THE SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION NO. 2012-5

RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSET AND CAPACITY AGREEMENT, BY AND AMONG THE SALEM COUNTY IMPROVEMENT AUTHORITY, THE GLOUCESTER COUNTY UTILITIES AUTHORITY AND E.I. DUPONT DE NEMOURS AND COMPANY, IN CONNECTION WITH THE GLOUCESTER-SALEM REGIONAL WASTEWATER TREATMENT PROJECT

WHEREAS, The Salem County Improvement Authority ("SCIA") and The Gloucester County Utilities Authority ("GCUA" and together with the SCIA, the "Authorities") and E.I. DuPont De Nemours and Company, Inc. ("DuPont" and together with the SCIA and the GCUA, the "Parties") have heretofore entered into a Memorandum of Understanding, dated December 21, 2009, as amended on April 5, 2010, June 28, 2010, September 7, 2010, January 3, 2011, and April 25, 2011, respectively (as amended to date, the "MOU") in connection with the proposed creation of a public/private partnership between such Parties related to the construction and financing of the Gloucester-Salem Regional Wastewater Treatment Project ("Project") to be located upon the DuPont Chambers Works site located in Deepwater, Salem County, New Jersey ("DuPont Plant"); and

WHEREAS, pursuant to the terms and provisions of the MOU, the Parties have reached a preliminary understanding as to the fundamental concepts of the Project, which include, among other things: (i) the purchase of certain wastewater treatment assets by the Authorities from DuPont; (ii) the lease of certain real property by the Authorities from DuPont; and (iii) the utilization by the Authorities of certain wastewater outfall capacity at the DuPont Plant, all in support of the construction, operation and financing of the Gloucester-Salem Regional Sewer Plant; and

WHEREAS, since the execution of the MOU, the Parties have actively engaged in negotiations with regard to the undertaking of the Project but have encountered delays related to the financing of the Project; and

WHEREAS, as a result of such delays, the Parties will not be able to consummate the transactions contemplated by the MOU within the timeframe established thereby and do not expect to be able to commence any of the transactions contemplated by the MOU in the immediate future; and

WHEREAS, in order to facilitate and preserve the operation and management of the assets that presently exist at the DuPont Plant that will ultimately be utilized by the Authorities in connection with the Project (collectively, the "Assets"), the Parties have preliminary agreed to
execute and deliver that certain Asset and Capacity Agreement, by and between the SCIA, the GCUA and DuPont, a copy of which is attached hereto as Exhibit "A" ("Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the Parties shall, subject to certain conditions, and when funding conditions related to the financing of the Project allow, resume good faith negotiations toward finalizing all agreements required to effectuate the future purchase of the Assets, the construction and operation of the Project on certain land to be leased by the SCIA and the GCUA from DuPont utilizing such Assets, and the joint use by DuPont, the SCIA and the GCUA of an effluent outfall system and effluent diffuser to be constructed by DuPont; and

WHEREAS, the SCIA has heretofore reviewed the Agreement and is now desirous of authorizing the execution and delivery of such Agreement and authorizing certain other action necessary or desirable in connection therewith.

NOW THEREFORE, BE IT RESOLVED BY THE SALEM COUNTY IMPROVEMENT AUTHORITY AND THE MEMBERS THEREOF, AS follows:

Section 1. The execution and delivery of the Agreement, substantially in the form attached hereto as Exhibit "A", by the SCIA is hereby authorized and approved, with such changes as shall be deemed necessary or advisable by the SCIA in consultation with its general counsel, bond counsel and other professional advisors prior to the final execution thereof.

Section 2. The Chairman, Vice-Chairman and Executive Director of the SCIA are hereby severally authorized to execute the Agreement on behalf of the SCIA. The Secretary of the SCIA is hereby authorized to attest said signature and to affix the SCIA's seal upon the same. The execution of the Agreement by the Chairman, Vice-Chairman, Executive Director and Secretary of the GCUA shall conclusively evidence the SCIA's approval of the terms thereof and no further ratification or other action by the SCIA shall be required with respect thereto.

Section 3. The Chairman, Vice-Chairman and Executive Director of the SCIA are hereby authorized and directed to determine all matters and execute any and all documents and instruments in connection with the Agreement, and the signature of the Chairman, Vice-Chairman and Executive Director of the SCIA on such documents or instruments shall be conclusive as to such determinations.

Section 4. All actions heretofore taken and documents prepared or executed by or on behalf of the SCIA by the Chairman, Vice-Chairman, Executive Director, Secretary, other SCIA officers and officials or by the SCIA's professional advisors, in connection with the Agreement described herein are hereby ratified, confirmed, approved and adopted.

Section 5. None of the members, officers or officials of the SCIA shall be liable personally on the Agreement by the execution thereof.

Section 6. This Resolution shall take effect immediately upon adoption this 27th day of May, 2012.
## Recorded Vote

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The foregoing is a true copy of a resolution adopted by the Board of Commissioners of The Salem County Improvement Authority on **May 29, 2012**, at Salem City, New Jersey.

THE SALEM COUNTY IMPROVEMENT AUTHORITY

[Signature]

DEBORAH TURNER-FOX,
Executive Director

[Seal]
ASSET AND CAPACITY AGREEMENT

BY AND AMONG

E. I. DU PONT DE NEMOURS AND COMPANY

AND

THE GLOUCESTER COUNTY UTILITIES AUTHORITY

AND

THE SALEM COUNTY IMPROVEMENT AUTHORITY

May 29, 2012
ASSET AND CAPACITY AGREEMENT

THIS ASSET AND CAPACITY AGREEMENT (this "Agreement"), dated ________, 2012 (the "Effective Date"), is made and entered into by and among The Gloucester County Utilities Authority and The Salem County Improvement Authority (together, the "Authorities" or the "Buyer"), each a public body politic and corporate constituting political subdivisions of the State of New Jersey, and E. I. du Pont de Nemours and Company, a Delaware corporation ("DuPont" or the "Seller"). Buyer and Seller are referred to individually herein as a "Party" and are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, DuPont is the owner of certain property located in Deepwater, Salem County, New Jersey, known more commonly as the DuPont Chambers Works facility ("the "Property"); and

WHEREAS, the Parties entered into a Memorandum of Understanding, dated December 21, 2009, as amended on April 5, 2010, June 28, 2010, September 7, 2010, January 3, 2011, and April 25, 2011, respectively (as amended to date, the "MOU"), in connection with the proposed creation of a public/private partnership between the Authorities and DuPont related to the construction and financing of a new publicly owned municipal waste water treatment facility (the "Gloucester-Salem Regional Sewer Plant") at the existing DuPont Chambers Works waste water treatment plant (the "DuPont Plant") located on the Property (collectively, the "Project"); and

WHEREAS, pursuant to the terms and provisions of the MOU, the Parties have reached a preliminary understanding as to the fundamental concepts of the Project, which include, among other things: (i) the purchase of certain wastewater treatment assets by the Authorities from DuPont; (ii) the lease of certain real property by the Authorities from DuPont; and (iii) the utilization by the Authorities of certain wastewater outfall capacity at the DuPont Plant, all in support of the construction, operation and financing of the Gloucester-Salem Regional Sewer Plant; and

WHEREAS, since the execution of the MOU, the Parties have actively engaged in negotiations with regard to the undertaking of the Project but have encountered delays related to the financing of the Project; and

WHEREAS, as a result of such delays, the Parties will not be able to consummate the transactions contemplated by the MOU within the timeframe established thereby and do not expect to be able to commence any of the transactions contemplated by the MOU in the immediate future; and

WHEREAS, notwithstanding the foregoing, the Parties expect to undertake and complete the Project within the next 1 – 5 calendar years; and

