

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated this ___ day of March, 2012, by and between **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, created pursuant to the New Jersey Housing and Mortgage Finance Agency law of 1983, N.J.S.A. 55:14K-1 et seq., having an address at 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085 ("Owner") and **CLARKE CATON HINTZ**, a Professional Corporation authorized to conduct and transact business in the state of New Jersey, whose address is 100 Barrack Street, Trenton, New Jersey 08608 ("Architect").

WITNESSETH:

WHEREAS, pursuant to a settlement agreement dated January 10, 2012 (the "Settlement Agreement") among Owner and **WHITLOCK MILLS, L.P.** ("Whitlock"), a limited partnership with an address c/o HTA Whitlock, LLC, 6851 Oak Hall Lane, Suite 100, Columbia, Maryland 21045, Whitlock transferred to Owner, real property located in the City of Jersey City, New Jersey, and shown on the Tax Map of the City of Jersey City as Block 17301, Lot 12 (formerly Block 2057, Lot 28 and formerly Block 2057, Lot 18) (the "Property"); and

WHEREAS, pursuant to the Assignment of Development Documents (the "Assignment of Development Documents") among the Owner and Whitlock, dated as of January 10, 2012, as set forth in **EXHIBIT "A"** attached hereto, Whitlock assigned, conveyed and transferred unto Owner, all its right, interest and privileges of in, to and under any and all of its professional and service contracts related to the development of the Property as herein described; and

WHEREAS, Whitlock and the Architect have entered into a Standard Form of Agreement Between Owner and Architect, AIA Document B727-1988 (the "Architect Agreement") dated December 27, 2010, as set forth in **EXHIBIT "B"** attached hereto and made a part hereof, for services toward the completion of a residential housing project consisting of three hundred thirty (330) dwelling units and related site improvements (the "Project"); and

WHEREAS, the Owner and the Architect further agree, in furtherance of the actions set forth in the preceding paragraph, that Owner and Architect would accept all of the terms and conditions set forth in the Architect Agreement except for the modifications to the Architect Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Architect hereby agree as follows:

1. ARCHITECT AGREEMENT.

Architect represents and warrants that: (i) the Architect Agreement is in full force and effect, is valid and enforceable, and has not been altered, modified or amended; (ii) neither Architect nor, to the best of Architect's knowledge, Owner are in default under any of the terms, covenants or conditions of the Architect Agreement; (iii) Architect is not prohibited under any law, agreement, judgment or permit from performing any of its obligations under the Architect Agreement; (iv) no action has been brought or, to the best of Architect's knowledge, is threatened which in any manner is likely to interfere with the performance of any of Architect's obligations under the Architect Agreement; and (v) Architect has full power and authority to execute and deliver this Assignment.

2. AGREEMENT TO PERFORM.

Architect consents to the assignment of the Architect Agreement by Whitlock to Owner pursuant to the Settlement Agreement and Assignment of Development Documents, and Architect assumes the obligations thereunder. Architect agrees, at the request of Owner and without regard to any prior default of Owner under the Architect Agreement, to continue to perform under the terms of the Architect Agreement, provided that Architect shall be paid in accordance with the Architect Agreement, as modified by this Assignment.

3. MODIFICATIONS AND AMENDMENTS.

(a) Architect's Insurance. Before commencing the contract work, and as a condition precedent for payment, the Architect shall purchase and maintain insurance, in conformance with the provisions contained in this Article. This insurance will provide a defense and indemnify the Owner against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use, which arises out of the Architect's operations under this contract. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Architect, any of its consultants, officers, agents, subcontractors, employees, or anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, applicable case law or the Owner unless caused by the Owner's sole negligence.

Proof of this insurance shall be provided to the Owner before the work commences as set forth below. In no event shall the failure to provide this proof prior to the commencement of the work, be deemed a waiver by the Owner of the Architect's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this Article deny coverage to the Owner, the Architect will defend and indemnify the Owner at the Architect's expense.

(b) Limits of Liability. The Architect shall obtain the required insurance with the carrier rated A- VII or better by A.M. Best. The Architect shall maintain at least the limits of liability as set forth below.

(c) Commercial General Liability Insurance.

- (1) \$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage);
- (2) \$ 2,000,000 General Aggregate;
- (3) \$2,000,000 Product/Completed Operations Aggregate;
- (4) \$1,000,000 Personal and Advertising Injury Limit;
- (5) Contractual Liability that will respond to the indemnification clause included in this contract shall be included in the policy;
- (6) The 'Designated Construction Project(s) General Aggregate Limit' endorsement shall be included in the policy.

(d) Comprehensive Automobile Liability Insurance.

- (1) \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;
- (2) Coverage must include all owned, non-owned and hired vehicles used by the Architect.

(e) Workers' Compensation and Employers' Liability Insurance.

- (1) Coverage A- Statutory;
- (2) Coverage B- Employer's Liability;
- (3) \$500,000 Each Accident;
- (4) \$500,000 Each Employee for Injury by Disease;
- (5) \$500,000 Aggregate for Injury by Disease.
- (6) If the Architect is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included".

(f) Umbrella.

- (1) \$5,000,000 per Occurrence;
- (2) \$5,000,000 Aggregate.
- (3) The policy will provide Contractual Liability any apply the General Aggregate on the same basis as included under the General Liability Policy.

(g) Professional Liability.

- (1) \$2,000,000 Each Claim;
- (2) \$2,000,000 Aggregate.
- (3) This requirement applies to the Architect and/or Owners Representative.

