



Cape May County Document Summary Sheet

CAPE MAY COUNTY CLERK PO BOX 5000 7 NORTH MAIN STREET CAPE MAY COURT HOUSE NJ 08210-5000	Return Name and Address Richard J. Conway, Jr., Esq. Schenck, Price, Smith & King LLP 220 Park Avenue PO Box 991 Florham Park, New Jersey 07932
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Official Use Only

Submitting Company	JCP&L
Document Date (mm/dd/yyyy)	11/19/2020
Document Type	First Amendment to Master Deed
No. of Pages of the Original Signed Document (including the cover sheet)	50
Consideration Amount (if applicable)	

First Party <i>(Grantor or Mortgagor or Assignor)</i> <i>(Enter up to five names)</i>	Name(s)	<i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>	Address (Optional)
	207 40th Street Condominium Association Glenn R. Watts and Nancy T. Watts		

Second Party <i>(Grantee or Mortgagee or Assignee)</i> <i>(Enter up to five names)</i>	Name(s)	<i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>	Address (Optional)
	Jersey Cetral Power & Light Co., and Glenn R. Watts and Nancy T. Watts		

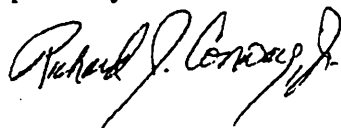
Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
	Sea Isle City	39.04 39.04	11.01 CW 11.01 CE		

Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date
	Deed Book	1715	187		

*DO NOT REMOVE THIS PAGE.
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAPE MAY COUNTY FILING RECORD.
 RETAIN THIS PAGE FOR FUTURE REFERENCE.

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✓ GIB

Prepared By and Return to:



Richard J. Conway, Jr., Esq.
SCHENCK, PRICE, SMITH & KING, LLP
220 Park Avenue, P.O. Box 991
Florham Park, New Jersey 07932

**FIRST AMENDMENT
TO
MASTER DEED
(INCLUDING BYLAWS)**

(dated October 16, 1987 and recorded on October 30, 1987 in Deed Book 1715 page 187 et seq. in the Cape May County Clerk's Office, as the same may now or hereafter be lawfully supplemented and amended)

**MADE BY UNANIMOUS CONSENT OF ,
207 40TH STREET CONDOMINIUM ASSOCIATION
AND
100% OF ALL UNIT OWNERS, BEING**

JERSEY CENTRAL POWER & LIGHT COMPANY

(Owner of UNIT West in "207 40th STREET CONDOMINIUM," a Condominium, together with an undivided 50% percentage interest in the Common Elements appurtenant thereto, commonly known as Lot 11.01CW in Block 39.04, now or formerly known as Unit West of Lots 11.01 and 12.01 in Block 39.04 on the Tax Map of the City of Sea Isle, in the County of Cape May)

AND

GLENN R. WATTS AND NANCY T. WATTS, husband & wife,

(Owner of UNIT East in "207 40th STREET CONDOMINIUM," a Condominium, together with an undivided 50% percentage interest in the Common Elements appurtenant thereto, commonly known as Lot 11.01CE in Block 39.04, now or formerly known as Unit East of Lots 11.01 and 12.01 in Block 39.04 on the Tax Map of the City of Sea Isle, in the County of Cape May)

**OF AND FOR
207 40TH STREET CONDOMINIUM**

**FIRST AMENDMENT TO THE
MASTER DEED OF AND FOR
207 40TH STREET CONDOMINIUM**

THIS AMENDMENT ("Amendment" or "First Amendment") TO THE MASTER DEED ("Master Deed") FOR 207 40TH STREET CONDOMINIUM (the "Condominium") is made this 19 day of November 2020, by unanimous consent of The 207 40TH STREET CONDOMINIUM ASSOCIATION (the "Association"), whose address for the purposes of this First Amendment is 207 40th Street, Sea Isle City, New Jersey and all of the Condominium's Unit Owners ("Unit Owners"), being both (i) Glenn R. Watts and Nancy T. Watts, whose address is 186 Park Ave., Ambler, PA 19002 (the "Watts"), and (ii) Jersey Central Power & Light Company ("JCP&L"), whose address is Attn: Environmental Remediation, 300 Madison Ave, PO Box 1911, Morristown, NJ 07962. RJC

WHEREAS, in 2013 the Association and the Unit Owners entered into and have performed under a certain REMEDIAL ACCESS, DEMOLITION & RECONSTRUCTION AGREEMENT (the "Access Agreement"), as amended four times thereafter, excerpts of which relevant hereafter to the ownership, use and occupancy of the Condominium and Units, are included in Exhibit X hereto; and

WHEREAS, pursuant to the Access Agreement the prior improvements of the Condominium were demolished, the remaining soils remediated by JCP&L, with subsurface groundwater impacts continuing, and a new structure reconstructed, with claims between the Unit Owners, and claims against the original construction contractor, resolved, as a result of which this Amendment is required to reflect that reconstruction; and

WHEREAS, the Association and Unit Owners desire to amend the Master Deed to reflect the current "as built" descriptions of the Condominium and Units East and West;

NOW, THEREFORE, the Association and all Unit Owners hereby amend the Master Deed and Access Agreement as follows:

A1. Exhibit #1 attached to and part of the Master Deed, being the Plot Plan for common elements and unit allocations (without limitation showing new decks and parking spaces, as well as Walkways, entrances and storage areas and yard areas adjacent to each unit), is hereby replaced by the Condominium plan(s) attached hereto and incorporated herein as Exhibit 1A. By way of clarification, the making of this Amendment and the changes in the Units shown on this Exhibit 1A are not intended to impair the rights or collateral of any present lienholder on any Unit in that such changes are not individually or collectively materially adverse to such rights or collateral, being intended merely to reflect minor changes in the Units as resulting from the prior demolition, remediation and reconstruction the subject of the Access Agreement hereafter referenced, which have collectively added value to the Units due to the remediation and new construction, and accordingly consent to such changes is believed by the parties not to be required, but nonetheless will be sought and provided, including under Section Q Regulation 8 of the Master Deed; Sections A8 and A9 below further address the need for such consent, and cure if required.

A2. Exhibit 1A includes Unit floor plans for both Unit 207E (also known as "Unit C-E" or "Unit East") and Unit 207W (also known as Unit "C-W" or "Unit West").

A3. By way of clarification the Unit interests of the Unit Owners in the Common Elements remain the same, even if elements have been relocated from their original locations to current locations.

A4. Section F of the Master Deed is hereby amended so that there is a new subsection 3 as follows:

3, Although in accordance with Section D of the Master Deed most elements of the fire suppression system serving both Units, added as part of the recent reconstruction after demolition of the structure, are part of the individual Units so served, the Master Control Unit for that system, being located within Unit West, is and shall be a non-exclusive common element, the operation, maintenance, repair, and replacement of which shall be the responsibility of the Association who shall have access thereto for such purpose.

A5. Section K of the Master Deed is hereby amended so that the Agent for service of process on the Association is and shall be the senior owner (the "Senior Owner") of either of the two Units, being the particular person or entity (and if more than one then being either or both, jointly and severally, and if being an entity then being the person shown above, in either case or as shown in any later amendment, or his or her designee), as determined by the relative dates of the acquisition of title to the Units (the earliest date of acquisition determining who is senior), therefore now being the Watts.

A6. Section M of the Master Deed is hereby amended to acknowledge that the prior demolition and reconstruction of the Structure and property of the Units and Association occurred with the consent of the parties pursuant to the Access Agreement the subject of Section A8 of this Amendment.

A7. Exhibit #2 attached to and part of the Master Deed, being the By-Laws for the Condominium Association referenced in Section I of the Master Deed, is hereby amended as follows:

(a) The following new provision is added to Section V of the By-Laws: "In the event that any Unit is owned by more than one person, or by any one or more entity, then only one individual may serve on the Board of Governors as a Governor and cast a single vote on behalf of each Unit Owner, and such Unit Owner also may designate a single person to act as Agent if such Unit Owner is the Senior Owner, by notice to the Association and all Unit Owners. Any Unit Owner, as defined by the Act, required to designate an individual to so serve shall to select that individual in accordance with its owner procedures. From time to time, the Board of Governors, or the Unit Owners acting unanimously, may either or both appoint one person to act as the authorized representative or Agent of the Condominium or the Association or both for such purposes, for such periods, and subject to such limits and instructions as it may from time to time determine in writing. Any and every such appointment is subject to revocation and termination upon and after written notice from any Governor or Unit Owner to all Unit Owners and that representative."

A8. (a) The Unit Owners and the Association acknowledge and agree that the Condominium and their Units, and their respective ownership interests therein, and the ownership and interests of each and all of their respective real estate heirs, successors and assigns, are subject to and

bound by the terms and conditions of the Access Agreement as now remaining and continuing in effect, as amended hereby, as detailed in attached Exhibit X, which is fully incorporated herein and made a part of this Amendment. Further consent of any Unit owners or the Association, or all, without limitation as otherwise required by Regulation at Section Q 5 in the Master Deed, is not required for Jersey Central Power & Light Company to exercise its rights and meet its obligations under the Access Agreement, except only if and as provided expressly in the Access Agreement as detailed in Exhibit X.

(b) By way of clarification while other provisions of the Access Agreement remain in effect as between the current Unit Owners and the Association, as such contract provisions have not been terminated as between the actual parties to the Access Agreement as amended, and are only amended if and as provided in Exhibit X if and as applicable, it is agreed that upon and after the transfer by any current Unit Owner to a new Unit Owner bound by this Amendment, only the provisions set forth in Exhibit X will thereafter be in effect.

A9. The Watts hereby represent and warrant that there is no present lienholder on Unit East owned by the Watts from whom consent to the making of this Amendment is required. JCP&L hereby represents and warrants that there is no present lienholder on Unit West owned by JCP&L from whom consent to the making of this Amendment is required. The Association hereby represents and warrants that there is no present lienholder on the Associations property from whom consent to the making of this Amendment is required.

A10. Each of the parties (including their respective heirs, successors, assigns, and affiliates) shall, from time to time, at the request of the other, authorize, execute, deliver, file and otherwise implement or cause to be authorized, executed, delivered, filed and otherwise implemented by its Affiliates, and seek and obtain, such other documents, consents, supplements, filings, recordings, notices, and instruments reasonably required, and take all further action that may be necessary, as may be reasonably requested by any of the parties to this Amendment in order to effectuate the terms, conditions, purpose and substance of this Amendment, including to cure any flaw or deficiency or to revive this Amendment if void or voidable, or to replace or restate this Amendment if necessary or advisable as determined by counsel to any Unit Owner, but in all instances only if and as not inconsistent herewith.

A11. Except as expressly modified herein, all terms, conditions, provisions and exhibits of the Master Deed shall maintain in full force and effect. In the case of any conflict, the provisions of this Amendment shall be deemed controlling.

A12. (a) All of the Association, its Board of Governors and both Unit Owners hereby authorize and direct Glenn R. Watts as its representative, as well as the Board of Governors, to cause Association to execute, deliver and perform this First Amendment, which representative authorization shall expire on the first anniversary date of this First Amendment.

(b) The prior appointment of an authorized representative for the purpose of entering into and performing the access agreement, as amended, between all the Unit Owners and the Association concerning the remediation, demolition and reconstruction of the Property and its Units by Jersey Central Power & Light Company as remediating party, is hereby ratified and confirmed. That appointment shall cease on and after the first to occur of (i) notice from Jersey Central Power & Light Company as remediating party to the Association and the Unit Owners that the anticipated Work and tasks under the Access Agreement has been sufficiently completed that the services of that authorized

representative are no longer needed, (ii) notice from any Unit Owner to Jersey Central Power & Light Company as remediating party, to the Association and to all Unit Owners that the designation and authority of the authorized representative is thereby terminated, or (iii) the sale or other transfer of either or both Units to a new owner.

{Balance of Amendment is intentionally blank. Execution Page follows}

IN WITNESS WHEREOF, the Unit Owners and the Association have executed and delivered this First Amendment as of the date first written above.

THE ASSOCIATION:

Witness or Attest:

James West
Name

The 207 40TH STREET
CONDOMINIUM ASSOCIATION

By: Glenn R. Watts
Name: Glenn R. Watts
Title: Authorized Representative
Date:

OWNER OF UNIT EAST:

Witness or Attest:

James West
Name

Glenn R. Watts
Name: Glenn R. Watts
Date

Witness or Attest:

James West
Name

Nancy T. Watts
Name: Nancy T. Watts
Date

OWNER OF UNIT WEST

Witness or Attest:

Name

JERSEY CENTRAL POWER
& LIGHT COMPANY

By: _____
Name: Frank Lawson
Title: Supervisor – Site Remediation
Date:

IN WITNESS WHEREOF, the Unit Owners and the Association have executed and delivered this First Amendment as of the date first written above.

THE ASSOCIATION:

Witness or Attest:

James West
Name

The 207 40TH STREET
CONDOMINIUM ASSOCIATION

By: *Glenn R. Watts*
Name: Glenn R. Watts
Title: Authorized Representative
Date:

OWNER OF UNIT EAST:

Witness or Attest:

James West
Name

Glenn R. Watts
Name: Glenn R. Watts
Date

Witness or Attest:

James West
Name

Nancy T. Watts
Name: Nancy T. Watts
Date

OWNER OF UNIT WEST

Witness or Attest:

Nancy Lawson
Name

JERSEY CENTRAL POWER
& LIGHT COMPANY


By: *Frank Lawson*
Name: Frank Lawson
Title: Supervisor – Site Remediation
Date: 11-19-2020

ACKNOWLEDGMENTS
(FOR OWNER OF UNIT EAST)

STATE OF PENNSYLVANIA)
)SS
COUNTY OF MONTGOMERY)

On this 6 day of November, 2020, before me the sub-scriber, a Notary Public [or Attorney at Law (if local law allows)] of the State of PENNSYLVANIA personally appeared Glenn R. Watts and Nancy T. Watts, husband & wife, who I am satisfied are the individual(s) named in and subscribing to the foregoing instrument, and they, being by me duly sworn, acknowledged, deposed and said that they signed, sealed and delivered the same on his and her own behalf as his and her voluntary act and deed for the uses and purposes therein expressed.

Sworn and Subscribed before me a Notary Public.
or _____ of the State of PENNSYLVANIA
This 6 day of November, 2020


Name ANTHONY M. SERRAO


Title Commonwealth of Pennsylvania - Notary Seal
Seal Anthony M. Serrao, Notary Public
Montgomery County
My commission expires September 20, 2023
Commission number 1149141
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT
[FOR ASSOCIATION]

STATE OF PENNSYLVANIA)
)SS
COUNTY OF MONTGOMERY)

On this 6 day of November, 2020, before me the sub-scriber a Notary Public [or Attorney at Law (if local law allows)] of the State of PENNSYLVANIA personally appeared Glenn R. Watts, who I am satisfied is the Authorized Representative of The 207 40TH STREET CONDOMINIUM ASSOCIATION, the condominium association named in and subscribing to the foregoing instrument, and he or she, being by me duly sworn, acknowledged, deposed, said that such instrument was made by such condominium association and sealed with its seal, and that he or she signed, sealed and delivered the same as such officer of that condominium association, as its voluntary act and deed by virtue of its authority and authorizations, for the uses and purposes therein expressed.

Sworn and Subscribed before me a Notary Public
or _____ of the State of PENNSYLVANIA
This 6 day of November, 2020


Name ANTHONY M. SERRAO

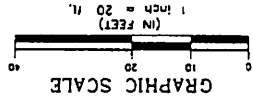
Title NOTARY PUBLIC
Seal Commonwealth of Pennsylvania - Notary Seal
Anthony M. Serrao, Notary Public
Montgomery County
My commission expires September 20, 2023
Commission number 1149141
Member, Pennsylvania Association of Notaries

Commission Number 105818
My Commission Expires August 24, 2024
Butts County
VICTORIA L. CHILDS, Notary Public
Commonwealth of Pennsylvania - Notary Seal

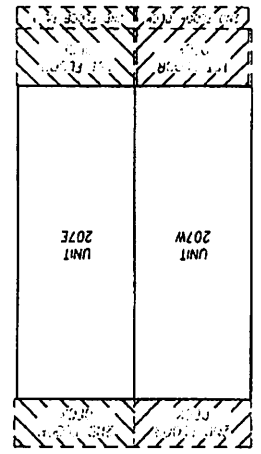
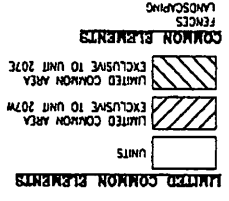
EXHIBIT 1A
TO
FIRST AMENDMENT
CONDOMINIUM PROPERTY PLOT PLAN

DRAWING NO. C1	CONDOMINIUM PLAN 207E & 207W 40TH STREET BLOCK 39.04, LOTS 11.01 & 12.01 CITY OF SEA ISLE CITY CAPE MAY COUNTY, NEW JERSEY		DATE 08/25/2021	PROJECT NO. M2100370.01	SCW 08/25/2021	SHEET 1 OF 1
	207 40TH-CONDO		DATE 08/25/2021	PROJECT NO. M2100370.01	SCW 08/25/2021	SHEET 1 OF 1
Dante Guzzi Engineering Associates 203 South Main Street, Cape May Court House, New Jersey 08210 Telephone (609) 465-3333 Fax (609) 465-3337 www.guzziengineering.com			STEVEN C. WOODROW, P.L.S. PROFESSIONAL LAND SURVEYOR N.J. LICENSE NO. 27514			

I HEREBY CERTIFY THAT THIS PLAN CONSTITUTES A CORRECT REPRESENTATION OF THE IMPROVEMENTS ERRECTED HEREON AS OF 10/20/2020 WITHIN THE RECORDERS OF THE "CONDOMINIUM SECTION" OF N.J.A.C. 17:27-9.3. THE MAP FILING LAW.



- NOTES:
- SURVEY INFORMATION BASED ON A PLAN ERRECTED AS-DATED SURVEY OF SEA ISLE CITY, CAPE MAY COUNTY, NEW JERSEY BY THIS OFFICE, DATED 09/16/2020. LAST RECORDED 10/20/2020.
 - LOT AND BLOCK NUMBERS REFER TO SEA ISLE CITY TAX MAPS, SHEET 15 OR 52A CITY, CAPE MAY COUNTY, NEW JERSEY BY THIS OFFICE.
 - 207E & 207W 40TH STREET, BLOCK 39.04, LOTS 11.01 & 12.01, CITY OF SEA ISLE CITY, CAPE MAY COUNTY, NEW JERSEY.
 - PROPERTY LIES IN ZONE "R2" (R.L. 9.0) AS SHOWN ON PLANS.
 - 2/4/2005/10/27, DATED 10/27/2017.
 - LOT AREA: 6,050 SF (0.1388 AC).
 - COMPARISONS SHOWN ARE BASED ON ASSUMED DATA.
 - THE SURVEYOR RESERVES THE RIGHT TO RELEASE THIS PLAN IF MORE INFORMATION BECOMES AVAILABLE.



