

## **DEVELOPER AGREEMENT**

This **DEVELOPER AGREEMENT**, effective as of the 16<sup>th</sup> day of January 2026, by and between the **NEW JERSEY SPORTS AND EXPOSITION AUTHORITY** (the "NJSEA") a public body corporate and politic and an instrumentality of the State of New Jersey whose offices are located at One DeKorte Park Plaza, Lyndhurst, New Jersey 07071, and **MEADOWLANDS LOGISTICS CENTER, LLC** (the "Developer"), a limited liability company organized under the laws of the State of Delaware, whose offices are located at 400 Plaza Drive, Secaucus, New Jersey 07094 (each, individually a "Party" and together, the "Parties").

### **WITNESSETH:**

**WHEREAS**, pursuant to the Hackensack Meadowlands Reclamation and Development Act, N.J.S.A. 13:17-1 *et seq.* and the Hackensack Meadowlands Agency Consolidation Act, N.J.S.A. 5:10A-1 *et seq.*, the NJSEA is authorized to plan and zone for areas in the Hackensack Meadowlands District (the "District"); and

**WHEREAS**, Developer is the owner of certain real property located in the Town of Secaucus, Hudson County, New Jersey, more commonly known as Block 227, Lot 9, and located within the Hackensack Meadowlands District (the "Property"); and

**WHEREAS**, the Property is subject to the zoning jurisdiction of the NJSEA and its development was previously designated a "Vital Project" by the NJSEA Board of Commissioners in recognition of its potential to have a substantial impact on the regional economy, transportation network, and the environment; and

**WHEREAS**, the Property is split-zoned, with approximately 61 acres located within the Regional Commercial zone and approximately 75 acres located within the Environmental Conservation zone, which includes a portion of the Cromakill Creek and associated lands in the northerly part of the site; and

**WHEREAS**, Developer filed an application with the NJSEA under File No. 23-048, Meadowlands Logistics Center, LLC/Paterson Plank Rd. - New Building (Variance), for a Use Variance to permit the construction of a 775,000-square-foot warehouse and distribution facility and associated improvements (the "Project") on the portion of the Property located in the Regional Commercial zone; and

**WHEREAS**, the Project will include a pedestrian path that will provide the general public access to a viewing station overlooking Cromakill Creek; and

**WHEREAS**, following a public hearing held on April 8, 2025, the NJSEA Board of Commissioners adopted NJSEA Resolution 2025-26 on July 24, 2025, granting approval of the variance request, subject to certain terms and conditions as set forth in the Variance Recommendation dated July 14, 2025 (the "Variance Approval"); and

**WHEREAS**, Condition No. 9 of the Variance Approval requires that the Developer enter into an agreement with the NJSEA to address the conditions set forth therein, including performance and timing benchmarks (the “Developer Agreement” or “Agreement”).

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE I: DEVELOPER'S OBLIGATIONS AND COVENANTS**

Developer hereby agrees to be bound by and to fulfill the following obligations in connection with the development of the Project:

1.1. Conservation Easement. As more fully set forth in Condition No. 1 of the Variance Approval, prior to the issuance of any Certificate of Occupancy, Developer shall provide and file with the Hudson County Registrar a conservation easement to preserve in perpetuity the lands on the portion of the Property currently zoned Environmental Conservation, which shall be subject to the review and approval of the NJSEA Chief Engineer, and may include provisions for site maintenance, including the maintenance, repair, and in-kind replacement of the Project's approved stormwater improvements and existing utilities, as well as certain uses permitted in the Environmental Conservation zone and consistent with Condition No. 1 of the Variance Approval. Proof of said filing shall be submitted to the NJSEA.

1.2. Sidewalk Construction. As more fully set forth in Condition No. 2 of the Variance Approval, Developer shall construct a continuous sidewalk along the entire easterly frontage of Park Plaza Drive, from Paterson Plank Road to the entrance of the proposed pedestrian path and viewing station. The sidewalk shall conform to the requirements in Condition No. 2 of the Variance Approval including meeting minimum design criteria required by the NJ UCC Barrier-Free Sub Code, N.J.A.C. 5:23-7. Developer has submitted a revised plan dated October 27, 2025 depicting the required sidewalk, which remains subject to review by NJSEA.

1.3. Access to West Side Avenue. Developer shall comply with all terms, conditions and requirements set forth in Condition No. 3 of the Variance Approval regarding the provision of a minimum 24-foot-wide full-service ingress/egress driveway between the subject property and West Side Avenue. Developer has submitted a revised plan dated October 27, 2025 depicting a 30-foot-wide driveway, which remains subject to review by NJSEA.

1.4. Screening of Truck Parking Area. As more fully set forth Condition No. 4 of the Variance Approval, Developer shall ensure adequate screening of the truck parking area to the adjacent Harper at Harmon Meadow residents. Developer has submitted a detailed cross-section of the elevation of the truck parking area in relation to the residential development, which remains subject to review by the NJSEA. ,

1.5. Post-Construction Noise Evaluation. As more fully set forth in Condition No. 5 of the Variance Approval, an as-built noise evaluation shall be submitted by the Developer within sixty (60) days of issuance of a Certificate of Completion and/or Occupancy Certification for the building, and also at or near 100 percent occupancy level, evaluating the site's level of compliance with the requirements of N.J.A.C. 19:4-7.3. The NJSEA reserves the right to require mitigation measures and may require a performance guarantee to ensure compliance.

