

2007 Res

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RESOLUTION NO. 2007 - 133

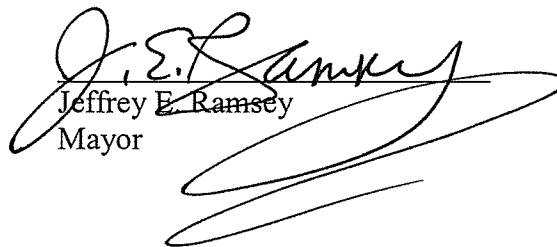
A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments and appeals; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of September, 2007, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

ELLIOTT, ANTHONY & CARLEEN C/O STEVEN GRECO, ATTY. 11 NORTH AIRMONT ROAD, 2 <sup>ND</sup> FLR SUFFERN, NEW YORK 10901 BLOCK 506 LOT 17 68 MONTCLAIR LANE OVERPAYMENT TAXES	\$1251.62
COUNTRYWIDE PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 710 LOT 8 27 GRANITE LANE OVERPAYMENT TAXES	1484.54
MANMOHAN & SEEMA TRIKHA 360 VALLEY ROAD WATCHUNG, NEW JERSEY 07069-6055 BLOCK 316 LOT 38 9 PEBBLE LANE OVERPAYMENT TAXES	960.00
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE SUITE 100 ATTN: NJ TEAM ROCHESTER, NEW YORK 14623 BLOCK 206 LOT 17 27 BRADFORD LANE APPEAL	221.60
BLOCK 246 LOT 3 91 BARRINGTON LANE APPEAL	611.80
LEE, MIKE & PHYLLIS 40 MAYAPPLE LANE WILLINGBORO, N.J. 08046 BLOCK 526 LOT 11 40 MAYAPPLE LANE OVERPAYMENT TAXES	1208.23
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE SUITE 100 ATTN: NJ TEAM ROCHESTER, NEW YORK 14623 BLOCK 708 LOT 38 47 GAMEWELL LANE OVERPAYMENT TAXES	1099.06

PAUL & LUCIENNE VALLES C/O NATIONWIDE ABSTRACT 704 D. GINESI DRIVE MORGANVILLE, N.J. 07751 BLOCK 818 LOT 65 46 EAST STOKES ROAD OVERPAYMENT TAXES	\$1833.72
WILLIAM & GAY MELVIN C/O PERFORMANCE ABSTRACT AGENCY 3 EAST STOW ROAD, SUITE 102 MARLTON, N.J. 08053 BLOCK 1102 LOT 7 35 TYLER DRIVE OVERPAYMENT TAXES	1880.14
LANDAMERICA TAX SERVICE 4910 RIVERGRADE ROAD, SUITE 301 IRWINDALE, CA 91706 BLOCK 801 LOT 42 52 ECHOHILL LANE OVERPAYMENT TAXES	955.71
SHORNA WALDEN 14 EBBTIDE LANE WILLINGBORO, N.J. 08046 BLOCK 838 LOT 19 14 EBBTIDE LANE OVERPAYMENT TAXES	111.44
SURETY TITLE COMPANY 3 EAST STOW ROAD, SUITE 101 MARLTON, N.J. 08053 BLOCK 901 LOT 190 126 ROCKLAND DRIVE OVERPAYMENT TAXES	782.23
GROUP 21 5 GREENTREE CENTRE, SUITE 111 ROUTE 73 @ LINCOLN DRIVE MARLTON, N.J. 08053 BLOCK 101 LOT 9 29 SUSSEX DRIVE OVERPAYMENT TAXES	1151.16



DYNASTY TITLE, LLC. 1 CLYDE ROAD SOMERSET, N.J. 08873-3493 BLOCK 308 LOT 29 1 PEARTREE LANE OVERPAYMENT TAXES	\$1159.31
MILTON & CHARLESETTA BOYCE C/O LENDERS FIRST CHOICE 3803 PARKWOOD BLVD, SUITE 100 FRISCO, TX. 75034 BLOCK 409 LOT 25 38 COUNTRY CLUB ROAD OVERPAYMENT TAXES	1796.16
EDWARDS, RALF & BUZZARD, PATRICIA 59 BARTLETT LANE WILLINGBORO, N.J. 08046 BLOCK 222 LOT 39 59 BARTLETT LANE OVERPAYMENT TAXES	1100.00
MICHAEL & DIANE GLASS 21 GLOVER LANE WILLINGBORO, N.J. 08046 BLOCK 737 LOT 17 21 GLOVER LANE OVERPAYMENT TAXES	54.38
CONGRESS TITLE 110 BARCLAY PAVILLION E. CHERRY HILL, N.J. 08034 BLOCK 902 LOT 147 17 RANDOLPH PLACE OVERPAYMENT TAXES	689.37
AL & BARBARA COLEY 31 NIAGARA LANE WILLINGBORO, N.J. 08046 BLOCK 1022 LOT 18 31 NIAGARA LANE OVERPAYMENT TAXES	958.40

LENDER'S FIRST CHOICE 1785 VOYAGER AVE. STE. 100 SIMI VALLEY, CA. 93063 BLOCK 902 LOT 123 2 RADNOR COURT OVERPAYMENT TAXES	\$927.22
WELLS FARGO REAL ESTATE TAX SERVICE 1 HOME CAMPUS, MAC X2502-011 REGION 1, ATTN: FINANCIAL UNIT DES MOINES, IA. 50328-0001 BLOCK 901 LOT 231 184 ROCKLAND DRIVE OVERPAYMENT TAXES	331.98
BLOCK 901 LOT 33 16 RIDGE VIEW PLACE OVERPAYMENT TAXES	128.05
TITLE TODAY, INC. 977 ROUTE 33, SUITE 202 MONROE TOWNSHIP, N.J. 08831 BLOCK 827 LOT 14 53 EASTERN LANE OVERPAYMENT TAXES	1009.47
DAVID & MILDDRED GAMA 161 GLEN GARY LANE HAINESPORT, N.J. 08036 BLOCK 829 LOT 19 10 EAGEN LANE OVERPAYMENT TAXES	484.22
BALDWIN, RICHARD & EDITH 39 GENESEE LANE WILLINGBORO, N.J. 08046 BLOCK 720 LOT 41 39 GENESEE LANE OVERPAYMENT TAXES	1202.92
FOUNDATION TITLE, LLC 47 COOPER STREET WOODBURY, N.J. 08096 BLOCK 904 LOT 68 16 RADFORD PLACE OVERPAYMENT TAXES	1176.96

FIRST AMERICAN REAL ESTATE TAX SERVICE 78.66  
95 METHODIST HILL DRIVE  
SUITE 100 ATTN: NJ TEAM  
ROCHESTER, NEW YORK 14623  
BLOCK 1010  
LOT 9  
43 NORWOOD LANE  
OVERPAYMENT TAXES

GARDEN STATE ABSTRACT CO. 1332.55  
NORTH CROSSING GARDEN OFFICES  
112J CENTRE BOULEVARD  
MARLTON, N.J. 08053  
BLOCK 613  
LOT 13  
44 HANCOCK LANE  
OVERPAYMENT TAXES

**RESOLUTION NO. 2007 – 134**

**A RESOLUTION AWARDING A BID FOR  
RENOVATION TO OLD LIBRARY AREA,  
MUNICIPAL COMPLEX**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the renovation of the old Library area of the Municipal Complex; and


WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Fanelli Construction Inc., 11 James Street, Mt. Ephraim, New Jersey 08059** in the amount of \$441,000; and


WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of September, 2007, that the bid be accepted as per the attached bid return sheet and recommendation from Mr. Duane Wallace, Director of Inspections; and

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer				✓
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

Certification of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

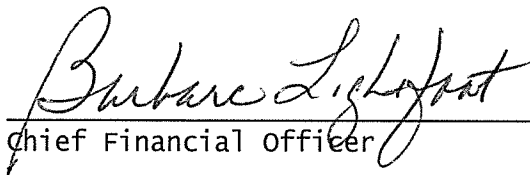
Resolution Date: 09/11/07  
Resolution Number: 2007-134

Vendor: FANELLIC FANELLI CONSTRUCTION INC  
11 JAMES STREET  
MT. EPHRAIM, NJ 08059

Contract: 07-00013 MINIPAL BLDG LIBRARY RENOV.

