

**ORDINANCE OF THE TOWNSHIP OF WOOLWICH,
COUNTY OF GLOUCESTER AND STATE OF NEW JERSEY AUTHORIZING AND
APPROVING A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF
WOOLWICH AND LIBERTY COMMODORE I URBAN RENEWAL, LLC FOR
PROPERTY KNOWN AS BLOCK 11, LOTS 20 AND 21 , PURSUANT TO THE LONG
TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 *et seq.*
2021-09**

WHEREAS, the Township of Woolwich ("Township") is a municipal entity organized and existing under the laws of the State of New Jersey and located in Gloucester County; and

WHEREAS, Liberty Commodore I Urban Renewal, LLC (the "Entity") has or will purchase Block 11, Lots 20 and 21 , on the official Tax Map of the Township (the "Property") and cause to be constructed located thereon an approximately 455,280 square foot warehouse distribution center, together with approximately 317 passenger vehicle parking spaces, 85 tractor trailer parking spaces, landscaped buffering, storm water management facilities and related site improvements (collectively, the "Project"); and

WHEREAS, the Long Term Tax Exemption Law of New Jersey, N.J.S.A. 40A:20-1, et. seq. ("Long Term Tax Exemption Law") permits a municipality to enter into a financial agreement exempting real property from tax assessment and accepting payments in lieu of taxes where the property is qualified as a low and moderate income housing project; and

WHEREAS, in accordance with the Long Term Tax Exemption Law, the Entity has submitted a written application ("Application") to the Township for approval of a tax exemption for the improvements to be constructed as part of the Project (collectively, the "Improvements"); and

WHEREAS, the Township Committee ("Governing Body") has heretofore determined, *inter alia*, that the Project would not have been constructed without a tax exemption for the Improvements; and

WHEREAS, as part of its Application for tax exemption, the Entity has submitted a form of Financial Agreement ("Financial Agreement") providing for payments in lieu of taxes, a copy of which is attached to this Ordinance as Exhibit "A" which includes exhibits and schedules attached to the Financial Agreement; and

WHEREAS, the Governing Body has heretofore determined that exemption from taxation of the Improvements pursuant to the Financial Agreement and receipt by the Township of annual service charges in lieu of taxes allows for the development of the Property and is, therefore, in the best interest of the Township and is in accordance with the provisions of the Long Term Tax Exemption Law and the public purposes pursuant to which the Project has been undertaken; and

WHEREAS, the Governing Body deems it to be in the best interest of the Township to adopt an Ordinance authorizing the Township to enter into the Financial Agreement with the Entity on the terms and conditions stated in the Financial Agreement attached to this Ordinance and as further set forth herein, including *inter alia* the granting of a tax exemption:

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Woolwich, County of Gloucester, and State of New Jersey, that the Township will enter into a Financial Agreement with the Entity on the terms and conditions stated in the Financial Agreement attached to this Ordinance and as further set forth herein:

1. The Governing Body makes such determinations and findings by virtue of and pursuant to and in conformity with the Long Term Tax Exemption Law.
2. The development of the Project is hereby approved for the grant of a tax exemption under the Long Term Tax Exemption Law by virtue of, pursuant to and in conformity with the provisions of the same.
3. The Financial Agreement and all exhibits and schedules thereto are hereby authorized and approved.
4. The Improvements shall be exempt from real property taxation and in lieu of real property taxes, the Entity shall make payments to the Township of an annual service charge during the term and under the provisions set forth in the Financial Agreement.
5. Upon adoption of this Ordinance and execution of the Financial Agreement, a certified copy of this Ordinance and the Financial Agreement shall be transmitted to the Department of Community Affairs, Director of the Division of Local Government Services.

BE IT FURTHER ORDAINED that the Mayor of the Township of Woolwich is hereby authorized to execute the Financial Agreement and any additional documents as are necessary to implement and carry out the intent of this Ordinance and the Financial Agreement.

TOWNSHIP OF WOOLWICH

BY: _____
Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing Ordinance was introduced upon first reading by the Township Committee of the Township of Woolwich at a meeting held on the 7th day of June, 2021. It will further be considered for final adoption upon second reading and subsequent to a public hearing to be held on such Ordinance, at the next regular meeting of the Township Committee at which time any interested person(s) may be heard. Said meeting to be conducted on the 21st day of June, 2021 at the Woolwich Township Municipal Building, 120 Village Green Drive, Woolwich Twp., beginning at 6:00 p.m.

Jane DiBella, Clerk

CERTIFICATION OF ADOPTION

The foregoing Ordinance was adopted upon second reading and subsequent to a public hearing held on same, at a meeting of the Woolwich Township Committee held on the 21st day of June, 2021.

Jane DiBella, Clerk

EXHIBIT "A"

FINANCIAL AGREEMENT BETWEEN LIBERTY COMMODORE I URBAN RENEWAL,
LLC AND THE TOWNSHIP OF WOOLWICH, NEW JERSEY

4835-9388-0813, v. 1

Record and return to:

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter this “Agreement” or this “Financial Agreement”), made this _____ day of _____ 2021, by and between **LIBERTY COMMODORE I URBAN RENEWAL LLC** (along with its successors and/or assigns, the “Entity”), an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the “Long Term Tax Exemption Law”), with offices located at 1800 Wazee Street, Suite 500 Denver, Colorado 80202 and the **TOWNSHIP OF WOOLWICH**, a municipal corporation in the County of Gloucester and the State of New Jersey (“Township”), with offices at 120 Village Green Drive, Woolwich Township, New Jersey 08085.

