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ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made this ___ day of _____ , 2023 (the "Effective Date") by and between the **CITY OF ATLANTIC CITY**, a body corporate and politic of the State of New Jersey whose address is 1301 Bacharach Boulevard, Atlantic City, NJ 08401 (the "City") and **ATLANTIC SHORES OFFSHORE WIND PROJECT 1 LLC**, 1 Dock 72 Way, Floor 7, Brooklyn, New York 11205 (and its successors and assigns, the "Prospective Developer" and, together with the City, the "Parties").

WITNESSETH:

WHEREAS, on November 23, 1994, the City Council of the City of Atlantic City adopted Resolution No. 889-1994 designating the entirety of the City of Atlantic City as an area in need of rehabilitation pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

WHEREAS, the City of Atlantic City Pilot law Senate Bill 1715, designates the entire City of Atlantic City as an area in need of redevelopment. The Statute provides that "consistent with the legislature acts with respect to other Garden State Growth Zones, a municipality which contains a tourism district as established pursuant to Section P.L. 2011, c.18 known as (C.5:12-219) and is regulated by the Casino Reinvestment Development Authority is hereby declared a blighted area and an area in need of redevelopment (emphasis supplied); and

WHEREAS, the City is authorized by the Redevelopment Law to consider and/or determine whether certain parcels of land within the City constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Prospective Developer seeks to explore the development of certain City-owned property, including the property identified as Block 830, Lot 6 located at 1075 N. Albany Avenue pursuant to the Redevelopment Law; and

WHEREAS, the Prospective Developer has requested the approval of the City to investigate whether the Property can be transferred, assigned or sold, in fee or via easement, in whole or in part, along with the rights and obligations to consider the Prospective Developer's potential project pursuant to the Redevelopment Law; and

WHEREAS, the parties have agreed to enter into an Access Agreement to facilitate Prospective Developer's investigations as described above; and

WHEREAS, pursuant to N.J.S.A. 40:55D-53.2 payments to professionals for services rendered to the municipality for their review and preparation of documents, inspection of improvements or other purposes in connection with a proposed or future development application (the "Application") or compliance with conditions of approval for the redevelopment or rehabilitation are allowable by requiring the Prospective Developer to submit a deposit towards compensating the anticipated municipal expenses for the professional services, to be

placed in an escrow account pursuant to N.J.S.A. 40:55D-53.1, (the "City Expenses") necessary to be incurred in association with the City's investigation, studies and reports that may be required to explore and consider the Prospective Developer's potential project;

WHEREAS, the City Expenses are incurred by and for the benefit of the City for the purpose of consulting with and advising City officials with regard to the prospective project proposed by the Prospective Developer; and

WHEREAS, the Prospective Developer fully understands and agrees to assume this funding obligation of City Expenses without any promise, suggestion or expectation as to the results of the City's consideration of the Prospective Developer's potential project and professional work associated therewith, without reservation or reliance upon any verbal or written statement, expressed or implied, by any employee, official, officer, member or representative of the City or any of its Land Use Boards as to the acceptability and/or disposition of Prospective Developer's Proposal by the City.

NOW, THEREFORE, in consideration of the City's review of the Prospective Developer's Proposal and professional work associated therewith, the Parties do hereby covenant and agree each with the other as follows:

Section 1. Upon the execution of the Access Agreement by Prospective Developer, Prospective Developer shall pay to the City a total of Forty Thousand ($40,000.00) Dollars which the City shall deposit into a non-interest bearing escrow account for the purposes of paying the City's past and future reasonable and necessary fees and costs charged by its professional planner, engineer and legal counsel, including planning board solicitor, as they relate to work performed in consideration of the Prospective Developer's Proposal. Outside professionals shall be compensated pursuant to their contracts entered with the City. Further, if applicable and upon request, the Prospective Developer agrees it shall pay additional amounts to the City as may be required for the fees and costs to be incurred for the consideration and approval process of any redevelopment plan(s) presented to the City. In the event the Prospective Developer ceases or withdraws its pursuit of approvals and terminates this Escrow Agreement, or this Escrow Agreement is terminated by the City, then any remaining escrowed monies shall be returned to the Prospective Developer following the payment from the fund of all costs incurred up to the time of said withdrawal or cancellation.

Section 2. Outside professionals advising the City shall, either upon the conclusion of their retention or periodically during the course of their retention, submit vouchers which conform to the requirements established by the City for vouchers of similar type and kind. Said vouchers shall include the amounts of all fees and costs, along with a reasonable description of the services performed or goods acquired.

Section 3. Provided that vouchers submitted by the City professionals hereunder are consistent in form and substance with City requirements, the City shall process said vouchers in the same manner and under the same terms as are normally employed for vouchers submitted for work performed on behalf of the City. At the conclusion of this processing, the amounts specified in said vouchers shall be paid by the City from the Escrow.

