

Prepared by:


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**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ROCKEFELLER GROUP FOREIGN TRADE ZONE/8A II**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter "**Declaration**") is made on this ____ day of August, 2005, by **ROCK-IDI CRANBURY LLC**, a Delaware limited liability company, having an address of 1221 Avenue of Americas, New York, New York 10020-1095 ("**RIC**") and **CHURCH & DWIGHT CO., INC.**, a Delaware corporation, having an address at 469 North Harrison Street, Princeton, New Jersey 08543-5297 ("**C&D**", and together with RIC, "**Declarant**").

W I T N E S S E T H:

WHEREAS, RIC is the owner of certain real property located in the Township of Cranbury, County of Middlesex, and State of New Jersey consisting of approximately 55.046 +/- acres, shown and designated on the Township of Cranbury Tax Map as Lot 1.01 in Block 8 (such lot, as it may be subdivided, reconfigured, consolidated or re-subdivided into lots from time to time, hereinafter singularly referred to as the "**RIC Lot**" and collectively, as the "**RIC Lots**"); and

WHEREAS, C&D is the owner of certain real property located in the Township of Cranbury, County of Middlesex, and State of New Jersey consisting of approximately 60.439 +/-

acres, shown and designated on the Township of Cranbury Tax Map as Lots 1.02, 1.03, 1.04 and 2 in Block 8 (such lots, as they may be subdivided, reconfigured, consolidated or re-subdivided into lots from time to time, hereinafter singularly referred to as the "**C&D Lot**" and collectively, as the "**C&D Lots**"); and

WHEREAS, the RIC Lots and the C&D Lots (such collective lots as they may be subdivided, reconfigured, consolidated or re-subdivided into lots from time to time, hereinafter referred to as the "**Lots**") are being developed by RIC and C&D respectively as an industrial park commonly known as "Rockefeller Group Foreign Trade Zone/8A II" (the "**Project**"); and

WHEREAS, the Lots are described by metes and bounds on **Exhibit A** attached hereto and made a part hereof and are also depicted on a certain map entitled "Final Major Subdivision Plat, Rockefeller Group Foreign Trade Zone/8A, Lots 1.01, 1.02, 1.03 & 1.04 Block 8, Township of Cranbury, Middlesex County, New Jersey" prepared by Langan Engineering and Environmental Services dated June 18, 2004 and revised October 15, 2004 and filed in the Middlesex County Clerk's Office on January 26, 2005 as Map 6357, File 987 (the "**Filed Map**", a copy of which is attached hereto and made a part hereof as **Exhibit B**); and

WHEREAS, RIC and C&D received final subdivision approval for the Project from the Township of Cranbury Planning Board ("**Planning Board**") on September 9, 2004 (memorialized by a resolution of the Planning Board dated September 30, 2004); and

WHEREAS, RIC and C&D received preliminary site plan approval for the Project from the Planning Board and final site plan approval as to Lots 1.01 and 1.02, Block 8 from the Planning Board (memorialized by a resolution of the Planning Board dated September 30, 2004) (collectively, the "**Site Plan Approval**"); and

WHEREAS, the Lots will contain or be improved with "Common Areas" (hereinafter defined); and

WHEREAS, RIC and C&D desire to create a vehicle by which (i) the Common Areas, once constructed and/or installed as herein provided, will be maintained, preserved, and controlled by an association of "Owners" (hereinafter defined) and portions of the Common Areas will be owned by such association of Owners for the benefit of the Owners and (ii) certain cross and reciprocal easements will be created and maintained for the benefit of the Owners; and

WHEREAS, RIC has caused RGFTZ/8A II ASSOCIATION, INC., a New Jersey non-profit corporation (the "**Association**") to be created to serve as a vehicle for the purpose of providing for the maintenance, preservation, control, management and/or ownership of the Common Areas.

NOW, THEREFORE, RIC and C&D, jointly as the Declarant, hereby declare that (i) the Common Areas shall be developed by RIC and C&D as herein provided and shall be maintained, preserved, repaired, replaced, controlled, managed and, to the extent provided herein, owned by the Association, (ii) various easements shall be created and maintained pursuant to the terms hereof for the benefit of each of the Lots and each of the Owners, and (iii) that the Lots, as currently configured, or as they may be subdivided, reconfigured, consolidated or re-subdivided in the future, shall be held, sold and conveyed, leased, mortgaged, and/or transferred subject to the terms and conditions of this Declaration, which terms and conditions shall run with the land.

ARTICLE I

DEFINITIONS

Section 1. “Access Road” shall mean the interior common roadways, driveways and associated roadway lighting systems depicted on the Filed Map and on the Common Area Site Map attached hereto as **Exhibit E**. RIC shall, at its sole cost and expense, be responsible for constructing and installing the portions of the Access Road which are highlighted in Schedule Q of that certain Amended and Restated Agreement of Purchase and Sale, dated as of September 15, 2004, between C&D, as seller, and Rockefeller Group Development Corporation (RIC's predecessor-in-interest), as purchaser (as amended, the "Sale Agreement"), as being the responsibility of the purchaser under the Sale Agreement to construct. C&D shall, at its sole cost and expense, be responsible to construct and install all other portions of the Access Road. The Access Road shall expressly exclude any parking areas necessary for the Lots. Parking areas shall be separately constructed by the Owners of each Lot to service the parking needs of their respective Lots. No Owner shall have the right to use the parking areas of another Owner without the permission of such Owner. Except as otherwise provided in Article X of this Declaration, the Access Road will neither be dedicated to the Township of Cranbury or any other municipal authority as a public right of way, nor owned by the Association.

Section 2. “Adverse Impact” shall mean (i) a material adverse impact or effect on any existing building or related site improvements within any Lot, any access thereto or any utilities or services to be provided thereto; (ii) a material adverse impact or effect on any planned building or related site improvements to be constructed in the Project, as depicted on the current or any future site plan for the Project or any Lot which has been approved by the Planning Board; or (iii) any material increase of the obligations or liabilities (whether direct or indirect) of any Owner or any tenant under any lease in any Lot, excluding, however, any sums approved by

the Board of Trustees for Common Area Expenses or other costs or expenses incurred by the Association for services required to be performed under this Declaration.

Section 3. "Annual Assessments" shall mean those fees or charges levied by the Association on each Owner for the purposes of adequately satisfying the "Common Area Expenses" (hereinafter defined).

Section 4. "Assessments" shall mean Annual Assessments and "Special Assessments" (hereinafter defined).

Section 5. "Association" shall have the same meaning ascribed to it in the preamble of this Declaration.

Section 6. "Association Easements" shall mean and refer to those easement areas and easement rights in favor of the Association which are set forth in this Declaration, as such easements may be enlarged, relocated, modified or expanded by the Association from time to time pursuant to the terms hereof.

Section 7. "Association Property" shall mean those elements, facilities, parts or portions of the Common Areas which are owned by the Association, as indicated on Exhibit D attached hereto, including: (i) the Project Signs (hereinafter defined), (ii) the Pump House (hereinafter defined)(unless dedicated to and accepted by a public authority), (iii) the Electric Substation (hereinafter defined)(unless dedicated to and accepted by a public utility), (iv) the Sewer Force Main (hereinafter defined)(unless dedicated to and accepted by a public utility), (v) the Traffic Lights (until dedicated to and accepted by a municipal authority) and (vi) the Association Easements, all of which may be enlarged, modified, relocated or expanded by the Association from time to time in accordance with the terms hereof.

Section 8. “Board of Trustees” shall mean and refer to the Board of Trustees of the Association.

Section 9. “By-laws” shall mean the by-laws of the Association attached hereto as **Exhibit C** and made a part hereof.

Section 10. “Common Areas” shall mean those areas identified on **Exhibit D** attached hereto and made a part hereof, as same may be amended, expanded, reconfigured, enlarged or relocated from time to time by the Association provided same do not have an Adverse Impact and provided any necessary consents or approvals are obtained. The Common Areas are intended to be constructed or installed as provided herein, in the locations shown on the Common Area Site Map attached hereto as **Exhibit E** and made a part hereof (notwithstanding the foregoing, the Walking Paths are shown on the Site Plan rather than on **Exhibit E**). If any of the Common Areas (e.g., Electric Substation, Pump House, Traffic Lights, Sewer Force Main, Walking Paths or Access Road) are dedicated or conveyed to and accepted by a utility company or public authority, then such Common Area shall cease to be a Common Area.

Section 11. “Common Area Expenses” shall mean all costs, charges and expenses that are attributable to the operation, maintenance, repair and replacement, as necessary (but not the initial construction and installation), of the Common Areas (excluding any charges for repairs to Common Areas attributable to defective initial design, construction or installation of the Common Areas by either RIC or C&D, for which RIC or C&D, the party responsible for the initial design, construction or installation, as applicable, shall be solely and fully responsible) including, without limitation, (i) real estate taxes for any portion of the Common Areas (provided that such taxes on the improvements and/or facilities are separately assessed by Cranbury Township, and not as part of an Owner’s Lot; provided, however, that Common Area Expenses

shall not include any “rollback” or similar taxes attributable to or payable as a result of the initial development of the Project or special assessments for infrastructure constructed to serve the Project, Common Areas or any Lots as part of the initial development by RIC, C&D or their affiliates); (ii) Common Area utilities, grounds maintenance and landscaping; (iii) snow removal from the Common Areas, as necessary; (iv) salaries and other compensation including payroll taxes payable to employees, independent contractors or agents of the Association performing services in connection with the operation, repair and maintenance of the Common Areas; (v) insurance coverages as set forth in Article III of the Declaration; (vi) cost of causing the Common Areas to comply with applicable laws (excluding costs associated with curing any non-compliance with laws as a result of the failure of RIC or C&D, as applicable, to construct and install the Common Areas for which they are respectively responsible in accordance with all applicable laws in effect at the time of the initial construction of the Common Areas); (vii) reasonable reserves for anticipated future Common Area Expenses; (viii) annual management and administrative fees similar to the then prevailing rates in New Jersey for management of common areas in industrial parks comparable to the Project and the Common Areas; and (ix) other expenses and costs reasonably necessary for the purpose of developing, operating and maintaining the Common Areas. All Common Area Expenses shall be based on the actual and competitive out-of-pocket costs and/or materials paid by the Association. Common Area Expenses shall be reduced by the proceeds of insurance or eminent domain awards or settlements received by the Association with respect to items of Common Area Expenses or recoveries from warranty claims. Notwithstanding the anything in the foregoing to the contrary, Common Area Expenses shall not include:

a. cost of any landscaping work on the Project or any Lots, except to the extent part of the Common Areas;

b. legal and other professional fees and expenses, leasing commissions, finders fees, space planners fees, entertainment and travel expenses advertising and promotional expenses and other costs incurred in connection with the development or leasing of the Project, or in connection with negotiations or disputes with tenants, occupants or prospective tenants or occupants including, without limitation, costs of enforcement of any tenant leases; provided, however, that nothing contained herein shall serve to preclude the Association from assessing an Owner as a Common Area Expense its pro rata share of any costs and expenses incurred by the Association in connection with its efforts (i) to resolve disputes with and/or among Owners, (ii) to enforce the provisions of this Declaration, and/or (iii) to pursue claims against others for reimbursement or damages;

c. interest or principal payments on any financing incurred in connection with the development of the Project or on any ground lease or other underlying lease;

d. any cost or expense for which the Association is entitled to reimbursement from any person (other than as payment for Common Area Expenses and other than as provided in subsection c. above) including, but not limited to, (1) work or service performed or items furnished on any Lot upon request of the Owner of such Lot (which work or service shall be performed or items furnished at the sole cost and expense of the Owner of such Lot), (2) the cost of any item for which the Association is, or is entitled to be, paid or reimbursed by insurance proceeds, warranties, service contracts, condemnation proceeds or otherwise, and (3) increased insurance or taxes assessed specifically to any tenant or Owner of any portion of the Project, except as otherwise provided in subsection (g) herein;

e. insurance costs for any Lot, except that nothing contained herein shall preclude the Association from maintaining insurance coverages as set forth in Article III of this Declaration and assessing the Members therefor as a Common Area Expense;

f. costs of any Hazardous Materials abatement or remediation work with respect to Hazardous Materials located within all or any portion of the Common Areas;

g. annual management and administrative fees in excess of the then prevailing rates for industrial parks comparable to the Project in New Jersey.