Account Number	Amount	Department Description
C-04-55-906-001-901	441,000.00	GENERAL CAPITAL 2006
Total	441,000.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

# Township of Willingboro

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## MEMORANDUM DIRECTOR OF INSPECTIONS INTER-OFFICE

**TO:** Joanne Diggs, Acting Township Manager

**DATE:** Tuesday, September 04, 2007

**SUBJECT:** Library Renovation Bid Recommendation

Attached please find a copy of the results of the bid opening for the library project. I would like to recommend that we accept the bid submitted by Fanelli Construction in the amount of \$441,000. if there are any questions please feel free to contact this office.

**Cc:** Eric Berry, Deputy Township Manager  
Marie Annese, Township Clerk  
Ramona Barrientos, Purchasing Agent  
File

**OLD LIBRARY AREA RENOVATIONS**

BID OPENED BY: AUGUST 17, 2007  
10:30 AM

PRESENT: DUANE WALLACE, DIRECTOR OF INSPECTIONS &  
CARLOS RODRIGUEZ, ARCHITECT

BID OPENED BY: SARAH WOODING, DEPUTY TOWNSHIP CLERK  
MUNICIPAL COURT ROOM

**REPRESENTATION BY EACH BIDDER LISTED BELOW:**

CONTRACTOR	TOTAL
FANELLI CONSTRUCTION	\$441,000
WJ. GROSS, INC.	479,000
GUAL CONSTRUCTION, INC.	496,144
J.J. WILLIAMS ENTERPRISES, INC.	497,000
RANCO CONSTRUCTION, INC.	538,000
LEVY CONSTRUCTION CO.	538,600
EAGLE CONSTRUCTION SERVICES INC.	583,514
COSTAL LAND CONTRACCTORS, INC.	596,300
BEAUDOIN & PAPAGNO	622,000
T.N. WARD COMPANY	637,876
MARTELL CONSTRUCTION VO., INC.	694,600

**ALL REQUIREMENTS NEEDED WERE SUBMITTED:**

<input checked="" type="checkbox"/>	Bid form	
<input checked="" type="checkbox"/>	A bid guarantee as required by N.J.S.A. 40A: 11-21 (Bid Bond, Certified Check or Cashier's Check)	
<input checked="" type="checkbox"/>	A certificate from surety company, pursuant to N.J.S.A. 40A: 11-22 (Consent of Surety)	
<input checked="" type="checkbox"/>	A Statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement)	
<input checked="" type="checkbox"/>	A listing of subcontractors as required by N.J.S.A. 40A: 11-16 (Subcontractors Declaration)	
<input checked="" type="checkbox"/>	Bidders acknowledge of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
<input checked="" type="checkbox"/>	Public Works Contractor Registration Form	
<input checked="" type="checkbox"/>	New Jersey "Business Registration Certificate" Form	
<input checked="" type="checkbox"/>	Contractor's Qualification Statement	
<input checked="" type="checkbox"/>	Bidder Certificate showing ability to perform contract, pursuant to <u>N.J.S.A. 40A: 11-20</u>	

# Township of Willingboro

## MEMORANDUM DIRECTOR OF INSPECTIONS INTER-OFFICE

**TO:** Joanne Diggs, Acting Township Manager

**DATE:** Tuesday, September 04, 2007

**SUBJECT:** Library Renovation Bid Recommendation

Attached please find a copy of the results of the bid opening for the library project. I would like to recommend that we accept the bid submitted by Fanelli Construction in the amount of \$441,000. if there are any questions please feel free to contact this office.

**Cc:** Eric Berry, Deputy Township Manager  
Marie Annese, Township Clerk  
Ramona Barrientos, Purchasing Agent  
File



**OLD LIBRARY AREA RENOVATIONS**

BID OPENED BY: AUGUST 17, 2007  
10:30 AM

PRESENT: DUANE WALLACE, DIRECTOR OF INSPECTIONS &  
CARLOS RODRIGUEZ, ARCHITECT

BID OPENED BY: SARAH WOODING, DEPUTY TOWNSHIP CLERK  
MUNICIPAL COURT ROOM

**REPRESENTATION BY EACH BIDDER LISTED BELOW:**

<b>CONTRACTOR</b>	<b>TOTAL</b>
FANELLI CONSTRUCTION	\$441,000
WJ. GROSS, INC.	479,000
GUAL CONSTRUCTION, INC.	496,144
J.J. WILLIAMS ENTERPRISES, INC.	497,000
RANCO CONSTRUCTION, INC.	538,000
LEVY CONSTRUCTION CO.	538,600
EAGLE CONSTRUCTION SERVICES INC.	583,514
COSTAL LAND CONTRACCTORS, INC.	596,300
BEAUDOIN & PAPAGNO	622,000
T.N. WARD COMPANY	637,876
MARTELL CONSTRUCTION VO., INC.	694,600

**ALL REQUIREMENTS NEEDED WERE SUBMITTED:**

<input checked="" type="checkbox"/>	Bid form	
<input checked="" type="checkbox"/>	A bid guarantee as required by N.J.S.A. 40A: 11-21 (Bid Bond, Certified Check or Cashier's Check)	
<input checked="" type="checkbox"/>	A certificate from surety company, pursuant to N.J.S.A. 40A: 11-22 (Consent of Surety)	
<input checked="" type="checkbox"/>	A Statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement)	
<input checked="" type="checkbox"/>	A listing of subcontractors as required by N.J.S.A. 40A: 11-16 (Subcontractors Declaration)	
<input checked="" type="checkbox"/>	Bidders acknowledge of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
<input checked="" type="checkbox"/>	Public Works Contractor Registration Form	
<input checked="" type="checkbox"/>	New Jersey "Business Registration Certificate" Form	
<input checked="" type="checkbox"/>	Contractor's Qualification Statement	
<input checked="" type="checkbox"/>	Bidder Certificate showing ability to perform contract, pursuant to <u>N.J.S.A. 40A: 11-20</u>	

*Approved  
Dad  
9/11*

# Township of Willingboro

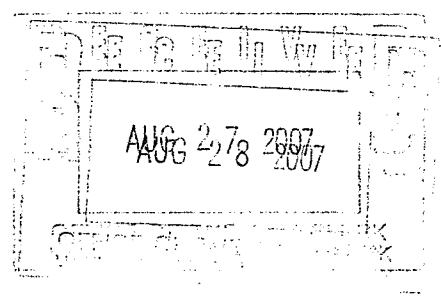
MEMORANDUM  
DIRECTOR OF INSPECTIONS INTER-OFFICE

**TO:** Joanne Diggs, Acting Township Manager  
**DATE:** Monday, August 27, 2007  
**SUBJECT:** Library Renovation Bid Recommendation

Attached please find a copy of the results of the bid opening for the library project. I would like to recommend that we accept the bid submitted by Fanelli Construction in the amount of \$441,000. if there are any questions please feel free to contact this office.

*[Handwritten signature]*  
9/11

**Cc:** Eric Berry, Deputy Township Manager  
~~Maria Annesse, Township Clerk~~  
Ramona Barrientos, Purchasing Agent  
File



TOWNSHIP OF WILLINGBORO  
PUBLIC BID 2007/OLD LIBRARY AREA RENOVATIONS  
BID DOCUMENT CONFIRMATION LOG

CONTRACTOR	TOTAL
FANELLI CONSTRUCTION	\$441,000
WJ. GROSS, INC.	479,000
GAUL CONSTRUCTION, INC.	496,144
J.J. WILLIAMS ENTERPRISES, INC.	497,000
RANCO CONSTRUCTION, INC.	538,000
LEVY CONSTRUCTION CO.	538,600
EAGLE CONSTRUCTION SERVICES, INC.	583,514
COSTAL LAND CONTRACTORS, INC.	596,300
BEAUDOIN & PAPAGNO	622,000
T.N. WARD COMPANY	637,876
MARTELL CONSTRUCTION CO., INC.	694,600

**RESOLUTION NO. 2007 – 135**

**A RESOLUTION AWARING A BID FOR THE  
CONSTRUCTION OF A PUBLIC WORKS SALT BARN**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the construction of a Public Works Salt Barn; and