UNIT 207E: 50%
UNIT 207W: 50%

207 40TH STREET CONDOMINIUM ASSOCIATION
SCALE: 1" = 20'

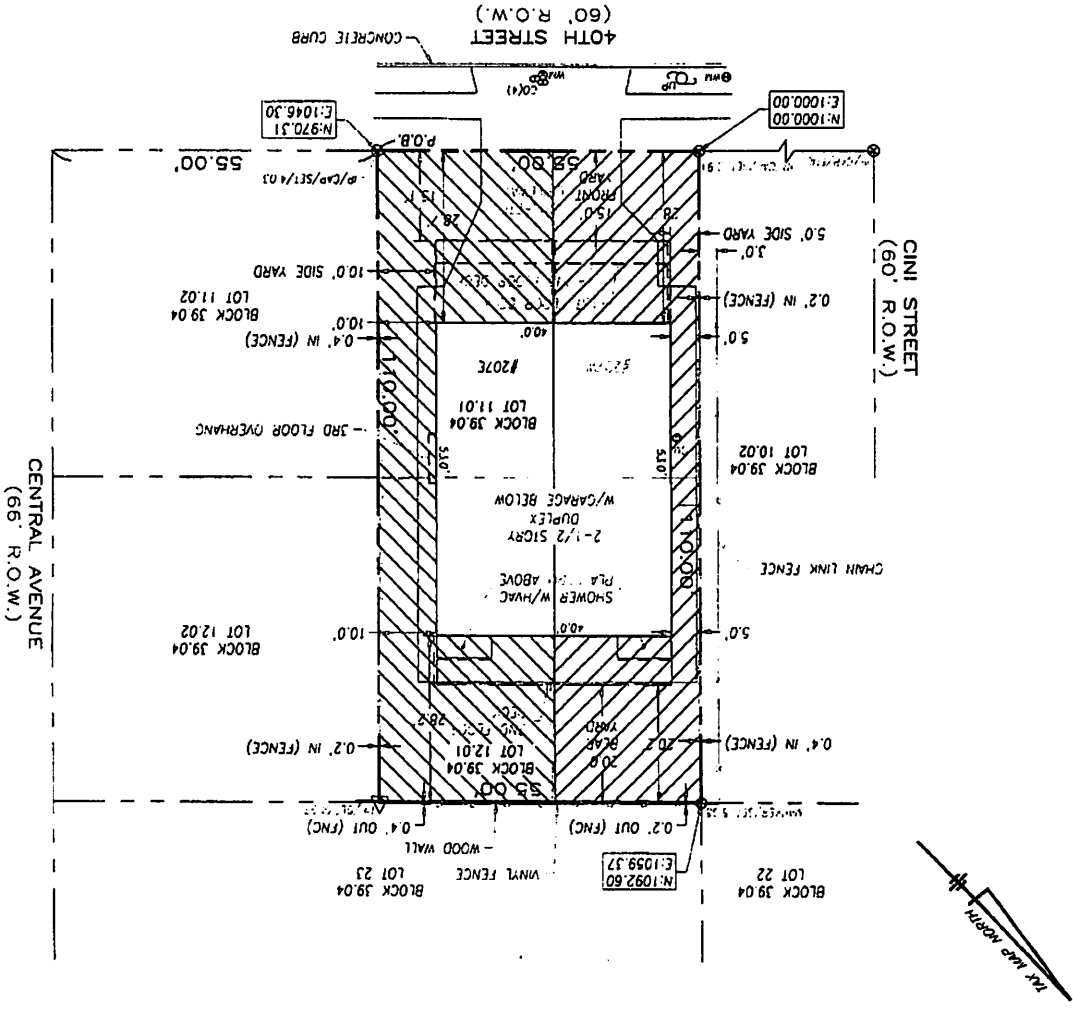
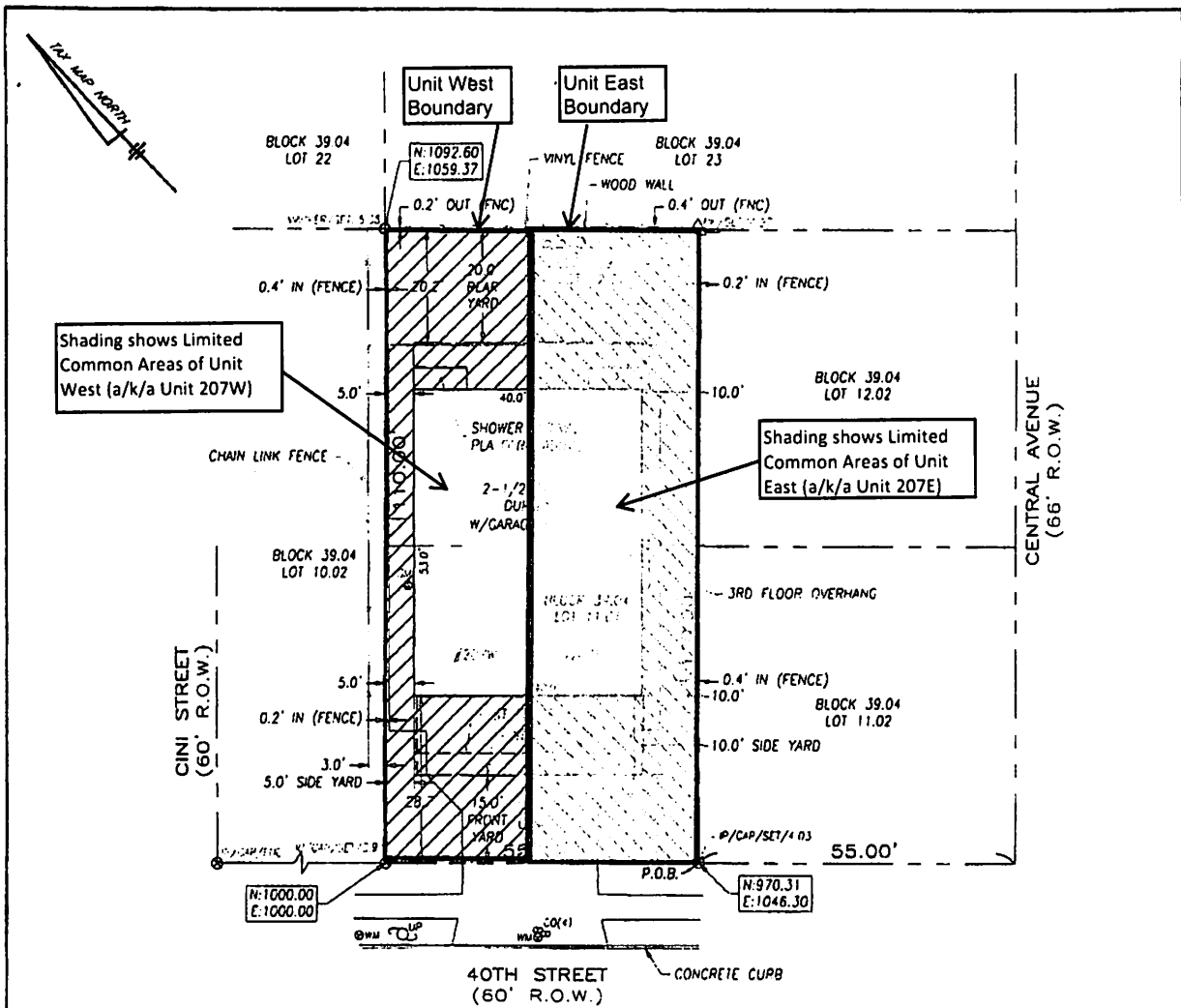


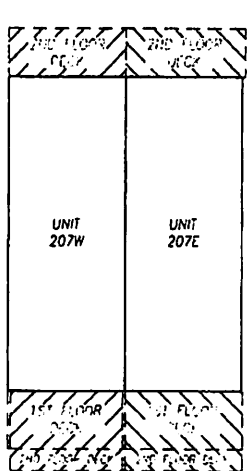
EXHIBIT B
TO
FIRST AMENDMENT
UNIT DETAILS AND PLANS

Note 1: 207E = 50% and 207W = 50%

Note 2: Shaded areas are of and at ground level. Units are each in approximately half of the Structure on the Property, each above the designated shaded areas of the surface.



207 40TH STREET CONDOMINIUM ASSOCIATION
SCALE : 1"=20'



UNIT 207E: 50%
UNIT 207W: 50%

LIMITED COMMON ELEMENTS

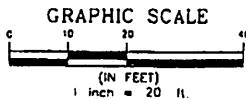
- UNITS
- LIMITED COMMON AREA EXCLUSIVE TO UNIT 207W
- LIMITED COMMON AREA EXCLUSIVE TO UNIT 207E

COMMON ELEMENTS
FENCES
LANDSCAPING

NOTES:

1. SURVEY INFORMATION BASED ON A PLAN ENTITLED "AS-BUILT SURVEY, 207E & 207W 40TH STREET, BLOCK 39.04, LOTS 11.01 & 12.01, CITY OF SEA ISLE CITY, CAPE MAY COUNTY, NEW JERSEY" BY THIS OFFICE, DATED 09/18/2020, LAST REVISED 10/20/2020.
2. LOT AND BLOCK NUMBERS REFER TO SEA ISLE CITY TAX MAPS, SHEET #5.
3. PROPERTY LIES IN ZONE "4C" (CL 9.0) AS SHOWN ON P.L.R.U. #34009C0142F, DATED 10/05/2017.
4. LOT AREA: 6,050 SF (0.13688 AC)
5. COORDINATES SHOWN ARE BASED ON ASSUMED DATUM.
6. THE SURVEYOR RESERVES THE RIGHT TO REVISE THIS PLAN IF MORE INFORMATION BECOMES AVAILABLE.

Top Left: "Unit West Boundary"
Top Right: "Unit East Boundary"
Left: "Shading shows Limited Common Areas of Unit West (a/k/a Unit 207W)"
Right: "Shading shows Limited Common Areas of Unit East (a/k/a Unit 207E)"



I HEREBY CERTIFY THAT THIS PLAN CONSTITUTES A CORRECT REPRESENTATION OF THE IMPROVEMENTS ERECTED HEREON AS OF 10/20/2020 WITHIN THE REQUIREMENTS OF THE "CONDOMINIUM SECTION" OF N.J.A.C.48:27-9.9 "THE MAP FILING LAW"

<p>Dante Guzzi Engineering Associates 203 South Main Street, Cape May Court House, New Jersey 08210 telephone (609) 465-3333 local/mile (609) 465-3357 www.guzziengineering.com www.cmeusa1.com</p>	<p>CONDOMINIUM PLAN 207E & 207W 40TH STREET BLOCK 39.04, LOTS 11.01 & 12.01 CITY OF SEA ISLE CITY CAPE MAY COUNTY, NEW JERSEY</p>		DRAWING NO. C1
	<p>STEVEN C. WOODROW, P.L.S. DATE 08/31/2021 PROFESSIONAL LAND SURVEYOR N.J. LICENSE NO. 27514</p>	<p>FILE 207 40TH-CONDO DATE 08/25/2021 DRAWN BY MM</p>	<p>SCALE AS SHOWN PROJECT NO. M2100370.01 CHECKED BY SCW DATE 08/25/2021 SHEET 1 OF 1</p>

EXHIBIT X

TO

FIRST AMENDMENT

CONTINUING EXCERPTS OF ACCESS AGREEMENT,
AS AMENDED PREVIOUSLY AND HEREBY

EXHIBIT X
*BEING ATTACHED TO AUGUST 2020 AMENDMENT TO MASTER DEED
MADE BY
100% of UNIT OWNERS AND 207 40TH STREET CONDOMINIUM ASSOCIATION
EXCERPTS OF, AND AMENDMENTS MADE HEREBY TO,
REMEDIAL ACCESS, DEMOLITION & RECONSTRUCTION AGREEMENT
(v.08/08/13)*

This Remedial Access, Demolition & Reconstruction Agreement ("Access Agreement") ... between Glenn R. Watts and Nancy T. Watts, husband & wife, (these individuals, their heirs, successors and permitted assigns are sometimes jointly and severally referred to as "Owner"), ... 207 40TH STREET CONDOMINIUM ASSOCIATION, ... (this entity, its heirs, successors and permitted assigns are sometimes jointly and severally referred to as "Association") and Jersey Central Power & Light Company, ... (this entity, its corporate heirs, successors and permitted assigns as remediating party are sometimes jointly and severally referred to as "JCP&L", such heirs, successors and assigns [are] often clarified and distinguished by reference to its status as remediating party or [otherwise, for example, as Unit] owner of the JCP&L Premises[which JCP&L Premises may also be referenced as Unit C-W; further, after JCP&L sells or otherwise transfers its present ownership of a Unit of the Condominium to another, (i) such new Person owning the transferred Unit and its or their heirs, successors and permitted assigns may also sometimes be included herein within the scope and meaning of any and all references to and as "Owner" jointly and severally as to their Unit and jointly and severally with all other Owner(s) as to the Units each and all own, jointly and severally, (ii) but such new Owner of Unit C-W shall not succeed to the then rights and obligations of JCP&L as remediating party, all of (i) and (ii) above except only if and when JCP&L itself may hereafter determine]). By way of clarification, various words or phrases, usually initially capitalized, and their cognates, are defined throughout this Access Agreement, or on Schedule A attached hereto, and such shall have the meaning there provided, unless the context where used clearly indicates a different meaning, subject to the interpretative principles hereafter provided. [Amendments are hereby made by JCP&L, Owner and Association to this Access Agreement effective as of August 1, 2020, the consent to which is evidenced by the execution and recording of the Amendment to the Master Deed to which this Exhibit X is attached, as included in brackets and italicized below; Omitted language {shown by use of ellipsis {...}} are not of relevance under the Master Deed hereafter although potentially relevant between the parties to the original Access Agreement, particularly as to prior events].

RECITALS

A. Owner owns real property consisting of Unit East of that certain Condominium known as the "207 40TH STREET CONDOMINIUM" (the "Condominium"), together with an undivided 50.00 percentage interest in the Common Elements (hereafter including all Limited, Restricted, and Unrestricted Common Elements), as defined in the Master Deed ("Common Elements"), appurtenant to said Unit, including all rights, reservations, covenants, restrictions, easements, agreements and other provisions (also hereafter included within the meaning of Common Elements) contained in and under and, of the Condominium formed by the Condominium Master Deed dated October 16, 1987, recorded October 30, 1987 in Deed Book 1715, Page 187 in the Cape May County Clerk's Office, and as the same may now or hereafter be lawfully supplemented and amended, (the "Master Deed"), which Unit C-E is commonly known as 207 40th Street (Unit East or C-E), Sea Isle City, Cape May County, New Jersey and shown on the municipal tax map as Lots 11.01 & 12.01 (C-E) Block 39.04 (collectively the "Watts Premises" "); [The Watts may sell or otherwise transfer its Unit to a new successor Owner of Unit C-E]. JCP&L [itself now] owns Unit West of the Condominium, together with an undivided

50.00 percentage interest in the Common Elements, which Unit C-W is commonly known as 207 40th Street (Unit West or C-W), Sea Isle City, Cape May County, New Jersey, and shown on the municipal tax map as Lots 11.01 & 12.01 (C-W) Block 39.04 (the "JCP&L Premises"); *JCP&L may sell or otherwise transfer its Unit to a new successor Owner of Unit C-W*. The Master Deed also created the Association, which is controlled by JCP&L and Owner. ...

B. All of the Collective Property and Road(s) are adjacent or proximate to the site of the Sea Isle City former manufactured gas plant a/k/a Sea Isle City Coal Gas Site (the "MGP Site") located on or about 39th Street & Central Ave., Sea Isle City, NJ, which MGP Site is designated by DEP on its Known Contaminated Site List by Number NJD 982187460 and being Program Interest Number (Preferred ID) # G000006130, and under remediation (as such term is defined by Law(s)) by or for JCP&L as remediating party.

C. JCP&L as remediating party intends to conduct certain work and remedial activities at the Collective Property in connection with the existence of remaining materials in shallow and/or deep soils, other media and waters from past operation of a manufactured gas plant ("MGP") at or about the MGP Site (the "MGP Materials"). ... The ... work plan for such work and activities at or about the Collective Property... as amended by JCP&L as remediating party from time to time hereafter without further consent or approval of Owner, Association ... sets forth such work and activities which, together with additional work and activities as provided in or allowed under this Access Agreement, collectively are sometimes referred to as the "Work" The Work also may be coordinated and/or sequentially staged with other work and activities, onsite and offsite, as more specifically set forth below and in ... Exhibit 3 *[including as hereafter provided by JCP&L itself from time to time]*. ...

THEREFORE, for the purposes set forth above and in consideration of the recitals, which hereby are agreed to be part of this Access Agreement, and mutual promises contained in this Access Agreement, the receipt and sufficiency of which are hereby acknowledged, JCP&L, Owner and Association agree as follows:

1. GRANT.

1.1 Consent & Rent-free Access. Owner and Association hereby consent to the conduct of the Work and Offsite Work under JCP&L's plans, as hereafter amended, on and about the Collective Property, including without limitation ... use of Controls and Deed Notice as permitted under this Agreement. Owner and Association hereby grant to JCP&L as remediating party and its agents and contractors the right to conduct the Work on and about the Collective Property, and enjoy access to and use of the Collective Property, ... rent free, for the Work, and for incidental purposes related thereto, including for the Offsite Work. ...

1.7 Standards. The plan for Work in soils at the Collective Property is presently planned by JCP&L based on known conditions and existing DEP requirements and generally in pursuit of DEP's unrestricted soils standards or criteria, at least to the feasible limits of excavation (with a Deed Notice for Controls to be used for a restricted area beginning at or about 10 feet BGS, or such other depth at the surface or BGS as may be required or approved by DEP, other government authority or the LSRP, above remaining MGP Materials at or about depths deeper than approximately 12 feet BGS); the Work with respect to the Road(s), other properties and/or other media is not planned to pursue DEP's unrestricted standards or criteria, or to rely on excavation, and will rely on any or all of Deed Notices, Permits and Controls.

1.8 Offsite Work & Road(s). Owner and Association agree that JCP&L as remediating party may conduct similar or different work at other neighboring properties, including the Road(s), and for other media, including ground water and surface water and ecological receptors, any or all of in the same, similar or different manner(s), and at the same or different time period(s), as the

Work at the Collective Property and other neighboring properties (the "Offsite Work"; the term Work includes Offsite Work to the extent of its activities and impacts on, from or about any of the Collective Property). Owner's and Association's covenants, consents and grants made or contained in this Access Agreement also pertain to its and their interests in the Road(s), if any, to the extent any or all have or obtain any interest in the Road(s) (but without representation or warranty of the nature or existence of any Owner or Association interest in the Road(s)).

