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August 23, 2024

File No. 15454-15

VIA HAND DELIVERY

Dr. Edward C. Williams
Planning Director/Zoning Officer
Dept. of Development and Planning
520 Market Street, City Hall, Room 224
Camden, NJ 08101

**Re: Holtec Technology Center, LLC
Preliminary & Final Major Site Plan Application
Block 511, Lots 1, 77-87, 90-93
Block 512, Lots 55-74, 33-53, 109, 110, 113-117
Block 514, Lots 3-6, 9-32, 100-107, 118, 120, 145-149, 121, 150-155
Block 515, Lots 1 & 3 through 12
Block 455, Lot 1
2360 South Broadway**

Dear Dr. Williams:

This office represents Holtec Technology Center, LLC (“Applicant”) with the development of the above-referenced property located in the PRI Zoning District. The Property is commonly known as 2360 South Broadway (“Property”).

The Applicant received Final Site Plan approval to construct a new 51,568 square foot office building, a pole barn and related improvements on that part of the above-referenced Property, west of the relocated Broadway identified as Blocks 211, 512 & 514. The Applicant seeks approval to relocate the pole barn from the location that had been approved and to construct additional parking for the approved office building.

Additionally, the Applicant received approval for its headquarters office and manufacturing facility in 2015. At that time, the Applicant identified “phantom” parking stalls for future construction in the northeast corner of Block 455, next to the headquarters building, just north of the headquarters parking that has been constructed. The Applicant is now seeking to construct those parking stalls.

COUNSEL WHEN IT MATTERS.SM

Mount Laurel, New Jersey | Hamilton, New Jersey | Camden, New Jersey



No new variances have been identified with this application, however, the Applicant will request any and all variances, deviations or waivers that the Board may deem necessary upon its review of the application.

In that regard, I enclose the following:

1. Original plus twelve (O+12) copies of the Zoning Permit application;
2. Original plus twelve (O+12) copies of the Site Plan Application;
3. Thirteen (13) sets of the Amended Site Plan prepared by Pennoni;
4. Thirteen (13) copies of the Boundary Survey prepared by Pennoni;
5. Thirteen (13) copies of the Topographic Survey prepared by Pennoni;
6. Thirteen (13) copies of the Technical Report and Amended Stormwater Management Report prepared by Pennoni;
7. Thirteen (13) copies of the Technical Report and Stormwater Maintenance Report prepared by Pennoni;
8. Thirteen (13) copies of the Amended Traffic Impact Study prepared by Pennoni;
9. Thirteen (13) copies of the Site Plan Application Checklist;
10. Thirteen (13) copies of the Completed Assessment Certifications for each of the lots;
11. Original plus twelve (O+12) copies of the Escrow Agreement and executed W-9 form;
12. Thirteen (13) copies of the Disclosure of Owners of the Applicant pursuant to N.J.S.A. 40:55D-48.1;
13. Thirteen (13) copies of the relevant portions of the Ground Lease and First Amendment that permits the Applicant (Tenant) to construct improvements on the Property and specifically states that the Landlord shall have no rights of consent, dissent or power of veto for any such revision. (See Section 6.2(a). The leased Premises includes the subject Property (See Exhibit B to First Amendment to Ground Lease);
14. One (1) copies of the Proof of Ownership of each lot (showing South Jersey Port Corporation as the Property owner); and



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15. Applicant's checks in the amount of:

- a. \$87.30 representing the zoning permit fee;
- b. \$500.00 representing the pre-application fee;
- c. \$334.18 representing the amended final major site plan application fee;
- d. \$1,204.41 representing the amended final major site plan escrow fee.

Two (2) copies of all submission materials are being hand delivered directly to Dena M. Johnson at Remington & Vernick. Please review this application and confirm that it can be scheduled for consideration at the September 12, 2024 Planning Board meeting.

Thank you for your cooperation. If you have any questions, please contact me.

Very truly yours,



KEVIN D. SHEEHAN

KDS/tr

Enc.

cc: Dena M. Johnson, Remington & Vernick (w/ 2 copies of all materials filed)

ALL VIA EMAIL ONLY – WITH APPLICATION FORMS

Christopher Bieberbach, Holtec

Joseph Raday, P.E. Pennoni

DIVISION OF PLANNING
Sign Permit

Edward C. Williams

Planning Director/Zoning Officer
Department of Development and Planning
Division of Planning
520 Market street
City Hall, Room 224
P.O. Box 95120
Camden, NJ 08101-5120

Phone: 856-757-7214

Fax: 856-968-4705

Prior to erecting and/or altering any sign, a sign permit application must be completed. If the sign proposed is larger than permitted the zoning officer will deny the application and the applicant may choose to appeal before the Camden City Planning Board.

Requirements

- A proposed use and/or an accurate drawing of a proposed sign including dimensions and illustration signed by sign supplier.

CITY OF CAMDEN
DIVISION OF PLANNING
CITY HALL – ROOM 224
PO BOX 95120
CAMDEN, NEW JERSEY 08101-5120
(856) 757-7214

INSTRUCTIONS FOR ZONING/SIGN PERMIT APPLICATION

ALL APPLICANTS WHO NEED A ZONING/SIGN PERMIT MUST SUBMIT THE FOLLOWING:

1. Completed Zoning AND/OR Sign Application
2. Proof of ownership (deed, tax bill, or lease)
3. A detail floor plan of proposed use, conversion of single family dwelling shall have measurement of all habitable space. Accurate drawing of a proposed sign including dimensions and illustration signed by sign supplier. **Any addition or accessory uses or fences must have a Plot Plan and/or Survey. Additions/Fences must be presented on a Plot Plan/Survey with rear and side set back. You can obtain a Plot Plan from the Engineering Dept. located at 101 Newton Ave., 3rd Floor.**

*(copy of all/any plans must accompany application.

4. Completed attached Tax Certification (City of Camden Tax Office Room 117 1st floor plus Water/Sewer PNC Bank located Broadway & Market St.)

5. Application fee:
(non-refundable)

Single Family Dwelling	\$ 69.56
Two-Family Dwelling	\$ 139.13
Three-Family Dwelling	\$ 215.51
Or More	
Rooming House	\$ 259.16
Boarding House	\$ 259.16
Commercial Use	\$ 87.30
Industrial Warehousing	
& Manufacturing Use	\$ 139.87
Institutional Use	\$ 69.56
Advertising Billboards	\$ 395.56
Sign Application	\$ 79.11
Rezoning Application	\$ 345.09

Money Order or Check payable to the City of Camden

PLEASE RETURN COMPLETED APPLICATIONS TO THE ABOVE ADDRESS. **INCOMPLETE APPLICATIONS SHALL NOT BE PROCESS. ANY APPLICATION WHICH REMAINS INCOMPLETE FOR MORE THAN 10 BUSINESS DAYS WILL BE DISCARDED.** FALSIFICATION IN ANY FORM SHALL SUBJECT APPLICANT TO A FINE OR MUNICIPAL COURT.

No construction, erection, alteration, repair, remodeling, conversion, renovation or demolition of any building or structure shall begin prior to Zoning approval. Other municipal agency approvals maybe required.

DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION

I. GENERAL

Today's Date: August 23, 2024

Applicant: Holtec Technology Center, LLC Telephone: (856) 957-0924

Applicant's Address: 1 Holtec Blvd, Camden, NJ 08104

Applicant Interest : (please check one) owner tenant agent/owner

SUBMITTING FOR: Zoning Permit Sign Permit

1. Name and Address of property OWNER if different from that of applicant:

SAME

2. Address and Block and Lot number for which zoning/sign permit is desired:

2360 South Broadway

SEE BELOW ***

Block: _____ Lot: _____

3.

Zone District:	R1	R2	R3	C1	C2	C3	C4	LII	LI2	GI1	GI2
(please circle)	US	PR1	OL1	TOD	MW1	MW2	MS	CV2	CC		

4. Historic District: NO

5. What is the property/land PRESENTLY being used *entirely as*:

Holtec headquarters, manufacturing facility and approved second office building.

6. Is the structure presently vacant? No If so how long? _____

7. How many stories/floors does the building have? _____ Is there a basement/cellar? NO

*** Property

Block 511, Lots 1, 77-87, 90-93 / Block 512, Lots 55-74, 33-53, 109, 110, 113-117

Block 514, Lots 3-6, 9-32, 100-107, 118, 120, 145-149, 121, 150-155 / Block 515, Lot 1 and 3 through 12

DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION

II. ZONING

1. What is being proposed?

New Construction _____ Addition _____ Fence _____ (ht _____) Installation _____
New Business _____ Conversion _____ Other (explain: _____)

2. Describe in detail the use & activities PROPOSED (attached separate sheet if necessary):

Amend site plans to add parking and relocate approved pole barn.

3. Are there other activities existing within the same property? YES (please describe)

Holtec headquarters, manufacturing and approved office

4. Dimensions of Principal Building and/or structure 178'-5" x 148'-2"

5. Dimensions of All Accessory Building and/or structure 70'-4" x 30'-4"

6. Are any of the activities conducted in the principal building existing as a nonconforming use?

No X Yes _____ (please explain) _____

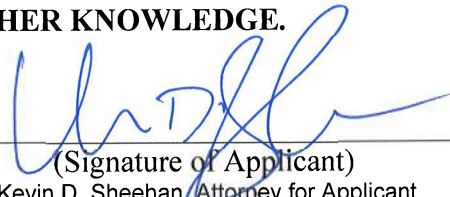
7. To the applicant's knowledge, has there been any prior applications made to the Zoning Board of Adjustment or the Planning Board?

No X Yes _____ (please explain) _____

THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION HAS BEEN COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE.

8/23/2024

(Date)



(Signature of Applicant)
Kevin D. Sheehan / Attorney for Applicant

Holtec Technology Center, LLC

(Name of Corporation or Association)

DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION

III. SIGN

NO SIGNS

1. Type Sign: Awning / Billboard / Freestanding / Hanging / Mounted / Off Site / Window
(please circle)

Other (describe): _____ Alteration of an existing sign _____
(attach photo & describe) _____

2. Are there any existing signs? _____ (if yes, please attach photos)

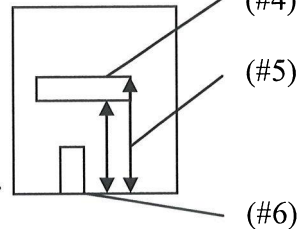
3. How many signs are proposed? _____

4. Will signs(s) be illuminated? Yes _____ No _____

5. Dimension: _____ X _____ = _____ sq ft.

6. Distance between ground and the lowest part of sign _____ ft.

7. Distance between ground and highest part of the sign _____ ft.



8. Material of Sign: _____

9. Color(s) on sign(s): _____

10. Illustration/Wording: _____

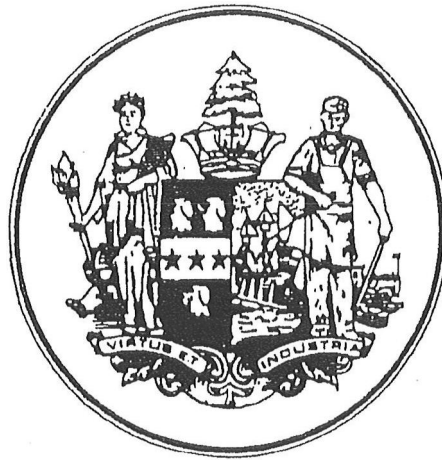
THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION HAS BEEN COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE AND FURTHER UNDERSTANDS THAT IF THE SIGN EXCEEDS THE MAXIMUM REQUIREMENT A VARIANCE THROUGH THE PLANNING BOARD OF THE CITY OF CAMDEN MUST BE REQUESTED.

