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May 6, 2026

Via ECourts
Honorable Lina P. Corriston, J.S.C.
Superior Court of New Jersey
10 Main Street
Hackensack, New Jersey 07601

Re: In the Matter of the Application of the Borough of Montvale
Docket No.: BER-L-750-25

Dear Judge Corriston:

This office represents SHG Montvale MB I, LLC ("MB I"), SHG Montvale MB VI, LLC ("MB VI"), SHG Montvale MB, LLC, ("MB"), Montvale Development Associates, LLC ("MDA"), The Hekemian Group, LLC, ("THG") and H & R Montvale, LLC ("H & R", and together with MB I, MB VI, MB, MDA, H & R and THG, collectively "SHG") in these proceedings. On behalf of SHG, I enclose a copy of the fully executed settlement agreement between SHG and the Borough of Montvale with all exhibits attached. The enclosed agreement was reached to address the Programs and Special Adjudicator's recommendations.

Respectfully submitted,

BEATTIE PADOVANO, LLC
Attorneys for SHG Montvale MB I, LLC,
SHG Montvale MB, LLC, Montvale
Development Associates, LLC,
The Hekemian Group, LLC and
H & R Montvale, LLC

By: */s/ Antimo A. Del Vecchio*
Antimo A. Del Vecchio, Esq.

ADV:rct
C: All Counsel of Record (via ecourts)
Frank Banisch, P.P./A.I.C.P. (Special Adjudicator) (via email, w/encl.)
Client

Fifty-Six Years of Service

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AFFORDABLE HOUSING SETTLEMENT AGREEMENT

AFFORDABLE HOUSING SETTLEMENT AGREEMENT ("Agreement") is made this 30th day of April 2026, by and between:

BOROUGH OF MONTVALE, a municipal corporation of the State of New Jersey, County of Bergen, having an address at 12 DePiero Drive, Montvale, New Jersey 07645 (the "Borough" or "Montvale"); and

THE HEKEMIAN GROUP, LLC a New Jersey limited liability company with a business address at 10 Sterling Boulevard, Suite 401, Englewood, NJ 07631, (hereinafter "THG Developer") on behalf of its self and property owned by 25 PHILIPS PARKWAY, LLC, a New Jersey limited liability company with a business address c/o Sebastian Capital, Inc. 417 Fifth Avenue, New York, New York 10016, and on behalf of itself and the property owned by RECKITT BENCKISER, LLC a Delaware limited liability company with a business address at 199 Interpace Parkway, Parsippany, NJ 07054; **H&R MONTVALE, LLC**, a New Jersey limited liability company with a business address at 10 Sterling Boulevard, Suite 401, Englewood, NJ 07631 on behalf of itself and the property owned by KPMG LLP, a New Jersey limited liability company with a business address of 3 Chestnut Ridge Road, Montvale, New Jersey(hereinafter, "H&R Developer"); **SHG MONTVALE MB, LLC**, a New Jersey limited liability company with a business address at 10 Sterling Boulevard, Suite 401, Englewood, NJ 07631 (hereinafter "MB Developer"); and **SHG MONTVALE MB VI, LLC** a New Jersey limited liability company with a business address at 10 Sterling Boulevard, Suite 401, Englewood, NJ 07631 (hereinafter "MB VI Developer") (THG, H&R, MB Developer, and MB VI Developer, each a "Developer" and collectively referred to as "Developers")[1].

Collectively, the Borough and each of the Developers shall be referred to as the "Parties." All references to Developer shall include

[1] Unless a specific provision of this Agreement explicitly and specifically indicates otherwise, the benefits, obligations and duties arising from this Agreement will run to or for each specific Developer entity and the specific Site it controls and not all Developers and no other Developer shall have any rights or obligations under this Agreement with respect to any other site. The obligations and benefits of this Agreement run with the land for each individual site.

its successors and assigns, whether or not currently identified.

WHEREAS, H & R Developer, or its affiliate, has a contractual interest or ownership interest in Block 3102, Lot 1.01 (the "KPMG" Site); THG Developer or its affiliate, has a contractual interest or ownership interest in Block 3201, Lot 5 (the "25 Philips Site") and Block 3201, Lot 1, (the "Reckitt" Site); MB VI Developer, or its affiliate, has a contractual interest or ownership interest in a +/- 0.5 acre portion of Block 2702, Lot 1.01 Qualifier C6000 (the "Top of the Point Site" and/or "TOP Site": and MB Developer or its affiliate, has a contractual interest or ownership interest in Block 3201, Lot 6 (the "Glenview Site"),. Collectively, all of the sites will be referred to as the "Sites". The Glenview Site and the 25 Philips Site are adjacent sites and may be referred to jointly as "Glenview/25 Philips Sites"; and

WHEREAS, the Borough voluntarily entered the Affordable Housing Dispute Resolution Program (the "Program"), by filing a declaratory judgment action under docket number BER-L-000503-25, in New Jersey Superior Court, in accordance with N.J.S.A. 52:27D-304.1 and AOC Directive #14-24, for the purpose of obtaining a certification of the Borough's affordable housing compliance for the Fourth Round; and

WHEREAS, the Developers filed a challenge in the Program to the Borough's proposed Fourth Round Housing Element and Fair Share Plan ("HEFSP") in accordance with N.J.S.A. 52:27D-304.1 and AOC Directive #14-24; and

WHEREAS, The Program presided over mediated settlement negotiations and those good faith negotiations between the Parties culminated in an agreement to develop the subject Sites in a manner that (a) generated a substantial amount of affordable housing and (b) addressed the legitimate planning concerns of the community; and

WHEREAS, more specifically, the Parties agreed, among other things, to a total of up to 650 units across the Sites, of which up to 109 units shall be affordable in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80- 26.1 et seq. ("UHAC") (the "Projects"); and

WHEREAS, the Borough has agreed to include the proposed Projects in its HEFSP in partial satisfaction of its fourth round affordable housing obligations and to adopt redevelopment plans and/or implementing ordinances to permit the construction of the total number of units on each Site as specified in this Agreement; and

WHEREAS, the Parties agree that the Projects accord with sound land use planning on the one hand while generating a substantial amount of affordable housing on the other; and

WHEREAS, the Parties negotiated a Preliminary Affordable Housing Term Sheet partially executed on March 24, 2026 ("Term Sheet") (**Exhibit "A"**) with the intent to more fully set forth their understanding by way of this Agreement; to the extent there is any inconsistency between the Term Sheet and this Agreement, this Agreement shall control; and

WHEREAS, the Parties wish to revise the agreement as preliminarily set forth in the Term Sheet to address the recommendation of the Program and Special Adjudicator; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

ARTICLE I - PURPOSE

1.1 The purpose of this Agreement is (a) to create an opportunity for the construction of inclusionary developments and/or other potential uses permitted by this Agreement and to assist the Borough with the production of affordable housing; (b) to regulate the development of the Sites as set forth herein; and (c) to resolve all issues amongst the Parties. This Agreement shall supersede and replace the Term Sheet.

ARTICLE II- DEFINITIONS

2.1 Unless the context plainly requires a different meaning, the following terms have the following meanings for purposes of this Agreement:

a. "Agreement" means this Agreement.

b. "Concept Plan" shall mean individually and/or collectively the KPMG Concept Plan, TOP Concept Plan, Reckitt Concept Plan, Glenview/25 Phillips Concept Plan and any plan for retail permitted by this Agreement that may be proposed to be located on the Shoppes at DePiero Farms.

c. "Final Plan(s)" shall mean the plans submitted by each Developer to the Montvale Planning Board for approval pursuant to this Agreement and the N.J.S.A. 40:55D-1.

d. "Glenview/25 Philips Concept Plan" shall initially mean the plans attached to this Agreement as **Exhibit "B"**. The Glenview/25 Philips Plan attached as **Exhibit B** demonstrates one way the Glenview/25 Philips Site may be developed in accordance with the Zoning Standards. The Glenview/25 Philips Concept Plan may be refined, changed, or altered by the THG Developer and/or MB Developer and site plan applications shall be generally consistent with said Glenview/25 Philips Concept Plan, as same may be revised, changed or altered by the MB Developer and/or THG Developer in a manner in compliance with the Zoning Standards. THG Developer's and/or MB Developer's Final Plans presented for approval shall comply with all use, density, setback, height, and number of stories limitations in the attached Zoning Standards included as **Exhibit B**.

e. "KPMG Concept Plan" shall initially mean the plans attached to this Agreement as **Exhibit "C" or Exhibit "D"**. The Concept Plan attached as **Exhibit C or Exhibit D** each demonstrates one way the KPMG Site may be developed in accordance with the Zoning Standards. The KPMG Concept Plan may be refined, changed, or altered by the H & R Developer and site plan applications shall be generally consistent with said KPMG Concept Plan, as same may be revised, changed or altered by the H & R Developer in a manner in compliance with the Zoning Standards. H & R Developer's Final Plans presented for approval shall comply with all use, density, setback, height, and number of stories limitations in the attached Zoning Standards included as **Exhibit C or Exhibit D**.

f. "Non-Appealable" shall mean that the period for appeal has expired without any appeal having been filed by any Party or that an appeal has been filed and all trial and appellate proceedings have concluded affirming all municipal actions arising from this Agreement are required to approve and implement this Agreement.

g. "Nonresidential/Commercial Use" shall mean any use permitted in any of Montvale's current non-residential and/or mixed-use zones.

h. "Ordinance" shall mean the regulation approved by the Parties and adopted by the governing body of the Borough of Montvale pursuant to N.J.S.A. 40:55D-1, et seq. to implement the Zoning Standards attached to this Agreement and the terms of the Agreement and specifically includes Redevelopment. The Ordinance shall permit the Final Plans to be approved without the need for variance or exception ("waiver") relief. Only those provisions of the Borough of Montvale Ordinance specifically incorporated by reference shall apply to the Sites covered by the Ordinance.

i. "PILOT" shall mean a payment in lieu of tax agreement properly adopted and implemented pursuant to N.J.S.A. 40A:12A-1 and the terms of this Agreement.

j. "Project" shall mean individually and/or collectively the KPMG Concept Plan, TOP Concept Plan, Reckitt Concept Plan and Glenview/25 Phillips Concept Plan.

k. "Reckitt Concept Plan" shall initially mean the plans attached to this Agreement as **Exhibit "E"**. The Reckitt Concept Plan attached as **Exhibit E** demonstrates one way the Reckitt Site may be developed in accordance with the Zoning Standards. The Reckitt Concept Plan may be refined, changed, or altered by the THG Developer and site plan applications shall be generally consistent with said Reckitt manner in compliance with the Zoning Standards. H & R Developer's Final Plans presented for approval shall comply with all use, density, setback, height, and number of stories limitations in the attached Zoning Standards included as **Exhibit C or Exhibit D**.

f. "Non-Appealable" shall mean that the period for appeal has expired without any appeal having been filed by any Party or that an appeal has been filed and all trial and appellate proceedings have concluded affirming all municipal actions arising from this Agreement are required to approve and implement this Agreement.

g. "Nonresidential/Commercial Use" shall mean any use permitted in any of Montvale's current non-residential and/or mixed-use zones.

h. "Ordinance" shall mean the regulation approved by the Parties and adopted by the governing body of the Borough of Montvale pursuant to N.J.S.A. 40:55D-1, et seq. to implement the Zoning Standards attached to this Agreement and the terms of the Agreement and specifically includes Redevelopment. The Ordinance shall permit the Final Plans to be approved without the need for variance or exception ("waiver") relief. Only those provisions of the Borough of Montvale Ordinance specifically incorporated by reference shall apply to the Sites covered by the Ordinance.

i. "PILOT" shall mean a payment in lieu of tax agreement properly adopted and implemented pursuant to N.J.S.A. XXXXXXXX and the terms of this Agreement.

j. "Project" shall mean individually and/or collectively the KPMG Concept Plan, TOP Concept Plan, Reckitt Concept Plan and Glenview/25 Phillips Concept Plan.

k. "Reckitt Concept Plan" shall initially mean the plans attached to this Agreement as **Exhibit "E"**. The Reckitt Concept Plan attached as **Exhibit E** demonstrates one way the Reckitt Site may be developed in accordance with the Zoning Standards. The Reckitt Concept Plan may be refined, changed, or altered by the THG Developer and site plan applications shall be generally consistent with said Reckitt

Concept Plan, as same may be revised, changed or altered by the Developer in a manner in compliance with the Zoning Standards. THG Developer's Final Plans presented for approval shall comply with all use, density, setback, height, and number of stories limitations in the attached Zoning Standards included as **Exhibit E**.

l. "Redevelopment Plan" or "RP" and/or Designation shall mean the regulation approved by the Parties and adopted by the governing body of the Borough of Montvale pursuant to N.J.S.A. 40A:12A-1 et. seq. to implement the Zoning Standards attached to this Agreement and the terms of this Agreement. The Redevelopment Plan shall permit the Final Plans to be approved without the need for variance or exception ("waiver") relief. Only those provisions of the Borough of Montvale Ordinance specifically incorporated by reference shall apply to the Sites covered by the Redevelopment Plan.

m. Required Approvals mean that each project has been zoned to allow for the development without variances or waivers and received non-appealable approvals from all governmental bodies and agencies without any appeal having been filed by any person or, if that appeal has been filed, all trial and appellate proceedings have concluded affirming the approving actions that were subject of the appeal.

n. "Shoppes at DePiero Farms" shall mean the properties designated as Block(s) 2802, Lot(s) 2, Qualifier(s) C001A and C001B.

o. "TOP or Top of the Point Concept Plan" shall initially mean the plans attached to this Agreement as **Exhibit "F"**. The TOP Concept Plan attached as **Exhibit F** demonstrates one way the TOP Site may be developed in accordance with the Zoning Standards. The TOP Concept Plan may be refined, changed, or altered by the MB VI Developer and site plan applications shall be generally consistent with said TOP Concept Plan, as may be revised, changed or altered by the Developer in a manner in compliance with the Zoning Standards. MB VI Developer's Final Plans presented for approval shall comply with all use, density, setback, height, and number of stories limitations in the attached Zoning Standards included as **Exhibit F**.

ARTICLE III - BASIC TERMS AND CONDITIONS

3.1 In the event of any legal challenges to the Required Approvals (as defined in Section 3.5), including a challenge by any third party, the Parties shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or of the Project, the Parties must negotiate in good faith with the intent to draft a mutually acceptable amended Agreement and if no amendment is promptly agreed upon, either Party may terminate this Agreement and be restored to their position and rights prior to settlement.

(a) The terms of this Agreement are conditioned upon the Court's approval of Montvale's amended overall HEFSP.