Section 12. "Declarant" shall have the same meaning ascribed to it in the preamble. Declarant's role herein, as such, shall cease and terminate on the date that both parties comprising the Declarant as of the date of this Declaration no longer own any Lot in the Project.

Section 13. "Declaration" shall have the same meaning ascribed to it in the preamble of this Declaration.

Section 14. "Detention Basins" shall mean and refer to the five (5) detention basins which are expected to be located on the Lots in the locations shown on the Common Area Site Map attached hereto as Exhibit E and are intended to serve the drainage needs and requirements of the Project as a whole. RIC shall construct and install, at its sole cost and expense, Detention Basins #1 and #2 (as indicated on Exhibit E). C&D shall construct and install, at its sole cost and expense, Detention Basins #4 and #5 (as indicated on Exhibit E). Responsibility for the construction and installation of Detention Basin #3 (as indicated on Exhibit E) shall be shared between C&D and RIC as follows:

(i) C&D shall construct and install, at its sole cost and expense, the first phase construction of Detention Basin #3, such first phase construction being hereby delineated as the portion of Detention Basin #3 which is shown on that certain plan known as Staging Plan Phase

2, Drawing No. 22.24, dated as of June 10, 2004 and prepared by Langan Engineering as part of the site plan for the Project which was approved by the Planning Board as part of the Site Plan Approval (the "Site Plan");

(ii) following the completion of such first phase of the construction of Detention Basin #3, RIC shall complete the construction and installation of the remaining portions of Detention Basin #3, at its sole cost and expense; and

(iii) it is agreed by all parties to this Declaration that C&D shall complete the first phase construction of Detention Basin #3 by no later than the date which is thirty (30) days after the date that RIC completes the scarification of the Carter Building parking lot (including the concrete islands within the parking lot) on Lot 1.02, Block 8 (the "First Phase Completion Date"). Notwithstanding the foregoing, C&D shall be entitled to up to a fifteen (15) day extension of the First Phase Completion Date if construction of the first phase of Detention Basin #3 is delayed as a result of force majeure. Notwithstanding anything to the contrary provided in this Declaration, if for any reason the first phase construction of Detention Basin # 3 is not completed by the First Phase Completion Date (as the same may be extended by force majeure in accordance with the immediately prior sentence), the Association shall have the right to take over construction of the first phase of Detention Basin # 3, which construction shall be at the sole cost and expense of C&D (but in no event more than \$127,050.00). The Association shall levy a Special Assessment against C&D (as the Owner of Block 8, Lot 1.02) in the amount of any and all costs incurred by the Association in completing the Detention Basin #3 first phase construction work, but up to a maximum of \$127,050.00, and shall levy a Special Assessment against RIC (as the Owner of Block 8, Lot 1.01) for all amounts incurred by the Association in completing the Detention Basin #3 first phase construction work in excess thereof.

It is acknowledged and agreed that each Detention Basin shall also include any detention basin improvements including, but not limited to, storm water pipes, headwalls, rip rap, outlets, inlets, and drainage facilities. In the event additional basins are constructed by the Association in the Project, such additional basins shall be included within this definition and become part of the Common Areas.

Section 15. “Default Charges” shall mean the late charge and interest that shall be imposed upon a Lot for which any Assessment, Other Association Charges, or monthly installment is not paid within forty-five (45) days from the date same is due and payable, as further defined in Article V, Section 7 hereof.

Section 16. “Electrical Substation” shall mean and refer to the existing electrical current substation necessary to provide electricity to the Project (other than to Lot 1.02, Block 8) and located on Lot 1.01, Block 8 in the location shown on the Common Area Site Map attached hereto as Exhibit E, and shall include all related lines, facilities, fencing and screening. Notwithstanding anything to the contrary provided herein, it is acknowledged that Lot 1.02, Block 8 receives electricity from an independent source. Until such time as Lot 1.02, Block 8 receives any electricity from the Electrical Substation, no costs or expenses associated with the Electrical Substation, including, without limitation, any Common Area Expenses associated therewith, shall be allocated to the Owner of Lot 1.02, Block 8.

Section 17. “Filed Map” shall have the same meaning ascribed to it in the preamble of this Declaration.

Section 18. “Hazardous Materials” means “Hazardous Material”, “Hazardous Substance”, “Pollutant or Contaminant”, “Petroleum” and “Natural Gas Liquids” as those terms are defined or used in Section 101 of the Comprehensive Environmental Response,

Compensation and Liability Act of 1980 ("CERCLA"), hazardous waste, toxic substance, and any other substances regulated because of their effect or potential effect on the public health and environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible, and infectious materials. If a law or regulation defines any of the foregoing terms more broadly than another, the broader definition shall apply.

Section 19. "Lot" or "Lots" shall have the same meaning ascribed to these terms in the preamble of this Declaration.

Section 20. "Major Tenant" shall mean a single tenant of any Lot which (i) occupies at least a majority of the aggregate floor area in the building(s) on an Owner's Lot, whether or not such tenant has sublet all or any portion of its premises, and (ii) is designated by the Owner of such Lot as the major tenant of such Lot for purposes of this Declaration in a letter given by the Owner to the Association and each of the other Members.

Section 21. "Member" shall mean every Owner, including RIC and C&D to the extent each owns a Lot.

Section 22. "Other Association Charges" shall mean Default Charges, court costs incurred in any collection process or foreclosure suit, reasonable attorneys' fees and other costs, charges and/or expenses imposed upon a Lot or an Owner pursuant to this Declaration.

Section 23. "Owner", with respect to each Lot, shall mean and refer to the fee simple record title owner or owners of such Lot.

Section 24. "Planning Board" shall have the same meaning ascribed to it in the preamble of this Declaration.

Section 25. "Project" shall have the same meaning ascribed to it in the preamble of this Declaration.

Section 26. "Project Signs" shall mean the park freestanding sign, the building freestanding sign and the park directional signs for the Project which are described and on that certain plan known as Details 1, Drawing No. 28.01, dated as of June 21, 2004 and prepared by Langan Engineering as part of the Site Plan ("Drawing 28.01") and associated entrance landscaping. The Project Signs shall comply with all applicable laws and be constructed and or installed by RIC, at is sole cost and expense, in accordance with all applicable laws in locations shown on **Exhibit E** along the northerly boundary of Lot 1.01, Block 8 and Half-Acre Road, near the two intersections of the Access Road and Half-Acre Road.

Section 27. "Pump House" shall mean and refer to a new sanitary sewer pump house and related equipment located on Lot 1.03, Block 8 in the location shown on the Common Area Site Map attached hereto as **Exhibit E** adjacent to the existing sanitary sewer pump house, and shall include all related lines, pipes, facilities, switch gears, fencing and screening and the following, to be constructed by RIC: (i) new pumps will be installed in a new wet well; (ii) new pump controls, emergency generator and electrical panel will be installed on a new pad; and (iii) the Sewer Force Main will be installed. When the new Pump House and related systems shall become operational, the existing sanitary sewer pump house shall be decommissioned, following which, the Owner of Lot 1.03, Block 8 shall allow RIC to demolish the existing sanitary sewer pump house and remove all debris to an appropriate landfill.

Section 28. "Sewer Force Main" shall mean and refer to that certain sewer force main for the Project which is to be constructed and installed by RIC over and across Lots 1.03, and 1.04, Block 8 in the location shown on the Common Area Site Map attached hereto as **Exhibit E** and otherwise in accordance with all applicable laws. The Sewer Force Main will connect the Pump House to the Cranbury Township municipal gravity main on the westerly side of the New Jersey

Turnpike. Once constructed and installed by RIC, the Association may elect to dedicate the Sewer Force Main to applicable public utilities and, when so dedicated to and accepted by a public utility, the Sewer Force Main shall cease to be part of the Common Areas. When Lot 1.04, Block 8 is developed by the Owner of such Lot, the location of the building on such Lot may require a portion of the Sewer Force Main to be relocated. Any such relocation of the Sewer Force Main shall be performed by the Association at the sole cost and expense of the Owner of Lot 1.04, Block 8 and shall be subject to the consent of the Board of Trustees, which consent may not be unreasonably withheld, conditioned or delayed.

Section 29. "Special Assessments" shall mean and refer to those fees or charges levied by the Association from time to time upon the Owner of each Lot for the purpose of defraying, in whole and in part (i) the cost of any construction or reconstruction, or capital replacement of any Common Areas following the initial construction of the Common Areas, or (ii) the cost of work or service performed or items furnished on any Lot upon request of the Owner of such Lot.

Section 30. "Traffic Lights" shall mean the two (2) traffic lights to be located at the two (2) intersections of the Access Road and Half-Acre Road, one to be newly constructed and installed by RIC, at its sole cost and expense, in accordance with all applicable laws in location designated on the Common Area Site Map attached hereto as Exhibit E and the other an existing traffic light to be relocated by RIC, at its sole cost and expense, in accordance with all applicable laws in the new location designated on the Common Area Site Map attached hereto as Exhibit E. The relocated light may, if required by applicable law, include a warning signal on the far side of the turnpike underpass. Once constructed and installed by RIC, RIC and/or the Association may elect to dedicate the Traffic Lights to applicable municipal authorities and, if

and when so dedicated to and accepted by a municipal authority, the Traffic Lights shall cease to be part of the Common Areas.

Section 31. "Trustee" shall mean an individual serving on the Association's Board of Trustees.

Section 32. "Walking Paths" shall mean and refer to the walking paths which are expected to be located on the Lots in the locations shown on the Site Plan and are intended to serve as a walking path loop for the entire Project. Each Owner shall construct and install, at its sole cost and expense, the portion of the Walking Paths which are located on its Lot(s).

