409 7th Street NW, Suite 450, Washington, DC, 20004 has been providing Governmental Relations services at the federal level on behalf of the Authority and through Interlocal Agreement for Shared Services on behalf of the County of Hudson, the Hudson County Community College and the Hudson County Vocational Technical School; and

WHEREAS, all parties concerned have determined that utilizing these services have resulted in improved opportunities to be heard and has provided each with needed advocates for inclusion of federal funded dollars in appropriate bills; and

WHEREAS, Winning Strategies Washington, LLC has agreed to provide these services in accordance with their written proposal to Norman M. Guerra, Chief Executive Officer of the Hudson County Improvement Authority dated May 28, 2019 for an amount not to exceed Ninety Six Thousand ($96,000.00) Dollars for one year term beginning July 1, 2019 and ending June 30, 2020; and

WHEREAS, the County of Hudson, the Hudson County Vocational-Technical School and the Hudson County Community College have agreed to enter into Shared Services Agreements with the Authority to share equally in the cost of and utilize the benefits and services to be provided by Winning Strategies Washington, LLC; and

WHEREAS, the Local Public contracts law N.J.S.A. 40A:11-1 et seq. requires that the Resolution authorizing the awarding of a Contract for professional services, without competitive bids and the Contract itself be available for public inspection; and

WHEREAS, the Executive Director/CFO has certified that sufficient funds are available for this Contract in the Authority’s 2019 Operating Budget Accounts; and

WHEREAS, Winning Strategies Washington, LLC have submitted the appropriate Business Entity Disclosure Certification required pursuant to N.J.S.A. 19:44A-20.9.

NOW THEREFORE, BE IT RESOLVED BY THE HUDSON COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. The Authority hereby authorizes the Chairman, Vice-Chairman, Chief Executive Officer and/or Executive Director/CFO in consultation with the Chairman to enter into a
Contract with Winnings Strategies Washington, LLC to provide Federal Government Relations Consulting Services for an amount not to exceed Ninety Six Thousand ($96,000.00) Dollars, inclusive of out-of-pocket expenses, subject to the availability of funds for the period of July 1, 2019 to June 30, 2020 consistent with the Local Public Contracts Law or any other law.

3. The Authority hereby authorizes the Chairman, Vice-Chairman, Chief Executive Office and/or Executive Director/CFO in consultation with the Chairman, to enter into an Interlocal Government Services Agreements with the County of Hudson, the Hudson County Community College and the Hudson County Vocational-Technical Schools whereby each of the entities will share equally in the cost of this Agreement as well as in the service provided.

4. A copy of this Resolution together with a copy of the executed Contract, shall be forwarded to the Clerk of the Board of Chosen Freeholders for public inspection and is also available for public inspection at the offices of the Authority located at 830 Bergen Avenue, 9th floor, Jersey City, New Jersey between the hours of 9:00 a.m. and 5:00 p.m.

5. This Resolution shall take effect immediately.

6. Notice of this action shall be published as required by law.

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The foregoing is a true and complete copy of a resolution of the Hudson County Improvement Authority adopted at a meeting thereof duly called and held on Wednesday, June 5, 2019.

ELIZABETH RAMOS, ASSISTANT SECRETARY (SEAL)
RESOLUTION OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE RENEWAL OF PROPERTY AND CASUALTY INSURANCE FOR THE SKYWAY GOLF COURSE THROUGH SCIROCCO GROUP

WHEREAS, the Authority maintains Property Casualty Insurance for the Skyway Golf Course (which includes Automobile, Terrorism, Inland Marine, Property and General Liability and Umbrella) and referred to as a Public Entity Package policy including excess Liability Coverage; and

WHEREAS, pursuant to the Local Public Contracts Laws, N.J.S.A. 40A:11-5(1)(m) insurance contracts may be negotiated or awarded without public advertising for bids and bidding thereof; and

WHEREAS, the Authority’s insurance consultant has recommended to and the Authority is desirous of renewing the insurance package from Selective Fire & Casualty Insurance obtained with the services of Scirocco Financial Group, 777 Terrace Avenue, Hasbrouck Heights, New Jersey, the Authority’s Insurance Broker; and

WHEREAS, Norman M. Guerra, Chief Executive Officer of the Authority pursuant to statute has executed the required certification concerning the purchase of the aforementioned insurance which certification is attached hereto and made a part hereof; and

WHEREAS, the Executive Director/CFO has certified that funds have been allocated for these purposes in the Authority’s 2019 Budget, subject to final approval, and are available in the General Operations Account.

NOW, THEREFORE, BE IT RESOLVED by the Hudson County Improvement Authority as follows:

1. The aforesaid recitals are incorporated herein as fully set forth at length.

2. The Chairman, Vice Chairman and/or the Chief Executive Officer in consultation with the Chairman, is hereby authorized to obtain Property Casualty Insurance for the Skyway Golf Course (which includes Automobile, Terrorism, Property and General Liability and Umbrella) with Selective Fire & Casualty Insurance obtained with the services of Scirocco Financial Group, 777 Terrace Avenue, Hasbrouck Heights, New Jersey beginning June 1, 2019 and terminating June 1, 2020 at an annual premium of $42,795.00.
3. This resolution shall be published as required by law.

4. This resolution shall take effect immediately.

5. A copy of this Resolution shall be available for public inspection in the office of the Clerk of the Board of Chosen Freeholders and the offices of the Authority located at 830 Bergen Avenue, 9th floor, Jersey City, New Jersey between the hours of 9:00 a.m. and 5:00 p.m.

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The foregoing is a true and complete copy of a resolution of the Hudson County Improvement Authority adopted at a meeting thereof duly called and held on Wednesday, June 5, 2019.

ELIZABETH RAMOS, ASSISTANT SECRETARY (SEAL)
MEMO

To: HCIA Commissioners
From: Norman M. Guerra, Chief Executive Officer
CC: Kurt A. Cherry, Executive Director/CFO
Date: June 5, 2019
Re: Property Casualty Insurance Package

This will request your consideration and approval of a resolution authorizing the purchase of a Property Casualty Insurance (which includes Automobile, Terrorism, Property and General Liability and Umbrella and Excess Umbrella) as follows:

Purchase from: Selective Fire & Casualty Insurance
Through: Scirocco Financial Group, Inc.
Insurance: Public Entity Insurance Package for Skyway Gold Course
Total Cost: $42,795.00
Purpose: To provide Property Casualty Insurance Coverage from June 1, 2019 to June 1, 2020
1) This purchase is requested to be awarded without competitive bids as contracts for insurance under N.J.S.A. 40A:11-5(1)(m). I do certify as follows:

I have reviewed the applicable statutes and regulations relative to such contracts with the Authority’s General Counsel and I request this purchase be authorized without the advertisement and receipt of public bids.