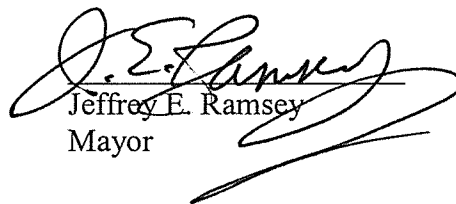
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Reilly Construction Inc., 118 S. Warren Street, 3<sup>rd</sup> Floor, Trenton, New Jersey**, in the amount of \$398,265.60 (**representing the Base Bid**); and

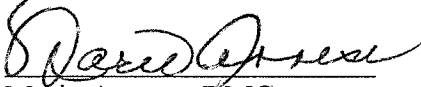
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of September, 2007, that the bid be accepted as per the attached bid return sheet and recommendation of Remington & Vernick dated September 11, 2007; and

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

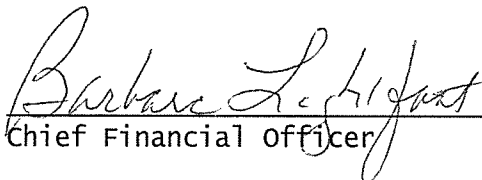
Resolution Date: 09/11/07  
Resolution Number: 2007-135

Vendor: REILLYCO REILLY CONSTRUCTION INC  
118 S WARREN STREET FLR 3  
TRENTON, NJ 08608

Contract: 07-00014 PUBLIC WORKS SALTS BARN  
FILE# 0338T052

Account Number	Amount	Department Description
C-04-55-906-005-905	398,265.60	GENERAL CAPITAL 2006
Total	398,265.60	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

ACTING   
Chief Financial Officer

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President  
CRAIG F. REMINGTON, PLS, PP Vice President

## EXECUTIVE VICE PRESIDENTS

Michael D. Vena, PE, PP, CME  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

**DIRECTOR OF OPERATIONS  
CORPORATE SECRETARY**  
Bradley A. Blubaugh, BA, MPA

**SENIOR ASSOCIATES**  
John J. Cantwell, PE, PP, CME  
Alan Dittenhofer, PE, PP, CME  
Frank J. Seney, Jr., PE, PP, CME  
Terence Vogt, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME  
Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
Marc DeBlasio, PE, PP, CME  
Leonard A. Faiola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME

**Remington &  
Vernick Engineers**  
232 Kings Highway East  
Haddonfield, NJ 08033  
(973) 323-3065  
(856) 795-9595  
(856) 795-1882 (fax)

15-33 Halsted Street, Suite 204  
East Orange, NJ 07018  
(973) 323-3065  
(973) 323-3068 (fax)

**Remington, Vernick  
& Vena Engineers**  
9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 2  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

**Remington, Vernick  
& Walberg Engineers**  
845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

**Remington, Vernick  
& Beach Engineers**  
922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203  
Mechanicsburg, PA 17050  
(717) 766-1775  
(717) 766-0232 (fax)

U.S. Steel Tower  
600 Grant Street, Suite 1251  
Pittsburgh, PA 15219  
(412) 263-2200  
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building  
262 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

**Remington, Vernick  
& Arango Engineers**  
243 Route 130, Suite 200  
Bordentown, NJ 08505  
(609) 298-6017  
(609) 298-8257 (fax)

September 11, 2007

Ms. Joanne Diggs, Acting Township Manager  
Township of Willingboro Municipal Complex  
1 Salem Road  
Willingboro, NJ 08046

**Re: Township of Willingboro  
Department of Public Works Salt Barn  
Our File #0338T052**

Dear Ms. Diggs:

We have tabulated the bids received on June 29, 2007, with reference to the above-captioned project and find the lowest bidder to be Reilly Construction, Inc. 118 S. Warren Street, 3<sup>rd</sup> Floor, Trenton, New Jersey in the amount of \$398,265.60, representing the Base Bid. A copy of the tabulation is enclosed for your review.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Reilly Construction, Inc., for the *Base Bid* in the amount of \$398,265.60. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,

**REMINGTON & VERNICK ENGINEERS, INC.**



K. Wendell Bibbs, P.E., C.M.E.

Enclosure

cc: Mayor & Council, c/o Marie Annese, Clerk  
Michael Armstrong, Township Solicitor  
Eric Berry, Deputy Twp. Mgr.  
Richard A. Brevogel, Supervisor, DPW  
Richard G. Arango  
Syreeta Paul  
George LaPorte  
Raymond D. Longmore

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**MEMORANDUM**

**TO:** Frank J. Seney  
K. Wendell Bibbs

**FROM:** Elaine E. Lashley

**RE:** Willingboro Township  
Department of Public Works Salt Barn  
Project No.: 0338T052

**DATE:** July 2, 2007

I have reviewed the bids submitted for the above-referenced project and have found apparent errors and/or omissions. There are minor mathematical errors in the bid submitted by Reilly Construction, Inc. The Base Bid amount should be \$398,266.50, whereas \$398,265.60 was submitted.

On Alternate Bid No. 1, there are mathematical errors on Lines 7, 8 and 9. A Unit Price of \$101.49 was submitted for Line 10 with an amount of \$21,312.00; however, Line 10 states: "NO ITEM." Mathematical errors are also on Lines 11, 12, 13 (400 x \$10,240.00 = \$4,096,000.00), 15, and 16. The bid amount as submitted for Alternate Bid No. 1 is \$357,305.60.

There are minor mathematical errors on the bid submitted by Bulk Storage (Base bid = \$416,048.20 was submitted, whereas \$416,047.00 was submitted, and Alt. No. 1 = \$383,078.20, whereas \$383,077.00 was submitted). However, copies of the Public Works Contractor Registraton Forms were not included in the bid packet.

The list of successful bidders is as follows:

<b><u>CONTRACTOR</u></b>	<b><u>BASE BID AMOUNT</u></b>
Reilly Construction, Inc.	\$398,265.60
Bulk Storage Inc.	\$416,047.00
The average bid price is:	\$407,156.30
Engineer's Estimate for this project:	\$369,260.00
The lowest bidder is:	Reilly Construction, Inc.
The highest bidder is:	Bulk Storage Inc.
<b><u>CONTRACTOR</u></b>	<b><u>ALTERNATE BID NO. 1</u></b>
Reilly Construction, Inc.	\$357,305.60
Bulk Storage Inc.	\$383,077.00
The average bid price is:	\$370,191.30
Engineer's Estimate for this project:	\$338,260.00
The lowest bidder is:	Reilly Construction, Inc.
The highest bidder is:	Bulk Storage Inc.

**R** REMINGTON & VERNICK ENGINEERS  
**V** BID TABULATION

PROJECT NAME:  
 WILLINGBORO DEPARTMENT OF PUBLIC WORKS SALT BARN  
 PROJECT NUMBER:  
 0338T052  
 CLIENT:  
 TOWNSHIP OF WILLINGBORO

Reilly Construction, Inc.  
 118 S. Warren Street, Flr. 3  
 Trenton, NJ 08608  
 (609-278-3737)  
 ((BB, CS, SS, etc.))

