

Exhibit “A”

RESOLUTION

WHEREAS, the Township of West Orange desires to host an event from June 30, 2017 through July 5, 2017 featuring a 3/5 scale replica of the Vietnam Veteran's Memorial Wall located in Washington, D.C. (the "Memorial Wall Replica"); and

WHEREAS, a company called the Vietnam and All Veterans of Brevard, Inc. ("VVB") from Melbourne Florida has provided a price quote and proposed agreement for use of the Memorial Wall Replica, a copy of the proposed agreement is annexed hereto as Exhibit "A;" and

WHEREAS, the price quoted is an estimate cost of \$7,248.00 which includes \$5,500.00 for the cost of the Memorial Wall Replica and \$1,748.00 for fuel and travel expenses, in addition to the requirement to provide lodging for VVB's personnel during the event; and

WHEREAS, the Township of West Orange believes that this event will be a positive means to honor the veterans within the community and educate the public.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute the Agreement with VVB, annexed hereto as Exhibit "A;" and be it further

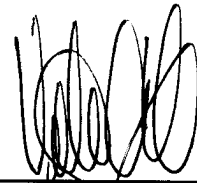
RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Agreement with VVB; and be it further

RESOLVED, that the Township of West Orange authorizes the initial \$1,000 deposit consistent with the applicable provision in the Agreement with VVB; and be it further

RESOLVED, that the Township of West Orange designates Joseph Pelose, Superintendent of Public Works as the point of contact for coordinating with VVB for planning of the event; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office
in accordance with applicable law.

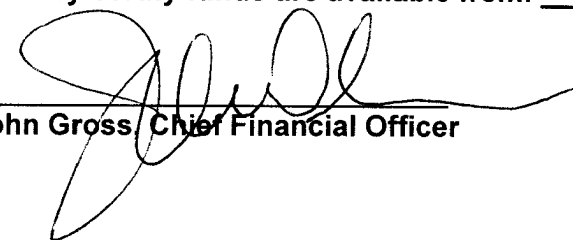

Karen J. Carnevale, R.M.C.
Township Clerk


Victor Cirilo
Council President

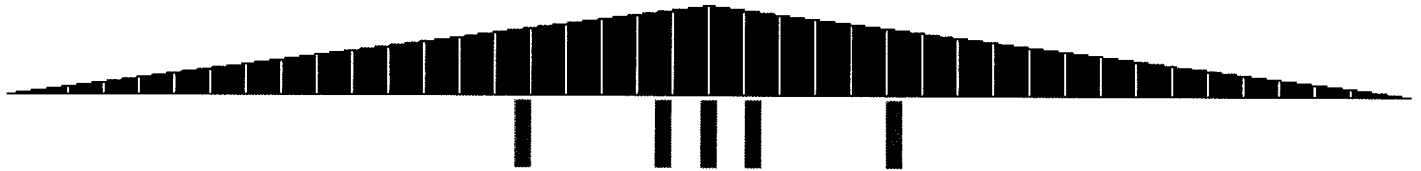
Adopted: December 20, 2016

I hereby certify funds are available from:

01-2010-00-9302-30


John Gross, Chief Financial Officer

Account No.



The Vietnam Traveling Memorial Wall®
Vietnam and All Veterans of Brevard, Inc.
PO Box 237225 Cocoa, FL 32923 - Phone 321-652-4185
www.TravelingWall.us

AGREEMENT 2017

This agreement by and between the Vietnam and All Veteran's of Brevard, Inc. a/k/a Vietnam Veteran's of Brevard, Inc. (hereinafter the "VVB") and **Township of West Orange NJ** (hereafter the "Township") entered into this date of **20 December 2016** as follows