WHEREAS, the Parties agree that this Agreement will facilitate the Parties, during the Option Term, to manage the assets and operations as agreed and resume, subject to certain conditions, good faith negotiations toward finalizing all agreements required to effectuate the
future purchase of certain assets, the construction and operation on land leased by the Authorities from DuPont of the DuPont Plant utilizing those physical assets, and the joint use by DuPont and the Authorities of an effluent outfall system and effluent diffuser to be constructed by DuPont.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties hereto and for the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 In addition to those terms defined in the preambles of this Agreement, for the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Exercise Date" shall mean the date upon which the Authorities exercise the Option in accordance with Section 2.3 hereof;

(b) "Option" shall mean the exclusive exercisable right of the Authorities at any time during the Option Term to resume good faith negotiations toward finalizing all agreements required to effectuate the future purchase of certain assets, the construction and operation on land leased by the Authorities from DuPont of the DuPont Plant utilizing those physical assets, and the joint use by DuPont and the Authorities of an effluent outfall system and effluent diffuser to be constructed by DuPont, all as more particularly set forth in Section 2.1 hereof;

(c) "Option Payment" shall mean the payment by the Authorities to DuPont for reservation of the Option as set forth in Section 2.2 hereof;

(d) "Option Term" shall mean that period of time commencing on the Effective Date hereof and ending at midnight on the date which is twelve months following the Effective Date; however, the Parties agree that the Option Term may be extended for four (4) additional 1-year extensions upon 90 days written notice prior to the end of the current Option Term and upon written consent of all Parties.

ARTICLE II
OPTION FOR PURCHASE OF ASSETS, LEASE OF LAND AND USE OF OUTFALL CAPACITY

2.1 Option.

(a) For and in consideration of the Option Payment by the Authorities to DuPont as set forth herein, DuPont does hereby agree to reserve the Option as set forth herein for the Option Term, including any valid extensions of the Option Term pursuant to Section 1.1(d) hereinabove. The Option shall consist of the exclusive exercisable right of the Authorities to:

(i) purchase those certain assets of DuPont ("Assets") as more particularly described and set forth in Exhibit "A" attached hereto and incorporated herein, as
such Exhibit "A" and the assets described therein may be amended, substituted and revised from
time to time with the written consent of the Parties hereto;

(ii) lease certain real property owned or controlled by DuPont
("Leased Premises") as more particularly described and set forth in Exhibit "B" attached hereto
and incorporated herein, as such Exhibit "B" and the real property described therein may be
amended from time to time with the written consent of the Parties hereto; and

(iii) utilize the equivalent of not more than Fifteen Million
(15,000,000) gallons per day of permitted wastewater outfall capacity ("Capacity") at the DuPont
Plant.

(b) During the Option Term, DuPont agrees to forebear from selling, granting,
encumbering, offering for sale, conveying, transferring, gifting, or otherwise disposing of or
utilizing the Assets, Lease Premises or Capacity in any manner which would prejudice the
Authorities’ right to Close under the Project Agreements (as hereinafter defined).

(c) During the Option Term, DuPont agrees to conduct normal maintenance
on the Assets in their present “as is” condition, normal wear and tear excepted. Notwithstanding
the foregoing, DuPont shall have no obligation or liability to repair any failure, damage or
destruction to any portion of the Assets which occurs during the Option Term. DuPont agrees to
provide written notice to the Authorities no later than fourteen (14) days following the
occurrence of any major failure, damage or destruction to any portion of the Assets which
renders the Assets commercially or functionally unusable for purposes of the Project.

2.2 Option Payment. The Authorities agree to pay DuPont the yearly sum of
Ten ($10.00) Dollars for the right to exercise the Option set forth in Section 2.1 above ("Option
Price"). The Option Price is deemed final and agreed upon between the Parties. DuPont further
agrees that it will not increase the Option Price during the Option Term. The Option Payment
shall be made in yearly installments and shall be received by the Seller on the Effective Date in
year one and, thereafter, on or before each one year anniversary following the Effective Date.
All Option Payments shall be applied to the calendar year in which the payment is due.

