

RESOLUTION AUTHORIZING THE EXECUTION OF A CONSENT TO TRANSFER AND AMENDMENT OF THE REDEVELOPMENT AGREEMENT BETWEEN PERTH AMBOY REDEVELOPMENT AGENCY AND VPGS, LLC, TRANSFERRING THE ePORT LOGISTICS CENTER PROJECT FROM VPGS, LLC AS REDEVELOPER TO BRIDGE PERTH AMBOY, LLC

WHEREAS (#1), pursuant to Resolution R 12:12:127 adopted on December 19, 2012 authorizing the execution of a Redevelopment Agreement with VPGS, LLC (“VPGS”), the Perth Amboy Redevelopment Agency (the “Agency” or “PARA”) entered into a Redevelopment Agreement with VPGS dated January 15, 2013 for the redevelopment of the ePort Project Site (the “Redevelopment Agreement”); and

WHEREAS (#2), VPGS has requested the Agency’s consent to amend the Redevelopment Agreement and to transfer control of the redevelopment of the ePort Logistics Center Project Site (the “Project” or “Project Site”) to Bridge Perth Amboy, LLC (“Bridge”), and to designate Bridge as the Redeveloper; and

WHEREAS (#3), Bridge has requested the Agency’s consent for Bridge to assume the rights and obligations of VPGS under the Redevelopment Agreement, as Redeveloper; and

WHEREAS (#4), the Agency, through its Acting Executive Director and consultants, negotiated the detailed terms and conditions of a Consent to Transfer and Amendment of the Redevelopment Agreement, as more fully set forth in the form of agreement attached hereto as **Exhibit A** (the “Consent to Transfer”); and

WHEREAS (#5), Bridge represents and warrants that it possesses the qualifications and financial responsibility necessary and adequate to fulfill the obligations under the Redevelopment Agreement, as amended by the Consent to Transfer, and Bridge has provided the following to PARA as evidence of same, (a) 2013 and 2014 Consolidated Financial Statements of BDP Realty Holdings, LP (“BDP Realty”), the sole member of Bridge Industrial, referenced below, with an Auditor’s Letter; (b) Consolidated Statement of Assets of BDP Realty as of June 30, 2015; (c) Consolidated Statement of Assets of BDP Industrial Development, LP (“BDP Industrial”), the sole member of Bridge, as of July 30, 2015; and (d) Guaranty Agreement in the form attached to the Consent to Transfer in favor of PARA and Bridge whereby: (i) BDP Realty unconditionally guarantees to Bridge and PARA, from and after the Closing, any funds necessary to comply with the Redevelopment Agreement that are not otherwise available to Bridge from loan proceeds or other such sources; (ii) BDP Realty’s guarantee shall continue in full force and effect until Redeveloper’s obligations under the Redevelopment Agreement have been fully satisfied; and (iii) PARA may enforce the terms of the Guaranty Agreement, in the event that Bridge or its lender(s) fails to fully satisfy Redeveloper’s obligations under the Redevelopment Agreement (the “Guaranty Agreement”); and

WHEREAS (#6), Bridge further represents and warrants that it is committed to completing the Remediation of the Project Site in accordance with the Amended Project

Schedule attached to the Consent to Transfer as Exhibit E and Bridge shall provide to PARA the following in connection with same: (a) evidence of Bridge's retention of a Licensed Site Remediation Professional ("LSRP") to oversee the continuing environmental cleanup of the Project Site ("LSRP Retention"); (b) a copy of the Letter of Credit in the amount of One Million Dollars (\$1,000,000) to secure Bridge's obligation to complete the Remediation ("Letter of Credit"); and (c) evidence of Bridge being added to the Environmental Insurance as an Additional Named Insured, pursuant to the requirements of the Redevelopment Agreement (the "Environmental Insurance");

WHEREAS (#7), the Agency finds that Bridge possesses the qualification and financial responsibility necessary and adequate to fulfill the obligations under the Redevelopment Agreement and further, that the Project, including the Remediation of the Project Site, will not be delayed as a result of the Transfer; and

WHEREAS (#8), the Agency acknowledges that VPGS has fulfilled its responsibilities, to date, under the Redevelopment Agreement as set forth in the Amended Project Schedule and that there is no default under the Redevelopment Agreement; and

WHEREAS (#9), the Agency desires to consent to VPGS' request to transfer control of the Project to Bridge and to amend the Redevelopment Agreement as set forth in the Consent to Transfer attached hereto, with all of the other terms and conditions of the Redevelopment Agreement remaining in full force and effect and with those terms and conditions having previously been acceptable and continuing to be acceptable to the Agency; and

WHEREAS (#10), the Agency desires to enter into the Consent to Transfer to recognize Bridge as the designated Redeveloper of the Project and to make certain clarifications and modifications from the Redevelopment Agreement with such clarifications and modifications having been approved by the Agency; and

WHEREAS (#11), the Agency, VPGS and Bridge agree that any Consent to Transfer shall be conditioned upon PARA's receipt of the fully executed Guaranty Agreement, LSRP Retention, Letter of Credit and Environmental Insurance as set forth in the Consent to Transfer.

NOW, THEREFORE, it is hereby resolved by the Perth Amboy Redevelopment Agency as follows:

1. The Chairwoman and the Secretary of PARA are authorized and directed to execute a Consent to Transfer and Amendment of the Redevelopment Agreement with VPGS, LLC and Bridge Perth Amboy, LLC in substantially the form attached hereto as **Exhibit A**.
2. The Executive Director, Staff and Consultants are hereby authorized and directed to take all actions as shall be deemed necessary or desirable to implement this Resolution.

3. This Resolution is conditioned upon the completion of the Closing of the purchase and sale transaction between VPGS and Bridge and further shall be effective only upon:

(a) PARA's receipt of the LSRP Retention, Letter of Credit and Environmental Insurance as set forth in the Consent to Transfer;

(b) PARA's receipt of the fully executed Guaranty Agreement; and

(c) the full payment by the Redeveloper of all Agency Costs, as that term is utilized in the Redevelopment Agreement, which are incurred by the Agency in connection with the negotiation and preparation of the Consent to Transfer and Amendment of the Redevelopment Agreement.

CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by the Perth Amboy Redevelopment Agency at a Regular Meeting held on August 4, 2015.

PERTH AMBOY REDEVELOPMENT AGENCY

By: _____

Wilda Diaz, Chairwoman

ATTEST:

Leigh Anne Hindenlang
Title: Acting Executive Director of PARA

Approved as to Form:

Joseph J. Maraziti, Jr., Esq.
Title: Counsel to PARA

Exhibit A
Consent to Transfer and Amendment of the Redevelopment Agreement