1. This Agreement relates to the VVB providing an approximate 3/5 scale replica of the Vietnam Veteran's Memorial Wall located in Washington, D.C., along with equipment for the name locator and associated equipment.
2. The Township shall pay the sum of \$5,500.00 relative to the use of Memorial Wall during the period of **6/30/2017** through **7/5/2017**. Township shall pay a \$1,000.00 deposit, which is due upon the execution of this Agreement. Township agrees to pay the cost of fuel for every mile in excess of 400 miles, and travel expenses to include two (2) motel rooms and per-diem for two (2) people roundtrip. In other words, the \$5,500.00 sum relative to the Memorial Wall includes mileage up to 400 miles. All mileage in excess of 400 miles shall be paid by the Township. If the Wall is needed longer, a rate of \$200 per day will be added to the cost. (Does not include two weekends). The parties agree the VVB has the right to adjust the fuel charge up to and including the day prior to the event, but any such adjustment shall not include any increase in the fuel charge greater than \$800 and shall only occur upon submission of documentation evidencing the basis for such increase.
3. The balance of \$4,500.00 along with any other associated costs referred to in this agreement is due upon the arrival of the Vietnam Traveling Memorial Wall at the exhibition site. The parties agree that the exhibition site is located at **TBD – West Orange, NJ**.
4. Either party may terminate this agreement without cause within thirty (30) days of signing this Agreement. There must be a timely written notice of intent to cancel this Agreement in order for the deposit of \$1,000.00 to be returned to the Township. In the event the Township elects to cancel the Agreement, then the written notice to cancel must be received by the VVB within thirty (30) days of the date of the signing of this agreement; otherwise, the deposit is forfeited. The Township waives any claim to the deposit in that event.
5. Acceptance of this agreement by the VVB is subject to the Township's compliance with the terms, conditions and guidelines as set forth in Information Kit 2015/16 Rev: August 6, 2014 attached hereto as Exhibit "A," and made a part of this Agreement.
6. The Township must provide a sufficient number of volunteers defined by the VVB for the purpose of setting up the Memorial Wall, providing the name locator assistance, providing 24 hour security and disassembly of the Memorial Wall. The Township shall provide a minimum crew of twenty (20) people (18 years or older) to set up and disassemble the Wall. In the event the Township does not provide the adequate number of people to set up and disassemble the Wall, then the VVB in its sole discretion may hire an outside contractor to provide these services and bill the Township accordingly. The Township specifically agrees to pay the cost of these services.

7. Alternatively, the VVB may cancel this agreement upon arrival at the exhibition site if at least twenty (20) people are not present to set up and committed to disassemble the memorial wall.

In the event the VVB elects to cancel this agreement due to the inadequate number of people to disassemble the Wall, then the VVB is relieved of any and all obligations relating to this agreement and shall retain the \$1,000 deposit which shall be forfeited by the Township.

8. The Township shall provide and prepay for two (2) smoking motel rooms (if possible) at a major motel acceptable for the duration of the event. Contact manger about extended stay motels. The duration of the event is defined to include 24 hours before the scheduled date and time to assemble the Memorial Wall and 24 hours after the scheduled date and time to disassemble the Memorial Wall.
9. Township shall be responsible for obtaining all licenses and permits required for the uses authorized.
10. Township shall indemnify and hold harmless the VVB and its agents, directors, officers, employees and representatives from and against all claims, damages, losses and expenses, that result from any negligence or recklessness by the Township and/or its employees, agents or volunteers, including but not limited to personal injury and/or property damage arising out of or resulting from the performance of this agreement.
11. The Township shall secure a liability insurance policy naming the VVB as an additional insured in the minimum amount of \$1,000,000.00. The Township shall provide the VVB evidence of the policy at least ten (10) days before the effective date of the arrival of the Memorial Wall.
12. In the event that the exhibit shall be prevented or delayed due to acts of nature or acts of God or any other contingencies beyond the scope and control of the VVB, exhibit dates will be appropriately adjusted and rescheduled.
13. This Agreement shall be interpreted and controlled by New Jersey law.
14. The Township shall provide the VVB evidence of compliance of all obligations obtained in this agreement upon demand by the VVB. Any noncompliance by the Township entitles the VVB to cancel the Agreement and retain the deposit(s).
15. This contract between the Vietnam Traveling Memorial Wall Committee and Township shall be binding upon the parties and represents the entire agreement between the parties.
16. Each party represents that the person signing this document has been authorized to bind the respective parties.