2.3 Exercise of Option.

(a) If no Buyer Event of Default (as hereinafter defined) has occurred, the
Authorities may exercise the Option at any time during the Option Term by giving written notice
thereof ("Notice") to DuPont that they desire to exercise such Option and resume good faith
negotiations toward finalizing all agreements required to effectuate the future purchase of certain
assets, the construction and operation on land leased by the Authorities from DuPont of the
DuPont Plant utilizing those physical assets, and the joint use by DuPont and the Authorities of
an effluent outfall system and effluent diffuser to be constructed by DuPont.

(b) The Notice shall include, in addition to the affirmative representations of
the Authorities desire to exercise the Option and to resume good faith negotiations as set forth in
Section 2.3(a) above, evidence reasonably satisfactory to DuPont of funding made available to
the Authorities, and/or to be made available to the Authorities prior to the expected date of
Closing, in the form of, among other things, grants, loans, bond, note or other debt obligation
proceeds, lease proceeds, debt instrument proceeds, equity contributions, public/private financing mechanisms, or other available funding sources, or any combination thereof, to pay all or a substantial portion of the costs of the Project.

(c) Within thirty (30) days of receipt of the Notice from the Authorities, DuPont shall provide the Authorities with a written response ("DuPont Confirmation") confirming its intention and ability to resume good faith negotiations toward finalizing all agreements required to effectuate the future purchase of certain assets, the construction and operation on land leased by the Authorities from DuPont of the DuPont Plant utilizing those physical assets, and the joint use by DuPont and the Authorities of an effluent outfall system and effluent diffuser to be constructed by DuPont, which DuPont Confirmation shall not be unreasonably withheld so long as the Authorities have, in good faith, provided the Notice as set forth in Sections 2.3(a) and (b) above.

(d) Upon receipt by the Authorities of the DuPont Confirmation, the Authorities shall execute the Preliminary Site Access Agreement attached hereto and incorporated herein as Exhibit "F."

2.4 Project Agreement Execution Time Period. Following the Authorities’ receipt of the DuPont Confirmation, the Parties shall use their reasonable efforts to negotiate and execute within a six (6) month period the agreements ("Project Agreements") that would be required to effectuate fully the Project ("Project Agreement Execution Time Period"). These agreements include, but are not limited to, the following: (a) the Asset Purchase and Sale Agreement, attached hereto as Exhibit "C"; (b) the Ground Lease Agreement, attached hereto as Exhibit "D"; (c) the Conveyance and Outfall Agreement which terms are set forth in the October 14, 2010 letter attached hereto as Exhibit "E"; any (d) other necessary agreements regarding the Project. Upon written agreement of the Parties, the Project Agreement Execution Time Period shall be reasonably extended. Any extension of the Project Agreement Executed Time Period shall be accompanied by an amendment to this Agreement in the appropriate form. It is understood and agreed by and between the Parties that the documents attached hereto as Exhibits C through F are not to be construed as final form documents agreed to by the parties, but are to be considered only as a starting/reference point for further negotiations with respect to these agreements during the Project Agreement Execution Time Period set forth hereinafore.