8/23/2024
(Date)

(Signature of Applicant)
Kevin D. Sheehan, Attorney for Applicant
Holtec Technology Center, LLC
(Name of Corporation or Association)

DO NOT REMOVE OR DISCARD ANY PART OF THIS APPLICATION

CITY OF CAMDEN
DEPARTMENT OF ADMINISTRATION
DIVISION OF PLANNING



**SITE PLAN APPLICATION AND
SUBMISSION ITEMS PACKAGE**

**Any questions please contact:
Angela Miller, Planning Board Secretary
757-7214**

SITE PLAN APPLICATION AND SUBMISSION ITEMS PACKAGE

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CITY OF CAMDEN
SCHEDULE OF
PLANNING AND ZONING BOARD FEES
(revised)

I. ZONING PERMIT

A. Zoning Permit Applicationsee attached application

II. PLANNING BOARD FEES

A. PRE-APPLICATION MEETING FEE\$500.00

B. SUBDIVISION

1. Minor Subdivision (2 Lots or Less refer to section 577-18)

Application Fee:\$177.32

Engineer Review (Escrow Account)..\$528.24

2. Major Subdivision (Preliminary Plot)

Application Fee:.....\$528.24

Engineer Review (Escrow Acct.)..\$851.88 + 170.50 per lot created*

3. Major Subdivision (Final)

Application Fee:.....\$339.76

Engineer Review (Escrow Acct...) \$851.88 + 170.50 per lot created*

C. SITE PLAN

1. Preliminary Application (Review).....\$482.36 for .50 acre or less
\$803.40 for .50 acre or more

2. Engineering Review (Escrow Account)....\$1,204.41 for .50 acre or less
(Preliminary) \$2,408.82 for .50 acre or more

3. Final Application.....\$334.18

4. Engineer Review (Escrow Account)..... \$ 803.40 for .50 acre or less
(Final*) \$1,204.41 for .50 acre or more

(Amended Final Application Fee & Final Engineering Escrow Fee)

D. SIGN PERMIT

1. Sign Permit Application.....(see Zoning Permit Application)

E. PROPERTY LISTING FEES.....\$18.60 OR \$1.24 PER NAME WHICHEVER IS GREATER

(PURSUANT TO THE CODE OF THE CITY OF CAMDEN ARTICLE I, SECTION 233-4)

SITE PLAN APPLICATION

(Please Answer ALL Questions)

APPLICANT Holtec Technology Center, LLC

ADDRESS 1 Holtec Boulevard, Camden, NJ 08104

TELEPHONE# 856-957-0924 FAX# _____

OWNER OF PROPERTY South Jersey Port Corporation
(if other than applicant)

ADDRESS 2nd & Beckett Streets, Camden, NJ 08103

TELEPHONE 856-541-8500

IF APPLICANT IS INCORPORATE OR A PARTNERSHIP, LEGAL REPRESENTATION IS REQUIRED.
PLEASE PROVIDE THE FOLLOWING:

Attorney's Name Kevin D. Sheehan, Esquire, Parker McCay

Address 2 Cooper Street, Suite 1901, Camden, NJ 08102

Telephone# 856-985-4020 Fax# _____

PLEASE PROVIDE THE FOLLOWING INFORMATION BELOW:

Engineer and/or Architect 's Name Pennoni

Address 2 Aquarium Loop Drive, Suite 300, Camden, NJ 08103

Telephone# 856-668-8600 Fax# _____

ADDRESS OF DEVELOPMENT <u>2360 South Broadway</u>		
BLOCK NO.(S) <u>See below</u>	LOT NO.(S) _____	ZONE _____

Block 511, Lots 1, 77-87, 90-93 / Block 512, Lots 55-74, 33-53, 109, 110, 113-117

Block 514, Lots 3-6, 9-32, 100-107, 118, 120, 145-149, 121, 150-155 / Block 515, Lot 1 and 3-12

Block 455, Lot 1

PRESENT USE(S) _____

Holtec headquarters, manufacturing and approved office building.

DESCRIBE PROPOSED USES(S):

(attach separate sheet if needed) Amend site plans to add parking and relocate approved pole barn.

SQUARE FOOTAGE OF PROPOSED USE No new buildings.

LOT AREA (Measured in Square Footage) 326,349 sf.

BUILDING AREA OF GROUND FLOOR N/A, no new buildings

BUILDING AREA (Total Sq. Ft. - all floors) N/A, no new buildings

NO. OF PROPOSED PARKING SPACES Open

NO. OF EXISTING PARKING SPACES Open

AREA IN ACRES OF ANY ADDITION ADJOINING LAND OWNED BY APPLICANT Open

DOES THIS APPLICATION CONSTITUTE:
(Please check appropriate box)

- New Application
- Preliminary Preliminary and Final
- Revision or Resubmission of a prior application

*IS THIS APPLICATION FOR A VARIANCE TO CONSTRUCT A MULTI-DWELLING OF 25 OR MORE FAMILY DWELLING UNITS? (Please check) YES _____ NO X

*IS THIS APPLICATION INTENDED FOR COMMERCIAL PURPOSES(S)?
(Please check) YES X NO _____

IF THE ANSWER TO (A) OR (B) IS "YES", AND/OR IF APPLICANT IS A CORPORATION OR PARTNERSHIP, PLEASE PROVIDE THE FOLLOWING:

- Name and address of all stockholders or individual partners owning at least 10% of its stock, of any class, or at least 10% of the interest in the partnership, as the case may be. (Additional sheet may be attached if needed).

NAME

ADDRESS

SEE SEPERATE ATTACHED SHEET

DOES THIS APPLICATION INCLUDE:

1. AN ADDITION OF 1,000 SQ. FT. OR MORE TO AN EXISTING STRUCTURE?

(Please circle) YES NO

2. AN ADDITION OF 1,000 SQ. FT. OR MORE OF PAVING AREA FOR OFF-STREET PARKING?

(Please circle) YES NO

THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION HAS BEEN COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE.

8/23/2024

DATE

Kevin D. Sheehan, Attorney for Applicant

APPLICANT'S NAME (*PLEASE PRINT*)



APPLICANT'S SIGNATURE

SITE PLAN APPLICATION
CHECKLIST

CHECK IF
COMPLETED

FOR OFFICE
USE ONLY

- | | |
|--|-------|
| <input checked="" type="checkbox"/> 1. Zoning Application | _____ |
| <input checked="" type="checkbox"/> 2. Site Plan Applications & Site Plans (12 copies of both) | _____ |
| <input checked="" type="checkbox"/> 3. Proof of ownership (i.e. Deed, Tax Bill and/or Lease) | _____ |
| <input checked="" type="checkbox"/> 4. Signed escrow fee agreement | _____ |

PRIOR TO SUBMISSION OF ANY SITE PLAN APPLICATIONS EVERY APPLICANT MUST CALL FOR A PRE-APPLICATION CONFERENCE.

IT IS STRONGLY ADVISED THAT THE APPROPRIATE PROFESSIONALS BE PRESENT AT SAID MEETING.

PRE-APPLICATION CONFERENCE FEE: \$500.00

(ACCORDING TO SECTION 577-270 OF THE CITY'S ZONING CODE)

<p>*NOTE:</p> <p>A. Incomplete applications will not be processed.</p> <p>B. Submission hours are 8:30 a.m. to 4:30 p.m., Monday through Friday. All applications must be stamped "RECEIVED" by the Division of Planing. No outside drop-offs will be processed.</p> <p>C. All plans must be folded with <i>Title Block</i> facing upward.</p> <p>D. Whenever public notice is required, the Division of Planning shall prepare procedures for said notification and advise applicant of its readiness.</p>
--

The following checklist pertains to PLOT PLANS:

CHECK IF
COMPLETED

FOR OFFICE
USE ONLY

- | | |
|--|-------|
| <input checked="" type="checkbox"/> 1. Name and address of owner and applicant | _____ |
| <input checked="" type="checkbox"/> 2. Name, signature, licenses #, seal and address of engineer, land surveyor, architect, professional planner, and/or landscape architect (as applicable). | _____ |
| <input checked="" type="checkbox"/> 3. Title block denoting type of application, tax map sheet, county municipality, block and lot, and street address. | _____ |
| <input checked="" type="checkbox"/> 4. Key map not less than 1" - 1000" showing location of tract to surrounding streets, municipal boundaries, etc. within 500'. | _____ |
| <input checked="" type="checkbox"/> 5. Schedule for required and proposed zone requirements for lot area, frontage, setbacks, impervious coverage, parking, etc. | _____ |
| <input checked="" type="checkbox"/> 6. North arrow to top of sheet, scale and graphic scale | _____ |
| <input checked="" type="checkbox"/> 7. Signature block for board chair, secretary and engineer. | _____ |
| <input checked="" type="checkbox"/> 8. Date of property survey | _____ |
| <input checked="" type="checkbox"/> 9. Acreage of tract to nearest tenth | _____ |
| <input checked="" type="checkbox"/> 10. Date of original and all revisions | _____ |
| <input checked="" type="checkbox"/> 11. Size and location of existing or proposed structures and their dimensioned setbacks | _____ |
| <input checked="" type="checkbox"/> 12. Location and dimensions of any existing or proposed streets | _____ |
| <input checked="" type="checkbox"/> 13. All proposed lot lines and area of lots in square feet | _____ |
| <input checked="" type="checkbox"/> 14. Copy of and plan delineation of any existing or proposed deed restriction | _____ |
| <input checked="" type="checkbox"/> 15. Any existing or proposed easement or land reserved or dedicated for public use | _____ |
| <input checked="" type="checkbox"/> 16. Existing streets, other right-of-way or easements; water courses, wetlands, soils floodplains, or other environmentally sensitive areas within 200' of tract | _____ |
| <input checked="" type="checkbox"/> 17. Topographical features of subject property from USGS 7.5 minute maps | _____ |

CONTINUED ON NEXT PAGE...

REVISED

*CHECK IF
COMPLETED*

*FOR OFFICE
USE ONLY*

- 18. Boundary, limits, nature and extent of wooded areas, specimen trees and other significant physical features _____
- 19. Drainage calculations _____
- 20. Proposed utilities: sanitary sewer, water, storm water management, telephone, cable TV and electric _____
- 21. Soil erosion and sediment control plan if more than 5000 sq. ft. _____
- 22. Spot and finished elevations at all property corners, corners of structures, existing or proposed first floor elevations _____
- 23. Construction details road and paving cross-sections and profiles if no profiles needed _____
- 24. Lighting plan and details _____
- 25. Landscape plan and details _____
- 26. Site identification signs, traffic control signs, and directional signs _____
- 27. Sight triangles _____
- 28. Vehicular and pedestrian circulation patterns _____
- 29. Parking plan indicating spaces, size and type aisle width internal collectors, curb cuts, drives and driveways and all ingress and egress areas with dimensions _____
- 30. Preliminary architectural plan and elevations _____
- 31. Environmental impact report; parcels 2 acres or larger _____
- 32. Plan paper size should be 24 by 36 _____

ESCROW DEPOSIT AGREEMENT BETWEEN THE CITY OF CAMDEN AND

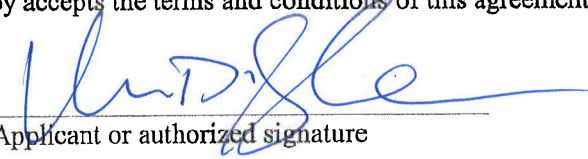
DEPOSITOR Holtec Technology Center, LLC
 Address 1 Holtec Way
Camden, NJ 08104
 Telephone No. 856-957-0924 Check No. _____

Depositor herewith deposits the sum of ONE THOUSAND TWO HUNDRED FOUR DOLLARS AND 31/00 dollars (\$3,613.23) with the City of Camden in accordance with and subject to the provisions of the City of Camden Ordinance No. MC-2304, being incorporated by reference and made a part hereof, and agrees to the following:

1. Depositor's payment of said deposit is made in connection with an application for:
Block 511, Lots 1, 77-87, 90-93 / Block 512, Lots 55-74, 33-53, 109, 110, 113-117
Block 514, Lots 3-6, 9-32, 100-107, 118, 120, 145-149, 121, 150-155 / Block 515, Lot 1 and 3 through 11
 at (provide address with block and lot number): _____
2. The Treasurer of the City of Camden shall be authorized to disburse to the City Engineer from the funds deposited, those fees required to be paid for the technical and professional review by the Zoning Board of Adjustment and/or Planning Board pursuant to the terms of Ordinance MC-2304.
3. All fees shall be disbursed upon reconciliation of the Engineer & Insurance Escrow Accounts by Ordinance MC-2304.
4. If there are insufficient funds in the depositor's escrow account to pay all pending bill attributable to the aforementioned project, depositor shall be notified by the appropriate agency and requested to make an additional deposit into the escrow account.
5. Depositor understands that if he/she fails to make any additional deposit required, depositor's application shall be denied.
6. Any additional deposits shall be made to the Treasure, City of Camden, by way of the Division of Planning, in accordance with the terms set forth herein unless otherwise agreed to by the depositor and the approving agency.
7. The City of Camden shall not be required to pay interest on any sums held pursuant to this agreement.

IN WITNESS WHEREOF the undersigned hereby accepts the terms and conditions of this agreement.

DATED: 8/23/2024


 Applicant or authorized signature

Kevin D. Sheehan, Attorney for Applicant

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Holtec International and Subsidiaries

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1001 N. US Highway 1, Suite 800

6 City, state, and ZIP code
Jupiter, FL 33477-4407

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
2	0		-	4	5	9	8	4	3	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *[Handwritten Signature]*

Date ▶ *10/5/2023*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**DISCLOSURE STATEMENT PURSUANT
TO N.J.S.A. 40:55D-48.1**

The owners of 10% or more of Applicant – Holtec International Inc. S-Corporation Ownership Percentages is:

Dr. Krishna P. Singh – Great Banyan Trust: 36.33%
Martha J. Singh – Multi Decades Trust: 63.37%

EXECUTION COPY

GROUND LEASE
BY AND BETWEEN
SOUTH JERSEY PORT CORPORATION
AND
HOLTEC TECHNOLOGY CENTER, LLC
(HOLTEC TECHNOLOGY CENTER AT CAMDEN)

THIS GROUND LEASE ("Lease" or "Agreement") made and executed this 26th day of February, 2015, by and between the SOUTH JERSEY PORT CORPORATION ("SJPC" or "Landlord"), a public body corporate and politic, with succession established by the State of New Jersey ("State"), having its principal offices located at Second and Beckett Streets, Camden, New Jersey 08103, and HOLTEC TECHNOLOGY CENTER, LLC, a Delaware limited liability company ("Tenant"), having an office located at One Holtec Drive, Marlton, New Jersey 08053. Landlord and Tenant may each be referenced hereafter as a "Party" and collectively as the "Parties".

BACKGROUND

WHEREAS, SJPC has been created by the State, pursuant to the South Jersey Port Corporation Act, N.J.S.A. 12:11A-1, et seq. ("SJPC Act"); and

WHEREAS, Holtec International ("Holtec") is a leading edge, diversified energy technology company with global operation centers in Marlton, New Jersey, Pittsburgh, Pennsylvania, Orrville, Ohio, Lakeland, Florida, Jupiter, Florida, San Diego, California, Kiev, Ukraine and Pune, India and satellite offices in Barnwood, United Kingdom and Slavutich, Ukraine; and

WHEREAS, Holtec is widely acclaimed as the industry leader in the design and supply of critical heat exchange equipment such as steam generators, surface condensers, air-cooled condensers, and feed-water heaters to the global power industry; and

WHEREAS, Holtec enjoys a global client base and ongoing projects in China, Korea, Spain, the United Kingdom, Switzerland, Belgium, Sweden, Peru, Mexico, Argentina, Brazil and the United States; and

WHEREAS, since 2009, Holtec has been at the forefront in developing a new generation of safe and environmentally friendly energy technology; and

WHEREAS, SJPC owns significant property along the Delaware River waterfront in the City of Camden ("Camden" or "City"), including the complex known as the Broadway Marine Terminal and related land ("Broadway Marine Terminal") and

WHEREAS, as a result of business demands, expected growth and other factors, Holtec has determined a need exists for a new manufacturing, fabrication and assembly facility for its business products, which facility will also include space for research and product testing (together with related and ancillary facilities, the "Holtec Technology Center"); and

WHEREAS, Holtec has determined it would also be advantageous for its Operations Center of Excellence, currently located in Marlton, New Jersey ("Operations Center"; together with the Holtec Technology Center and related improvements, the "Project"), to be located in direct proximity to the Holtec Technology Center in order to improve efficiency and operations; and

WHEREAS, the State has enacted legislation, entitled "New Jersey Economic Opportunity Act of 2013," P.L. 2013, c.161 ("EOA"), which provides significant tax incentives for businesses like Holtec to locate in Camden; and

WHEREAS, Holtec has undertaken a national search and received significant offers of financial assistance from multiple states with respect to the siting of the Project and the location of its global corporate headquarters; and

WHEREAS, as a result of extensive analysis of the financial incentives available to it under the EOA, Holtec has determined that the most advantageous location to site the Project and to locate its global corporate headquarters in Camden is on the southernmost portion of Broadway Marine Terminal of approximately fifty-one (51) acres located in Camden, currently part of Block 455, Lot 1, Block 457, Lots 7, 8, 10 and 16, and Block 515, Lots 1, 3, 4, 5, 6, 7, 8, 9, 10 and 11, on the tax maps of the City, as more particularly described and set forth on the survey and plat map attached hereto as Exhibit "A" ("Premises"); and

WHEREAS, in furtherance of such determination, by letter dated September 2, 2014, Holtec has heretofore received approval from the New Jersey Economic Development Authority for the purposes obtaining tax credits ("Tax Credits") offered under the EOA in an amount sufficient to undertake the construction and completion of the Project on the Premises ("NJEDA Approval"); and

WHEREAS, upon completion of construction, the Holtec Technology Center will encompass approximately 400,000 square feet in one or more state-of-the-art buildings in Camden and the Holtec Operations Center of Excellence will be housed in an adjacent building approximately 180,000 square feet in size; and

WHEREAS, SJPC has heretofore determined it would be in its interest and further its statutory objectives by assisting Holtec in the siting of the Project on the Premises and to otherwise work with Holtec in furtherance of the development and completion of said Project; and

WHEREAS, in furtherance of the collective determination of the Parties to site the Project upon the Premises and to develop and construct the same, Holtec International, acting by and through Tenant, have heretofore entered into that certain Project Development Agreement, dated July 25, 2014 ("Project Development Agreement"), pursuant to which the Holtec and SJPC have agreed to, among other things, enter into this Lease for the purpose of providing to Tenant (on behalf of Holtec), a leasehold interest in the Premises for a term of years and to fix the respective obligations of the Parties in connection therewith; and

WHEREAS, by resolution duly adopted on October 22, 2014, a copy of which is attached hereto as Exhibit "B", the Board of Commissioners of SJPC authorized the execution of this Lease for the ground lease of the Premises to Tenant; and

WHEREAS, by corporate resolution, a copy of which is attached hereto as Exhibit "C", Tenant is authorized to enter into this Lease for the purpose of undertaking the development and construction of the Project on the Premises; and

ARTICLE V

LEASE TERM

Section 5.1 Initial Term.

(a) This Lease is effective upon the execution thereof and shall continue for a period of fifty (50) years following the Commencement Date, subject to earlier termination if the conditions set forth in this Section 5.1 are not met.

(b) Subject to Tenant's option to either: (i) terminate this Lease as set forth in Section 5.1(c) below; or (ii) renew this Lease for the renewal terms set forth in Section 5.2 below, the Initial Term expires on the fiftieth (50th) anniversary of the Commencement Date and all rights and obligations shall be terminated.

(c) If and to the extent that Landlord has not substantially completed environmental remediation of the Premises and the demolition of the R&S Building, the WA Building, the T&U Building, the P6 Building and any other building or structure presently located on the Premises to the reasonable satisfaction of the Tenant, in Tenant's sole discretion, within twelve (12) months from the Commencement Date, Tenant shall have the right to terminate this Lease on such date and the Rent owed to Landlord shall be limited to the amount set forth in Section 7.1(a)(i)(A) hereof; provided, however, that the Landlord and Tenant may extend such twelve (12) month period by additional six (6) month increments if consented to by Tenant, which consent shall not be unreasonably withheld; provided, further, that if any delays related to the completion of environmental remediation and demolition shall result from or shall be caused by the action or inaction of Tenant or any contractors, subcontractors or consultants of Tenant, such that environmental remediation and demolition may not be completed within twelve (12) months from the Commencement Date, Tenant shall not be permitted to terminate this Lease and Landlord shall incur no liability to Tenant resulting from such delay.

Section 5.2 Renewal Options. Tenant has the exclusive right and option to renew this Lease for two (2) additional fifty (50) year terms beyond the Initial Period, provided that the Tenant notifies Landlord in writing its intent to renew this Lease within one hundred and twenty (120) days of expiration of the Initial Period or the Renewal Period, as applicable. Upon such renewal, Rent shall adjust and be payable pursuant to the terms and conditions set forth in Section 1.1(j)(2) and (3) and Section 7.1(b), (c) and (d) hereof

ARTICLE VI

DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS

Section 6.1 Improvements. As used in this Lease, "Improvements" means all temporary and permanent structures, sidewalks, driveways, roadways, parking areas, loading areas, fixtures, equipment, permanently affixed trade fixtures and all other improvements which are constructed or located and to be constructed and located on the Premises at any time during the Term of this Lease by or on behalf of Tenant or any sublessee of Tenant and which are necessary to construct and operate the Project and any other building, facility, or structure now or hereafter located at or on the Premises.

Section 6.2 Development and Construction; Costs Paid by Tenant. (a) Tenant agrees that it will cause to be prepared designs, plans and specifications for the facilities and Improvements constituting the Project and any other additional Improvements ("Plans and Specifications") and it will submit such Plans and Specifications to Landlord in a timely manner for review and information, it being understood that Landlord shall have no rights of consent, dissent, or power of veto for the contents of any such Plans and Specifications; provided, however that Landlord shall maintain consent rights solely and directly related to the determination as to the relocation of the existing electric substation currently located on the Premises to a new location outside the boundaries of the Premises. In addition, Tenant shall be permitted to revise such Plans and Specifications, in its sole discretion, as necessary or desirable in order to complete the Project. Any such revisions shall be provided to Landlord in a timely manner for its review and information it being understood that Landlord shall have no rights of consent, dissent, or power of veto for any such revisions, except where such revisions relate solely and directly to the determination of the relocation of the existing electric substation outside of the boundaries of the Premises.

(b) Tenant shall be solely responsible for ensuring that the design of any Improvements is appropriate for its respective purposes. All costs associated with making changes to the Plans and Specifications shall be borne exclusively by Tenant, but Landlord shall bear all costs for its review of same. The Plans and Specifications shall be prepared in accordance with all applicable laws, regulations, ordinances, and codes. The final version of the Plans and Specifications shall be stamped by a professional engineer or architect, as applicable, licensed by the State. Landlord shall use its best efforts to accommodate reasonable requests from Tenant, or any duly authorized agent of Tenant, with respect to submissions to any governmental or regulatory authority for approvals of such Plans and Specifications and related permits and authorizations.

(c) Tenant, or Tenant's contractors, subcontractors or consultant, shall construct and undertake the Improvements constituting the Project and any other Improvements in accordance with the Plans and Specifications, as may reasonably be revised, and Tenant shall use its reasonable best efforts to obtain completion of the Project within the Project Schedule (as defined in the Project Development Agreement) and any other additional Improvements according to a hereafter provided project schedule; provided, however, that neither Landlord nor Tenant shall incur any liability for delays related thereto unless such delays were caused by Landlord and relate to leasehold interest of Tenant in the Premises, in which event Tenant shall have the rights provided by Section 2.1 hereof.

(d) Tenant shall take full responsibility for all aspects of the Project development process and the construction of any Improvements (excluding the Roadway Realignment (as defined below), the relocation of any facilities resulting from demolition of existing buildings on the Premises and those items set forth in Section 5.1(g) of the Project Development Agreement, which shall be undertaken by Landlord or by other parties) by directing and coordinating all necessary development services including but not limited to: (i) coordinating planning and development; (ii) procurement and supervision of professionals such as architects, engineers, planners, contractors, accountants and attorneys (except for those actions and activities to be conducted by Landlord or other parties identified in Sections 3.2, 4.4, 5.1(g) and 5.2(a) and (b) of the Project Development Agreement or as otherwise set forth herein); and (iii) overall coordination and supervision of the Project.

(e) Tenant shall be the applicant for and shall obtain all Federal, State, County, and City (or their respective authorities or agencies) approvals, permits and utility requirements for the development and construction of the Project and any Improvements (collectively, the "Permits"), except where Tenant has requested that Landlord serve as lead applicant on behalf of Tenant and Landlord has consented to such request (which consent shall not be unreasonably withheld). For purposes of assisting each Party in the obtainment of such Permits, Tenant or Landlord, as applicable, shall provide to respective other Party any documentation, plans, specifications or other materials necessary or required to enable such Party to make governmental and regulatory filings. In connection therewith, Tenant and Landlord each agrees to respond to all reasonable requests for information and will specifically prepare and file all applications that may require its specific action or response in a timely manner. The costs associated with the obtainment of all governmental approvals and Permits shall be borne by Tenant except where (i) Landlord is updating or modifying an existing governmental approval or Permit, or (ii) as otherwise specifically set forth in the Project Development Agreement. If the Parties have already retained professional expertise relating to the Permits, the Parties agree to cooperate, share information and instruct professionals accordingly so that such items and the Permits can be timely obtained. When requested by Tenant or Landlord, as applicable, such requested Party shall cooperate with and assist the requesting Party with the obtainment of any and all surveys, insurance, Permits and professionals necessary to effectuate the timely development, construction and implementation of the Project and any Improvements. In connection therewith, each Party agrees to respond to all reasonable requests for information, and will sign all applications that may require its signature or other action or response in a timely manner.

(f) Unless Landlord is undertaking any of the items set forth in Section 6.3(a) hereof or any SJPC Improvements (as defined in the Project Development Agreement) as part of the Project or is undertaking the completion of a portion of the Project on behalf of Tenant, all decisions with respect to: (i) the selection of any firm or firms necessary to undertake the development or construction of the Project or any other Improvements; (ii) the selection of the contractor for the award of any construction contract; (iii) any construction contracts; (iv) Project and Improvement development and construction; and (v) change orders affecting any construction contract shall be made at the sole discretion of Tenant, and in all cases in accordance with the applicable requirements of the EOA.

(g) Tenant, or any contractor, subcontractor or consultant of Tenant, and Landlord shall assist in the planning, design and implementation of the realignment of those portions of

Broadway and Morgan Street in Camden necessitated by the construction and location of the Project on the Premises and the future growth of the Broadway Marine Terminal, including costs and expenses thereof and for associated signalization and signage (collectively, the "Roadway Realignment"), it being understood that neither Tenant nor Landlord shall incur any costs in connection with the completion of such Roadway Realignment, with such costs to be paid or assumed by the County of Camden or by other governmental entity.

(h) Tenant, or Tenant's contractors, subcontractors or consultants, shall diligently construct the Improvements in a good, safe, and workmanlike manner, in conformity with the Plans and Specifications, and in compliance with all laws, regulations, ordinances, and codes of governmental authorities having jurisdiction over the work.

(i) At all times, Tenant shall have any and all necessary permits or approvals applicable to Tenant for the work and use new, first-class materials for the construction and completion of any Improvements.

(j) Tenant shall obtain, if applicable, a certificate of occupancy or other approval from the appropriate governmental authority prior to occupying the Premises for its permitted use hereunder. Landlord shall use its best efforts to accommodate reasonable requests from Tenant with respect to submissions to any governmental or regulatory authority for such certificate of occupancy or permitted use approval.

(l) During the period of construction, Tenant will erect a fence around the Premises or any portion thereof and take all other reasonable steps necessary to preclude unauthorized individuals from gaining access to the Premises and to secure the construction area.

(m) All costs of construction for the Improvements shall be paid for by Tenant except as otherwise set forth in the Project Development Agreement, in this Lease, or by separate written agreement.

Section 6.3 Landlord's Obligations and Costs with Respect to Project.

(a) In connection with the completion of the Project generally, unless otherwise set forth herein, in the Due Diligence Letter (as defined in the Project Development Agreement) or in the Project Development Agreement, Landlord shall be responsible for undertaking, and paying for the costs of the following, except where in those instances where Landlord may be entitled to certain payments or reimbursements by Tenant as specifically set forth herein and in the Project Development Agreement:

(i) the completion of the environmental remediation of any pre-existing adverse environmental conditions found within, upon, beneath, abutting or about the Premises, including any environmental conditions found within, upon, beneath, abutting or about any buildings or structures to be demolished, renovated, refurbished or otherwise disturbed and presently located on the Premises, whether discovered prior or subsequent to the execution of this Lease, and for environmental remediation associated with such adverse environmental conditions (other than any adverse environmental conditions directly caused by Tenant or any sublessee of Tenant) and the payment of the costs thereof (except for those costs paid or to be paid by Tenant pursuant to Section

FIRST AMENDMENT TO GROUND LEASE
BY AND BETWEEN
SOUTH JERSEY PORT CORPORATION
AND
HOLTEC TECHNOLOGY CENTER, LLC
(HOLTEC TECHNOLOGY CENTER AT CAMDEN)

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Base Rent)

THIS FIRST AMENDMENT TO GROUND LEASE ("First Amendment" or "Amendment") made and executed this ____ day of November, 2016, by and between the SOUTH JERSEY PORT CORPORATION ("SJPC" or "Landlord"), a public body corporate and politic, with succession established by the State of New Jersey ("State"), having its principal offices located at Second and Beckett Streets, Camden, New Jersey 08103, and HOLTEC TECHNOLOGY CENTER, LLC, a Delaware limited liability company ("Tenant"), having an office located at One Holtec Drive, Marlton, New Jersey 08053, amends and supplements that certain Ground Lease Agreement, dated February 25, 2015 ("Original Lease"), between Landlord and Tenant. The Original Lease, as amended and supplemented by this First Amendment is referred to hereafter as the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Lease.

BACKGROUND

WHEREAS, SJPC has been created by the State, pursuant to the South Jersey Port Corporation Act, N.J.S.A. 12:11A-1, et seq. ("SJPC Act"); and

WHEREAS, Holtec International ("Holtec") is a leading edge, diversified energy technology company with global operation centers in Marlton, New Jersey, Pittsburgh, Pennsylvania, Orrville, Ohio, Lakeland, Florida, Jupiter, Florida, San Diego, California, Kiev, Ukraine, and Pune, India and satellite offices in Barnwood, United Kingdom and Slautich, Ukraine; and

WHEREAS, Holtec is widely acclaimed as the industry leader in the design and supply of critical heat exchange equipment such as steam generators, surface condensers, air-cooled condensers, and feed-water heaters to the global power industry; and

WHEREAS, SJPC owns significant property along the Delaware River waterfront in the City of Camden ("Camden" or "City"), including the complex known as the Broadway Marine Terminal and related land ("Broadway Marine Terminal") and

WHEREAS, as a result of business demands, expected growth and other factors, Holtec has heretofore determined that a need existed for a new manufacturing, fabrication and assembly facility for its business products, which facility would also include space for research and product testing (together with related and ancillary facilities, the "Holtec Technology Center"); and

WHEREAS, Holtec has also heretofore determined it would be advantageous for its Operations Center of Excellence, currently located in Marlton, New Jersey ("Operations Center"; together with the Holtec Technology Center and related improvements, the "Project"), to be located in direct proximity to the Holtec Technology Center in order to improve efficiency and operations; and

WHEREAS, as a result of extensive analysis of the financial incentives available to it under certain State law, Holtec has heretofore determined that the most advantageous location to site the Project and to locate its global corporate headquarters in Camden was on the southernmost portion of the Broadway Marine Terminal owned and operated by Landlord in

Camden on approximately fifty-one (51) acres, constituting Block 455, Lot 1, Block 457, Lot 10, Block 457, Lot 16, and Block 515, Lots 3 through 11, on the tax maps of the City, as more particularly described and set forth on the survey and plat map attached as Exhibit "A" to the Original Agreement ("Original Premises"); and

WHEREAS, in furtherance of the collective determination of Holtec and SJPC to site the Project upon the Original Premises and to develop and construct the same, Holtec International, acting by and through Tenant, have heretofore entered into the Original Lease, pursuant to which, among other things, SJPC has provided to Tenant a leasehold interest in the Original Premises for a term of years; and

WHEREAS, pursuant to Section 3.1(c) of the Original Lease, if and to the extent that additional land immediately abutting or adjacent to the Original Premises, and currently owned by Landlord, shall become available for lease or sale by Landlord to Tenant (such land being referred to as the "Additional Acreage" in the Original Lease), Landlord shall, within thirty (30) days of the date upon which such Additional Acreage becomes available for lease or for sale, advise Tenant of the availability of such Additional Acreage ("Notice") and, thereafter, Tenant shall be provided the exclusive, first and immediate right to lease or purchase such Additional Acreage from the Landlord upon terms provided in the Original Lease, subject to the payment of Rent (as described in Section 7.1(d) of the Original Lease) or the purchase price thereof (as shall be set forth in a separate agreement of sale between the Parties); and

WHEREAS, Landlord has provided Notice to Tenant that certain Additional Acreage constituting certain real property located to the north/northeast of the leasehold estate bordered by new Broadway to the north and east, Morgan Street to the south and old Broadway to the west, generally identified as portions of Block 515, Lot 1 on the tax maps of the City, all as more particularly set forth on the survey and plat map attached hereto as Exhibit "A" has become available for lease from Landlord to Tenant (referred to hereafter as the "Terraces Sites"); and

WHEREAS, pursuant to Section 3.1(c) of the Original Lease, Tenant has heretofore communicated to Landlord its determination to exercise its rights to lease the Additional Acreage constituting the Terraces Sites from Landlord; and

WHEREAS, in addition to Tenant's notice of its determination to lease the Additional Acreage constituting the Terraces Sites from Landlord, Tenant and the Landlord have hereto collectively agreed that certain portions of real property constituting the southern portion of the Original Premises, generally identified as a portion of Block 457, Lot 16 and a portion of Block 457, Lot 10 on the tax maps of the City (collectively, the "Southern Site"), shall be released from the leasehold estate and returned to Landlord; and

WHEREAS, as a result of the determination of: (i) the Tenant to exercise its exclusive rights to lease the Additional Acreage constituting the Terraces Sites from the Landlord, pursuant to Section 3.1(d) of the Original Lease; and (ii) the Tenant and the Landlord to release the Released Premises from the leasehold estate, the Parties are now desirous of amending the Original Lease to, among other things: (i) provide for the lease of the Additional Acreage constituting the Terraces Sites to the Tenant; (ii) include such Additional Acreage as part of the "Premises" subject to lease by the Tenant from Landlord; (iii) release the Southern Site from the leasehold estate; and (iv) provide for the finalization and certification of the specific acreage

constituting the newly delineated Premises such that amount of Rent payable by Tenant to Landlord for such Premises shall be deemed fixed (subject to the lease of Additional Acreage in the future); and

NOW THEREFORE, in consideration of the mutual exchange of promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Original Lease is hereby amended and supplemented according to this First Amendment as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Unless the context otherwise specifically requires or indicates to the contrary, the defined terms as used in this First Amendment shall have the respective meanings set forth in the Original Lease and are deemed to be the defined terms unless otherwise expressly indicated.

ARTICLE II
LEASE OF TERRACES SITES TO TENANT; RELEASE OF SOUTHERN SITE;
CALCULATION OF RENT

Section 2.1 Lease of Terraces Sites to Tenant.

(a) By execution of this First Amendment, Landlord hereby leases to Tenant and Tenant hereby agrees to lease from Landlord the Terraces Sites upon the terms and conditions set forth in the Original Lease as amended by this First Amendment.

(b) The Terraces Sites shall constitute Additional Acreage in accordance with Section 3.1(c) of the Lease and shall, thereafter, be characterized as part of the Morgan Street Parcels for purposes of the Premises and the payment of Rent therefor.

Section 2.2 Release of Southern Site from the Leasehold Estate.

By execution of this First Amendment, Tenant hereby agrees, simultaneously with the lease of the Additional Acreage constituting the Terraces Sites by Tenant as described in Section 2.1 above, Tenant shall release from the leasehold estate and shall return to Landlord the Southern Site, and, thereafter, the Southern Site shall no longer constitute part of the leased Premises.

Section 2.3 Calculation of Rent for the Premises.

(a) Upon (i) the lease of the Additional Acreage constituting the Terraces Site from Landlord, and (ii) the release of the Southern Site from the Premises and the leasehold estate, Tenant shall pay net Rent therefor in accordance with the provisions of Section 7.1(d)(1)(A) of the Original Lease payable as follows:

- (i) the present value of all rental payments due and owing for a period of fifty (50) years (based upon a 360 day year consisting of twelve (12) thirty-day months) beginning on the date of execution of this First Amendment and ending on the last day of the Initial Period, calculated on the basis of \$0.15 per square foot acreage multiplied by the number of acres constituting the Terraces Sites identified in Exhibit "A" of this First Amendment, based upon an effective annual interest rate of 8%, less
- (ii) that portion of the Initial Period Base Rent pre-paid by Tenant attributable to the acreage of the Central Site Parcels constituting the Southern Site being released pursuant to this First Amendment (i.e., pre-paid Rent for the acreage attributable to the Southern Site for the remaining years of the Initial Period for which Tenant has already remitted payment to Landlord, but for which Tenant shall no longer have a leasehold interest for such remaining years upon release of the Southern Site).

(b) The Rent payable by Tenant (constituting the net difference between the Rent for the Additional Acreage constituting the Terraces Sites, less the amounts previously paid in

advance by Tenant for that portion of the Original Premises constituting the Southern Site), calculated in accordance with subsection (a) above shall be aggregated with the Rent payable by Tenant to Landlord in accordance with Section 7.1(a)(i) of the Original Lease and shall be payable as more particularly set forth in Section 4.1 of this First Amendment.

**ARTICLE III
MODIFICATIONS TO ORIGINAL LEASE**

Section 3.1 Amendment to Section 1.1(k) of Original Lease.

Section 2.1(k) of the Original Lease is hereby amended and restated to include the Additional Acreage constituting the Terraces Sites as part of the "Leaseable Area" as follows:

"(k) LEASABLE AREA: Approximately forty-six and seventy-five one hundredths (46.75) acres, subject to further refinement and certification by a final qualified survey and/or the inclusion of Additional Acreage (as hereinafter defined) as provided in Section 3.1(b) and Section 3.1(c) hereof."

Section 3.2 Amendment to Section 1.1(m) of Original Lease.

Section 2.1(m) of the Original Lease is hereby amended and restated to identify the final lot and block descriptions of the land constituting the Premises, which shall, pursuant to this First Amendment, include the Additional Acreage constituting the Terraces Sites, as follows:

"(m) PREMISES: The land generally identified as Block 455, Lot 1, Block 457, Lot 16, Block 515, Lot 1, and Block 515, Lots 3 through 11 on the tax maps of the City, and any Additional Acreage hereinafter included or acreage excluded as part of the Premises in accordance with Section 3.1 hereof, all as more fully described and depicted in Exhibit "A" attached hereto and made a part hereof, and any Improvements thereon."

Section 3.3 Amendment to Section 1.2(a) and Section 1.2(e) of Original Lease.

(a) The Description of the Premises set forth as Exhibit "A" to the Original Lease is hereby amended and restated in its entirety to include the Original Premises (excluding the Southern Site) and the Additional Acreage constituting the Terraces Sites in accordance with Exhibit "B" to this First Amendment. Exhibit "B" attached to this First Amendment shall hereafter constitute Exhibit "A" for purposes of the Lease.

(b) Exhibit "E" (Calculation of Initial Period Base Rent) of the Original Lease is hereby amended and restated in its entirety by Exhibit "C" attached to this First Amendment, which Exhibit "C" to this First Amendment shall hereafter constitute Exhibit "E" for purposes of the Lease.

Section 3.4 Amendment to Section 3.1(a) of Original Lease.

Section 3.1(a) of the Original Lease is hereby amended and restated to identify the revised lot and block descriptions of the land constituting the Premises, which shall, pursuant to this First Amendment, include the Additional Acreage constituting the Terraces Sites and shall exclude the Southern Site, as follows:

"(a) Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant for the Term of this Lease the Premises, as more particularly described and depicted in the site plans attached to this Lease as Exhibit "A" and generally identified as Block 455, Lot 1, Block 457, Lot 16, Block 515, Lot 1, and Block 515, Lots 3 through 11 on the tax maps of the City, consisting of approximately forty-six and seventy-five hundredths (46.75) acres, for the purpose of developing, constructing operating the Improvements."

ARTICLE IV

INITIAL PERIOD BASE RENT CALCULATION

Section 4.1 Initial Period Base Rent Calculation.

Using the calculation methodology set forth in Section 7.1(a)(i) of the Original Lease, Landlord and Tenant each hereby agree that the Initial Period Base Rent payable from Tenant to Landlord for the lease of the Premises (including the Additional Acreage constituting the Terraces Site included as part of the Premises, but excluding the Southern Site as hereafter released from the leasehold estate, each pursuant to this First Amendment) shall be in the amount set forth in Exhibit "C" attached to this First Amendment, which Exhibit "C" shall hereafter constitute Exhibit "E" for purposes of the Lease.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1 Confirmation. Except as amended and supplemented by this First Amendment, the Lease is ratified and confirmed in all respects. The Lease and all supplements thereto, including this First Amendment, shall be read, taken and construed as one and the same instrument.

Section 5.2 Application of Laws and Regulations. This First Amendment shall be interpreted under the laws of the State of New Jersey.

Section 5.3 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested, addressed to the intended recipient as follows:

If to Tenant: Holtec Technology Center, LLC
 Holtec Center
 One Holtec Drive
 Marlton, New Jersey 08053
 Attention: Andrew Ryan, Esquire
 General Counsel

With a copy to: Parker McCay P.A.
 9000 Midlantic Drive, Suite 300
 Mount Laurel, New Jersey 08054
 Attention: Jeffrey D. Winitsky, Esquire

If to Landlord: South Jersey Port Corporation
 Second and Beckett Streets
 Camden, New Jersey 08103
 Attention: Executive Director

With a copy to: Raymond J. Zane, Esquire
 Zane & Lozuke
 131 Delaware Street
 Woodbury, New Jersey 08096

Section 5.4 Amendment or Modification. This First Amendment may not be amended or modified except upon written consent of both parties hereto.

Section 5.5 Captions. All headings preceding the text of the several sections and paragraphs hereof are inserted solely for the convenience and reference of the parties and do not constitute a part of this First Amendment, nor affect the meaning or interpretation thereof.

Section 5.6 Severability. If any provision of this First Amendment is invalid or unenforceable, in whole or in part, such provision and this First Amendment shall be deemed and

construed to be modified or restricted to the extent that and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this First Amendment as the case may require.