Vietnam and All Veteran's of Brevard, Inc.

Township of West Orange

Sign: _____

Name Robert D. Parisi

Title Mayor

Date: _____

Date: 12.21.16

Please mail completed forms and other information to:

The Vietnam and All Veteran's of Brevard, Inc.
C/O Richard Russo
2636 Locksley Rd.
Melbourne, FL. 32935

Wall Cost \$5,500.00
Fuel / Travel Charge: \$ 1,748.00
Total: \$7,248.00
Less Deposit: \$1,000.00
Total Due on Arrival: \$6,248.00

The Vietnam Traveling Memorial Wall Information Kit 2015 / 2016

REV: August 6, 2014

Sponsoring the Vietnam Traveling Memorial Wall

Once you have confirmed the dates for your event, you are on the way to bringing **The Vietnam Traveling Memorial Wall** to your community. The logistics involved may be a lot for one person to handle, so we recommend that you organize a committee and share the workload. If “**The Wall**” is being brought to your community in conjunction with another event, it is imperative that two committees are formed. One for “**The Wall**” the other for the event. This will insure that the Wall committee will be dedicated only to the Wall. We also recommend a Point of Contact (POC) to work with the Wall Manager, this way one person can report to the committee and the Wall manager. Provide copies of this packet for your members and contact us with any questions you or your committee might have, as we are here to help make **The Vietnam Traveling Memorial Wall** a great community event.

Fundraising

As the sponsor, you have several options to help with the funding. Several options might be joining with another veteran's organization and co-sponsor the event, contact local businesses in your community to help with the funding. City and county governments, the local tourism board are other options.

Publicity

Publicity is crucial in getting the word out to your community that **The Vietnam Traveling Memorial Wall** is coming to your town. Distribute media packets to the local TV and radio stations for Public Service Ads (PSA's). Contact the newspapers, daily and weekly, with a story. Feel free to have the local papers contact the Wall Manager for information, and pictures. Our logo may be used on posters and flyers *only*. Use of our logo on any other items is prohibited. We can provide pictures taken by Welsh Photography with proper credit given in all publications. In addition, if you have a web site we can add your link on our site and ask that you put our link on yours; this will also help get the word out. We are **The Vietnam Traveling Memorial Wall and require that our proper name be used in all your advertisements and programs.** By using all assets available, you will ensure that the community will not only know about your event, but will want to come out and show support.

The Site Location

Due to the size of **The Vietnam Traveling Memorial Wall**, the best place to set up is in a park or an area with grass and trees. We can adjust the angle of the wings up to 180 degrees however: **The Vietnam Traveling Memorial Wall** looks best set between 120- 135 degrees at the apex. (See lay out drawing) Begin by deciding where you want the apex (center), measure 144 feet for each wing and adjust the angle for 125°. You will need an area about 310' x 60' and the ground should be level and flat (shoot with a transit) to make set up easier. You also need 5 feet of grass behind the Wall so the stakes that support the Wall will be set up properly. The site prep can be prepared in advance with a box blade and packing fill for level flat ground. If there are problems with the level of the land, building a wooden frame is suggested. Attachment #1 shows the guidelines for the frame.

Landscaping

The landscaping options are the choice of the Sponsor. Our recommendations are placing mulch (7 cubic yards of mulch is ample) in front of the Wall; this covers the rails and gives a place for people to leave items. Shrubs, small trees or even flowers at each end of the Wall add a nice touch in these areas. Contact your local florists and lawn & garden business and Home Depot regarding the loan of shrubs. You can also purchase them and then sell them to your membership after the event. Accommodations for wheelchairs should also be addressed. Providing flowers or small flags for people to place at the Wall is always appreciated by the visitors to the Wall.