NORMAN M. GUERRA
Chief Executive Officer

NMG/er
RESOLUTION OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY AUTHORIZING NEGOTIATION OF A SUBLEASE AGREEMENT WITH LANDMARK HOSPITALITY-LHM HOLDINGS, LLC REGARDING CASINO-IN-THE-PARK

WHEREAS, the Hudson County Improvement Authority (the “Authority”) has been duly created by resolution of the Board of Chosen Freeholders of the County of Hudson (the “County”), duly adopted September 25, 1974, as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960, of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (the “Act”); and

WHEREAS, the County owns and maintains certain parkland in the City of Jersey City, State of New Jersey, known as Lincoln Park (the “Park”); and

WHEREAS, the Park consists of one hundred and fifty (150) acres, and contained within the Park, is a building that consists of approximately 18,355 square feet, which has been used as a restaurant/catering facility for at least fifty (50) years and is commonly known as the Casino-in-the-Park (the “Facility”); and

WHEREAS, the Facility is currently not in operation, as the previous lease agreement between the County and the prior operator expired in 2017 and was not renewed; and

WHEREAS, the structure is vacant and in poor condition, and the County is desirous for the Facility to be rebuilt and put back in operation as a restaurant and banquet/catering facility in order to serve the public users of the Park as well as the general public at large; and

WHEREAS, in furtherance of this goal, the County, by Resolution No. 790-12-2017 on December 7, 2017, authorized the execution of a Lease Agreement with the Authority with respect to the Facility, which authorized the Authority to enter into a Sublease Agreement with a selected operator, to operate, and maintain the Facility; and

WHEREAS, the Authority by Resolution No. 12-2017-16, authorized the execution of the Lease Agreement with the County pursuant to N.J.S.A. 40:37A-77 of the Act and authorized the issuance of an RFQ/RFP for selection of a sublessee; and
WHEREAS, on February 7, 2019, the Authority issued a RFQ/RFP for a Sublease Agreement for the Construction, Operation and Maintenance of Casino-in-the-Park and received proposals from three (3) Respondents: Liberty Prime, located at 111 Montgomery Street, Jersey City, New Jersey; Landmark Hospitality-LHM Holdings, LLC, located a 675 Garfield Avenue, Jersey City, New Jersey; and The Grove, located at 691 Pompton Avenue, Cedar Grove, New Jersey. The Proposal submitted by The Grove was subsequently withdrawn; and

WHEREAS, an Evaluation Committee was formed to review and evaluate the remaining two (2) Proposals that were received in response to the RFQ/RFP and interviews were conducted with both Respondents; and

WHEREAS, after a comprehensive review and evaluation of the two (2) Proposals in accordance with the proposal evaluation criteria set forth in the RFQ/RFP, the Evaluation Committee prepared an Evaluation Report and Recommendation (the “Report”) which has been presented to the Board; and

WHEREAS, as set forth in the Report, the Evaluation Committee has concluded that Landmark Hospitality-LHM Holdings, LLC meets and satisfies the criteria set forth in the RFQ/RFP and recommends that the Authority proceed with negotiations with Landmark Hospitality-LHM Holdings, LLC, for a Sublease Agreement for the Construction, Operation and Maintenance of Casino-in-the-Park; and

WHEREAS, the Authority is authorized to enter into such Sublease Agreement pursuant to N.J.S.A. 40:37A-55(f) and 78 of the Act; and

WHEREAS, the Report also sets forth suggested and recommended terms and conditions for consideration by the Authority in its negotiations with Landmark Hospitality-LHM Holdings, LLC; and

WHEREAS, as a result of an expansion in the scope of the work and responsibilities of the Respondent with respect to the Facility and a funding improvement allowance to be provided by the County for the Facility, there is also a need at this time to make certain amendments to the Lease Agreement, to reflect the changes and for consistency between the Lease Agreement and the Sublease Agreement. Therefore, the Authority is also authorized to proceed with negotiations with the County for an Amended and Restated Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Authority as follows:

Section 1. The Authority hereby accepts the recommendation of the Evaluation Committee and authorizes the negotiation of a Sublease Agreement with Landmark Hospitality-LHM Holdings, LLC, for the Casino-in-the-Park, as set forth herein.
Section 2. The Authority also hereby authorizes negotiation of an Amended and Restated Lease Agreement with respect to the change in scope and obligations of the County and the Authority with respect to the Casino-in-the-Park.

Section 3. The proposed Sublease Agreement and Amended and Restated Lease Agreement shall be submitted to the Board for approval.

Section 4. This Resolution shall take effect immediately.

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ELIZABETH RAMOS, ASSISTANT SECRETARY (SEAL)
EVALUATION REPORT
AND
RECOMMENDATION
REGARDING REVIEW OF PROPOSALS
IN RESPONSE TO
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS
FOR A SUBLEASE AGREEMENT
WITH THE HUDSON COUNTY IMPROVEMENT AUTHORITY
FOR THE CONSTRUCTION, OPERATION & MAINTENANCE OF
CASINO-IN-THE-PARK

By: Casino-in-the-Park Evaluation Committee
Dated: May 15, 2019
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<td>II. Proposal Evaluation Criteria</td>
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<td>III. Recommendation – Successful Respondent</td>
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## ATTACHMENT

A: Proposed Concept Plan of Respondent
Executive Summary

The purpose of this Evaluation Report and Recommendation (the “Report”) is to provide the Hudson County Improvement Authority (the “Authority”) with the findings of the evaluation and review that was conducted of the Statements of Qualifications and Proposals received in response to the Request for Qualifications/Request for Proposals (“RFQ/RFP”) issued by the Authority, and to provide a recommendation to the Authority of a Respondent for negotiation of a Sublease Agreement.

On February 7, 2019 the Authority issued an RFQ/RFP for a Sublease Agreement for the Construction, Operation and Maintenance of Casino-in-the-Park. An Evaluation Committee was formed to review and evaluate the proposals that were received in response to the RFQ/RFP. The Evaluation Committee was comprised of: Craig Guy, Chief of Staff to the County Executive; Mira Prinz-Arey, Jersey City Council Member, Ward B; Brian O’Reilly, HCIA; Tom Deleo, Hudson County Director of Parks & Community Services and Marion Roger, Jersey City West Side community member (collectively, the “Committee”). The Committee, with the assistance of the Authority’s Special Counsel, McManimon, Scotland & Baumann, LLC, drafted this Report for the Authority.