Section 5.7 Entire Agreement. This First Amendment and the documents referred to herein, set forth all the promises, agreements, conditions, and understandings between Landlord and Tenant and there is no promise, agreement, condition or understanding, either oral or written, between them other than as is herein set forth.

Section 5.8 Successors and Assigns. This First Amendment shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

Section 5.9 Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original, and all, when taken together, constitute one and the same document. Transmission by facsimile of an executed counterpart of this First Amendment is deemed to constitute due and sufficient delivery of such counterpart.

Section 5.10 Broker's Commission. Tenant and Landlord each represents and warrants to the other that it has not dealt with any broker or agent in negotiation for or obtaining of this First Amendment and there are no claims for brokerage commissions or finder's fees in connection with the execution of this First Amendment. Each Party agrees to be responsible for all liabilities arising from any compensation claimed by any such broker or agent employed by the respective Party or claiming to have been engaged by the respective Party, including attorneys' fees. Landlord represents and warrants that no person or firm has been employed, directly or indirectly, in violation of applicable law to solicit this First Amendment. The provisions of this paragraph survive the expiration or termination of the Lease.

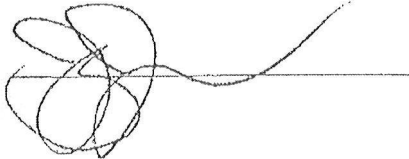
Section 5.11 No Personal Liability. No covenant, condition or agreement contained in this First Amendment shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Tenant or Landlord, in his or her individual capacity, and neither the officers, agents or employees of Tenant or Landlord nor any officer or official executing this First Amendment shall be liable personally on this First Amendment by reason of the execution hereof by such person or arising out of any transaction or activity relating to this First Amendment.

Section 5.12 No Construction Against Drafting Party Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this First Amendment and this First Amendment will not be construed against Tenant merely because Tenant's counsel prepared it.

Section 5.13 Further Assurances; Corrective Instruments. Landlord and Tenant shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inconsistent or ambiguous term hereof.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this FIRST AMENDMENT to be duly executed, effective as of the day and year first above written.

ATTEST:

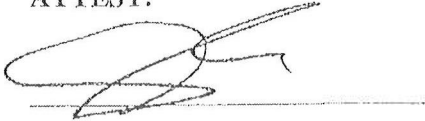


SOUTH JERSEY PORT CORPORATION

By: 

KEVIN CASTAGNOLA,
Executive Director and
Chief Executive Officer

ATTEST:



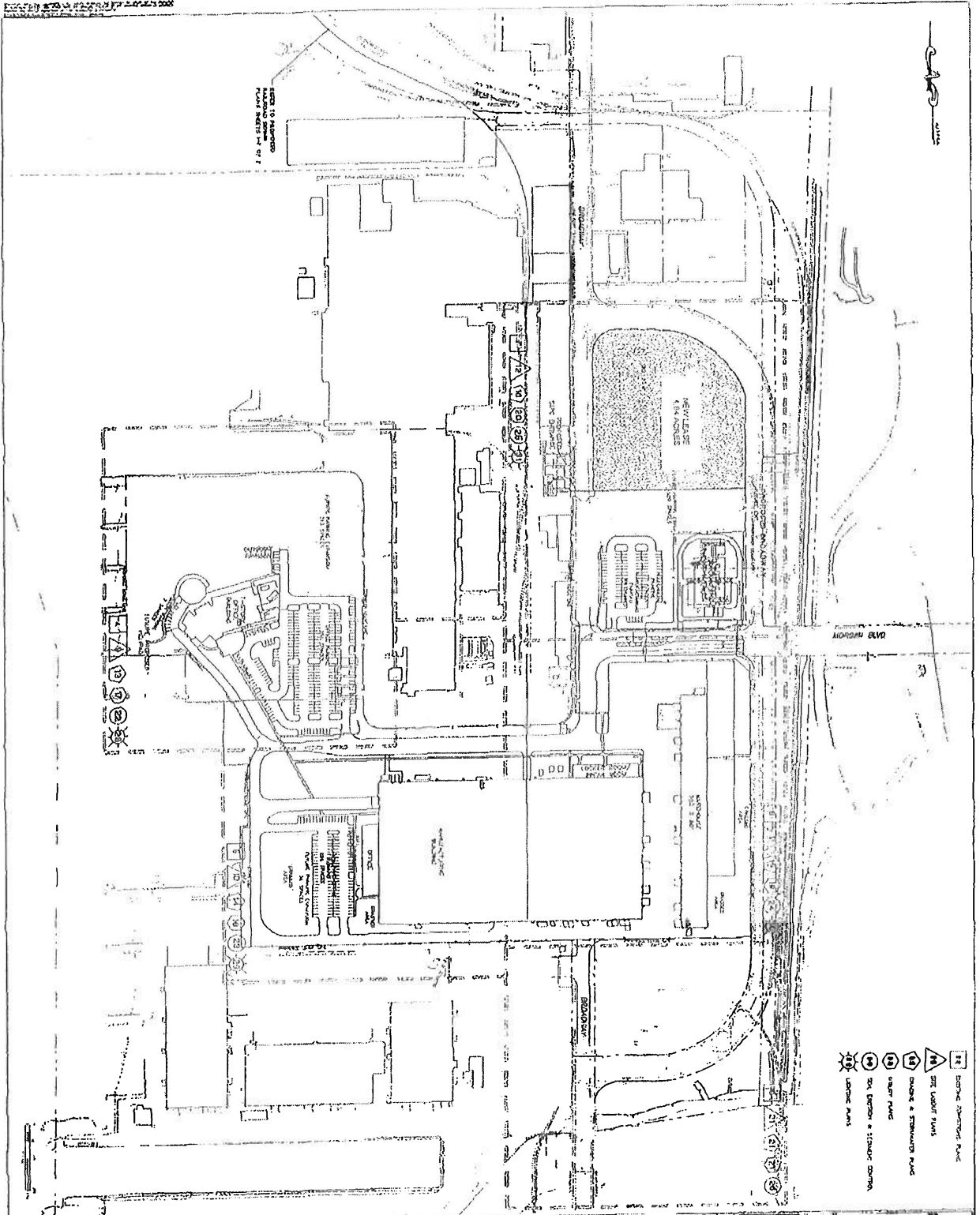
HOLTEC TECHNOLOGY CENTER, LLC

By: 

Name: Pankaj Chaudhary
Title: Sr. V.P. of operations

Exhibit "A"

Description of Terraces Sites



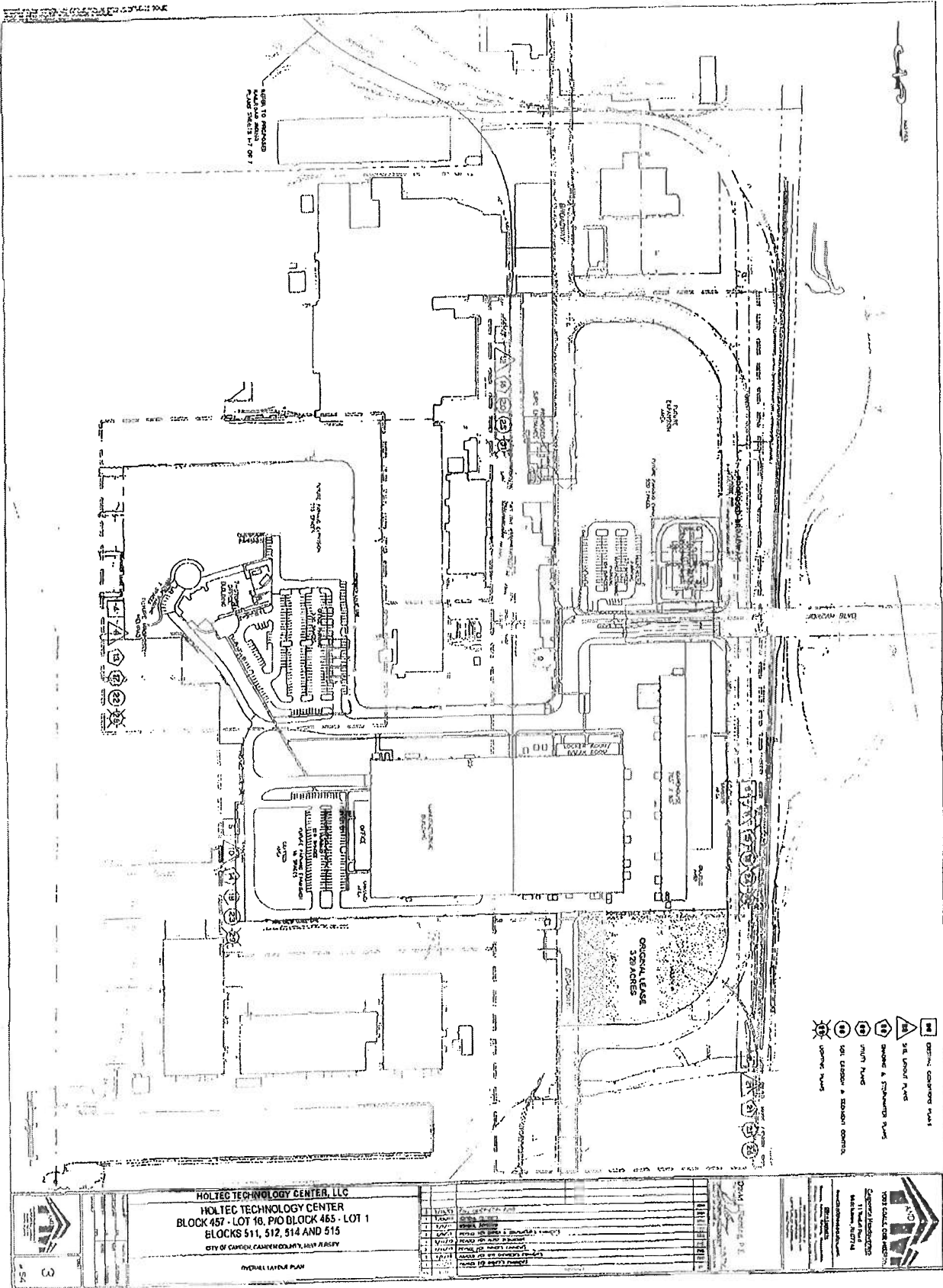
SEE TO NORTH
 SIDE OF LOT 1
 OF 7

- 1. DITCH
- 2. SITE LIGHT FIXTURES
- 3. DRIVE & STAIRWAY PAVES
- 4. DRIVE PAVES
- 5. SOI BURTON & STAIRWAY DRIVE
- 6. DRIVE PAVES

HOLTEC TECHNOLOGY CENTER, LLC
HOLTEC TECHNOLOGY CENTER
BLOCK 457 - LOT 16, P/O BLOCK 455 - LOT 1
BLOCKS 511, 512, 514 AND 515
 CITY OF CALICO, CALICO COUNTY, NEW JERSEY