Set up of and take down of The Vietnam Traveling Memorial Wall

The crew size needed for setting up and taking down **The Vietnam Traveling Memorial Wall** a minimum of twenty (20) people (18 years or older) is required. Prior to set up, the Wall Manager will brief everyone on how to set it up. Tools and hardware used for set up are provided by the Wall manager. It will take about five hours for set up. We also ask that you have three (3) 2x4's and a saw to cut them if needed, plus twenty (20) cinder blocks for leveling and frame support. Accommodations for wheelchairs should also be addressed.

Due to the length of time required for set up (3 to 6 hours) and take down (3 to 5 hours), please have bottled water available for the workers.

The Vietnam Traveling Memorial Wall Escort

Many of the sponsors want to escort **The Vietnam Traveling Memorial Wall** into their community. Local veteran motorcycle groups and clubs (i.e. Legion Riders, PGR, HOG, or local riders) are always ready to provide an escort. A large place to meet such as a parking lots is needed for the formation. Contact the local law enforcement to work out the route and let the public know. The time and place for meeting the escort can be worked out with the Wall Manager.

Inclement Weather

During lightning storms, **The Vietnam Traveling Memorial Wall** will close to protect the visitors.

If the drainage is poor at the Wall, wood chips or straw should be available to place in front of The WALL to prevent mud from forming and create a walkway for the visitors.

Volunteers

Out of respect for the names on The Vietnam Traveling Memorial Wall, we will require a minimum of two (2) people to staff the Wall 24 hours a day. This will ensure that people visiting the Wall do not smoke, bring in food, drinks or pets. The volunteers will also be responsible for prohibiting horseplay, limiting cell phone use and assisting visitors in finding names and obtaining rubbings.

During the hours of 9 a.m. – 9 p.m., a minimum of two (2) volunteers are required to work in the locator tent to find the names in the directories. Due to the sensitivity involved in finding the names, volunteers working the locator booth must be adults. Attachment #2 is a letter written by a Clinical Psychologist who works with Veterans, to give volunteers insight to the emotions some veterans experience while visiting the Wall. Please make copies and distribute to all volunteers.

During the peak times, additional volunteers will be required. These peak times are usually Friday evening, Saturday and Sunday. We will brief the volunteers at every shift change on the workings of the directories and the Wall. The Wall will provide rubbing paper and pencils.

The volunteers should have a list of emergency phone numbers at the Command Post. The Wall Manager will also give the sponsor contact information. These numbers should also be available to the volunteers at night.

Shelters/Command Post

A tent or shelter will be needed for the volunteers working the directories to help people find names. In addition, we suggest that you have an area with a few tents or canopies for the workers to take a break. You could use a tent or an RV for a command post to run your work and volunteer crews. In areas prone to afternoon thunderstorms, an RV or a truck should be available for the security crews to use during times of lightning.

Food & Water for Volunteers

We recommend that coffee and water is available for the workers throughout the day and night. By talking to fraternal organizations and businesses, you should be able to get food or snacks and water donated.

Fire & Police

Due to the large number of people that will turn out for your event, be sure to coordinate with your police departments to help with traffic control. The fire department should be contacted in case they have to respond with a rescue unit.

Power and Lighting

Portable halogen lights (approximately two units should cover it) can be rented from or construction equipment companies in your community to provide illumination at the Wall during the night. This also can be the power source for the coffee pots if no other source is available.

Flag Poles, Signs and Grounds Keeping

The Vietnam Traveling Memorial Wall will supply three American Flags behind the Wall at the apex and one POW-MIA flag at each end of the Wall. The five-service flags will be placed around the front of The Vietnam Traveling Memorial Wall. **Everything inside the flag line is Hallowed Ground and will be treated as such.** The sponsor may fly their state flag if they choose.

“No Smoking, No Drinking, No Food, No Cell Phones and No Pets” signs (supplied by the Wall crew) shall be placed near the entrance to **The Vietnam Traveling Memorial Wall** area. A trash container should be near by for items. Volunteers should be instructed to keep the area free of litter and dump trash containers.

If there are no buildings close by for public use, portable chemical toilets should be provided.

Artifacts Left

Visitors to **The Vietnam Traveling Memorial Wall** often bring memorabilia and leave it at the base of panel where their loved ones name is inscribed. It will be up to the sponsor to remove and appropriately handle all materials left by the public at The Vietnam Traveling Memorial Wall during exhibition.

Counseling

The Vietnam Traveling Memorial Wall can be an emotional experience for some. Please consider having understanding and knowledgeable counselors on hand. A good source is the local Vet Center. They are usually eager to hep and in some cases provide the mobile van. The VA and local ministries are also good sources for these volunteers.

Ceremonies / Programs

We suggest holding an opening ceremony within the first few days. Local heroes and/or dignitaries can speak. The Wall Manager is also available to speak on the Wall. This a good time to acknowledge sponsors and organizations who contributed to your event. Local veteran organizations may wish to place wreaths and provide Color Guards.

On the last day, you can have a closing ceremony, maybe retiring the Colors and Taps, anything you feel would make a proper statement.

The visitors always appreciate a program or brochure for the opening or closing. The cost of printing can be expensive if you cannot get services donated. By combining the opening and closing agendas in the same program they can use the same one all week. A program is a good place to mention any businesses or other groups that have been helpful in supporting you in putting on this event.

Schools

If your event falls during the school year, it is always a good idea to invite the schools to visit **The Vietnam Traveling Memorial Wall**. The sponsor can coordinate with the Principals to set visiting times. The Wall Manager will be available when the students arrive to answer any questions and give a briefing of the meaning of the Wall. We welcome the students and thank the teachers who want to expose their classes to a part of history that is no longer in the history curriculum in many schools.

The Wall is sacred and therefore entitled to respect and reverence. Students should be well behaved and quiet. Should the students become unruly they will asked to leave. Rubbings of the names are prohibited as it can become a game. **The Wall is sacred and therefore entitled to respect and reverence.** Please make sure that teachers and professors are aware of what is expected of their students by giving them a copy of Attachment #3.

If a student should have a relative on the Wall and wants to get a rubbing, it will be permitted under supervision of the Wall Manager

Donation Jars

It is our policy that any money collected by the use of donation jars will go to the sponsor, not **The Vietnam Traveling Memorial Wall**. Sponsors can use donation jars to help defray the cost of bringing **The Vietnam Traveling Memorial Wall** to your city. **We require that a label on the donation jars identify who will be receiving the money.** This prevents any confusion as many people think the money goes to the Vietnam Traveling Memorial Wall. If you have a business, or city funding for The Vietnam Traveling Memorial Wall and you choose to use donation jars we suggest that the money collected for veterans programs in your area or a charity supporting our Troops or Veterans.

Vendors

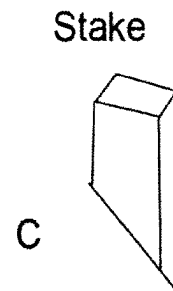
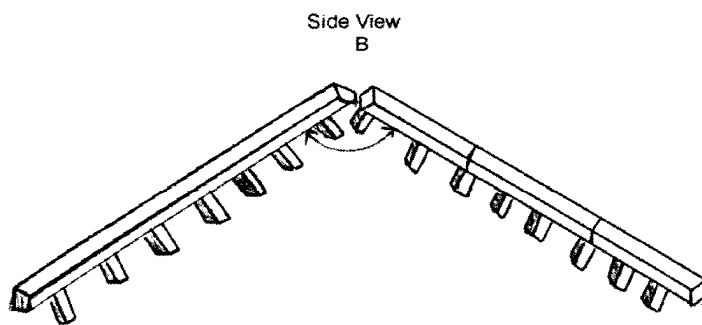
The area around the Wall is considered hallowed ground and should be respected. If you choose to have other things at your event, they cannot be in area around **The Vietnam Traveling Memorial Wall**. A stage maybe set up for the opening and closing but no other entertainment can use it (excluded are military bands for the Ceremonies). The Wall Manager will approve static displays at **The Vietnam Traveling Memorial Wall**.