The Authority received three (3) Proposals in response to the RFQ/RFP from the following:
1. Liberty Prime, located at 111 Montgomery Street, Jersey City, New Jersey
2. Landmark Hospitality – LHM Holdings, LLC, located a 675 Garfield Avenue, Jersey City, New Jersey; and
3. The Grove, located at 691 Pompton Avenue, Cedar Grove, New Jersey

The Proposal submitted by The Grove was subsequently withdrawn. The Committee conducted a comprehensive review and evaluation of the two (2) remaining Proposals and interviewed representatives from both Liberty Prime and Landmark Hospitality – LHM Holdings, LLC (“Landmark”), in accordance with the proposal evaluation criteria set forth in the RFQ/RFP. Based on the Committee’s review and evaluation, the Committee has concluded that Landmark meets and satisfies the criteria, and recommends that the Authority proceed with negotiations with Landmark for a Sublease Agreement for the Construction, Operation and Maintenance of Casino-in-the-Park.

I. OVERVIEW OF THE RFQ/RFP

The Request for Qualifications/Request for Proposals (the “RFQ/RFP”), that was issued by the Authority on February 7, 2019, sought Statements of Qualifications/Proposals from qualified and experienced entities to enter into a Sublease Agreement with the Authority for the Construction, Operation and Maintenance of Casino-in-the-Park, located in Lincoln Park, Jersey City, New Jersey (the “Facility”). The County is the owner of the Facility, which had been used as a restaurant/banquet/catering facility for at least fifty (50) years. The Facility is currently not in operation, as the previous lease agreement between the County of Hudson (the “County”) and the prior operator expired in 2017 and was not renewed. The structure is vacant and in poor condition, and the County is desirous for the Facility to be rebuilt and put back in operation as a restaurant and banquet/catering facility in order to serve the public users of the Park, as well as the general
public at large. In furtherance of this goal, the County, by Resolution No. 790-12-2017 on December 7, 2017, authorized the execution of a Lease Agreement with the Authority with respect to the Facility. Under the terms of the Lease Agreement, the Authority is authorized to enter into a Sublease Agreement with a selected operator, to operate, and maintain the Facility. The Authority Board of Commissioners, by Resolution No. 12-2017-16, subsequently authorized the execution the Lease Agreement with the County. The Board also authorized the issuance of an RFQ/RFP for selection of a sublessee.

A. Form of Proposals and Required Forms

The RFQ/RFP required Respondents to submit, as part of their RFQ/RFP submission, the following items:

1. Cover letter
2. Executive Summary
3. Description of Business Organization
4. Statement of years in business and under Current Management
5. Statement regarding judgments
6. Statement regarding bankruptcy/reorganization
7. Statement of No Conflict
8. Respondent Section 3 Qualification & Experience Information
9. Project Proposal
10. Checklist

B. Evaluation Process

Prior to the receipt of above submissions from potential Respondents, the Committee was formed.

Initially, each submission was reviewed by the Authority and its consultants for completeness and conformity with the technical requirements of the RFQ/RFP. The Respondent’s Qualification & Experience Information was then reviewed to determine if the Respondents met the Qualifications & Experience Requirements. Each Respondent that responded was found to meet the Qualifications & Experience Requirements of the RFQ/RFP.

A copy of each Proposal, with the exception of the Proposal that was submitted by The Grove and was withdrawn, was provided to each member of the Committee for review. An interview was subsequently conducted by the Committee with each of the two remaining Respondents, wherein the Respondents had the opportunity to clarify any information and the Committee members had an opportunity to ask questions about the Proposals. Further information was subsequently provided by each Respondent.

II. PROPOSAL EVALUATION CRITERIA

Proposals were evaluated based on the documentation provided by the Respondent in the Proposal and supplemental submissions, and the information obtained during the interview. As set forth in the RFQ/RFP, the Committee considered the following Evaluation Criteria to evaluate the Proposals of the Respondents:
A. Demonstrated experience of the Respondent
B. Proposed Use of new Facility
C. Incorporation of Community Use in new Facility

III. RECOMMENDATION – SUCCESSFUL RESPONDENT

The Committee met to review and discuss each of the Proposals based on the above Evaluation Criteria. Applying the Evaluation Criteria, the Proposal submitted by Landmark, as set forth in the Concept Plan, attached hereto as Attachment A, was deemed by the Committee to be most responsive and responsible to the RFQ/RFP. The Committee believes that Landmark demonstrated the requisite experience and qualifications to construct, operate and maintain a Facility for Casino-in-the-Park, submitted a viable and well-conceived plan for a new Facility, and indicated substantial incorporation of the community goals into its submission. More specifically, the Committee found that their experience and scale of business in the restaurant and banquet industries will create more opportunities for the Project to be successful. Their submitted drawings indicate a facility that will host both a large banquet facility and restaurant usages, including a rooftop lounge with public access that the RFP was seeking. Furthermore, management of Landmark and their in-house construction operation will allow a timely completion schedule based on the tight schedule imposed by the National Park Service/Green Acres (“NPS/GA”) regarding staging for construction on adjacent NPS/GA land. In addition, Landmark demonstrated that they are “good corporate citizens” based on letters of support provided from Jersey City individuals/entities, as well as others from individuals regarding their projects in outside areas.

Consequently, it is the recommendation of the Committee that the Authority authorize the commencement of negotiations with Landmark, for a Sublease Agreement for the construction, operation and maintenance of a Facility at Casino-in-the-Park. The Committee also offers the following recommendations and comments for consideration by the Negotiations Committee, to address in their negotiations with Landmark:

1. It is recommended that the negotiations include a discussion of a fair and equitable way for the County to retrieve all or some of the $6M funding improvement allowance to be provided by the County. In addition, the Sublease should have a repayment co-terminus with the debt schedule / lease with all additional revenue going into the current fund of Hudson County or the Authority.
2. It is recommended that adequate buffers be placed around the rooftop lounge to restrict noise to the adjacent neighbors.
3. It is recommended that there be 2 elevators as opposed to 1 which was included in the plans.
4. It is recommended that there be some protection in terms of delay, given the issue with National Park Service/Green Acres 6 months limitations relative to construction staging. There should be a financial reason or incentive for the Respondent to ensure they
understand the reality of any delays and are able to deliver on time, i.e. an incentive like a 6-month rent free or something for successfully completing and a penalty for delays.

5. It is recommended that some in-depth effort be given to provide something tangible for the users of the park who may not have the financial wherewithal to afford even a regular meal at the new Facility. Lower income families that use the park would benefit from something else like a food truck or kiosk or upgrade of the food outlet at the ball fields, which is rarely open.