1.6. Air Quality Monitoring. As more fully set forth in Condition No. 6 of the Variance Approval, prior to the issuance of any Completion and/or Occupancy Certification for the building, Developer shall submit an air quality plan for review and approval by the NJSEA Chief Engineer, the scope of which shall receive prior approval. The plan shall include monitoring for a minimum of one year from the issuance of a Completion and/or Occupancy Certification and also at or near 100% occupancy level. The NJSEA reserves the right to extend the time period for air quality monitoring at the site, and to require mitigation and performance guarantees to ensure compliance.

1.7. Truck Movement Restrictions. In accordance with Condition No. 7 of the Variance Approval, trucks shall be prohibited from right-turn-out and left-turn-in movements at the Park Plaza Drive driveway between the hours of 9:00 P.M. and 7:00 A.M daily.

1.8. Resolution of Tidelands Claims. As more fully set forth in Condition No. 8 of the Variance Approval, Developer shall: 1) provide the NJSEA with a copy of the Tidelands Resource Council grant for the 572,866.27-square-foot area within the development footprint, prior to the issuance of Final Certificate of Completion and/or Occupancy Certification by the NJSEA; and 2) apply to the Tidelands Resource Council for renewal of the revocable utility license agreement to rent the 1,180-square-foot area for the use of a public utility and/or utility-related structures, prior to the expiration of the utility license agreement on February 2, 2048. If the utility license is not renewed for any reason prior to February 2, 2048, all improvements constructed within the tidelands area in question shall be removed and the area restored to the condition that existed prior to the start of construction. Notwithstanding clause (1) above, provided that the NJSEA Chief Engineer reasonably determines that Developer is making good faith efforts to prosecute an application for a grant from the Tidelands Resource Council and has an active license in

place from the Council, this condition shall be deemed satisfied for purposes of issuing a Temporary Certificate of Occupancy.

## **ARTICLE II: DEFAULT AND REMEDIES**

2.1 Notice of Default. In the event of a breach of this Agreement by the Developer, the NJSEA shall provide written notice to the Developer detailing the specific breach, which may take the form of a Non-Compliance Warning or Violation Notice, in which case the terms and conditions therein shall take precedence over and supersede any conflicting terms or conditions herein. Subject to the terms and conditions of any Non-Compliance Warning or Violation Notice issued by the NJSEA, the Developer shall have thirty (30) days from the receipt of such notice to cure the default, or if the cure cannot reasonably be completed within thirty (30) days, to commence and diligently pursue the cure to completion.

2.2 NJSEA Remedies. Upon the Developer's failure to cure a default within the specified timeframe, the NJSEA shall be entitled to exercise any and all remedies available at law or in equity, including but not limited to:

- a. Withholding any and all further permits, certificates, or approvals for the Project, including the Certificate of Occupancy.
- b. Issuing Violations in accordance with applicable Hackensack Meadowlands District regulations.
- c. Issuing stop-work orders.
- d. Seeking specific performance of this Agreement or injunctive relief.
- e. Drawing upon any performance guarantee posted by the Developer.

## **ARTICLE III: MISCELLANEOUS PROVISIONS**

3.1 Title of Articles. The Titles of the several Articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

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

3.3 Conflicts with Approvals. Any zoning, land use or construction code approvals or other regulatory mandates or determinations shall supersede any conflicting provisions or interpretations of this Agreement.

3.4 Notices. All notices required under this Agreement shall be in writing and sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, to the to the parties at their respective addresses set forth herein.

If to NJSEA:

New Jersey Sports & Exposition Authority

One DeKorte Park Plaza

Lyndhurst, NJ 07071

Attn: Department of Legal and Regulatory Affairs

If to MEADOWLANDS LOGISTICS CENTER, LLC:

Hartz Mountain Industries, Inc.

500 Plaza Drive

Secaucus, NJ 07096

Attn: James P. Rhatican

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

3.6 Entire Agreement. This Agreement, together with the Variance Approval, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

3.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

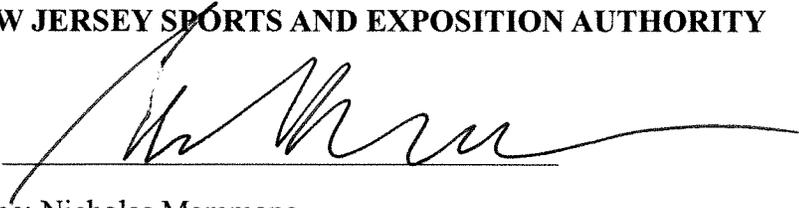
3.7 Counterparts. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Developer Agreement as of the Effective Date written above.

*[signatures to follow]*

**NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**

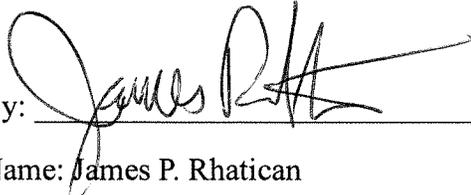
By: \_\_\_\_\_



Name: Nicholas Mammano  
Title: President & CEO

**MEADOWLANDS LOGISTICS CENTER, LLC**

By: \_\_\_\_\_



Name: James P. Rhatican  
Title: Vice President, Land Use and Development