Bulk Storage Inc.  
 28101 South Yates Avenue  
 Beecher, IL 60401  
 (708-946-9595)  
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL	AS BID	UNITS PRICE	TOTAL	AS BID
1	SOIL EROSION & SEDIMENT CONTROL	1	LS	\$4,032.00	\$4,032.00		\$1,430.00	\$1,430.00	
2	EXISTING SALT BARN DEMOLITION	1	LS	\$19,200.00	\$19,200.00		\$9,300.00	\$9,300.00	
3	SITE PREPARATION & GRADING	1	LS	\$12,800.00	\$12,800.00		\$22,200.00	\$22,200.00	
4	DYNAMIC COMPACTION	1	LS	\$4,697.60	\$4,697.60		\$0.00	\$0.00	
5	40' x 48' ( 957 TON MIN. CAPACITY) SALT BARN BUILDING, COMPLETE & INSTALLED INCLUDING A 15' X 28' STAINLESS STEEL OVERHEAD GARAGE DOOR AND OPERATOR	1	LS	\$236,448.00	\$236,448.00		\$214,500.00	\$214,500.00	
6	25' X 48' LEAN-TO STRUCTURE, COMPLETE & INSTALLED	1	LS	\$29,926.40	\$29,926.40		\$36,200.00	\$36,200.00	
7	DENSE GRADED AGGGREGATE BASE COURSE, 10" THICK	1150	SY	\$16.14	\$18,561.00	\$18,560.00	\$18.30	\$21,045.00	
8	GEOTEXTILE SUPPORT FABRIC	1150	SY	\$1.78	\$2,047.00	\$2,048.00	\$5.47	\$6,290.50	\$6,290.00
9	HOT MIX ASPHALT BASE COURSE, MIX I-2, 7" THICK	500	TON	\$68.20	\$34,100.00	\$34,099.20	\$110.00	\$55,000.00	
10	NO ITEM	0	N/A	\$0.00	\$0.00		\$0.00	\$0.00	
11	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 3" THICK	210	TON	\$101.49	\$21,312.90	\$21,312.00	\$112.50	\$23,625.00	
12	TACK COAT	180	GAL	\$4.27	\$768.60	\$768.00	\$8.29	\$1,492.20	
13	PRIME COAT	400	GAL	\$3.92	\$1,568.00		\$5.97	\$2,388.00	
14	ELECTRICAL INSTALLATION, INCLUDING ALL MATERIALS, LABOR & EQUIPMENT NEEDED FOR FULLY FUNCTIONAL 100 AMP ELECTRICAL SERVICE TO SALT BARN	1	LS	\$10,240.00	\$10,240.00		\$16,500.00	\$16,500.00	
15	TOPSOILING, 4" THICK	250	SY	\$7.19	\$1,797.50	\$1,798.40	\$12.80	\$3,200.00	
16	FERTILIZER AND SEEDING, TYPE A-3	250	SY	\$3.07	\$767.50	\$768.00	\$11.51	\$2,877.50	\$2,877.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$398,266.50</b>	<b>\$398,265.60</b>		<b>\$416,048.20</b>	<b>\$416,047.00</b>

\* Mathematical Error

**ALTERNATE BID #1**

1	SOIL EROSION & SEDIMENT CONTROL	1	LS	\$4,032.00	\$4,032.00		\$1,430.00	\$1,430.00	
2	EXISTING SALT BARN DEMOLITION	1	LS	\$19,200.00	\$19,200.00		\$9,300.00	\$9,300.00	
3	SITE PREPARATION & GRADING	1	LS	\$12,800.00	\$12,800.00		\$22,200.00	\$22,200.00	
4	DYNAMIC COMPACTION	1	LS	\$4,697.60	\$4,697.60		\$0.00	\$0.00	
5	40' x 48' ( 957 TON MIN. CAPACITY) SALT BARN BUILDING, COMPLETE & INSTALLED (WITHOUT OVERHEAD GARAGE DOOR)	1	LS	\$195,488.00	\$195,488.00		\$181,530.00	\$181,530.00	
6	25' X 48' LEAN-TO STRUCTURE, COMPLETE & INSTALLED	1	LS	\$29,926.40	\$29,926.40		\$36,200.00	\$36,200.00	
7	DENSE GRADED AGGGREGATE BASE COURSE, 10" THICK	1150	SY	\$16.14	\$18,561.00	\$18,560.00	\$18.30	\$21,045.00	
8	GEOTEXTILE SUPPORT FABRIC	1150	SY	\$1.78	\$2,047.00	\$2,048.00	\$5.47	\$6,290.50	\$6,290.00



**R** REMINGTON & VERNICK ENGINEERS  
**V** BID TABULATION

PROJECT NAME:  
 WILLINGBORO DEPARTMENT OF PUBLIC WORKS SALT BARN  
 PROJECT NUMBER:  
 0338T052  
 CLIENT:  
 TOWNSHIP OF WILLINGBORO

Reilly Construction, Inc.  
 118 S. Warren Street, Flr. 3  
 Trenton, NJ 08608  
 (609-278-3737)  
 ((BB, CS, SS, etc.))

Bulk Storage Inc.  
 28101 South Yates Avenue  
 Beecher, IL 60401  
 (708-946-9595)  
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL	AS BID	UNITS PRICE		TOTAL	AS BID
9	HOT MIX ASPHALT BASE COURSE, MIX I-2, 7" THICK	500	TON	\$68.20	\$34,100.00	\$34,099.20	\$110.00	\$55,000.00		
10	NO ITEM	0	N/A	\$101.49	\$0.00	\$21,312.00	\$0.00	\$0.00		
11	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 3" THICK	210	TON	\$4.27	\$896.70	\$768.00	\$112.50	\$23,625.00		
12	TACK COAT	180	GAL	\$3.92	\$705.60	\$1,568.00	\$8.29	\$1,492.20	\$1,492.00	
13	PRIME COAT	400	GAL	\$10,240.00	\$4,096,000.00	\$10,240.00	\$5.97	\$2,388.00		
14	ELECTRICAL INSTALLATION, INCLUDING ALL MATERIALS, LABOR & EQUIPMENT NEEDED FOR FULLY FUNCTIONAL 100 AMP ELECTRICAL SERVICE TO SALT BARN	1	LS	\$10,240.00	\$10,240.00		\$16,500.00	\$16,500.00		
15	TOPSOILING, 4" THICK	250	SY	\$7.19	\$1,797.50	\$1,798.40	\$12.80	\$3,200.00		
16	FERTILIZER AND SEEDING, TYPE A-3	250	SY	\$3.07	\$767.50	\$768.00	\$11.51	\$2,877.50	\$2,877.00	
<b>TOTAL CONSTRUCTION COST</b>					<b>\$4,431,259.30</b>	<b>\$357,305.60</b>		<b>\$383,078.20</b>	<b>\$383,077.00</b>	*

\* Mathematical Error

RESOLUTION NO. 2007 - 136  
**A RESOLUTION PROVIDING FOR A MEETING NOT  
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
 MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

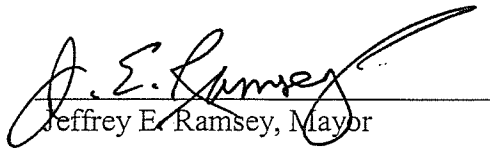
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

*Contract Negotiation - Estoppel Certificate (Delco)*

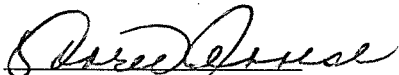
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Sept. 11, 2007, that an Executive Session closed to the public shall be held on Sept. 11, 2007, at 7:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

  
 Jeffrey E. Ramsey, Mayor

Attest:

  
 Marie Annese, RMC  
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				✓
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**RESOLUTION NO. 2007 – 137**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING CONSENT TO WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, L.L.C. PURSUANT TO N.J.S.A. 40A:12A-9 TO ENTER INTO SPECIFIC REAL ESTATE TRANSACTIONS INVOLVING THE REDEVELOPMENT AREA.**

**WHEREAS**, the Willingboro Town Center Urban Renewal North, L.L.C. (hereinafter "Redeveloper") has made application to the Township of Willingboro (hereinafter "Township") for approval of development plans for Block 3, Lot 4.06 known as the "North Pad " property; and

**WHEREAS**, the conceptual development plans have been reviewed and approved by the Willingboro Township Planning Board, according to the Planning Board's Resolution No. 7-2007; and

**WHEREAS**, the development by Redeveloper, is in the best interest of the Township and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

**WHEREAS**, the Township and ReNEWal Willingboro, LLC, previously entered into an agreement entitled the "Redevelopment Agreement Between the Township of Willingboro and ReNEWal Willingboro, LLC, dated for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter the "Agreement") which addresses the redevelopment of the former Willingboro Plaza site (hereinafter the "Property" or "Site") pursuant to a Redevelopment Plan adopted by the Township (hereinafter the "Redevelopment Plan"); and

**WHEREAS**, ReNEWal Willingboro, LLC, and Delco Development, L.L.C. ("Delco"), entered into a Purchase and Sale and Option Agreement entered on or about September 14, 2004, as amended, whereby in part, ReNEWal and WUR granted to Delco or its assignee the option to purchase a portion of the subdivided ReNEWal Site comprising approximately 4.555 acres of land appearing on the current Willingboro tax map as Block 3, Lot 4.06; and

**WHEREAS**, Delco exercised its option to purchase Block 3, Lot 4.06 and created Willingboro Town Center Urban Renewal North, LLC as its assignee; to which it assigned its right to purchase Block 3, Lot 4.06 comprised of 4.555 acres , and;

**WHEREAS**, on or about May 17, 2005, the Township and Willingboro Town Center Urban Renewal North, L.L.C. (hereinafter "Redeveloper") entered into a "Redevelopment Agreement for A Commercial Development on Block 3, Lot 4.06, in the Willingboro Plaza Redevelopment Area of the Township of Willingboro and Burlington

County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal North, L.L.C.", appointing Willingboro Town Center Urban Renewal North, L.L.C. as the redeveloper of Block 3, Lot 4.06,; and

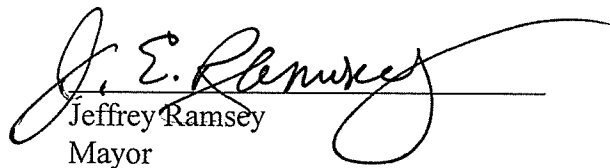
**WHEREAS**, Redeveloper intends to enter into a Mortgage, Assignment of Leases and Rents and Security Agreement (hereinafter "mortgage agreement") with CIBC Inc., ("CIBC") to grant a mortgage, assignment of leases and rents and security agreement on Block 3, Lot 4.06, the "North Pad" property, to secure a loan totaling six million two hundred thousand dollars (\$6,200,000.00) for the purpose of providing Construction loan financing in relation to the North Pad project site property improvements, as well as other improvements of the project; and

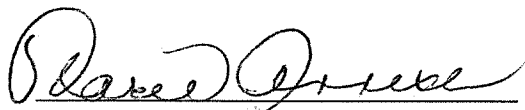
**WHEREAS**, the Township Council of Township of Willingboro has consented to the Mortgage in from CIBC to the Redeveloper in Resolution No.: 2007- 106, on or about September 3<sup>rd</sup>, 2007; and

**WHEREAS**, the Township Council of the Township of Willingboro also consents to the execution of an Estoppel Certificate for the Redevelopment Agreement to CIBC in connection with the Mortgage agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of September, 2007, that the Township of Willingboro hereby consents to and authorizes the Mayor and Clerk to execute the Estoppel Certificate for the Redevelopment Agreement, subject to and provided said Certificate is in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. and the Redevelopment Plan.

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution be provided to Willingboro Town Center Urban Renewal North, L.L.C. for their information and attention.

  
Jeffrey Ramsey  
Mayor

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

ESTOPPEL CERTIFICATE  
FOR  
REDEVELOPMENT AGREEMENT

September 11, 2007

CIBC Inc.  
200 West Madison Avenue, Ste. 2610  
Chicago, Illinois 60606

Re: That certain Redevelopment Agreement between the Township of Willingboro, New Jersey, a municipal corporation of the State of New Jersey (the "Township") and Willingboro Town Center Urban Renewal North, LLC, a New Jersey limited liability company ("WTC"), dated as of May 17, 2005 (the "Redevelopment Agreement"), and that certain Financial Agreement for Long Term Tax Exemption between the Township and WTC's predecessor-in-title, dated December 11, 2000, as assigned (the "PILOT"; the Redevelopment Agreement and the PILOT are collectively the "Agreements") each concerning that certain real property located in Burlington County, New Jersey commonly known as Willingboro Town Center and more particularly described on Exhibit A attached hereto (the "Property").

Ladies and Gentlemen:

In connection with a loan to WTC and Willingboro Town Center North Manager, LLC, a New Jersey limited liability company ("WTC Manager"; WTC and WTC Manager shall collectively be referred to as "Borrower") by CIBC Inc., a Delaware corporation (together with its successors and assigns, "Lender"), to be secured by a mortgage on Borrower's right, title and interest in the Property (including without limitation WTC's fee interest in the Property), the undersigned, hereby warrants, represents, certifies and agrees to and with Lender that as of the date of this Certificate:

1. The Agreements are presently in full force and effect and have not been amended, modified or supplemented and there are no agreements other than the Agreements, whether oral or written, concerning the Property (or any portion thereof).

2. There is neither any default nor any event which, with the passage of time or the giving of notice, or both, would constitute a default under either of the Agreements by any of the parties thereto.

3. WTC has not assigned, transferred or encumbered any of its rights or obligations under the Agreements.

4. All work conducted to date by the Borrower at the Property conforms to the terms of the Agreements and the zoning and planning rules and regulations of the Township, including the redevelopment plan prepared by the Planning Board of the Township and adopted by the Township Council of the Township by Ordinance No. 1998-4 on May 5, 1998 (the "Redevelopment Plan").

5. The improvements (and the use thereof) contemplated by the Agreements and the use of the Property as a retail shopping center conforms to the terms of the Agreements and the zoning and planning rules and regulations of the Township, including the Redevelopment Plan.

6. To the extent required under the Agreements, the Township has heretofore received notice of the proposed mortgage financing in the aggregate principal amount of up to \$6,200,000 to be provided by Lender to Borrower (the "Loan") and secured by, among other things, a first priority mortgage against Borrower's right, title and interest (including without limitation WTC's fee estate) in the Property (as amended, modified, restated, supplemented and/or consolidated from time to time, the "Mortgage"). To the extent required under the Agreement, The Township hereby consents to the Mortgage and financing in connection therewith and agrees that Lender (and its successors and/or assigns) is and shall be entitled to the rights of a "Mortgagee" and a "Holder" as defined in Article 5 of the Redevelopment Agreement.

7. Pursuant to Article 5 of the Redevelopment Agreement, so long as the Loan remains outstanding, whenever notice or a demand shall be delivered to WTC or Borrower of a default or a breach under the Agreements, a copy of such notice shall be simultaneously sent to Lender at the following address: CIBC Inc., 200 West Madison Avenue, Ste. 2610, Chicago, Illinois 60606, with a copy to Cassin Cassin & Joseph, LLP, 711 Third Avenue, 20<sup>th</sup> Floor, New York, New York 10017, Attention: Michael J. Hurley, Jr., Esq., Facsimile No. 212-557-2952. Lender may change the party to receive notice for Lender by giving written notice to the Township.

8. Pursuant to Section 4.03 of the Redevelopment Agreement, to the extent required, the Township has received notice of and hereby consents to the Borrower leasing space at the Property to the following tenants and prospective tenants set forth on the rent roll attached hereto as Exhibit B.

9. Attached hereto as Exhibit C is a true and correct copy of the Agreement.

10. This Certificate may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

11. The Township acknowledges that Lender, in making the Loan, is relying upon the accuracy of the statements and agreements of the Township in this Certificate. This Certificate shall be binding upon the Township, and its respective successors and assigns, and shall inure to the benefit of and be enforceable by Lender and its successors, assigns and designees only.

12. Nothing herein shall be construed to circumvent the Redevelopment Agreements, PILOT, Redevelopment Plan or the Local Redevelopment Law N.J.S.A. 40A:12A-1, et seq.

[no further text on this page]

THE TOWNSHIP OF WILLINGBORO,  
NEW JERSEY

By: Jeffrey E. Ramsey  
Name:  
Title:

ATTEST:  
David J. [Signature]  
Name:





Exhibit "A"

Exhibit "B"

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Tom Juliano

COMPANY: \_\_\_\_\_

DATE: 9/12/07

TO FAX NO. 1-856-316-4523

FROM: MARIE ANNESE EXT. 6202 PAGES 9

SUBJECT: Res. 2007-137 - Certified

FOR YOUR INFORMATION  PLEASE RESPOND \_\_\_\_\_

THANK YOU.