2.5 Continuation of Existing Memorandum of Understanding. The MOU shall remain in full force and effect, without any need for further written extensions, unless and until the earliest of the following events: (a) the Parties execute the Project Agreements; or (b) termination of this Agreement pursuant to Article 5.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller represents and warrants as follows:
(a) Seller is a corporation organized and validly existing and in good standing under the laws of the state in which it is incorporated or otherwise organized with full power to enter into this Agreement;

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all requisite action of Seller, and no other authorizations or approvals, whether of shareholders of the corporation or otherwise, are necessary in order to enable Seller to enter into or to comply with the terms of this Agreement;

(c) This Agreement, when duly executed and delivered by the Seller, will constitute a legal, valid and binding obligation of the Seller, enforceable against the Seller pursuant to and in accordance with the terms hereof, except to the extent that the enforcement may be limited by bankruptcy, insolvency, moratorium or other applicable laws or equitable principles affecting the enforcement of creditors' rights generally ("Creditors' Rights Limitations"); and

(d) Nothing contained in this Agreement, nor anything provided or to be done hereby violates or shall violate any contract, document, understanding, agreement or instrument to which Seller is a party or by which it is bound.

3.2 Representations and Warranties of Authorities. The Authorities represent and warrant, as to themselves individually only, as follows:

(a) The Authorities are each public bodies corporate and politic of the State of New Jersey, duly organized and validly existing and in good standing under the laws of the State of New Jersey;

(b) The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized and approved by all requisite action of the Authorities, and no other authorizations or approvals, whether of governmental bodies or otherwise, are necessary in order to enable the Authorities to enter into or to comply with the terms of this Agreement;

(c) This Agreement, when duly executed and delivered by the Authorities, will constitute a legal, valid and binding obligation of the Authorities, enforceable against the Authorities pursuant to and in accordance with the terms hereof, except to the extent that the enforcement may be limited by Creditors' Rights Limitations; and

(d) Nothing in this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which the Authorities are a party or by which they are bound.

ARTICLE IV
ADDITIONAL AGREEMENTS

4.1 Agreement to Cooperate. Subject to the terms and conditions herein provided, each of the Parties hereto agrees: (a) to use reasonable efforts to do, or cause to be done, all
things necessary, proper or advisable to consummate the transactions contemplated by this Agreement and to cooperate with each other in connection with the foregoing; (b) to use reasonable efforts to obtain all necessary consents and approvals (or effective waiver thereof) from other persons necessary for the consummation of the transactions contemplated hereby; (c) to take any reasonable action necessary to mitigate or rescind the effect of all lawsuits or other proceedings challenging this Agreement or the consummation of the transactions contemplated hereby; and (d) to reasonably cooperate with each other, including providing information where reasonably necessary, in preparing and filing all notices, applications, submissions, reports and other instruments and documents that are necessary, proper or advisable under applicable laws, including but not limited to applicable environmental laws, to consummate the transactions contemplated by this Agreement, and to use reasonable efforts to effect all necessary registrations and filings and submissions of information required or requested by any governmental authority necessary for the consummation of the transactions contemplated hereby.

4.2 Notices and Consents. Seller and Buyer will give any notices to third parties and, if needed, will use their reasonable best efforts to obtain any third party consents that the parties reasonably may request in connection with the matters referred to in this Agreement.

4.3 Notice of Developments. Each Party will give prompt written notice to the other Party of any material adverse development causing a breach of its obligations herein.

4.4 Post-Execution Approvals. The Authorities shall be provided a thirty (30) day approval period (the "Approval Period") beginning on the Effective Date of this Agreement within which to pursue and obtain any additional legally required approvals for or ratification of the execution of this Agreement including, but not limited to, approval of the County Freeholder Board of the respective Counties of the Authorities, or any other legally required approvals related to execution of this Agreement not otherwise obtained or obtainable as of the Effective Date. In the event the Authorities are unable to obtain required approvals during the Approval Period, then the Authorities may terminate this Agreement upon written notice to DuPont, and upon such termination the Parties shall have no further obligations or liability to each other and the Authorities shall be entitled to return of any and all Option Payments heretofore made pursuant to this Agreement.

ARTICLE V
TERMINATION OF THE AGREEMENT

5.1 Optional Termination by Either Party. Either Party may terminate this Agreement by giving written notice to the other party at any time prior to: (i) the end of the Option Term; or (ii) the delivery of the Notice, if the terminating party obtains mutual written consent of the non-terminating party to such termination.