(i) Additional Insured Status and Certificate of Insurance. The Owner, along with their respective appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the

Architect's Commercial General Liability Policy and the Architect's Automobile Liability which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained by the Owner is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Architect, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability and Automobile policies in favor of the Owner and this clause shall apply to the Owner's appointed officials, officers, agents and employees. It should also apply to the Architect's Workers' Compensation policy if allowed by state law.

Prior to the commencement of the work, Architect shall submit a Certificate of Insurance in favor of the Owner and an Additional Insured Endorsement (in a form acceptable to the Owner) as required hereunder.

(j) No Limitation on Liability. In any and all claims against the Additional Insureds by any employee of the Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Architect under workers' compensation acts, disability benefit acts or other employee benefit acts.

(k) Cancellation, Renewal and Modification. The Architect shall maintain in effect all insurance coverage required under this contract at the Architect's sole expense and with insurance companies acceptable to the Owner. In the event the Architect fails to obtain or maintain any insurance coverage required under this contract, the Owner may, at its sole discretion, purchase such coverage as desired for the Owner's benefit and charge the expense to the Architect or in the alternative, terminate this contract. In the event that coverage is canceled or non-renewed, the Architect will provide twenty one (21) days prior written notice to the Owner.

(l) Continuation of Coverage. The Architect shall continue to carry Completed Operations Liability Insurance, with the Owner included as an Additional Insured, for at least three (3) years after either ninety (90) days following substantial completion of the project or final payment to the Architect, whichever is later. The Architect shall furnish evidence of insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

4. SUBORDINATION.

Architect further agrees that any present or future lien rights Architect may have shall be subject and subordinate at all times to any and all liens or encumbrances of Owner on the Property, as the same may be hereafter modified, spread, supplemented, extended or otherwise altered.

5. NOTICE.

Except as otherwise expressly provided in the Architect Agreement, all notices under this Assignment shall be served on the following persons via facsimile with confirmation via regular mail and certified mail or recognized overnight carrier effective the date of sending and/or by regular mail effective three (3) days from date of mailing to:

To Owner:

NJ Housing and Mortgage Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

With a copy to:

Robert Bacso, Esquire
HILL WALLACK LLP
202 Carnegie Center
Princeton, NJ 08543-5226
Fax No. 609-452-1888

To Architect:

John D. S. Hatch
Clarke Caton Hintz, PC
100 Barrack Street
Trenton, New Jersey 08608

6. MISCELLANEOUS.

The provisions of this Assignment shall be binding upon the successors and assigns of the parties. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. This Assignment shall not be modified or amended except by a written agreement signed by the party to be charged therewith.

7. CONFLICTS.

In the event of any conflict between the provisions of this Assignment and the Construction Management Agreement, the provisions of this Assignment shall control.

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IN WITNESS WHEREOF, this Assignment has been duly executed as of the date set forth above.

WITNESS:

OWNER:

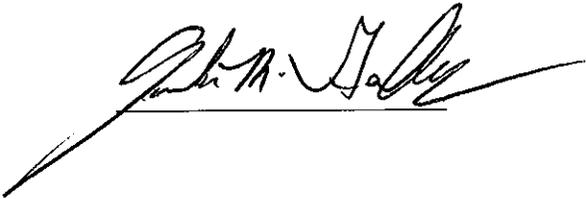
**NEW JERSEY HOUSING AND MORTGAGE
FINANCE AGENCY**

By: _____
Name: Anthony L. Marchetta
Title: Executive Director

WITNESS:

ARCHITECT:

CLARKE CATON HINTZ, PC



By: _____
Name: John Hachen, AIA
Title: Principal

Exhibit A

Assignment of Development Documents

ASSIGNMENT OF DEVELOPMENT DOCUMENTS

THIS ASSIGNMENT OF DEVELOPMENT DOCUMENTS (this "Assignment"), dated as of the 10th day of January, 2012, by and between Whitlock Mills, L.P., a Maryland limited partnership, having an address at 6851 Oak Hall Lane, Suite 100, Columbia, Maryland 21045 ("Assignor") and New Jersey Housing and Mortgage Finance Agency, a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, created pursuant to the New Jersey Housing and Mortgage Finance Agency law of 1983, N.J.S.A. 55:14K-1 et seq., having an address at 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085 ("Assignee").

WITNESSETH:

WHEREAS, pursuant to a Settlement Agreement (the "Settlement Agreement") among Assignor, Assignee and other parties named therein dated of even date herewith, the Assignor is transferring to Assignee the property set forth on Exhibit A attached hereto and made a part hereof, all located in the City of Jersey City, County of Hudson and State of New Jersey (collectively the "Property"), and in connection therewith Assignor shall execute and deliver a Bargain and Sale Deed with Covenants Against Grantor's Acts, an Affidavit of Title, an Affidavit of Consideration, a Seller's Residency Certification/Exemption and other ancillary documents; and