1.9 One Notice. Any JCP&L notice of Work as remediating party (including for Demolition and remediation), or Reconstruction Contractor notice for Reconstruction, may provide a firm or flexible schedule or period(s), including potential adjustments for contingencies and elections, for continued, staged or periodic access and Work or Reconstruction, and all or any one or more phases or stages of such Work and Reconstruction, and in such event the initial notice shall suffice as notice for each and all of such scheduled activities, and later notices will suffice for then unscheduled activities.

1.10 Utilities. Each of JCP&L as remediating party, ... and its or their respective agents and contractors shall be permitted to connect to and use existing and future utilities (e.g., sewer, water, gas and electricity) ... *[Note: Limitation to Utility usage limits to West Unit are deleted once JCP&L itself no longer owns that Unit]* at and about the Collective Property for and during any period of access, Work or Reconstruction, at each of its separate expense.

2. DURATION AND TERMINATION.

2.1 Non-Terminable Except for Uncured Breach. This Access Agreement is irrevocable by any party other than JCP&L as remediating party and Owner as set forth herein. Neither Association, nor any New Unit Owner, nor any contractor ... may revoke, rescind, terminate or suspend this Access Agreement except only that Owner (and therefore Manager), but not Association, may terminate JCP&L's right of access as remediating party for Work, ... for a material breach by JCP&L as remediating party or its agents and contractors of its duties as remediating party under this Access Agreement but then only after Owner's prior notice to JCP&L as remediating party specifying the breach and passage of sufficient time, in all cases being at least thirty (30) days, after such notice to provide and allow a reasonable opportunity for JCP&L as remediating party to initiate pursuit of cure of the breach and thereafter pursue and achieve such cure in a reasonable period (and if cured then this Access Agreement may not be terminated). JCP&L as remediating party shall also have the rights set forth in Section 3.1(a)(iv).

2.2 Expiration. ... JCP&L as remediating party and its agents and contractors ... shall have the access rights granted to it in this Access Agreement continuing until the first to occur of (i) JCP&L receipt and approval as remediating party of DEP's, other government authority or the LSRP's written statement either that no further action is required for the completion of the Work and Offsite Work, including by issuance of the Final FRD to the same effect, or some other statement or decision of substantially similar or equivalent purpose and effect, in form and substance acceptable to JCP&L as remediating party, (which may or may not occur in or upon receipt of a FRD) or (ii) JCP&L as remediating party notifies the Owner (and thereby Association) in writing that both JCP&L as remediating party has completed the Work then planned for the Collective Property and JCP&L as remediating party terminates this Access Agreement.

2.3 Survival. However, after the Return Date *[which is occurring by reason of and after the reconstruction of both Units, and is scheduled to occur in or about November 2020]*, or any termination of access rights for the Work under Sections 2.1 or 2.2, then thereafter JCP&L as remediating party shall have a further right of access to the Collective Property, including for work

periods after the Work Period, without payment, for the purposes of any monitoring, sampling, inspection, reporting, repair, maintenance, replacement, correction, Restoration, Reconstruction or other work as either (i) authorized or required by this Agreement, or (ii) required or approved by DEP, any government authority or the LSRP, or (iii) authorized or required by any Law(s), including for Offsite Work, until receipt of a FRD, or equivalent, by or from DEP, any government authority or the LSRP, for both the Collective Property and the MGP Site, to JCP&L as remediating party, with conclusions, consequences or statements to similar effect, copied to Owner (and thereby to Association), including for or by reason of Controls, Deed Notice, Permits and FRDs (and even thereafter if authorized or required in any of the circumstances described in any of (i)-(iii) of this Section 2.3). All then existing obligations of the parties under this Access Agreement either as specifically stated elsewhere in this Access Agreement or with respect to prior events (e.g., for Restoration of damage occurring prior to termination but not for indemnification of claims allegedly arising thereafter) shall survive any termination or expiration of this Access Agreement.

3. ACCESS AND ASSISTANCE

3.1 Scheduling of Work.

(a) Staging. (i) Current Plan. The Work and Offsite Work for the remediation of the known MGP Materials in soils at the Collective Property, and certain other neighboring properties, excluding the Road(s), is planned by JCP&L as remediating party to occur in coordination and staging of that Work and Offsite Work to occur separately, together, sequentially or in parallel, as more specifically set forth below. ... The Work and Offsite Work for the remediation of the known MGP Materials in ground water and other media at and about the Collective Property and the MGP Site is not yet fully planned but may occur separately or concurrently, in whole or in part, in accordance with *[new or]* amended Exhibits to be provided hereafter *[by JCP&L itself from time to time, if and to the extent impacting the Property in any material respect]*, without further consent or approval of Owner or Association or Reconstruction Contractor, to the extent of any impacts of such Work on the Collective Property. ... *[Phases 1-11 are anticipated to have been all previously occurred and completed by October 1, 2020. The remaining phases thereafter may include:]*

(12) if necessary or advisable in JCP&L's as remediating party, DEP's, any other government authority's or the LSRP's opinion, at any time after Phase (6), by reason of the presence of MGP Materials remaining in excess of DEP standards or criteria after the excavation, or for the Road(s) or Offsite Work, JCP&L as remediating party shall have access to, and may, install and use any and all Controls, use any and all Deed Notices for or by reason of same, and seek and obtain any and all remedial action Permits for or by reason of same, or the like, and *[all Unit Owners, including the Owner of Unit C-W as successor to JCP&L,]* and Association hereby consent and agree to, and will allow and cooperate with, such remediation and Work, and agree to and shall execute, deliver, record, and comply with any and every application, report, filing, institutional control and Deed Notice or the like on JCP&L as remediating party request for or by reason of same, with respect to any or all of the Collective Property, Watts Premises, *[Unit C-W]* or Road(s) (provided only same is consistent with Section 6 of this Access Agreement), any or all of which may occur, at JCP&L's as remediating party election, before, after or at the same time as any other Phase of Work, but most likely in advance of the Return Date.

(13) if necessary or advisable in JCP&L's as remediating party, DEP's, any other government authority's or the LSRP's opinion, at any time after Phase (6), by reason of the presence of MGP Materials in excess of DEP standards or criteria, any and all Controls, Deed Notice, Permits or FRD, or the like, then planned, existing or thereafter planned or implemented, JCP&L as remediating party shall have access for, and may conduct, such inspections, tests, reports, filings,

operation, installation, remediation, maintenance, repair, replacement and Work for or by reason of same and *[each and all]* Owner $[(s)]$ and Association agree to and shall execute, deliver and record any and every application, report, filing, institutional control, and Deed Notice, or the like, on JCP&L as remediating party request for or by reason of same, with respect to any or all of the Collective Property, Watts Premises, Road(s) or Offsite Work (provided only same is consistent with Section 6 of this Access Agreement), any or all of which may occur, at JCP&L's as remediating party election, before, after or at the same time as any other Phase of Work.

(14) if necessary or advisable in JCP&L's as remediating party or any government authority's opinion, at any time after Phase (9), it is necessary or advisable to *[further]* amend, supplement, correct, re-state or re-convey any of the Master Deed, By-Laws, deeds for any or both of the units, or any of the interests in or by reason of the Watts Premises, JCP&L Premises or Common Elements, or the like, by reason of any or all of ... the use, existence or likely terms and conditions, of any then planned, existing or thereafter planned or implemented Controls, Deed Notice, Permit, or FRD or the like (provided only same is consistent with Section 6 of this Access Agreement), then JCP&L as remediating party may determine to cause such to occur and, in such event, Owner, *[including]* ... as owner of the JCP&L Premises and Association agree to and shall execute, deliver and record any and every application, filing, instrument, deed, agreement, document or recording, on JCP&L as remediating party request for or by reason of same, any or all of which may occur, at JCP&L's as remediating party election, before, after or at the same time as any other Phase of Work, subject to later revision, amendment or replacement if and as finals or corrected Controls, Deed Notices, Permits, or FRDs occur.

(15) future investigations and/or remediation or Work on or about the Collective Property, if any, required or approved by DEP, any other government authority, or the LSRP, or otherwise authorized or required by Law(s) or this Access Agreement, subject to JCP&L's rights as remediating party elsewhere set forth, with Restoration for any damage as elsewhere provided.

(16) future access to the Collective Property for Offsite Work and remediation to the extent necessary or advisable to conduct any of same on or from the Collective Property (for example to construct, install, use, repair, maintain, replace, cut-off BGS, remove or penetrate, any system on or about the Collective Property, and excavate and replace excavated soils, and performance of Restoration associated with or by reason of same).

(17) post-Return Date Restoration of damage, if still required but not otherwise addressed, including for or by reason of further remediation or Work occurring after the Return Date.

The foregoing are subject to revision in accordance with future Exhibits made in accordance with this Access Agreement *[including as hereafter provided by JCP&L itself from time to time]*. By way of clarification, various Phases may be added, altered, reorganized, repeated or supplemented from time to time, as JCP&L as remediating party determines necessary or advisable, including without limitation ... Phases (12) through (17) inclusive.

(ii) JCP&L Changes or Extensions to Plan. Other Phases of Work and Offsite Work can be scheduled by JCP&L as remediating party hereafter and may include preparatory, supplementary, new, temporary, permanent, completing, supportive, amendatory, corrective and/or ancillary activities and changes at, about and from the Collective Property in and for such work periods as JCP&L as remediating party determines necessary or appropriate. JCP&L as remediating party may *[issue,]* amend, supplement, reissue or restate any or all Exhibits to, or plans referenced in, this Access Agreement addressing the Work to reflect such activities and changes,

giving notice to *[each]* Owner (and thereby Association) ... of such, without further consent or approval of *[any]* Owner... *[or]* Association ... *[, but only if and as consistent with this Access Agreement,]* and thereupon such Exhibit shall have the same force and effect as if attached to or referenced in this Access Agreement on the date of execution of this Access Agreement*[, as well as the making of the amendment to the Master Deed to which these terms and conditions are attached]*. The fulfillment of Permit pre-conditions associated with any Work, and all activities required to be conducted preliminary to that Work, may be conducted in advance or at the same time as that Phase of Work and the fulfillment of Permit post-conditions associated with any Work, and all activities required to be conducted after that Work, may be conducted after or at the same time as that Phase of Work. JCP&L as remediating party may establish schedules for the various Phases of Work, and provide for contingencies therein or not, as it elects. Each Phase may extend at JCP&L's as remediating party election until passage of an additional three (3) months after the completion of all the foregoing Work defined for that Phase is reported by JCP&L as remediating party. Any Work or Offsite Work now or hereafter planned to occur, or occurring in fact, to a result other than to then applicable DEP unrestricted standards, including due to changes in facts, Law(s), standards, or circumstances hereafter occurring or discovered, can instead or later be resolved, undertaken, altered, or corrected, including after such occurrence or discovery, by JCP&L as remediating party to such other standard, lesser or more stringent, that DEP, any other government authority, or the LSRP may approve, from time to time, including, for example, that Work planned to involve Controls, or for or at the Road(s) or offsite properties, may nonetheless hereafter be remediated to current or future DEP unrestricted standards or criteria if, when and as JCP&L as remediating party elects, notwithstanding prior plans or Work, including because of a change in JCP&L as remediating party policies, Law(s) or otherwise, and *[each]* Owner and Association shall cooperate with JCP&L as remediating party in and allow such election and implementation of same.

(iii) Owner and Association Changes. *[Each]* Owner and Association shall keep JCP&L as remediating party informed of any planned or actual construction, improvement, repair, replacement, casualty, sale or other change, other than if initiated by JCP&L as remediating party, affecting the ownership, use or condition of the Collective Property, including the residential structure(s) and improvements now or hereafter on the Collective Property, including by reason of any condemnation or casualty, *[but excluding any actual construction, improvement, repair, replacement, or other change limited to the interior or exterior of the structure and not having any below ground surface component of such work,]* and shall use reasonable efforts to coordinate with JCP&L as remediating party so as to avoid an adverse effect from any such change or event on either JCP&L's ability as remediating party to perform the Work or ... ability to perform the Reconstruction when and as anticipated by this Access Agreement. ...

(iv) JCP&L Changes; Termination. JCP&L as remediating party shall keep *[each]* Owner (and thereby Association) ... reasonably and periodically informed of the results or delays of or from any Phase of the Work which adversely affect JCP&L's ability as remediating party to proceed with the Work on the Collective Property in the manner and schedule then specified in the *[then]* most recent Exhibits....

(b) Work Period Notices. (i) Commencement Date. JCP&L as remediating party will provide written notification to the Owner*[s]* (and thereby Association) ... of the then planned date (the "Commencement Date"; such term meaning the notified date for the beginning of the *[then]* Work Period) for commencement of ... *[then newly planned]* Work ... at or from the Collective Property, a minimum of thirty (30) days before the *[then]* Commencement Date. JCP&L as remediating party may change the then designated Commencement Date to a later date by Notice to

Owner[s] (and thereby Association) JCP&L as remediating party is not obligated ... to initiate any ... field activities or Work on the Collective Property on or before the Commencement Date, but may do so thereafter; but, provided that Owner and Association have *[acted]*... as required in this Access Agreement, the Commencement Date shall be as specified in JCP&L's as remediating party last notice under this Section and shall be the first day of the Work Period, whether or not JCP&L as remediating party actually commences any such Work in the field on the Commencement Date. JCP&L as remediating party may delay scheduling of, or reschedule, the Work ... until after receipt of any DEP, other government entity or the LSRP Permit of or for any or all plans or applications for the Work, as amended, in form and substance acceptable to JCP&L as remediating party, and/or Owner and Association compliance ..., and/or contracting with the ... Remediation Contractor, and thereafter amend all Exhibits to reflect the results of such delay or Permit without further consent or approval of Owner[s] or Association The Commencement Date of the Work Period shall be scheduled by JCP&L as remediating party so that, if the Work proceeds as scheduled, the Work Period does not end deliberately within the period between May 30 and September 15 (the "Summer Period") in any particular year (and if it may, JCP&L as remediating party may reschedule the Work for additional seasons in order to avoid local prohibitions and preferences on the Work being conducted during any Summer Periods). ...

(iii) Work Period. ...References to the Work Period *[for the then planned new Work]* in this Access Agreement shall be deemed to include all extensions *[for the then planned new Work]*. The last day of the Work Period *[for the then planned new Work]*, as extended, is the ...Completion Date; the ... Completion Date does not occur merely by expiration of the Work Period, but only as set forth in Section 3.1(b)(iv).

(iv) ... Completion Date. After conduct of Work scheduled for the Work Period ...JCP&L as remediating party shall designate by notice to Owner (and thereby the Association) and the Reconstruction Contractor the first calendar date (the ... *[“]Completion Date” [for the then planned new Work]*) after the Commencement Date JCP&L as remediating party shall have continued access to the Collective Property ... as provided in this Access Agreement. ...

(c) Delays. Unless extended by mutual written agreement of the Owner[s] (and thereby Association) and JCP&L, not to be unreasonably withheld, conditioned or delayed by any, JCP&L as remediating party agrees to use its good faith efforts to cause ... Remediation Contractor and their contractors to complete their respective stages or Phases of Work Period for the Collective Property within six (6) months after the completion dates ...hereafter specified on Exhibit 3, as *[made or]* amended hereafter, for those stages or Phases. ...JCP&L as remediating party may plan to proceed with Offsite Work at several properties about the MGP Site ... at the Collective Property, and/or in a sequence involving initiation, continuation or completion of activities in a coordinated or other manner; Owner[s] (and therefore Association) and Reconstruction Contractor acknowledge and agree that difficulties at one property can affect JCP&L's as remediating party schedule for Work for others, including the Collective Property. ... Owner[s and]... Association... understand that Force Majeure, contract issues, state and local Permitting requirements and approval processes, and/or issues with third parties, and changes in facts, Law(s) and circumstances may result in delays. Accordingly, JCP&L as remediating party may *[newly make or]* reissue *[new or]* amended Exhibits 2 & 3 by notice to Owner[s] (and thereby Association) ... from time to time to account for these and other events and circumstances, without further consent or approval of Owner[s] or Association In the event that DEP, any other government authority, or the LSRP issue demands or requirements, or Law(s) impose them, for the Work, Collective Property (including the Structure and Demolition), ... the Road(s), other properties, the MGP Site or the MGP Materials, or facts or circumstances concerning any of

them, which hereafter are determined to differ from those now existing or believed to exist, which are unacceptable to JCP&L as remediating party, or DEP, other government authority, or the LSRP rejects or conditionally approves any JCP&L plan or proposal, or delays review or approval of any JCP&L as remediating party plan or proposal, JCP&L as remediating party retains the rights to, and may, challenge or dispute those demands, requirements, rejections or conditions and/or to alter, revise, supplement, amend or withdraw that plan, proposal or any portion, and also *[issue,]* amend, supplement, reissue or restate any and all of the various Exhibits of this Access Agreement to reflect or address such, without further consent or approval of Owner[s] or Association ... , and thereupon such Exhibit shall have the same force and effect as if attached to this Access Agreement on *[both]* the date of execution *[and the date of the amendment to the Master Deed to which these excerpts are attached]*. In doing so, or in otherwise responding to such, JCP&L as remediating party may proceed in such manner and on such schedule as JCP&L as remediating party itself deems necessary or advisable. ...

3.7 Cost. The performance of all of JCP&L's *[future]* Work (including remediation), Offsite Work, ... except as expressly provided to the contrary in this Access Agreement ... shall be at the sole cost and expense of JCP&L as remediating party. All Work performed at the Collective Property by JCP&L as remediating party and its agents and contractors shall be completed free and clear of all mechanic's or other liens and encumbrances against the Collective Property, except for Controls, Deed Notice and Permits permitted under this Access Agreement. By way of clarification this Section 3.7 does not apply to liens or encumbrances against the JCP&L Premises and its separate interest in the Collective Property arising by reason of JCP&L's ownership of its interests therein and not by reason of this Agreement (such as a mortgage against the JCP&L Premises) and does not apply to Owner's separate interest in the Collective Property arising by reason of their interest therein and not by reason of this Agreement (such as a mortgage against the Watts Premises). This Section shall survive any termination of this Access Agreement

3.8 Compliance. All of the Work performed at the Collective Property by or on behalf of JCP&L as remediating party shall be in compliance with Law(s) in all material respects.

3.9 Work. JCP&L Work under this Agreement on and about the Collective Property may include, but is not limited to: (1) investigation, inspection, monitoring, sampling, borings, surveys, characterization and engineering studies, soils studies, water studies, vapor studies, toxicological studies, risk assessments, and/or feasibility and alternatives studies and analysis; (2) installation, use, maintenance, repair, replacement and/or removal of structural, soils, residues, ground or surface water and/or vapor: (i) wells, sumps, and/or trenches; (ii) support, treatment, removal and/or containment systems, slabs, sheets, walls, barriers, weirs and/or equipment; (iii) utilities, wires, pipes, lines, tanks, sumps, boxes, culverts, and/or sewers; and/or (iv) any and all similar or related improvements and/or equipment; (3) Demolition, excavation, filling, treatment, storage, analysis and/or disposal, salvage or recycling of materials and improvements, including MGP Materials and soil or other media containing remaining MGP Materials, on-site and off-site, and withdrawal, treatment and re-injection or discharge of vapors and waters (4) construction, installation, use, maintenance, repair, replacement, storage and/or removal of utilities, improvements, machinery, equipment and/or engineering or institutional controls necessary or advisable to be used in connection with any of the Work or Offsite Work, (5) installation, operation, maintenance, repair, and/or replacement of any cover, cap, slab, fill, improvement, or equipment installed or operated pursuant to its plan(s) and (6) any other work either allowed to, required of or suggested to JCP&L as remediating party (i) by the DEP, any other government authority or the LSRP, (ii) in order to perform the Work, (iii) in order to obtain or comply with, or by reason of, any FRD, Control(s) or Deed Notice, or to comply with Law(s), or (iv) if and as elsewhere contemplated by this Access Agreement.

3.10 Wells. All wells installed on the Collective Property by JCP&L as remediating party must be installed flush with the surrounding surface so as not to impede the normal use of the area. JCP&L as remediating party will be solely responsible for the installation, monitoring and, when authorized by DEP, other government authority, or the LSRP, the removal and appropriate sealing or abandonment of those well(s). Additionally JCP&L as remediating party shall be solely responsible for the Restoration of any area disturbed by the installation and/or removal of the well(s), as elsewhere provided. JCP&L's right as remediating party of access shall include the right to sample, use, inspect, repair, maintain, replace, remove and seal or abandon all well(s). Owner[s] and Association agrees to not disturb, damage, access or use any well(s), or permit or authorize any other person or entity to do so, and to report promptly any such activity to JCP&L as remediating party if such becomes known to it or them.

3.11 Borings. Should JCP&L as remediating party be required to conduct any soil or other borings and/or sampling on the Collective Property, the borings and/or sampling will be conducted in such a manner as not to prevent or materially interfere with the then current or anticipated future use of the area. JCP&L as remediating party will be solely responsible for the installation, sampling and Restoration of any area of the Collective Property disturbed by such soil or other borings and/or sampling as elsewhere provided.

3.12 Assistance; Further Assurances. *[All]* Owner[s] and Association shall cooperate with, and avoid interference with, JCP&L's efforts as remediating party, and those of its agents and contractors, undertaken in performing the Work and the Offsite Work. Without limitation, *[each]* Owner and Association shall, from time to time execute and deliver or cause to be executed and delivered such other documents, applications, filings, reports, and instruments required or advisable to be executed and delivered by *[any or all]* Owner[s] or Association, rather than or together with JCP&L as remediating party or as owner of the JCP&L Premises, and take all further action that may be reasonably necessary or advisable, or that JCP&L as remediating party may reasonably request, all in order to effectuate the purpose and substance of this Access Agreement, Law(s), approved plans, Permits, demands or suggestions or requirements of DEP, any government authority or LSRP, Controls, Deed Notice, and partial or full, initial or final, FRD. With respect to any MGP Materials remaining at the Collective Property or under Road(s) or in ground waters, or with respect to Controls installed or planned with respect to the foregoing, if it is necessary or advisable that *[any or all]* Owner[s] or Association execute any Deed Notice under any Law(s) at any time, then at JCP&L's request as remediating party Owner or Association or both shall execute each and every such Deed Notice prepared by JCP&L as remediating party, deliver it to JCP&L as remediating party and JCP&L as remediating party may record, file and/or deliver it as necessary or advisable, and thereafter Owner[s] and Association shall honor and comply with their obligations under same, provided only that, as more particularly set forth in Section 6 below, JCP&L as remediating party remains solely liable for any and all obligations to DEP under the Controls, Deed Notice and remedial action Permit or under a FRD arising by reason of such Deed Notice and such MGP Materials, and shall have access under this Access Agreement as necessary or advisable to fulfill this obligation and all resulting obligations, all notwithstanding any expiration or termination of this Access Agreement. This Section shall survive any termination of this Access Agreement

3.13 Restoration. (a) Scope. ... Subject to the other provisions of this Access Agreement, and excluding all *[previous]* obligations to repair, replace, maintain or restore, or compensate for, the ... residential structure and improvements and contents, JCP&L as remediating party shall otherwise *[hereafter]* either repair, restore or replace (collectively "Restoration") any damage done to the Collective Property, including any future Structure, for which JCP&L as

remediating party is responsible during or by reason of any JCP&L as remediating party [future] then Work and resulting damage in other work periods, including by reason of any other remediation or Offsite Work on or from the Collective Property, either in the period for Restoration specified in the plan for that Work in which such damage occurs or if not specified (or if not susceptible of Restoration in that period) then thereafter as is commercially reasonable. ... As to any such unanticipated damage to real property occurring after the Return Period [ending prior to the amendment to the Master Deed], such Restoration [due to future Work] shall be to substantially its original or better condition and function, as JCP&L as remediating party elects. As to any such unanticipated damage to personal property occurring after the Return Period, [ending prior to the amendment to the Master Deed], such Restoration [due to future Work] shall be as JCP&L as remediating party elects either Restoration or compensation to [the affected] Owner or Association for the then value of the damaged personal property or expense to restore the damage, whichever is less.

(b) ...

(ii) Inspections. (1) Initial. On or before any commencement date for a particular stage of Work, ... the Owner[s] (and thereby Association waives its right to be invited or present) may be invited to join JCP&L as remediating party for, and JCP&L as remediating party shall have the right to conduct, a pre-commencement inspection of the Collective Property. JCP&L as remediating party and its agents and contractors (including ... remediation contractor(s) and/or an engineer or home or building inspector, retained by JCP&L at its expense), shall have access as needed to inspect the Collective Property, including the then Structure, exterior, interior, landscaping and vegetation, so as to document, record, photograph and/or videotape any or all of them as they determine, and obtain or support an understanding of, and assess, baseline conditions of the Collective Property and then Structure prior to that Work. ...

(2) Return. Before or after the end of any stage or Phase of Work, including any for which an initial inspection has occurred, Owner[s] (and thereby Association waives the need for it to be invited or present) may be invited to join JCP&L as remediating party for an inspection of the Collective Property. JCP&L as remediating party and its agents and contractors shall have access as needed to inspect the Collective Property, including the Structure, interior, exterior, landscaping and vegetation, so as to document, record, photograph and/or videotape any or all of them as they determine, and obtain or support an understanding of, and assess, conditions of same for or after the Work so scheduled. This second inspection may use the observations and results of any initial inspection as the baseline for assessing the existence, source and extent of any damage. Damage identified as a result of the inspections under this Section to have resulted from JCP&L's Work as remediating party for which JCP&L as remediating party is liable under this Access Agreement shall be Restored or otherwise corrected as required by this Section 3.13. Damage not identified as a result of an inspection shall be presumed not to be the responsibility of JCP&L as remediating party, its agents and contractors and/or Affiliates. Damage arising from Force Majeure, casualty or ordinary wear and tear, shall not be Restored even if identified as part of this process. Damage arising by reason of Owner[s] or Association breach of this Access Agreement, or other fault of it or its Affiliates, ... shall not be JCP&L's responsibility as remediating party and JCP&L as remediating party and its Affiliates shall have no obligation to Restore same.

(3) Re-inspection & Restoration. JCP&L as remediating party and its agents and contractors may enter or return to the Collective Property as necessary or advisable in its opinion to inspect, re-inspect and re-document the existence and/or Restoration of damage, including of any previously noted.

(4) Determination. The determination(s) after such inspection(s) that either there is no damage to be repaired, restored, or replaced or otherwise corrected as required by this Access Agreement, or that damage is limited to a punch list of items, or that any previous damage has been repaired, restored, or replaced or otherwise corrected, (the "Determination(s)") may be made in writing either (i) by both [*the affected*] Owner[s] (and thereby Association waives the need for it to participate in any such decision) and JCP&L as remediating party together, in which case the Determination(s) shall be final and determinative on all, or (ii) by the designated inspecting contractor(s), engineer or home or building inspector as certified to Owner[s] and JCP&L as remediating party in writing, in which case the Determination(s) shall be evidentiary and presumed correct, but shall be subject to correction if clearly erroneous (the Determination(s) may determine if damage is due to any Work the subject of this Access Agreement or ordinary wear or tear or other cause). The inability or refusal of the Owner[s] to attend an inspection shall not invalidate the findings of that inspection or any Determination(s) or require a rescheduling of that inspection. The refusal of the Owner[s] or Association to permit access for any inspection after Work shall excuse JCP&L as remediating party and its Affiliates of any continuing obligation or liability for damage, Restoration or Reconstruction. The date of the last Determination(s) as to a particular stage or Phase without plan for re-inspection (which may be specified as the last in the writing itself) is sometimes referred to as the "Final Determination Date" (and the date(s) of interim Determination(s) may also be referred to as "Determination Date(s)"). ...

(c) Anticipated Damage. After the Work Period, JCP&L's as remediating party and its agents' and contractors' continuing right to conduct the Work and Offsite Work includes that they may remove or damage soils, structures, improvements, sidewalks, vegetation and landscaping at and about the Collective Property and other property with a post-Work obligation for Restoration of such as then existing on the Collective Property before that Work stage or Phase, ordinary wear and tear, Force Majeure and Owner[s] or Association breach of its obligations, negligence or other misconduct excepted (for which JCP&L shall have no liability). However, unless otherwise set forth in attached Exhibit 2, as amended [*or hereafter issued*], JCP&L's obligation as remediating party for Restoration of vegetation and landscaping on the Collective Property due to Work after the Return Date shall be solely to replace in a similar manner and extent any gravel removed, re-seed former grassy areas damaged, and as to landscaping existing after the Return Date to provide a similar number of similar or different types of trees and shrubs or other plants as were removed or destroyed by that later Work, determined by reference to the plan for the Work in the first instance, and otherwise if the plan is silent then to the initial inspections and return date inspections, and in all events to the relevant Determination(s), if any, (or for all stages and phases, including that to be conducted in the Work Period, such greater number or different kind as is required by any Permit issued by the local Soil Conservation District), but in all events replaced plants, trees and shrubs shall be limited to those types and maturity typically available at average Cape May County garden centers, or equivalents, unless otherwise mutually agreeable to the Owner (which agreement shall be binding on Association) and JCP&L as remediating party, such agreement not to be unreasonably withheld, conditioned or delayed by either.

(d) Landscaping Restoration. Should Restoration of any landscaping, re-vegetation or other work required by any Permit(s) or under Law(s) addressing the landscaping and re-vegetation activities, extend beyond the period allowed for same in the plan or Permit(s) (including if applicable the Return Date) because of weather, seasonal planting restrictions, or any other reason, JCP&L's right of access and use as remediating party of the Collective Property for purposes of completing that landscaping, re-vegetation or other work continues notwithstanding any earlier

termination or expiration of this Access Agreement. This Phase of any Restoration Work (landscaping and re-vegetation) will be scheduled to be conducted at an appropriate season of the year.

(e) Owner's & Association's Continuing Obligations. Notwithstanding the foregoing or any other obligations of JCP&L as remediating party under this Access Agreement, FRD, Deed Notice, Controls, Permit or the like Owner[s] and Association shall remain responsible at its sole cost and expense for the ordinary and periodic maintenance, repair and replacement of the Watts Premises and Collective Property, including the Structure, before the Surrender Date and after the Return Date, and JCP&L as remediating party shall have no such duties (but JCP&L [while and] as owner of the JCP&L Premises shall have similar responsibilities to the extent arising due to its then ownership interest in the JCP&L Premises). At all times while they own interests in the Collective Property, Owner[s], JCP&L [while and] as owner of the JCP&L Premises and Association shall remain responsible at each of its sole cost and expense, subject to the Master Deed and By-Laws, for the ordinary and periodic taxes and other charges associated with their ownership interest of and in the Collective Property, including without limitation changed taxes for or by reason of the Work and Reconstruction. It is not the intent of the parties to shift by this Access Agreement the ordinary costs to be borne by Owner[s] or Association as an owner, resident and user of property, the Structure, the contents of the Structure and Collective Property to JCP&L as remediating party, ... [any] Remediation Contractor or other JCP&L as remediating party contractors, agents or Affiliates.

3.14 Condition of the Collective Property; Risks. (a) By Owner. Except as expressly provided to the contrary in this Access Agreement, JCP&L as remediating party has examined the Collective Property and shall conduct its Work on the Collective Property in its [then] present physical condition without representation or warranty by Owner[s] or Association "AS IS, WHERE IS, SUBJECT TO ALL FAULTS, AND WITHOUT RECOURSE TO OWNER AND ASSOCIATION." Owner[s] and Association shall have no liability to JCP&L as remediating party for defects, damage or liability, including for personal injury or death, alleged to result from the condition of the Collective Property or the residential structure, contents or improvements.

(b) By JCP&L. Except as expressly provided to the contrary in this Access Agreement, including without limitation with respect to JCP&L's obligations as remediating party for Restoration as set forth in Sections 3.1(a) and 3.13, ... on completion of [future]... Work, and on and after the Return Date, the Collective Property shall be returned to the possession of Owner[s] and Association in its then physical condition without representation or warranty "AS IS, WHERE IS, SUBJECT TO ALL FAULTS, AND WITHOUT RECOURSE TO JCP&L AND AFFILIATES." JCP&L and Affiliates shall have no liability to Owner for defects, damage or liability, including for personal injury or death, alleged to result from the condition of the Collective Property or the residential structure, contents or improvements

(c) Risk of Loss. (i) Owner- Collective Property. Owner[s] and Association shall bear the risk of all casualty and loss to the Collective Property, the Structure while on the Collective Property, and it's or its Affiliate's personal property while on the Collective Property, to the extent not arising from the negligent conduct of the Work by JCP&L as remediating party, its agents or contractors, or other breach or misconduct, in the same manner and to the same extent as they have previously. To protect itself, Owner[s] and Association agree to continue insurance at its sole expense upon all of such Collective Property, Structure, and personal property with such insurance carriers, on such terms, with such coverage and deductibles consistent with previous elections and requirements [or better], and after the Return Period may elect or be required, and verify to JCP&L as remediating party on request, that such coverage continues as its primary protection against risk of loss. ...

(vi) JCP&L & Contractor Property. JCP&L as remediating party and its contractors shall bear the risk of all casualty and loss to its or their own personal property stored or used on the Collective Property to the extent not arising from the negligence, breach or other misconduct of Owner or Association or its or their Affiliates. To protect itself and themselves, JCP&L as remediating party and its contractors shall maintain such insurance upon its or their personal property with such carriers, on such terms, with such coverage and deductibles as they may elect.

(vii) Subrogation. At JCP&L's request, Owner and Association shall use its best efforts to obtain from its respective carriers waivers of subrogation claims from those carriers against JCP&L.

(vii) Condominium Exception. Notwithstanding any or all of the foregoing, nothing in this Access Agreement is intended to, or does, alter the risk of loss allocations already existing between Owner[s]... and Association to the extent of their respective interests under the Master Deed and By-laws and other documents already between them with respect to the Collective Property, governing the risks or liabilities to be borne by the Condominium unit owners, Association, insurance carriers and others, in the events and circumstances therein provided. In the event of any conflict between those provisions and this Access Agreement, those provisions shall govern and control so that those arrangements can be implemented if, as and when applicable.

3.15 Offsite Work. JCP&L as remediating party may propose to DEP, other government authority or the LSRP or others, in the same or separate work plan(s), the remediation of the Road(s), other properties and the MGP Site to such standards and with such methods as it elects, including other than to unrestricted standards by the use of Controls, Permits and Deed Notice, or the like, all of which shall be considered part of the "Offsite Work". Owner[s] and Association hereby consent to such conduct of the Offsite Work and use of Controls, Permits and Deed Notice on and about the MGP Site, the Road(s) and/or other properties.

3.16 Additional Work. JCP&L as remediating party also has the right to conduct additional remediation at, about, and/or from the Collective Property, if, when and as it elects, as a separate Phase or as part of any other Phase, (which additional remediation shall be considered part of the Work as defined above, except to the extent that it does not involve or have impacts or effects on the Collective Property, but such excepted Work shall thereby be considered part of the Offsite Work as defined above) to further investigate, remediate, contain, restrict, improve or minimize the impacts of, any MGP Materials remaining after any Phase of Work or Offsite Work at, about or from the Collective Property, and/or to meet more stringent standards, Law(s) or DEP, other government authority or LSRP requirements or suggestions, and/or to better protect health, safety, property or the environment, or undertake Reconstruction, and/or to address changes in Law(s), changes, facts, circumstances, events or understandings, now or in the future, including without limitation to such standards and with such methods as it elects, including other than to DEP unrestricted standards or criteria by the use of Controls and Deed Notice, provided that JCP&L uses as remediating party commercially reasonable efforts to minimize material... adverse effects caused to [each] Owner's (and Association agrees this is acceptable) then actual use of the Collective Property from and during that additional Work or Offsite Work. Except to the limited and minimum extent required by Law(s) or DEP, any government authority or the LSRP, or as then agreed between [each affected] Owner (and thereby Association shall be deemed to have also agreed) and JCP&L as remediating party, none of the Work or Offsite Work to be proposed by JCP&L as remediating party shall have as a result of that Work a permanent material adverse effect and difference, after Restoration as required by and consistent with this Access Agreement, on either the actual cosmetic appearance of the Collective

Property or the actual then continued use of the Collective Property by Owner[s], than that existing on the ... date of the end of the Return Period.

3.17 LSRP, FRD & Audit. (a) LSRP. *[Hereafter during the planning and implementation of any further Phase of Work on or affecting the Collective Property]... [p]eriodically, JCP&L as remediating party shall advise Owner (and thereby Association) of the retention and identity of any LSRP for the MGP Site or Property. Currently JCP&L as remediating party has retained as its LSRP Robert P Blauvelt (License # 575013, GEI CONSULTANTS INC., 1 Greenwood Ave. Ste 210, Montclair, NJ 07042), but JCP&L as remediating party reserves the right to dismiss and retain LSRPs as it determines advisable in its sole discretion.*

(b) FRD. Upon and after completion of all of the Work at and about the Collective Property, as determined by JCP&L as remediating party in its sole discretion, JCP&L as remediating party agrees to seek a FRD in form and substance acceptable to JCP&L as remediating party pertaining to some or all, but eventually in the aggregate all, of the Collective Property, including when and as appropriate one or more Initial FRD, without liability, however, if DEP, any government authority, or the LSRP or others decline to issue any or all such FRD, or issues it or them subject to conditions, acceptable or unacceptable to JCP&L as remediating party. JCP&L as remediating party shall have the sole right to determine if and when any FRD has been obtained. The parties acknowledge and accept that the currently planned Work for the Collective Property is not extensive enough to permit JCP&L as remediating party now or soon to seek and obtain a final FRD for all media at all properties affected by the MGP Site. The parties acknowledge and agree that JCP&L as remediating party may request issuance of, and/or DEP, other government authority, or the LSRP may elect to issue, separate FRD or similar letters or approvals for different media, different areas of concern, different phases of remediation, or different portions of the Collective Property or other properties, or to delay issuance of any or some FRD until resolution of all or some specific areas, media or all or some specific properties in Sea Isle City, NJ, or may impose conditions not consistent with this Access Agreement, and although JCP&L as remediating party may have the right to dispute or challenge same, it also may elect not to do so, and JCP&L shall have no liability by reason of any such decisions or events and/or JCP&L's election as remediating party to challenge same or not, and/or the final result of any such challenge or any such inconsistency. The first FRD to be sought, and likely obtained, is anticipated to pertain to the Work conducted as part of JCP&L's as remediating party phase of remediation for one or more properties, potentially including the Collective Property, (and may sometimes be referred to as the "Initial FRD"). The final FRD to be sought is anticipated to pertain to either or both the last of the Work, or all of the Work, conducted for JCP&L's as remediating party remediation, collectively (with other FRD) resolving all then known soils, ground water and other media or receptor issues of MGP Materials, pertaining eventually in the aggregate to all of the MGP Site (and potentially other affected property(ies), including the Collective Property) (and may sometimes be referred to as the "Final FRD"). However, different FRD may be sought and/or obtained for some media, receptors, areas of concern, work and properties and still be considered a FRD. Also all then FRD together may be collectively referred to as "the FRD", "the Initial FRD" or the "Final FRD." Such FRD may be sent if, when, as and how the sender determines. Each FRD shall be effective even if thereafter challenged, audited, reviewed, invalidated, revoked, rescinded, modified, amended, supplemented or threatened in any way (collectively being "Audit(s)"), or even if additional work or submittals occur or are planned on or about the Collective Property thereafter, including if due to Audit(s) of, or similar comments or concerns about, the FRD or supporting work or documents, at least pending the final decision as to same, including resolution of disputes, challenges or appeals,

unless JCP&L as remediating party determines and advises Owner (and therefore Association) otherwise.

(c) **Review & Audit.** It is acknowledged that under SRRA DEP itself, and the Board licensing LSRPs, in certain circumstances may have either (x) the right to require that DEP itself issue a prior Permit before JCP&L as remediating party proceeds in reliance on the LSRP's Permit(s) (in which circumstances and to that extent the LSRP shall not be included within the meaning of the term DEP) and/or (y) rights to conduct Audit(s) of a LSRP and/or a LSRP's work, conduct, documents, decisions or Permits, including any FRD, and comment thereon or take interim or final Audit(s) actions or decisions, or require the LSRP to do so, as therein provided, but as to such circumstances Owner, Association and JCP&L as remediating party shall in the interim rely and act on the work, conduct, documents, decisions, FRD and Permits and the like of JCP&L's as remediating party LSRP, pending the final results of Audit(s) except only if and as set forth to the contrary in SRRA or determined by JCP&L as remediating party. ...

6. CONTROLS & DEED NOTICE

6.1 **Parties' Rights and Obligations - Controls and Deed Notices.** JCP&L as remediating party has the right to use Controls and Deed Notices, and to seek and obtain Permits and FRD for or by reason of, or in connection with same, as elsewhere provided in this Access Agreement. ... JCP&L as remediating party [*currently believes, without representation, warranty or recourse, that it is not necessary for there to be on and for the Property*]... the use of Controls or Deed Notices ... [*However, e*]ach of the parties (including their respective heirs, successors, assigns, and Affiliates, including without limitation Association and all unit owners), shall, from time to time, at the request of the other, authorize, execute, deliver, file and otherwise implement or cause to be authorized, executed, delivered, filed and otherwise implemented by its Affiliates, such other documents, applications, amendments, supplements, consents, filings, submissions, notices, signs, deed notices, institutional controls, and instruments required, and take all further action that may be necessary, or may be reasonably requested, in order to effectuate the purpose and substance of this Access Agreement and JCP&L's as remediating party remedial plans consistent with this Access Agreement. Upon receipt of each executed Deed Notice, JCP&L may record, file and/or deliver it as it deems necessary or advisable.

6.2 **JCP&L Obligations for Controls.** Subject to Owner(s)' and Association's (and every other future Condominium unit owner's [a "New Unit Owner"; by way of clarification such are also within the definitions of "Owner" (as to the Watts Premises), "JCP&L" (as to the JCP&L Premises as owner thereof), and "Affiliate" (as to JCP&L as owner of the JCP&L Premises or Owner, as applicable)]) compliance with their obligations under this Access Agreement (and any future agreement of JCP&L as seller with a future buyer and therefore owner of the JCP&L Premises [also a "New Unit Owner"]), including to allow access, and execute, deliver and record documents, JCP&L, as remediating party and not as owner of the JCP&L Premises (and therefore JCP&L's obligations as such shall not pass to a New Unit Owner of the JCP&L Premises), shall be solely responsible: (i) to seek, obtain and comply with any and all active requirements for or under any remedial action Permit or other Permit hereafter required under Law(s) for or by reason of Controls on or near the Collective property or Road(s) (but Owner, Association and every New Unit Owner shall be obligated to sign any and all applications, filings or other documents which may be required of owners of real property, to allow and accept any Permit to be in Owner's, JCP&L's, New Unit Owner's or Association's name(s), as its interests may appear, to maintain, post, file or have records, notices, signs, labels or the like required of owners, to honor the requirements and restrictions of such Permits, Controls and Deed Notices (such as those governing any Disturbances BGS), and to provide access so JCP&L as

remediating party may meet its obligations with respect to such); (ii) to conduct any and every required periodic inspections of, and to make any periodic reports, as required by DEP, any other government authority, or the LSRP, for or by reason of, such Controls, Permits, Deed Notices or related FRD, at the property at which Controls are installed or created as part of its Work; and (iii) to pay any fees to DEP or other government authority, and maintain any remediation funding source or financial assurance, or the like, required with respect to any such Controls, Permits, Deed Notices or related FRD. Excluding damage arising from ordinary wear and tear, casualty at the Collective Property, any disturbance BGS (except by JCP&L as remediating party), the Reconstruction and Reconstructed Structure (except if damage to same results from the initial failure by JCP&L as remediating party or its agents or contractors to construct or install the damaged Control in a good and workmanlike manner) on or about, and use (except by JCP&L as remediating party for Work) of, the Collective Property owned by them, or any Owner's, New Unit Owner's or Association's breach of any Controls, Permits, Deed Notices or related FRD and/or Owner's, New Unit Owner's or Association's breach of this Access Agreement, JCP&L as remediating party otherwise shall be responsible to repair, maintain or replace or otherwise correct any other damage to those Controls, to the extent such damage interferes with their remedial function as a Control, but in all events if and only to the extent necessary to restore the remedial function of, but no other function of, those Controls, provided that the then use of the Collective Property is able to continue thereafter; and other such obligations not borne by JCP&L as remediating party shall be those of the Owner, JCP&L as an owner of the JCP&L Premises, New Unit Owner or Association, all as their interests may appear in and of the subject Collective Property without recourse to JCP&L as remediating party or Affiliates. While and to the extent it owns any interest in the Collective Property, Owner, JCP&L as an owner of the JCP&L Premises, New Unit Owner and Association shall be solely liable and responsible for any and all other damage, corrective action, repair, maintenance or replacement of Controls at their portion of the Collective Property and/or for which they are otherwise responsible under this Access Agreement (e.g., if Owner, JCP&L as an owner of the JCP&L Premises, New Unit Owner or Association causes the damage requiring correction on its own portion of the Collective Property or some other property then notwithstanding the foregoing such Owner, JCP&L as an owner of the JCP&L Premises, New Unit Owner or Association is in breach of its obligations under Law(s) and this Access Agreement and is liable for all resulting damage, liability, corrective action, repair, maintenance and/or replacement, and JCP&L as remediating party and its Affiliates have no such liability). JCP&L as remediating party shall have the right, but not the obligation, to take or make any corrective action, maintenance, repairs, or replacements of any Controls, even if JCP&L as remediating party is not responsible therefor under this Access Agreement, for example if Owner is so responsible, after notice to the Owner, JCP&L as an owner of the JCP&L Premises, New Unit Owner or Association of the portion of the Collective Property to be affected by such, to meet DEP's, any other government authority's or the LSRP's requirements or obligations under Law(s) (including under any Deed Notice, Permit or FRD) or exercise rights under this Access Agreement related thereto. Notwithstanding the foregoing, it is not the intent of the parties to shift the ordinary costs and risks of ownership, occupancy, repair, maintenance and replacement of any owner and/or operator of any of the Collective Property to JCP&L as remediating party or its Affiliates; these ordinary costs and risks, and even extraordinary costs and risks either not due to MGP Materials or otherwise allocated to JCP&L as remediating party, are the sole responsibility of, shall be borne instead by, the unit owners or Association, as their interests may appear, except only to the extent of any express obligation of JCP&L as remediating party under this Access Agreement.

6.3 Ownership Obligations for Compliance. While and to the extent it owns an interest in the Collective Property, each owner, including Owner, Association, JCP&L as an owner of the JCP&L Premises, and every New Unit Owner, their Affiliates, and all occupants and users, shall honor and be responsible for compliance with the Deed Notice, Controls, Permits, and FRD as such compliance is necessary or advisable under their terms, this Access Agreement and/or Law(s), and each such owner shall be solely liable for all losses, damages and other consequences resulting from any breach of same due to its breach or the breach of its Affiliates, other than if the breach is by JCP&L as remediating party or its Affiliates or the breach arises from a source for which JCP&L as remediating party has liability under this Access Agreement. By way of clarification, the restrictions imposed under this Access Agreement, Deed Notice, FRD, Permits, Controls and Law(s) most likely will mean that those subject to the Deed Notice cannot undertake a Disturbance of any restricted area or MGP Materials deeper than a specified depth BGS, but otherwise may use and enjoy the Collective Property, at least at and above ground surface, without special compliance obligations.

6.4 Deed Notice Payment. In the event that JCP&L as remediating party requires Owner and Association to execute, deliver and record, or any of them, a Deed Notice applicable to any of the Collective Property (other than any restriction or prohibition on use or diversion or disturbance of ground and surface waters, or either, at, about or from the Collective Property, not evidenced by a recording executed by Owner or Association recorded in County real estate records, such is now the case for a classification exception area or wellhead restriction area) then in and upon the first such event, and no other, and not before or otherwise, JCP&L as remediating party shall make the one-time Deed Notice Payment to the *[current] Owner [of the Watts Premises, but not any future Owner of those Premises]*, but not Association *[or any New Unit Owner {except if and as agreed between JCP&L and the initial New Unit Owner as purchaser of the C-W Unit from JCP&L itself}]*, upon execution and delivery by *[all] Owner[s]* and Association, as requested by JCP&L as remediating party, of the form of Deed Notice prepared and approved by JCP&L as remediating party, DEP, any other government authority or the LSRP, as provided for in Section 8.1(a)(4), and thereafter Owner[s] and Association shall be obligated to proceed fully with respect to that Deed Notice as well as any and all such further Deed Notices, including additional, corrective, duplicative, supplementary, amendatory or replacement Deed Notices, Controls, Permits and FRDs and the like, without further JCP&L payments. Notwithstanding the foregoing, by way of clarification, no payment is due for or by reason of any of the foregoing with respect to offsite properties or the Road(s), notwithstanding any actual or potential interest therein or the use, execution, delivery or recording of any Deed Notices, Controls, Permits and FRDs.

6.5 Preservation of Residential Use. JCP&L as remediating party represents that under existing Law(s) ..., and absent an adverse future change in Law(s) thereafter, JCP&L's presently planned remediation of the Collective Property as remediating party is such as to preserve to Owner[s], Association and JCP&L as owner of the JCP&L Premises, and New Unit Owners, as owners of interests in the Collective Property, the ability to use the Reconstructed Structure and residential units of the Collective Property as residential dwellings consistent with this Access Agreement Any JCP&L as remediating party initiated change in JCP&L's as remediating party remediation plans and/or any Controls, Deed Notice, remedial action Permit and FRD, except if and as mandated by changes in Law(s), hereafter shall be made by JCP&L as remediating party so as to avoid any prohibition solely resulting from the remediation plans and/or any Controls, Deed Notice, remedial action Permit and FRD on the ability of any unit owner to pursue such residential uses.

6.6 Remedies & Limitations. (a) Damages. Subject to prior notice and opportunity to cure alleged breaches of this Section 6, the non-breaching party shall have claims for

indemnification and damage claims for and by reason of a breaching party's breach of this Section 6 of this Access Agreement, or any Deed Notice, FRD or Permit as provided (i) in this Access Agreement, and (ii) under Law(s) except either as expressly provided in this Access Agreement to the contrary or as such Law(s) are inconsistent with the provisions of this Access Agreement. Notwithstanding the foregoing, this shall not be construed so as to permit or support claims for punitive or exemplary damages, consequential damages, double or treble damages, or duplicative awards or relief, the parties hereby agreeing that all such claims are waived and released.

(b) Specific Performance. If the parties or their successors fail to meet their obligations to perform as contemplated by this Access Agreement, ...or any Deed Notice, FRD or Permit which failure constitutes a material, adverse and continuing breach of a kind for which damages would be inadequate to make the non-breaching party whole, then the parties to this Access Agreement hereby acknowledge and agree that the non-breaching party shall have a cause of action for specific performance by, from and against the breaching party to enforce the relevant obligation the subject of such breach.

(c) Remedies are not Exclusive. Subject to Section 6.6(b), by way of clarification, to the maximum extent permitted by Law(s) nothing herein provided as a specific remedy is intended to prevent the parties from seeking damages or alternative remedies otherwise available for or by reason of a breach of this Access Agreement, the Lease, or any Deed Notice, FRD or Permit.

(d) Consents & Waivers re Relief. All of the parties and their Affiliates, hereby mutually consent to and agree to this Section 6.6. Each of the parties and their successors (including new Unit Owners) aligned with, preceding or succeeding to, those whose wrongful actions or omissions are the cause or source of such a breach to the detriment of the non-breaching party the subject of this Section 6.6 for which specific performance relief is sought, hereby waive and release any and all legal and equitable defenses, bars and counterclaims now or hereafter arising or existing with respect to the exercise of the rights of or by the non-breaching party for or by reason of such a breach to the extent that the assertion of same is or could result in a denial or delay in the relief, and/or deny the benefit of such relief, properly sought in accordance with, and to which the non-breaching party is otherwise entitled under, this Section 6.6.

6.7 Restrictions on Transfer Without Notice. ... *[No]*... Transferor *[(other than JCP&L itself)]* shall Transfer any interest in, all or any of the Watts Premises *[or Unit C-W]*, to a Transferee, except only after Transferor written notice to that Transferee of, Transferor and Transferee compliance with, and fully subject to, *[these terms and conditions now and hereafter part of the Master Deed to which these excerpts are attached, as well as any then existing]*... Deed Notice, Controls, Permit, and FRD.

6.8 Future Disturbance. (a) Limitations. Except as provided expressly in this Section 6.8, Owner/s], Association and their respective Affiliates shall avoid, and shall not permit (except by JCP&L as remediating party and its Affiliates), any and every disturbance, excavation, disruption, construction, damage, deterioration, or other alteration of, under, within or upon any of the planned or then existing Controls or restricted area identified in any actual or planned Deed Notice, Permit or FRD, or any of the MGP Materials planned to be or actually covered or controlled by, or subject to, any of them, or any area of or about the Collective Property identified by JCP&L as remediating party to be potentially subject to any similar Controls or requirements (which prior to the Return Date includes the entire Collective Property BGS), including for any new construction (any and all of which may referred to as a "Disturbance"), without JCP&L's as remediating party prior written consent, not to be unreasonably conditioned, withheld or delayed (except that it shall be deemed reasonable for JCP&L as remediating party to condition, withhold or delay consent for any

Disturbance proposed to occur in any manner, scope or extent inconsistent with any provision or feature of the Access Agreement, Deed Notice, Controls, any Permit or FRD, or having the potential to result in increased costs or liability to JCP&L as remediating party or its Affiliates).

(b) Actor Risk & Expense. Each Disturbance shall occur only at the actor's, its contractors and its or their Affiliates' sole (as against JCP&L as remediating party and Affiliates) but joint and several (as among themselves) risk, liability and expense, and only after full compliance by them with their obligations under this Access Agreement, any Deed Notice, Permit and/or FRD for and by reason of same, without recourse against or liability of JCP&L as remediating party and its Affiliates.

(c) Prior Notice to JCP&L. Except in the event of an emergency (in which event notice to JCP&L shall be given as soon as practicable by Owner during or after the event), each Disturbance may occur only after at least thirty (30) day's prior notice to JCP&L as remediating party.

(d) Minimization. Owner, Association and each of its Affiliates agree to act, and cause its Affiliates to act, in a commercially reasonable manner to minimize and mitigate the scope, extent and impact of any Disturbance and reduce the costs associated with any and all handling, disposal, or recycling of materials or media containing MGP Materials, including to take and implement reasonable alternatives or revisions proposed by JCP&L as remediating party for this purpose after JCP&L's as remediating party receipt of notice, without obligation or liability of JCP&L as remediating party and Affiliates for providing comments or alternatives or not.