WITNESSETH:

WHEREAS, on March 18, 2019, the Township Committee ("Committee") directed the Woolwich Township Joint Land Use Board (the “JLUB”), as memorialized by the Committee’s Resolution R-2019-92, to undertake a preliminary investigation to determine if certain areas within the Township identified on the Tax Maps of the Township as Block 62, Lots 2 & 3, Block 59, Lots 6, 6.01, 6.02, 7 (part of), 8 & 10 satisfied the criteria for designation as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”), such that the Township may use all those powers provided by the Redevelopment Law for use in a designated area in need of redevelopment, without the use of eminent domain, pursuant to N.J.S.A 40A:12A-1 et seq.; and

WHEREAS, on April 15, 2019, the Committee adopted Resolution R-2019-114 to amend Resolution R-2019-92 to include property identified on the Tax Maps of the Township as Block 63, Lot 3 as part of the JLUB preliminary investigation to determine whether certain areas within the Township satisfied the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, on May 6, 2019, the Committee adopted Resolution R-2019-129 to include identified on the Tax Maps of the Township as Block 10, Lots 5, 5.02, 5.03, Block 11, Lots 10, 17, 18, 19, 20, 21, Block 12, Lots 5, 9, Block 14, Lots 5.01 & 5.02, Block 16, Lots 1, 2, 3, 4 & 4.01 as part of the JLUB preliminary investigation to determine whether certain areas within the Township satisfied the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the JLUB, after giving notice and conducting a public hearing on July 18, 2019, adopted Resolution #2019-23 to accept the report of J. Timothy Kernan, PE, PP, CME of Maser Consulting, P.A., dated July 2019, finding that the property identified on the Tax Maps of the Township as Block 10, Lots 5, 5.02, 5.03, Block 11, Lots 10, 17, 18, 19, 20, 21, Block 12, Lots 5, 9, Block 14, Lots 5.01, Block 16, Lots 1, 2, 3, 4 & 4.01 Block 59, Lots 6, 6.01, 6.02, 7

(part of), 8 & 10, Block 62, Lots 2 & 3, and Block 63, Lot 3 (collectively, the “Redevelopment Area”) satisfied the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law and to recommend to the Committee that it declare the Redevelopment Area an area in need of redevelopment such that the Township may use all those powers provided by the Redevelopment Law for the use in a designated area in need of redevelopment, without the use of eminent domain, pursuant to N.J.S.A 40A:12A-1 et seq.; and

WHEREAS, on August 5, 2019, the Committee adopted Resolution R-2019-194 accepting the recommendation of the JLUB and declaring the Redevelopment Area an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, on July 17, 2017, the Committee adopted the Kings Landing at Woolwich Township Redevelopment Plan (the “Redevelopment Plan”) by Ordinance No. 2017-12;

WHEREAS, the Committee amended the Redevelopment Plan to include the Redevelopment Area set forth herein by Ordinance No. 2019-25, adopted December 30, 2019; and

WHEREAS, on September 21, 2020, the Township Committee adopted Resolution No. R-2020-188 designating Liberty Venture I, LP as the redevelopment entity of the Redevelopment Area and authorizing execution of a Redevelopment Agreement, which permits the Redeveloper to assign its rights to a qualified urban renewal entity such as the Entity; and

WHEREAS, the Entity proposes the construction a 455,280 +/- square foot warehouse distribution center together with 317 +/- passenger vehicle parking spaces, 85 +/- tractor trailer parking spaces, landscaped buffering, storm water management facilities and related site improvements (collectively, the “Project”) on certain real property currently identified as Block 11, Lots 20 and 21 on the Official Tax Maps of the Township (the “Property”) located in the Redevelopment Area; and

WHEREAS, prior to execution of this Agreement, the Entity will be the owner of or have the right to acquire the Property, which is located within the Redevelopment Area; and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, the Township has agreed to enter into this Agreement with the Entity, governing, among other things, payments made to the Township in lieu of real estate taxes on the Project pursuant to the Long Term Tax Exemption Law; and

WHEREAS, the provisions of the Long Term Tax Exemption Law authorize the Township to accept, in lieu of real property taxes, an annual service charge paid by the Entity to the Township based on the enumerated formulas set forth in such law; and

WHEREAS, the Entity has agreed to make payment of the Annual Service Charge (as defined herein) to the Township to be used by the Township for any lawful purpose in the exercise of the Township’s sole discretion; and

WHEREAS, on May 20, 2021, the Entity filed an Application attached hereto as Exhibit A (the “Application”), with the Township for approval of a long term tax exemption for the improvements constituting the Project (collectively, the "Improvements"); and

WHEREAS, the Township made the following findings:

- A. Relative Benefits of the Project:
 - i. The Project will provide necessary commercial development of a vacant property.
 - ii. The Project will provide significant construction jobs and permanent jobs in the Project and generally add to the economic viability of the Township.
 - iii. The Township will benefit from the payment in lieu of tax being made by the Entity during the term of this Agreement.
 - iv. The Project’s benefits outweigh the cost to the Township.

- B. Assessment of the importance of the Tax Exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:
 - i. Exemption permits better use of property, completion of significant infrastructure improvements and improvement of the Township.
 - ii. The relative stability and predictability of the Annual Service Charge will make the Project more attractive to (1) investors and lenders needed to finance the Project, and (2) probable occupants.

WHEREAS, the Township Committee on June __, 2021 adopted Ordinance _____ attached as Exhibit C, approving the tax exemption and authorized and approved the execution and delivery of this Financial Agreement, including the Annual Service Charge; and

WHEREAS, in order to set forth the terms and conditions under which the Entity and the Township (collectively, the “Parties” and, individually, a "Party") shall carry out their respective obligations with respect to payment of the Annual Service Charge (as defined herein) by the Entity, in lieu of real property taxes, the Parties have determined to execute this Financial Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

Article I - General Provisions

Section 1.1 Long Term Tax Exemption Law and Application

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law as amended and supplemented (N.J.S.A. 40A:20-1 et seq.). The Township expressly relies upon the facts, data, and presentations contained in the Application in granting the tax exemption as set forth herein. The Entity represents that the facts and data contained in the application are true in all material respects as of the date hereof.

