

NOTICE TO SUBLEASE Q&A – ADDENDUM 4 ^{1 2}

Question No.	Questions	Answers
21	<p>Exhibit B (Key Sublease Terms), states in relevant part: “Tenant will comply with all environmental laws and all environmental requirements in the Ground Lease (applicable to Parcels A, G, and C only) and all relevant approvals and permits.” This provision is designated “Non-Negotiable.” Please provide a detailed explanation of the intent and operation of this provision. In particular, would this provision (i) require the Sublease Tenant to step into the shoes of the Ground Lease Tenant with respect to the “Tenant” obligations in the environmental requirements of the Ground Lease (including, but not limited to, Article VIII); (ii) only obligate the Sublease Tenant to comply with the Ground Lease Subtenant obligations in such requirements; or (iii) impose obligations different from these two interpretations? If (iii), what are those intended obligations?</p>	<p>Environmental terms between NJEDA and a subtenant, as well as allocation of remediation responsibilities, will be resolved through future negotiations. However, in the case of Parcels A, G and C (parcels covered by the Ground Lease), the terms agreed between NJEDA and its subtenants will necessarily be bound by NJEDA’s Ground Lease with PSEG Nuclear.</p> <p>Under the Ground Lease, NJEDA’s environmental due diligence rights are limited to the review of environmental reports commissioned by PSEG Nuclear on NJEDA’s behalf. A full list of environmental reports by parcel are outlined on page 10 of the Lease. NJEDA will share environmental assessments with parties with which it is negotiating.</p> <p>NJEDA is prohibited from engaging a Licensed Site Remediation Professional (LSRP) in connection with its due diligence activities, except as follows: (i) to support its review of Environmental Reports, (ii) to provide other general advice on any environmental issues relating to the Project, and (iii) to advise on any Remediation that becomes a Tenant Remediation Responsibility.</p> <p>Following the due diligence period, which concludes on the earlier of 180 days after the Ground Lease takes effect or NJEDA drawing down a parcel of property, NJEDA can undertake sampling of media to the extent required to comply with Environmental Requirements applicable to its construction and operations, a Tenant Remediation Responsibility, or a Tenant material disposal obligation; otherwise, PSEG Nuclear approval is required.</p> <p>The Ground Lease also allocates remediation responsibilities between parties – with PSEG Nuclear responsible for remedial investigation and remedial actions to the extent required by Laws if the Parcels were not occupied or to be occupied by Tenant, to be conducted at Landlord's cost and expense, relating to: (a) Pre-Existing Environmental Conditions; or (b) a new Discharge after the Effective Date not the result of actions or inactions by Tenant (or any Subtenant), their contractors, invitees,</p>

¹ Question numbers are allocated by NJEDA on the basis of when questions are received and to help track with answer preparation

² To gain access to the data room, parties must first execute NJEDA’s form of non-disclosure agreement (NDA). Please request an NDA by emailing njwindport@njeda.com. If a party already as an NDA please forward a copy to njwindport@njeda.com alongside your request for access.

		<p>quests, or employees ("Tenant Parties"). "Landlord Remediation Responsibility" can, at Landlord's sole discretion, include the use of Engineering Controls and Institutional Controls provided such controls do not preclude or unreasonably interfere with the Tenant Parties' Permitted Uses.</p> <p>This is not an exhaustive summary and parties shall be responsible for familiarizing and understanding the Ground Lease, in particular Sections 2.3 and 8.</p>
22	<p>Please explain whether there would be any limitation on the ability of a prospective tenant or tenant to conduct environmental due diligence activities it deems necessary to assess environmental risks, including its ability to hire a Licensed Site Remediation Professional (LSRP). If there would be any such limitations, please provide a detailed explanation as to why.</p>	<p>Please refer to answer 21 above.</p>