7. INDEMNITY & INSURANCE

7.1 Indemnity. JCP&L as remediating party shall indemnify, defend and hold the Owner and Association (and each New Unit Owner), each to the extent of its interest, harmless from and against any and all losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorney's fees and costs, including those incurred to enforce this Access Agreement) (collectively "Claims") to the extent resulting from (i) JCP&L's as remediating party or its agent's or contractor's negligence in the use by them of the Collective Property for the Work [*conducted hereafter*], including such damage to the Collective Property arising during and by reason of the negligent conduct of the Work [*conducted hereafter*]... which damage is not restored if and as required by this Access Agreement ..., and including such damage to third persons, such as personal injury or death, (ii) any breach of obligations of JCP&L as remediating party or its agents or contractors under this Access Agreement (but subject to JCP&L's as remediating party right for notice and opportunity to cure) and/or (iii) remedial obligations to DEP, or other government authority, or damage to third persons from personal injury or death, for or by reason of any MGP Materials remaining at or from the Collective Property [*here*]after... in excess of DEP current unrestricted standards or criteria. This obligation shall survive any termination of this Access Agreement ..., except if and to the extent the parties hereafter agree. JCP&L's as remediating party obligations under this Section 7.1 exclude however (w) claims for losses or damages which are within the risks specifically allocated to Owner or Association in this Access Agreement ... or for which JCP&L as remediating party is to have no liability under this Access Agreement ..., (x) claims of Owner or Association (except for claims under Section 7.1(ii)), any other persons or entities with an interest in the Collective Property, and/or any future owners, operators, tenants, occupants or Owner's or Association's Affiliates (such as New Unit Owners), (y) claims of any person or entity against Owner or Association or Owner's or Association's Affiliates arising by reason of contractual undertakings or commitments of Owner or Association or Owner's or Association's Affiliates, and (z) claims arising by reason of Owner's or Association's or Owner's or Association's Affiliate's negligence, misconduct or breach of this Access Agreement or other obligations, for which (w), (x), (y) and (z) JCP&L as remediating party

and its Affiliates shall have no liability. JCP&L as remediating party shall not indemnify any or all of Owner or Association or Owner's or Association's Affiliates for any past Claims, losses or damages and/or any Claims, losses or damages which are the subject of the Release provided in favor of JCP&L as remediating party in this Access Agreement.

7.2 Insurance. In furtherance and satisfaction of the obligation under Section 7.1, during the period during which JCP&L as remediating party conducts actual Work on the Collective Property ... including during any additional remediation on the Collective Property or Offsite Work conducted [hereafter] on or from the Collective Property ..., JCP&L as remediating party or its contractors shall:

(a) Furnish evidence to the Owner[s] (and therefore such notice shall suffice for Association) of, and maintain and keep in effect during such period, insurance against claims for personal injury (including death), and property damage, under a policy or policies of general public liability insurance, with policy limits of not less than \$1,000,000 in respect to bodily injury (including death), and \$1,000,000 for unintended property damage.

(b) Maintain and keep in effect for its employees, and cause its contractors to maintain and keep in effect, during the times of any such entry upon the Collective Property, adequate workers' compensation insurance to cover employees of JCP&L as remediating party and its contractors engaged in the Work at the Collective Property.

7.3 Owner Indemnity. [Each] Owner [(other than JCP&L)] hereby agrees to indemnify and hold JCP&L as remediating party and its Affiliates harmless from and against any and all Claims to the extent arising by reason of (i) [that] Owner's or Association's negligence in the use of the Collective Property or Structure, or other misconduct, including damage to the person or property, such as personal injury or death, (ii) any breach of [that] ... Owner or Association or [that] Owner's or Association's Affiliates of or under this Access Agreement or other obligations, and/or (iii) any hazardous substances of [that] Owner or Association or contamination at, of or from the Collective Property which are not MGP Materials, including if JCP&L as remediating party removes such non-MGP Materials contamination at or from the Collective Property in order to proceed with the Work. This obligation shall survive any termination of this Access Agreement and the Return Date

7.5 Breach; Limits. If a party or any of its Affiliates, including without limitation any of its heirs, successors or assigns, acts in breach of its obligations (including if Owner or Association or Owner's or Association's Affiliates act so as to prevent, delay or interfere with the Work or Offsite Work pursued by or for JCP&L as remediating party consistent with this Access Agreement [but excluding New Unit Owners from or through JCP&L's transfer of Unit C-W]), or fails to satisfy any other of its non-monetary obligations under this Access Agreement, the non-breaching party shall have a cause of action for specific performance against the breaching party and that or those Affiliates. In the event of any other breach, the non-breaching party shall have a claim against the breaching person or entity for actual direct damages arising by reason of the breach. In the event of any suit by either party against the other by reason of an alleged breach of this Access Agreement, the prevailing party shall be entitled to be reimbursed by the non-prevailing party for reasonable attorney's fees and costs incurred in that suit and any action to enforce this Access Agreement and this provision. ... Claims by or of [each] Owner or Association and [each] Owner's or Association's Affiliates by reason of ... Work [hereafter occurring]... must be brought within one (1) year after such claims accrue or else they are barred and waived. In no event shall [any]... party or any of their Affiliates have liability to the other party or any of its Affiliates for consequential damages, such as lost profits, double, treble or otherwise multiplied damages or punitive damages.

8. COMPENSATION & RELEASE

8.1 Compensation. (a) Summary. As an inducement for the Owner and Association to enter into this Access Agreement so that JCP&L as remediating party can perform the Work and obtain the other benefits and covenants provided by Owner and Association to JCP&L as remediating party (including permission for Deed Notice and Controls), and in consideration of Owner's and Association's execution and performance of this Access Agreement, including the making of the release and indemnification herein, and in satisfaction of any and all losses, claims, inconvenience, costs and expenses, and the like, incurred previously and to be incurred hereafter, by Owner and Association, and Owner's and Association's Affiliates and its and their predecessors, successors and assigns, this Access Agreement provides for the following payments, benefits and protections to Owner, all as more particularly set forth, and subject to the terms and conditions of these Sections and the balance of this Access Agreement *[the consideration previously paid and performed, together with the following]*:

(4) If, when and as provided in Section 6.4, and not otherwise, the one time Deed Notice Payment to ... *[those entitled under the above provisions as] Owner[s, each, if so entitled,]* in the amount of \$40,000.00 (which shall not be due or payable until or unless a Deed Notice is determined to be required by JCP&L as remediating party, has been prepared and approved by JCP&L as remediating party, DEP, any other government authority or the LSRP, and executed and delivered by Owner and Association to JCP&L for recording) (the "Deed Notice Payment"). ...

(6) Indemnification by JCP&L as remediating party under Section

7.1.

(7) Insurance and/or coverage under Section 7.2. ...

(9) Remediation consistent with this Access Agreement.

(10) Site Restoration if and as required under this Access Agreement.

...

8.2 Costs. E...ach of the parties *[and their Affiliates]* ... shall bear its own costs and expenses in negotiating, reviewing, executing and performing this Access Agreement (including without claim against JCP&L by reason of JCP&L's interest in the Collective Property as a unit owner) *[except only if and to the extent expressly provided otherwise as to events occurring hereafter elsewhere in this Access Agreement]*. In the event that either party incurs expenses which are to be borne by the other, or for which either is entitled to be reimbursed by the other, while acting in compliance with their or its obligations under this Access Agreement with respect to such expenses, then the party obligated to bear those expenses or reimburse the party incurring such expenses shall make reimbursement on written demand accompanied with an accounting and copies of invoices and other documentation showing the reasonableness and validity of the demand. In any provision requiring payment by one party (the "Liable Party") to the other, or imposing the costs, liabilities and/or risks upon a party (also the "Liable Party"), in the event that the non-Liable Party (a party not so allocated the obligations for payment, costs, liabilities or risks) incurs any loss, liability, cost or expense by reason of same, each of JCP&L as remediating party and Owner (for itself and Association), to the extent that it is a Liable Party, hereby agrees to indemnify, defend and hold the other, to the extent the other is a non-Liable Party, harmless from and against any and all such loss, liability, cost and expense (including reasonable attorney *[']s* fees and costs, including those incurred to enforce this provision against the Liable Party), and shall reimburse the non-Liable Party on demand for such amounts.

8.3 Release. Effective on the date *[of the Master Deed Amendment to which this is attached]*... and again ... as of each Final Determination Date, on Owner's and Association's own behalf and on behalf of Owner's and Association's Affiliates, including heirs, successors and assigns

(such as its or their New Unit Owners), *[each and all]* Owner[s] and Association hereby now and then waives, releases and forever discharges any and all Claims *[each]* Owner and Association and Owner's and Association's Affiliates has or have, might have had or may have, against JCP&L, and all of its Affiliates, for losses, damages, liabilities and/or injuries, personal or property, with respect to, arising out of or in connection with or by reason of, directly or indirectly, the Collective Property..., the Structures (now or hereafter existing, at the Collective Property ...), the Road(s), other properties and/or the MGP Materials and/or the MGP Site, whether known or unknown, now or hereafter existing or arising, including without limitation for stigma damages, property damage, natural resource damages, death, personal injury and toxic tort, except this release shall not apply only if and to the extent directly resulting from JCP&L's future actual breach of the obligations to *[that]* Owner under this Access Agreement which breach is not cured or waived after notice from *[that]* Owner and adequate opportunity to cure. Effective on or after the date hereof, *[each and all]* Owner[s] and Association, for *[each]* Owner and Association and Owner's and Association's Affiliates, including heirs, successors and assigns, also expressly waive and release any and every claim *[each]* Owner and Association and *[each]* Owner's and Association's Affiliates now have or may hereafter have against JCP&L and all of its Affiliates for consequential damages, such as lost value, income or profits, punitive damages, double or treble damages or the like, and claims arising by common law, statute or regulation, it being intended that the rights, obligations and remedies of *[each]* Owner and Association and *[each]* Owner's and Association's Affiliates against JCP&L and its Affiliates shall be solely as provided in this Access Agreement. Subject to the provisions of this Access Agreement, *[each and all]* Owner[s] and Association and *[each]* Owner's and Association's Affiliates, including heirs, successors and assigns, covenant not to sue, and shall not institute or pursue any suit, action or proceeding against, nor make any claim against, JCP&L or any of JCP&L's Affiliates in any court or before any agency, tribunal or other decision maker, for legal or equitable relief in connection with or arising out of the presence of contamination at or about the Collective Property, or loss of use of the Collective Property, the Road(s), other properties, or the MGP Site or any MGP Materials, or any other possible cause of action arising out of the facts as set forth in the Access Agreement, except only if and to the extent directly resulting from JCP&L's *[itself's own]* future actual breach of the obligations to *[each]* Owner and Association and *[each]* Owner's and Association's Affiliates under this Access Agreement which breach is not cured or waived after notice from *[that]* Owner and adequate opportunity to JCP&L to cure the breach. The foregoing releases, waivers and covenants (collectively the "Release") provides and includes a full general release and waiver of all statutory, regulatory, equitable and common law rights and remedies including without limitation those arising under or by reason of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq. ("CERCLA") and the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (the "Spill Act"). It applies to JCP&L in all of its capacities and interests. This Section 8.3 shall survive any expiration or termination of this Access Agreement. ...

10. GENERAL TERMS...

10.3 Amendment. ... [N]o ... agent, employee, contractor, or other representative of either party is empowered to alter or amend any of the terms of this Access Agreement, unless such alteration and/or amendment is in writing and has been signed by an authorized representative of each of the parties. This provision cannot be orally waived. This provision does not, however, alter JCP&L's as remediating party ability to amend the Work, its plans for same, and *[make, issue or amend]* any Exhibits, as authorized elsewhere by this Access Agreement, including without further consent or approval of Owner or Association *[Further the Master Deed and By-Laws shall not hereafter be amended or terminated so as to reduce, alter, or eliminate any of JCP&L's Itsself rights in*

and under these excerpts except only if and as evidenced by JCP&L's itself written consent to such amendment; any such amendment or termination made without the written consent of JCP&L itself shall be null and void ab initio.]

10.4 Notice. Any and all notices permitted or required to be given hereunder, other than notices expressly permitted to be given telephonically, must be in writing sent by certified mail return receipt requested, hand delivery or by a recognized overnight delivery service (e.g. Federal Express) or telecopy or e-mail (in either case with hard copy sent by regular mail), in each case to the addresses or numbers provided above. Notice to one person or entity included in the definition of Owner is notice to all of such persons and entities defined as Owner, Association and all Owner and Association Affiliates (except JCP&L as remediating party and its Affiliates). Notice to or by Manager is Notice to or by Owner and Association....

10.7 Force Majeure. No party shall be liable for failure of performance, or the delay or extension of any period for Work, due to causes beyond its reasonable control ("Force Majeure"), such as acts of God, fires, explosions, acts of the other party over whom it has no control, acts of civil or military authority, fires, labor strikes and disputes, adverse weather (including: floods; storms; freezes and hot spells; freezing of ground, water, wells or lines of pipe; drought), epidemics, war or riot, curtailment of transportation or utilities, changes in law, delays in or requirements of permitting or approval processes, or other unanticipated and/or uncontrolled occurrences which are not the result of the negligence of the Party claiming Force Majeure (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided without delay. All time periods shall automatically be extended for the period of any Force Majeure and a reasonable period for rescheduling and mobilization after cessation of the Force Majeure event.

10.8 Use.... Each party has negotiated this Access Agreement in good faith, as a settlement. to resolve the matters between them. The signing and delivery of this Access Agreement does not and shall not constitute an admission of liability by any party with respect to any claims or matters. ...

10.9 Further Assurances. Owner, JCP&L as owner of the JCP&L Premises and Association (including their respective Affiliates, including their respective successor Transferees and New Unit Owners) shall, from time to time, at the request of JCP&L as remediating party, execute and deliver or cause to be executed and delivered such other documents, applications, notices, restrictions, filings, and instruments required to be executed and delivered by any as holders of interests in the Collective Property or units, rather than JCP&L as remediating party, and take all further action that may be reasonably necessary, or that JCP&L as remediating party may reasonably request, all in order to effectuate the purpose and substance of this Access Agreement. Further, without limitation, at each JCP&L's request as remediating party, Owner and Association (including their respective Affiliates, including their respective successor Transferees and New Unit Owners) shall execute and deliver a separate updated or duplicate Release or other document or consent consistent with the foregoing provisions. At the request of JCP&L as remediating party, this Access Agreement or a memorandum of Agreement shall be executed by the parties in recordable form and recorded, and each shall cooperate with the other in doing so.

10.10 Interpretation. The following principles shall apply in interpreting this Access Agreement:

- The definitions made in Schedule A attached to this Access Agreement are incorporated in this Access Agreement and made a part hereof by this reference.
- The use of the term Owner, Association and JCP&L shall be construed to refer to each and all of the relevant persons and entities, jointly and severally, as defined above, subject

to the following distinctions. By way of distinction, references to JCP&L, its real estate heirs, successors and permitted assigns as owner of the JCP&L Premises also are sometimes jointly and severally referred to as "JCP&L" but usually with reference to the JCP&L Premises (and then when so referenced mean only JCP&L and its real estate heirs, successors and permitted assigns as owner of the JCP&L Premises); while JCP&L as remediating party itself also owns the JCP&L Premises this distinction is of no significance. But the term "JCP&L as remediating party" shall not be construed to include other future owners of the JCP&L Premises merely because they have succeeded to JCP&L's interests as owner of the JCP&L Premises except only if and to the extent the context clearly requires such interpretation. The term "JCP&L as owner of the JCP&L Premises" shall be interpreted to include such other future owners of the JCP&L Premises and not the separate entity or entities being only JCP&L as remediating party. Therefore in all events and at all times New Unit Owners of the JCP&L Premises shall not bear the obligations or have the rights of JCP&L as remediating party with respect to MGP Materials but shall bear the obligations of JCP&L and have the rights as owner of the JCP&L Premises, including by reason of MGP Materials remaining at and about the JCP&L Premises (for example, by reason of any Deed Notice, FRD, Permits and Controls as they apply to unit owners and the Collective Property as opposed to JCP&L as remediating party).

- For the purposes of this Access Agreement the Association shall be deemed aligned and Affiliated with Owner, and not JCP&L, and, accordingly, the parties agree that notice to, or consent of, Owner shall also serve as notice to, or consent of, Association except only to the extent the context expressly requires otherwise and except further after such date as there is an different New Unit Owner of the JCP&L Premises than JCP&L as remediating party.

- The headings of the Sections, Paragraphs, Articles and their subordinate provisions of this Access Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Access Agreement.

- The parties hereby waive any claim that this Access Agreement or any provision hereof is to be construed against another party hereto as the drafter thereof.

- In all references in this Access Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender and number as the text of this Access Agreement may require.

- The use of the term "including" shall be interpreted as meaning "including without limitation."

- Words or terms defined by reference to a word or words in initial capitals in this Access Agreement shall have the meaning so defined when those same word(s) or cognates is(are) so used elsewhere in this Access Agreement, unless the context clearly requires otherwise.

- Notwithstanding the absence of the phrases "as then in effect" or "as amended" references to exhibits, Law(s), plans, Permits, agreements and the Work or Reconstruction shall be deemed to include such words, unless the context clearly requires otherwise.

- All introductory provisions, recitals and the schedules and exhibits attached to this Access Agreement *[, now or hereafter.]* are part of this Access Agreement and shall be construed and interpreted as if contained within the text of the Access Agreement.

- In the event of any inconsistencies or conflicts between the exhibits, schedules and the text of this Access Agreement, the exhibits and schedules shall govern except if otherwise expressly provided therein. *[In the event of any inconsistencies or conflicts between an earlier version of any of the exhibits, schedules and the text of this Access Agreement, and a later version as to events and circumstances occurring hereafter the later version shall govern except if otherwise expressly provided therein.] ...*

Schedule A
Definitions

Various words or phrases, usually initially capitalized, and their cognates, are defined throughout the Access Agreement to which this Schedule is attached, and such shall have the meaning there provided, unless the context where used clearly indicates a different meaning. Other terms used under Environmental Law(s) shall have the meanings commonly ascribed by those Environmental Law(s) (such as remediation, engineering controls and institutional controls) unless the context where used clearly indicates a different meaning. The following terms, as used anywhere in the Access Agreement to which this Schedule is attached, and their cognates, have the following meaning, unless the context where used clearly indicates a different meaning:

- The term "...Completion Date" is defined in Section 3... of the Access Agreement...
- The term "Access Agreement" is defined in the introductory paragraph of the Access Agreement.

- The term "Affiliates" shall mean the referenced person's or entity's directors, officers, shareholders, members, partners, co-owners, agents, employees, consultants, contractors, counsel, representatives, agents, subagents, predecessors, successors, assigns, family members and those controlling, under control by or under common control with such person or entity except that (i) Owner[s], Association and each of its or their Affiliates shall not be deemed Affiliates of JCP&L, and JCP&L and its Affiliates shall not be deemed Affiliates of Owner or Association, (ii) Association shall be deemed an Affiliate of Owner[s], (iii) New Jersey Natural Gas Company and its Affiliates shall be deemed Affiliates of JCP&L

- The term "Association" is defined in the introductory paragraph of the Access Agreement.