Section 1.2 General Definitions

(a) The following terms shall have the respective meanings ascribed to such terms in the preambles or Section 1.3 hereof:

Agreement
Annual Service Charge
Application
Entity
Financial Agreement
Improvements
Long Term Tax Exemption Law
Ordinance
Parties
Project
Property
Redevelopment Area
Redevelopment Law
Redevelopment Plan
State
Township

Section 1.3 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Financial Agreement, shall mean:

- (a) Allowable Net Profit - The Net Profit of the Entity that does not exceed the allowable net profits of the Entity calculated pursuant to the provisions of N.J.S.A. 40A:20-3(b) using the Allowable Profit Rate.
- (b) Allowable Profit Rate - The allowable profit rate for the purpose of this Agreement and for computing Allowable Net Profit is the greater of 12% per year or 1.25% above the annual interest rate of the permanent financing for the Project per year in accordance with N.J.S.A. 40A:20-3b.
- (c) Annual Service Charge - The payment by the Entity pursuant to Article IV herein, which amount the Entity has agreed to pay in part for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, which amount shall be prorated in the year in which the Annual Service Charge Start Date occurs and the year in which the Annual Service Charge terminates and which amount subject to verification and review by the Chief Financial Officer and Tax Collector or other applicable municipal department or agency; provided, however, that in no event shall the Annual Service Charge be less than the Minimum Annual Service Charge.
- (d) Annual Service Charge Start Date – The Annual Service Charge Start Date shall commence as of the first of the month following Substantial Completion.
- (e) Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), the contents of which have been prepared in a manner consistent with GAAP, and which fully details all items as required by the Long Term Tax Exemption Law, which has been certified as to its conformance with such standards by a certified public accountant who is, or whose firm is, licensed to practice that profession in the State of New Jersey.
- (f) Certificate of Occupancy - The document issued by the Township authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.
- (g) County – The County of Gloucester, New Jersey.
- (h) Cumulative Allowable Net Profit – In accordance with the calculation set forth in the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-15, (a) with respect to the Entity, an amount equal to the sum of the Allowable Net Profit of the Entity in each year from and including the year that any Improvement is completed up to and including the year for which the Cumulative Allowable Net Profit is being calculated, and (b) with respect to any subsequent owner, an amount equal to the sum of the Allowable Net Profit of such subsequent owner from and including the year that such subsequent owner purchased, or otherwise obtained, title to the Project up to and including the year for which the Cumulative Allowable Net Profit is being calculated.
- (i) Cumulative Net Profit – In accordance with the calculation set forth in the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-15, (a) with respect to

the Entity, an amount equal to the sum of the Net Profit of the Entity in each year from and including the year that any Improvement is completed up to and including the year for which the Cumulative Net Profit is being calculated, and (b) with respect to any subsequent owner, an amount equal to the sum of the Net Profit of such subsequent owner from and including the year that such subsequent owner purchased, or otherwise obtained, title to the Project up to and including the year for which the Cumulative Net Profit is being calculated.

- (j) Debt Service – The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage of other financing including returns on institutional equity financing and market rate related party debt for a project for a period equal to the term of the tax exemption granted by a financial agreement.
- (k) Default - The failure of the Entity or the Township to perform any obligation imposed upon the Entity or the Township by the terms of this Financial Agreement following the expiration of any applicable grace, notice or cure period established under this Agreement.
- (l) Entity – Liberty Commodore I Urban Renewal LLC, and any successors or assigns duly qualified and approved pursuant to the Long Term Tax Exemption Law and all purchasers, subsequent purchasers or successors in interest of the Project duly qualified and approved pursuant to the Long Term Tax Exemption Law, who shall engage in no other business other than the ownership, operation and management of the Project so long as such entity is bound by and enjoying the benefits of this Agreement.
- (m) Financial Agreement – as defined in the recitals hereto.
- (n) Financial Plan – as set forth in Exhibit B of this Agreement.
- (o) GAAP – Generally accepted accounting principles as in effect from time to time in the United States of America.
- (p) Gross Revenue and Annual Gross Revenue – Shall mean annual gross rents and other rental income of the Entity which is derived from or generated by the Project and shall be calculated annually by the Entity as provided in accordance with N.J.S.A. 40A:20-3(a) and the terms of this Financial Agreement. The Parties have considered and concluded that there are no insurance, operating, or maintenance expenses paid by a tenant which are ordinarily paid by a landlord contemplated. The Parties agree that customary operating and maintenance expenses of commercial tenants (including without limitation those paid by a tenant in a triple net lease) such as taxes (including payments in lieu of taxes such as the Annual Service Charge), insurance, utilities and other operating and maintenance expenses shall not be included in Annual Gross Revenue. In no event shall Annual Gross Revenue include any income or revenue of any affiliate of the Redeveloper or any other Person other than the Redeveloper. Pursuant to N.J.S.A. 40A:20-3(a), any gain realized by the Entity on the sale of the Project, whether or not taxable under federal or state law, shall not be included in computing Gross Revenue. In no event shall Gross Revenue or Annual Gross Revenue include any income or revenue of any affiliate of the Entity.