WHEREAS, the Assignor and the Assignee further agree, in furtherance of the actions set forth in the preceding paragraph, that Assignor would convey, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the property described herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers and sets-over unto Assignee, all its right, title and interest of Assignor in, to and under any and all of the following, without limitation, and to the extent applicable in each case: (i) preliminary and final major subdivision approval, (ii) preliminary and final major site plan approval and bulk and coverage variances and waivers, (iii) approvals from the City of Jersey City for the Property, (iv) "will serve" letters from the utility company providing water service in the City of Jersey City and all approvals and permits for the construction, installation and operation of a potable water distribution system serving the Property, (v) "will serve" letters from the providers of electric, natural gas, telephone and cable television to furnish such utilities to the Property, (vi) soil conservation review, approvals and permits, (vii) approval of the sewerage authority having jurisdiction thereof to service the Property, (viii) stream encroachment, wetlands or other permits, approvals, consents or waivers which may be required to be granted or issued by any federal, state, or county or municipal agency or any department, board, authority, agency official or officer thereof having jurisdiction over the project at the Property as a prerequisite to securing building permits for the Property, (ix) all right, title and interest of Assignor in and to all site plan maps, engineering drawings, plans and surveys relating to the Property, (x) any and all State, county, municipal and any other governmental approvals, (xi) any and all plans,

specifications, surveys, environmental assessments, drawings, reports, bonds, performance guaranties, cash portion of performance guaranties, bond premiums, insurance policy premiums, deposits, escrows, extension deposit agreements, and insurance policies and contracts, (xii) any and all other documentation in the name of the Assignor and/or in the possession of the Assignor necessary for the development of the Property, (xiii) any documents, approvals, plans, contracts or other item specifically set forth on Exhibit B attached hereto and incorporated herein by reference, (xiv) all professionally liability claims held by Whitlock and/or concerning the Property except for (x) claims that have been or may in the future be asserted against Constructamax, Inc. and/or Arch Insurance Company and Arch Reinsurance Company, (y) claims that may in the future be asserted against DeLuxe Building Systems, Inc. ("DeLuxe") arising out of the work performed by DeLuxe prior to the date of the transfer described herein, and (z) claims that may in the future be asserted against T.R. Arnold & Associates, Inc. ("TR Arnold") arising out of the services performed by TR Arnold prior to the date hereof (the categories of claims described in (x)- (z) hereof shall be referred to as the "Whitlock Retained Claims"), (xv) any and all tax credit syndication rights and proceeds relating to the Property and (xvi) the proceeds, premiums, replacements or substitutes for any of the forgoing; provided, however, that Assignor shall not transfer its rights, obligations, benefits and interests in and to the following contracts: (a) that certain Construction Contract dated April 23, 2004 by and between Assignor and Constructamax, Inc. ("CMax"), as amended, (b) that certain Payment and Performance Bond No. SU1001182 dated May 26, 2004 in the penal sum of \$34,581,371 issued by Arch Insurance Company and Arch Reinsurance Company (together, "Arch") in favor of Assignor and Assignee, and (c) that certain Takeover Agreement dated February 13, 2007 by and between Assignor and Arch (collectively, the "Excluded Documents"), which Excluded Documents are to remain the property of Assignor (the documents set for in (i) - (xiv) excluding the Excluded Documents and the Whitlock Retained Claims are herein collectively, the "Development Approvals").

2. Further Assurances. Assignor shall execute, acknowledge and deliver for no further consideration all such assignments, transfers, consents and other documents as Assignee may reasonably require to vest in Assignee, and protect Assignee's right, title and interest in the Property and the Development Approvals.

3. Assumption. Assignee hereby assumes all the rights, but not the obligations, liabilities and responsibilities, of Assignor under Development Approvals, except as may be expressly and separately provided in writing delivered by the Assignee for that purpose.

4. Delivery of Development Approvals. The Assignor shall deliver the Development Approvals to the Assignee within five (5) business days from the date of this Assignment.

5. Miscellaneous. The provisions of this Assignment shall be binding upon the successors and assigns of the parties. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. This Assignment shall not be modified or amended except by a written agreement signed by the party to be charged therewith.

6. Non-Merger. It is the agreement of the parties to this Assignment that the interest in the Development Approvals transferred to Assignee shall not merge with the underlying

obligations of the Assignor to the Assignee appearing of record in the Hudson County Register of Deeds office or otherwise.

7. Non-Integration. Acceptance of this Assignment does not constitute a waiver of Assignee's rights under any mortgage, loan, assignment, collateral assignment or other financing agreement or document between the Assignor and the Assignee, which are hereby expressly reserved subject to the terms of the Settlement Agreement.

8. Conflicts. In the event of any conflict between the provisions of this Assignment and any prior agreement or assignment delivered by Assignee to the Assignor concerning the Development Approvals, the provisions of this Agreement shall control.

(Signatures appear on following pages.)

Exhibit A

Legal Description

COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

2 UNIVERSITY PLAZA, SUITE 206, HACKENSACK NJ 07601 PHONE: 201-489-5000 FAX: 201-489-5336

SCHEDULE A (Continued)

Your Ref: WHITLOCK-NJMPA

Title No.

2011-01278

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, AND STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF FORMER CENTERLINE OF MANNING AVENUE, WITH THE NORTHEASTERLY OF LAFAYETTE STREET; THENCE;