3.2 The Redevelopment Plan and/or Ordinance for each Projects' zoning entitlements shall permit the following residential densities and non-residential development, prescribed amount of commercial space and shall require the set asides described below for each applicable Project:

PROPERTY	**Total Number of Units**	**Affordable Units**
KPMG Site	250	50
TOP Site	35	0
Glenview/25 Philips Site	135	24[2]
Reckitt Site	230	35
Total	650	109

[2] 24 units replaces and includes any units which may be interpreted as remaining from the Parties prior agreement concerning the Borough's third round obligation.

Non-Residential/commercial	Up to 50,000 sf on any of the above Sites and/or the Shoppes at DePiero Farms.	

3.3 If a nonresidential/commercial use is developed on the KPMG Site or the H & R Developer elects the option to continue to use/expand any of the existing commercial uses on the KPMG Site, H & R Developer will only be required to build the 50 affordable units that may have been constructed if the site were to be developed for residential use on a portion of the KPMG Site as shown on the KPMG Concept Plan **Exhibit C**.

3.4 The Reckitt Site is currently occupied by the current owner thereof and shall continue to be occupied by such owner until at least December 31, 2028. THG Developer shall not file a site-plan application for the Reckitt Site until at least December 31, 2028.

ARTICLE IV - BASIC TERMS AND CONDITIONS

4.1 This Agreement is subject to Court approval, which may or may not require a duly noticed "Fairness Hearing" or such other proceeding determined necessary by the Court. Within seven (7) days of the date this Agreement is fully executed, counsel for the Borough shall contact the Court and seek approval of the Agreement through the appropriate mechanism. The Parties shall work together to ensure that the Court approves this Agreement by whatever procedure or measure necessary. The Borough shall promptly comply with, and be responsible for, all notice requirements as may be directed by the Court. All Parties shall have the right to approve the form of notice prior to notice being given.

4.2 In the event of any challenges to the Court's approval of this Agreement, Ordinance, RP or any Final Plan, including a challenge by any third party, the Parties shall diligently defend any such challenge and shall cooperate with each other regarding said defense, including by way of example and not limitation, any challenge concerning the

HEFSP, the Ordinance, the Redevelopment Plan or Designation,[3] this Agreement, or the approval of the Final Plans by the planning board that may be required or secured to implement this Agreement. This obligation shall include, but is not limited to, the Parties joint obligation to defend this Agreement from any objection or motion filed by FSHC or any other party/objector relating to this Agreement. In addition, if any such challenge results in a potential modification of this Agreement or of the Projects, the Parties must negotiate in good faith with the intent to draft a mutually acceptable amended Agreement. The Borough shall have no obligation to support any modification that includes an increase in density and THG Developer, H & R Developer, MB Developer and/or MB VI Developer shall have no obligation to support any modification that includes a decrease in density.

4.3 The Parties shall jointly support entry of an order approving this Agreement. If the Court declines to approve this Agreement, the Parties shall attempt, with the assistance of the Court-Appointed Special Adjudicator, to modify this Agreement. If they are unable to do so within thirty (30) days, any Party may, by written notice to all other Parties, terminate this Agreement.

ARTICLE V - OBLIGATIONS OF THE BOROUGH

5.1 Redevelopment Plans. The Borough agrees to adopt all necessary Designations and/or Redevelopment Plan(s), Ordinance(s) or otherwise rezone the Sites to permit the Concept Plans, financial agreements and PILOT documents, densities and uses described in this Agreement. The Parties acknowledge that this requirement is subject to prevailing law and requirements including public hearings and other statutory obligations which the Borough agrees to promptly complete.

5.2 Timing of Adoption. The Parties shall work collaboratively on all proposed Redevelopment Plans, Ordinances, financial agreements and PILOT documents and all entitlements shall be in place by, and no later than, June 30, 2026. Notwithstanding the foregoing, the Parties can mutually extend that deadline upon mutual agreement.

[3] This includes, by way of example and not limitation, any and all actions needed to designate the Sites as areas in need of redevelopment pursuant to N.J.S.A. 40A:12A-1 et. seq., and implement the Redevelopment Plan and all agreements required to implement the Redevelopment Plan.

5.3 Obligation to Maintain Proposed Re-Zoning of Properties. The Borough agrees to not repeal, amend or change the Redevelopment Plans or Ordinances through July 1, 2035, without H & R Developer's, THG Developer's, MB Developer's and/or MB VI Developer's prior written consent.

5.4 Obligation to Include the Proposed Projects in its HEFSP. The Borough will endorse and/or amend an HEFSP that includes the proposed Projects no later than May 30, 2026, as same may be extended by the Court. The Parties are not precluded from seeking to advance the purpose of this agreement independent of the HEFSP to the extent the HEFSP is delayed by litigation or the existing court process.

5.5 Obligation To Cooperate. The Borough acknowledges that, in order for each Developer to construct the respective Project on their Site, each Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which have jurisdiction over the Parties to this Agreement and the Projects contemplated hereby, and from (2) all relevant public entities and utilities; such as, by way of example only, the Borough, the Borough Planning Board, the County of Bergen, the Bergen County Planning Board, the Bergen County Soil Conservation District, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "Required Approvals"). The Borough agrees to use all reasonable efforts, within the limits of its jurisdiction and authority, to assist each Developer in its undertakings to obtain the Required Approvals, including but not limited to any necessary amendments to the applicable Water Quality Management Plan, Wastewater Management Plan, and/or Sewer Service Area Map to incorporate the Sites. The Borough further agrees to take all necessary, reasonable steps to ensure that the Projects obtains adequate water and sewer, including expediting all municipal written endorsements and approvals and to ensure that each Developer's sanitary sewer and potable water facilities receive all appropriate approvals from all relevant agencies and adjacent municipalities for construction and upgrading, as and if necessary, so as to be able to serve the Projects. This shall also include the Borough's obligation to cooperate and/or agree to amend or relocate any easement on the Sites at each applicable Developer's sole cost and expense. Should the Projects necessitate any upgrade to the sanitary sewer collection system serving the Projects or water distribution system serving the Projects, as determined by both the Borough and each Developer, the Developer that so agrees shall bear its pro-rata costs for same. The Borough shall only be required to expend those funds, if any, for infrastructure improvements that the Borough would be required to expend by law. The Borough reserves the right to allocate the cost of infrastructure improvements undertaken by the Borough on a pro-rata basis to the benefited property owners as may be permitted by law.

5.6 Obligation to Refrain from Imposing Cost-Generative Requirements. The Borough agrees to refrain from imposing cost-generative features as set forth in N.J.A.C. 5:93-10.1 et seq.

5.7 Pilot. This Agreement is conditioned upon a Payment in Lieu of taxes ("PILOT"), which shall be calculated at 16.5% of Annual Gross Revenue ("AGR") for thirty (30) years, on the for-sale townhomes on the KPMG, Glenview/25 Phillips and Reckitt Sites.[4][5] All other uses on all Sites (i.e. rentals, multifamily residential units, income producing uses and commercial uses, etc.) will be subject to a PILOT at 10% of AGV. A revised spreadsheet is attached to this Agreement as **Exhibit "G"** providing a projected summary and the calculation to be used in calculating the actual PILOT payments for each Site.

5.8 The Borough agrees it will undertake any and all actions that may be required to timely meet the deadlines established by this Agreement including by way of example, and not limitation, conducting special meetings.

[4] The TOP Site is not the subject of a PILOT.

[5] *"AGR" for each for sale unit or "home" shall mean the amount equal to the annual aggregate constant payments to principal and interest, which shall be calculated by assuming a loan at the Prevailing Interest Rate (as defined below) in an original amount equal to the initial sale price of the home, and if the home is sold and held by another owner thereof, the most recent true consideration paid for home in a bona fide arm's length transaction, but not less than the initial assessed valuation of the home assessed at 100% of true value. The Prevailing Interest Rate shall mean the Freddie Mac Primary Mortgage Market Survey – 30 Year Fixed Rate – Annual Average – prior year sales and prior year annual average 30-year rate at the time of the home sale, but not lower than five and one-half (5.5%) percent. Notwithstanding anything herein to the contrary, the Borough shall not issue an assessment for any common elements with the Project.*

5.9 If the Borough fails to timely adopt the RP, RP Designation, financial agreement or any other document required for the Developer to secure the Required Approvals in accordance with this Agreement, whether or not the failure was due to acts or inaction by the Borough or the planning board, the Developer that is affected by such failure may elect to:

1. Terminate this Agreement as to the particular Site(s) that the breach impacts, and the Developer that is affected by the breach and the Borough shall be restored to their respective positions as if the Agreement had not been executed by the affected Developer and the Borough.

2. Enforce the terms of the Agreement by seeking judicial intervention including, by way of example and not limitation, filing a Motion in Aid of Litigants Rights and/or requesting the Borough's loss of immunity. The prevailing party in any such enforcement action shall be reimbursed for their attorney fees and costs arising from the breach. The Borough does not waive any defenses to any such motion or proceeding.

5.10 Any Ordinance and/or RP shall preclude the Borough or the planning board, directly or indirectly from imposing any procedural or substantive requirement that adds to the burden or cost of any Project which would not be permitted by N.J.A.C. 5:93-10.

5.11 The Ordinance and/or RP shall provide that requests by the planning board for reports shall be governed by the standards and procedures set forth in N.J.A.C. 5:93-10.3. Any Ordinance and/or RP shall provide that the planning board may require submission of a stormwater management plan or flood hazard area plan but, if any Developer seeks permits that require approval of the stormwater management plan or flood hazard area plan by the New Jersey Department of Environmental Protection (NJDEP), the planning board shall not make an independent assessment of the stormwater management plan, but shall simply condition any development approvals upon approval of the stormwater management plan or flood hazard plan area by the NJDEP.

5.12 The Borough shall, through its agents, servants and/or employees, promptly (but in no event in more than fourteen (14) days) act to provide any requested information or take any requested action in connection with each Developer's request for the execution, endorsement and/or issuance of any approval, permit, any other document or signature required from the Borough or its agents, servants or employees, support or action needed to permit, or facilitate, the development of the applicable Sites or this Agreement.

5.13 Any development regulation, ordinance, conditions or restrictions affecting the Sites which are: not specifically incorporated by reference in the RP and/or Ordinance; cause a Development to require a variance or waiver; are inconsistent with, or contradict or conflict with any term or condition of this Agreement or the intent and purpose hereof shall be deemed null and void and of no further force or affect as it might otherwise apply to the Sites.

5.14 Zoning Standards. The Parties agree that the RP and/or Ordinance will permit the development of the Sites in a manner generally consistent with the Concept Plans and the Zoning Standards reflected on each of the Concept Plans (attached to this Agreement as **Exhibits B-F)** in a manner that permits the Projects to receive Final Approval without variance or waiver from any applicable ordinance in the Borough.

5.15 Uses. The Redevelopment Plan and/or Ordinance shall permit the use depicted on the Concept Plans, **Exhibits B-F** and all existing underlying uses currently permitted on each of the respective Sites, **Exhibits B-F**.

5.16 Obligation to Cooperate. The Borough acknowledges that in order for each Developer to construct its Project, each Developer will be required to obtain any and all approvals and permits from (a) entities, boards or agencies which are under the jurisdiction of the Parties to this Agreement, and from (b) all relevant public entities and utilities; such as, by way of example only, the Borough, the planning board, the County of Bergen, the Bergen County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "Required Approvals"). The Borough agrees to use all reasonable efforts to cooperate and assist each Developer in its undertakings to obtain the Required Approvals on an expedited basis provided that the taxes on the Property are current. Developer and the Borough further agree that certain underground utility easements may be required or need to be relocated on a Site to facilitate the efficient development of the Site The Borough and each affected Developer agree to execute any such easements or amendment or vacation easement, deemed acceptable to each affected Developer, in a manner which minimizes the impact upon the development potential of the Site. Each Developer has the sole discretion to relocate, at such Developer's cost and expense, any utility line if such Developer deems the relocation beneficial to the Project.

ARTICLE VI - DEVELOPER OBLIGATIONS

6.1 Obligation to File Development Applications in Accordance with this Agreement and the Redevelopment Plan(s) and/or Ordinance. After the rezoning, each Developer shall file development applications consistent with the terms of this Agreement.

6.2 Affordable Housing Requirements. Each Developer shall satisfy the affordable housing obligation required in connection with only its own respective Project by setting aside the required minimum number of units assigned to its own Site in accordance with this Agreement so that the total of up to one hundred and nine (109) family units for low- and moderate-income households (if all Projects are built) can be achieved. The affordable units shall comply with the UHAC bedroom distributions and with the FHA's very low-income (VLI)requirement (at least 13% of the affordable units shall be VLI units defined as households earning 30% or less than the region's median income). The income distributions shall apply to each bedroom distribution. The affordable units will be deed restricted for affordable housing in accordance with UHAC and shall comply with very low-, low-, and moderate-income requirements, bedroom distribution, and affirmative marketing of UHAC. Nothing in this agreement precludes the Parties from seeking relief from UHAC to the extent any development feature of a Site does not comply with UHAC as shown on the Concept Plans.

6.3 Obligation to Cooperate. Each Developer, upon full execution of this Agreement (and all successors in interest, affiliates, parties or other related entities) agrees to affirmatively support the revised HEFSP that is proposed in accordance with and consistent with this Agreement, in any hearing required for approval of the revised HEFSP. In addition, each Developer shall not challenge any subsequent Fourth Round Housing Element and Fair Share Plan or future Mount

Laurel litigation, as it relates to such Developer's Site, so long as the Parties are in compliance with the terms of this Agreement.

6.4 The Parties agree to withdraw all pending litigation concerning the numbers appeal by the Developer or Borough, the H & R Developer agrees to do so upon the transfer of title to H & R from KPMG.

6.5 This Agreement shall remain binding and in full force and affect no matter the outcome of any other litigation that seeks to invalidate part or all of the affordable housing obligation, legislation or regulation applicable to affordable housing in New Jersey.

ARTICLE VII

[Reserved]

ARTICLE VIII - MUTUAL OBLIGATIONS

8.1 Obligation to Comply with State Regulations. The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Projects, or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement. Notwithstanding the above, any Developer may request from the Planning Board de minimis exceptions sought as part of the development applications to deviate from the New Jersey Residential Site Improvement Standards ("RSIS") or waivers from Borough Site Plan Design Standards.