- (q) Improvements - the buildings, structures, fixtures, site work and municipal improvements permanently affixed to the Property, consistent with the Redevelopment Plan.
- (r) In Rem Tax Foreclosure - A summary proceeding by which the Township may enforce the lien of taxes due and owing by a tax sale. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.
- (s) Land - The land, but not the Improvements, known as Block 11, Lots 20 & 21, on the tax maps of the Township, and more particularly described by the metes and bounds description as set forth in Exhibit G of this Agreement.
- (t) Land Taxes - The amount of taxes assessed on the value of Land on which the Project is located, and more particularly described by the metes and bounds description as set forth in Exhibit G of this Agreement. Land Tax payments shall be applied as a credit against the Annual Service Charge.
- (u) Land Tax Payments - Payments made on the quarterly due dates for land taxes on the real property as determined by the applicable Tax Assessor and/or Tax Collector of the Township.
- (v) Minimum Annual Service Charge - The amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation pursuant to N.J.S.A. 40A:20-12b.
- (w) Net Profit - The Annual Gross Revenue of the Entity less all operating and non-operating expenses of the Entity, all determined annually in accordance with GAAP and the provisions of the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-3(c), such that, for the avoidance of doubt, there shall be included among such expenses the items listed in N.J.S.A. 40A:20-3(c)(1), including, without limitation, Annual Service Charges, payments under Section 7.5 of this Agreement (if any), and all Debt Service. Calculation of the net profit is cumulative as provided in N.J.S.A. 40A:20-3(c).
- (x) Ordinance - Ordinance No. _____ adopted by the Township on June __, 2021, attached herein as Exhibit C adopting the tax exemption.
- (y) Project – as defined in the recitals of this Agreement.
- (z) Property - as defined in the recitals of this Agreement.
- (aa) Redevelopment Area - as defined in the recitals of this Agreement.
- (bb) Redevelopment Law - as defined in the recitals of this Agreement.
- (cc) Redevelopment Plan - as defined in the recitals of this Agreement.
- (jj) Substantial Completion - The determination by the Township that the Project is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive the Certificate(s) of Occupancy for the entire Project.
- (hh) Termination - Any act or omission which by operation of the terms of this Agreement or pursuant to the Long Term Tax Exemption Law shall cause the Entity to relinquish its long term tax exemption.
- (ii) Total Project Cost – The total project cost for purposes of this Agreement and for computing Allowable Net Profit shall include all the costs and items set forth in N.J.S.A. 40A:20-3(h), including without limitation the total cost of constructing the Project through Substantial Completion and the cost of the Land, and shall not

be reduced by any cost which may be excluded by the last paragraph of N.J.S.A. 40A:20-3(h).

(jj) Township - The Township of Woolwich.

(kk) Urban Renewal Entity – Shall have the meaning as such term is defined, used and applied in the Long Term Tax Exemption Law.

Section 1.4 Exhibits Incorporated

All Exhibits which are referred to in this Agreement and are attached hereto are incorporated herein and made a part hereof.

Article II - Approval

Section 2.1 Approval of Tax Exemption

Pursuant to the Ordinance (attached hereto as Exhibit C), the Township has approved and does hereby grant a tax exemption from real estate taxes for all the Improvements, constructed or acquired by the Entity pursuant to the Long Term Tax Exemption Law. The Entity represents and covenants that, effective upon completion of the Improvements, the Entity shall make application for a Certificate of Occupancy for the Improvements.

Section 2.2 Approval of Entity

Approval hereunder is granted to the Entity for the contemplated Project which shall in all respects comply and conform to all applicable statutes of the State of New Jersey and Ordinances of the Township as amended and supplemented, and the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof.

The Entity represents that its Certificate of Formation as attached hereto as Exhibit D contains all the requisite provisions of the Long Term Tax Exemption Law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of the Treasury, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

The Entity agrees to construct the Improvements in accord with the Redevelopment Plan as more specifically described in the Application (attached hereto as Exhibit A).

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Improvements subject to and consistent with the terms of the Redevelopment Agreement, the Redevelopment Plan and this Agreement subject to reasonable modification as necessary to allow for the time required to obtain necessary governmental approvals and permits and other factors beyond the Entity's reasonable control.

Section 2.5 Ownership, Management and Control

The Entity represents that it will be the owner of the Property which is the subject of this Agreement prior to commencement of construction of the Improvements. The Entity represents and covenants that upon completion, the Project, including the Land and the Improvements, shall be used, managed and operated, including leasing to others for the purposes set forth in the Application and in accordance with the Redevelopment Plan and applicable law.

Section 2.6 Financial Plan

The Entity represents that the Land and the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit B. The Financial Plan also sets forth estimated Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, the terms of any mortgage amortization, and rental schedule and lease terms to be used in the Project. The mortgage amortization, interest rate and principal amount of any Land and/or Project related financing shall be deemed updated upon any refinance(s) of Land and/or Project related debt or the incurrence of any additional debt from time to time.

Article III - Duration of Agreement

Section 3.1 Term

So long as there is compliance with the Long Term Tax Exemption Law and this Agreement, this Agreement shall remain in effect for thirty (30) years from the Annual Service Charge Start Date, but in no event later than thirty-five (35) years from date of this Agreement, whichever shall occur earlier, subject to the further limitations and agreements contained herein, and shall only be effective and in force during the period while the Improvements are owned by an "Urban Renewal" entity formed pursuant to N.J.S.A. 40A:20-5 of the New Jersey Statutes (the "Term"). After the expiration of the Term or Termination, including without limitation by the Entity pursuant to N.J.S.A. 40A:20-13: (i) the tax exemption for the Improvements shall expire, the Annual Service Charges shall terminate and the Property and the Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township, and (ii) all restrictions and limitations upon the Entity, including without limitation the profits and dividends restrictions under the Long Term Tax Exemption Law, shall terminate.

At any time after the expiration of one year from the date of Substantial Completion of the Project, the Entity may, upon not less than thirty (30) days prior written notice to the Township, voluntarily terminate this Agreement and relinquish its status as an urban renewal entity under the Long Term Tax Exemption Law. If that occurs, the date of termination shall be deemed to be the close of the fiscal year of the Entity and the procedure for the apportionment of any taxes and/or Annual Service Charges, as applicable, shall be the same as would otherwise be applicable to any other property located within the Township upon a change in the exemption or tax status of such property.

Article IV - Annual Service Charge

Section 4.1 Annual Service Charge

(a) In consideration of the tax exemption, the Entity shall make payment to the Township each year of an amount equal to the greater of: the Minimum Annual Service Charge as provided in Section 1.3 or an Annual Service Charge as provided for in Section 4.2.