1. SOUTH 31°09'00" EAST ALONG THE NORTHWESTERLY LINE OF LAFAYETTE STREET, A DISTANCE OF 30.04 FEET TO A POINT; THENCE;
2. SOUTH 61°51'00" WEST A DISTANCE OF 30.04 FEET, TO A POINT IN THE FORMER CENTERLINE OF LAFAYETTE STREET (VACATED); THENCE;
3. SOUTH 31°09'00" EAST, ALONG THE FORMER CENTERLINE OF LAFAYETTE STREET A DISTANCE OF 100.14 FEET, TO A POINT; THENCE;
4. SOUTH 61°51'00" WEST, A DISTANCE OF 30.04 FEET, TO A POINT IN THE FORMER SOUTHWESTERLY LINE OF LAFAYETTE STREET; THENCE;
5. NORTH 31°09'00" WEST, ALONG THE FORMER SOUTHWESTERLY LINE OF LAFAYETTE STREET A DISTANCE OF 120.16 FEET, TO A POINT; THENCE;
6. SOUTH 61°51'00" WEST, A DISTANCE OF 164.85 FEET, ALONG THE FORMER SOUTHEASTERLY LINE OF MANNING AVENUE; THENCE;
7. NORTH 30°53'45" WEST A DISTANCE OF 10.02 FEET, TO A POINT IN THE FORMER CENTERLINE OF MANNING AVENUE; THENCE;
8. NORTH 61°51'00" EAST ALONG THE FORMER CENTERLINE OF MANNING AVENUE, A DISTANCE OF 13.30 FEET, TO A POINT; THENCE;
9. NORTH 30°53'45" WEST A DISTANCE OF 196.84 FEET, TO A POINT OF CURVE; THENCE;
10. IN A GENERAL NORTHERLY DIRECTION, CURVING TO THE RIGHT ON A RADIUS OF 409.05 FEET, AN ARC DISTANCE OF 66.27 FEET TO A POINT OF COMPOUND CURVE; THENCE
11. IN A GENERAL NORTHERLY DIRECTION, CURVING TO THE RIGHT ON A RADIUS OF 168.42 FEET, AN ARC DISTANCE OF 109.80 FEET TO A POINT; THENCE
12. NORTH 62°57'40" WEST, 73.25 FEET TO A POINT; THENCE
13. SOUTH 58°04'00" WEST, 32.05 FEET TO A POINT; THENCE
14. NORTH 31°09'00" WEST, 125.03 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF M.S. CONRAIL C.R.R. CO. OF N.J., LAFAYETTE BRANCH MAIN STEM; THENCE
15. NORTH 59°02'00" EAST, ALONG SAME, 16.73 FEET TO A POINT; THENCE
16. NORTH 63°02'00" EAST, ALONG SAME, 83.20 FEET TO A POINT; THENCE
17. NORTH 67°17'16" EAST, ALONG SAME, 98.47 FEET TO A POINT; THENCE
18. NORTH 70°02'00" EAST, ALONG SAME, 58.31 FEET TO A POINT; THENCE
19. NORTH 75°02'00" EAST, ALONG SAME, 28.69 FEET TO A POINT; THENCE
20. NORTH 76°02'00" EAST, ALONG SAME, 48.85 FEET TO A POINT; THENCE
21. NORTH 80°17'00" EAST, ALONG SAME, 48.52 FEET TO A POINT; THENCE
22. NORTH 82°47'00" EAST, ALONG SAME, 37.15 FEET TO A POINT; THENCE
23. SOUTH 86°43'00" EAST, ALONG THE SOUTHWESTERLY LINE OF M.S. CONRAIL C.R.R. CO. OF N.J., LAFAYETTE BRANCH MAIN STEM, 86.44 FEET TO A POINT; THENCE
24. SOUTH 80°58'00" EAST, ALONG SAME, 67.59 FEET TO A POINT; THENCE

COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY
2 UNIVERSITY PLAZA, SUITE 206, HACKENSACK NJ 07601 PHONE: 201-489-5000 FAX: 201-489-5336

SCHEDULE A (Continued)

Your Ref: WHITLOCK-NJMFA

Title No.

2011-01278

EXHIBIT "A"
Legal Description (Continued)

Commitment No: 2011-01278

25. SOUTH 75°43'00" EAST, ALONG SAME, 57.63 FEET TO A POINT; THENCE
26. SOUTH 70°08'00" EAST, ALONG SAME, 249.80 FEET TO A POINT; THENCE
27. SOUTH 14°29'00" WEST, 75.67 FEET TO A POINT; THENCE
28. SOUTH 28°09'00" EAST, 111.44 FEET TO A POINT IN THE TERMINUS OF MAPLE STREET; THENCE
29. SOUTH 61°51'00" WEST, ALONG THE TERMINUS OF MAPLE STREET (60 FEET WIDE) AND ALONG THE FORMER CENTERLINE OF MANNING AVENUE, NOW BEING THE NORTHWESTERLY LINE OF THE (FORMERLY VACATED) SOUTHERLY HALF OF MANNING AVENUE (30 FEET WIDE) A DISTANCE OF 182.47 FEET TO A POINT; THENCE
30. NORTH 28°09'00" WEST, 69.88 FEET TO A POINT; THENCE
31. SOUTH 61°51'00" WEST, 45.75 FEET TO A POINT; THENCE
32. NORTH 30°22'20" WEST, 17.72 FEET TO A POINT; THENCE
33. SOUTH 59°37'40" WEST, 74.60 FEET TO A POINT; THENCE
34. NORTH 30°22'20" WEST, 130.57 FEET TO A POINT; THENCE
35. NORTH 59°37'40" EAST, 46.00 FEET TO A POINT; THENCE
36. NORTH 30°22'20" WEST, 90.52 FEET TO A POINT; THENCE
37. NORTH 59°37'40" EAST, 74.32 FEET TO A POINT; THENCE
38. SOUTH 30°22'20" EAST, 240.58 FEET TO THE END OF THE ABOVE 30TH COURSE ABOVE GIVEN; THENCE
39. SOUTH 28°09'00" EAST, ALONG SAID 30TH COURSE 69.88 FEET TO A POINT IN THE FORMER CENTERLINE OF MANNING AVENUE, NOW BEING THE NORTHWESTERLY LINE OF THE (FORMERLY VACATED) SOUTHERLY HALF OF MANNING AVENUE; THENCE
40. SOUTH 61°51'00" WEST, ALONG SAME, 276.06 FEET TO THE PLACE OF BEGINNING.