ARTICLE II

PROPERTY RIGHTS AND MAINTENANCE

Section 1. Title to the Common Areas. When completed and installed as provided herein and certificates of completion shall have been issued by all applicable governmental authorities, if any, title to the Common Areas shall, as provided in **Exhibit D** attached hereto, be either vested in the Association or retained by the Owner of the Lot upon which any portion of the Common Area is located, subject in each instance to the terms and conditions set forth in this Declaration and the easements created herein.

Section 2. Maintenance of Common Areas. The Association shall maintain, repair and replace the Common Areas as may be necessary to keep the same in good condition and working order and in compliance with all applicable laws, rules, regulations, codes, ordinances and governmental orders and decrees.

Section 3. Maintenance of Parking Areas. If requested in writing by the Owner of any Lot, the Association shall maintain in good order and repair all parking lots located on such Owner's Lot(s) from time to time ("**Parking Areas**"), including, without limitation, the removal of

debris, seasonal street sweeping, minor repairs and resurfacing, re-striping, de-icing and snowplowing; however, none of the Parking Areas shall be deemed Common Areas hereunder. An Owner may at any time revoke its request for the Association to maintain the Parking Areas located on such Owner's Lot(s) and such revocation shall become effective on the date which is ten (10) days after the Owner delivers its written notice of revocation to the Association. The Association shall periodically, but not less frequently than semi-annually, levy a Special Assessment for the cost of such maintenance of the Parking Areas to each Owner which has requested that the Association maintain the Parking Areas located on its Lot(s).

Section 4. Pump House Upgrades. In the event that the Owner of any Lot shall have an increased demand for additional sanitary sewer capacity for its Lot(s) and such Owner has obtained all necessary approvals with respect to such additional sanitary sewer capacity, such Owner shall have the right to require the Association to perform upgrades to the Pump House in order to increase the Pump House's sanitary sewer capacity to support the additional approved sanitary sewer capacity for its Lot(s) as long as (i) the upgrades to the Pump House and the performance thereof will not adversely impact any other Owner or tenant of the Project and (ii) the cost of such upgrades to the Pump House and all necessary approvals are borne solely and exclusively by the requesting Owner. At the Association's option, the Association may allow the requesting Owner to perform the requested upgrades to the Pump House as long as the Owner provides such insurance as the Association shall reasonably require and complies with such other rules as the Association may implement.

Section 5. Allocation of Pump House Capacity. RIC and C&D hereby acknowledge and agree that the Pump House has a design capacity of 50,000 gallons per day of average daily flow (the "**Pump House Design Capacity**"). Declarant hereby confirms and agrees for the

benefit of the Owners of all Lots, that Lot 1.01 shall be entitled to exclusively utilize no greater than 18,944 gallons per day of average daily flow of the Pump House Design Capacity, Lot 1.02 shall be entitled to exclusively utilize no greater than 22,969 gallons per day of average daily flow of the Pump House Design Capacity, Lot 1.03 shall be entitled to exclusively utilize no greater than 4,442 gallons per day of average daily flow of the Pump House Design Capacity, Lot 1.02 shall be entitled to exclusively utilize no greater than 3,645 gallons per day of average daily flow of the Pump House Design Capacity, and Lot 2 shall not be entitled utilize any of the Pump House Design Capacity. Notwithstanding anything to the contrary provided herein, Owners shall be entitled to transfer all or a portion of the share of the Pump House Design Capacity which is allocated to its Lot(s); provided that such transfers are made to another Owner for the benefit of such transferee Owner's Lot(s) and the transferring Owner notifies each Owner and the Association of the transfer. Except as expressly permitted in the prior sentence, no Owner may utilize a greater portion of the Pump House Design Capacity than is allocated to its Lot pursuant to this Section 5.

ARTICLE III

INSURANCE

Section 1. Insurance to be Maintained by Association. The Association shall maintain, at all times, insurance in the following types and amounts:

(a) Property insurance covering all improvements comprising the Common Areas. Such insurance shall be in an amount equal to the full replacement value of such improvements with an "agreed amount endorsement." The insurance is to afford protection against at least the following:

(i) loss or damage by reason of hazards covered by the all risk extended coverage endorsement, to include, but not be limited to, debris removal, cost of demolition, vandalism, malicious mischief, wind, storm and water damage and to include a waiver of subrogation to the extent of insurance provided; and

(ii) such other risks as shall customarily be covered with respect to similar improvements in projects similar in construction, location and use. Such insurance shall name the Association as the insured for the benefit of the Owners.

(b) Comprehensive general liability insurance covering the Common Areas, including the Association Property, and activities of the Association, its trustees, officers, agents and employees in connection with the maintenance thereof, in an amount not less than \$5,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance policy shall contain a "severability of interest" clause or endorsement if generally available in the insurance marketplace which clause or endorsement shall preclude the insurer from denying a claim of an Owner or its tenant because of the negligent acts of the Association or other Owners or other tenants, and shall name the Association as insured for the benefit of the Owners and tenants in the Project.

(c) Worker's compensation and employer's liability insurance as required by law, as well as New Jersey disability benefits; and

(d) Comprehensive disappearance and fidelity bond or equivalent insurance coverage against dishonest acts on the part of officers, trustees, managers and employees of the Association and all others who handle or are responsible for the handling of funds of the Association, such bond or insurance to name the Association as the obligee or insured. Such bond or insurance shall contain waivers of any defense based upon the exclusion of persons who

serve without compensation from any definition of "employee" or similar expression. Such bond or insurance shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Association and to any first mortgagees of Lots who have given notice of their interest to the Association.

Section 2. Insurers. The insurance set forth in this Article shall be maintained with reputable insurance companies authorized to transact business within the State of New Jersey.

Section 3. Waiver of Negligence. No Subrogation. To the extent the same are generally available in the insurance marketplace, and not otherwise provided for in Sections 1(a) through (d) herein, the policies of insurance to be maintained by the Association pursuant to this Article III shall contain endorsements waiving the respective insurer's rights of recovery under subrogation or otherwise against the Association, or any Owner or, to the extent coverage is available, by any tenant in the Project, for its negligence with respect to matters so insured under said policies.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in the Association. Every Owner shall be a member of the Association and shall be subject to all provisions of this Declaration, the By-laws and the rules and regulations promulgated from time to time by the Association. Each Owner shall have a number of votes equal to the percentage of total Common Area Expenses allocated to such Owner (as determined in accordance with the provisions of Article V, Section 6(a) of this Declaration) multiplied by 100 and rounded to the nearest whole number. Each Owner shall notify the Association of the name, address, telephone number, fax number and email address of

the Owner's representative authorized to act on behalf of the Owner in connection with the Association.

Section 2. As provided in Article III of the By-laws, the affairs of the Association shall be managed by the Board of Trustees originally comprised of five (5) Trustees. Each Owner of a Lot shall be entitled to appoint one (1) Trustee for each Lot owned by the Owner. Each Trustee shall be entitled to cast the number of votes equal to the number of votes held by its appointing Owner for the Lot with respect to which the Trustee was appointed. For each Lot owned by an Owner, the Owner shall have a number of votes equal to the percentage of the total Assessments for Common Area Expenses allocated to such Owner with respect to the Lot (as determined in accordance with the provisions of Article V, Section 6(a) of this Declaration) multiplied by 100 and rounded to the nearest whole number. In the event the number of Lots within the Project increases to more than five (5), then the number of Trustees shall be increased by one (1) Trustee per each additional Lot and the number of each Trustee's votes shall be adjusted accordingly. Likewise, if the number of Lots in the Project decreases, then the number of Trustees shall be decreased by one (1) Trustee for each eliminated Lot and the number of each Trustee's votes shall be adjusted accordingly. The Trustees need not be Owners of Lots themselves.

Section 3. Notwithstanding anything to the contrary provided herein, it is hereby acknowledged and agreed that if the Owner of a Lot is not allocated any responsibility for Common Area Expenses with respect to such Lot (as determined in accordance with the provisions of Article V, Section 6(a) of this Declaration), then such Owner and the Trustee appointed by such Owner for such Lot shall not be entitled to a vote.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation for Assessments.

(a) No Owner of any Lot may waive or otherwise avoid liability for the payment of the Assessments or Other Association Charges by claiming non-use of the Common Areas, the abandonment of the Owner's Lot(s) or otherwise; provided, however, that until such time as Lot 1.02, Block 8 receives any electricity from the Electrical Substation, no costs or expenses associated with the Electrical Substation, including, without limitation, any Common Area Expenses with respect thereto, shall be allocated to the Owner of Lot 1.02, Block 8.

(b) Assessments shall become a lien on a Lot at the time levied by the Association. Other Association Charges shall constitute a lien on a Lot from and after the date incurred.

(c) For so long as an Owner owns a Lot, the Owner shall be personally liable for payment of Assessments and Other Association Charges against its Lot to the extent arising during the period of the Owner's ownership of the Lot or for any period prior thereto. Once an Owner has conveyed title to said Lot, the Owner shall only be liable for Assessments and Other Association Charges that arose during the period of the Owner's ownership and all periods prior thereto.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes set forth herein including the following:

- (a) the payment of liability insurance for the Common Areas;
- (b) the payment of Common Area Expenses;
- (c) the payment of costs associated with causing the Common Areas to comply with all ordinances, regulations, government rules, resolutions, and codes affecting the

Common Areas (excluding any costs associated with curing any non-compliance as a result of the failure of RIC or C&D, as applicable, to construct and install the Common Areas in compliance with all applicable ordinances, regulations, government rules, resolutions, and codes in affect at the time of the initial construction of he Common Areas, which costs shall be borne solely by RIC or C&D, as applicable, to the extent responsible for initial construction hereunder);

- (d) the supervisory and management costs for the Common Areas including, but not limited to, fidelity insurance or a fidelity bond;
- (e) payment of the costs of work or service performed or items furnished on any Lot upon request of the Owner of such Lot, or otherwise as provided herein;
- (f) utility meter charges, if any; and
- (g) real estate taxes if the Association were to acquire any real property upon which any of the Common Areas are located.

Section 3. Annual Assessments. The amount of the Annual Assessment shall be fixed by the Board of Trustees in a sum expected to meet the Common Area Expenses of the Project for the ensuing year. From time to time, the Board of Trustees may modify the Annual Assessment and the monthly payments of the Owners shall be modified accordingly. The Board of Trustees shall assess all Lots for each Assessment, except that, if a Common Area (or applicable portion thereof) benefits one (1) or more but not all Lots, the Board of Trustees shall assess Common Area Expenses related to such Common Area (or applicable portion thereof) only to the Lots that benefit from or are intended to benefit from said Common Area on a pro-rata basis. Notwithstanding the foregoing, it is hereby acknowledged and agreed that the entire Access Road and the entire Walking Paths shall be deemed to benefit the Owners of all Lots.