(b) The Minimum Annual Service Charge or Annual Service Charge shall commence and be calculated from the Annual Service Charge Start Date. The Annual Service Charge or Minimum Annual Service Charge will be prorated as of the Annual Service Charge Start Date. The Annual Service Charge or Minimum Annual Service Charge will also be prorated in the year this Agreement terminates.

(c) By, execution hereof, Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens established in this Agreement, and the Entity shall not contest the validity or amount of any such lien subject to its right to contest the calculation of said amounts under the remedy provisions set forth herein. Notwithstanding anything herein to the contrary, and notwithstanding the Term of this Agreement or the duration of the tax exemption provided hereunder, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable New Jersey law and then being assessed by the Township against other delinquent taxpayers in the case of unpaid taxes or tax liens on the land until paid.

Section 4.2 Calculation of Annual Service Charge

(a) Annual Service Charge

As of the Annual Service Charge Start Date the Annual Service Charge each year shall be an amount equal to the greater of (A) the total project square footage actually constructed for the Project multiplied by \$1.50, increasing 2% annually, the estimated total of which is the amount shown on Exhibit E for the applicable year, or (B) fifteen percent (15%) of the Entity's Annual Gross Revenue for years one (1) through fifteen (15), and eighteen percent (18%) of the Entity's Annual Gross Revenue for years sixteen (16) through thirty (30), and shall be prorated as stated in Section 4.1 for the first year and shall be subject to the staging as set forth in Section 4.2(b) below.

(b) Schedule of Staged Adjustments

The Annual Service Charge for each year as provided in Section 4.2(a) shall be adjusted in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: Commencing on the Annual Service Charge Start Date and continuing for a period of fifteen (15) years (or until Termination of the Agreement), the Annual Service Charge shall be the amount stated in Section 4.2(a).

ii. Stage Two: Notwithstanding the Annual Service Charge set forth above, commencing in the 16th year after the Annual Service Charge Start Date and continuing for a period of six (6) years (years 16-21 inclusive) (or until Termination of the Agreement), the Annual Service Charge shall be (i) the amount stated in Section 4.2(a), or twenty percent (20%) of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater.

iii: Stage Three: Notwithstanding the Annual Service Charge set forth above, commencing in the 22nd year after the Annual Service Charge Start Date and continuing for a period of six (6) years (years 22-27 inclusive) (or until Termination of the Agreement), the adjusted Annual Service Charge shall be (i) the amount stated in Section 4.2(a), or forty percent (40%) of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater.

iv. Stage Four: Notwithstanding the Annual Service Charge set forth above, commencing in the 28th year after the Annual Service Charge Start Date and continuing for a period of two (2) years (years 28-29 inclusive) (or until Termination of this Agreement), the Annual Service Charge shall be (i) the amount stated in Section 4.2(a) or sixty percent (60%) of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater.

v. Stage Five: Notwithstanding the Annual Service Charge set forth above, commencing in the 30th year after the Annual Service Charge Start Date and continuing through Termination of this Agreement (year 30 inclusive), the adjusted Annual Service Charge shall be (i) the amount stated in Section 4.2(a) or eighty percent (80%) of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater. Nothing in this Section alters the understanding of the parties that this Agreement shall be in effect for not more than thirty (30) years from the Annual Service Charge Start Date or for more than thirty-five (35) years from the execution date of this Agreement.

Section 4.3 Payment to Gloucester County

From the Annual Service Charge paid by the Entity, the Township shall annually remit five percent (5%) of the payment received to the County of Gloucester in accordance with the provisions of N.J.S.A. 40A:20-12.

Section 4.4 Quarterly Installments

The Entity expressly agrees that upon commencement of the Annual Service Charge, payments of the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or under payment after close of the Township's fiscal year. In the event that the Entity fails to timely pay any quarterly installment, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the Property until paid.

Section 4.5 Land Tax Credit

Pursuant to N.J.S.A. 40A:20-12(b)(2) the Entity shall, in each subsequent year after the Annual Service Charge Start Date, be entitled to a credit against the Annual Service Charge for the amount, without interest, of the Land Tax Payments paid by it, in the last four preceding quarterly installments.

Section 4.6 Material Conditions

All payments of Land Tax Payments, Annual Service Charges (including the methodology of computation thereof), water and sewer charges, and any interest payments due, are material conditions of this Agreement. The Township relies exclusively on this Agreement in determining the Annual Service Charge payable to the Township over the Term.

The Entity's failure to make the requisite Annual Service Charge payment and/or sewer and water charge payments in a timely manner shall constitute a breach of this Agreement and the Township shall, among its other remedies, have the right to proceed against the Property pursuant to the Tax Sale Law, N.J.S.A. 54:5-1 *et. seq.* and the In Rem Tax Foreclosure Act (1948), N.J.S.A. 54:5-104.29, *et seq.*

The Annual Service Charge and other related municipal charges shall be a continuous, municipal lien on the Land and Improvements and any subsequent Annual Service Charge, including any interest, penalties or costs of collection thereof, shall be added and shall relate back to and part of the initial municipal lien. The Entity hereby acknowledges, understands and agrees that the Annual Service Charge shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes, including specifically and without limitation, the Federal bankruptcy code, regardless of whether the amount of the Annual Service Charge has been determined.

Section 4.7 Application Fee

The Township and the Entity agree there will be no application fee in regard to this Long Term Tax Exemption Law Application.

Article V - Dispute Resolution

Section 5.1 Dispute Resolution

All disputes between the parties arising out of this Agreement shall be resolved by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the Parties are unable to agree on a single Arbitrator, each Party shall designate an Arbitrator, and the designated Arbitrators shall agree upon a third Arbitrator, who shall preside over the resulting three Arbitrator Panel. Any award rendered in any such arbitration shall be final and binding on the parties and judgment thereon may be entered in a court of competent jurisdiction. The costs of such arbitration shall be borne equally by each party.