THE PARCEL OF LAND AND PREMISES WITHIN THE ABOVE DESCRIBED COURSES 26 THROUGH 33 INCLUSIVE IS KNOWN AS LOT 17, BLOCK 2057 AND IS NOT INCLUDED IN THE ABOVE DESCRIBED LANDS.

BEING SUBJECT TO A NONEXCLUSIVE INGRESS AND EGRESS EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF LAFAYETTE STREET (60 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF FORMER MANNING AVENUE (60 FEET WIDE)

ALTA Commitment - Schedule A-04 Continued

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Print date: December 28, 2011 9:32:07 AM

COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

2 UNIVERSITY PLAZA, SUITE 206, HACKENSACK NJ 07601 PHONE: 201-489-5000 FAX: 201-489-5336

SCHEDULE A (Continued)

Your Ref: WHITLOCK-NJMFA

Title No.

2011-01278

EXHIBIT "A"
Legal Description (Continued)

Commitment No: 2011-01278

(VACATED 7/19/1955); THENCE

1. NORTH 31°09'00" WEST, ALONG THE CENTER LINE OF LAFAYETTE STREET, 74.08 FEET TO A POINT; THENCE
2. NORTH 61°51'00" EAST, 209.12 FEET; THENCE
3. NORTH 30°22'20" WEST, 41.50 FEET TO A POINT IN THE LINE OF TAX LOT 17, BLOCK 2057; THENCE
4. NORTH 59°37'40" EAST, ALONG SAME, 54.50 FEET TO A POINT; THENCE
5. SOUTH 30°22'20" EAST, 45.70 FEET TO A POINT; THENCE
6. NORTH 61°51'00" EAST, 40.00 FEET TO A POINT; THENCE
7. SOUTH 28°09'00" EAST, 41.92 FEET TO A POINT IN THE FORMER CENTER LINE OF MANNING AVENUE (VACATED 7/19/1955); THENCE
8. SOUTH 61°51'00" WEST, ALONG SAME, 95.00 FEET TO A POINT; THENCE
9. NORTH 28°09'00" WEST, 18.00 FEET TO A POINT; THENCE
10. SOUTH 61°51'00" WEST, 158.37 FEET TO A POINT OF CURVE; THENCE
11. IN A GENERAL SOUTHEASTERLY DIRECTION, CURVING TO THE LEFT ON A RADIUS OF 18.00 FEET, AN ARC DISTANCE OF 29.22 FEET TO A POINT IN THE EXTENDED
12. SOUTH 31°09'00" EAST, ALONG SAME, 30.04 FEET TO A POINT IN THE FORMER SOUTHEASTERLY LINE OF VACATED MANNING AVENUE; THENCE
13. SOUTH 61°51'00" WEST, ALONG SAME, 30.04 FEET TO THE PLACE OF BEGINNING.

THE FOREGOING DESCRIPTION BEING IN ACCORDANCE WITH A SURVEY PREPARED BY VOLLMER ASSOCIATES, LLP, DATED JUNE 12, 2003 REVISED TO MAY 18, 2004. NORTHEASTERLY LINE OF LAFAYETTE STREET; THENCE

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 2057, Lot 28 on the official tax map of the CITY OF JERSEY CITY, County of Hudson, State of New Jersey

ALTA Commitment - Schedule A-06 Continued

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Print date: December 28, 2011 9:32:07 AM

Exhibit B

See Attached

Whitlock Mills Development

160 Lafayette Street, Jersey City, New Jersey
Block 2057; Lot 18 and/or 28

The following is a list of permits or approvals that have been obtained:

| | Permit / Approval | Agency | Description | Date |
|---|--|---|---|---|
| 1 | Minor Subdivision Application with "c" Variance | Jersey City Planning Board | App. No. P98-68 Subdivided 1 lot into 2 lots. | Approved 12/24/98; Memorialized 01/05/99 |
| 2 | Preliminary Site Plan | Jersey City Planning Board | App. No. P00-21; Block 2057; Lot 15k, S1, S2, S3; Applicant: Lafayette Manning, Inc. | Approved 04/25/00; Memorialized 06/06/00 |
| 3 | Preliminary Site Plan Amendment | Jersey City Planning Board | App. No. P00-21.1; Block 2057; Lot 15k, S1, S2, S3; Applicant: Lafayette Manning, Inc. Reduce size of Building D per US Dept. of Interior. | Approved 08/21/01; Memorialized 09/25/01 |
| 4 | Master Plan Approval (site Concept Plan) | Jersey City Planning Board | Case # P03-033 Block 2057; Lot 18. Applicant: Housing Trust of America, LLC | Approved 03/25/03; Memorialized 04/22/03 |
| 5 | Master Plan Amendment (site Concept Plan) Including Demolition Plans | Jersey City Planning Board | Block 2057; Lot 18; Applicant: Housing Trust of America, LLC | Approved 07/22/03; Memorialized 07/22/03 |
| 6 | Preliminary Site Plan | Jersey City Planning Board | Case # P03-083 Block 2057; Lot 18. Applicant: Housing Trust of America, LLC | Approved 09/09/03; Memorialized 09/23/03 |
| 7 | Capping Plan Approval | New Jersey Department of Environmental Protection | Letter of Approval dated May 11, 2000 and modification letter of July 25, 2001. | Approved 05/11/00; Modified 07/25/01 |

| | | | | |
|----|-------------------------------|---|---|--|
| 8 | Memorandum of Agreement | | Among Jersey City Department of Housing, Economic Development and Commerce, Division of Community Development and the New Jersey Housing and Mortgage Finance Agency and the New Jersey State Historic Preservation Officer and Whitlock Mills L.P. regarding the Whitlock Mills Adaptive Reuse Project | Adopted January 2004 Expired 07/01/05 |
| 9 | Construction/Site Permit | Jersey City Building Department | Permit No. 20091979. Permits sewer connection, water and sewer connection, and stormwater installation. | Issued: 07/01/09 |
| 10 | Construction/Building Permits | Jersey City Department of Economic Development & Commerce | Various | Various |
| | | | | |