**Dollar Tree Stores, Inc.**

**at**

**WILLINGBORO TOWN CENTER  
WILLINGBORO, NEW JERSEY**

Draft #5, 8/1/2007  
Willingboro Town Center  
Willingboro, NJ

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<b>W. MISCELLANEOUS PROVISIONS</b> .....	<u>32</u>	Deleted: 32
1. Broker's Commissions .....	<u>32</u>	Deleted: 32
2. Surrender and Holding Over .....	<u>32</u>	Deleted: 32
3. Storage Trailer.....	<u>32</u>	Deleted: 32
4. Audit Rights .....	<u>33</u>	Deleted: 33
5. Mechanic's Liens .....	<u>33</u>	Deleted: 33
6. Mortgagee Consent.....	<u>33</u>	Deleted: 33
7. Landlord Title Report.....	<u>33</u>	Deleted: 33
8. Recording .....	<u>33</u>	Deleted: 33
9. Severability.....	<u>34</u>	Deleted: 34
10. Attorneys' Fees.....	<u>34</u>	Deleted: 34
11. Jury Trial.....	<u>34</u>	Deleted: 34
12. Waiver.....	<u>34</u>	Deleted: 34
13. Force Majeure.....	<u>34</u>	Deleted: 34
14. No Partnership .....	<u>34</u>	Deleted: 34
15. Section Headings .....	<u>35</u>	Deleted: 35
16. Lease Inures to the Benefit of Assignees.....	<u>35</u>	Deleted: 35
17. No Presumption Against Drafter.....	<u>35</u>	Deleted: 35
18. Authority to Sign Lease.....	<u>35</u>	Deleted: 35
19. Entire Agreement .....	<u>35</u>	Deleted: 35
20. Landlord's Alteration.....	<u>35</u>	Deleted: 35
21. Radon Gas Disclosure .....	<u>35</u>	Deleted: 35
22. Same Shopping Center Relocation .....	<u>36</u>	Deleted: 36
<b>EXHIBIT A - Site Plan</b> .....	<u>38</u>	Deleted: 38
<b>EXHIBIT B - Legal Description</b> .....	<u>39</u>	Deleted: 39

<b>EXHIBIT C - Landlord's Work and Tenant's Work</b> .....	<u>40</u>	Deleted: 40
<b>EXHIBIT D - Tenant's Sign Package</b> .....	<u>47</u>	Deleted: 47
<b>EXHIBIT E – Exclusives and Restrictions</b> .....	<u>53</u>	Deleted: 53

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made as of this \_\_\_\_ day of \_\_\_\_\_, 2007, between WILLINGBORO TOWN CENTER NORTH MANAGER, LLC, a New Jersey limited liability company whose address is 560 Fellowship Road, Suite 214, Mt. Laurel, NJ 08054 (hereinafter referred to as "Landlord") and DOLLAR TREE STORES, INC., a Virginia corporation whose address is 500 Volvo Parkway, Chesapeake, Virginia 23320 (hereinafter referred to as "Tenant").

### WITNESSETH

THAT in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

#### A. BASIC LEASE PROVISIONS AND DEFINITIONS

The following constitute the basic provisions of this Lease:

1. Premises ("Premises"). Landlord hereby leases to Tenant the space within a one-story unit without basement, balcony, or mezzanine described as follows:
  - a. 

Shopping Center (as defined in B.1)	Willingboro Town Center
Address	4364 Rt. 130 North
Space Number	
City, State, Zip Code	Willingboro, NJ 08046
County	Burlington
Square Footage	Approximately 11,500 square feet
Frontage	115'
  - b. Tenant's Proportionate Share ("Tenant's Proportionate Share"). **Initially 46.0%**. Tenant's Proportionate Share shall be equal to a fraction, the numerator of which shall be the number of square feet of gross leasable area within the Premises (11,500 square feet) ("Premises GLA") and the denominator of which shall be the number of square feet of gross leasable area within the Shopping Center (approximately 25,000 square feet) ("Shopping Center GLA"). **In no event shall Tenant's Proportionate Share exceed 50.0%.**
2. Permitted Use ("Permitted Use"). The retail sale of general merchandise including food products as well as other items typically sold in similar Dollar Tree stores. Tenant agrees that no one category will become the principal product of Tenant's retail business, and Landlord covenants that, **so long as Tenant is not in default hereunder beyond any applicable notice and cure period**, Tenant will be permitted to occupy the Premises for the entire Lease Term for the uses herein specified. Landlord warrants that as of the date hereof there are no recorded or unrecorded restrictions or other tenant exclusives that would prohibit Tenant's use of the Premises as stated above, **provided, however, Tenant agrees that the Premises and Shopping Center are subject to certain exclusives and restrictions that are in place as of the date hereof affecting the Premises which are attached hereto as Exhibit E, and Tenant shall not violate such exclusives and restrictions set forth in Exhibit E.** In addition, during the Lease Term Tenant may, with written notice to Landlord, change Tenant's use to any lawful retail purpose that **does not violate other existing written tenant exclusives or other written restrictions**, if any, in place at the time of Tenant's change of use.

3. Addresses.

- a. Landlord Notices to: Willingboro Town Center North  
Manager, LLC  
c/o Delco Development, LLC  
560 Fellowship Road, Suite 214  
Mt. Laurel, NJ 08054  
Attn: Thomas Juliano  
Telephone: (858) 234-5151  
Facsimile: (858) 234-6051
- b. Tenant Notices to: Dollar Tree Stores, Inc.  
Attn: Lease Administration Department  
500 Volvo Parkway  
Chesapeake, VA 23320  
Telephone: (757) 321-5000  
Facsimile: (757) 321-5220
- Billing/Invoices to: Dollar Tree Stores, Inc.  
500 Volvo Parkway  
Department 300  
Chesapeake, VA 23320  
Reference: Store # (to be furnished)

4. Effective Date of Lease ("Effective Date"). The Effective Date shall be the date upon which this Lease has been fully executed by both Landlord and Tenant (with all Exhibits completed and attached), and a fully executed copy hereof delivered to both parties.

5. Delivery.

- a. Delivery Date for Possession of Premises ("Anticipated Delivery Date"). September 15, 2007, subject to the extension as provided in Section D.1.c(1) of this Lease.
- b. Turnover Date. The Turnover Date ("Turnover Date") shall be the date the Premises are actually delivered to Tenant in accordance with the terms of this Lease, but in no event earlier than the Anticipated Delivery Date unless approved in writing by Landlord and Tenant.

6. Lease Term Commencement Date ("Lease Term Commencement Date"). The term of this Lease shall commence the later of (a) one hundred twenty (120) days after the Turnover Date or (b) ninety (90) days after the issuance of Tenant's building permit for Tenant's Work (the "Building Permit"), as long as Tenant is diligently pursuing its permits.

Tenant shall immediately file all applications and plans necessary to obtain its Building Permit, with copies to be simultaneously sent to Landlord and Tenant shall thereafter use its good faith, diligent efforts to obtain its Building Permit. Tenant shall comply with all reasonable requests of the applicable governing bodies in order to obtain its Building Permit. Tenant shall promptly furnish a copy

of its Building Permit to Landlord upon receipt. If Tenant fails to obtain its Building Permit within sixty (60) days after the date hereof, Landlord shall have the right, at Landlord's option, to obtain the Building Permit on Tenant's behalf with Tenant's consent and at Tenant's reasonable cost. If Landlord is unable to obtain the Building Permit within sixty (60) days after commencing efforts to do so or if Landlord does not elect to obtain the Building Permit on Tenant's behalf, this Lease shall terminate. If Landlord obtains the Building Permit, Tenant shall be deemed to have obtained the Building Permit on the date the same is actually received by Tenant.

7. Rent Commencement Date ("Rent Commencement Date"). Tenant's obligation to pay Base Rent and Additional Rent shall commence upon the Lease Term Commencement Date.

8. Term of this Lease.

a. The Original Lease Term ("Original Lease Term") shall commence upon the Lease Term Commencement Date and, subject to Section C.1, shall expire on the last day of the one hundred twentieth (120) full month following the Lease Term Commencement Date ("Lease Expiration Date"), unless sooner terminated in accordance with the terms of this Lease.

b. Tenant shall have the right and option to extend the term of this Lease for two (2) additional periods of five (5) years each (each period referred to as "Renewal Term") in accordance with Section C.3.

Each of the Original Lease Term and Renewal Term(s), if so exercised, shall be individually deemed a "Lease Term" for the purposes of this Lease.

9. Base Rent ("Base Rent").

LEASE TERM	YEARS	PER SQ FT	MONTHLY	ANNUALLY
Original Lease Term	1-10	\$13.00	\$12,458.33	\$149,500.00
First Renewal Term	11-15	\$14.65	\$14,039.58	\$168,475.00
Second Renewal Term	16-20	\$15.65	\$14,997.92	\$179,975.00

10. Additional Rent. Any amounts, other than Base Rent, to be paid by Tenant to Landlord pursuant to the provisions of this Lease, including the Common Area Maintenance Charge (as defined in Section G.2), Real Estate Taxes (as defined in Section F.1), and Property Insurance (as defined in Section L.4.a), whether such payments are to be periodic and recurring or not, shall be deemed to be "Additional Rent" and otherwise subject to all provisions of this Lease as to the default in the payment of Base Rent. Additional Rent shall commence on the Rent Commencement Date.