- The term "Audit(s)" is defined in Section 3.17(b) of the Access Agreement.
- The term "BGS" is defined in Recital C of the Access Agreement.
- The term "Collective Property" is defined in Recital A of the Access Agreement.
- The term "Commencement Date" is defined in Section 3... of the Access Agreement.
- The term "Common Elements" is defined in Recital A of the Access Agreement.
- The term "Condominium" is defined in Recital A of the Access Agreement. ...
- The term "Controls" means any and every institutional or engineering feature or

control ("institutional control" and engineering control" to be the features and to have the meanings as provided by Law(s), and including recordings and prohibitions or restrictions of uses, or similar restrictions, including a prohibition on the use or consumption of ground and surface waters at, about or from the Collective Property). ...

- The term "Deed Notice" means any and every application, consent, filing, report, Permit, deed notice (as NJDEP uses the term), declaration, other institutional control or similar document, filing or recording necessary or advisable to plan, propose, use or implement the use of any Controls for remediation.

- The term "Deed Notice Payment" is defined in Section 8.1(a)(4) of the Access Agreement. ...

- The term "Determination Date(s)" is defined in Section 3.13(b)(ii)(4) of the Access Agreement.

- The term "Determination(s)" is defined in Section 3.13(b)(ii)(4) of the Access Agreement.

- The term "DEP" means any and all of (i) DEP itself, (ii) any and every other governmental authority (including all government persons and entities) authorized by Law(s) to issue

or make any referenced or relevant statements, decisions, Permits (as hereafter defined), requirements, determinations or the like in whole or in part for, with or in lieu of DEP itself, potentially including, for example, the United States Environmental Protection Agency, to that extent, and (iii) any and all other non-governmental persons or entities authorized by Law(s) to issue or make any referenced or relevant statements, decisions, Permits, requirements, determinations or the like in whole or in part in lieu of, or effective without express prior approval of, DEP itself, expressly including a LSRP (as hereafter defined).

- The term "DEP itself" means only the New Jersey Department of Environmental Protection and its predecessors, successors, agents, servants and employees.

- The term "Disturbance" is defined in Section 6.8 of the Access Agreement.

- The term "final remediation document" or "FRD" shall mean the final remediation document, as defined in SRRA (being either a "no further action letter", or "response action outcome"), or equivalent, with or without conditions or covenant-not-to sue, issued by or obtained from DEP, other government authority or the LSRP, for or to JCP&L, provided it is in form and substance reasonably acceptable to JCP&L.

- The term "Final Determination Date" is defined in Section 3.13(b)(ii)(4) of the Access Agreement.

- The term "Final FRD" is defined in Section 3.17(b) of the Access Agreement.

- The term "Initial FRD" is defined in Section 3.17(b) of the Access Agreement.

- The term "JCP&L Premises" is defined in Recital A of the Access Agreement.

- The term "Law(s)" means any and every state, federal or local, law, rule, regulation, code, order, directive, Permit (as hereafter defined), policy, guidance, or decision.

- The term "LSRP" means a licensed site remediation professional or equivalent retained by JCP&L for remediation of the MGP Site and/or surroundings, as authorized, permitted or required by the SRRA.

- The term "Master Deed" is defined in Recital A of the Access Agreement.

- The term "MGP" is defined in Recital C of the Access Agreement.

- The term "MGP Materials" is defined in Recital C of the Access Agreement.

- The term "MGP Site" is defined in Recital B of the Access Agreement.

- The term "New Unit Owner" is defined in Section 6.2 of the Access Agreement.

- The term "Offsite Work" is defined in Section 1.8 of the Access Agreement.

- The term "Owner" is defined in the introductory paragraph of the Access Agreement.

- The term "Permit" means any and every consent, approval, permit, license, certificate, authorization decision, requirement, determination or the like of any and every government authority, including as relevant the DEP and the LSRP, as then necessary, advisable or relevant to the action, event or circumstance to or for which the Permit is referenced, and includes, for example, each Remedial Action Permit for or by reason of any FRD (as hereafter defined), Deed Notice (as hereafter defined) or Controls (as hereafter defined) and local site plan approval, building permit(s) and certificate of occupancy as to the Reconstruction (as hereafter defined). ...

- The term "Release" is defined in Section 8.3 of the Access Agreement. ...

- The term "Road(s)" is defined in Recital A of the Access Agreement.

- The term "SRRA" means one of the Law(s) known as the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., P.L.2009, c.60 §§1-29 (and associated statutes, regulations, policies and guidance, including the balance of P.L. 2009, c.60, collectively).

- The term "Structure" means all or any part of the ... two-unit residential structure, fixtures, other improvements and the like, (and to the extent the context requires any or all other then remaining personal property and contents), or any of them, at the Collective Property.

- The term "system" is defined in Section 3.1(a)(i)(6) of the Access Agreement.
- The term "Watts Premises" is defined in Recital A of the Access Agreement.
- The term "Work" is defined in Recital C and Section 1.8 of the Access Agreement.
- The term "Work Period" is defined in Section 1.3 of the Access Agreement.

Exhibit 1
Descriptions

Watts Premises:

Address: 207 40th Street, Sea Isle City, New Jersey 08643

Tax Lot & Block: Block 39.04, Lot(s) 11.01 & 12.01 (C-E)
on the tax map of Sea Isle City, Cape May County, New Jersey ...

Other Description: Being and intended to be the same property conveyed to Owner by Deed of Barbara Young Dickinson to Owner dated January 29, 1999 and recorded in the Cape May County Clerk's office in Deed Book 2790 at page 664 et seq.

JCP&L Premises:

Address: 207 40th Street, Sea Isle City, New Jersey 08643

Tax Lot & Block: Block 39.04, Lot(s) 11.01 & 12.01 (C-W)
on the tax map of Sea Isle City, Cape May County, New Jersey ...

Other Description: Being and intended to be the same property conveyed to Emmanuel H. Dimitriou and Ann M. Dimitriou, husband & wife, by John Cocchi, Susan Cocchi, Gregaory Baitzel and Karen Baitzel by deed dated March 8, 1996 recorded at Deed Book 2663, Page 0075 in Cape May County Clerk's office. Emmanuel H. Dimitriou died on or about March 15, 2008, after which Ann M. Dimitriou conveyed title to JCP&L.

COLLECTIVE PROPERTY:

Aggregate of the Watts Premises and JCP&L Premises
together with separate interests and title of Association, if any.

...

Exhibit 2
Description of the Work ...

2.3 Future *[newly created or]* supplements or amendments to Exhibit 2 providing for other Work and remediation authorized by this Access Agreement....

Exhibit 3
Description of the Staging of the Work

The Work for the remediation of the known MGP Materials in soils at the Collective Property, and certain other neighboring properties, is planned to occur in coordination and staging of that Work so that Work at each of the Collective Property and other neighboring properties will occur on a schedule hereafter to be set in an amended or replacement Exhibit 3 provided by JCP&L to Owner....

Exhibit 4
Reconstruction ...

[Note: The Access Agreement has been amended previously as noted below:

[7/28/2015: First Amendment- Dealing with delay, the budget for reconstruction, and an extension of the term of the lease of certain premises leased to the Watts for the demolition and reconstruction. The terms of this First Amendment are no longer relevant.

[3/26/2017: Second Amendment- Dealing with delays and an extension of the term of the lease to the Watts. The terms of this Second Amendment are no longer relevant.

[3/16/2018: Third Amendment- Dealing with delays, defaults of the original Reconstruction Contractor, due diligence rights of JCP&L with respect to the budget for correction of deficiencies in and completion of the reconstruction, a settlement of various claims between the parties concerning the reconstruction, and an extension of the term of the lease of premises leased to the Watts for the reconstruction. Except as excerpted below the terms of this Third Amendment are no longer relevant:

**SETTLEMENT
AND THIRD AMENDMENT
TO LEASE AND**

REMEDIAL ACCESS, DEMOLITION & RECONSTRUCTION AGREEMENT (2/27/2018)

THIS SETTLEMENT AND THIRD AMENDMENT ("Third Amendment" or "Settlement Agreement"; by way of clarification references to the Settlement Agreement in this Third Amendment shall mean only this Third Amendment) to both the **REMEDIAL ACCESS, DEMOLITION & RECONSTRUCTION AGREEMENT** (made as of the 26th day of August, 2013) ("Access Agreement") and the **SPECIAL RESIDENTIAL LEASE** (also made as of the 26th day of August, 2013) ("Lease"), each as previously amended by the First Amendment and Second Amendment to them made between the Parties, is made and entered into effective as of the 16th day of March, 2018 (the "3rd Amendment Initial Effective Date") by and between **JERSEY CENTRAL POWER & LIGHT COMPANY** ("JCP&L"), **GLENN R. WATTS AND NANCY T. WATTS**, husband & wife, (these individuals, their heirs, successors and permitted assigns are sometimes jointly and severally referred to as "Owner"), and the **207 40TH STREET CONDOMINIUM ASSOCIATION**, (this entity, its heirs, successors and permitted assigns are sometimes jointly and severally referred to as "Association").

RECITALS ...

WHEREAS, Owner, including in its role as construction Manager, the Association and JCP&L have determined that the Reconstruction by the present Reconstruction Contractor (as defined in the Access Agreement) to occur under the Reconstruction Agreement (being the "Construction Contract" made by Owner with the present Reconstruction Contractor on or about July 30, 2015) within the Reconstruction Period (sometimes the original Reconstruction Period may be referred to as the "First Reconstruction Period") so that the 2nd Completion Date and Return Date can timely occur as contemplated by the Access Agreement and Lease, has not yet been completed. Further such is not likely to occur in accordance with the Reconstruction Agreement in the foreseeable future. The parties are not in full agreement as to the source(s) of this failure, but it has been alleged that such include without limitation breaches either or both of Owner as Reconstruction Manager or of the present Reconstruction Contractor. As a result of this and other disputes, and the failure to complete the Reconstruction, JCP&L, Association and Owner have determined that as a settlement of claims between them, as more particularly hereafter provided, the Reconstruction Agreement should be amended, the present Reconstruction Contractor should be terminated, a new Reconstruction

Contractor sought and retained, the Reconstruction Manager for the Reconstruction changed from Owner to JCP&L (or its designee) and the Lease amended and extended. Nonetheless the parties are ready, willing and able to proceed under the Access Agreement and Lease, both as amended previously and by this Third Amendment.

...
NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as a settlement of certain claims, and assignment of others, as set forth below, JCP&L, Owner and the Association agree to this Third Amendment as follows:

C1 INTRODUCTION & RISK CONTINGENCY:

C1.1 Introduction. This Third Amendment amends, but does not supersede, the Access Agreement and the Lease, as previously amended, each of which remains in effect with respect to its respective subject matter, except only if and to the extent expressly provided herein. Terms defined in the Access Agreement and Lease, as previously amended, shall have the same meaning in this Third Amendment. References in the Access Agreement or Lease to the Access Agreement shall be deemed to refer to the Access Agreement as amended In the event of any conflict between the Access Agreement or the Lease or both, as amended ..., then this Third Amendment shall govern and control. The above Recitals and all Exhibits to this Third Amendment are hereby incorporated into this Third Amendment by reference. ... By way of clarification except only if and to the extent the context requires otherwise: references to the Access Agreement in this Third Amendment are intended to mean the Access Agreement as amended by all Amendments, including this Third Amendment; ...and references to any Settlement Agreement or the like in the Access Agreement ... as amended, other than as amended in this Third Amendment, may continue to have such meaning as therein provided without regard to this Third Amendment....

C2 SETTLEMENT

C2.1 Settlement in part. This Third Amendment provides settlements, resolutions, releases and waivers of certain claims, but only if and to the extent expressly provided in this Article C2.

C2.2 First Reconstruction Period Claims

C2.2(a) Introduction. (i) This Third Amendment does not settle or resolve any or all claims of any or all of Owner, JCP&L or Association against the present Reconstruction Contractor (being any or all of Chad Ziegler, ZPMD or Ziegler Property Management and Development; sometimes the original and present Reconstruction Contractor may be referred to as the "First Reconstruction Contractor"), without limitation including those arising by reason of the present Reconstruction Agreement (sometimes the original and present Reconstruction Agreement may be referred to as the "First Reconstruction Agreement") and any and all of the services and work performed by, and those omitted by, and associated breaches, failures and deficiencies of, the First Reconstruction Contractor and its or his subcontractors and vendors, and for or by reason of payments made to, and obligations of, the First Reconstruction Contractor and its or his subcontractors and vendors, thereunder (individually and collectively the "First Reconstruction Period Claims"). *[Pursuant to authority and assignment granted to JCP&L, all First Reconstruction Period Claims against the First Reconstruction Contractor have been settled.]...*

C2.3 No Owner Liability.

C2.3(a) Introduction. By way of clarification, Owner's willingness to enter into this Third Amendment is expressly based on the making of the releases, waivers, and protections in favor of Owner By way of clarification for the purposes of this Third Amendment Owner Affiliates do

not include the First Reconstruction Contractor and its vendors and subcontractors and its or their Affiliates and the Present Owner Release does not extend to First Reconstruction Period Claims.

C2.3(b) Present Owner Release. JCP&L and JCP&L Affiliates, including heirs, successors and assigns (such as its New Unit Owners), hereby ... and thereafter waive, release and forever discharge any and all losses, damages, liabilities, fines, penalties, costs and expenses (collectively "JCP&L Claims") each, all and any of them has or have, might have had or may have, against Owner, and all of its Affiliates, for losses, damages, liabilities and/or injuries, personal or property, with respect to, arising out of or in connection with or by reason of, directly or indirectly, the subject matter of this Third Amendment with regard to the past actions and omissions occurring prior to either or both the 3rd Amendment Initial Effective Date or the Final Effective Date of Owner or its Affiliates, including as First Reconstruction Manager, for or by reason of any or all of (i) past actual or alleged breaches of (1) the Access Agreement, (2) the Reconstruction to date, (3) the First Reconstruction Agreement, or (4) the First Reconstruction Contractor or (ii) the First Reconstruction Period Claims, or any of the foregoing, whether known or unknown, including without limitation for property damage, death, and personal injury (but this release excepts Owner's or its Affiliates' breaches of this Third Amendment occurring between the 3rd Amendment Initial Effective Date and the Final Effective Date). Effective on or after both the 3rd Amendment Initial Effective Date and the Final Effective Date, JCP&L, for itself and its Affiliates, including heirs, successors and assigns, also expressly waive and release any and every claim JCP&L and JCP&L's Affiliates (also within the "JCP&L Claims") now have against Owner and all of its Affiliates for consequential damages, such as lost value, income or profits, punitive damages, double or treble damages or the like, and claims arising by common law, statute or regulation, it being intended that the rights, obligations and remedies of JCP&L against Owner and its Affiliates shall be solely as provided in the Access Agreement, as amended. Subject to the provisions of this Access Agreement, JCP&L and JCP&L's Affiliates, including heirs, successors and assigns, covenant not to sue, and shall not institute or pursue any suit, action or proceeding against, nor make any claim against, Owner or any of Owner Affiliates in any court or before any agency, tribunal or other decision maker, for legal or equitable relief in connection with or arising out of the subject matter of this Third Amendment, or any other possible cause of action arising out of the facts as set forth in the Access Agreement as amended. The foregoing releases, waivers and covenants from and after the Final Effective Date (collectively the "Present Owner Release") provides and includes a full general release and waiver of all statutory, regulatory, equitable and common law rights and remedies (subject, however, to express exceptions set forth above). It applies to Owner in all of its capacities and interests. The Present Owner Release survives any termination of this Settlement Agreement, including by reason of the Risk Contingency.

C2.3(c) (1) However, the Present Owner Release shall not apply if and to the extent directly resulting from Owner's or Association's future (from and after the Final Effective Date) actual breach of the obligations to JCP&L under this Access Agreement, as amended, which breach is not cured or waived after notice from JCP&L and adequate opportunity to cure. ...

(2) As provided in Section C1.2(f) the provisions of the Access Agreement applicable to Owner, Association and the Property (including the First Amendment and Second Amendment) in favor of JCP&L with respect, for example, to access, remediation and releases of JCP&L liability, are outside the scope of the effects of the Present Owner Release.

C2.4 No JCP&L Liability.

C2.4(a) Introduction. By way of clarification, JCP&L's willingness to enter into this Third Amendment is expressly based on the making of the releases, waivers, and protections in favor of JCP&L from and after the 3rd Amendment Initial and Final Effective Date, as provided below. By

way of clarification for the purposes of this Third Amendment JCP&L Affiliates do not include the Association or the First Reconstruction Contractor and its vendors and subcontractors and its or their Affiliates.

C2.4(b) Present JCP&L Release. Owner and Association, and Owner's and Association's Affiliates, including heirs, successors and assigns (such as its or their New Unit Owners), hereby ... and thereafter waive, release and forever discharge any and all losses, damages, liabilities, fines, penalties, costs and expenses (collectively "Owner/Association Claims") each, all and any of them has or have, might have had or may have, against JCP&L, and all of its Affiliates, for losses, damages, liabilities and/or injuries, personal or property, with respect to, arising out of or in connection with or by reason of, directly or indirectly, the subject matter of this Third Amendment, with regard to the past actions and omissions occurring prior to either or both the 3rd Amendment Initial Effective Date or the Final Effective Date of JCP&L or its Affiliates for or by reason of any or all of (i) past actual or alleged breaches of (1) the Access Agreement, (2) the Reconstruction to date, (3) the First Reconstruction Agreement, or (4) the First Reconstruction Contractor or (ii) the First Reconstruction Period Claims, or any of the foregoing, whether known or unknown, including without limitation for property damage, death, and personal injury (but this release excepts Owner's or its Affiliates' breaches of this Third Amendment occurring between the 3rd Amendment Initial Effective Date and the Final Effective Date). Effective on or after both the 3rd Amendment Initial Effective Date and the Final Effective Date, Owner and Association, for Owner and Association and Owner's and Association's Affiliates, for themselves and all of its or their Affiliates, including heirs, successors and assigns, also expressly waive and release any and every claim Owner and Owner's Affiliates now have against JCP&L and all of its Affiliates for consequential damages, such as lost value, income or profits, punitive damages, double or treble damages or the like, and claims arising by common law, statute or regulation, it being intended that the rights, obligations and remedies of Owner against JCP&L and its Affiliates shall be solely as provided in the Access Agreement, as amended. Subject to the provisions of this Access Agreement, Owner and Association and Owner's and Association's Affiliates, including heirs, successors and assigns, covenant not to sue, and shall not institute or pursue any suit, action or proceeding against, nor make any claim against, JCP&L or any of JCP&L's Affiliates in any court or before any agency, tribunal or other decision maker, for legal or equitable relief in connection with or arising out of the subject matter of this Third Amendment, or any other possible cause of action arising out of the facts as set forth in the Access Agreement as amended. The foregoing releases, waivers and covenants from and after the Final Effective Date (collectively the "Present JCP&L Release") provides and includes a full general release and waiver of all statutory, regulatory, equitable and common law rights and remedies (subject, however, to express exceptions set forth above). It applies to JCP&L in all of its capacities and interests. The Present JCP&L Release survives any termination of this Settlement Agreement, including by reason of the Risk Contingency.

