

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, ("Agreement"), is made and executed this 21st day of February, 2013, among **UNITED STATES COLD STORAGE, INC.**, whose mailing address is Four Echelon Plaza, 201 Laurel Road, Suite 400, Voorhees, NJ 08043 (the "Company"); and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address Post Office Drawer 1529, Lake City, Florida 32056-1529, (the "County").

PREMISES FOR AGREEMENT

A. The Company is in the business of cold storage logistics, and will construct and develop an expansion of its logistics facility consisting of an approximately FIFTEEN MILLION TWO HUNDRED THOUSAND Dollar (\$15,200,000.00) capital investment in Columbia County (herein the "Project"). The Project is planned to be located and constructed on a 29.5 acre tract at 211 NE McCloskey Avenue, in Columbia County, Florida; the real property being more particularly described in Exhibit "A" attached hereto (herein the "Site").

B. The economy, including the work force of Columbia County, Florida, would greatly benefit from the expansion of a business such as the Company in Columbia County which will provide employment to residents and citizens of Columbia County, including the potential for economic development, increased sales tax, ad valorem tax, non-ad valorem assessments, and general economic growth and revenues from such development and business operations and opportunities which will be provided by the Company. It is the legitimate business and public policy of the local and state governments under Florida law to encourage, engender, promote, and support programs that provide impetus for economic development for the purpose of alleviating unemployment and promoting the local economy and the State through the location of new industry within the County and the State.

C. The Company desires to construct the Project in the County, and in order to induce the County to provide incentives set forth in this Agreement, the Company has made representations and warranties regarding capital investment, employment, and payroll for the Project, and in order to induce the Company to construct the Project in the County, the County has offered certain incentives to the Company, and the parties intend to memorialize the agreement among and between the parties by entering into this Economic Development Agreement. The parties acknowledge the resulting economic benefits to the Columbia County community will be substantial.

D. The parties acknowledge that the agreements and representations set forth herein are subject to further actions that the parties must undertake to construct the Project and implement the incentives described in this Agreement, including, specifically, certain statutory and regulatory proceedings of the parties, and local and state governments.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, including the mutual covenants set forth

herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

1. **SITE.** The Company agrees to develop and construct, and properly equip the Site and Project as a lawfully, properly permitted cold storage logistics facility with capital investment of approximately FIFTEEN MILLION TWO HUNDRED THOUSAND Dollars (\$15,200,000.00) including necessary tangible personal property and equipment for the Project and Site. The Project shall be developed, constructed and operated on the Site with completion within the 2013 calendar year.

2. **COMPANY'S REPRESENTATIONS AND ASSURANCES.** As an additional incentive to the County for the performance of its obligations under the terms of this Agreement, the Company agrees as follows:

a. Beginning no later than thirty (30) days from the date the Company completes construction of the Facility as described herein at the Site and continuing for no less than ten (10) years thereafter, the Company will continuously maintain a business upon the Site employing not less than 59 persons in full-time employment as that term is used and understood in ordinary business practices, except during such time as the Company may be prevented from doing so on account of war, acts of public enemy, restrictions or prohibitions of state or federal government, or any of their respective agencies, fire, windstorm, strikes, or other factors beyond the control of the Company. The average annual wage of the employees must be no less than 115% of the average annual wage of individuals employed within Columbia County determined by local and state authorities.

b. In the event that the average number of full-time employees during an entire calendar year falls below 59 during the ten-year period from the opening date of the Facility, then in each such calendar year the Company shall be ineligible for economic development incentives as set forth herein, except if such deficiency is due to force majeure such as defined in subparagraph a above or both parties agree is the result of broad and general adverse economic conditions within the residential or commercial building industry. Employee information shall be submitted to the Columbia County Property Appraiser as part of the Company's annual renewal application pursuant to Florida Statutes section 196.1995, and may be verified by any reasonable means agreed upon between the Company and the County.

c. The Company will provide the County with a certificate of good standing and its authorization to do business in the State of Florida from the Secretary of the State of Florida together with a copy of the Company's management or operating agreement, and the name and address of all principals of the Company.

d. The Company has all requisite power, authority, license, permits, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder. The Company's execution, delivery and performance of this Agreement have been duly authorized by or in accordance with its organizational and governing instruments, and this Agreement has been duly executed and delivered for it by

signatories so authorized, and it constitutes a legal, valid, and binding obligation of the Company.

e. The Company and the County have not received any notice nor to the best of their knowledge is there any pending or threatened notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, permits or orders which would materially and adversely affect their respective ability to perform under this Agreement.

3. **ECONOMIC DEVELOPMENT INCENTIVES.** So long as the Company is not in default under this Agreement, the County shall provide the Company with the following economic development incentives:

a. Tax exemption in accordance with Section 196.1995, Florida Statutes to the extent the same is authorized by law and has been approved by the County by referendum and ordinance in accordance with Florida Statutes, including ad valorem tax exemption for up to ten (10) years.

b. Qualified Target Incentive (QTI) to the extent allowed and approved by the State of Florida.

4. **CAPITAL INVESTMENT.** The Company agrees that the total investment of capital ("capital investment") for the construction of the Facility (which shall include the building and equipment at the Facility Site) shall be no less than FOURTEEN MILLION Dollars (\$14,000,000.00). The Company estimates that additional outlays of approximately ONE MILLION TWO HUNDRED THOUSAND Dollars (\$1,200,000) shall be made for equipment and other tangible personal property. The Company shall provide to the County the documentation of the total capital investment made at the Facility Site within twelve (12) months from the date of the completion of the Facility.

5. **AMENDMENT.** This Agreement may be amended in writing at any time and from time to time, as may be mutually agreed to by the Company and the County.