3
 54

DATE: 11/11/2009
 TIME: 10:00 AM
 PROJECT: HOLTEC TECHNOLOGY CENTER
 DRAWING NO.: 11/11/2009
 SHEET NO.: 3
 TOTAL SHEETS: 54



NOTE TO REVISIONS
 1. SEE SHEET 11 OF 7

- 1. Existing Building Footprint
- 2. New Building Footprint
- 3. Existing Parking
- 4. New Parking
- 5. Existing Roadway
- 6. New Roadway
- 7. Existing Utility
- 8. New Utility
- 9. Existing Landscape
- 10. New Landscape

HOLTEC TECHNOLOGY CENTER, LLC
 HOLTEC TECHNOLOGY CENTER
 BLOCK 457 - LOT 18, P/O BLOCK 465 - LOT 1
 BLOCKS 511, 512, 514 AND 515
 CITY OF CARROLL, CANNON COUNTY, MISSISSIPPI

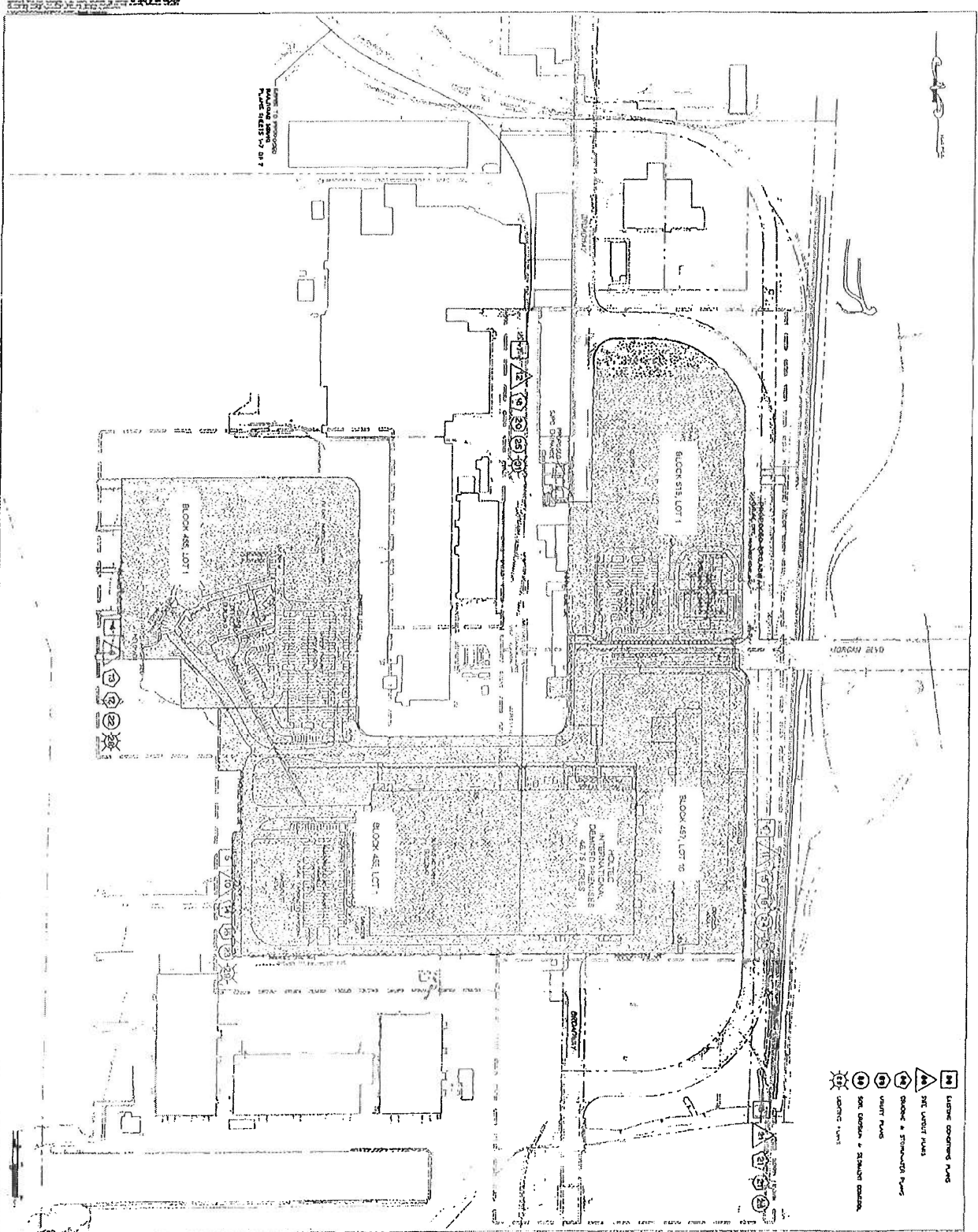
OVERALL LAYOUT PLAN

NO.	DATE	DESCRIPTION
1	11/15/11	ISSUED FOR PERMITTING
2	11/15/11	ISSUED FOR PERMITTING
3	11/15/11	ISSUED FOR PERMITTING
4	11/15/11	ISSUED FOR PERMITTING
5	11/15/11	ISSUED FOR PERMITTING
6	11/15/11	ISSUED FOR PERMITTING
7	11/15/11	ISSUED FOR PERMITTING
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99	11/15/11	ISSUED FOR PERMITTING
100	11/15/11	ISSUED FOR PERMITTING



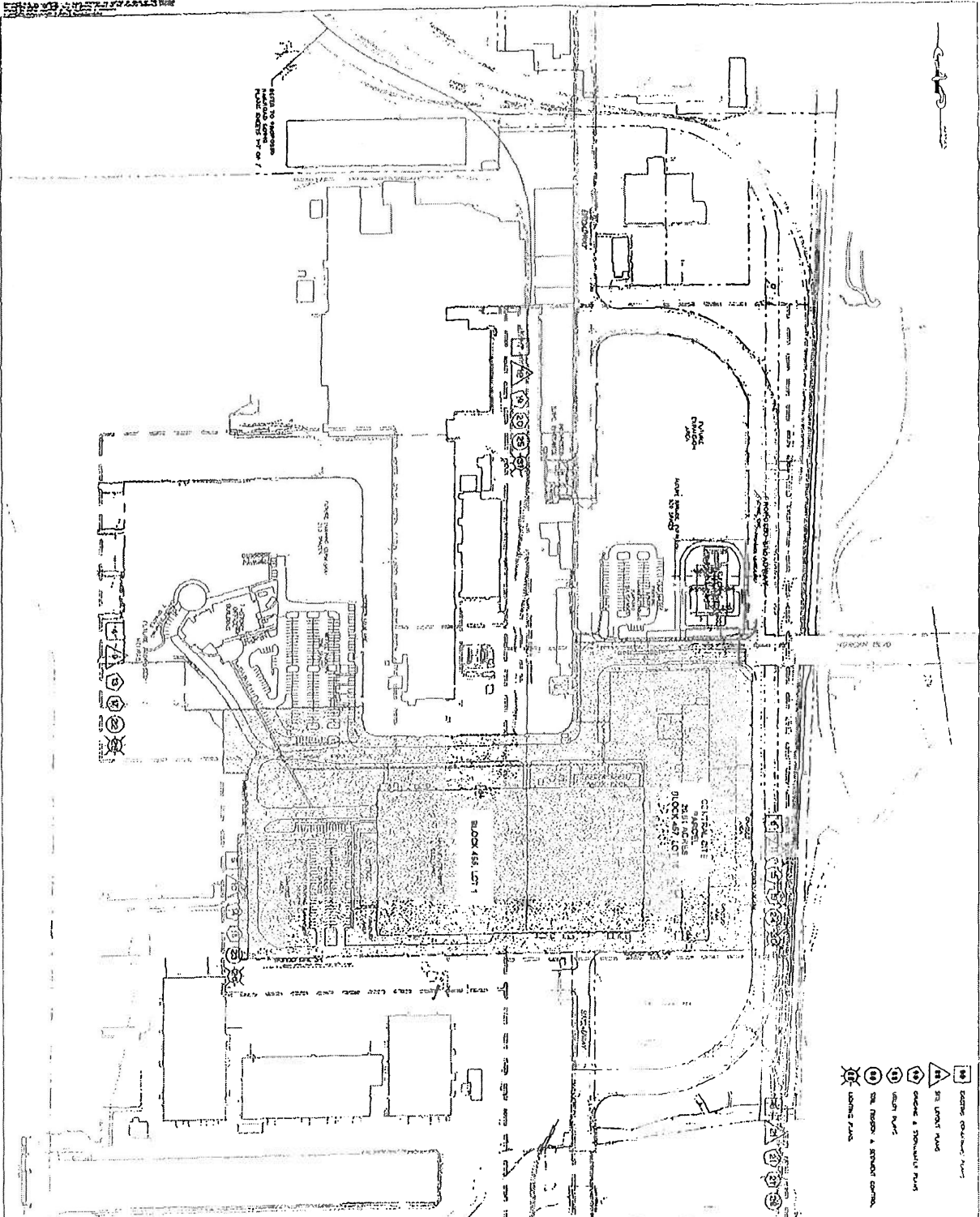
Exhibit "B"

Amended and Restated Exhibit "A" to the Lease
(Description of the Premises)



- 14 LITTLE GREENING PLANT
- 15 NET WATER PANS
- 16 GRADE & STABILIZATION PLANT
- 17 VISIT PLANT
- 18 SOIL DISTURB & STABILIZATION
- 19 URBIC PLANT

	<p>HOLTEC TECHNOLOGY CENTER, LLC HOLTEC TECHNOLOGY CENTER BLOCK 457 - LOT 16, P/O BLOCK 455 - LOT 1 BLOCKS 611, 512, 514 AND 515 CITY OF CAMDEN, CAMDEN COUNTY, NEW JERSEY</p>	<p>CH2M HILL 311 Third Street Camden, NJ 08102</p>	<p>CH2M HILL 311 Third Street Camden, NJ 08102</p>
3	GENERAL LAYOUT PLAN		