6. There is a concern about the expectation of increased traffic to get to the venue requiring a full 1-mile circle if entering from West Side. The speed limit is only 25 mph and there are those who will abuse and also perhaps go the wrong way. It would be great to have assurance that the Respondent can finance additional bollards and perhaps even get speed bumps financed.

7. Detailed information should be obtained and incorporated in the Sublease regarding the five (5) year “refresh” identified by Landmark in their proposal for the Facility.
RESOLUTION OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY CONCERNING REVIEW OF THE FINDINGS OF THE LOCAL FINANCE BOARD MADE AT A MEETING OF SAID BOARD ON MAY 8, 2019 IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 40A:5A-7 WITH RESPECT TO THE ISSUANCE OF COUNTY-GUARANTEED POOLED NOTES (LOCAL UNIT LOAN PROGRAM)

WHEREAS, the Local Finance Board (the “Board”) has issued findings in connection with a resolution (the “Resolution”) of the Hudson County Improvement Authority (the “Authority”) providing for the issuance of not to exceed $300,000,000 aggregate principal amount of the Authority’s County-Guaranteed Pooled Notes (Local Unit Loan Program) with respect to the proposed issuance of not to exceed $44,440,000 project financing on behalf of the City of Union City, the City of Bayonne and the Township of Weehawken, through the Authority’s County-Guaranteed Pooled Note Local Unit Loan Program; and

WHEREAS, N.J.S.A. 40A:5A-7 requires that the governing body of the Authority, within 45 days of receipt of the Board’s findings and recommendations, certify by resolution to the Board that the members of the Authority have personally reviewed the findings and recommendations; and

WHEREAS, the members of the governing body of the Authority have personally reviewed the Board’s findings on the proposed financing, as set forth in the form resolution of the Board attached hereto, as evidenced by a group affidavit of the governing body; and

WHEREAS, failure to comply with this requirement may subject the members of the Authority to the penalty provisions of R.S. 52:27BB-52; and
NOW THEREFORE, BE IT RESOLVED that the members of the Authority hereby state that the Authority has complied with the requirements of N.J.S.A. 40A:5A-6 and does hereby submit a certified copy of this resolution and the required affidavit to the Board to show evidence of compliance with N.J.S.A. 40A:5A-7.

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The foregoing is a true and complete copy of a resolution of the Hudson County Improvement Authority adopted at a meeting thereof duly called and held on Wednesday, June 5, 2019.  

ELIZABETH RAMOS, ASSISTANT SECRETARY (SEAL)
Group Affidavit Form

Certification of Governing Body

State of New Jersey
County of Hudson

We, the members of the governing body of the Hudson County Improvement Authority, being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Hudson County Improvement Authority.

2. We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the form of the findings and recommendations of the Local Finance Board issued at a meeting of the Board on May 8, 2019 with respect to the proposed issuance of not to exceed $44,440,000 project financing on behalf of the cities of Union City and Bayonne, and the Township of Weehawken, as set forth in the form of resolution of the Board attached hereto.

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Sworn to and subscribed before me
this 5<sup>th</sup> day of June, 2019

ELIZABETH RAMOS, ASSISTANT SECRETARY
[Note: The Corporate Secretary of the Authority shall set forth the reason for the absence of signature of any members of the governing body.]

This affidavit must be sent to the Division of Local Government Services, CN 803, Trenton, New Jersey 08625 within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed project financing.
RESOLUTION

WHEREAS, a proposed project financing has been submitted to the Local Finance Board for review pursuant to N.J.S.A. 40A:5A-6 by the officials of the Hudson County Improvement Authority (the "Authority"); and

WHEREAS, the County has created the Authority for the express purpose, among other things, of facilitating the development and financing of public facilities and development projects within the County; and

WHEREAS, pursuant to the terms of the Act, the Authority is authorized to provide public facilities, as such term is defined therein, within the County, including the financing of the acquisition of same; and

WHEREAS, the Authority is authorized by law to, among other things, make loans to any governmental unit (a "Local Unit") or person for the planning, design, acquisition, construction, equipping and furnishing of public facilities in the County and/or pooled loans for governmental units within the County in order to achieve more favorable interest rates and terms for those local governmental units (collectively, the "Projects"); and

WHEREAS, the Authority is authorized by law to finance public facilities through the acquisition of debt, including, without limitation, any notes (the "Authority Notes") issued pursuant to a resolution of the Authority entitled “Note Resolution - County-Guaranteed Pooled Notes (Local Unit Loan Program)” adopted on August 12, 2009 (the “Note Resolution”); and

WHEREAS, the Authority proposes to issue $44,440,000 aggregate principal amount of County-Guaranteed Pooled Notes, Series 2019 A (Local Unit Loan Program), and which, along with prior outstanding obligations issued pursuant to the Note Resolution, shall constitute “Authority Notes”; and

WHEREAS, through the pooled note loan program, the Authority issues its Authority Notes to purchase and/or refinance, on a pooled basis, notes of the Local Units (the "Local Unit Notes"); and

WHEREAS, pursuant to N.J.S.A. 40:37A-80, the County is authorized, upon such terms and conditions as may be agreed to by the County and the Authority, to unconditionally guaranty the punctual payment of the principal of and interest on any Authority Notes by ordinance duly adopted or by instruments or other action authorized by such ordinance; and

WHEREAS, the County shall provide assistance in the financing of the Authority Project by unconditionally guarantying the principal of and interest on the Authority Notes in one or more series, including renewals, if any, in an aggregate principal amount not
exceeding $300,000,000 at such rates and such terms as approved by the Authority consistent with the exercise of its public responsibilities (the "County Guaranty"); and

WHEREAS, the County Guaranty shall be severable and applicable to the Authority Notes to the extent the proceeds of the Authority Notes are used to purchase the Local Unit Notes of each Local Unit, such that in the event of a failure of a particular Local Unit (or a series of Local Units, as the case may be) to pay debt service for its Local Unit Notes (or their Local Unit Notes, as the case may be) to the Authority, the County Guaranty shall solely be applicable and become available for that portion of Authority Notes equivalent to the nonpayment of debt service by said Local Unit (or said Local Units, as the case may be) on its Local Unit Notes (or their Local Unit Notes, as the case may be); and

WHEREAS, the County and the Authority desire to take advantage of such Act by providing for the County Guaranty as provided herein; and

WHEREAS, in accordance with Section 13 of the Act (N.J.S.A. 40:37A-56), an improvement authority may not undertake any project for the acquisition, development or construction of a public facility or the making of agreements in connection therewith unless said project is consented to by the Board of Chosen Freeholders; and

WHEREAS, prior to the issuance of the Authority Notes, the Authority will have made a detailed report to the Board, which report will include, without limitation, this note resolution, the Authority Notes, and such other financing documents as are central to the issuance of the Authority Notes (collectively, the "Financing Documents"); and

WHEREAS, the Local Finance Board has held a hearing pursuant to N.J.S.A. 40A:5A-7 on May 8, 2019 to review the Bond Resolution; and

WHEREAS, the Local Finance Board has given consideration to those matters, to the extent applicable, as provided for by law, and has examined estimates, computations or calculations made in connection with such submissions, and has required the production of such papers, documents, witnesses or information and taken such action which it has deemed necessary for its review of such submissions.