Exhibit B

Architect Agreement

AIA[®] Document B727[™] – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the 27th day of December in the year Two Thousand and Ten

BETWEEN the Owner:

(Name, legal status and address)

Whitlock Mills, LP (A Limited Partnership)
6851 Oak Hall Lane
Suite 100
Columbia, MD 21045

and the Architect:

(Name, legal status and address)

Clarke Caton Hintz, A Professional Corporation
100 Barrack Street
Trenton, NJ 08608

for the following Project:

(Include detailed description of Project, location, address and scope.)

Whitlock Mills:

The Whitlock Mills Project consists of the renovation of existing, historic buildings and the renovation of "new" units totaling a 330-unit housing development. The project is located at 160 Lafayette Street in Jersey City, New Jersey. (Block 2057, Lot 15K). This site is approximately seven (7) acres bounded by Manning Avenue, Lafayette Street, Maple Street and the Conrail Company of New Jersey. The project is a combination of an adaptive re-use of historic factory buildings and the renovation of (29) recently constructed modular buildings. The site was the former Whitlock Cordage Company, a nineteenth century company which manufactured rope for the maritime industry. The site is currently part of the Morris Canal Redevelopment Area in the historic Lafayette neighborhood adjacent to Webb Park.

The project has been designed, approved, and constructed to approximately 85% completion.

Construction documents were submitted to the Jersey City Building Department on December 08, 2003 by the Architect of Record John Saracco, R.A. for the construction of the Whitlock Mills Housing Development. The Jersey City Building Department released the "Plans" for construction on May 20, 2004. Notice to Proceed was given to the Contractor on April 23, 2004. As of December 11, 2009 including the stop work order issued by Jersey City Building Department on September 23, 2008, no work has been performed at the Whitlock Mills site other than the limited winterization of portions of the "I" Buildings and minor corrective work to address water infiltration in various buildings, both new and existing.

Clarke Caton Hintz Architects, and our consultants, Harrison Hamnett Structural Engineers, will aid and assist the Owner, Project Manager, Agency, Contractor, and design team in the completion of the revised plans and specifications to the satisfaction of the Jersey City Building Department. We shall also assist in the

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1632650543)

administration of the construction contract as needed for the completion of the project. Our services are further described in Article 1.

The Owner and the Architect agree as set forth below. **ARTICLE 1 ARCHITECT'S SERVICES**

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

1. The existing design team, led by John Saracco, Architect, LLC, remains as the Architect of Record. They will continue to work for Whitlock Mills, LP and will retain ultimate responsibility and liability for the project.
2. Clarke Caton Hintz (CCH) and Harrison Hamnett (HH) are retained by the Owner to assist the existing design team (Architect of Record) by reviewing their work, managing the relationship with the Jersey City Building Department (JCBD) to facilitate on-going code and construction approvals, producing sketches and documentation as required, attending project meetings, reviewing payment requisitions, reviewing shop drawings, etc. CCH will be, in essence, the Production Architect.
3. The Architect of Record, and his design team, will also attend project meetings and will be available to respond to questions (e.g. regarding design intent, building code interpretation, issues relating to the original construction, etc.), and will sign and seal all submissions to the JCBD and other agencies as required. It is anticipated that many of these submissions will be completed by CCH and or HH; all submissions, whether produced by CCH or not, will be reviewed by CCH prior to release.
4. Neither CCH nor HH is responsible for any of the design work already completed, nor for repeating all of the calculations and building code reviews already completed.

Method and means of compensation

To be billed on a "Time and Material" basis per CCH's and the subconsultant's standard hourly rates.

-
5. Clarke Caton Hintz shall be the Production Architect only. We shall prepare, or supervise, or manage, or assist in the preparation of the revised plans and specifications. Harrison Hamnett Structural Engineers will act in a similar review capacity only.

Init.

(Table deleted)

(Paragraphs deleted)

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4 ARBITRATION

§ 4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

§ 4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without

further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4.

§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;

- .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7 renderings and models requested by the Owner;
- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- .9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

Time and Material per quoted hourly rates:

CLARKE CATON HINTZ
2011 Professional Architectural Hourly Rates

| | |
|---|-----------------|
| Senior Principal | \$195.00 |
| Partner | \$185.00 |
| Associate Partner | \$165.00 |
| Senior Associate/Director | \$145.00 |
| Associate/Project Manager | \$130.00 |
| Project Architect | \$110.00 |
| Staff (3.1 x direct salary – not to exceed \$95/hr) | \$75 to \$95.00 |

Note: These rate schedules may be adjusted as of January 1st of each subsequent year.

Harrison-Hamnett, P.C.