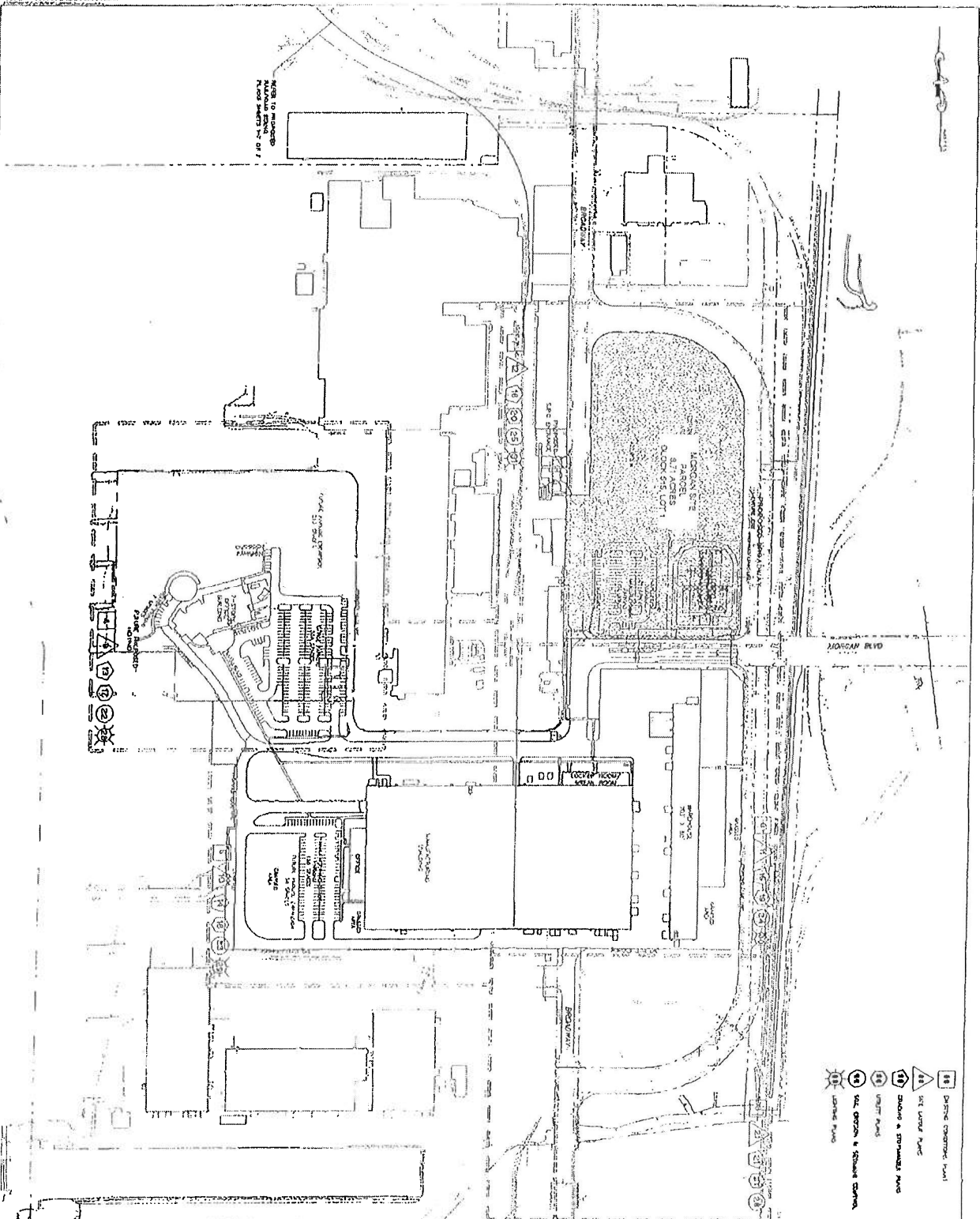
- Existing Condition Plant
- △ 30' UNITS PLANT
- ◊ OPEN & STORMWATER PANS
- LIGHT PLANT
- ⊗ SEE PAVED & STORM CENTER
- ⊗ LIGHTING PLANT

HOLTEC TECHNOLOGY CENTER, LLC
 HOLTEC TECHNOLOGY CENTER
 BLOCK 457 - LOT 16, PIO BLOCK 455 - LOT 1
 BLOCKS 511, 512, 514 AND 516
 CITY OF CHANDLER-ON-GRAND COUNTY NEW JERSEY

OWNER LAYOUT PLAN

NO.	DESCRIPTION
1	EXISTING CONDITION PLANT
2	30' UNITS PLANT
3	OPEN & STORMWATER PANS
4	LIGHT PLANT
5	SEE PAVED & STORM CENTER
6	LIGHTING PLANT

DATE: 08/15/11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT: HOLTEC TECHNOLOGY CENTER
 22000 11/11/11
 11/11/11



- 18 Drive Structure Foot
- 17 Site Utility Paved
- 16 Surface & Stormwater Paved
- 15 Utility Paved
- 14 Gas, Electric & Sewer Conduit
- 13 Utility Paved

HOLTEC TECHNOLOGY CENTER, LLC
 HOLTEC TECHNOLOGY CENTER
 BLOCK 457 - LOT 18, P/O BLOCK 455 - LOT 1
 BLOCKS 511, 512, 514 AND 515
 CITY OF EMERALD LAKE, CALIFORNIA

NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	08/15/2011
2	REVISED TO REFLECT COMMENTS	08/25/2011
3	REVISED TO REFLECT COMMENTS	09/05/2011
4	REVISED TO REFLECT COMMENTS	09/15/2011
5	REVISED TO REFLECT COMMENTS	09/25/2011
6	REVISED TO REFLECT COMMENTS	10/05/2011
7	REVISED TO REFLECT COMMENTS	10/15/2011
8	REVISED TO REFLECT COMMENTS	10/25/2011
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15	REVISED TO REFLECT COMMENTS	01/05/2012
16	REVISED TO REFLECT COMMENTS	01/15/2012
17	REVISED TO REFLECT COMMENTS	01/25/2012
18	REVISED TO REFLECT COMMENTS	02/05/2012
19	REVISED TO REFLECT COMMENTS	02/15/2012
20	REVISED TO REFLECT COMMENTS	02/25/2012

David L. Brundage, P.E.
 Director of Engineering
 11111 1st Street, Suite 100
 Emeryville, CA 94608
 (925) 461-1111
 www.dlb-engineering.com

2011 CIVIL ENGINEER
 License No. 45812
 State of California

3

Exhibit "C"

Amended and Restated Exhibit "E" to Lease
(Calculation of Initial Period Base Rent)

Lease/Land Acquisition Estimated Payments

		Calculations					
\$/sq ft	Acres	Interest Rate	Sq Ft/Acre	Lease Pmt per Year	Years	PV of Lease	
	0.30	8.0%	43,560	347,739	50	(\$4,594,391)	
						Payment of Holtec to SIPC	
\$/sq ft	0.15	8.0%	43,560	63,445	50	(\$838,248)	
						Payment of Holtec to SIPC	
\$/sq ft	0.15	8.0%	43,560	68,150	50	(\$900,404)	
						Payment of Holtec to SIPC	
						Relocation Cost of SIPC; Payment of Holtec to SIPC	
						(\$4,000,000)	
						(\$10,333,042)	

Estimated Costs to SIPC's account. [FINAL COSTS TBD]
 Could be greater or less than this amount at SIPC's risk/liability.
 Subtracted from the payment of Holtec to SIPC.

Total Payment
 (\$8,620,042)



SOUTH JERSEY PORT CORPORATION

An agency of the State of New Jersey

2nd and Joseph A. Balzano Blvd.
Camden, New Jersey 08103

856.757.4927 phone
856.757.4903 fax

kcastagnola@southjerseyport.com
www.southjerseyport.com

Kevin Castagnola
Executive Director & CEO

November 23, 2016

Dr. Krishna P. Singh
President and Chief Executive Officer
Holtec International, Inc.
One Holtec Drive
Marlton, New Jersey 08053

**RE: SOUTH JERSEY PORT CORPORATION | HOLTEC INTERNATIONAL –
GROUND LEASE FOR THE HOLTEC TECHNOLOGY CENTER AT
CAMDEN**

Dear Dr. Singh:

On behalf of South Jersey Port Corporation ("SJPC"), I am pleased to enclose a final, execution copy of the First Amendment to Ground Lease ("First Amendment"), which First Amendment amends that certain Ground Lease, dated February 26, 2015 ("Ground Lease"), between SJPC and Holtec International, on behalf of Holtec Technology Center, LLC ("Holtec"). I would be appreciative if you (or an appropriate representative of Holtec) would execute five (5) of the enclosed signature pages to the First Amendment where indicated. Thereafter, please forward the completed signature pages to Jeff Winitsky at Parker McCay P.A., who will compile complete, fully executed copies for distribution to SJPC and Holtec for our respective records. We remain dedicated to seeing this transformative project reach completion and, by virtue of our mutual execution of the First Amendment, will have taken another step in our collective efforts to do so.

As we proceed with the execution of the First Amendment, I wanted to bring to your attention a small matter that I believe is deserving of some clarification. In particular, Exhibit "C" to the First Amendment includes a recalculation of the rent payable by Holtec to SJPC to reflect the addition of the acreage constituting the "terraces properties" and the removal of the acreage constituting the "AirProducts property" (referred to as the "Southern Site" in the First Amendment) from the leasehold. Within such Exhibit "C" is a line-item reflective of an estimated credit that will be due to Holtec against its rental obligations in the amount of \$1,713,000. As part of that line-item, there is a general description of the source of the estimated credit deriving itself from certain environmental remediation costs that remain to be finalized.

Mr. Krishna P. Singh
Holtec International, Inc.
November 23, 2016
Page 2

While such language is helpful for purposes of establishing the concept of a credit against total rent payable by Holtec, I wanted to ensure that there was a more defined understanding of the applicability of a credit against rent payable by Holtec such that there was a clear understanding that the credit derived not just from environmental remediation costs, but also from other relevant costs payable by SJPC as set forth in Section 6.3 of the Ground Lease.

Specifically, I wanted to clarify that, notwithstanding the language as contained in Exhibit "C" to the First Amendment relative to the credit due to Holtec against rent payable, the amount set forth therein only represents the original estimate for costs related solely to environmental remediation and that such amount may not be reflective of the current estimated SJPC costs for remediation or other costs that may be credited to SJPC's account. Final costs that may be the responsibility of SJPC have not yet been determined and, based upon continuing discussions between the parties, such costs may be greater than the amount included in Exhibit "C"; it being understood that no final determinations have been made as to the amount of any costs payable by SJPC. When finally determined, such amount may serve as a credit against (i.e., shall be subtracted from) rent payable by Holtec to SJPC.

To the extent you are in agreement with the above, please acknowledge your agreement by signing below. Thereafter, we will ensure that a copy of this letter is appended to the executed First Amendment (and to the Ground Lease in total) for the avoidance of any ambiguity in interpretation going forward.

We appreciate our continued relationship with Holtec as part of the continued revitalization and expansion of the Broadway Marine Terminal and wish you and the Holtec team continued success for the project.

Very truly yours,

SOUTH JERSEY PORT CORPORATION

By: _____

KEVIN CASTAGNOLA

Executive Director and Chief Executive Officer

Agreed to this 10 day of ^{December} ~~November~~, 2016.

HOLTEC INTERNATIONAL,
on behalf of Holtec Technology Center, LLC

By: K P Singh
KRISHNA P. SINGH

Block/Lot/Qual:	511. 1.	Tax Account Id:	9878
Property Location:	2306 BROADWAY	Property Class:	15F - Other Exempt
Owner Name/Address:	SOUTH JERSEY PORT CORPORATION 101 JOSEPH A BALZANO BLVD CAMDEN, NJ 08103	Land Value:	22,900
		Improvement Value:	0
		Exempt Value:	0
		Total Assessed Value:	22,900
		Additional Lots:	DEMOLISHED 2005
Special Taxing Districts:		Deductions:	

Taxes

Make a Payment	View Tax Rates	View Current Bill	Project Interest			
Year Due Date	Type	Billed	Balance	Interest	Total Due	Status
Last Payment: N/A						

[Return to Home](#)