NOW, THEREFORE, BE IT RESOLVED that the Local Finance Board does hereby make the following findings:

(a) that the project costs have been determined by reasonable and accepted methods;

(b) that the method proposed for the funding of the project costs and the proposed maximum terms and provisions of the financing and of a proposed financing agreement are not unreasonable or impractical, and would not impose an undue and unnecessary financial burden on the local inhabitants within the Authority's jurisdiction or would not materially impair the ability to pay promptly the principal of and the interest on
the outstanding indebtedness thereof or to provide essential public services to the inhabitants thereof;

(c) that the proposed or maximum terms and conditions of the sale are, in light of current market conditions for obligations of similar quality, reasonable;

BE IT FURTHER RESOLVED that the Local Finance Board does not deem it necessary to make any of the recommendations with regard to this project financing which the Board is authorized to make pursuant to N.J.S.A. 40A:5A-8; and

BE IT FURTHER RESOLVED that the details of the issuance of any obligations associated with this application, as included in the term sheet (closing statement), shall be promptly provided to the Executive Secretary by forwarding a copy of said term sheet (closing statement); and

BE IT FURTHER RESOLVED that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or to endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of the Law and this Resolution; and

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 40A:5A-7 that the governing body of the Authority shall provide the Executive Secretary within 15 days the required resolution and affidavit; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

Patricia Parkin McNamara,
Executive Secretary
RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE HUDSON COUNTY IMPROVEMENT AUTHORITY AND THE HUDSON COUNTY SCHOOLS OF TECHNOLOGY REGARDING CERTAIN SERVICES RELATED TO THE AUTHORITY’S DESIGN-BUILD AGREEMENT WITH TERMINAL CONSTRUCTION CORPORATION

WHEREAS, on April 20, 2016 the Hudson County Improvement Authority (the “HCIA”) entered into an agreement (the “Agreement”) with Terminal Construction Corporation (“Terminal”) for the design and construction of a New High Tech High School in Secaucus, New Jersey (the “Project”) for the Hudson County Schools of Technology (the “HCST”); and

WHEREAS, the HCIA and the HCST desire to enter into an Agreement, a copy of which is attached hereto and made a part hereof, to set forth the terms for the provision of certain Maintenance Warranty Services with respect to the CHP Yazaki Water Fired Absorption Chiller and the BAC Cooling Tower that is part of the Project CHP System, to be provided by direct contract between the HCST and EMCOR Services, and for the payment of funds by the HCIA to the HCST to be used for such Services.

NOW THEREFORE, BE IT RESOLVED BY THE HUDSON COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. The Authority hereby authorizes the Chief Executive Officer to execute the Agreement as described herein and substantially in the form set forth in the attached document, on behalf of the Authority.
3. This Resolution shall take effect immediately upon adoption.

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The foregoing is a true and complete copy of a resolution of the Hudson County Improvement Authority adopted at a meeting thereof duly called and held on Wednesday, June 5th, 2019.

ELIZABETH RAMOS, ASSISTANT SECRETARY (SEAL)
EXHIBIT A

AGREEMENT

THIS AGREEMENT dated , 2019, by and between the HUDSON COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of New Jersey, established pursuant to the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et. seq., with an address of 830 Bergen Avenue, Jersey City, New Jersey 07306 (the “HCIA”), and the HUDSON COUNTY SCHOOLS OF TECHNOLOGY, a public school district for Hudson County New Jersey with an address of One High Tech Way Secaucus, New Jersey 07094. The HCIA and the HCST, individually, a “Party” and collectively, the “Parties”.

WITNESSETH

WHEREAS, on April 20, 2016 the Hudson County Improvement Authority (the “HCIA”) entered into an agreement with Terminal Construction Corporation for the design and construction of a New High Tech High School in Secaucus, New Jersey (the “Project”) for the Hudson County Schools of Technology (the “HCST”); and

WHEREAS, the HCIA and the HCST desire to enter into an agreement to set forth the terms for the provision of certain Maintenance Warranty Services with respect to the CHP Yazaki Water Fired Absorption Chiller and the BAC Cooling Tower that is part of the Project CHP System, which Services are to be provided by direct contract between the HCST and EMCOR Services, and for the payment of funds by the HCIA to the HCST to be used for the payment of such Services (the “Agreement”).

NOW THEREFORE, in consideration of the foregoing premises, the mutual promises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. The Parties agree that the HCST will enter into an agreement directly with EMCOR Services (the “Company”), for the provision of the CHP Yazaki Water Fired Absorption Chiller and the BAC Cooling Tower Maintenance Warranty Services as set forth herein, for a ten (10) year warranty period commencing as of ______. The Maintenance Warranty Services shall include services to protect against breakdown or degradation in chiller output of the CHP System. The HCST recognizes and acknowledges the importance of maintaining the Maintenance Warranty Services for the ten (10) year term and therefore agrees to enter into such agreement with the Company by no later than __________. The HCST shall provide a copy of the fully executed agreement with the Company to the HCIA.
2. The HCIA shall make payment to the HCST in the amount of $73,619 by no later than __________ (the “Warranty Payment”). The Warranty Payment represents the total amount to cover the cost of the Maintenance Warranty Services to be provided by the Company for the ten (10) year warranty period.

3. The HCST shall use the Warranty Payment solely for payment of the Maintenance Warranty Services over the ten (10) year term of the warranty period.

4. By accepting the Warranty Payment from the HCIA, the HCST agrees that the HCIA shall have no further obligation to the HCST with respect to the cost of the Maintenance Warranty Services and that the HCST shall be solely responsible for the costs for such Services over the ten (10) year term of the warranty.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Any action hereunder shall be brought exclusively in a court of the State of New Jersey, sitting in Hudson County, New Jersey.

6. This Agreement may not be altered or modified orally, but only by a written agreement executed by the Parties hereto.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute both one and the same Agreement.

8. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

9. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable, by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force and effect.
10. Any waiver by any Party of any of its rights hereunder shall be without prejudice of its future assertions of any such rights, and any delay in exercising any rights shall not operate as a waiver thereof.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement or have caused this Agreement to be duly executed by their authorized representatives on the date and year first above.