11. Operating Charges. Tenant's Proportionate Share of the Common Area Maintenance Charge, Real Estate Taxes, and Property Insurance (collectively, "Operating Charges") will not exceed \$3.21 per square foot for the first full calendar year (as further defined herein) of the Original Lease Term and shall be paid throughout the term of this Lease as follows (For purposes of this Section A.11, the term "first full calendar year" shall be defined as the period commencing on the Rent Commencement Date and ending on the immediately following December 31, unless such period is less than five [5] months, in

which event the first full calendar year shall end on December 31 of the subsequent full calendar year):

- a. Common Area Maintenance. Tenant shall pay Tenant's Proportionate Share of the actual Common Area Maintenance Charge in accordance with Section G.4 of this Lease; provided however, Landlord represents that Tenant's Proportionate Share of the actual Common Area Maintenance Charge during the first full calendar year of the Original Lease Term will not exceed \$1.25 per square foot. Thereafter, annual increases for the Common Area Maintenance Charge will not exceed five percent (5%) of the lesser of (i) Tenant's Proportionate Share of the actual Common Area Maintenance Charge or (ii) the amount paid by Tenant for the previous calendar year. Annual increases shall be calculated in this manner on a non-cumulative basis for the entire Original Lease Term and any Renewal Term(s) thereof. Increases in snow removal and treatment and utility rate increases are not subject to the Common Area Maintenance Cap. If Tenant elects to extend the term of this Lease pursuant to the provisions herein, Landlord and Tenant agree that Tenant's share of Liability Insurance will be adjusted on the first day of the First Renewal Term shall be adjusted so that Tenant will pay its pro rata share of the actual cost of Liability Insurance and for each year after the first year of such renewal period, Tenant's Proportionate Share of the Common Area Maintenance Charge will not increase by an amount greater than five percent (5%) of Tenant's share of CAM (excluding increases in snow removal and treatment and utility rate increases) for the preceding year of the Lease Term on a non-cumulative basis.
  - b. Real Estate Taxes. Tenant shall pay Tenant's Proportionate Share of actual Real Estate Taxes in accordance with Section F.2 of this Lease; provided, however, Landlord represents that Tenant's Proportionate Share of actual Real Estate Taxes during the first full calendar year of the Original Lease Term will not exceed \$1.63 per square foot.
  - c. Property Insurance. Tenant shall pay Tenant's Proportionate Share of actual Property Insurance premium in accordance with Section L.4.b of this Lease; provided, however, Landlord represents that Tenant's Proportionate Share of the actual Property Insurance premium during the first full calendar year of the Original Lease Term will not exceed \$0.33 per square foot.
  - d. Adjustment. Notwithstanding anything to the contrary in this Lease (other than Section W.4 below), in the event there are any additional sums due from Tenant to Landlord resulting from an error in calculation of any Additional Rent payable by Tenant under this Lease ("Adjustment"), Landlord shall notify Tenant of any such Adjustment within twenty-four (24) months after the end of the period used by Landlord in estimating Landlord's cost to which such Adjustment is applicable. If Landlord fails to notify Tenant of any such Adjustment within such twenty-four (24) month period, Landlord's claim to such Adjustment shall be deemed waived.
12. Early Termination. Intentionally Deleted.
  13. Exclusive Use and Restricted Uses. As a material inducement for Tenant to enter into this Lease, Landlord hereby agrees that, so long as Tenant is not in default hereunder and Tenant is open and operating in the entire Premises as a Dollar Tree

store in the same manner as all of Tenant's other Dollar Tree stores in the Delaware Valley:

- a. Landlord shall not lease, rent, occupy or permit any other premises in the Shopping Center to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant, for the operation of a single price point variety retail store ("Exclusive" or "Exclusive Use"). For the purposes of this Lease, a single price point variety retail store is defined as a store that offers all of its merchandise for sale at a single price point.
- b. Landlord will not permit any other occupant in the Shopping Center to operate the following uses (hereinafter, "Restricted Uses") without Tenant's consent and such consent shall be in Tenant's sole and absolute discretion:
  - (1) Variety retail operations with the word "Dollar" in their trade name;
  - (2) A close-out store; or
  - (3) A retail store whose "principal business" (hereinafter defined) is:
    - a. Selling variety retail merchandise at a single price point;
    - b. Selling a combination of gifts, cards, and other party supplies; however, Landlord shall be permitted to lease to a Hallmark card store or similar use; or
    - c. Selling a combination of artificial flowers and picture frames, except as an incidental part of their business.

For the purpose of this Section, "principal business" shall be defined as selling such merchandise in twenty-five percent (25%) or more of the sales floor area (including one-half [1/2] of the adjacent aisle space).

Notwithstanding the foregoing, this Section A.13 shall not apply to any current occupant or tenant of the Shopping Center who is operating under their current use clause or trade name as of the date of this Lease; provided, however, in the event Landlord's consent is required for a change in permitted use or trade name, Landlord shall not consent to a change of any tenant's use or trade name which would violate the Exclusive Use or Restricted Uses.

If any provision of this Section A.13 is violated and such violation continues for a period of thirty (30) days after written notice from Tenant, Tenant's rights and remedies shall be as follows:

- y. Paying Exclusive Alternate Rent (as hereinafter defined) beginning immediately after the violation occurs and continuing until the violation is cured. For the purposes of this Lease, "Exclusive Alternate Rent" shall be equal to one percent (1%) of Gross Sales, as defined in Section E.3, from the Premises (not to exceed one-half [1/2] of all rents due under this Lease). Tenant shall pay Exclusive Alternate Rent in the manner set forth in Section E.2 of this Lease until the violation is cured.

- z. The right to terminate this Lease with thirty (30) days written notice to Landlord, which shall be a continuing option until such violation is cured.

In the event Tenant does elect to terminate this Lease pursuant to this Section A.13, Landlord shall reimburse Tenant within thirty (30) days of Landlord's receipt of written notice for the unamortized value (using a straight-line amortization schedule over the Original Lease Term) of the cost of Tenant's initial improvements and other costs incurred by Tenant in connection with Tenant's Work. Tenant shall deliver to Landlord within thirty (30) days after the Rent Commencement Date, a detailed schedule of Tenant's Work and the cost thereof. The foregoing rights and remedies shall be in addition to all other rights and remedies available at law or in equity to Tenant for violation of the Exclusive Use or Restricted Uses.

Notwithstanding the foregoing, Landlord shall not be considered to be in violation of this provision if a tenant in the Shopping Center acts as a "Renegade Tenant" (which is defined as another tenant within the Shopping Center who violates Tenant's Exclusive and such tenant's lease would not allow such violation without Landlord's consent). In such event, Landlord agrees to pursue commercially reasonable efforts to stop the Renegade Tenant's continued operation in violation of Tenant's Exclusive. Such efforts shall include but not be limited to (i) filing of pleadings in a court of competent jurisdiction and diligently pursuing such litigation to conclusion (however, Landlord shall not be obligated to pursue an appeal of a final decision of the court); and (ii) filing for temporary or permanent injunctive relief asking the court to stop the Renegade Tenant from violating Tenant's Exclusive. In the event of such violation as provided above, Tenant shall remain at full Base Rent plus full Additional Rent for eight (8) months beginning after the violation occurs. If the violation has not been cured after said eight (8) months, Tenant shall begin paying as Alternate Rent the lesser of (x) one percent (1%) of Gross Sales in the Premises or (y) one-half (1/2) of all rents due under this Lease, until the violation is cured. However, if the violation has not been cured after twelve (12) months, Tenant shall have the option to terminate this Lease. If Tenant elects to terminate this Lease as a result of the violation of the Exclusive by a Renegade Tenant, Tenant shall provide Landlord with thirty (30) days' written notice of termination. Should Tenant elect not to terminate this Lease, Tenant shall return to paying full Base Rent and Additional Rent upon commencement of the Renewal Term.