Article VI - Certificate of Occupancy

Section 6.1 Certificate of Occupancy

It shall be the obligation of the Entity to make application for and make all commercially reasonable efforts to obtain all Certificates of Occupancy in a timely manner as identified in the Application.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with the County Tax Assessor, the Township Tax Collector and the Chief Financial Officer of the Township a copy of any Certificate of Occupancy. Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not mitigate against any action or non-action, taken by the Township, including, if appropriate, retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

Article VII - Annual Audits - Profit Limitations

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles and as otherwise prescribed in the Long Term Tax Exemption Law while this Agreement is in effect. In addition, the Entity agrees to calculate: (i) Annual Gross Revenue pursuant to N.J.S.A. 40A:20-3(a); (ii) its Net Profit pursuant to N.J.S.A. 40A:20-3(c); and (iii) Allowable Net Profit and excess Net Profit pursuant to N.J.S.A. 40A 20-15.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that this Agreement shall continue in effect, the Entity shall submit its Auditor's Report certified by a certified public accountant for the preceding fiscal or calendar year to the Clerk of the Township (or any other representative of the Township as may be designated in a notice to the Entity), who shall advise those municipal officials required to be advised, as required under N.J.S.A. 40:A:20-9(d). Said Auditor's Report shall include, but not be limited for the fiscal or calendar year covered by such Auditor's Report, Gross Revenue of the Entity, the terms and interest rate on any mortgage(s) associated with the Project, the Allowable Net Profit and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder as required by the Long Term Tax Exemption Law.

After completion of the Project, the Entity agrees to submit a report of the Total Project Cost for the Project within ninety (90) days.

In addition to the foregoing, on each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest of the Entity or the Project from the prior year's filing, the Entity shall submit to the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each, and such additional information as the Township may request from time to time.

Section 7.3 Inspection

The Entity shall, upon request, permit the inspection of the Project, the Property, equipment, buildings or other facilities of the Entity by the duly authorized representatives of the Township or the State of New Jersey. It also shall permit, upon request, examination and audit of its books, contracts, records, documents and papers that are relevant to the Project by representatives duly authorized by the Township or the State of New Jersey. Such examination or audit shall be made following reasonable advance written notice, during reasonable hours of the business day, in the presence of an officer or agent of the Entity. To the extent reasonably possible, the examination or audit will not materially interfere with the construction or operation of the Project. All costs incurred by the Township to conduct such inspections and/or audits, including reasonable attorneys' fees if appropriate, shall be borne by the Township; provided, that if as a result of any such inspection, examination or audit, the Entity is found to have filed a fraudulent report or to be in breach of this Agreement or Applicable Law, the costs of such inspection, examination or audit shall be billed to the Entity and paid to the Township as an additional part of the Entity's Annual Service Charge.

Section 7.4 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to limitation of its profits and, if applicable, dividends payable pursuant to the provisions of

N.J.S.A. 40A:20-15. The Township and the Entity acknowledge that such limitation shall apply solely to the Gross Revenue received by the Entity.

Pursuant to and in accordance with N.J.S.A. 40A:20-15, the Entity shall have the right, but not the obligation, to establish a reserve against unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding ten (10%) percent of the Gross Revenue of the Entity for the fiscal year preceding the year in which a determination is being made with respect to permitted Net Profit as provided in N.J.S.A. 40:A:20-15 and to the extent permitted by N.J.S.A. 40:A:20-15 may retain such part of excess net profits as is necessary to eliminate a deficiency in that reserve, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of ten (10%) percent of the preceding year's gross revenues as set forth above. Upon the termination of this Agreement, the amount of reserve, if any, shall be paid to the Township.

Section 7.5 Payment of Dividend and Excess Profit Charge

In the event the Cumulative Net Profit of the Entity should at any time exceed the Cumulative Allowable Net Profits, the Entity shall, within ninety (90) days after the end of such fiscal year, pay such excess profit to the Township as an additional service charge hereunder; provided, however, that the Entity may maintain any reserves permitted by N.J.S.A. 40A:20-15.

Article VIII - Assignment and/or Assumption

Section 8.1 Sale of Project

The Entity shall be permitted to transfer all or any portion of the Project as follows:

(a) As permitted by N.J.S.A. 40A:20-10(a), it is understood and agreed that the Township, on written application by the Entity, shall consent to a sale of the Project and the transfer of this Agreement (and that the tax exemption for the Improvements shall continue and inure to the transferee urban renewal entity, its respective successors and assigns) provided: 1) the transferee entity does not own any other project subject to long term tax exemption at the time of transfer; 2) the transferee entity is an urban renewal entity formed and eligible to operate under the Long Term Tax Exemption Law; 3) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; 4) the Entity's obligations under this Agreement are fully assumed by the transferee entity; and 5) the transferee entity abides by all terms and conditions of this Agreement. Nothing herein shall prohibit any transfer of ownership interest in the Entity provided that the transfer, if greater than 10%, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement.

(b) The Township may levy an administrative fee of two percent (2%) of the Annual Service Charge for the sale of the Project for the processing of a request to transfer as set forth in Section 8.1(a).

Section 8.2 Operation of Project

At all times while this Agreement is in effect, the Project shall be operated in accordance with the provisions of the Long Term Tax Exemption Law. The Township acknowledges that the Entity shall have the ability to lease the Property to others as long as the use is in conformance with the use provided in the Application.

Section 8.3 Subordination of Fee Title

It is expressly understood and agreed that the Entity shall have the right to encumber the fee title to the Property and may encumber or assign for security purposes the Entity's interest in this Agreement, and any such encumbrance or assignment shall not be deemed to be a Default under this Agreement.