8.2 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the introduction and adoption of the Rezoning Ordinance, Redevelopment Plans, the required approvals, the development of the Sites consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

8.3 Notices. Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Site ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by facsimile or electronic mail. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO DEVELOPERS:

The Hekemian Group, LLC
10 Sterling Boulevard, Suite 401
Englewood, New Jersey 07631
Attn: Peter Hekemian,
Senior Managing Director

SHG Montvale MB, LLC
10 Sterling Boulevard, Suite 401
Englewood, New Jersey 07631
Attn: Peter Hekemian,
Senior Managing Director

SHG Montvale MB VI, LLC
10 Sterling Boulevard, Suite 401
Englewood, New Jersey 07631
Attn: Peter Hekemian,
Senior Managing Director

H&R Montvale, LLC
570 Commerce Boulevard
Carlstadt, New Jersey 07072
Attn: Edward Russo, President,

Chief Operating Officer

With a copy to:

Antimo A. Del Vecchio, Esq.
Beattie Padovano, LLC
200 Market Street, Suite 401
Montvale, New Jersey 07645

TO THE BOROUGH:

Borough Administrator/Municipal Clerk
Borough of Montvale
12 DePiero Drive
Montvale, New Jersey 07645

With Copies to:

Michael J. Edwards, Esq.
Surenian, Edwards, Buzak & Nolan LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE IX – MISCELLANEOUS

9.1 Severability. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

9.2 Successors Bound. The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

9.3 Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

9.4 No Modification. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

9.5 Effect of Counterparts. This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

9.6 Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

9.7 Interpretation. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

9.8 Necessity of Required Approvals. The Parties recognize that the Final Plans are required to implement the Projects provided in this Agreement, and such other actions as may be required of the planning board or Borough under this Agreement cannot be approved except on the basis of the independent reasonable judgment by the planning board and the Borough Council, as appropriate, and in accordance with the procedures established by law. However, all Parties recognize and acknowledge the applicability of the implied covenant of good faith and fair dealing which applies to this Agreement and all action or in action required by this Agreement. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, however, in accordance with procedures established by law, the planning board's judgment must not be arbitrary, capricious, or unreasonable in its consideration of the application. Similarly, nothing herein is intended to preclude any Developer from appealing any denials of or conditions imposed by the planning board in accordance with the MLUL or, subject to this Agreement, taking any other action permitted by law.

9.9 Schedules. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

9.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein. No representative, agent or employee of any party has been authorized to make any representations or promises with reference to this Agreement or to vary, alter or modify the terms hereof except as stated herein. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Parties hereto. The Parties agree that the terms of this Agreement shall control the development of the Property and shall discharge, supersede and render void all prior agreements, contracts, terms, restrictions, easements, covenants or document of any kind, whether written or oral and/or whether recorded or unrecorded, which are inconsistent with the purpose or intent of this Agreement, the Ordinance or the Final Plans.

9.11 Conflict of Interest. No member, official or employee of the Borough or the planning board shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law, absent the need to invoke the rule of necessity.

9.12 Effective Date. Anything herein contained to the contrary notwithstanding, the Effective Date of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

9.13 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

9.14 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

9.15 Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

9.16 Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

9.17 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regards to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Bergen County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

9.18 Conflicts. The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the Borough's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Property. Upon the entry of a Judgment of Compliance and Repose in the Borough's Compliance Action, and after the Compliance Action is concluded, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Approvals and this Agreement, the Approvals shall control. Any expenses of the Special Adjudicator to resolve conflicts that may arise subsequent to the entry of this Agreement shall be split evenly between the Borough and Developer.

9.19 Recitals. The recitals of this Agreement are incorporated herein and made a part hereof.

9.20 Effective Date. The effective date ("Effective Date") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement. However, the Agreement remains subject to Program/Court approval in accordance with N.J.S.A. 52:27D-304.1 and AOC Directive #14-24. Should the Borough fail adopt the Rezoning Ordinance and/or RP within the timeframe prescribed herein, subject to modification by the Program/Court, such failure shall be deemed a Default, and the Developer may petition the Program/Court for revocation of the Borough's compliance certification or institute and action for specific performance or any other relief available at law or equity

THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Attest:

Name: Douglas M. Cohen
Title:

DocuSigned by:
Susan Berchtold
3555CEBBDE16469...

Name: Susan Berchtold
Title: Executive Assistant

H&R MONTVALE, LLC

By:
Name: Peter Hekemian
Title: Co-Manager
Date May 1, 2026

DocuSigned by:
Edward Russo
8BFCFB4762FD415...

By:
Name: Edward Russo
Title: Manager
Date May 1, 2026

Attest:

Name: Douglas M. Cohen
Title:

SHG MONTVALE MB, LLC

By:
Name: Peter Hekemian
Title: Authorized Signatory
Date May 1, 2026

Attest:

Name: Douglas M. Cohen
Title:

SHG MONTVALE MB VI, LLC

By: ____________________
Name: Peter Hekemian
Title: Authorized Signatory
Date May 1, 2026

Attest:

Name: Douglas M. Cohen
Title:

THE HEKEMIAN GROUP, LLC

By: ____________________
Name: Peter Hekemian
Title: Authorized Signatory
Date May 1, 2026

Attest:

Name:
Title:

THE BOROUGH OF MONTVALE

By: ____________________
Name: MIKE GHASSALI
Title: MAYOR
Date MAY 5, 2026

EXHIBIT A

PRELIMINARY AFFORDABLE HOUSING SETTLEMENT TERM SHEET

PRELIMINARY HOUSING SETTLEMENT TERM SHEET ("*Agreement*") is made this ________day of March 2026, by and between:

BOROUGH OF MONTVALE, a municipal corporation of the State of New Jersey, County of Bergen, having an address at 12 DePiero Drive, Montvale, New Jersey 07645 (the "*Borough*" or "*Montvale*"); and

The HEKEMIAN GROUP, LLC a New Jersey limited liability company with a business address at 10 Sterling Boulevard, Suite 401, Englewood, NJ 07631 (hereinafter "THG Developer") on behalf of property owned by **25 PHILIPS PARKWAY, LLC,** a New Jersey limited liability company with a business address c/o Sebastian Capital, Inc. 417 Fifth Avenue, New York, New York 10016, (hereinafter "25 PHILIPS") and on behalf of property owned by **RECKITT BENCKISER, LLC,** a Delaware limited liability company with a business address at 199 Interpace Parkway, Parsippany, NJ 07054 (hereinafter "RB"); **H&R MONTVALE, LLC** a New Jersey limited Liability company with a business address at 10 Sterling Boulevard, Suite 401, Englewood, NJ 07631 (hereinafter "H&R Developer") on behalf of the property owned by **KPMG LLP** with a business address of 3 Chestnut Ridge Road, Montvale, New Jersey, (hereinafter "KPMG"); , **SHG MONTVALE MB, LLC,** a New Jersey limited liability company with a business address at 10 Sterling Boulevard, Suite 401, Englewood, NJ 07631 (hereinafter "MB Developer"), **SHG MONTVALE MB VI, LLC** a New Jersey limited liability company with a business address at 10 Sterling Boulevard, Suite 401, Englewood, NJ 07631 (hereinafter "MB VI Developer"); (THG, H&R, MB, and MB VI, collectively referred to as "Developer").

Collectively, the Borough and the Developer shall be referred to as the "Parties." All references to Developer shall include its successors and assigns, whether or not currently identified.

WHEREAS, Developer or its affiliate has a contractual interest or ownership interest in Block 3102, Lot 1.01 (the "KPMG" Site), Block 3201, Lot 1, (the "Reckitt" Site); a +/- 0.5 acre portion of Block 2702, Lot 1.01 Qualifier C6000 known as the "Top of the Point", Block 3201, Lot 6 (the "Glenview" Site), and Block 3201, Lot 5 (the "25 Philips Site"). Collectively, all of the sites will be referred to as the "Sites". The Glenview Site and the 25 Philips Site are adjacent sites and will be referred to jointly as "Glenview/25 Philips".

WHEREAS, the Borough voluntarily entered the Affordable Housing Dispute Resolution Program (the "*Program*"), by filing a declaratory judgment action under docket number BER-L-000503-25, in New Jersey Superior Court, in accordance with N.J.S.A. 52:27D-304.1 and AOC Directive #14-24, for the purpose of obtaining a certification of the Borough's affordable housing compliance for the Fourth Round; and,

WHEREAS, the Developer filed a challenge in the Program to the Borough's proposed Fourth Round Housing Element and Fair Share Plan ("*HEFSP*") in accordance with N.J.S.A. 52:27D-304.1 and AOC Directive #14-24; and

WHEREAS, in accordance with the Legislative intent for the Program to be an expedient and efficient mechanism to resolve affordable housing compliance challenges, the Program presided over mediated settlement negotiations and those good faith negotiations between the Parties culminated in an agreement to develop the subject Sites in a manner (a) that generated a substantial amount of affordable housing and (b) that addressed the legitimate planning concerns of the community; and

WHEREAS, more specifically, the Parties agreed to a total of, among other things, up to 650 units across the Sites, a total of which up to 109 units shall be affordable in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80- 26.1 et seq. ("UHAC") (the "Projects"); and

WHEREAS, the Borough has agreed to include the proposed Projects in its HEFSP in partial satisfaction of its Fourth Round affordable housing obligations and to adopt Redevelopment Plans and/or implementing ordinances to permit the construction of the total number of units on each Site as specified in this Agreement; and

WHEREAS, the Parties recognize and agree that this Agreement represents the outline of the general terms agreed upon and that the Parties will enter into a formal settlement agreement ("FSA") which will more specifically detail the terms of their settlement, including, without limitation, zoning standards; and

WHEREAS, the Parties agree that the Projects accord with sound land use planning on the one hand while generating a substantial amount of affordable housing on the other; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

ARTICLE I - PURPOSE

1.1 The purpose of this Agreement is for the Parties to set forth the general terms of their agreement to settle, subject to the entry of an FSA, the Developer's challenge in the Program and for the Borough to create the requisite opportunity for the construction of affordable housing in accordance with sound planning by creating zoning incentives for the Sites sufficient to generate up to one hundred and nine affordable units available to very-low-, low- and moderate-income households.

ARTICLE II - BASIC TERMS AND CONDITIONS

2.1 In the event of any legal challenges to the Required Approvals (as defined in Section 3.5), including a challenge by any third party, the Parties shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or of the Project, the Parties must negotiate in good faith with the intent to draft a mutually acceptable amended Agreement and if no amendment is promptly agreed upon, either Party may terminate this Agreement and be restored to their position and rights prior to settlement.

(a) The terms of this Agreement and the FSA are conditioned upon the Court's approval of Montvale's amended overall HEFSP.

2.2 The Project's zoning entitlements shall permit the following residential densities and non-residential development and shall require the below described set asides on each project:

PROPERTY	Total Number of Units	Affordable Units
KPMG	250	50
Top Of The Point	35	0
Glenview/25 Philips	135	24
Reckitt	230	35
Total	650	109
Non-Residential/commercial	Up to 50,000 sf on any of the above properties and/or the Shoppes at Depiero Farms.	

2.3 Developer retains the option to continue to use/ expand any of the existing commercial uses on the KPMG Site. In such an event, Developer agrees to comply with the Statewide Non-residential Development Fee Act and/or the Borough's Development Fee Ordinance, to the extent applicable.

2.4 The Reckitt Site is currently occupied. Developer shall not file a site-plan application for the Reckitt Site until at least December 31, 2028.

2.5 If a commercial use is developed on the KPMG Site, Developer is only required to pay any applicable non-residential development fee, with no further obligation to build or relocate the 50 affordable units that may have been constructed if the site developed for a residential use.

ARTICLE III - OBLIGATIONS OF THE BOROUGH

3.1 The Redevelopment Plans: The Borough agrees to adopt a redevelopment plan or otherwise rezone the Sites to permit the densities and uses described in Section 2.2 and 2.3 above.

3.2 Timing of Adoption: The Parties shall work collaboratively on all proposed redevelopment plans and all entitlements shall be in place by no later than May 31, 2026. Notwithstanding the foregoing, the Parties can mutually extend that deadline upon mutual agreement. The Parties shall agree upon any standards to be imposed on the Sites as part of the FSA. In the event that the standards cannot be agreed upon in the FSA, then this Agreement may be submitted to the SA to assist the parties in resolving the open issue(s) (which process shall conclude on April 15, 2026 unless mutually extended by the parties) or, either party may elect to terminated on three days' notice by either Party.

3.3 Obligation to Maintain Proposed Re-Zoning of Properties: The Borough agrees to not repeal, amend or change the Redevelopment Plans or Rezoning Ordinances through July 1, 2035, without Developer's prior written consent.

3.4 Obligation to Include the Proposed Projects in its a HEFSP. The Borough will endorse a HEFSP that includes the proposed Projects in its HEFSP no later than March 15, 2026.

3.5 Obligation To Cooperate: The Borough acknowledges that in order for Developer to construct the Projects on the Sites the Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which have jurisdiction over the Parties to this Agreement and the Projects contemplated hereby, and from (2) all relevant public entities and utilities; such as, by way of example only, the Borough, the Borough Planning Board, the County of Bergen, the Bergen County Planning Board, the Bergen County Soil Conservation District, the New

Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "*Required Approvals*"). The Borough agrees to use all reasonable efforts, within the limits of its jurisdiction and authority, to assist the Developer in its undertakings to obtain the Required Approvals, including but not limited to any necessary amendments to the applicable Water Quality Management Plan, Wastewater Management Plan, and/or Sewer Service Area Map to incorporate the Sites. The Borough further agrees to take all necessary, reasonable steps to ensure that the Projects obtains adequate water and sewer, including expediting all municipal written endorsements and approvals and to ensure that the Developer's sanitary sewer and potable water facilities receive all appropriate approvals from all relevant agencies and adjacent municipalities for construction and upgrading, as and if necessary, so as to be able to serve the Projects. This shall also include the Borough's obligation to cooperate and/or agree to amend or relocate any easement on the Sites. Should the Projects necessitate any upgrade to the sanitary sewer collection system serving this Projects or water distribution system serving this Project, as determined by both the Borough and Developer, the Developer shall bear all costs for same.

3.6 Obligation to Refrain from Imposing Cost-Generative Requirements. The Borough agrees to refrain from imposing cost-generative features as set forth in N.J.A.C. 5:93-10.1 et seq.

3.7 <u>PILOT</u>: This settlement is conditioned upon a Payment in Lieu of taxes, which shall be calculated at 16.5% of Annual Gross Revenue ("AGR") for 30 years, on the for-sale townhomes on the KPMG, Glenview/25 Phillips and Reckitt properties.[1] All other uses on all Sites (i.e. rentals, income producing uses and commercial uses, etc.) will be subject to a PILOT at 10% of AGV. Aa revised spreadsheet is attached to this Agreement as Exhibit B providing a projected summary and the calculation to be used in calculating the actual PILOT payments for each Site. See Exhibit B.

ARTICLE IV - DEVELOPER OBLIGATIONS

4.1 Obligation To File Development Applications in Accordance with this agreement and the Redevelopment Plan(s): After the rezoning, Developer shall file development applications consistent with the terms of this Agreement.