6. **NOTICES.** Whenever notices are permitted or required with respect to this Agreement, the same shall be given in writing.

7. **ADDITIONAL DOCUMENTS.** The parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, provide such additional financial or technical information, attend such public hearings or meetings relating to the Project, and take such additional actions, as may reasonably be required from time to time in order to effectuate the incentives contemplated by this Agreement.

8. **DEFAULT AND REMEDIES.** In the event a party commits a material breach of this Agreement as determined in good faith by the party to whom the commitment was due (the "Breachee"), the Breachee shall notify in writing the party committing the breach (the "Breacher"). The Breacher shall have 45 days from receipt of such written notice to cure such breach or provide a plan for such cure to the reasonable satisfaction of the Breachee. In the event such cure or plan for cure is not provided within the 45-day cure period, then the portions of this Agreement pertaining to the Breachee's obligations may be terminated by the Breachee. No party shall be deemed to be in default for a delay or failure in performance

under this Agreement, deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or terrorism, war, accident, fires, explosions, earthquakes, floods, or catastrophic failure of transportation or strikes or any similar cause beyond the reasonable control of any party. In the event a party determines that it will not be able to fulfill its responsibilities in the manner described in this Agreement, the party shall use its best efforts to give notice to the other parties. Such notice shall detail the responsibilities which cannot be fulfilled, the reasons the responsibilities cannot be fulfilled, and the party's proposal to cure the problem. In no event shall either party be liable to the other for special, indirect, consequential or punitive damages, even if the party has been advised that such damages are possible. No party shall be liable to the other for lost profits or lost revenues.

9. **OTHER INCENTIVES.** The specified listing of incentives herein is not intended to be and shall not be construed as a limitation upon Company's right to obtain any other rights, privileges, or benefits for which it might qualify under general law and, except as otherwise provided herein, all incentives and benefits, whether conveyed herein or by general law, are intended to be cumulative.

10. **LIMITATION ON ASSIGNMENT.** Except as set forth otherwise herein, neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent and approval of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon the parties, including their successors and assigns, when any assignment is consented to by the parties.

11. **OTHER.**

a. The representations, covenants and agreements of the parties are subject to and contingent upon the mutual performance by the parties hereunder.

b. No delay in any exercise or any omission to exercise any remedy or right shall impair any such remedy or right or be construed to be a waiver of any such remedy or right nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by a party.

c. If any one or more of the covenants or agreements provided in this Agreement on the part of any party to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

d. Company represents that it intends to comply with all federal, state and local laws, rules, regulations and ordinances governing the Project and the incentives described in this Agreement.

e. This Agreement and all transactions contemplated hereby shall be governed by and construed in accordance with and enforced under the laws of the state of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules.

f. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

g. Except as otherwise provided herein, each of the parties shall pay all fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.

h. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successor and permitted assigns.

i. Any covenant or agreement contained in this Agreement between any party and any other party contained in this Agreement may be amended only by a written instrument executed by the parties impacted. Any condition precedent to any party's obligations hereunder may be waived in writing by such party.

j. All exhibits attached hereto are incorporated herein by reference.

k. This Agreement and the exhibits hereto contain the entire understanding the parties and this Agreement supersedes all prior agreements and understandings, oral and written, with respect to this subject matter.

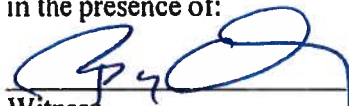
12. **LIMITATIONS ON LIABILITY.** Notwithstanding any other provision of this Agreement to the contrary, the County, as a political subdivision of the State of Florida, and the other parties are bound by and do not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting the County's liability.

13. **ATTORNEY FEES.** Each party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction of this agreement. Should either party after default of the other file suit to enforce any provisions of this Agreement, then the prevailing party shall be entitled to collect from the other party its reasonable attorney's fees, including appellate fees and court costs.


14. **VENUE.** The sole venue for any legal action or proceedings arising from or as a result of this Agreement shall be Columbia County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness
Barry Ominsky

Print or Type Name


Witness

Erica Francis

Print or Type Name

UNITED STATES COLD STORAGE, INC.

By: 

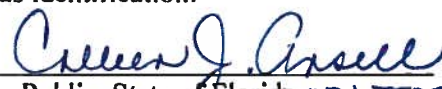
Print: JAMES SLAMON

Title: VP + CFO

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

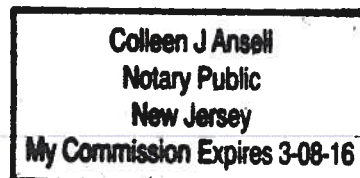
The foregoing instrument was acknowledged before me this 25th day of
MARCH, 2013, by JAMES SLAMON as VP + CFO of UNITED
STATES COLD STORAGE, INC., on behalf of the corporation, who is personally known to
me or who has produced a ~~Florida~~ driver's license as identification.

NEW JERSEY


Notary Public, State of ~~Florida~~ NEW JERSEY

(NOTARIAL
SEAL)

My Commission Expires:



Signed, sealed and delivered
in the presence of:

Gina K.B. Roberts
Witness

Lisa K.B. Roberts
Print or Type Name

Linda Howard
Witness

Linda Howard
Print or Type Name

COLUMBIA COUNTY, FLORIDA

By: Stephen E. Bailey
STEPHEN BAILEY, Chairman

ATTEST: P. DeWitt Cason by P. Perry
P. DeWitt Cason
Clerk of Court

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 22nd day of February, 2013, by **STEPHEN BAILEY**, as Chairman, of the **BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me.

(NOTARIAL SEAL)

Linda S. Howard
Notary Public, State of Florida
My Commission Expires:

