

**NRDF AGREEMENT**

THIS AGREEMENT is made as of the last date signed below (“Effective Date”) by and between Zufall Health Center, Inc. (“Zufall”) and the Township of West Orange (the “Township”) (collectively the “Parties”).

**RECITALS**

WHEREAS, on or about October 2, 2019, Zufall was granted site plan approval for the construction of a new 15,000 square foot health center at 49 Mount Pleasant Avenue (a/k/a Block 88, Lots 29 and 31) in the Township (the “Facility”).

WHEREAS, on or about December 7, 2020, the Township issued a demolition permit for the existing structure to permit construction of the Facility.

WHEREAS, on or about December 14, 2023, the Facility was completed and a ribbon cutting ceremony was held, attendees included officials of Zufall as well as the Mayor of the Township.

WHEREAS, on or about January 8, 2024 the Township issued a temporary certificate of occupancy for the Facility (the “TCO”).

WHEREAS, thereafter the Facility received final approval from the New Jersey Department of Health to commence patient care.

WHEREAS, since the issuance of the TCO, the parties have been in negotiations as to the amount of the assessed Non Residential Development Fee pursuant to N.J.S.A. 40:55D-8.1 et seq. (the “NRDF”) to be paid by Zufall to the Township so as to permit the issuance of a Final Certificate of Occupancy.

WHEREAS, Zufall has represented that the Facility provides and will continue to provide certain non-profit educational programs throughout the life of its ownership of the Facility.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the Parties and adequate and valuable consideration, which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The Recitals above are incorporated herein and shall remain in full force and effect.

2. Consideration. The Parties agree that the amount of the total assessment for purposes of the NRDF for the Facility shall be \$2,033,500 reduced by \$671,055 to reflect an education exemption for a portion of the Facility pursuant to N.J.S.A. 40:55D-8.4(b), for a total NRDF assessment of \$1,362,445. Based thereon, the total amount of the NRDF due and owing by Zufall to the Township for the Facility shall be \$34,061.13 calculated by multiplying \$1,362,445 by 2.5% pursuant to N.J.S.A. 40:55D-8.4(a). The Township agrees not to levy or assess any additional fees, charges or other amounts relative to the NRDF for the Facility.

3. Payment. Zufall shall pay the total amount of the NRDF to the Township set forth above (\$34,061.13) within ten (10) days of the Effective Date hereof by delivery to the Township Chief Financial Officer, 66 Main Street, West Orange, New Jersey 07052 with a copy via e-mail to Richard D. Trenk, Esq., Township Attorney, at [rtrenk@trenkisabel.law](mailto:rtrenk@trenkisabel.law). This shall be Zufall's final payment.

4. Certificate of Occupancy. The Township shall issue a final Certificate of Occupancy for the Facility as soon as practicable after of payment of the NRDF by Zufall.

5. Release. The Parties shall release and forever discharge each other and their agents, employees, members, parent companies, affiliates, shareholders, officers, directors, representatives, successors, attorneys, and assigns from any and all claims or causes of action of any type whatsoever, legal or equitable, whether known or unknown, arising from or pertaining

to any act, circumstance or related to (including the claims and any other claims or counterclaims that could have been brought in) the Parties in connection with the NRDF. Nothing contained herein shall limit or compromise any other Township rights and remedies.

6. Authority. Zufall acknowledges that it has received authorization from its Board of Directors or other appropriate authority to enter into this Agreement, and the Township acknowledges that it has the approval of its Governing Body to enter into this Agreement.

7. Severability. If any provision or provisions of this Agreement shall be held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. Governing Law and Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. Any controversy or claim arising out of or relating to this Agreement or any alleged breach thereof shall be brought in the Superior Court of the State of New Jersey. The Parties agree and consent to New Jersey as the sole and exclusive forum for any and all controversies or claims arising out of or related to this Agreement. The Parties waive any trial by jury in connection with same.

9. Consultation with Legal Counsel. The Parties agree that each party has had the opportunity to confer with legal counsel on the terms of this Agreement and that it shall not be subject to the principle that any ambiguities shall be construed against the drafter of the Agreement or any particular provision.

10. No Admission of Wrongdoing. The Parties acknowledge that anything contained herein is not to be construed as an admission of wrongdoing by either party and neither party admits to any wrongdoing.

11. Entire Agreement. The Parties agree that there are no additional promises or assurances between the Parties other than those written in this Agreement and that this Agreement constitutes the entire Agreement and the understanding of the Parties.

12. Counterparts and Facsimile Signatures. The Parties may sign this Agreement in counterparts and the Parties agree to accept facsimile or electronic signatures in lieu of original signatures.

IN WITNESS HEREOF, the undersigned have executed this Agreement effective as of the last date signed below to signify their understanding and acceptance of the terms and provisions of this Agreement.

Zufall Health Center, Inc.

Township of West Orange

By: Frances Palm  
Name: Frances Palm  
Title: President + CEO

Dated: 4/30/24

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_