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[1] *"AGR" for each for sale unit or "home" shall mean the amount equal to the annual aggregate constant payments to principal and interest, which shall be calculated by assuming a loan at the Prevailing Interest Rate (as defined below) in an original amount equal to the initial sale price of the home, and if the home is sold and held by another owner thereof, the most recent true consideration paid for home in a bona fide arm's length transaction, but not less than the initial assessed valuation of the home assessed at 100% of true value. The Prevailing Interest Rate shall mean the Freddie Mac Primary Mortgage Market Survey – 30 Year Fixed Rate – Annual Average – prior year sales and prior year annual average 30-year rate at the time of the home sale, but not lower than five and one-half (5.5%) percent. Notwithstanding anything herein to the contrary, the Borough shall not issue an assessment for any common elements with the Project.*

4.2 **Affordable Housing Requirements:** Developer shall satisfy the affordable housing obligation required in connection with the Projects by setting aside up to one-hundred and nine (109) family units for low- and moderate-income households that shall comply with the UHAC bedroom distributions and with the FHA's very low-income requirement. The affordable units will be deed restricted for affordable housing in accordance with UHAC and shall comply with very-low, low-, and moderate-income requirements, bedroom distribution, and affirmative marketing of UHAC.

4.3 **Obligation To Cooperate:** Developer, if an FSA has been executed (and all successors in interest, affiliates, parties or other related entities) agrees to affirmatively support the revised HEFSP that is proposed accordance with and consistent with this Agreement, in any hearing required for approval of the revised HEFSP. In addition, Developer shall not to challenge any subsequent Housing Element and Fair Share Plan or future Mount Laurel litigation, as it relates to the Sites, so long as the Parties are in compliance with the terms of this Agreement.

4.4 Obligation to withdraw all pending litigation concerning the numbers appeal by the Developer or Borough:

4.5 This Agreement and the FSA shall remain binding and in full force and affect no matter the outcome of any other litigation that is currently pending by any of the Parties.

ARTICLE V

[Reserved]

ARTICLE VI - MUTUAL OBLIGATIONS

6.1 **Obligation To Comply with State Regulations:** The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Projects, or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement. Notwithstanding the above, the Developer may request from the Planning Board *de minimis* exceptions sought as part of the development applications to deviations from the New Jersey Residential Site Improvement Standards ("*RSIS*") or waivers from Borough Site Plan design standards.

6.2 Mutual Good Faith, Cooperation and Assistance: The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the introduction and adoption of the Rezoning Ordinance, Redevelopment Plans, the Required Approvals, the development of the Sites consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

6.3 Obligation to enter into a FSA: The Parties shall have until April 15, 2026 to enter into a FSA based upon the terms of this Agreement. Unless otherwise extended in writing by all Parties to this Agreement, if an FSA is not entered into by April 15,2026 the terms of this Agreement may be rendered null and void by either Party and the Parties shall notify the Program and the court.

6.4 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Site ("*Notice[s]*") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by facsimile or electronic mail. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO DEVELOPER:

The Hekemian Group, LLC
10 Sterling Boulevard, Suite 401
Englewood, New Jersey 07631
Attn: Douglas M. Cohen, VP,
Business & Legal Affairs
General Counsel
Phone: (201) 587-0800
Email: dc@shg.com

Russo Development
570 Commerce Boulevard
Carlstadt, New Jersey 07072
Attn: Christopher Minks
Chief Legal Officer,
General Counsel
Phone: (201) 487-5657
Email: cminks@russodevelopment.com

With a copy to:

Antimo A. Del Vecchio, Esq.
Beattie Padovano, LLC
200 Market Street, Suite 401
Montvale, New Jersey 07645
Phone: (201) 799-2107
Email: adelvecchio@beattielaw.com

TO THE BOROUGH:

Borough Administrator/Municipal Clerk
Borough of Montvale
12 DePiero Drive
Montvale, New Jersey, 07645
Phone: 201-891-4000
Email: jvoytus@montvaleboro.org

With Copies to:

Michael J. Edwards, Esq.
Surenian, Edwards, Buzak & Nolan LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
Phone: (732) 612-3100
Email: MJE@Surenian.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE VII - MISCELLANEOUS

7.1 **Necessity of Required Approvals:** The Parties recognize that the site plan and other approvals required to implement the Projects provided in this Agreement, and such other actions as may be required of the Borough Planning Board under this Agreement, cannot be approved except in accordance with their duties and the procedures established by law. Subject to the terms and limitations of this Agreement, including but not limited to section 3.6 hereof, nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, it being understood that any such action shall be in accordance with procedures established by law. The Parties acknowledge and agree that any failure to act or unreasonable delays that contravene procedures established by law, the MLUL, and agreed by the Parties herein or by the Planning Board constitute a default of the Agreement.

7.2 **Default.** In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived in writing by all of the other Parties for whose benefit such obligation is intended, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within thirty (30) days or such reasonable period of time as may be appropriate. In the event the defaulting Party fails to cure within thirty (30) days or such reasonable period of time as may be appropriate, the Party for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available, and/or a return to status quo ante relative to immunity and pursuing builder's remedy lawsuits and/or divestment of the Planning Board over site plan review, and appointment of a Special Hearing Officer to conduct site plan review.

7.3 **Severability:** If any provision is held invalid, the remainder of the Agreement shall continue in full force unless the invalid provision materially frustrates the purpose of the Agreement.

7.4 **Successors Bound:** The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors, affiliates and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Sites which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors, affiliates, and assigns.

7.5 **Disclaimer of Liability:** It is understood and agreed that this is a compromise and settlement of disputed claims, and that nothing in this Agreement shall be construed as an admission of liability on the part of the Parties, or any of the Parties' current or former elected and appointed officials, agents, representatives, employees, officers, directors, parents, subsidiaries, affiliates, attorneys and independent contractors, all of whom expressly deny any such liability.

7.6 **Governing Law:** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

7.7 **No Modification:** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

7.8 **Effect of Counterparts:** This Agreement may be executed simultaneously in one or more facsimile or PDF counterparts, each of which shall be deemed an original. Any facsimile or PDF counterpart forthwith shall be supplemented by the delively of an original counterpart pursuant to the terms for notice set forth in this Agreement.

7.9 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement.

7.10 Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

7.11 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided.

7.12 Effective Date: The effective date ("*Effective Date*") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement; however, the Agreement remains subject to Program/Court approval in accordance with N.J.S.A. 52:27D-304.1 and AOC Directive #14-24. Should the Borough fail adopt the Rezoning Ordinance within the timeframe prescribed herein, subject to modification by the Program/Court, such failure shall be deemed a Default, and the Developer may petition the Program/Court for revocation of the Borough's compliance certification or institute and action for specific performance or any other relief available at law or equity.

7.13 Waiver: The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

7.14 Captions: The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

7.15 Construction, Resolution of Disputes: Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Bergen County. Service of any complaint may be affected consistent with the terms hereof for the delivery of Notices. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

7.16 Recitals. The recitals of this Agreement are incorporated by reference.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

THE HEKEMIAN GROUP, LLC on behalf of property owned by

Attest:

25 PHILIPS PARKWAY, LLC and RECKITT BENKISER, LLC

Name: Douglas M. Cohen
~~Title:~~

By: ______________________
Name: Peter Hekemian
Title: Authorized Signatory
Date March 24, 2026

Attest:

H&R MONTVALE, LLC on behalf of Property owned by KPMG LLP

Name: Douglas M. Cohen
~~Title:~~

By: ______________________
Name: Peter Hekemian
Title: Authorized Signatory
Date March 24, 2026

Name: SUSAN Berchtold
Title: Executive Assistant

By: ______________________
Name: Edward Russo
Title: Manager
Date March 25, 2026

Attest:

SHG MONTVALE MB, LLC

Name: Douglas M. Cohen
~~Title:~~

By: ______________________
Name: Peter Hekemian
Title: Authorized Signatory
Date March 24, 2026

Attest:

Name: Douglas M. Cohen
~~**Title:**~~

SHG MONTVALE MB VI, LLC

By: [signature]
Name: Peter Hekemian
Title: Authorized Signatory
Date March 2nd, 2026

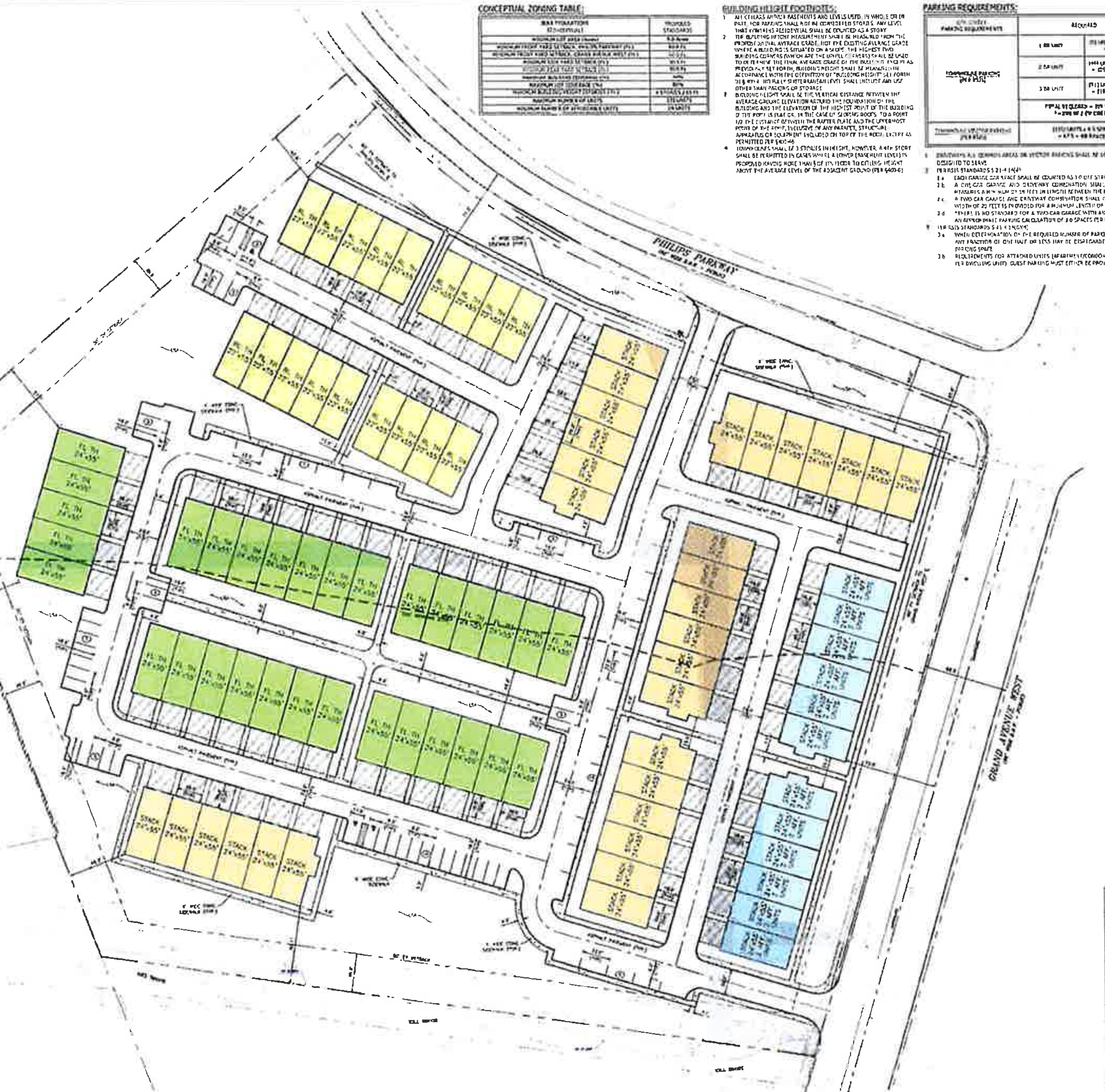
Attest:

Name:
Title:

THE BOROUGH OF MONTVALE

By:____________________________
Name:
Title:
Date _________, **2026**

EXHIBIT B



PROJECT NOTES:

UNIT SUMMARY TABLE:

STACKED TOWNHOUSE UNITS = 86
FRONT LOAD TOWNHOUSE UNITS = 31
REAR LOAD TOWNHOUSE UNITS = 18
TOTAL UNIT COUNT = 135 UNITS

MARKET RATE UNITS = 111
AFFORDABLE UNITS = 24
TOTAL UNITS = 135

LEGEND

GRAPHIC SCALE

L2A LAND DESIGN LLC

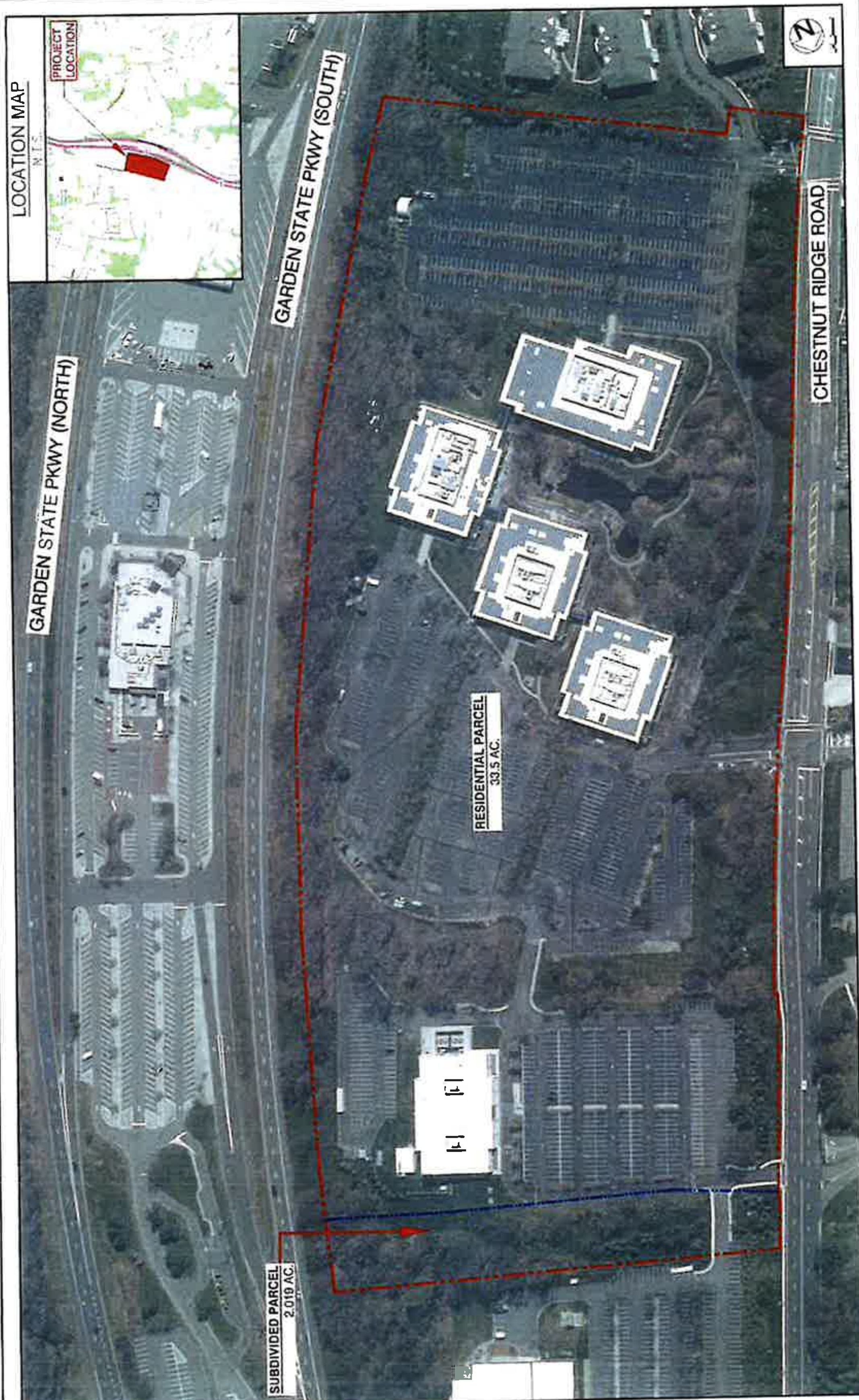
CONCEPT

PROPOSED TOWNHOUSE DEVELOPMENT

CONCEPT PLAN - 5

CP-05

EXHIBIT C



AERIAL - SITE

CSP-27

Date: 4/2/26

PROPOSED REDEVELOPMENT AT

3 & 51 CHESTNUT RIDGE ROAD

BOROUGH OF MONTVALE, BERGEN COUNTY, NEW JERSEY

The Hekemian Group

RUSSO

PROJECT DATA

ZONE: OR2 - OFFICE AND RESEARCH DISTRICT
BLOCKS: 2701 LOTS: 1, 2
3102 1

PROPERTY AREA		
RESIDENTIAL PARCEL	33.500 AC.	1,459,260 S.F.
SUBDIVIDED PARCEL	2.019 AC.	87,948 S.F.
TOTAL	35.519 AC.	1,547,208 S.F.

RESIDENTIAL PARCEL SETBACKS	PROPOSED
GARDEN STATE PARKWAY (PROPERTY LINE)	50'
CHESTNUT RIDGE ROAD (CENTERLINE)	100'
SIDE YARD (NORTH)	145'
SIDE YARD (NORTH - SUBDIVISION LINE)	30'
SIDE YARD (SOUTH)	65'
BUILDING HEIGHT:	45'
BUILDING COVERAGE:	35%
IMPERVIOUS COVERAGE:	50%

TOWNHOMES			
A - STACKED REAR LOADED - AFFORDABLE	(3/MODULE - 24X55)	(BLDGS. A2 - 5 & 7-11)	50 UNITS
A - STACKED REAR LOADED - M.R.	(2/MODULE - 24X55)	(BLDGS. A1 - A11)	68 UNITS
B - CONVENTIONAL REAR LOADED - M.R.	(1/MODULE - 24X46)	(BLDGS. B1 - B5)	23 UNITS
C - CONVENTIONAL FRONT LOADED - M.R.	(1/MODULE - 24X47)	(BLDGS. C1 - C24)	109 UNITS
TOTAL			250 UNITS

PARKING PROVIDED	
GARAGE	200 SPACES
DRIVEWAY	200 SPACES
SURFACE	213 SPACES
TOTAL (2.39/UNIT)	612 SPACES

CLUBHOUSE (BUILDING 1) 8,688 S.F.

PARKING PROVIDED 32 SPACES
(3.62 SPACES/1000 S.F.)

LOCATION MAP

N.T.S.

PROPOSED REDEVELOPMENT AT

3 & 51 CHESTNUT RIDGE ROAD

BOROUGH OF MONTVALE, BERGEN COUNTY, NEW JERSEY

RUSSO

The Hekemian Group

CONCEPTUAL SITE PLAN

CSP-27

Date: 4/2/26

PROJECT DATA

ZONE: OR2 - OFFICE AND RESEARCH DISTRICT
BLOCKS: 2701 LOTS: 1, 2
3102 1

PROPERTY AREA		
RESIDENTIAL PARCEL	33.500 AC.	1,459,260 S.F.
SUBDIVIDED PARCEL	2.019 AC.	87,948 S.F.
TOTAL	35.519 AC.	1,547,208 S.F.

RESIDENTIAL PARCEL SETBACKS	PROPOSED
GARDEN STATE PARKWAY (PROPERTY LINE)	50'
CHESTNUT RIDGE ROAD (CENTERLINE)	100'
SIDE YARD (NORTH)	145'
SIDE YARD (NORTH - SUBDIVISION LINE)	30'
SIDE YARD (SOUTH)	65'
BUILDING HEIGHT:	45'
BUILDING COVERAGE:	35%
IMPERVIOUS COVERAGE:	50%

TOWNHOMES			
A - STACKED REAR LOADED - AFFORDABLE	(3/MODULE - 24'X55')	(BLDGS. A2 - 5 & 7-11)	50 UNITS
A - STACKED REAR LOADED - M.R.	(2/MODULE - 24'X55')	(BLDGS. A1 - A11)	68 UNITS
B - CONVENTIONAL REAR LOADED - M.R.	(1/MODULE - 24'X46')	(BLDGS. B1 - B5)	23 UNITS
C - CONVENTIONAL FRONT LOADED - M.R.	**(1/MODULE - 24'X47')**	**(BLDGS. C1 - C24)**	**109 UNITS**
TOTAL			**250 UNITS**

PARKING PROVIDED	
GARAGE	200 SPACES
DRIVEWAY	200 SPACES
SURFACE	213 SPACES
TOTAL (2.39/UNIT)	612 SPACES

CLUBHOUSE (BUILDING 1)	8,688 S.F.
PARKING PROVIDED	32 SPACES (3.62 SPACES/1000 S.F.)

LOCATION MAP

N.T.S.

The Hekemian Group

PROPOSED REDEVELOPMENT AT
3 & 51 CHESTNUT RIDGE ROAD
BOROUGH OF MONTVALE, BERGEN COUNTY, NEW JERSEY

GROUND FLOOR SITE PLAN
CSP-27
Date: 4/2/26

EXHIBIT D

PROJECT DATA

ZONE: OR2 - OFFICE AND RESEARCH DISTRICT
BLOCKS: 2701 LOTS: 1, 2
3102 1

PROPERTY AREA		
RESIDENTIAL PARCEL	33.500 AC.	1,459,260 S.F.
SUBDIVIDED PARCEL	2.019 AC.	87,948 S.F.
TOTAL	35.519 AC.	1,547,208 S.F.

MAXIMUM HEIGHT (3 STORIES): 45 FT
F.A.R.: 35%
MAXIMUM LOT COVERAGE: 50%

DATA CENTER	
GROUND FLOOR AREA:	322,822 S.F.
CAR PARKING:	120 SPACES
TRUCK PARKING:	4 DOCKS

AFFORDABLE HOUSING (aa & ab - COAH)	GRND	2ND	3RD	TOTAL %
1-B.R. COAH	2	4	4	10 (20%)
2-B.R. COAH	4	12	14	30 (60%)
3-B.R. COAH	8	2	0	10 (20%)
TOTAL	14	18	18	50 UNITS

PARKING (SURFACE):	(2.06/UNIT)	103 SPACES

LOCATION MAP

N.I.S.

PROPOSED DATA CENTER AT

3 & 51 CHESTNUT RIDGE ROAD

BOROUGH OF MONTVALE, BERGEN COUNTY, NEW JERSEY

RUSSO

The Hekemian Group

CONCEPTUAL SITE PLAN

CSP-30

Date: 4/7/26

PROJECT DATA

ZONE: OR2 - OFFICE AND RESEARCH DISTRICT
BLOCKS: 2701 LOTS: 1, 2
3102 1

PROPERTY AREA

RESIDENTIAL PARCEL	33.500 AC.	1,459,260 S.F.
SUBDIVIDED PARCEL	2.019 AC.	87,948 S.F.
TOTAL	35.519 AC.	1,547,208 S.F.

MAXIMUM HEIGHT (3 STORIES): 45 FT
F.A.R.: 35%
MAXIMUM LOT COVERAGE: 50%

DATA CENTER
GROUND FLOOR AREA: 322,822 S.F.

CAR PARKING: 120 SPACES
TRUCK PARKING: 4 DOCKS

AFFORDABLE HOUSING (aa & ab - COAH)

	GRND	2ND	3RD	TOTAL %
1-B.R. COAH	2	4	4	10 (20%)
2-B.R. COAH	4	12	14	30 (60%)
3-B.R. COAH	8	2	0	10 (20%)
TOTAL	14	18	18	50 UNITS

PARKING (SURFACE): (2.06/UNIT) 103 SPACES

LOCATION MAP

N.T.S.

PROPOSED DATA CENTER AT

3 & 51 CHESTNUT RIDGE ROAD

BOROUGH OF MONTVALE, BERGEN COUNTY, NEW JERSEY

The Hekemian Group

RUSSO

AERIAL SITE OVERLAY

CSP-30

Date: 4/7/26

EXHIBIT E

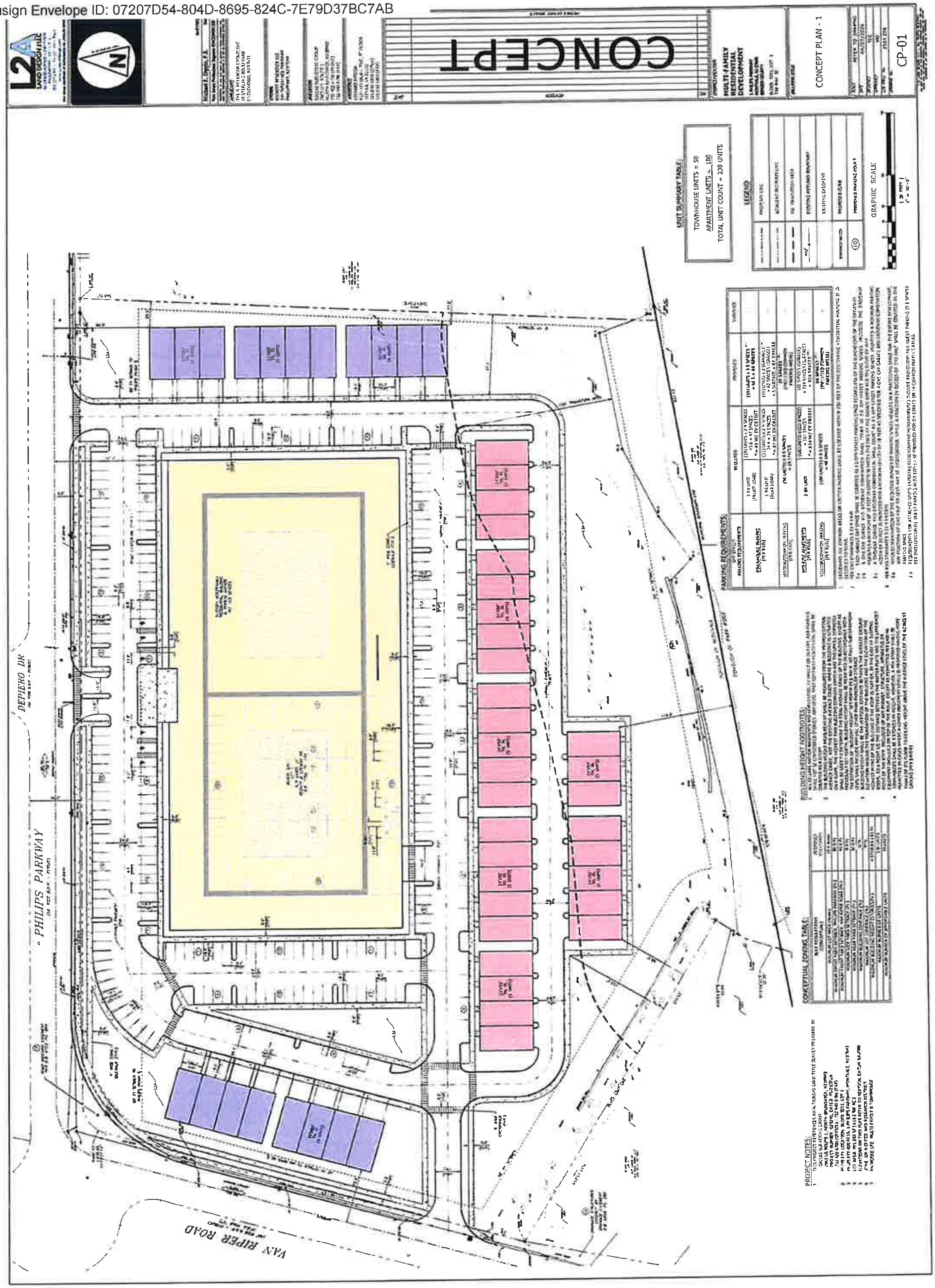
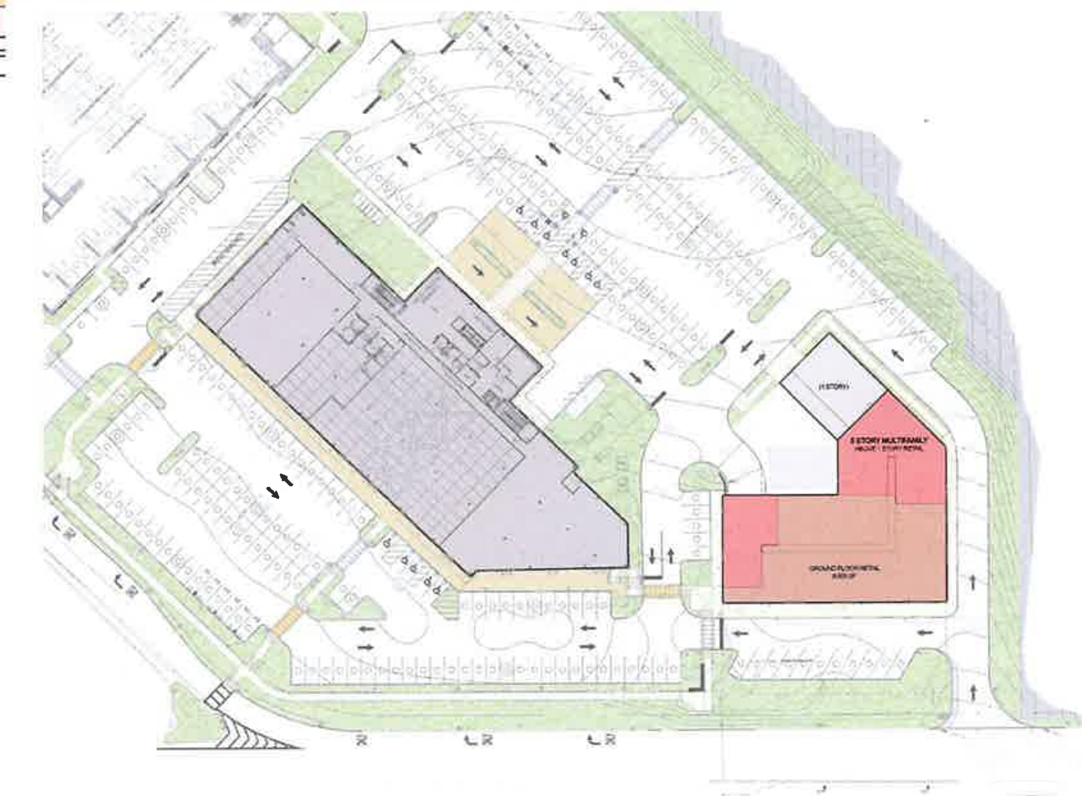

CONCEPT
MULTI-FAMILY RESIDENTIAL DEVELOPMENT
CONCEPT PLAN - 1
CP-01
UNIT SUMMARY TABLE
TOWNHOUSE UNITS = 50
APARTMENT UNITS = 100
TOTAL UNIT COUNT = 230 UNITS
LEGEND
GRAPHIC SCALE
PARKING REQUIREMENTS
BUILDING HEIGHT FOOTNOTES:
CONCEPTUAL ZONING TABLE
PROJECT NOTES:
DEPIERO DR
PHILIPS PARKWAY
VAN RIPER ROAD

EXHIBIT F

		STORIES	PARKING REQUIRED	PARKING PROVIDED
MULTIFAMILY 5 Stories (Concrete) + Podium	13,712 sf (5F) + 34,864 sf (1F) = 67,424 SSF (Ave: 1,458 sf / unit)	6 STORIES	1.9 SP/ UNIT = 67 SP - 10% EV	GARAGE=71 SP
RETAIL				
TOTAL				
TOTAL SITE AREA:				



lessard DESIGN
8521 LEESBURG PIKE, SUITE 700, VIENNA, VA 22182

SITE PLAN

SITE PLANING

S HEKEMIAN

"TOP OF THE POINT" MONTVALE, NJ

THE S. HEKEMIAN GROUP

A.0

lessard DESIGN
9521 LEESBURG PIKE, SUITE 700, VIENNA, VA 22182
P 571 830 1800 | F 571 830 1801 | LESSARDDESIGN.COM

LEVEL P1

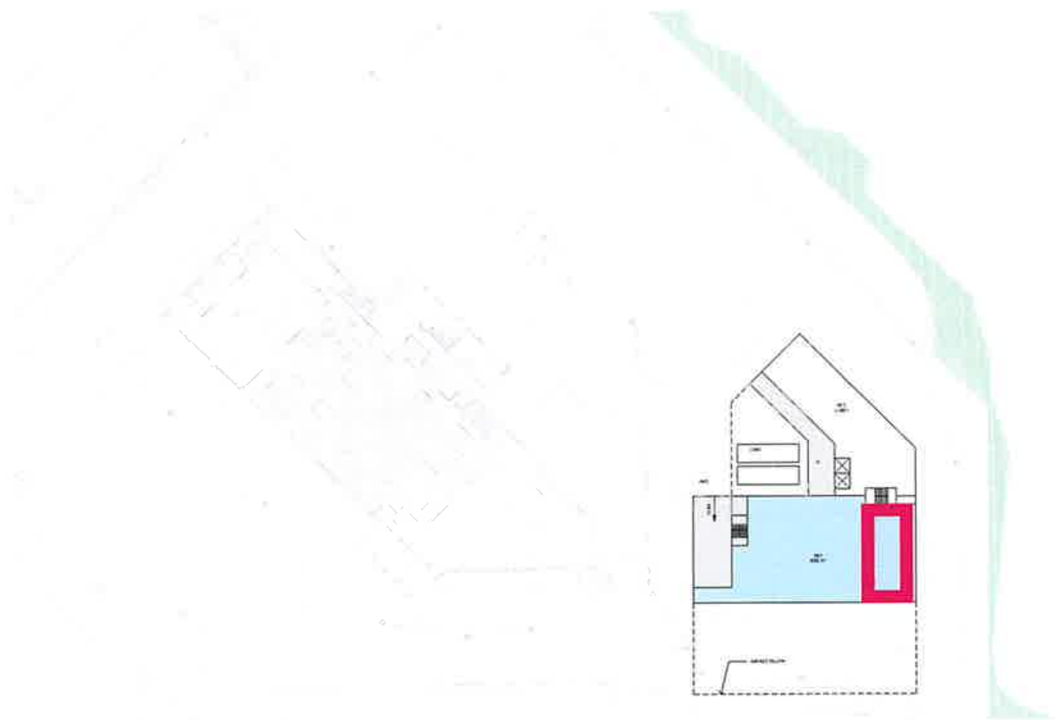
SITE PLANING

S HEKEMIAN

"TOP OF THE POINT" MONTVALE, NJ

THE S. HEKEMIAN GROUP

A.1



lessard DESIGN
8521 LEESBURG PIKE, SUITE 700 VIENNA, VA 22182

LEVEL G1

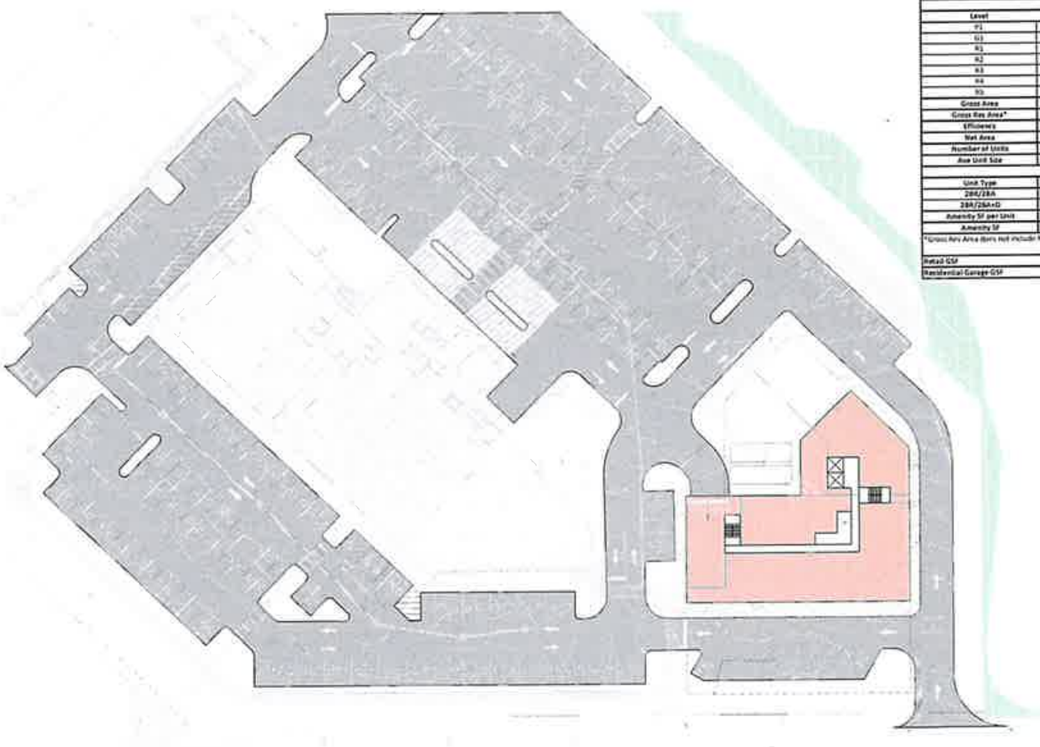
SITE PLANING

S HEKEMIAN

"TOP OF THE POINT" MONTVALE, NJ

THE S. HEKEMIAN GROUP

A.2



Montvale Top of the Point				
Residential Tabulations				
Construction: Concrete; 5 stories Res over 1 story Retail/ Lobby; 1 level below grade parking				
Level	SF	FTF	Bldg Height	
P1	20,279	12'-0"	64'-0"	
G1	14,066	14'-0"		
R1	13,712	10'-0"		
R2	13,712	10'-0"		
R3	13,712	10'-0"		
R4	13,712	10'-0"		
R5	13,712	10'-0"		
Gross Area	82,526			
Gross Res Area*	71,460			
Efficiency	83.0%			
Net Area	60,368			
Number of Units	35			
Ave Unit Size	1,743			
Unit Type	Unit Mix	Number Units	Ave Unit Size	Unit Net Area
2BR/2BA	60.0%	21	1,400	29,400
2BR/2BA+D	40.0%	14	2,000	28,000
Amenity SF per Unit	143			
Amenity SF	5,000			
*Gross Res Area does not include Retail or G1 level				
Retail GSF				8,850
Residential Garage GSF				27,760

SHG reserve the right to eliminate the below grade parking, replace the ground floor retail with a parking podium, and adjust the surrounding surface areas to provide additional outdoor surface stalls that would be reserved for condominium owners.

EXHIBIT G

Annual PILOT Revenue Projections, Prepared for the Borough of Montvale

Date Prepared: *02/24/2026*

	Annual PILOT Revenue	
Site	**No Data Center**	**Data Center**
Reckitt, Apartments	$1,246,906	$1,246,906
Reckitt, Retail	$225,000	$225,000
1 Glenview / 25 Phillips, Townhouses	$1,717,627	$1,717,627
KPMG, Townhouses	$3,149,580	$0
KPMG, Data Center	$0	$931,749
Totals	**$6,339,113**	**$4,121,282**

Location: Montvale
Last Revised: 2/6/26

Urban Renewal Entity Rent Assumptions

Building SF	296,000	Core/Shell Cost	$136,943,047
Rent NNN (yr 4)	$ 30.79	Rent Constant	5.20%
Full Base Yr NNN Rent	$ 9,112,461	Lease Term	30
		Cost per SF	$ 462.65

Current Model Estimate of 2024 Valuation

2024 Estimated OAT	$ 2,133,197.44
Equalization Ratio	0.7813
Tax Rate	0.02515
Effective Tax Rate	0.019649695
Assessed Value	$ 108,561,351

% of Facility Built-Out	Year	Adjusted Pilot % Rate	Rent ESC	Gross Rev. Est.	PILOT Revenue ASC	OAT Estimate (applying Twp methodology to URE Cost)	Applicable % of OAT (Statutory Test)	ASC as % of OAT	ASC (i.e., PILOT %-based or as % of OAT (Statutory Test)*	Final Per SF
50%	Year 1	10.00%	Ramp Up	$ 4,556,231	$ 455,623	$ 2,060,083.00	0%	$ -	$ 455,623	$ 1.54
60%	Year 2	10.00%		$ 5,467,477	$ 546,748	$ 2,101,284.66	0%	$ -	$ 546,748	$ 1.85
70%	Year 3	10.00%		$ 6,378,723	$ 637,872	$ 2,143,310.35	0%	$ -	$ 637,872	$ 2.15
100%	Year 4	10.00%		$ 9,112,461	$ 911,246	$ 2,186,176.56	0%	$ -	$ 911,246	$ 3.08
	Year 5	10.00%	2.75%	$ 9,317,492	$ 931,749	$ 2,229,900.09	0%	$ -	$ 931,749	$ 3.15
	Year 6	10.00%	2.75%	$ 9,527,135	$ 952,714	$ 2,274,498.09	0%	$ -	$ 952,714	$ 3.22
	Year 7	10.00%	2.75%	$ 9,741,496	$ 974,150	$ 2,319,988.06	0%	$ -	$ 974,150	$ 3.29
	Year 8	10.00%	2.75%	$ 9,960,680	$ 996,068	$ 2,366,387.82	0%	$ -	$ 996,068	$ 3.37
	Year 9	10.00%	2.75%	$ 10,184,795	$ 1,018,479	$ 2,413,715.57	0%	$ -	$ 1,018,479	$ 3.44
	Year 10	10.00%	2.75%	$ 10,413,953	$ 1,041,395	$ 2,461,989.88	0%	$ -	$ 1,041,395	$ 3.52
	Year 11	10.00%	2.75%	$ 10,648,267	$ 1,064,827	$ 2,511,229.68	0%	$ -	$ 1,064,827	$ 3.60
	Year 12	10.00%	2.75%	$ 10,887,853	$ 1,088,785	$ 2,561,454.28	0%	$ -	$ 1,088,785	$ 3.68
	Year 13	10.00%	2.75%	$ 11,132,829	$ 1,113,283	$ 2,612,683.36	0%	$ -	$ 1,113,283	$ 3.76
	Year 14	10.00%	2.75%	$ 11,383,318	$ 1,138,332	$ 2,664,937.03	0%	$ -	$ 1,138,332	$ 3.85
	Year 15	10.00%	2.75%	$ 11,639,443	$ 1,163,944	$ 2,718,235.77	0%	$ -	$ 1,163,944	$ 3.93
	Year 16	10.00%	2.75%	$ 11,901,330	$ 1,190,133	$ 2,772,600.48	20%	$ 554,520.10	$ 1,190,133	$ 4.02
	Year 17	10.00%	2.75%	$ 12,169,110	$ 1,216,911	$ 2,828,052.49	20%	$ 565,610.50	$ 1,216,911	$ 4.11
	Year 18	10.00%	2.75%	$ 12,442,915	$ 1,244,292	$ 2,884,613.54	20%	$ 576,922.71	$ 1,244,292	$ 4.20
	Year 19	10.00%	2.75%	$ 12,722,881	$ 1,272,288	$ 2,942,305.81	20%	$ 588,461.16	$ 1,272,288	$ 4.30
	Year 20	10.00%	2.75%	$ 13,009,145	$ 1,300,915	$ 3,001,151.93	20%	$ 600,230.39	$ 1,300,915	$ 4.39
	Year 21	10.00%	2.75%	$ 13,301,851	$ 1,330,185	$ 3,061,174.97	40%	$ 1,224,469.99	$ 1,330,185	$ 4.49
	Year 22	10.00%	2.75%	$ 13,601,143	$ 1,360,114	$ 3,122,398.47	40%	$ 1,248,959.39	$ 1,360,114	$ 4.59
	Year 23	10.00%	2.75%	$ 13,907,169	$ 1,390,717	$ 3,184,846.44	60%	$ 1,910,907.86	$ 1,910,908	$ 6.46
	Year 24	10.00%	2.75%	$ 14,220,080	$ 1,422,008	$ 3,248,543.37	60%	$ 1,949,126.02	$ 1,949,126	$ 6.58
	Year 25	10.00%	2.75%	$ 14,540,032	$ 1,454,003	$ 3,313,514.23	60%	$ 1,988,108.54	$ 1,988,109	$ 6.72
	Year 26	10.00%	2.75%	$ 14,867,182	$ 1,486,718	$ 3,379,784.52	60%	$ 2,027,870.71	$ 2,027,871	$ 6.85
	Year 27	10.00%	2.75%	$ 15,201,694	$ 1,520,169	$ 3,447,380.21	60%	$ 2,068,428.13	$ 2,068,428	$ 6.99
	Year 28	10.00%	2.75%	$ 15,543,732	$ 1,554,373	$ 3,516,327.81	60%	$ 2,109,796.69	$ 2,109,797	$ 7.13
	Year 29	10.00%	2.75%	$ 15,893,466	$ 1,589,347	$ 3,586,654.37	60%	$ 2,151,992.62	$ 2,151,993	$ 7.27
	Year 30	10.00%	2.75%	$ 16,251,069	$ 1,625,107	$ 3,658,387.46	80%	$ 2,926,709.97	$ 2,926,710	$ 9.89
	30 yr Total			$ 349,924,950	$ 34,992,495			$ 22,492,115	$ 40,082,993	
	30 yr NPV			$ 141,396,314	$ 14,139,631				$ 15,202,211	

* Reflects the 95% of ASC, plus the 2% administrative fee, payable to the Township, but does not reflect land tax.