Attachment #1

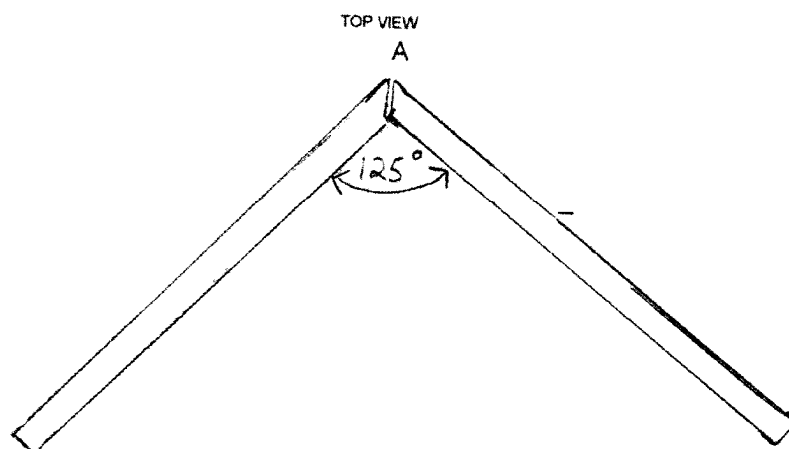
Instructions for building a frame

The following are instructions to build a wood frame that supports the Wall in the event the ground is not level. To build the frame you will need 30 10' 2x4's (15 per side, total 144'). You can use 4x4's if this would work better pending how high you need to go to be level. You will also need 2x4's to cut for stakes. See drawing C. Request pictures of frame from Wall Manager.

1. First, you need to shoot the site with a transit and run a level string line with your 125-degree angle at the apex and 144' for each wing (East & West).
2. At the apex set your first stake about 3" down the string line. Do this for both the east and the west wing. As you pound in the stakes, run them parallel to the string with the 2" side against it. If you cut your stakes at 12", they should be solid when you pound them in the ground.
3. Pound your stakes at the 3', 6' and 9' mark, the stake at the 3' and 9' mark will be where the 2x4's butt up to each other. Then set the 2x4's on the top. See Pictures below.



4. Set all you stakes for both the East and West wing. When this is done cut your stakes off so they are all even with the top of the string line. Place 2x4's on the top of the stakes (4" side up) and secure with screws. See picture A.



Attachment #2

DEPARTMENT OF VETERANS AFFAIRS
Brevard Outpatient Clinic
2900 Veterans Way
Viera, FL 32940

July 18, 2008

To volunteers assisting with The Vietnam Traveling Memorial Wall

Thank you so much for your willingness to be a very important part of the healing process for many veterans. I was asked to write this letter to help deepen your understanding of the emotional experiences many veterans have when visiting the Wall.

While the Wall is many different things to many people, for most, it is certainly an extremely powerful symbolic representation of the war both in magnitude with the number of names, and in intimacy with listing of each individual name. Many of us have not had to suffer hardships of war, so it is difficult to understand the emotional aftermath of the experience, but not necessarily beyond our frame of reference.

The emotional bonds between warriors who serve in war together most often can quickly become as close, and even closer, than the bonds between family members. Qualitatively, the emotions many veterans experience are not that different from what we might have experienced at the funerals of a parent, child or sibling.

It can be useful to think of the Wall as being similar to a tombstone. Perhaps, you could imagine what it might be like to visit the grave of a close friend or family member who died while enduring incredible hardships to keep you and the rest of your family alive. I think that about, as close as most of us who have not been at war can come to emotionally understand the experience. Another emotional factor is the intense anxiety and phobic avoidance associated with the Wall for many veterans.