Section 4. The City shall forward the vouchers and bills, along with a statement of amounts due ("Statements") to Prospective Developer on a periodic basis. Such Statements may be sent by regular mail or email. Prospective Developer shall pay amounts due as requested by the City within ten (10) days of receipt of each Statement. Failure to pay sufficient funds to cover the City Expenses and maintain the required Escrow balance as and when required in Section 5 below shall be a default of this Escrow Agreement and shall also constitute an Event of Default of the Access Agreement signed by the Parties, in which event the City shall be permitted to terminate the Access Agreement. Notice of a default (and, if appropriate, termination) shall be sent as provided in Section 7 below.

Section 5. If, during the existence of this Escrow Agreement, the funds deposited into said escrow account are reduced to an amount less than $10,000 or are insufficient to cover any voucher or bill submitted in connection herewith, Prospective Developer shall, within fourteen (14) days of receipt of a notice from the City that either such condition exists, provide such funding as required to fund the identified deficit as well as to pay for projected costs and fees associated with ongoing professional reviews, inspections, etc., pursuant to the Access Agreement and the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("**MLUL**") (specifically, N.J.S.A. 40:55D-53.1 and 53.2).

Section 6. Intentionally Omitted.

Section 7. Statements and notices of default shall be sent to:

If to the City:
Paula Geletei, City Clerk
The City of Atlantic City
City Hall
1301 Bacharach Boulevard, Room
Atlantic City, NJ 08401
Email: pgeletei@cityofatlanticcity.org

With a copy to:
Michael J. Perugini, Esq., City Solicitor
The City of Atlantic City
City Hall, Room 406
1301 Bacharach Boulevard, Room 406
Atlantic City, NJ 08401
Email: mjperugini@cityofatlanticcity.org

If to Prospective Developer:
Atlantic Shores Offshore Wind Project I, LLC
1 Dock 72, Floor 7
New York, New York 11205
Attention: Bhavini Doshi, Senior Counsel
Email: Bhavini.doshi@atlanticshoreswind.com

With a copy to:
Archer & Greiner PC
1025 Laurel Oak Road
Voorhees, NJ 08043
Attention: Niall O'Brien, Esq.

Email: nobrien@archerlaw.com

Any notice of default delivered hereunder may be hand delivered, sent via Certified or Registered mail, sent by overnight courier, or sent via email; provided that if sent via email a copy of such notice shall also be sent by regular mail or overnight courier. It shall be deemed to be delivered and received, whether actually received or not, as follows: (1) three days after being deposited in the United States Mail, postage prepaid, Certified or Registered Mail; (2) upon execution of written receipt when hand delivered; (3) one day after being sent via overnight courier; and (4) upon the sender receiving confirmation that the email transmission was completed successfully when sent via email.

Section 8. Should any disputes arise by and between Prospective Developer and the City with respect to either the funding of, or payment from, the escrow deposit account established herein, Prospective Developer shall notify the City in writing whenever Prospective Developer disputes the charges made for service rendered or goods provided to the City in connection with the Escrow Agreement and for which the City seeks Prospective Developer to pay as costs. The City, or its designee, shall, within a reasonable time period, attempt to mediate any disputed charges. Unless or until Prospective Developer submits an Application, if the matter is not resolved to the satisfaction of the applicant, Prospective Developer may file an action in Superior Court for Atlantic County. If Prospective Developer submits an Application, then the settlement of any and all disputes, including any appeals from any decisions made by the City regarding such escrow deposit accounts, shall be made as called for by the applicable provisions of the MLUL, specifically N.J.S.A. 40:55D-53.2.a.

Section 9. The Escrow shall either expire either upon the execution of a redevelopment agreement by the Parties in connection with the Prospective Developer's potential project, or shall terminate upon either party's notice to the other of the termination of the Access Agreement for any reason. If a redevelopment agreement is executed for the proposed Redevelopment Project, all unused Escrow funds shall be transferred to a new escrow to be established pursuant to the redevelopment agreement. If the Access Agreement is terminated, the Escrow shall terminate only after all City Expenses have been paid, whereupon any remaining balance shall be refunded to Prospective Developer. Notwithstanding the foregoing, Prospective Developer shall be liable for paying any City expenses not satisfied by funds in the Escrow which are due and owing under this Escrow Agreement. The cost to pursue Prospective Developer or its assignee for performance under the Access Agreement and this Escrow Agreement shall also be payable by Prospective Developer. The obligations in this Section 9 shall survive termination of this Escrow Agreement.

Section 10. The Prospective Developer understands and acknowledges that the City has no obligation to act favorably upon or otherwise support, endorse, or take any action whatsoever on any acquisition or redevelopment proposal made by the Prospective Developer and specifically the City does not warrant nor represent that it will support any Prospective Developer proposal or project for the redevelopment or rehabilitation plan for any City property. The Parties acknowledge that they are solely relying on their own legal and professional advisors regarding the subject matter of this Escrow Agreement.

Section 11. This Escrow Agreement constitutes the full and complete agreement between the Parties with respect to its subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, concerning the subject matter hereof between the Parties which are not fully expressed or incorporated by reference herein. This Escrow Agreement may be terminated at the sole discretion of either party with ten (10) days written notice, and amended, modified, or waived only by written agreement by the Parties. Prospective Developer's termination hereunder shall also constitute a withdrawal of any pending filings or other documents requiring the City's review, unless otherwise agreed by the Parties.