Consulting Structural Engineers

Hourly billing rates as of January 1, 2011

| | |
|-----------------|----------|
| Principal | \$155.00 |
| Associate..... | \$130.00 |

| | |
|-----------------------|----------|
| Project Engineer..... | \$120.00 |
| Design Engineer..... | \$95.00 |
| Drafting..... | \$75.00 |
| Clerical | \$40.00 |

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of One (1.00) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

5.00 % per annum

In addition to accrued interest, Architect may suspend services to Owner if Architect's invoice is not paid within sixty (60) days of invoice date. Architect shall be obligated to resume service as soon as Owner makes the necessary payment.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 OTHER CONDITIONS

1. In consideration of the risks and rewards involved in this Project, the Owner agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the Owner on this project and from any claims of copyright or patent infringement by the Architect arising from the use or reuse of any documents prepared or provided by the Owner or any prior consultant of the Owner.
2. This proposal is subject to the requirements of the Project Operations Agreement, dated 12/20/10, Section 4.05, which mandates this agreement can be terminated at the direction of the Owner and or New Jersey Housing Mortgage Finance Agency (NJHMFA) by the Project Manager.
3. The parties acknowledge that the Owner (Whitlock Mills, LP) has engaged the services of Hamel Builders, Inc. as a Project Manager to coordinate, manage, direct, complete and supervise the prosecution and completion of all construction related services to complete the Project. Any approvals required under this Agreement by the Owner shall be given by the Project Manager pursuant to that certain Power of Attorney dated December 20, 2010 and the Construction management Agreement of even date herewith. In addition, Hamel Builders may execute, sign, seal, acknowledge and deliver in the name of Whitlock, any and all contracts, subcontracts, agreements, etc.
4. All communications will be directed to the Project Manager with copies to the Agency (NJHMFA) and to Hill International (Construction Consultant).

5. Minimum requirements of scope and fee were detailed in the 12/27/10 CCH letter to Paul Graves of Hamel Builders entitled "Proposal to Assist with the Completion of the Whitlock Mills Project".
6. See attached for New Jersey Housing Mortgage Finance Agency "Addendum to Architect's Contract" dated 12/27/10.
7. John Saracco Architect, LLC remains the Architect of Record for the Project. All architectural documents that are required to be signed and sealed for this project will be executed by that office. In addition, Nacamuli Associates, Elizabeth, NJ, shall remain the Structural Engineer of Record for the Parking Structure. Boswell Engineering, South Hackensack, NJ, shall become the Structural Engineer of Record for the "I" Buildings (Modular Prefabricated "New" Construction Units).
8. Our services exclude professional cost estimating and professional scheduling.
9. Our services exclude evaluation, specification and / or design services for remediation work activities to any existing environmental conditions at the site. These include, but are not limited to: contaminated soils, contaminated groundwater, asbestos, lead and radon.
10. Our services exclude site /civil engineering, landscape design, mechanical / electrical / plumbing engineering, fire protection engineering, specialty lighting design, specialty acoustical design, furniture, fixtures, and equipment, food service design, Information Technology, etc.
11. Our services exclude permit, application or filing fees associated with project permitting and approval.
12. Our services exclude materials testing and inspections.
13. Our services exclude sustainable design features, "green" design, LEED design or engineering fees, energy modeling, commissioning, etc. This can be completed on a time and material basis.
14. Our services exclude any site related approvals, ie site plan approval, planning board, NJDEP, etc.
15. Our services exclude presentation drawings, 3D computer renderings, etc. These can be completed on a time and material basis.
16. Any and all requests or requirements from the Owner/ Project Manager / Agency, etc. for General Liability Insurance or Professional Liability Insurance limits above and beyond that which is currently in place by Architect or Engineering consultant, shall be deemed a reimbursable cost. Increases to insurance limits shall go into affect only after reimbursement from Owner to insurance company is received.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Philip W Gibbs, President, Hamel Builders
for Whitlock Mills , LP

(Printed name and title)

(Signature)

John Hatch, AIA, Partner

(Printed name and title)

IntL

Additions and Deletions Report for AIA® Document B727™ – 1988

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:19:53 on 01/17/2011.

PAGE 1

AGREEMENT made as of the 27th day of December in the year Two Thousand and Ten

...

(Name, legal status and address)

Whitlock Mills, LP (A Limited Partnership)
6851 Oak Hall Lane
Suite 100
Columbia, MD 21045

...

Clarke Caton Hintz, A Professional Corporation
100 Barrack Street
Trenton, NJ 08608

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Whitlock Mills:
The Whitlock Mills Project consists of the renovation of existing, historic buildings and the renovation of "new" units totaling a 330-unit housing development. The project is located at 160 Lafayette Street in Jersey City, New Jersey, (Block 2057, Lot 15K). This site is approximately seven (7) acres bounded by Manning Avenue, Lafayette Street, Maple Street and the Conrail Company of New Jersey. The project is a combination of an adaptive re-use of historic factory buildings and the renovation of (29) recently constructed modular buildings. The site was the former Whitlock Cordage Company, a nineteenth century company which manufactured rope for the maritime industry. The site is currently part of the Morris Canal Redevelopment Area in the historic Lafayette neighborhood adjacent to Webb Park.

The project has been designed, approved, and constructed to approximately 85% completion. Construction documents were submitted to the Jersey City Building Department on December 08, 2003 by the Architect of Record John Saracco, R.A. for the construction of the Whitlock Mills Housing Development. The Jersey City Building Department released the "Plans" for construction on May 20, 2004. Notice to Proceed was given to the Contractor on April 23, 2004. As of December 11, 2009 including the stop work order issued by Jersey City Building Department on September 23, 2008, no work has been performed at the Whitlock Mills site other than the limited winterization of portions of the "I" Buildings and minor corrective work to address water infiltration in various buildings, both new and existing.