Section 4. Date of Commencement of Annual Assessment; Due Dates. The Annual Assessments shall be payable in advance in monthly installments or on such other basis as the Board of Trustees may determine from time to time. Each monthly installment shall be paid for receipt by the Association on the first day of every month commencing on January 1st of each year. Written notice of increases in the Annual Assessment for an upcoming year shall be sent to every Owner and, until such time as the Association sends such notice to the Owner, the Owner shall continue to pay the same amount that was due the Association for the previous month.

Section 5. Special Assessments. In addition to the Annual Assessments authorized herein, the Board of Trustees may also levy in any year, one or more Special Assessments applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or capital replacement of the Common Areas. The Association shall also levy Special Assessments periodically for the purpose of paying the costs of work or services performed or items furnished on any Lot upon request of the Owner of such Lot (e.g., maintaining the Parking Areas), or otherwise as provided in this Declaration.

Section 6. Computation of Assessment.

(a) Except as may be otherwise provided in this Declaration (including, for example, with respect to Special Assessments for the purpose of paying the costs of work or services performed or items furnished on any Lot upon request of the Owner of such Lot or as otherwise provided in this Declaration), an Owner's liability for the payment of Assessments shall be computed for each Lot by dividing the gross square footage of the buildings constructed and all other buildings planned to be constructed on the Lot pursuant to the then current final (rather than preliminary) site plan for the Lot which has been approved by the Planning Board (i.e., the numerator) by the gross square footage of the buildings constructed and all other buildings planned to be

constructed on the Project pursuant to the then current final (rather than preliminary) site plan for the Project (including each Lot) or each Lot, as applicable, which has been approved by the Planning Board, currently 1,010,479 sq. ft. based on the Site Plan Approval and the current buildings constructed on the Project (i.e., the denominator). Except as otherwise provided in this Declaration, the quotient thereby arrived at shall be used to calculate each Lot Owner's share of any Assessment levied by the Board of Trustees.

(b) Planned buildings which have only received preliminary site plan approval by the Planning Board shall not be included in the computation of Assessments set forth in (a) above until such time as a final site plan with respect thereto has been approved by the Planning Board.

(c) No later than April 15th of any year, the Association shall provide to each Member a summary of all of the Common Area Expenses incurred by the Association in the preceding calendar year. If such summary indicates that the Association collected more or less than was necessary, the Owners shall promptly pay their pro-rata proportionate share of any deficiency, if any, and the Association shall promptly refund any overpayment on a pro-rata basis.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) If any Assessment, Other Association Charges, or monthly installment is not paid within forty-five (45) days from the date same is due and payable, a late charge shall be payable in an amount equal to two percent (2%) of the past due amount and interest shall accrue on all outstanding balances from the date same were due and payable until paid at a rate equal to two percent (2%) in excess of the floating Prime Rate of interest charged from time to time by JPMorgan Chase Bank, N.A., or any successor to its commercial customers (the "Default Charge") or, if JPMorgan Chase Bank, N.A., or its successor is no longer in existence or no longer publishes or employs a Prime Rate, the Board of Trustees shall select another bank or

source to use as a standard for the purpose of determining the Prime Rate of interest to be charged the Owners from time to time, but in no event shall the combination of the two percent (2%) plus the Prime Rate ever exceed the maximum rate allowable by law.

(b) Liens for Assessments or Other Association Charges which remain unpaid for greater than a forty-five (45) day period after the Assessments and Other Association Charges become due and payable, shall be deemed delinquent and may be foreclosed upon by suit brought in the name of the Association in the same manner provided for foreclosure and sale of real estate mortgages and, in the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the foreclosure action, including costs of suit, collection costs and reasonable attorneys' fees.

(c) In addition to the right of the Association to foreclose the lien aforesaid, the Association may accelerate any unpaid portion of an Annual Assessment for the balance of the year in which the delinquency occurred, and may exercise any other remedy which may be available to it for the collection of such charges and expenses, including the right to proceed personally against any current or former Owner for the recovery of a personal judgment against said Owner to the extent the Owner is personally liable therefore under Article V, Section 1(c).

Section 8. Audit Rights. The Association shall maintain full and complete books and records with respect to the Assessments charged to an Owner at the Association's office. An Owner or an Owner's designee (but not both) shall be entitled to inspect and audit the Assessment statements issued by the Association from time to time, provided such audit is performed within one hundred eighty (180) days following Owner's receipt of the Assessment statement. Neither Owner nor Owner's designee may compensate any auditor selected by it on a contingency fee basis. If as a result of an audit it is determined that the Association has

overcharged Owner or Owner's designee by more than three percent (3%), such Owner or Owner's designee shall be entitled to receive from the Association reimbursement for the actual out-of-pocket costs incurred by an unrelated, unaffiliated third party auditor plus the amount of such overcharge together with interest at the Prime Rate.

ARTICLE VI

EASEMENTS

Section 1. Easements in Favor of Owners. Every Owner of a Lot (inclusive of any tenant leasing all or a portion of a Lot or a building on a Lot pursuant to a written lease agreement with the Owner thereof) and any of Owner's licensees, guests, employees, and business invitees (collectively, the "Authorized Parties") shall have the benefit of the following perpetual easements with respect to the Project, but subject to the rights of RIC, C&D and the Association as set forth in this Declaration, provided such rights under such easements in favor of the Authorized Parties shall not be exercised in a manner which causes an Adverse Impact:

(a) A non-exclusive easement across all other Lots by way of the Access Road for pedestrian, bicycle and vehicular ingress and egress from the Owner's Lot to Half-Acre Road, a public right of way, and from Half-Acre Road to the Owner's Lot;

(b) A non-exclusive easement across all other Lots by way of any sidewalks and the Walking Paths which may be constructed within the Project for pedestrian access;

(c) A blanket and non-exclusive easement, to connect to and use, for their intended purposes, the Pump House, the Electric Substation, the Sewer Force Main, and all associated all pipes, wires, conduits, ducts, cables, public or private utility lines or other common systems located, in whole or in part, in, upon, under, over or running through the Common Areas or any Lot and serving the Owner's buildings or Lot; provided, however, that any party using the

foregoing easement (each such party a “Grantee”) may do so only if Grantee’s rights thereunder are exercised in a manner which does not cause an Adverse Impact upon any Lot or to any Owner and such Grantee shall indemnify the Owner of the affected Lot for any claims, losses, damages, liabilities, costs or expenses (the “Claims”) resulting from such Grantee’s use of the easement described in this provision, to the extent the Claims are not covered by the insurance the Association is required to maintain pursuant to Article III of this Declaration. The easement provided in this subsection (c) shall not constitute a right to enter the Electric Substation or the Pump House without a representative of the Association present;

(d) A blanket drainage easement in favor of each Lot on, over, upon, across, and through every other Lot for the flow and drainage of storm water runoff into the Detention Basins; and

(e) A non-exclusive easement in, over, through the Common Areas for access to or use of the Common Areas for their intended purposes, provided that each Owner and the Authorized Parties shall only have the right to use the parking lots serving and otherwise located on the Owner’s Lot, and further provided that this easement shall not constitute a right to enter the Electric Substation or the Pump House without a representative of the Association present.

Section 2. Easements in Favor of the Association. The Association shall have a non-exclusive, irrevocable blanket easement, in, on, upon, under, over, across and through every Lot for the purpose of constructing, installing, maintaining, inspecting, examining, repairing, replacing, reconstructing, resurfacing, cleaning, mowing, snowplowing, painting, and reconfiguring the Common Areas, and, only to the extent the Association has been requested to perform maintenance of Parking Areas by the Owner of a Lot pursuant to Article II, Section 3 above, maintaining the Parking Areas located on such Lot (including the removal of debris, seasonal street sweeping, minor repairs and resurfacing, re-striping, de-icing and snowplowing),

to the extent that the Association's rights hereunder shall not be exercised in a manner which causes an Adverse Impact, and for the further purpose of inspecting same and remediating any violations of the provisions of this Declaration, the By-laws, or any rules and regulations promulgated by the Association, all such rights to be exercised during normal business hours except in cases of emergency in which event the rights of entry shall be immediate whether or not the Owner is present at the time. The Association shall (i) restore any damage caused to a Lot in connection with the exercise of the Association's rights hereunder, and (ii) exercise such rights in a manner which is intended to minimize interference with the Owner's use of the Lot, and does not disrupt access or utilities or other services being provided to the Lot.

Section 3. Easements in Favor of RIC. RIC shall have a non-exclusive, irrevocable blanket easement, to the extent same shall not cause an Adverse Impact in, on, upon, under, over, across and through every Lot for the purpose of completing any construction or installation of the Common Areas required to be completed under this Declaration, including any work required by any governmental authority in connection therewith and any work necessary to cure defects in initial construction. RIC shall (i) restore any damage to a Lot caused by the exercise of RIC's rights hereunder, and (ii) exercise such rights in a manner which is intended to minimize interference with the Owner's use of the Lot.

Section 4. Easements in Favor of C&D C&D shall have a non-exclusive, irrevocable blanket easement, to the extent same shall not cause an Adverse Impact in, on, upon, under, over, across and through every Lot for the purpose of completing any construction or installation of the Common Areas required to be completed under this Declaration, including any work required by any governmental authority in connection therewith and any work necessary to cure defects in initial construction. C&D shall (i) restore any damage to a Lot caused by the exercise of C&D's

rights hereunder, and (ii) exercise such rights in a manner which is intended to minimize interference with the Owner's use of the Lot.

Section 5. Right to Relocate and Supplement Easements and Common Areas and to Create New Ones. If at any time it becomes necessary for the Association to modify, expand, amend, relocate or reconfigure a Common Area or an easement created hereunder or any facilities related thereto, or to add a new Common Area or easement, the Association (with the consent of the Owners of at least two (2) Lots; provided; however, that if Lot 1.01 shall be subdivided after the date of this Declaration, then only one of such consenting Owners may be from a Lot which formerly was a part of Lot 1.01, as such Lot existed as of the date of this Declaration) shall have the right to do so provided no such modification, amendment, expansion, relocation or reconfiguration of a Common Area or easement or addition of a new one shall have an Adverse Impact, and provided any necessary governmental approvals are obtained.

Section 6. Assignment. RIC, C&D and/or the Association shall each have the right to assign any of the easements created for their respective benefits hereunder to a private or public utility or to a municipal utilities authority or a replacement Association. Notwithstanding any assignment permitted hereunder, the terms and conditions set forth in this Declaration shall continue in full force and effect unless otherwise mandated by the Association, provided, however, that neither RIC, C&D nor the Association may make any assignment of any easements created hereunder unless (i) the proposed assignee agrees in writing (which writing shall be recorded promptly after execution by RIC, C&D or the Association, as applicable) to assume all of the obligations of RIC, C&D or the Association, as applicable, in connection with any easements to be assigned, and (ii) each Owner consents to such assignment, which consent shall not be unreasonably withheld or delayed, but each Owner agrees that its consent shall not

be required if the easement is for utility purposes and the proposed assignee is a utility company regulated or licensed by the New Jersey Board of Public Utilities, the New Jersey Department of Environmental Protection, or such similar local, county, state or federal board, body, agency or authority.