30-Year PILOT Projection

KPMG Site

Montvale, NJ

Prepared for: Borough of Montvale

Last Revised: 12/22/2025

	Notes	Totals (2027-2056)	Cross Ref	Construction Starts Year 1 2027	Year 2 2028	Year 3 2029	Construction Finishes Year 4 2030	All Units Sold Year 5 2031
Development Program								
Townhomes								
Total Units	Assumes mix of stacked and conventional townhome units.	n/a	n/a	250	250	250	250	250
Units Completed/Sold	Assumes KPMG purchase in early 2026, approvals granted by late 2026, horizontal improvements are completed in mid 2027, vertical construction starts in fall 2027, and vertical construction is completed in 2030.	n/a	n/a	25	88	175	238	250
Townhomes Projected Average Unit Sale Price	Assumes average sale price between stacked and conventional market rate townhome units is $1,100,000 in 2026 dollars and $250,000 for affordable units with 2% annual growth thereafter.	n/a	n/a	$ 930,000	$ 948,600	$ 967,572	$ 986,923	$ 1,006,662
Townhomes Aggregate Sales	This equals the average unit sale price multiplied by the aggregate units completed and occupied increased by 2% per year.	n/a	n/a	$ 23,250,000	$ 83,002,500	$ 169,325,100	$ 234,394,317	$ 251,665,477
Townhomes Aggregate Hypothetical Mortgage Payments/ASC	Assumes 6.5% mortgage rate per the Financial Agreement which is the Freddie Mac Primary Mortgage Market Survey Rate as of 12/8/25	n/a	n/a	$ 1,763,470	$ 6,295,587	$ 12,842,998	$ 17,778,378	$ 19,088,364
Townhomes-ASC Rate	16.5% ASC Rate	n/a	n/a	16.50%	16.50%	16.50%	16.50%	16.50%
Townhomes-ASC Total		**$ 112,431,485**	**$ -**	**$ 290,973**	**$ 1,038,772**	**$ 2,119,095**	**$ 2,933,432**	**$ 3,149,580**
Pre-development Real Estate Taxes (land only)								
Block 3102 Lot 1.01	$18.245m assessment, $2.515 tax rate for 2024 grown 6% to 2027 dollars	$ 19,732,048	$ -	$ 486,393	$ 496,121	$ 506,044	$ 516,165	$ 526,488
Total Pre-Redevelopment Taxes (land only)		**$ 19,732,048**	**$ -**	**$ 486,393**	**$ 496,121**	**$ 506,044**	**$ 516,165**	**$ 526,488**
Pre-development Real Estate Taxes (land + improvements)								
Block 3102 Lot 1.01	$35m assessment, $2.515 tax rate for 2024 grown 6% to 2027 dollars	$ 37,852,655	$ -	$ 933,065	$ 951,726	$ 970,761	$ 990,176	$ 1,009,980
Total Pre-Redevelopment Taxes (land + improv)		**$ 37,852,655**	**$ -**	**$ 933,065**	**$ 951,726**	**$ 970,761**	**$ 990,176**	**$ 1,009,980**

Total Pre-Redevelopment Taxes		$ 4,319,567	$ -	$ 106,477	$ 108,607	$ 110,779	$ 112,994	$ 115,254
County Share		$ 10,400,073	$ -	$ 256,361	$ 261,488	$ 266,718	$ 272,052	$ 277,493
Regional School Share		$ 13,365,073	$ -	$ 329,446	$ 336,037	$ 342,758	$ 349,613	$ 356,605
District School Share		$ 9,767,942	$ -	$ 240,779	$ 245,595	$ 250,506	$ 255,517	$ 260,627
Municipal Share		$ 37,852,655	$ -	$ 933,065	$ 951,726	$ 970,761	$ 990,176	$ 1,009,980
Total Pre-Redevelopment Taxes		$ 106,533,487	$ -	$ -	$ 986,833	$ 2,013,140	$ 2,786,761	$ 2,992,101
95% of PILOT Revenue (Municipal Share)		$ 83,970,700	$ -	$ -	$ 405,202	$ 1,419,876	$ 2,181,631	$ 2,374,869
Net Revenue Over Existing Total District School/Municipal Taxes		$ 102,226,267	$ -	$ -	$ 1,442,438	$ 1,884,593	$ 2,655,643	$ 2,858,361
Net Revenue Over Existing Land District School/Municipal Taxes								

Montvale 2024 Tax Rates Splits

Item	Rate Per $100
County	$ 0.274
County Open Space	$ 0.013
District School Share	$ 0.888
Regional School Share	$ 0.691
Municipal	$ 0.599
Municipal Open Space	$ 0.010
Fire District	$ -
Municipal-Library	$ 0.040
Total	$ 2.515

Tax Splits

County Share	11%	$ 12,598.32
Municipal Share	26%	
District School Share	35%	
Regional School Share	27%	
Total	100%	

FMV Analysis

Land Assessment	$ 18,245,000
Equalization Ratio	78.13%
FMV (land only)	$ 23,352,105
Land Assessment	$ 35,000,000
Equalization Ratio	78.13%
FMV (land + improv)	$ 44,797,133

Year 6 2032	Year 7 2033	Year 8 2034	Year 9 2035	Year 10 2036	Year 11 2037	Year 12 2038	Year 13 2039	Year 14 2040	Year 15 2041	Year 16 2042	Year 17 2043	Year 18 2044
250	250	250	250	250	250	250	250	250	250	250	250	250
250	250	250	250	250	250	250	250	250	250	250	250	250
$ 1,026,795	$ 1,047,331	$ 1,068,278	$ 1,089,643	$ 1,111,436	$ 1,133,665	$ 1,156,338	$ 1,179,465	$ 1,203,054	$ 1,227,115	$ 1,251,658	$ 1,264,174	$ 1,276,816
$ 256,698,787	$ 261,832,762	$ 267,069,418	$ 272,410,806	$ 277,859,022	$ 283,416,203	$ 289,084,527	$ 294,866,217	$ 300,763,542	$ 306,778,812	$ 312,914,389	$ 319,172,676	$ 325,556,130
$ 19,470,131	$ 19,859,534	$ 20,256,725	$ 20,661,859	$ 21,075,096	$ 21,496,598	$ 21,926,530	$ 22,365,061	$ 22,812,362	$ 23,268,609	$ 23,733,981	$ 24,208,661	$ 24,692,834
16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%
$ 3,212,572	$ 3,276,823	$ 3,342,360	$ 3,409,207	$ 3,477,391	$ 3,546,939	$ 3,617,877	$ 3,690,235	$ 3,764,040	$ 3,839,321	$ 3,916,107	$ 3,994,429	$ 4,074,318
$ 537,018	$ 547,758	$ 558,713	$ 569,887	$ 581,285	$ 592,911	$ 604,769	$ 616,865	$ 629,202	$ 641,786	$ 654,622	$ 667,714	$ 681,068
$ 537,018	$ 547,758	$ 558,713	$ 569,887	$ 581,285	$ 592,911	$ 604,769	$ 616,865	$ 629,202	$ 641,786	$ 654,622	$ 667,714	$ 681,068
$ 1,030,179	$ 1,050,783	$ 1,071,798	$ 1,093,234	$ 1,115,099	$ 1,137,401	$ 1,160,149	$ 1,183,352	$ 1,207,019	$ 1,231,159	$ 1,255,783	$ 1,280,898	$ 1,306,516
$ 1,030,179	$ 1,050,783	$ 1,071,798	$ 1,093,234	$ 1,115,099	$ 1,137,401	$ 1,160,149	$ 1,183,352	$ 1,207,019	$ 1,231,159	$ 1,255,783	$ 1,280,898	$ 1,306,516

$ 117,559	$ 119,910	$ 122,309	$ 124,755	$ 127,250	$ 129,795	$ 132,391	$ 135,039	$ 137,739	$ 140,494	$ 143,304	$ 146,170	$ 149,094
$ 283,043	$ 288,704	$ 294,478	$ 300,368	$ 306,375	$ 312,503	$ 318,753	$ 325,128	$ 331,630	$ 338,263	$ 345,028	$ 351,929	$ 358,967
$ 363,737	$ 371,012	$ 378,432	$ 386,001	$ 393,721	$ 401,595	$ 409,627	$ 417,820	$ 426,176	$ 434,700	$ 443,394	$ 452,262	$ 461,307
$ 265,839	$ 271,156	$ 276,579	$ 282,111	$ 287,753	$ 293,508	$ 299,378	$ 305,366	$ 311,473	$ 317,703	$ 324,057	$ 330,538	$ 337,149
$ 1,030,179	$ 1,050,783	$ 1,071,798	$ 1,093,234	$ 1,115,099	$ 1,137,401	$ 1,160,149	$ 1,183,352	$ 1,207,019	$ 1,231,159	$ 1,255,783	$ 1,280,898	$ 1,306,516
$ 3,051,943	$ 3,112,982	$ 3,175,242	$ 3,238,746	$ 3,303,521	$ 3,369,592	$ 3,436,984	$ 3,505,723	$ 3,575,838	$ 3,647,355	$ 3,720,302	$ 3,794,708	$ 3,870,602
$ 2,422,366	$ 2,470,814	$ 2,520,230	$ 2,570,635	$ 2,622,047	$ 2,674,488	$ 2,727,978	$ 2,782,538	$ 2,838,188	$ 2,894,952	$ 2,952,851	$ 3,011,908	$ 3,072,146
$ 2,915,528	$ 2,973,838	$ 3,033,315	$ 3,093,982	$ 3,155,861	$ 3,218,978	$ 3,283,358	$ 3,349,025	$ 3,416,006	$ 3,484,326	$ 3,554,012	$ 3,625,092	$ 3,697,594

Year 19 2045	Year 20 2046	Year 21 2047	Year 22 2048	Year 23 2049	Year 24 2050	Year 25 2051	Year 26 2052	Year 27 2053	Year 28 2054	Year 29 2055	Year 30 2056
250	250	250	250	250	250	250	250	250	250	250	250
250	250	250	250	250	250	250	250	250	250	250	250
$ 1,289,584	$ 1,302,480	$ 1,315,505	$ 1,328,660	$ 1,341,946	$ 1,355,366	$ 1,368,919	$ 1,382,609	$ 1,396,435	$ 1,410,399	$ 1,424,503	$ 1,438,748
$ 332,067,253	$ 338,708,598	$ 345,482,770	$ 352,392,425	$ 359,440,273	$ 366,629,079	$ 373,961,661	$ 381,440,894	$ 389,069,712	$ 396,851,106	$ 404,788,128	$ 412,883,890
$ 25,186,691	$ 25,690,425	$ 26,204,233	$ 26,728,318	$ 27,262,884	$ 27,808,142	$ 28,364,305	$ 28,931,591	$ 29,510,223	$ 30,100,427	$ 30,702,436	$ 31,316,485
16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%
$ 4,155,804	**$ 4,238,920**	**$ 4,323,699**	**$ 4,410,172**	**$ 4,498,376**	**$ 4,588,343**	**$ 4,680,110**	**$ 4,773,713**	**$ 4,869,187**	**$ 4,966,571**	**$ 5,065,902**	**$ 5,167,220**
$ 694,690	$ 708,583	$ 722,755	$ 737,210	$ 751,954	$ 766,993	$ 782,333	$ 797,980	$ 813,940	$ 830,218	$ 846,823	$ 863,759
$ 694,690	**$ 708,583**	**$ 722,755**	**$ 737,210**	**$ 751,954**	**$ 766,993**	**$ 782,333**	**$ 797,980**	**$ 813,940**	**$ 830,218**	**$ 846,823**	**$ 863,759**
$ 1,332,647	$ 1,359,300	$ 1,386,486	$ 1,414,215	$ 1,442,500	$ 1,471,350	$ 1,500,777	$ 1,530,792	$ 1,561,408	$ 1,592,636	$ 1,624,489	$ 1,656,979
$ 1,332,647	**$ 1,359,300**	**$ 1,386,486**	**$ 1,414,215**	**$ 1,442,500**	**$ 1,471,350**	**$ 1,500,777**	**$ 1,530,792**	**$ 1,561,408**	**$ 1,592,636**	**$ 1,624,489**	**$ 1,656,979**

$ 152,075	$ 155,117	$ 158,219	$ 161,384	$ 164,611	$ 167,904	$ 171,262	$ 174,687	$ 178,181	$ 181,744	$ 185,379	$ 189,087
$ 366,147	$ 373,470	$ 380,939	$ 388,558	$ 396,329	$ 404,255	$ 412,341	$ 420,587	$ 428,999	$ 437,579	$ 446,331	$ 455,257
$ 470,533	$ 479,944	$ 489,542	$ 499,333	$ 509,320	$ 519,506	$ 529,896	$ 540,494	$ 551,304	$ 562,330	$ 573,577	$ 585,048
$ 343,892	$ 350,770	$ 357,785	$ 364,941	$ 372,239	$ 379,684	$ 387,278	$ 395,023	$ 402,924	$ 410,982	$ 419,202	$ 427,586
$ 1,332,647	$ 1,359,300	$ 1,386,486	$ 1,414,215	$ 1,442,500	$ 1,471,350	$ 1,500,777	$ 1,530,792	$ 1,561,408	$ 1,592,636	$ 1,624,489	$ 1,656,979
$ 3,948,014	$ 4,026,974	$ 4,107,514	$ 4,189,664	$ 4,273,457	$ 4,358,926	$ 4,446,105	$ 4,535,027	$ 4,625,727	$ 4,718,242	$ 4,812,607	$ 4,908,859
$ 3,133,589	$ 3,196,261	$ 3,260,186	$ 3,325,390	$ 3,391,898	$ 3,459,736	$ 3,528,930	$ 3,599,509	$ 3,671,499	$ 3,744,929	$ 3,819,828	$ 3,896,224
$ 3,771,546	$ 3,846,977	$ 3,923,917	$ 4,002,395	$ 4,082,443	$ 4,164,092	$ 4,247,374	$ 4,332,321	$ 4,418,967	$ 4,507,347	$ 4,597,494	$ 4,689,444