Clarke Caton Hintz Architects, and our consultants, Harrison Hamnett Structural Engineers, will aid and assist the Owner, Project Manager, Agency, Contractor, and design team in the completion of the revised plans and specifications to the satisfaction of the Jersey City Building Department. We shall also assist in the

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administration of the construction contract as needed for the completion of the project. Our services are further described in Article I.

The Owner and the Architect agree as set forth below.
ARTICLE 1 ARCHITECT'S SERVICES
(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

1. The existing design team, led by John Saracco, Architect, LLC, remains as the Architect of Record. They will continue to work for Whitlock Mills, LP and will retain ultimate responsibility and liability for the project.
2. Clarke Caton Hintz (CCH) and Harrison Hamnett (HH) are retained by the Owner to assist the existing design team (Architect of Record) by reviewing their work, managing the relationship with the Jersey City Building Department (JCBD) to facilitate on-going code and construction approvals, producing sketches and documentation as required, attending project meetings, reviewing payment requisitions, reviewing shop drawings, etc. CCH will be, in essence, the Production Architect.
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4. Neither CCH nor HH is responsible for any of the design work already completed, nor for repeating all of the calculations and building code reviews already completed.

-
5. Clarke Caton Hintz shall be the Production Architect only. We shall prepare, or supervise, or manage, or assist in the preparation of the revised plans and specifications. Harrison Hamnett Structural Engineers will act in a similar review capacity only.

Method and means of compensation

To be billed on a "Time and Material" basis per CCH's and the subconsultant's standard hourly rates.

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(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

Method and means of compensation

PAGE 5

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Time and Material per quoted hourly rates:

CLARKE CATON HINTZ

2011 Professional Architectural Hourly Rates

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Note: These rate schedules may be adjusted as of January 1st of each subsequent year.

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§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of One (1.00) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 6

5.00 % per annum

In addition to accrued interest, Architect may suspend services to Owner if Architect's invoice is not paid within sixty (60) days of invoice date. Architect shall be obligated to resume service as soon as Owner makes the necessary payment.

1. In consideration of the risks and rewards involved in this Project, the Owner agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the Owner on this project and from any claims of copyright or patent infringement by the Architect arising from the use or reuse of any documents prepared or provided by the Owner or any prior consultant of the Owner.
2. This proposal is subject to the requirements of the Project Operations Agreement, dated 12/20/10, Section 4.05, which mandates this agreement can be terminated at the direction of the Owner and or New Jersey Housing Mortgage Finance Agency (NJHMFA) by the Project Manager.
3. The parties acknowledge that the Owner (Whitlock Mills, LP) has engaged the services of Hamel Builders, Inc. as a Project Manager to coordinate, manage, direct, complete and supervise the prosecution and completion of all construction related services to complete the Project. Any approvals required under this Agreement by the Owner shall be given by the Project Manager pursuant to that certain Power of Attorney dated December 20, 2010 and the Construction management Agreement of even date herewith. In addition, Hamel Builders may execute, sign, seal, acknowledge and deliver in the name of Whitlock, any and all contracts, subcontracts, agreements, etc.
4. All communications will be directed to the Project Manager with copies to the Agency (NJHMFA) and to Hill International (Construction Consultant).
5. Minimum requirements of scope and fee were detailed in the 12/27/10 CCH letter to Paul Graves of Hamel Builders entitled "Proposal to Assist with the Completion of the Whitlock Mills Project".
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7. John Saracco Architect, LLC remains the Architect of Record for the Project. All architectural documents that are required to be signed and sealed for this project will be executed by that office. In addition, Nacamuli Associates, Elizabeth, NJ, shall remain the Structural Engineer of Record for the Parking Structure. Boswell Engineering, South Hackensack, NJ, shall become the Structural Engineer of Record for the "I" Buildings (Modular Prefabricated "New" Construction Units).
8. Our services exclude professional cost estimating and professional scheduling.
9. Our services exclude evaluation, specification and / or design services for remediation work activities to any existing environmental conditions at the site. These include, but are not limited to: contaminated soils, contaminated groundwater, asbestos, lead and radon.
10. Our services exclude site /civil engineering, landscape design, mechanical / electrical / plumbing engineering, fire protection engineering, specialty lighting design, specialty acoustical design, furniture, fixtures, and equipment, food service design, Information Technology, etc.

11. Our services exclude permit, application or filing fees associated with project permitting and approval.
12. Our services exclude materials testing and inspections.
13. Our services exclude sustainable design features, "green" design, LEED design or engineering fees, energy modeling, commissioning, etc. This can be completed on a time and material basis.
14. Our services exclude any site related approvals, ie site plan approval, planning board, NJDEP, etc.
15. Our services exclude presentation drawings, 3D computer renderings, etc. These can be completed on a time and material basis
16. Any and all requests or requirements from the Owner/ Project Manager / Agency, etc. for General Liability Insurance or Professional Liability Insurance limits above and beyond that which is currently in place by Architect or Engineering consultant, shall be deemed a reimbursable cost. Increases to insurance limits shall go into affect only after reimbursement from Owner to insurance company is received.

PAGE 7

Philip W Gibbs, President, Hamel Builders
for Whitlock Mills, LP

John Hatch, AIA, Partner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John D. S. Hatch, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:19:53 on 01/17/2011 under Order No. 6380357188_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B727™ – 1988, Standard Form of Agreement Between Owner and Architect for Special Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)