Section 7. Responsibilities for Damage Due to Negligence, Omission or Misuse. If an Owner of a Lot, or any of the Owner's employees, tenants, occupants, visitors or business invitees damage any Common Area or cause or create any contamination of all or any portion of a Common Area with Hazardous Materials, the cost of effecting the necessary maintenance, Hazardous Material abatement or remediation work, repair and/or replacement, along with any costs, including reasonable attorneys' fees arising out of such incident, shall be assessed solely against the applicable Lot and shall not be considered a Common Area Expense but shall be considered Other Association Charges.

ARTICLE VII

RESTRICTIONS

Section 1. No Interference. No Owner or its employees, tenants, occupants, visitors or business invitees of such Owner shall obstruct and/or interfere with or alter the drainage and runoff patterns and systems on any Lot (other than such Owner's Lot) or within the Project as a whole, or with the rights granted by or reserved to RIC, C&D or the Association, or the other Owners subject, however, to the rights granted to others herein.

Section 2. No Violations. No Owner, its employees, tenants, occupants, visitors or business invitees shall violate any law, the site plan or subdivision approvals granted by the Planning Board, this Declaration, or any rule or regulation promulgated by the Association.

Section 3. Additional Restrictions. The Project is subject to the following additional restrictions:

- (i) The use of the Lots shall be restricted exclusively to that of commercial warehouse, manufacturing, industrial, office, research and development and related purposes, or such other uses as may be permitted under applicable zoning ordinances or approvals.
- (ii) Each Owner shall pay for all utilities that are separately metered or billed to its Lot by the respective utility company. Utilities that are not separately metered or billed shall be allocated in such equitable manner as shall be determined by the Board of Trustees.
- (iii) Each Lot shall be maintained in keeping with the standards of a first class industrial office park.
- (iv) No unlawful activities shall be carried on within the Project nor shall anything be done therein which either willfully or negligently becomes an annoyance or nuisance or which interferes with the peaceful possession and enjoyment of any of the Lots and/or the Common Areas (notwithstanding anything in the foregoing to the contrary; the Owner of Lot 1.02 shall be entitled to continue any lawful activities which are being carried on within the building on Lot 1.02 as of the date of this Declaration as long as such activities do not result in an annoyance or nuisance outside of such building which interferes with the peaceful possession and enjoyment of any of the Lots and/or the Common Areas).

ARTICLE VIII
FOREIGN TRADE ZONE

Section 1. The Project is part of Foreign Trade Zone No. 44 (“FTZ 44”). The State of New Jersey is the Grantee of FTZ 44, pursuant to Order No. 139 of the United States Foreign-Trade Zones Board (the “Board”), and New Jersey Foreign-Trade Zone Venture LLC (“NJFTZV”) is the designated and authorized Foreign-Trade Zone Administrator of FTZ 44.

Section 2. Any Owner or any tenant or other occupant of such Owner’s Lot shall have the right, by entering into an agreement with NJFTZV, to become its own authorized foreign-trade zone operator of FTZ 44 (a “FTZ Operator”) and undertake the development and exclusive operational management of foreign-trade zone activities at its Lot or its demised premises, as applicable, in accordance with the standards of operations required by the U.S. Customs Service (“Customs”) and the Board. Any Owner, tenant or other occupant which so elects to become a FTZ Operator shall comply fully with (i) all applicable laws and regulations of the Board, Customs and other governmental entities and agencies relating to activities within FTZ 44 and (ii) the zone schedule for FTZ 44 that sets forth rates, charges, rules and regulations for FTZ 44 operations (the “Zone Schedule”).

Section 3. No FTZ Operator shall be liable for the costs of services or expenses payable in accordance with the Zone Schedule to the extent that such services or expenses are already payable by such party pursuant to the terms of this Declaration.

Section 4. In the event NJFTZV wishes to terminate its participation in FTZ 44 for any reason, NJFTZV shall deliver written notice to the Owners or any tenants or occupants of the Lots at least one hundred twenty (120) days prior to such termination, and the Owners or any

tenants or occupants of the Owners' Lots shall have the opportunity to enter into operating agreements with the State of New Jersey, as grantee.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, each Owner or Owner's designee (but not both), and any respective Major Tenant (each such party an "Enforcing Party"), shall be permitted to enforce, by any proceeding at law or in equity, all easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No subtenant of a Major Tenant may be a designee of Owner or have any rights to enforce this Declaration.

Section 2. Enforcement by the Municipality. After the required upgrades to the Pump House are completed by RIC, in the event that the Association shall fail to maintain the Pump House in a reasonable operating condition, the Township of Cranbury may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Pump House in a reasonable condition and such notice shall include a demand that the deficiencies in maintenance be cured within sixty (60) days of the date of the notice and shall state the date and the place of a hearing thereon, which shall take place within fifteen (15) days of the Association's receipt of said notice. Thereafter, the Township, through its designated municipal body or officer, shall have and be entitled to the right to enter into and upon that portion of the Project to access and maintain the Pump House and to assess the cost thereof among all of the Owners as an additional real property tax.

Section 3. Reimbursement of Expenses to Prevailing Party. If the Enforcing Party prevails in any enforcement action against the Association, an Owner or a party to this Declaration that the Enforcing Party deems to be in default hereunder (the "Defaulting Party"), such Defaulting Party shall pay, in addition to any damages (which shall not include a claim for consequential or punitive damages) owed to the Enforcing Party, the actual out-of-pocket enforcement costs (including reasonable attorneys' fees) incurred by the Enforcing Party (collectively, the "Enforcement Costs"). If the Defaulting Party shall fail to pay any damages owed to the Enforcing Party or the Enforcing Party's Enforcement Costs, the Enforcing Party may place a lien on the Lot of the Defaulting Party in the amount of such unpaid damages and Enforcement Costs, such lien to accrue interest at the Default Rate specified herein.

Section 4. Amendment. The covenants and easements of this Declaration shall run with and bind the land for a term of one hundred and fifty (150) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years unless amended or terminated. Prior to conveyance of all Lots owned by RIC, this Declaration and the rules and regulations annexed hereto as Exhibit F (the "**Rules and Regulations**"), may only be amended, modified, or supplemented by RIC with the written consent of not less than seventy percent (70%) of the aggregate votes of the Trustees serving on the Association's Board of Trustees; provided, that no such amendment (x) may cause an Adverse Impact on any Owner or Lot, as the case may be, unless any such amendment is accompanied by the consent of the Owner which is Adversely Impacted, and (y) such amendment, modification or supplement does not contravene site plan or subdivision approval granted by the Planning Board. The seventy percent (70%) voting requirement as set forth herein can only be amended upon the unanimous consent of all Trustees with a vote. Following

the conveyance of all of RIC's Lots to third party purchasers, this Declaration and the rules and regulations annexed hereto as **Exhibit F** may only be amended, modified, or supplemented upon the vote of not less than seventy percent (70%) of the aggregate votes of the Trustees serving on the Association's Board of Trustees provided no such amendment (x) may cause an Adverse Impact on any Owner or Lot, as the case may be, unless any such amendment is accompanied by the consent of the Owner which is Adversely Impacted, and (y) such amendment, modification or supplement does not contravene site plan or subdivision approval granted by the Planning Board. The seventy percent (70%) voting requirement as set forth herein can only be amended upon the unanimous consent of all Trustees with a vote. No such amendment, modification or supplement shall be effective unless and until it is embodied in an instrument executed by the (a) RIC, if prior to the conveyance of all of RIC's Lots to third-party purchasers, and (b) by all Trustees with a vote, which instrument shall be recorded in the Middlesex County Clerk's Office in the same manner as this Declaration. Notwithstanding anything to the contrary provided herein, any amendments, modifications or supplements to the provisions of Article IV, Sections 1 and 2 or Article V, Section 6 of this Declaration or to Article III of the By-laws shall require the unanimous consent of all Trustees with a vote and no such amendment, modification or supplement shall be effective unless and until it is embodied in an instrument executed by all Trustees with a vote.

Section 5. Notices. All notices required or permitted to be given pursuant to the terms and conditions of this Declaration shall be sent to the record Owner of any Lot, to all first mortgagees of Lots who have given written notice of their interest and their address for notices to the Association, each Major Tenant, or to the Association at 500 International Drive, Suite 345, Mt. Olive, New Jersey 07828, and may be sent by any of the following methods: (a) by personal

service; (b) by facsimile or telecopier transmission; (c) by one of the recognized overnight services; or (d) by United States Certified or Registered Mail, return receipt requested, postage prepaid. Notices made in accordance herewith shall be deemed as given and effective: upon the date of actual receipt as to (a) and (b); one (1) business day after mailing as to (c); and three (3) business days after mailing as to (d) or actual receipt, whichever is sooner.

Section 6. Controlling Law. This Declaration and the rights of the parties hereto under the terms and conditions hereof shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws or choice of laws provisions.

Section 7. Severability. If any term or provision of this Declaration or the application thereof to any person, party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of said term or provision to persons, parties or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the extent permitted by law.

Section 8. Binding Effect. The terms and conditions set forth herein shall be binding upon the Declarant, the Owners, the Association, and their respective successors and assigns.

ARTICLE X

TERMINATION

Section 1. Termination. This Declaration cannot be terminated (a) if access from a Lot to a public road will be eliminated, or (b) if any utility services to or the drainage rights of any Lot will be eliminated or materially diminished, unless, in the case of either (a) or (b) above, (i) all of the Trustees serving on the Board of Trustees shall agree to such action, (ii) the

Association has transferred ownership of the Access Road, Traffic Lights, the Pump House, the Sewer Force Main and the Electric Substation to an appropriate public utility or municipal agency or authority, and such applicable agencies, authorities or public utilities have agreed in writing to accept such transfer and continue to provide service to the applicable Lot or Lots, and (iii) the easement rights set forth in this Declaration in favor of the Owners of the Lots and their respective Authorized Parties are preserved and memorialized in a writing which survives termination of this Declaration.

ARTICLE XI

POWER OF ATTORNEY

Section 1. Appointment. By acceptance of a deed or other conveyance to any Lot, each Owner of a Lot does automatically and irrevocably name, constitute, appoint and confirm any one of the Trustees as said Owner's attorney-in-fact, which authorization shall be coupled with an interest, for the purpose of executing amendments to this Declaration approved in accordance with the terms hereof, or executing additional easements or other documentation in favor of other Owners, the Association, Declarant or others, as determined by the Association in accordance with the terms hereof, in the event the Association requires an Owner to execute and deliver said documentation and said Owner fails or refuses to comply with the Association's request. In such an event, the Trustees shall have the right to execute and deliver to the party entitled to receive same, such documentation in the place and stead of the Owner failing or refusing to comply with the Association's request. The costs incurred by the Association in that regard shall be the responsibility of the Owner of the Lot failing to comply with the Association's request and said sums shall serve as a continuing lien upon said Owner's Lot until paid in full.