5.2 Automatic Termination of the Agreement. Notwithstanding anything to the contrary contained herein, in the event that the Authorities have not exercised the Option on or before midnight on the last day of the Option Term, ("Termination Date"), this Agreement shall automatically terminate unless the parties shall in writing agree to extend the Termination Date.
5.3  **Result of Termination.** In the event of termination pursuant to Article 5 hereof: (a) the Parties shall have no further obligations or liability to each other; (b) Buyer shall not be liable for any further Option Payments after the date of such termination; and (c) Seller shall be entitled to retain all Option Payments received prior to such termination date. Upon termination of this Agreement pursuant to this Section 5, the MOU shall also terminate and the Parties shall have no further liability or obligations to each other thereunder.

5.4  **Continuation of Confidentiality Agreement.** If any Party terminates this Agreement pursuant to this Article 5 hereof, the confidentiality provisions under the Confidentiality Agreement (as hereinafter defined) and as provided throughout this Agreement shall survive such termination.

**ARTICLE VI**

**EVENTS OF DEFAULT; REMEDIES**

6.1  **Seller Event of Default.** Any one or more of the following events shall constitute a "Seller Event of Default":

(a)  Seller fails to provide the DuPont Confirmation within thirty (30) days of receipt of the Notice of Buyer's exercise of the Option;

(b)  Seller informs the Buyer that it is unable to comply with all of the terms and conditions of the Option as set forth in Section 2.1 above upon receipt of the Notice of Buyer's exercise of the Option;

(c)  failure by the Seller to perform any other term, condition, warranty or covenant of this Agreement which shall continue for more than forty-five (45) days after written notice of such failure has been sent by the Buyer or, if such failure is of a type that cannot be cured within forty-five (45) days, the failure of the Seller within such forty-five (45) day period to commence and diligently pursue such performance to completion; or

(d)  the filing by the Seller of a petition in bankruptcy or the filing against the Seller of a petition in bankruptcy which is not dismissed within sixty (60) days after such filing, or if the Seller is adjudged to be bankrupt or determined to be insolvent or if the Seller seeks reorganization or liquidation under any federal or State bankruptcy law, or if the Seller makes an assignment for the benefit of its creditors.

Upon an occurrence of any Seller Event of Default, Buyer shall have the remedies provided in Section 6.3(a) hereof.

6.2  **Buyer Event of Default.** Any one or more of the following events shall constitute a "Buyer Event of Default":

(a)  Buyer has failed to make an Option Payment within sixty (60) days of the end of any calendar year in which such Option Payment was due and the Seller has not agreed to extend such Option Payment date within such sixty-day period;
(b) failure by the Buyer to perform any other term, condition, warranty or covenant of this Agreement which shall continue for more than forty-five (45) days after written notice of such failure has been sent by the Seller or, if such failure is of a type that cannot be cured within forty-five (45) days, the failure of the Buyer within such forty-five (45) day period to commence and diligently pursue such performance to completion; or

(c) the filing by one or more of the Buyers of a petition in bankruptcy or the filing against one or more of the Buyers of a petition in bankruptcy which is not dismissed within sixty (60) days after such filing, or if one or more of the Buyers are adjudged to be bankrupt or determined to be insolvent or if one or more of the Buyers seek reorganization or liquidation under any federal or State bankruptcy law, or if one or more of the Buyers makes an assignment for the benefit of its creditors.

Upon an occurrence of any Buyer Event of Default, Seller shall have the remedies provided in Section 6.3(b) hereof.

6.3 Remedies.

(a) Whenever any Seller Event of Default referred to in Section 6.1 hereof shall have happened and shall be continuing, and provided that prior written notice of the Seller Event of Default has been given to the Seller by the Buyer and the Seller Event of Default has not been cured, where applicable (or attempts to cure, as provided in Section 6.1 hereto, where applicable, have not been commenced), the Buyer: (i) may terminate this Agreement; (ii) shall be entitled to return of all Option Payments made to the date of such Seller Event of Default together with accrued interest at the prevailing market rate immediately upon demand thereof; and (iii) may take whatever action at law or in equity it deems necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Seller under the terms of this Agreement.