Article IX - No Waiver By Township

Section 9.1 No Waiver By Township

Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Township of any rights and remedies. Nothing herein shall be deemed to limit any right of recovery of any amount which the Township has under law, in equity, or under any provisions of this Agreement.

Article X – Notice

Section 10.1 Notice

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested, addressed as follows:

(a) When sent by the Township to the Entity it shall be addressed as follows:

Liberty Commodore I Urban Renewal LLC
1800 Wazee Street, Suite 500
Denver, Colorado 80202

With copy to:

Jeffrey M. Gradone, Esquire
Archer Law
One Centennial Square

Haddonfield, New Jersey 08033

(b) When sent by the Entity to the Township, it shall be addressed to:

Jane DiBella, Municipal Administrator Clerk
Woolwich Township
120 Village Green Drive
Woolwich Township, New Jersey 08085

With a Copy to:

Linda A. Galella, Esquire
Parker McCay P.A.
9000 Midlantic Drive, Suite 300
Mount Laurel, New Jersey 08054

John Alice, Esquire
28 Cooper Street
Woodbury, New Jersey 08096

with copies sent to the Township Tax Collector or Tax Assessor, and the Chief Financial Officer for the Township, unless prior to the giving of notice the Township shall have notified the Entity otherwise.

A party may change any address and recipient for notices to it hereunder by a notice sent by it in accordance with this Article X.

Article XI - Compliance

Section 11.1 Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or Termination of this Agreement to remain bound by the provisions of all applicable state statutes and municipal ordinances and regulations including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances shall constitute a Default under this Agreement.

Article XII - Construction

Section 12.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn, since counsel for both the Entity and the Township have combined in their review and approval of same.

Article XIII - Indemnification

Section 13.1 Indemnification

In the event the Township shall be named as party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of the Long Term Tax Exemption Law by the Entity, the Entity shall indemnify and hold harmless the Township, including payment of reasonable attorney's fees for separate counsel should the Township determine that a conflict of interest exists with respect to relying on the Entity's counsel, and the Entity agrees to defend the suit at its own expense and may employ counsel for the Entity of the Entity's choosing, provided that the Entity shall not have any indemnification or defense obligations with respect to any intentional misconduct or gross negligence by the Township or any of its officers, officials, employees or agents. Notwithstanding the foregoing, the Township maintains the right to retain separate counsel in its defense of any such action and/or to intervene as a party thereto, to which intervention the Entity hereby consents, the reasonable expense of any such separate counsel and/or intervention to be borne by the Entity. This indemnity shall survive termination of this Agreement.

Article XIV - Default

Section 14.1 Event of Default

Default by the Entity or the Township, as the case may be, shall be failure of the Entity or the Township to conform with the terms of this Agreement herein and failure of such party to perform any material obligation imposed thereupon by statute, ordinance or lawful regulation, after notice and opportunity to cure, provided however, that the defaulting party shall not be deemed to be in Default if the defaulting party diligently contests, in good faith and by appropriate proceedings, such compliance with any such material obligation imposed by statute, ordinance or lawful regulation.

Section 14.2 Cure Upon Default

Should the Entity or the Township be in Default, the non-defaulting party shall notify the defaulting party in writing of said Default, stating with specificity the basis of said Default. The defaulting party shall have thirty (30) days to cure any Default (except for a payment Default which shall be fifteen (15) days), provided such Default is capable of cure within thirty (30) days. If the Default is not capable of cure within thirty (30) days, the defaulting party shall have a reasonable period of time to cure such Default, not to exceed ninety (90) days (the "Cure Period"). Subsequent to the expiration of the Cure Period, the non-defaulting party will give final notice of Default requiring the defaulting party to cure the Default within twenty (20) days ("Final Notice Period"). If the Default is the Entity's failure to pay a financial obligation to the

Township and the Default is not cured after the Final Notice Period, the Township shall have the right to proceed against the Property pursuant to In Rem Tax Foreclosure. In addition, after notice and expiration of the Final Notice Period, if the Default for which notice was given remains uncured, the non-defaulting party may terminate this Agreement or proceed against the defaulting party for specific performance or any other remedy available at law or equity. In no event, however, does the Entity waive any defense it may have to contest the right of the Township to proceed by conventional or In Rem Tax Foreclosure just as it would have if the Entity were subject to municipal taxes.

Section 14.3 Remedies Upon Default Cumulative; No Waiver

All of the remedies granted to the Township or the Entity by this Agreement, or available by law and in equity, shall be cumulative and concurrent. No determination of invalidity of any provision within this Agreement shall deprive the Township or the Entity of any of their remedies or actions against the Entity or the Township because of its Default (after the expiration of any applicable grace, notice or cure period) under this Agreement. The bringing of an action for collection of Land Tax Payments, Annual Service Charges, or other charges, or for any other Default hereunder, or the resort to any other remedy for the recovery of Land Tax Payments, Annual Service Charges, water and sewer charges, or other charges, shall not be construed as a waiver of the right to terminate the tax exemption or proceed with In Rem Tax Foreclosure action or any other remedy.

Section 14.4 Termination Upon Default for Non-Payment

Upon any Default in payment of any installment of the Annual Service Charge not cured within twenty (20) days, the Township in its sole discretion shall have the right to immediately exercise the following remedies: (a) terminate this Agreement, at which time: the Improvements on the Property shall be subject to conventional taxation; or (b) exercise any other remedy available to the Township in law or equity. The Township, as a courtesy, will attempt to give the Entity and any mortgagee of the Entity notice of the intention to exercise its remedies but failure to file such notice shall not affect such exercise in any way.

Article XV - Final Accounting

Section 15.1 Final Accounting

Upon any Termination or expiration of the tax exemption provided by this Agreement, whether by affirmative action of the Entity, by virtue of the provisions of the Long Term Tax Exemption Law, or pursuant to the terms of this Agreement, the date of such Termination or expiration shall be deemed to be the end of the fiscal year of the Entity. At the end of the period of tax exemption granted, the Property shall be assessed and taxed according to general law, like other property in the Township. At the same date, all restrictions and limitations upon the Entity

shall terminate, and within ninety (90) days of the date of Termination or expiration of the Term of this Agreement, the Entity shall render a final accounting and pay to the Township the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-15, as well as any excess net profits, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15. For purposes of rendering a final accounting, the Termination date or expiration date shall be deemed to be the end of the fiscal year for the Entity.

Article XVI – Miscellaneous

Section 16.1 Conflict

The parties agree that in the event of a conflict between the Application and this Agreement, the provisions of this Agreement shall govern and prevail.

Section 16.2 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing this Agreement, and the Application constitute the entire Agreement between the parties, and there shall be no modification thereto other than by a written instrument executed by all parties and delivered to each.

Section 16.3 Entire Document

This Agreement and all conditions in the Ordinance of the Governing Body of the Township approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 16.4 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the Township.

Section 16.5 Grammatical

The bracketing of the letter(s) at the end of a word such as unit(s) shall mean the singular or plural, as proper meaning requires, and all related verbs and pronouns shall be made to correspond.

Section 16.6 Filing with Local Government Services

In accordance with this Agreement, the Township shall cause this Agreement and the Ordinance to be filed with the Director of Local Government Services in the Department of Community Affairs of the State.

Section 16.7 Recording

Either this entire Agreement or a memorandum hereof may be filed and recorded with the Clerk of Gloucester County by any of the parties. If recorded, this Agreement shall subordinate to all financing provided Entity and to all financing, provided Entity is in compliance with the terms and conditions detailed herein and in the approving Ordinance. The Township shall issue a certificate evidencing the Entity's good standing and compliance with the terms of this Agreement within fifteen (15) days of Entity's request, and shall cause a discharge of this Agreement, in a form acceptable to Entity and at Entity's cost to be recorded in the Burlington County Clerk's Office within fifteen (15) days of the Termination of this Agreement.

Section 16.8 Financing Matters

The plans for financing the Project are as follows:

The Total Project Cost as defined in the statute is estimated to be [\$26,853,500] as set forth in Exhibit F, which may be financed by debt instruments as determined by the Entity and the Total Project Costs are amortized in equal annual amounts over thirty (30) years. The source of the balance of the funds for the Project are as detailed in Exhibit B.

Section 16.9 Municipal Determinations

Pursuant to N.J.S.A. 40A:20-11, the Township hereby finds and determines that this Agreement is to the direct benefit of the health, welfare and financial well-being of the Township because it allows for redevelopment of the Property into productive, useful and job-creating property; and further:

- a. The costs associated with the tax exemption granted herein are minimal compared to the estimated Total Project Cost of [\$26,853,500] and the benefit by the creation of permanent new jobs and potential for additional new jobs over the life of this Agreement.
- b. The tax exemption granted herein provides mutual benefits to the Township and the Entity and the relative stability and predictability of the Annual Service Charge will make the Project more attractive to (i) investors and lenders needed to finance the Project, and (ii) probable occupants.

Section 16.10 Invalidity

If any term, covenant or condition of this Financial Agreement or the Application shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the Application or the application of such term, covenant or condition to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Long Term Tax Exemption Law.

Section 16.11 Counterparts

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16.12 Amendments

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of each party hereto.

Section 16.13 Headings

The section headings in this Agreement are for convenience only, and shall not be deemed to add or subtract to the meaning of the text of this Agreement.

[Signature Page Immediately Follows]

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

**LIBERTY COMMODORE I URBAN
RENEWAL, LLC**

a New Jersey limited liability company

By: Liberty Venture I, LP
a Delaware limited partnership
its sole member

By: Liberty Venture I, LLC
a Delaware limited liability company
its general partner

By: Liberty Property Limited Partnership
a Pennsylvania limited partnership
its sole member

By: Liberty Property Trust
a Maryland real estate investment trust
its general partner

A T T E S T:

By: _____

Name & Title _____

A T T E S T:

JANE DiBELLA, Township Clerk

TOWNSHIP OF WOOLWICH

BY: _____

VERNON R. MARINO, Mayor

EXHIBITS

Exhibit A	Application
Exhibit B	Financial Plan
Exhibit C	Township's Ordinance of Approval
Exhibit D	Certificate of Formation for Entity
Exhibit E	Annual Service Charge
Exhibit F	Estimated Total Project Costs
Exhibit G	Metes and Bounds Description

Exhibit A

Application

Exhibit B

Financial Plan

See financial plan information attached to Application.

Exhibit C

Township's Ordinance Approving Exemption and
Authorizing Execution of Financial Agreement

Exhibit D

Certificate of Formation for Entity

See Certificate of Formation in the Application

Exhibit E

Annual Service Charge (ASC)

YEAR	ASC
1	\$ 682,920
2	\$ 696,578
3	\$ 710,510
4	\$ 724,720
5	\$ 739,215
6	\$ 753,999
7	\$ 769,079
8	\$ 784,460
9	\$ 800,150
10	\$ 816,153
11	\$ 832,476
12	\$ 849,125
13	\$ 866,108
14	\$ 883,430
15	\$ 901,098
16	\$ 919,120
17	\$ 937,503
18	\$ 956,253
19	\$ 975,378
20	\$ 994,885
21	\$ 1,014,783
22	\$ 1,035,079
23	\$ 1,055,780
24	\$ 1,076,896
25	\$ 1,098,434
26	\$ 1,120,403
27	\$ 1,142,811
28	\$ 1,165,667
29	\$ 1,188,980
30	\$ 1,212,760
	\$ 27,704,753

Exhibit F

Estimated Total Project Costs

See Estimated Total Project Costs in the Application

Exhibit G

Metes and Bounds Description

See attached

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