C2.4(c) However, except as set forth in Section C2.5 below, the Present JCP&L Release shall not apply if and to the extent directly resulting from JCP&L's future (from and after the Final Effective Date) actual breach of the obligations to Owner under this Access Agreement, as amended, which breach is not cured or waived after notice from Owner and adequate opportunity to cure. ...

C2.5 No JCP&L Liability for Reconstruction.

C2.5(a) Introduction. By way of clarification, JCP&L did not seek to undertake to act as Reconstruction Manager as hereafter set forth in this Third Amendment, was prepared to allow Owner to continue to proceed as Reconstruction Manager subject to JCP&L's rights and claims as to such, but enters into the Third Amendment as a matter of settlement. JCP&L's willingness to do so is expressly based on the making of all of the releases, waivers, and protections in favor of JCP&L in this

Third Amendment from and after the Final Effective Date, including both the Present JCP&L Release and the Ongoing JCP&L Release (as hereafter defined). ...

C2.5(b) Ongoing JCP&L Release. Owner and Association, and Owner's and Association's Affiliates, including heirs, successors and assigns (such as its or their New Unit Owners), hereby from and after the Final Effective Date and thereafter waive, release and forever discharge any and all losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorney's fees and costs, including those incurred to enforce this Access Agreement) (collectively "Post-Settlement Claims") each, all and any of them hereafter has or have against JCP&L, and all of its Affiliates, for losses, damages, liabilities and/or injuries, personal or property, with respect to, arising out of or in connection with or by reason of, directly or indirectly, the subject matter of this Third Amendment, and the future actions and omissions from and after the Final Effective Date of JCP&L or its Affiliates (without limitation expressly including for or as Second Reconstruction Manager), including without limitation of or for or by reason of the Second Reconstruction Agreement or the Second Reconstruction Contractor, or for or by reason of the Reconstruction, whether or not accomplished as anticipated, modified, delayed or deficient, defective, or failed in whole or in part, or any of the foregoing, whether known or unknown, as hereafter discovered, existing or arising, including without limitation for property damage, death, and personal injury. Effective on or after the Final Effective Date, Owner and Association, for Owner and Association and Owner's and Association's Affiliates, including heirs, successors and assigns, also expressly waive and release any and every claim Owner and Association and Owner's and Association's Affiliates (also within the "Post-Settlement Claims") now have or may have from and after the Final Effective Date against JCP&L and all of its Affiliates for consequential damages, such as lost value, income or profits, punitive damages, double or treble damages or the like, and claims arising by common law, statute or regulation, it being intended that the rights, obligations and remedies of Owner and Association and Owner's and Association's Affiliates against JCP&L and its Affiliates shall be solely as provided in the Access Agreement, as amended. Subject to the provisions of this Access Agreement, from and after the Final Effective Date Owner and Association and Owner's and Association's Affiliates, including heirs, successors and assigns, covenant not to sue, and shall not institute or pursue any suit, action or proceeding against, nor make any claim against, JCP&L or any of JCP&L's Affiliates in any court or before any agency, tribunal or other decision maker, for legal or equitable relief in connection with or arising out of the subject matter of this Third Amendment, or any other possible cause of action either or both arising out of the facts as set forth in the Access Agreement as amended or as then existing from and after the Final Effective Date. The foregoing releases, waivers and covenants (collectively the "Ongoing JCP&L Release") provides and includes from and after the Final Effective Date a full general release and waiver of all statutory, regulatory, equitable and common law rights and remedies. They apply to JCP&L in all of its capacities and interests.

C2.5(c) However, the Ongoing JCP&L Release shall not apply if and to the extent directly resulting from JCP&L's itself's actual breach from and after the Final Effective Date of its direct obligations to Owner under this Access Agreement, as amended, which breach is not one of the Excused Breaches (as hereafter defined). JCP&L's itself's actual breach from and after the Final Effective Date of its direct obligations to Owner, by reason of or related to, to any or all of the Reconstruction, obligations, breaches or performance as Reconstruction Manager or obligations, breaches or performance of the Second Reconstruction Contractor, are "Excused Breaches" and shall always be the subject of the Ongoing JCP&L Release except only if and to the extent such breaches occur when and by reason of JCP&L's itself's willful and intentional misconduct in acting from and after the Final Effective Date as or with respect to the Second Reconstruction Manager, as to which

willful and intentional misconduct the claimant shall have the burden of proving such willful and intentional misconduct by clear and convincing evidence), but otherwise which other future actual breach is not cured or waived after notice to JCP&L from Owner and adequate opportunity for JCP&L to cure, and thereafter are "Non-Excused Willful Breaches". By way of clarification for the purposes of this Third Amendment, the Ongoing JCP&L Release do not cause or constitute, and are not intended to, and shall not be construed as resulting in, a release or waiver of, and shall be construed so as to not adversely affect, any or all of the First Reconstruction Period Claims. None of the First Reconstruction Contractor and its vendors and subcontractors and its or their Affiliates shall obtain any benefit from the Ongoing JCP&L Release. By way of clarification JCP&L's actions and omissions consistent with its rights under Section C5.5(h)(6)(g) shall not themselves constitute Non-Excused Willful Breaches.

C2.6 No Admissions. This Third Agreement is not an admission of fault or liability of or by any party, except only as expressly provided herein or as needed to effectuate or enforce the terms and conditions of this Third Amendment.

C2.7 Survival. This Article C2 shall survive any termination of this Access Agreement except a termination of the Settlement Agreement by reason of the Risk Contingency. ...

C5. RECONSTRUCTION AGREEMENT; AMENDMENTS ...

C5.3 First Reconstruction Contractor.

C5.3(a) Termination: From and after the 3rd Amendment Initial Effective Date, ... Owner [sent]... notice to the First Reconstruction Contractor that he, it and all his or its Affiliates is, are and has and have been in material breach of the First Reconstruction Agreement and are thereby immediately then (the "First Reconstruction Contractor Termination Date") removed, terminated, discharged, and suspended (the "First Reconstruction Contractor Termination"). ...

C5.4 First Reconstruction Manager.

C5.4(a) Resignation: As of and after the end of the first business day after the First Reconstruction Contractor Termination Date, and not sooner, (the "First Reconstruction Manager Termination Date") Owner hereby resigns and is terminated and removed as the First Reconstruction Manager (the "First Reconstruction Manager Termination"). Association and JCP&L consents to such resignation, termination and removal. ...

C5.5(f) No JCP&L Liability. By way of emphasis, the Parties have agreed, and hereby again agree, including as part of the JCP&L Ongoing Release when effective on and after the Final Effective Date, that none of JCP&L and the Second Reconstruction Manager or any of their respective Affiliates shall have from and after the Final Effective Date any liability whatsoever to Owner or Association or any of their Affiliates, except only if and to the extent as to each separately (i) when and by reason of JCP&L's Non-Excused Willful Breaches

C5.5(h) Anticipated Events. JCP&L now anticipates the occurrence on and after the Final Effective Date of some, any or all of the following events, ... without JCP&L or the Second Reconstruction Manager responsibility or liability for proceeding as outlined below, or differently, or, except for the key events within the scope of Section C5.5(h)(5) and (6), at all....

- (6) On or after the Final Effective Date, negotiation and execution of a new Second Reconstruction Agreement ..., such to be on such terms and conditions, for Reconstruction work on such schedule, at such cost and budget (but consistent with this Settlement Agreement), with such covenants and warranties to, from and with the Second Reconstruction Contractor, and for such design, work and performance (which may, for example, include or consist of partial or full demolition and removal of defects and deficiencies, partial or full repair or replacement, alterations, substitutions, corrective measures, new construction or reconstruction, and finishing

and completion of prior or new work, towards the goal of obtaining on completion usable and habitable Structure and Units, with reduced emphasis on cosmetic or design issues or quality), and such other preliminary, preparatory, supplementary, interim, partial or final efforts, work and adjustments, all as on and after the Final Effective Date JCP&L alone ... determines appropriate, in its sole and unreviewable discretion, except only that:

- a. No special burdens or benefits shall be placed by the Second Reconstruction Agreement on Association or on Owner or JCP&L as separate Unit owners or Structure or land owners or managers, and such burdens on and benefits, directly or indirectly in favor of Unit owners, ... shall be shared equally by Owner and JCP&L in all material respects (and to achieve this result, JCP&L may require that Owner and Association join in the Second Reconstruction Agreement as parties, and they shall so join). ...
 - b.
 - c. ...
 - d. ...
 - e. ... the Second Reconstruction Agreement include one or more covenants that the Reconstruction shall be performed by the Second Reconstruction Contractor in a good and workmanlike manner, recognizing that such may be impeded by the limited promises made and performed in and under, and the unknown extent of deficiencies in prior work under, the First Reconstruction Agreement.
 - f. ... the Second Reconstruction Agreement to provide that a HOW, including potentially through the State of New Jersey HOW program, and a municipal certificate of occupancy, are each and both to be obtained on or about the end of the Second Reconstruction Period, without liability of JCP&L for a failure of the Second Reconstruction Contractor to succeed in such efforts. ...
 - g. By way of clarification, JCP&L shall have the sole right and authority, ... to take such action, or not, to enforce or act to address breaches, defects and deficiencies in the work of or by the Second Reconstruction Contractor ..., including to seek, or not, any and all of Owner's, JCP&L's and Association's damages, losses, costs, and expenses from such breaches, defects and deficiencies, or to either or both terminate, or instruct to act or refrain from acting, its vendors and subcontractors, or to notify its carriers or assert and pursue claims, and JCP&L's sole liability in so proceeding shall be if, when and by reason of JCP&L's Non-Excused Willful Breaches (which shall not include JCP&L's decisions or actions or omissions to so proceed or not against the Second Reconstruction Contractor ...).
- (7) Without limitation, and notwithstanding any provision of the Access Agreement to the contrary, including Section 4.1(ii), on and after the Final Effective Date JCP&L may make any and all such changes to the plans and design, and schedule, for the Reconstruction, Structure and Units, so long as equitably affecting either both Units or the owners of both units, and not unfairly favoring JCP&L's unit or ownership as opposed to the Owner's Unit or ownership, and not unfairly burdening Owner's unit or ownership as opposed to JCP&L's Unit or ownership, as JCP&L determines appropriate, in its sole and unreviewable discretion. By way of clarification, as of the 3rd Amendment Initial Effective Date JCP&L does not plan any material

changes to the plans and design of the Structure and Units as set forth in the permits for construction by the First Reconstruction Contractor, except as required for structural repairs, although it reserves the right to do so. ...

- (8) References to the Reconstruction Agreement or the like from and after the Final Effective Date shall be deemed to be a reference to the Second Reconstruction Agreement, as amended, once made, if any, unless the context clearly requires otherwise; references to the Reconstruction Period or the like from and after the Final Effective Date shall be deemed to be a reference to the Second Reconstruction Period, once established in and by the Second Reconstruction Agreement, as amended, if any, unless the context clearly requires otherwise. Similar references from and after the 3rd Amendment Initial Effective Date shall be interpreted in a reasonable manner by JCP&L and Owner, as reasonably determined by JCP&L, to adjust for, and recognize, the then status of the First Reconstruction Contract and the First Reconstruction Contractor, and the suspension of the Reconstruction pending the Final Effective Date, if any, and the presence or absence of the Second Reconstruction Agreement.

C5.6 Second Reconstruction Contractor. By way of clarification, it is expressly agreed by the parties that on and after the Final Effective Date JCP&L or the Second Reconstruction Manager may hire and retain such person(s) or entity(ies), and pay for same under or as part of the Second Reconstruction Budget, to either assist it in acting as and for, or to supervise or manage, or to serve as and for, the Second Reconstruction Contractor and services, replacing the First Reconstruction Contractor or others, including itself, or replacing a prior Second Reconstruction Contractor, in whole or in part, and negotiate any and all terms and conditions of the Second Reconstruction Agreement, or replacement, and amending, supplementing, terminating or declaring in default the First Reconstruction Agreement, or a prior Second Reconstruction Agreement, including as set forth above, if, as and when JCP&L elects and determines in its sole unreviewable discretion.

C5.6(a) No Liability. JCP&L shall have no liability to any or all of Owner or Association or any of its or their Affiliates for its decisions, actions or omissions on and after the Final Effective Date, except only if and to the extent when and by reason of any or all of JCP&L's Non-Excused Willful Breaches as or with respect to the Second Reconstruction Manager or the Second Reconstruction Contractor. The parties acknowledge and agree that the absence of liability is of the essence to JCP&L's willingness to proceed under this Third Amendment on and after the Final Effective Date.

C5.6(b) Effect of Second Reconstruction Agreement. Without limitation, JCP&L ...as contracting party with or under any and every ... Second Reconstruction Contractor and Second Reconstruction Agreement shall have only such responsibilities and liability on and after the Final Effective Date as are expressly set forth in Second Reconstruction Agreement, and shall have no liability to Owner or Association or any of its or their Affiliates except only if and to the extent when and by reason of any or all of JCP&L's Non-Excused Willful Breaches. Without limitation, JCP&L's responsibilities and liability may be reasonably limited therein in time and amount. ...

...
[3/15/2019: Fourth Amendment- Dealing with delays, waiver of further due diligence rights of JCP&L, and establishing the revised Reconstruction Budget. The Reconstruction having been completed, the required certificate of occupancy and HOW having been obtained, the terms of this Fourth Amendment are no longer relevant]

IN WITNESS WHEREOF, the Unit Owners and the Association have executed and delivered this First Amendment as of the date first written above.

THE ASSOCIATION:

Witness or Attest:

James V. Carter
Name

The 207 40TH STREET
CONDOMINIUM ASSOCIATION

By: *Glenn R. Watts*
Name: Glenn R. Watts
Title: Authorized Representative
Date:

OWNER OF UNIT EAST:

Witness or Attest:

James V. Carter
Name

Glenn R. Watts
Name: Glenn R. Watts
Date

Witness or Attest:

James V. Carter
Name

Nancy T. Watts
Name: Nancy T. Watts
Date

OWNER OF UNIT WEST

Witness or Attest:

Name

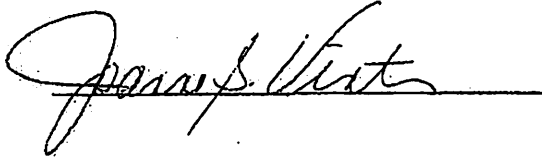
JERSEY CENTRAL POWER
& LIGHT COMPANY

By: _____
Name: Frank Lawson
Title: Supervisor - Site Remediation
Date:

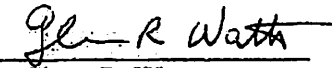
IN WITNESS WHEREOF, the Unit Owners and the Association have executed and delivered this First Amendment as of the date first written above.

THE ASSOCIATION:

Witness or Attest:

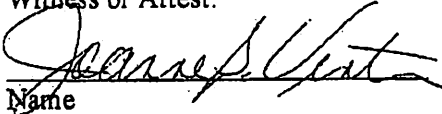

Name

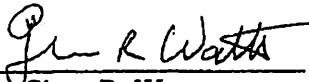
The 207 40TH STREET
CONDOMINIUM ASSOCIATION

By: 
Name: Glenn R. Watts
Title: Authorized Representative
Date:

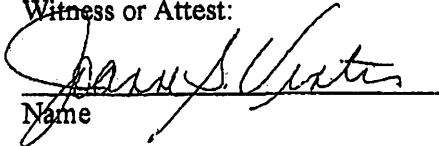
OWNER OF UNIT EAST:

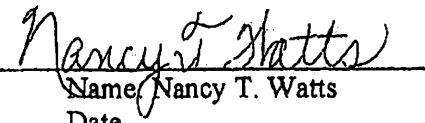
Witness or Attest:


Name


Name: Glenn R. Watts
Date

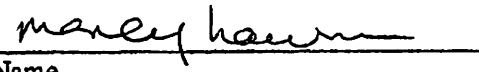
Witness or Attest:


Name



Name: Nancy T. Watts
Date

OWNER OF UNIT WEST

Witness or Attest:


Name

JERSEY CENTRAL POWER
& LIGHT COMPANY

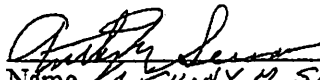
By: 
Name: Frank Lawson
Title: Supervisor - Site Remediation
Date: 11-19-2020

ACKNOWLEDGMENTS
(FOR OWNER OF UNIT EAST)

STATE OF PENNSYLVANIA)
)SS
COUNTY OF MONTGOMERY)

On this 6 day of November, 2020, before me the sub-scriber, a Notary Public [or Attorney at Law (if local law allows)] of the State of PENNSYLVANIA personally appeared Glenn R. Watts and Nancy T. Watts, husband & wife, who I am satisfied are the individual(s) named in and subscribing to the foregoing instrument, and they, being by me duly sworn, acknowledged, deposed and said that they signed, sealed and delivered the same on his and her own behalf as his and her voluntary act and deed for the uses and purposes therein expressed.

Sworn and Subscribed before me a Notary Public.
or _____ of the State of PENNSYLVANIA
This 6 day of November, 2020


Name ANTHONY M SERRAO

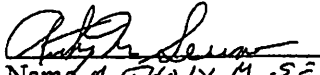
Title Notary Public
Seal
Commonwealth of Pennsylvania - Notary Seal
Anthony M. Serrao, Notary Public
Montgomery County
My commission expires September 20, 2023
Commission number 1149141
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT
[FOR ASSOCIATION]

STATE OF PENNSYLVANIA)
)SS
COUNTY OF MONTGOMERY)

On this 6 day of November, 2020, before me the sub-scriber a Notary Public [or Attorney at Law (if local law allows)] of the State of PENNSYLVANIA personally appeared Glenn R. Watts, who I am satisfied is the Authorized Representative of The 207 40TH STREET CONDOMINIUM ASSOCIATION, the condominium association named in and subscribing to the foregoing instrument, and he or she, being by me duly sworn, acknowledged, deposed, said that such instrument was made by such condominium association and sealed with its seal, and that he or she signed, sealed and delivered the same as such officer of that condominium association, as its voluntary act and deed by virtue of its authority and authorizations, for the uses and purposes therein expressed.

Sworn and Subscribed before me a Notary Public .
or _____ of the State of PENNSYLVANIA
This 6 day of November, 2020


Name ANTHONY M SERRAO
Title NOTARY PUBLIC

Seal
Commonwealth of Pennsylvania - Notary Seal
Anthony M. Serrao, Notary Public
Montgomery County
My commission expires September 20, 2023
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