(b) Whenever any Buyer Event of Default referred to in Section 6.2 hereof shall have happened and shall be continuing, and provided that prior written notice of the Buyer Event of Default has been given to the Buyer by the Seller and the Buyer Event of Default has not been cured (or attempts to cure, as provided in Section 6.2 hereto, have not been commenced), the Seller may: (i) terminate this Agreement; and (ii) retain all Option Payments received to the date of the Buyer Event of Default.

6.4 No Remedies Exclusive. No remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Agreement or which is now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.5 No Addition Waiver Implied by One Waiver. In the event that any agreement which is contained in this Agreement should be breached by either party and thereafter such
breach shall be waived in writing by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

6.6 Continuation of Confidentiality Agreement. If any Party terminates this Agreement pursuant to this Article 6, the confidentiality provisions under the Confidentiality Agreement (as hereinafter defined) and as provided throughout this Agreement shall survive termination.

ARTICLE VII
MISCELLANEOUS

7.1 Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law (in which case the disclosing Party will use its reasonable best efforts to advise the other Party prior to making the disclosure).

7.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

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

7.4 Entire Agreement. This Agreement (including the documents referred to herein), constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

7.5 Assignment. This Agreement shall not be assigned without the mutual written consent of the Parties.

7.6 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

7.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

7.8 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
7.9 Notices. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below:

If to Seller: E. I. du Pont de Nemours and Company
1007 Market Street
DuPont Building-7099
Wilmington, DE 19898
Attn: Stephen Rahaim, Esquire

With copy to: Ballard Spahr LLP
210 Lake Drive East
Suite 200
Cherry Hill, NJ 08002-1163
Attn: Glenn A. Harris, Esquire

If to Buyer: The Gloucester County Utilities Authority
2 Paradise Road
West Deptford, NJ 08066
Attn: John Vinci, Executive Director

With copy to: Parker McCay P.A.
9000 Midlantic Drive, Suite 300
PO Box 5054
Mount Laurel, NJ 08054
Attn: Philip A. Norcross, Esquire

If to Buyer: The Salem County Improvement Authority
Fenwick Building
199 East Broadway
Salem, NJ 08079
Attn: Deborah Turner-Fox, Executive Director

With copy to: Puma, Telsey & Rhea, P.A.
107 West Broadway
Salem, New Jersey 08079
Attn: Adam I. Telsey, Esquire

Any party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and
other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

7.11 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7.12 Severability. Any term or provision of this Agreement that is found to be invalid or unenforceable in a court of competent jurisdiction shall be re-written in such a way as to be enforceable to the fullest extent of the law and shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

7.14 Confidentiality. This Agreement is specifically subject to the terms and conditions of the October 2009 Confidentiality Agreement (as amended) entered into and executed among the Parties (the "Confidentiality Agreement"). The Confidentiality Agreement shall remain in full force and effect, without any need for further written extensions. Notwithstanding the termination of this Agreement, the Confidentiality Agreement shall survive for a period of five (5) years from the termination date of this Agreement.

(Signature Page Follows)
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Witness: ____________________________

Seller:
E. I. DU PONT DE NEMOURS AND COMPANY

By: ____________________________
Name: ____________________________
Title: ____________________________

Witness: ____________________________

Buyer:
THE GLOUCESTER COUNTY UTILITIES AUTHORITY

By: ____________________________
Name: ____________________________
Title: ____________________________

Witness: ____________________________

Buyer:
THE SALEM COUNTY IMPROVEMENT AUTHORITY

By: ____________________________
Name: John Ober
Title: Chairman
Date: May 29, 2012