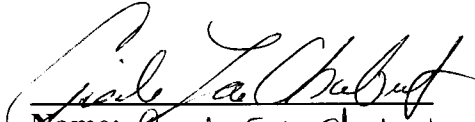
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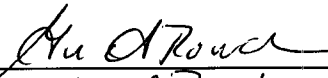
IN WITNESS WHEREOF, the undersigned, as authorized signatories of RIC and C&D respectively, have hereunto set their hand and seal the date and year first above written.

WITNESS:

ROCK-IDI CRANBURY LLC

By: Rock-Miramar, Inc.,
its manager


Name: Grisele F. de Chabert

By: 
Name: Guen A. Rouch
Title: Vice President

WITNESS

CHURCH & DWIGHT CO., INC.

Name:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned, as authorized signatories of RIC and C&D respectively, have hereunto set their hand and seal the date and year first above written.

WITNESS:

ROCK-IDI CRANBURY LLC

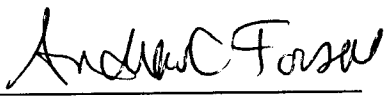
By: Rock-Miramar, Inc.,
its manager

Name:

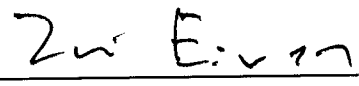
By: _____
Name:
Title:

WITNESS

CHURCH & DWIGHT CO., INC.



Name: Andrew C. Forsell

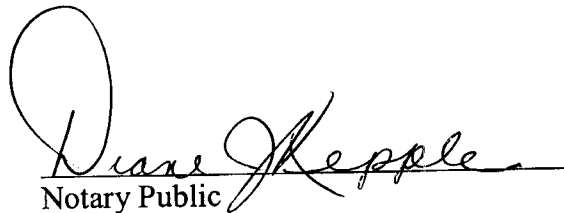
By: 

Name: Zvi Eiref
Title: Chief Financial Officer

STATE OF NEW YORK :
SS:
COUNTY OF New York :

I CERTIFY that on August 3, 2005, On the _____ day of _____, 2005,

before me, the undersigned, a Notary Public in and for said State, personally appeared Gwen A. Rowden, known to me on the basis of satisfactory evidence to be the Vice President of Rock-Miramar, Inc., the manager of Rock-IDI Cranbury LLC, a Delaware limited liability company, one of the Declarants named in the within instrument, and thereupon, ~~he~~ she acknowledged that ~~he~~ she signed, sealed and delivered same as ~~his~~ her act and deed and as the act and deed of the limited liability company, for the purposes herein expressed.


Notary Public

DIANE J. KEPPLE
Notary Public, State of New York
No. 01KE5026035
Qualified in Kings County
Commission Expires April 11, 2006

STATE OF NEW JERSEY :
SS:
COUNTY OF _____ :

I CERTIFY that on _____, 2005, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared _____, _____ of Church & Dwight Co., Inc., a Delaware corporation, one of the Declarants named in the within instrument, and thereupon, he/she acknowledged that he/she signed, sealed and delivered same as his/her act and deed and as the act and deed of the corporation, for the purposes herein expressed.

Name:
Attorney at Law of New Jersey


STATE OF NEW JERSEY :
SS:
COUNTY OF _____ :

I CERTIFY that on _____, 2005, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared _____, the _____ of Rock-Miramar, Inc., the manager of Rock-IDI Cranbury LLC, a Delaware limited liability company, one of the Declarants named in the within instrument, and thereupon, he/she acknowledged that he/she signed, sealed and delivered same as his/her act and deed and as the act and deed of the limited liability company, for the purposes herein expressed.

Name:
Attorney at Law of New Jersey

STATE OF NEW JERSEY :
SS:
COUNTY OF MERCER :

I CERTIFY that on August 8, 2005, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared Zvi Eiref, Chief Financial Officer of Church & Dwight Co., Inc., a Delaware corporation, one of the Declarants named in the within instrument, and thereupon, he/she acknowledged that he/she signed, sealed and delivered same as his/her act and deed and as the act and deed of the corporation, for the purposes herein expressed.



Name: Andrew C. Forsell
Attorney at Law of New Jersey

LIST OF EXHIBITS

EXHIBIT A	Metes and Bounds Descriptions of Lots
EXHIBIT B	Filed Map
EXHIBIT C	Association By-Laws
EXHIBIT D	List of Common Areas
EXHIBIT E	Common Area Site Map
EXHIBIT F	Rules and Regulations

EXHIBIT A

METES AND BOUNDS DESCRIPTIONS OF LOTS

[ATTACHED]

**DESCRIPTION
BLOCK 8, LOT 1.01**

RIC PARCEL

**CRANBURY MIDDLE CAMPUS
TOWNSHIP OF CRANBURY, MIDDLESEX COUNTY, NEW JERSEY**

Beginning at the intersection of the westerly line of Block 11 Lot 9 and the proposed southerly line of Half Acre Road (width varies); thence

- 1) South $34^{\circ}15'36''$ West, a distance of 2620.44 feet to a point; thence
- 2) North $55^{\circ}44'24''$ West, a distance of 351.29 feet to a point; thence
- 3) North $34^{\circ}45'14''$ East, a distance of 776.77 feet to a point; thence
- 4) North $55^{\circ}39'44''$ West, a distance of 712.93 feet to a point; thence
- 5) South $86^{\circ}13'50''$ West, a distance of 106.63 feet to a point; thence
- 6) North $03^{\circ}46'10''$ West, a distance of 65.85 feet to a point; thence
- 7) North $61^{\circ}18'17''$ West, a distance of 110.07 feet to a point; thence
- 8) North $71^{\circ}37'05''$ West, a distance of 487.98 feet to a point on the easterly line of the New Jersey Turnpike; thence
- 9) Along said easterly line of the New Jersey Turnpike, North $18^{\circ}22'55''$ East, a distance of 530.21 feet to the intersection of said easterly line of the New Jersey Turnpike and the proposed southerly line of Half Acre Road (width varies); thence
- 10) Along said proposed southerly line of Half Acre Road, North $86^{\circ}13'50''$ East, a distance of 2419.79 feet to the Point of Beginning.

Encompassing an area of 55.046 acres, more or less.

This description is prepared in accordance with a plan titled "Major Subdivision Plan" prepared by Langan Engineering and Environmental Services, Inc. Elmwood Park, New Jersey, Langan Project No. 1794301, dated 18 June 2004, last revised 9 July 2004, Drawing No. 05.01.

**DESCRIPTION
BLOCK 8, LOT 1.02**

C&D CARTER BUILDING LOT

**CRANBURY MIDDLE CAMPUS
TOWNSHIP OF CRANBURY, MIDDLESEX COUNTY, NEW JERSEY**

Beginning at a point on the easterly line of the New Jersey Turnpike, said point being a distant North 18°22'55" East 530.21 feet from the intersection of said easterly line of the New Jersey Turnpike and the proposed southerly line of Half Acre Road (width varies); thence

- 1) South 71°37'05" East, a distance of 487.98 feet to a point; thence
- 2) South 61°18'17" East, a distance of 110.07 feet to a point; thence
- 3) South 03°46'10" East, a distance of 65.85 feet to a point; thence
- 4) South 34°15'36" West, a distance of 712.02 feet to a point; thence
- 5) North 55°44'24" West, a distance of 443.20 feet to a point on the easterly line of the New Jersey Turnpike; thence
- 6) Along said easterly line of the New Jersey Turnpike, North 18°22'55" East, a distance of 644.29 feet to the Point of Beginning.

Encompassing an area of 8.738 acres, more or less.

This description is prepared in accordance with a plan titled "Major Subdivision Plan" prepared by Langan Engineering and Environmental Services, Inc. Elmwood Park, New Jersey, Langan Project No. 1794301, dated 18 June 2004, last revised 9 July 2004, Drawing No. 05.01.

**DESCRIPTION
BLOCK 8, LOT 1.03**

C&D WAREHOUSE BUILDING LOT

**CRANBURY MIDDLE CAMPUS
TOWNSHIP OF CRANBURY, MIDDLESEX COUNTY, NEW JERSEY**

Commencing at intersection of the westerly line of Block 11 Lot 9 and the proposed southerly line of Half Acre Road (width varies); thence

- a) South 34° 15' 36" West, a distance of 2620.44 feet to a point; thence
- b) North 55° 44' 24" West, a distance of 351.29 feet to the Point of Beginning; thence
- 1) North 55° 44' 24" West, a distance of 790.23 feet to a point; thence
- 2) North 34° 15' 36" East, a distance of 712.02 feet to a point; thence
- 3) North 86° 13' 50" East, a distance of 106.63 feet to a point; thence
- 4) South 55° 39' 44" East, a distance of 712.93 feet to a point; thence
- 5) South 34° 45' 14" West, a distance of 776.77 feet to the Point of Beginning.

Encompassing an area of 14.097 acres, more or less.

This description is prepared in accordance with a plan titled "Major Subdivision Plan" prepared by Langan Engineering and Environmental Services, Inc. Elmwood Park, New Jersey, Langan Project No. 1794301, dated 18 June 2004, last revised 9 July 2004, Drawing No. 05.01.

**DESCRIPTION
BLOCK 8, LOT 1.04**

C&D SOUTHERN PARCEL

**CRANBURY MIDDLE CAMPUS
TOWNSHIP OF CRANBURY, MIDDLESEX COUNTY, NEW JERSEY**

Beginning at a point on the easterly line of the New Jersey Turnpike, said point being a distant North 18°22'55" East 1174.50 feet; thence

- 1) South 55°44'24" East, a distance of 1584.72 feet to a point on the westerly line of Block 11 Lot 9; thence
- 2) Along said westerly line of Block 11 Lot 9, South 34°15'36" West, a distance of 449.72 feet to a point; thence
- 3) North 55°44'24" West, a distance of 158.40 feet to a point; thence
- 4) South 34°15'36" West, a distance of 232.32 feet to a point; thence
- 5) South 55°44'24" East, a distance of 143.66 feet to a point; thence
- 6) South 86°59'09" West, a distance of 73.23 feet to a point; thence
- 7) South 65°25'19" West, a distance of 76.18 feet to a point; thence
- 8) South 01°17'01" East, a distance of 12.50 feet to a point; thence
- 9) South 52°15'34" West, a distance of 46.13 feet to a point; thence
- 10) North 89°05'41" West, a distance of 924.83 feet to a point; thence
- 11) North 86°35'11" West, a distance of 287.27 feet to a point; thence
- 12) North 63°40'41" West, a distance of 18.56 feet to a point on the easterly line of the New Jersey Turnpike; thence
- 13) Along said easterly line of the New Jersey Turnpike, North 18°22'55" East, a distance of 1563.62 feet to the Point of Beginning.

Encompassing an area of 36.760 acres, more or less.

This description is prepared in accordance with a plan titled "Major Subdivision Plan" prepared by Langan Engineering and Environmental Services, Inc. Elmwood Park, New Jersey, Langan Project No. 1794301, dated 18 June 2004, last revised 9 July 2004, Drawing No. 05.01.

**DESCRIPTION
BLOCK 8, LOT 2**

C&D SOUTHEASTERN PARCEL

**CRANBURY MIDDLE CAMPUS
TOWNSHIP OF CRANBURY, MIDDLESEX COUNTY, NEW JERSEY**

Based on the Maser Survey Sheet 6 of 7 dated 26 September 2001 last revised 9 November 2001

Block 8, Lot 2

Commencing at the intersection of the southerly line of Half-Acre Road, the easterly line of Block 8, Lot 1.01 and the westerly line of Block 11, Lot 9 (Conrail) and running the following course to the Point of Beginning:

a) Along said dividing line of Block 8, Lots 1.01 and 1.04 and Block 11, Lot 9 South 34d15'36" West 3,099.36 feet to the Point of Beginning and running thence;

1. North 55d44'24" West 158.40 feet to a point; thence,
2. South 34d15'36" West 232.32 feet to a point; thence,
3. South 55d44'24" East 143.66 feet to a point; thence,
4. South 55d44'24" East 14.74 feet to a point; thence,
5. North 34d15'36" East 232.32 to the Point of Beginning.

Lot Area 36,799.5 square feet, or 0.844 Acres.

EXHIBIT B

FILED MAP

[ATTACHED]

EXHIBIT C

BYLAWS

OF

RGFTZ/8A II ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is **RGFTZ/8A II ASSOCIATION, INC.**, hereinafter referred to as the "**Association**". The principal office of the Association shall be located at c/o Rock-IDI Cranbury LLC ("**RIC**"), 500 International Drive, Suite 345, Mt. Olive, New Jersey 07828. Meetings of the Trustees may be held at the principal office of RIC or at such other places within the State of New Jersey, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Except as otherwise provided herein, all definitions set forth in the Declaration of Covenants, Conditions, and Easements attached hereto (as amended from time to time, the "**Declaration**") are incorporated herein as if fully set forth herein.

ARTICLE III

BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE:

Section 1. Number and Voting Rights. The affairs of this Association shall be managed by a Board of Trustees which is comprised of five (5) Trustees. Each Owner of a Lot shall be entitled to appoint one (1) Trustee for each Lot owned by the Owner. Each Trustee shall be entitled to cast the number of votes equal to the number of votes held by its appointing Owner

for the Lot with respect to which the Trustee was appointed. For each Lot owned by an Owner, the Owner shall have a number of votes equal to the percentage of the total Assessments for Common Area Expenses allocated to such Owner with respect to the Lot (as determined in accordance with the provisions of Article V, Section 6(a) of the Declaration) multiplied by 100 and rounded to the nearest whole number. In the event the number of Lots within the Project increases to more than five (5), then the number of Trustees shall be increased by one (1) Trustee per each additional Lot and the number of each Trustee's votes shall be adjusted accordingly. Likewise, if the number of Lots in the Project decreases, then the number of Trustees shall be decreased by one (1) Trustee for each eliminated Lot and the number of each Trustee's votes shall be adjusted accordingly. The Trustees need not be Owners of Lots themselves. Notwithstanding anything to the contrary provided herein, it is hereby acknowledged and agreed that if the Owner of a Lot is not allocated any responsibility for Common Area Expenses with respect to such Lot (as determined in accordance with the provisions of Article V, Section 6(a) of the Declaration), then such Owner and the Trustee appointed by such Owner for such Lot shall not be entitled to a vote.

Section 2. Term of Office. Each Trustee shall serve until the Trustee resigns or is removed or replaced in accordance with the terms hereof.

Section 3. Removal; Suspension. Any Trustee may be removed from the Board with cause by a majority of the Trustees. In the event of death, resignation or removal of a Trustee, his or her successor shall be selected by the Owner of the Lot which said Trustee represents. In the event an Owner conveys title to its Lot, then the term of such Owner's appointed Trustee shall automatically terminate. If the Owner of any Lot is more than forty-five (45) days delinquent in the payment of any amount due to the Association pursuant to the

Declaration and the Association has provided written notice to the delinquent Owner which informs the Owner that its Trustee will be suspended if the delinquent amounts are not paid-in-full within the later of (i) ten (10) business days after the date of the letter or (ii) forty-five (45) days after the date the delinquent payment was due, the Trustee representing that Owner's Lot shall be suspended until the delinquency is paid-in-full and the other Trustees may select a replacement for the suspended Trustee to serve during the pendency of the suspension. If an Owner disputes any amount claimed by the Association to be due hereunder, the Owner shall pay the amount claimed due by the Association but may do so under protest and reserve the right to make a claim for the return of the disputed amount.

Section 4. Compensation. No Trustee shall receive compensation for any service he may render to the Association.

ARTICLE IV

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. The first annual meeting of the Trustees shall be held within sixty (60) days after the filing of the Declaration. Subsequent regular meetings of the Trustees shall be held annually.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not fewer than three (3) days prior notice to each Trustee.

Section 3. Notice of Meetings. Written notice of each regular or special meeting of the Trustees shall be given by, or at the direction of, the Secretary of the Association or any other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Trustee entitled to vote thereat, addressed to the

Trustee's address last appearing on the books of the Association, or supplied by such Trustee to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Regular and special meetings may take place via teleconference or other telephonic or electronic means rather than in person. If a meeting is to take by such means the notice of a meeting shall specify the dial-in or other instructions for the telephonic or electronic meeting and the day and hour of the meeting.

Section 4. Quorum. Trustees holding greater than fifty percent (50%) of the aggregate votes of all Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the aggregate votes of the Trustees present at a duly held meeting (including a telephonic or electronic meeting) at which a quorum is present shall be regarded as an act of the Board.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to authorize any action in the absence of a meeting of the Trustees which could be authorized at a meeting of the Trustees by obtaining the unanimous written approval of all Trustees with a vote. Any action so authorized shall be memorialized in writing and shall have the same effect as if authorized at a meeting of the Trustees.

Section 6. Proxies. At all Board of Trustee's meetings, each Trustee may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Lot.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have the power to:

(a) adopt, publish and amend the rules and regulations governing the ownership and maintenance of the Common Areas including Association Property, the personal conduct of the Owners and their guests thereon; and the penalties for any infraction thereto;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Incorporation or the Declaration, including the enforcement of the Declaration and the rules and regulations established by the Board;

(c) employ a manager, an independent contractor or such other employees or consultants as they deem necessary, and to prescribe their duties and further to contract with any person, firm or corporation upon such terms as it deems proper for the maintenance of the Common Areas including Association Property. Nothing herein shall preclude the Association from engaging RIC or any of RIC's affiliates for the provision of management or other services. Until such time as RIC has sold all of its Lots to unaffiliated third parties, the Association shall retain RIC or RIC's designee to be the manager of the Project and the Common Areas and RIC or its designee shall be paid a market fee for such service;

(d) take all reasonable action necessary to maintain, operate, preserve, improve and manage the Common Areas including Association Property; and

(e) borrow, mortgage, lease to improve, preserve, maintain and manage the Common Areas including Association Property.

Section 2. No Adverse Impact. The Board of Trustees shall take no action which would have an Adverse Impact.

Section 3. Duties. It shall be the duty of the Board of Trustees of the Association to:

- (a) cause to be kept a complete record of all its acts and corporate affairs;
- (b) supervise all officers, agents, employees, and consultants of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the Annual Assessment against each Lot on an annual basis and modify, as necessary throughout the year, the Annual Assessment, and;
 - (2) send written notice of the Annual Assessment or any modification thereof to every Owner.
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain liability and hazard insurance on the Property owned by the Association in the minimum amounts and upon the minimum terms required by the Declaration;
- (f) cause all officers or employees having fiscal responsibilities to be bonded or retain fidelity insurance, as it may deem appropriate;

(g) cause the Common Areas including Association Easements areas to be maintained (i) in accordance with the Declaration and these Bylaws, the requirements and ordinances of Cranbury Township and the Planning Board, and the requirements of applicable statutes of the State of New Jersey;

(h) dedicate the Pump House, Sewer Force Main and Traffic Lights to the Township of Cranbury or other public authority if so required by a public authority; and

(i) dedicate the Electric Substation to an electric company or other public authority as may be required by a public authority.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President who shall be a member of the Board of Trustees, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of the Officers of this Association shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or be declared otherwise disqualified to serve, or if such officer's term as a Trustee shall sooner expire.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect upon the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by an appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments which the Association has authority to execute.

SECRETARY

(b) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it upon any papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

TREASURER

(c) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association, including all Assessments, and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of the Association's accounts; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and shall deliver a copy of same to each of the Members.

ARTICLE VII

COMMITTEES

The Board of Trustees shall appoint committees, as the Board deems appropriate in carrying out its purposes.

ARTICLE VIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Certificate of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: RGFTZ/8A II ASSOCIATION, INC.

ARTICLE X
AMENDMENTS

Section 1. These Bylaws may be amended, while RIC retains title to at least one (1) Lot, by RIC with the written consent of not less than seventy percent (70%) of the aggregate votes of the Trustees serving on the Board of Trustees. Once RIC has conveyed title to all of the Lots it owns to third party purchasers, then these Bylaws, except for the 70% voting requirement contained herein, which can only be amended with the unanimous consent of all Trustees with a vote, may be amended with the written consent of not less than seventy percent (70%) of the aggregate votes of the Trustees serving on the Board of Trustees. No such amendment, modification or supplement shall be operative or effective until it is embodied in a recorded instrument executed (a) by RIC, while RIC owns at least one Lot, and (b) by all Members. Notwithstanding anything to the contrary provided herein, any amendments, modifications or supplements to the provisions of Article IV, Sections 1 and 2 or Article V, Section 6 of the Declaration or to Article III of these By-laws shall require the unanimous consent of all Trustees with a vote and no such amendment, modification or supplement shall be effective unless and until it is embodied in an instrument executed by all Trustees with a vote.

Section 2. In the event of a conflict between the Certificate of Incorporation and these Bylaws, the Certificate shall control; and in case of a conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XI

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

END

EXHIBIT D

COMMON AREAS

ASSOCIATION OWNS AND MAINTAINS	ASSOCIATION MAINTAINS, BUT LOT OWNERS OWN
1. Project Signs and Landscaping (entrance and directional and associated landscaping) As shown on the Common Area Site Map (Exhibit E) and in the future, including cleaning, repainting, repairing or replacing, as necessary, and lawn and planting maintenance.	1. Access Road Including snow removal, cleaning, repairs, and resurfacing.
2. Electrical Substation Including related lines, facilities, switch gears, fencing, screening, maintenance and repairs unless and until RIC or the Association dedicates the Electrical Substation to an electric company or public authority and such dedication is accepted.	2. Access Road Lights Including maintenance, repair and replacement, as necessary, of poles, base, and lights. The electric charges will be separately metered and billed by the electric company to the Association.
3. Pump House Including related facilities and maintenance and repair of the Pump House and related facilities and maintenance and repair to insure that the pump and related equipment operates unless and until RIC or the Association dedicates the Pump House to a public authority and such dedication is accepted.	3. Detention Basins Including cleaning, landscaping and mowing. There are 5 basins currently shown on the Preliminary Subdivision Plan approved by the Planning Board and also shown on the Common Area Site Map (Exhibit E) located on Lots 1.01, 1.02, 1.03 and 1.04.
4. Sewer Force Main From the Pump House to Cranbury's gravity sewer main unless and until RIC or the Association dedicates the forced sewer main to a public authority and such dedication is accepted.	4. Walking Paths Including maintenance, repair and replacement (but excluding snow removal)

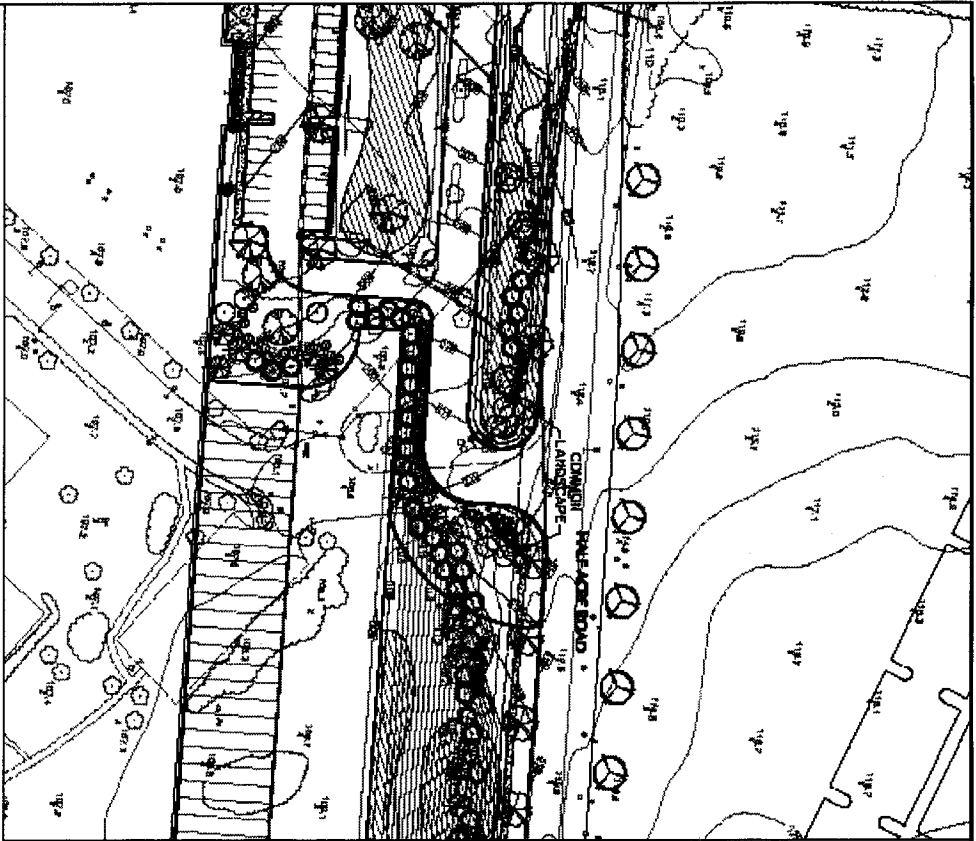
<p>5. Traffic Lights</p> <p>As shown on the Common Area Site Map (Exhibit E) two (2) traffic lights on Access Road, if not assumed by Township of Cranbury unless and until RIC or the Association dedicates the traffic lights to a public authority and such dedication is accepted.</p>	
<p>6. Association Easements</p>	

EXHIBIT E

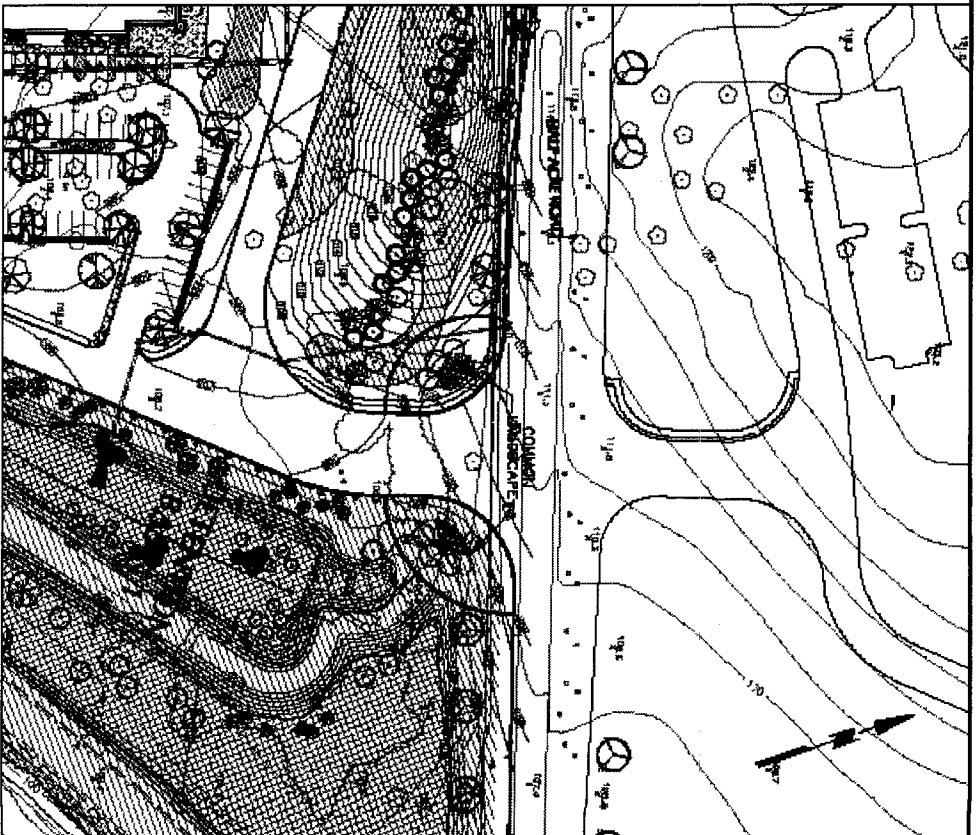
COMMON AREA SITE MAP

[TWO PAGES ATTACHED]





WEST ENTRANCE



EAST ENTRANCE

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EXHIBIT F

RULES AND REGULATIONS

ROCKEFELLER GROUP FOREIGN TRADE ZONE/8A II CRANBURY, NEW JERSEY

PROJECT RULES AND REGULATIONS

1. DEFINITIONS:
"Project" – Rockefeller Group Foreign Trade Zone/8A II, Cranbury, NJ
"Project Company" - a company that owns a building or is an occupant of space within a building at the Project
"Project Operator" – Rock-IDI Cranbury LLC, an affiliate, or an assignee
2. Vehicles of Project Company employees or their agents, invitees, and/or licensees shall be operated in such a manner as to comply with all Project driving and parking regulations. This shall include, but is not limited to, posted speed limits, stop and yield signs, and parking areas designated as parking for the handicapped and no parking in fire lanes, near fire hydrants and in other restricted areas. The Project Operator may report to the appropriate Project Company management any person found to be in violation of these regulations.
3. Walkers and joggers, maximum of two abreast, must move against vehicular traffic (except where there are sidewalks) and stay close to the road's edge.
4. Bikers must move with vehicular traffic flow in single file and stay close to the road's edge.
5. Jogging and biking are prohibited on sidewalks and the Walking Paths.
6. Roller-blading is prohibited on sidewalks, the Walking Paths or on the Access Road.
7. Canvassing, soliciting, and peddling anywhere on the Project is prohibited, except with prior Project Company authorization and/or approval and only at said Project Company, and Project Companies shall cooperate to prevent violation of this rule. The Project Operator reserves the right to deny entrance to the Project or to remove any person or persons from the Project in any case in which the conduct of such person or persons involves a hazard or nuisance to any Project occupant or to the public, or in the event of a fire, riot, civil commotion, or similar disturbance or other emergency involving risk to the Project buildings, Project occupants, or the general public.

8. A Project Company shall notify the Project Operator if it comes to its attention that any unauthorized person is soliciting from or causing annoyance to its employees, agents, invitees, or licensees.
9. Project Operator shall not be responsible to Project Companies, their employees, agents, invitees, or licensees for the loss of money, jewelry, or other personal property from any individual within any Project Company or at the Project generally.
10. No Project Company shall use or operate, outside its building, any electrical loud speaker system, or other sound system, except in compliance with legal noise requirements.
11. No Project Company shall cause or permit any objectionable odors to emanate from its premises.
12. No Project Company shall permit any portion of its Lot to be occupied as, by, or for any of the following which is open to the public (a) stenographer or typist, (b) barber shop, (c) shoe shop, (d) beauty or manicuring shop, (e) employment agency, (f) restaurant or bar, (g) commercial document reproduction or offset printing service, (h) vending machines, (i) retail, wholesale, or discount shop for sale of merchandise, (j) retail service shop, (k) labor union, (l) school or classroom, (m) governmental or quasi-governmental bureau, department or agency, including an autonomous governmental corporation, (n) finance (personal loan) business, or (o) heavy manufacturing, however, light manufacturing shall be permitted in the Project provided no owner, tenant or occupant of any portion of the Lots in the Project shall use in connection with said light manufacturing activities, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant, contaminant, petroleum, asbestos, or polychlorinated biphenyls, (collectively, "Contaminants"), as defined or referred to in any federal, state, county and municipal environmental law, rule, regulation, order, directive or requirement, currently or hereafter existing (collectively, "Environmental Laws"), in violation of applicable law. The above activities/services may be permitted by a Project Company on its premises for the sole use of its building's occupants.
13. No flammable, combustible, or explosive fluid, chemical, or substance shall be brought into or kept upon the Project in violation of applicable law.
14. No birds, animals, or pets of any type, with the exception of guide dogs accompanying visually impaired persons or dogs trained for wildlife control or emergency search and rescue, shall be brought into or kept in or about the Project.
15. No firearms or other weapons are allowed on the Project.
16. No hunting or fishing is permitted on the Project.
17. Except for pictures (including still photographs, moving pictures, films and videos) taken of a Project Company's own property taken on the Project Company's own property,

pictures may not be taken of any aspect of the Project without the Project Operator and owner's (of the property to be photographed/filmed) prior approval.

18. No illegal drugs are permitted on Project. Alcohol may be brought into or used in a Project Company premises consistent with Project Company's policies on alcohol, and only with the approval of that Project Company's management.