Section 12. This Escrow Agreement shall be binding upon the respective parties hereto and their successors and assigns.

Section 13. This Escrow Agreement shall be governed by and construed by the laws of the State of New Jersey.

Section 14. This Escrow Agreement is deemed to have been prepared by both Parties and any ambiguity regarding same shall not be construed against either party.

Section 15. All of the proceeding paragraphs are incorporated and are incorporated herein.

Section 16. This Escrow 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 hereto have caused this Escrow Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

ATLANTIC SHORES OFFSHORE WIND PROJECT 1, LLC

DocuSigned by:
By: Jennifer Daniels
E001265696FE4DB...

(Print name and title below line)
Jennifer Daniels

Attest by:

DocuSigned by:
Raquel DuBois
1449078A270E47A...
Raquel DuBois

Development Administrator

THE CITY OF ATLANTIC CITY

By: _____
Marty Small, Sr., Mayor

Attest by:

Paula Gelletei
Paula Gellefei, City Cerk
GELETEI

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The Agreement is approved as to form and execution.

Date: 9/21/23

By: _____

JACK BERENATO
ASST CITY SOLICITOR

Resolution of the City of Atlantic City

No. 469

Approved as to Form and Legality on Basis of Facts Set Forth

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Director of Planning & Development/s/ Jacques Howard

Prepared by City Solicitor's Office

Council Members SHABAZZ & MARSHALL present the following Resolution:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT WITH ATLANTIC SHORES OFFSHORE WIND PROJECT I, LLC

WHEREAS, on November 23, 1994, the City Council of the City of Atlantic City adopted Resolution No. 889-1994 designating the entirety of the City of Atlantic City as an area in need of rehabilitation pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

WHEREAS, the City of Atlantic City Pilot law Senate Bill 1715, designates the entire City of Atlantic City as an area in need of redevelopment. The Statute provides that "consistent with the legislature acts with respect to other Garden State Growth Zones, a municipality which contains a tourism district as established pursuant to Section P.L. 2011, c.18 known as (C.5:12-219) and is regulated by the Casino Reinvestment Development Authority is hereby declared a blighted area and an area in need of redevelopment; and

WHEREAS, various redevelopment plans exist and have been implemented with regard to property within the City boundaries; and

WHEREAS, a prospective developer, Atlantic Shores Offshore Wind Project 1 LLC, a Delaware limited liability company, whose address is 1 Dock 72 Way, Floor 7, Brooklyn, New York 11205 ("Prospective Developer") has indicated its intention to explore the possibility of developing certain City-owned property, including Block 830, Lot 6 located at 1075 N Albany Avenue, in connection with its offshore wind project all in compliance with a redevelopment plan to be approved by the City; and

WHEREAS, the parties have entered into or will be entering into an Access Agreement to authorize Prospective Developer to access City-owned property for the purpose of conducting due diligence activities as may be approved by the City in each instance; and

WHEREAS, without any reservations or reliance upon any verbal or written assurances, expressed or implied, by any employee, official, officer, member or representative of the City or any of its Land Use Boards, the City is amenable to honoring the request of the Prospective Developer to have the property developed in conformity with the Redevelopment Plan and potentially a final plan as maybe presented by the Prospective Developer for the City's consideration and approval; and

WHEREAS, the City has incurred and will continue to incur costs and expenses in connection with the Prospective Developer's project and Prospective Developer, has agreed to be fully responsible to pay for the costs of services rendered to the City to conduct the preliminary investigation and consider a development plan as may be presented by the Prospective Developer in a manner consistent with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq. (the "Redevelopment Law"), N.J.S.A. 40:55D-53.2.d, and the Escrow Agreement between the Parties, the form of which attached hereto in substantially final form.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Atlantic City in the County of Atlantic, State of New Jersey that:

The Mayor is authorized to execute the Escrow Agreement in form and substance substantially as set forth in Exhibit A attached hereto.

The Solicitor's office is authorized to retain such experts and specialists and dedicate such City resources as are required to advise the City in connection with the Prospective Developer's potential project.

Prospective Developer shall pay the fees and costs incurred and expended by the City in connection with the Prospective Developer's potential project to review pursuant to an escrow in the amount set forth in Exhibit A, which amount shall be deposited with the City upon execution of the Access Agreement by Prospective Developer, and shall be replenished as set forth in Exhibit A.

BE IT FURTHER RESOLVED that all resolutions of the City of Atlantic City which are inconsistent with the provisions of this Resolution are hereby repealed to the extent of such inconsistency.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon its final approval in the time and manner prescribed by law.

POSTPONED 6/21/2023

September 21, 2023 11:09 AM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X						SHABAZZ	X				X	
KURTZ		X				X	TIBBITT	ABSTAIN					
MARSHALL	X						WEEKES	X					
MORSHED				X			ZIA				X		
							RANDOLPH, PRESIDENT	X					

X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: JULY 19, 2023

Paula Geletei

/s/ Paula Geletei, City Clerk