HUDSON COUNTY IMPROVEMENT AUTHORITY

Sign: __________________________

Name: __________________________

Title: __________________________

Date: __________________________

HUDSON COUNTY SCHOOLS OF TECHNOLOGY

Sign: __________________________

Name: __________________________

Title: __________________________

Date: __________________________
RESOLUTION OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY AUTHORIZING EXECUTION OF AN AGREEMENT WITH NEW JERSEY DEPARTMENT OF TRANSPORTATION AND HUDSON TMA / HCIA FOR SAFE ROUTES TO SCHOOL NON-INFRASTRUCTURE PROGRAM

WHEREAS, the New Jersey Department of Transportation, in fulfilling its obligations with the Federal Highway Administration pursuant to the provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), P.L. 105-59, Sections 1101(a)(17), 1404, and 23 U.S.C. 402-Highway Safety Programs has established the 2019-2021 Safe Routes to School Non-Infrastructure Program as specified in the TMA’s 2019-2021 Work Program; and

WHEREAS, the New Jersey Department of Transportation has requested the Hudson Transportation Management (TMA) Association through the Hudson County Improvement Authority (HCIA) to provide support services necessary for the accomplishment of the 2019-2021 Safe Routes to School Non-Infrastructure Program as specified in the TMA’s 2019-2021 Work Program; and

WHEREAS, the New Jersey Department of Transportation is desirous of entering into a cooperative agreement for cost reimbursement of the 2019-2021 Safe Routes to School Non-Infrastructure Program with the TMA through the HCIA; and

WHEREAS, the cooperative agreement shall be for the time period of September 1, 2019 through August 31, 2021 and shall be for an amount not to exceed Two Hundred Thirteen Thousand, Three Hundred Fifty-Nine Dollars and Twenty-Six Cents ($213,359.26), which funds shall be provided from the Federal Highway Administration Funds Agreement through the New Jersey Department of Transportation; and

WHEREAS, the TMA through the HCIA is desirous of entering into the cooperative agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Hudson County Improvement Authority as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Authority hereby authorizes the Chairman, the Vice Chairman, Chief Executive Officer and/or the Executive Director/CFO in consultation with the Chairman of the Authority to execute agreement entitled Cooperative Agreement Between the New Jersey Department of Transportation and the Hudson Transportation Management Association through the Hudson County Improvement Authority for the Implementation of the 2019-2021 New Jersey Safe Routes to School Non-Infrastructure Program in the amount of Two Hundred Thirteen Thousand, Three Hundred Fifty-Nine Dollars and Twenty-Six Cents ($213,359.26) for the period of September 1, 2019 through and including August 31, 2021.

3. Notice of this action shall be published as required by law.

4. A copy of this Resolution shall be available for public inspection in the office of the Clerk of the Board of Chosen Freeholders and the offices of the Authority located at 830 Bergen Avenue, 9th floor, Jersey City, New Jersey between the hours of 9:00 a.m. and 5:00 p.m.

5. This resolution shall take effect immediately.

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The foregoing is a true and complete copy of a resolution of the Hudson County Improvement Authority adopted at a meeting thereof duly called and held on Wednesday, June 5, 2019.

ELIZABETH RAMOS, ASSISTANT SECRETARY
(SEAL)
RESOLUTION OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO REDIRECT, ON AN EMERGENCY BASIS, NON-PROCESSIBLE SOLID WASTE GENERATED WITHIN HUDSON COUNTY FROM THE KEEGAN LANDFILL TO THE SOLID WASTE TRANSFER STATION OWNED AND OPERATED BY ADVANCED ENTERPRISES RECYCLING, INC. IN NEWARK, NEW JERSEY FOR DISPOSAL

WHEREAS, the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. ("Act"), designated each of the twenty-one (21) counties in the State of New Jersey, and the Hackensack Meadowlands District, as solid waste management districts, and required each such district to adopt a solid waste management plan; and

WHEREAS, the Board of Chosen Freeholders of the County of Hudson ("County") has designated the Hudson County Improvement Authority ("Authority") as the implementing agency for the Hudson County Solid Waste Management Plan ("County Plan") and the Authority has been charged with implementing, updating and amending the County Plan from time to time; and

WHEREAS, in accordance with the Act and regulations promulgated thereunder, the Authority developed, implemented and financed the existing Hudson County Solid Waste Management System ("County System") as included in the County Plan, premised upon regulatory waste flow control requiring all solid waste generated within the County to be delivered to the County System for disposal; and

WHEREAS, the Authority has undertaken various public procurements pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., in order to maintain regulatory waste flow control, and the New Jersey Department of Environmental Protection ("NJDEP") has approved contracts enabling the Authority to continue to provide safe, adequate and proper disposal services for all Solid Waste Types 13, 13C, 23 and 27 generated within the County ("Non-Processible Waste"), subject to regulatory flow control under the County Plan; and

WHEREAS, in 2016, consistent with the Local Public Contracts Law, the Authority discussed pricing with New Jersey Sports and Exposition Authority ("NJSEA") for the provision of disposal services during the term of an extension of an agreement for Non-Processible disposal services as part of the Authority’s due diligence; and
WHEREAS, NJSEA had filed a condemnation action in the Superior Court in Hudson County to acquire title to the property underlying the Keegan Landfill, and received a determination of administrative completeness on its application for a renewal and modification of its Solid Waste Facility Permit, allowing it to continue to accept and dispose of Non-Processible Waste during the pendency of the review of the Permit; and

WHEREAS, on prior occasion pursuant to duly adopted resolution, the Authority approved the execution of an Extension Agreement with NJSEA for a period of six months while the condemnation action and Permit renewal review was being completed and also an administrative action plan amendment to incorporate the Extension Agreement into the County Plan; and

WHEREAS, although NJSEA was subsequently authorized by the Superior Court, Hudson County, to take title and possession to the property underlying the Keegan Landfill, various actions remained pending with regard to the condemnation, and the renewal of the Permit before NJDEP; and

WHEREAS, to account for the possibility that the condemnation action and the permit renewal review by NJDEP would not be concluded prior to the expiration of the Extension Agreement on December 20, 2016, pursuant to duly adopted resolution, the Authority approved the execution of a Second Extension Agreement with NJSEA while the condemnation action and Permit renewal review were being completed and also an administrative action plan amendment to incorporate the Second Extension Agreement into the County Plan; and

WHEREAS, pursuant to duly adopted resolution in January 2018, the Authority approved the execution of a new Disposal Agreement with NJSEA through November 14, 2018 to coincide with the expiration date of the then-effective Certificate to Operate the Keegan Landfill; and