30-Year PILOT Projection, Condo Flats

Top of the Point
Montvale, NJ
Prepared for: Montvale Settlement
Last Revised: 02/06/2026

	Notes	Totals (2027-2056)	Cross Ref	Construction Starts Year 1 2027	Construction Completed Year 2 2028	Year 3 2029	Stabilization Year Year 4 2030	Year 5 2031
Development Program								
Townhomes								
Total Units	Assumes stacked townhome units.	n/a	n/a	35	35	35	35	35
Units Completed/Sold	Assumes approvals granted by late 2026, horizontal Improvements are completed in mid 2027, vertical construction starts in fall 2027, and vertical construction is completed in 2028.	n/a	n/a	3.5	12.25	24.5	35	35
Townhomes Projected Average Unit Sale Price	**Assumes** base townhome average sale price is $1,150,000 (100% weight) in 2026 dollars and no affordable units (0% weight) with 2% annual growth thereafter.	n/a	n/a	$1,150,000	$1,173,000	$1,196,460	$1,220,389	$1,244,797
Townhomes Aggregate Sales	This equals the average unit sale price multiplied by the aggregate units completed and occupied increased by 2% per year.	n/a	n/a	$4,025,000	$14,369,250	$29,313,270	$42,713,622	$43,567,894
Townhomes Aggregate Hypothetical Mortgage Payments/ASC	Assumes 6.5% mortgage rate per the Financial Agreement which is the Freddie Mac Primary Mortgage Market Survey Rate as of 12/8/25	n/a	n/a	$305,289	$1,089,881	$2,223,358	$3,239,750	$3,304,545
Townhomes-ASC Rate	16.5% ASC Rate for 5 years then increasing 2% annually for the next 25 years.	n/a	n/a	16.50%	16.50%	16.50%	16.50%	16.50%
Townhomes-ASC Total		$19,490,673	$0	$50,373	$179,830	$366,854	$534,559	$545,250

$15,273.11

MKT	111	82.22%
BMR	24	17.78%
Total	135	100.00%

Year 6 2032	Year 7 2033	Year 8 2034	Year 9 2035	Year 10 2036	Year 11 2037	Year 12 2038	Year 13 2039	Year 14 2040	Year 15 2041	Year 16 2042	Year 17 2043	Year 18 2044
35	35	35	35	35	35	35	35	35	35	35	35	35
35	35	35	35	35	35	35	35	35	35	35	35	35
$1,269,693	$1,295,087	$1,320,989	$1,347,408	$1,374,356	$1,401,844	$1,429,880	$1,458,478	$1,487,648	$1,517,401	$1,547,749	$1,563,226	$1,578,858
$44,439,252	$45,328,037	$46,234,598	$47,159,290	$48,102,476	$49,064,525	$50,045,816	$51,046,732	$52,067,667	$53,109,020	$54,171,201	$55,254,625	$56,359,717
$3,370,636	$3,438,048	$3,506,809	$3,576,946	$3,648,484	$3,721,454	$3,795,883	$3,871,801	$3,949,237	$4,028,222	$4,108,786	$4,190,962	$4,274,781
16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%
$556,155	**$567,278**	**$578,624**	**$590,196**	**$602,000**	**$614,040**	**$626,321**	**$638,847**	**$651,624**	**$664,657**	**$677,950**	**$691,509**	**$705,339**

Year 19 2045	Year 20 2046	Year 21 2047	Year 22 2048	Year 23 2049	Year 24 2050	Year 25 2051	Year 26 2052	Year 27 2053	Year 28 2054	Year 29 2055	Year 30 2056
35	35	35	35	35	35	35	35	35	35	35	35
35	35	35	35	35	35	35	35	35	35	35	35
$1,594,647	$1,610,593	$1,626,699	$1,642,966	$1,659,396	$1,675,990	$1,692,750	$1,709,677	$1,726,774	$1,744,042	$1,761,482	$1,779,097
$57,486,911	$58,636,650	$59,809,383	$61,005,570	$62,225,682	$63,470,195	$64,739,599	$66,034,391	$67,355,079	$68,702,181	$70,076,224	$71,477,749
$4,360,277	$4,447,482	$4,536,432	$4,627,160	$4,719,704	$4,814,098	$4,910,380	$5,008,587	$5,108,759	$5,210,934	$5,315,153	$5,421,456
16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%
$719,446	**$733,835**	**$748,511**	**$763,481**	**$778,751**	**$794,326**	**$810,213**	**$826,417**	**$842,945**	**$859,804**	**$877,000**	**$894,540**

30-Year PILOT Projection, Townhouse

1 Glenview & 25 Phillips
Montvale, NJ
Prepared for: Montvale Settlement
Last Revised: 02/06/2026

	Notes	Totals (2027-2056)	Cross Ref	Construction Starts Year 1 2027	Construction Completed Year 2 2028	Year 3 2029	Stabilization Year Year 4 2030	Year 5 2031
Development Program								
Townhomes								
Total Units	Assumes stacked townhome units.	n/a	n/a	135	135	135	135	135
Units Completed/Sold	Assumes approvals granted by late 2026, horizontal improvements are completed in mid 2027, vertical construction starts in fall 2027, and vertical construction is completed in 2028.	n/a	n/a	13.5	47.25	94.5	135	135
Townhomes Projected Average Unit Sale Price	Assumes base townhome average sale price is $1,050,000 (88% weight) in 2026 dollars and $200,000 for affordable units (17% weight) with 2% annual growth thereafter.	n/a	n/a	$958,000	$977,160	$996,703	$1,016,637	$1,036,970
Townhomes Aggregate Sales	This equals the average unit sale price multiplied by the aggregate units completed and occupied increased by 2% per year.	n/a	n/a	$12,933,000	$46,170,810	$94,188,452	$137,246,031	$139,990,951
Townhomes Aggregate Hypothetical Mortgage Payments/ASC	Assumes 6.5% mortgage rate per the Financial Agreement which is the Freddie Mac Primary Mortgage Market Survey Rate as of 12/8/25	n/a	n/a	$980,944	$3,501,971	$7,144,021	$10,409,859	$10,618,056
Townhomes-ASC Rate	16.5% ASC Rate for 5 years then increasing 2% annually for the next 25 years.	n/a	n/a	16.50%	16.50%	16.50%	16.50%	16.50%
Townhomes-ASC Total		$62,626,802	$0	$161,856	$577,825	$1,178,763	$1,717,627	$1,751,979
							$12,723.16	

MKT	111	82.22%
BMR	24	17.78%
Total	135	100.00%

Year 6 2032	Year 7 2033	Year 8 2034	Year 9 2035	Year 10 2036	Year 11 2037	Year 12 2038	Year 13 2039	Year 14 2040	Year 15 2041	Year 16 2042	Year 17 2043	Year 18 2044
135	135	135	135	135	135	135	135	135	135	135	135	135
135	135	135	135	135	135	135	135	135	135	135	135	135
$1,057,709	$1,078,864	$1,100,441	$1,122,450	$1,144,899	$1,167,797	$1,191,153	$1,214,976	$1,239,275	$1,264,061	$1,289,342	$1,302,235	$1,315,258
$142,790,770	$145,646,586	$148,559,517	$151,530,708	$154,561,322	$157,652,548	$160,805,599	$164,021,711	$167,302,146	$170,648,188	$174,061,152	$177,542,375	$181,093,223
$10,830,418	$11,047,026	$11,267,966	$11,493,326	$11,723,192	$11,957,656	$12,196,809	$12,440,745	$12,689,560	$12,943,352	$13,202,219	$13,466,263	$13,735,588
16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%
$1,787,019	$1,822,759	$1,859,214	$1,896,399	$1,934,327	$1,973,013	$2,012,474	$2,052,723	$2,093,777	$2,135,653	$2,178,366	$2,221,933	$2,266,372

Year 19 2045	Year 20 2046	Year 21 2047	Year 22 2048	Year 23 2049	Year 24 2050	Year 25 2051	Year 26 2052	Year 27 2053	Year 28 2054	Year 29 2055	Year 30 2056
135	135	135	135	135	135	135	135	135	135	135	135
135	135	135	135	135	135	135	135	135	135	135	135
$1,328,410	$1,341,694	$1,355,111	$1,368,662	$1,382,349	$1,396,172	$1,410,134	$1,424,236	$1,438,478	$1,452,863	$1,467,391	$1,482,065
$184,715,087	$188,409,389	$192,177,577	$196,021,128	$199,941,551	$203,940,382	$208,019,189	$212,179,573	$216,423,165	$220,751,628	$225,166,661	$229,669,994
$14,010,300	$14,290,506	$14,576,316	$14,867,842	$15,165,199	$15,468,503	$15,777,873	$16,093,431	$16,415,299	$16,743,605	$17,078,478	$17,420,047
16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%	16.50%
$2,311,700	$2,357,933	$2,405,092	$2,453,194	$2,502,258	$2,552,303	$2,603,349	$2,655,416	$2,708,524	$2,762,695	$2,817,949	$2,874,308

30-Year PILOT Projection, Retail

1 Paragon Drive
Montvale, NJ

Prepared for: Montvale Settlement
Last Revised: 02/06/2026

Rent Assumptions:

RSF	50,000
Rent PSF (yr 4)	$ 45.00
Stabilized Gross Rent	$ 2,250,000

% Build-Out	Year	Adjusted Pilot % Rate	Rent ESC	Gross Rev. Est.	PILOT Revenue ASC
0%	Year 1	10.00%	Construction/Stabilization	$ -	$ -
50%	Year 2	10.00%		$ -	$ -
100%	Year 3	10.00%		$ -	$ -
100%	Year 4	10.00%		$ 1,125,000	$ 112,500
Stabilized	Year 5	10.00%	0.00%	$ 2,250,000	$ 225,000
	Year 6	10.00%	2.75%	$ 2,311,875	$ 231,188
	Year 7	10.00%	2.75%	$ 2,375,452	$ 237,545
	Year 8	10.00%	2.75%	$ 2,440,776	$ 244,078
	Year 9	10.00%	2.75%	$ 2,507,898	$ 250,790
	Year 10	10.00%	2.75%	$ 2,576,865	$ 257,687
	Year 11	10.00%	2.75%	$ 2,647,729	$ 264,773
	Year 12	10.00%	2.75%	$ 2,720,541	$ 272,054
	Year 13	10.00%	2.75%	$ 2,795,356	$ 279,536
	Year 14	10.00%	2.75%	$ 2,872,229	$ 287,223
	Year 15	10.00%	2.75%	$ 2,951,215	$ 295,121
	Year 16	10.00%	2.75%	$ 3,032,373	$ 303,237
	Year 17	10.00%	2.75%	$ 3,115,763	$ 311,576
	Year 18	10.00%	2.75%	$ 3,201,447	$ 320,145
	Year 19	10.00%	2.75%	$ 3,289,487	$ 328,949
	Year 20	10.00%	2.75%	$ 3,379,948	$ 337,995
	Year 21	10.00%	2.75%	$ 3,472,896	$ 347,290
	Year 22	10.00%	2.75%	$ 3,568,401	$ 356,840
	Year 23	10.00%	2.75%	$ 3,666,532	$ 366,653
	Year 24	10.00%	2.75%	$ 3,767,362	$ 376,736
	Year 25	10.00%	2.75%	$ 3,870,964	$ 387,096
	Year 26	10.00%	2.75%	$ 3,977,415	$ 397,742
	Year 27	10.00%	2.75%	$ 4,086,794	$ 408,679
	Year 28	10.00%	2.75%	$ 4,199,181	$ 419,918
	Year 29	10.00%	2.75%	$ 4,314,659	$ 431,466
	Year 30	10.00%	2.75%	$ 4,433,312	$ 443,331
	30 yr Total			$ 84,951,470	$ 8,495,147
	30 yr NPV			$ 31,324,933	$ 3,132,493

$ 4.50

30 Year PILOT Projection: Apartments

1 Paragon Drive
Montvale, NJ

Prepared for: Montvale Settlement
Last Revised: 02/06/2026

Rent Assumptions:

Unit Count	230
Rent PSF (yr 4)	$ 4.11
Stabilized Gross Rent	$ 12,469,060

% Build-Out	Year	Adjusted Pilot % Rate	Rent ESC	Gross Rev. Est.	PILOT Revenue ASC
0%	Year 1	10.00%	Construction / Stabilization	$ -	$ -
50%	Year 2	10.00%		$ -	$ -
100%	Year 3	10.00%		$ -	$ -
100%	Year 4	10.00%		$ 6,234,530	$ 623,453
Stabilized	Year 5	10.00%	0.00%	$ 12,469,060	$ 1,246,906
	Year 6	10.00%	2.75%	$ 12,811,960	$ 1,281,196
	Year 7	10.00%	2.75%	$ 13,164,288	$ 1,316,429
	Year 8	10.00%	2.75%	$ 13,526,306	$ 1,352,631
	Year 9	10.00%	2.75%	$ 13,898,280	$ 1,389,828
	Year 10	10.00%	2.75%	$ 14,280,482	$ 1,428,048
	Year 11	10.00%	2.75%	$ 14,673,196	$ 1,467,320
	Year 12	10.00%	2.75%	$ 15,076,709	$ 1,507,671
	Year 13	10.00%	2.75%	$ 15,491,318	$ 1,549,132
	Year 14	10.00%	2.75%	$ 15,917,329	$ 1,591,733
	Year 15	10.00%	2.75%	$ 16,355,056	$ 1,635,506
	Year 16	10.00%	2.75%	$ 16,804,820	$ 1,680,482
	Year 17	10.00%	2.75%	$ 17,266,952	$ 1,726,695
	Year 18	10.00%	2.75%	$ 17,741,794	$ 1,774,179
	Year 19	10.00%	2.75%	$ 18,229,693	$ 1,822,969
	Year 20	10.00%	2.75%	$ 18,731,010	$ 1,873,101
	Year 21	10.00%	2.75%	$ 19,246,112	$ 1,924,611
	Year 22	10.00%	2.75%	$ 19,775,380	$ 1,977,538
	Year 23	10.00%	2.75%	$ 20,319,203	$ 2,031,920
	Year 24	10.00%	2.75%	$ 20,877,981	$ 2,087,798
	Year 25	10.00%	2.75%	$ 21,452,126	$ 2,145,213
	Year 26	10.00%	2.75%	$ 22,042,059	$ 2,204,206
	Year 27	10.00%	2.75%	$ 22,648,216	$ 2,264,822
	Year 28	10.00%	2.75%	$ 23,271,042	$ 2,327,104
	Year 29	10.00%	2.75%	$ 23,910,996	$ 2,391,100
	Year 30	10.00%	2.75%	$ 24,568,548	$ 2,456,855
	30 yr Total			$ 470,784,448	$ 47,078,445
	30 yr NPV			$ 173,596,660	$ 17,359,666