Many of us have unrealistic fears of flying, public speaking, snakes, spiders, the dentist and can go well out of our way to avoid being in those situations. Most veterans have similar anxious feelings about the Wall as it can bring up such intense memories and emotions. However, many veterans feel it is a duty for them to pay respects to those that died in service. Therefore, for many veterans, visiting the Wall can be a kind of pilgrimage that has taken them many years to be able to work up to.

Lastly, there is a magnitude of loss and suffering which is captured in all of those names and trying to find some kind of meaning, or reason for it. Each veteran has a unique experience with the Wall, but these are common emotional experiences for many. My hope in writing this is that it has provided some of you with a deeper understanding of the veteran's emotional experiences so that you recognize that when you set up a panel of find a name for someone, you are doing so much more than you may realize, and that we all might be better able to honor those who have fought for us and to better help them heal.

With warmest thanks for your service,

Daniel S. Philpot, Psy D
Clinical Psychologist

Schools

Principals and Teachers,

Thank you for making this event available to your students. It is always a pleasure to be involved with educators who wish to expose students to a part of history that is no longer in the history curriculum in many schools.

In order to make their time at the Wall productive, please set scheduled times for each group with the sponsor. The Wall Manager, a Vietnam Veteran, will be at the Wall to brief the students and answer any questions.

The Vietnam Traveling Memorial Wall is sacred and therefore entitled to respect and reverence. Students attending the Wall should be well behaved and quite. Due to the large number of students during class trips, we do not allow the rubbing of names. We have found this gets out of control and turns in to a game. If the students become unruly they will be asked to leave. If a student that has a grandfather or family member on the Wall special consideration will be given. Upon arrival, contact the Wall Manger with this request.

It is our hope that by bringing students to the Vietnam Traveling Memorial Wall it will spark an interest in history and get them to return with their parents. Your help with this will ensure that the Vietnam War and those that died will not be forgotten.

Yours truly,

Doc Russo
Wall Manager

Exhibit “B”

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on 18 Feb., 2017 by and between the Vietnam and All Veteran's of Brevard, Inc. a/k/a Vietnam Veteran's of Brevard, Inc. (hereinafter, "VVB"), located in Cocoa, Florida 32923 and the Township of West Orange (hereinafter the "Township"), located at 66 Main Street., West Orange, New Jersey 07052. VVB and the Township are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, the Township desires to host an event utilizing a 3/5 scale replica of the Vietnam Veteran's Memorial Wall located in Washington, DC (the "Replica Wall"); and

WHEREAS, the Township and VVB has agreed to the terms governing the use of the Replica Wall as set forth in the agreement annexed hereto as Exhibit "A" (the "Event Agreement"); and

WHEREAS, pursuant to paragraph 10 of the Event Agreement, the Township agreed indemnify and hold harmless the VVB.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, VVB and the Township hereby agree as follows;

TERMS

1. Indemnification and Hold Harmless, West Orange Police Department shall fully defend, indemnify, and hold harmless the VVB from any and all claims, lawsuits, damages, losses, expenses, demands, causes of action, liability, loss, and/or injury that results from any negligence or recklessness by the Township and/or its employees, agents or volunteers, including but not limited to personal injury and/or property damage arising out of the performance of the Event Agreement.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service

voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statement or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under New Jersey law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under New Jersey law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of New Jersey, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the Superior Court of New Jersey, Law Division. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures. This Agreement shall be signed on behalf of VVB by Richard Russo, and on behalf of Township of West Orange Mayor Robert D. Parisi and effective as of the date first written above.

VIETNAM AND ALL VETERAN'S
OF BREVARD, INC.

A handwritten signature in dark ink, appearing to read 'Richard Russo', is written over a horizontal line.

RICHARD RUSSO

TOWNSHIP OF WEST ORANGE

A horizontal line is drawn above the name Robert D. Paris.

ROBERT D. PARIS

Mayor for the Township of West Orange