WHEREAS, by correspondence, dated September 20, 2018, to NJSEA from the Chief of Solid Waste Permitting at NJDEP, the NJSEA Certificate to Operate for the Keegan Landfill was extended to November 14, 2019; and

WHEREAS, pursuant to a duly adopted resolution in 2018, the Authority authorized the extension of the term of the Disposal Agreement to November 14, 2019 in order to provide for the fulfillment of the responsibilities and obligations of the parties for the disposal of Non-Processible Waste while the condemnation proceedings and NJDEP’s review of NJSEA Permit renewal application are completed; and
WHEREAS, in 2019, the Town of Kearny filed a Complaint and Order to Show Cause in the Superior Court of New Jersey, Hudson County, seeking the closure of the Keegan Landfill based upon allegations that the facility violated the Air Pollution Control Act and its operating permits by improperly disposing of solid waste and failing to meet air quality standards governing the emission of acceptable levels of hydrogen sulfide; and

WHEREAS, by Order issued on May 24, 2019, the Superior Court of New Jersey, Hudson County, immediately restrained NJSEA from continuing to operate the Keegan Landfill until further order of the court, effectively preventing the delivery of Non-Processible Waste to Keegan Landfill for disposal; and

WHEREAS, by resolution duly adopted in November 2013, the Authority awarded a contract to Advanced Enterprises Recycling, Inc. ("AERI") for the provision of solid waste disposal services for 425,000 tons of Processible Waste generated within the County for a term of three years after receipt of all necessary approvals from the New Jersey Department of Environmental Protection, that commenced on July 1, 2015, with the Authority maintaining the sole option to extend the contract for up to two one-year periods through June 30, 2020; and

WHEREAS, the Authority has discussed and reached agreement with AERI for the delivery of Non-Processible Waste to the AERI facility in Newark, New Jersey for disposal on an emergency basis pursuant to and in accordance with the terms of the contract between the parties, pending final resolution of the legal proceedings and appeals on the Complaint filed by the Town of Kearny; and

WHEREAS, subsequently, the Superior Court, Appellate Division, ordered the re-opening of the Keegan Landfill until further order of the court, that effectively permits the delivery of Non-Processible Waste to Keegan Landfill for disposal; and

WHEREAS, the redirection of Non-Processible Waste to the AERI facility for disposal in accordance with the contract awarded to AERI pursuant to a non-discriminatory procurement open to all bidders regardless of location and comport with the decision of the Third Circuit Court of Appeals in Atlantic Coast Demolition & Recycling, Inc. v. Board of Chosen Freeholders of Atlantic County, 48 F.3d 701 (3d Cir. N.J.) (1995), permitting the Authority to continue to enforce regulatory waste flow control over the disposal of Non-Processible Waste generated in the County; and
WHEREAS, the closure of the Keegan Landfill has been stayed by the Superior Court, Appellate Division, and due to the uncertainty of Keegan Landfill remaining open in the future, HCIA wishes to authorize the Chief Executive Officer, in the event the Keegan Landfill is ordered to cease operations, to redirect waste (on an emergency basis) to the AERI facility in Newark to ensure the continued availability of safe, adequate and proper solid waste disposal services; and

WHEREAS, the redirection of Non-Processible Waste to the AERI facility for disposal is necessary for the efficient operations of the Authority and the County System, and to ensure the continued availability of safe, adequate and proper solid waste disposal services to the citizens of the County at a reasonable market price;

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Hudson County Improvement Authority, as follows:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.

2. The redirection of Non-Processible Waste to the AERI facility for disposal on an emergency basis pursuant to and in accordance with the terms of the contract between the Authority and AERI, pending final resolution of the legal proceedings and appeals on the Complaint filed by the Town of Kearny, be and is hereby approved and the Executive Director is hereby authorized to execute all documents necessary to implement the redirection, in consultation with the Chairman of the Authority, General Counsel and Special Counsel.

3. The redirection of Non-Processible Waste to the AERI facility for disposal on an emergency basis is necessary for the continued efficient operation of the Authority and the County System, and to ensure the continued availability of safe, adequate and proper solid waste disposal services to the citizens of the County at a reasonable market price.

4. Special Counsel is hereby authorized to prepare and file with NJDEP all documentation necessary to effectuate the emergency redirection.

5. A copy of this Resolution shall be forwarded to the Clerk of the County for public inspection; the Resolution and contract are also available for public inspection at the offices of the Authority at 830 Bergen Avenue, Jersey City, New Jersey.
6. Notice of this action shall be published as required by law.
7. This Resolution shall take effect immediately.

**RECORDED VOTE:**

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The foregoing is a true and complete copy of a resolution of the Hudson County Improvement Authority adopted at a meeting thereof duly called and held on Wednesday, June 5, 2019.

ELIZABETH RAMOS, ASSISTANT SECRETARY
(SEAL)
RESOLUTION OF THE HUDSON COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE FOURTH AMENDMENT TO THE PURCHASE AND
SALE AGREEMENT WITH MORRIS KEARNY ASSOCIATES, LLC. FOR THE
DISPOSITION OF THE KOPPERS SEABOARD SITE CONSISTING OF BLOCK
287, LOTS 32.01, 54, 55, 56, 60, 61.02 (AKA AS 616), 61.03 (AKA 61C), 62, 62.01
(AKA 62R), 63, 70, 70.01 (AKA 70R), 71, 71.01 (AKA 71R), 80, ET AL., AS
DESIGNATED ON THE TAX MAP OF THE
TOWN OF KEARNY,
HUDSON COUNTY, NEW JERSEY

WHEREAS, the Hudson County Improvement Authority (the “Authority”) was duly
created by resolution of the Board of Chosen Freeholders of the County of Hudson duly adopted
on September 25, 1974 pursuant to and in accordance with the County Improvement Authorities
Law (the “Act”), N.J.S.A. 40:37A-44 et seq.; and

WHEREAS, the Authority, as Seller, and Morris Kearny Associates, LLC (“MKA”) or its
nominee and/or assignee (collectively referred to herein as “Buyer”) (Seller and Buyer collectively
referred to herein as the “Parties”) entered into that certain Purchase and Sale Agreement effective
as of January 15, 2016 as amended by that First Amendment to the Purchase and Sale Agreement
dated June 23, 2016, that Second Amendment to the Purchase and Sale Agreement dated
December 15, 2016, and that Third Amendment to the Purchase and Sale Agreement dated June
15, 2017 (collectively the “PSA”, as may be further amended and supplemented from time to
time), pursuant to which Buyer, subject to certain conditions precedent contained therein to be
completed and/or waived by the Parties, as applicable, intends to acquire by deed from Seller
certain property more particularly described herein and located in Kearny, New Jersey (the
“Property”); and

WHEREAS, pursuant to the PSA, Buyer was required to acquire the Property on or before
the Closing Date (as defined in the PSA), subject to the right, upon satisfaction of the conditions
set forth in the PSA, to extend the Closing Date; and

WHEREAS, Buyer has satisfied the conditions required to exercise its rights for three (3)
extensions of the Closing Date under the PSA and desires to amend the PSA in order to seek an
additional fourth extension of the Closing Date to June 15, 2020; and

WHEREAS, for the additional consideration set forth in the Fourth Amendment to the
PSA (the “Fourth Amendment”) the Authority agrees to grant to Buyer the right to seek a fourth
extension to the Closing Date subject to the conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE HUDSON COUNTY
IMPROVEMENT AUTHORITY AS FOLLOWS:
1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. The Authority, as Seller, hereby authorizes and approves the Fourth Amendment to the PSA for express purpose of granting a Buyer the option to exercise a fourth extension to the Closing Date for a period of six (6) months ending June 15, 2020 which Fourth Amendment shall be in the form attached hereto as Exhibit A.

3. The Chief Executive Officer, Executive Director, General Counsel and Secretary of the Authority are, and each of them hereby is, authorized to take such actions as may be necessary or desirable to execute and deliver all documents, take all actions and do all things necessary to effectuate this Resolution and any Extension authorized herein and as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, General Counsel in consultation with special counsel to the Authority, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

4. All prior actions taken by the Chief Executive Officer, Executive Director, and Secretary of the Authority in connection with the negotiation of an extension of the Closing Date are hereby ratified.

5. This resolution shall take effect immediately upon adoption.

**RECORDED VOTE:**

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ELIZABETH RAMOS, ASSISTANT SECRETARY
(SEAL)
EXHIBIT A

FOURTH AMENDMENT TO THE

PURCHASE AND SALE AGREEMENT

by and between

THE HUDSON COUNTY IMPROVEMENT AUTHORITY, as Seller

And

MORRIS KEARNY ASSOCIATES, LLC, as Buyer

Property: The “Koppers Seaboard Property” located in the Town of Kearny, Hudson County, New Jersey, and as more fully described herein.

Effective Date: June ___, 2019
FOURTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT (this "Fourth Amendment") is made to be effective as of ____________, 2019 (the "Effective Date") by and between THE HUDSON COUNTY IMPROVEMENT AUTHORITY (the "Authority"), an entity created by the Board of Chosen Freeholders of the County of Hudson, New Jersey (the "County"), pursuant to the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq., with an office located at 830 Bergen Avenue, Jersey City, New Jersey 07306 ("Seller"), and MORRIS KEARNY ASSOCIATES, LLC ("MRA"), a New Jersey limited liability company, with an address of 350 Veterans Boulevard, Rutherford, New Jersey 07070, or its nominee and/or assignee ("Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement effective as of January 15, 2016 as amended by that First Amendment to the Purchase and Sale Agreement dated June 23, 2016, that Second Amendment to the Purchase and Sale Agreement dated December 15, 2016 and that Third Amendment to the Purchase and Sale Agreement dated June 15, 2017 (collectively the "PSA", as may be further amended and supplemented from time to time), pursuant to which Buyer, subject to certain conditions precedent contained therein and herein to be completed and/or waived by the Parties, as applicable, intends to acquire by deed from Seller certain property more particularly described therein and located in Kearny, New Jersey (the "Property"); and

WHEREAS, pursuant to the PSA, Buyer was required to acquire the Property on or before the Closing Date (as defined in the PSA), subject to the right, upon satisfaction of the conditions set forth in the PSA, to extend the Closing Date; and

WHEREAS, Buyer has satisfied the conditions required to exercise its rights for three (3) extensions of the Closing Date under the PSA and desires to amend the PSA in order to seek an additional fourth extension of the Closing Date to June 15,2020; and

WHEREAS, for the additional consideration set forth in the Fourth Amendment to the PSA (the "Fourth Amendment") the Authority agrees to grant to Buyer the right to seek a fourth extension to the Closing Date subject to the conditions set forth therein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein the Parties hereto do hereby agree as follows:

Section 1. The introductory language and subsection (c) of Section 6.7 of the Agreement are hereby amended to read as follows:

(a). "6.7 Closing Date Extension. Buyer shall be entitled to four (4) extensions (an "Extension") of the Closing Date of six (6) months each subject to the following:"

4822-1837-1992, v. 3
(b) Subsection (c) is hereby amended to delete “and” before (iii) and to insert (iv) and to otherwise read as follows: “... and (iv) the fourth Extension shall be effectuated by payment to Seller of the sum of One Hundred and Fifty Thousand Dollars ($150,000). Any fee paid for any Extension shall be refundable to Buyer if Seller defaults hereunder and/or if any one or more of the closing conditions set forth herein are not fully completed by Seller and in any case if the transaction closes and at Closing, each extension fee shall then become a non-refundable payment and except with respect to the fourth Extension payment, shall not be a credit against the Purchase Price.”

The balance of the language in Section 6.7 shall remain unchanged.

Section 2. Reservation of Rights. The Parties reserve their respective rights and remedies under the provisions of the PSA.

Section 3. Agreement in Effect. Other than as specifically modified by this Fourth Amendment, all of the terms and conditions of the PSA shall remain unmodified and shall remain in full force and effect.

Section 4. Conflicts. Any inconsistencies or conflicts between the terms and provisions of the PSA, and the terms and provisions of this Fourth Amendment shall be resolved in favor of the terms and provisions of this Fourth Amendment.

Section 5. Captions. Captions have been inserted at the beginning of each Section of this Fourth Amendment for convenience of reference only and such captions shall not affect the construction or interpretation of any such Section of this Fourth Amendment.

Section 6. Severability. The unenforceability, invalidity, or illegality of any provisions of this Fourth Amendment shall not render the other provisions unenforceable, invalid, or illegal.

Section 7. Execution. This Fourth Amendment may be executed by facsimile or by an emailed .pdf file and in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each Party hereto has caused this Fourth Amendment to be duly executed.

[Signatures on the following pages]
SELLER:

HUDSON COUNTY IMPROVEMENT
AUTHORITY

By:  
Name: Norman Guerra  
Title: Chief Executive Officer  
Date: 

[Signatures continue on the following page]
BUYER:
MORRIS KEARNY ASSOCIATES, LLC

By: __________________________
Name: Keith Morris
Title: Vice President

Date: ________________________