14. Opening Co-Tenancy. Intentionally Deleted.
15. Tenant Allowance. As a material inducement for Tenant to enter into this Lease, so long as Tenant is not in default hereunder, Landlord hereby agrees to pay the sum of One Hundred Sixty-Three Thousand Eight Hundred Seventy-Five Dollars (\$163,875.00) ("Landlord's Cash Contribution") within thirty (30) days after the later of (i) the date Tenant opens for business, (ii) the date on which Tenant completes Tenant's Work and delivers to Landlord a certificate of occupancy, (iii) Tenant has opened for business (iv) Tenant has delivered to Landlord a final lien waiver from Tenant's general contractor that all subcontractors have been paid and (v) Tenant has submitted a written request for Landlord's Cash Contribution. If payment is not made by Landlord within such thirty (30) day period, Tenant will have the right to collect any or all of Landlord's Cash Contribution, together with interest at the rate of twelve percent (12%) per annum, by taking a credit against one hundred percent (100%) of



Base Rent and Additional Rent commencing on the next installment of rent after such nonpayment by Landlord.

B. PREMISES AND SHOPPING CENTER

1. Description. The Premises, as described in Section A.1.a of this Lease, is crosshatched on the site plan attached hereto as Exhibit A, which site plan includes a WB-67 truck template, to scale, at each turn or change in vehicle direction. The term "Shopping Center", as used in this Lease, shall be deemed to mean that certain retail shopping facility located at the address set forth in Section A.1.a above, as more fully described in the legal description attached hereto as Exhibit B. The Premises shall be subject to, and Landlord reserves to the use of Landlord and all affected tenants and occupants of the Shopping Center, and to all utility suppliers, a right of way and easement through and within all exterior walls, party walls, ceilings (above the level of the lower face of the finished drop-ceiling) and other areas outside of the area of space enclosed by the interior surfaces of the walls, ceiling and floor slab enclosing the Premises (but also including interior columns, pipes, chases, conduits) for the installation, operation, use, maintenance, repair and replacement of ducts, pipes, conduits, wires and other facilities, devices and equipment providing utility services to and for the structural support of the other portions of the Shopping Center.
2. Access. Landlord represents that, on the Turnover Date, there shall be tractor-trailer access to and from the rear service door of the Premises sufficient to support Tenant's WB-67 tractor-trailer delivery and dumpster-truck ingress to and egress from Tenant's dumpster, and such access shall remain throughout the Lease Term subject to events outside of Landlord's control. Landlord will take no action which would deprive Tenant's WB-67 tractor-trailers or dumpster-trucks of such continued ingress and egress as shown on the Site Plan, except as required by applicable law and except for necessary repairs which are diligently pursued. Landlord warrants that no material change in the site plan shall occur without Landlord first notifying Tenant; provided however, except as required by applicable law, in no event will any change to the site plan interfere with Tenant's ability to receive deliveries, Tenant's trash pick-up, access to and from the Premises and Shopping Center or the visibility of the Premises. Tenant approves the construction of the buildings and improvements depicted on the Site Plan and landscaping as required by Landlord's governmental approvals to develop the Shopping Center, and reasonable replacements thereof. In addition, Landlord shall have the right to reconfigure the areas within the building pad designated as "A" on the Site Plan to accommodate the design required by a national or regional tenant, so long as access to the rear of the Premises and Tenant's loading facilities is not materially and adversely affected.
3. Right to Remeasure. Prior to the Rent Commencement Date, Landlord and Tenant shall have the right to remeasure the Premises to determine the Premises GLA. In the event the remeasurement discloses that the actual Premises GLA as set forth in Section A.1.b is incorrect, Landlord and Tenant shall execute an amendment to this Lease (i) reflecting the actual Premises GLA; (ii) adjusting the Base Rent based on the new square footage; and (iii) adjusting Tenant's Proportionate Share of the Shopping Center as defined in Section A.1.c, and all other charges accruing under this Lease which are based on the actual Premises GLA. In the event of an adjustment, Tenant will pay any excess Base Rent or Additional Rent owed to Landlord within thirty (30) days after receipt of a statement, or Tenant shall take a credit for any overpayment against the next monthly Base Rent and Additional Rent payments. For the purposes of this Lease, the Premises

shall be measured from the exterior face of any exterior walls and to the centerline of common walls.

C. TERM OF THIS LEASE

1. Term of this Lease. The term of this Lease shall be for the period set forth in Section A.8, as the same may be extended pursuant to Section C.3 below. Notwithstanding anything to the contrary contained herein, in no event shall the Lease Expiration Date, as defined in Section A.8, occur during the months of October, November, or December, and in such event the Lease Expiration Date shall be extended to January 31 following the date of natural expiration of this Lease.
2. Commencement Certificate. Upon the Rent Commencement Date, Tenant will prepare a written instrument to be signed by all parties stipulating the Lease Term Commencement Date, the Rent Commencement Date, the Lease Expiration Date, and any other critical dates as provided in this Lease.
3. Option to Renew. Provided Tenant is not in default beyond any applicable cure period under any of the terms and provisions herein contained at the time of renewal, Landlord hereby grants to Tenant the option to renew this Lease for the periods stipulated in Section A.8. The First Renewal Term and each succeeding Renewal Term(s) (if any) shall be based upon all the terms and conditions contained in this Lease except for payment of Base Rent that shall be increased pursuant to Section A.9. Notice of election by Tenant to exercise each option shall be given to Landlord in writing at least twelve (12) months prior to the expiration of the Lease Term.. If Tenant fails to timely exercise the First Renewal Term, Tenant shall have no further right to exercise subsequent Renewal Terms.

D. CONSTRUCTION

1. Delivery.
  - a. Delivery Conditions. The Anticipated Delivery Date of the Premises from Landlord to Tenant shall be as set forth in Section A.5.a. Tenant will not be required to accept delivery of Premises between September 15<sup>th</sup> and October 31<sup>st</sup>. Except as specifically provided otherwise in this Lease, Tenant shall accept the Premises in Substantially Complete condition, as hereinafter defined. "Substantially Complete" is defined as: parking lot complete (provided final course paving and striping may be delayed (not to exceed thirty (30) days from the Turnover Date) based on prudent construction sequencing and weather issues so long as the parking lot is base course paved and Tenant is able to make deliveries and customers have free ingress and egress to the Premises and provided further that the parking areas and other Common Areas in the area of building pad "A" need not be completed), the Delivery Conditions (as hereinafter set forth) fulfilled, including, without limitation, the substantial completion of Landlord's Work as set forth in Exhibit C, and a temporary or permanent certificate of occupancy, or other similar permit is issued, if the same are routinely issued in the jurisdiction in which the Shopping Center is located. Notwithstanding the foregoing, Landlord shall not be deemed to have delivered the Premises unless and until all of the following conditions have been fulfilled (collectively referred to as the "Delivery Conditions"):

- 1) All utilities (water, gas, sewer, electricity and telephone service) and the sprinkler system (if applicable) are separated and brought to the point of connection to the Premises and in good working order;
  - 2) The Premises are in compliance with all applicable building codes pursuant to Section D.4 of this Lease, **to the extent of Landlord's Work;**
  - 3) The building and foundations of which the Premises forms a part are structurally sound and the floor slab of the Premises is level and ready for covering;
  - 4) The roof is structurally sound and water tight;
  - 5) No asbestos or Hazardous Materials exist within the Premises pursuant to Section V.2;
  - 6) All doors and plate glass of the Premises are in good working order; and
  - 7) All of Landlord's Work pursuant to Exhibit C attached hereto and the final approved plans and specifications is Substantially Complete **other than minor punch-list items that do not materially and adversely affect the performance of Tenant's Work.** In addition, Landlord may delay installation of landscaping based upon weather conditions.
- b. Upon Landlord's completion of all the forgoing Delivery Conditions, Landlord shall notify Tenant in writing ("Delivery Notice") that all Delivery Conditions have been fulfilled and Landlord is ready to deliver the Premises. As soon as practical, **but not later than five (5) business days after the Delivery Notice,** Tenant will arrange an inspection ("Delivery Inspection") of the Premises with Landlord to insure that all Delivery Conditions have been fulfilled. Tenant may, but shall not be required to, conduct the Delivery Inspection prior to the Anticipated Delivery Date. If the Delivery Inspection confirms that all Delivery Conditions have been fulfilled, then Tenant will accept delivery of the Premises, and the date of the Delivery Notice shall conclusively be the Turnover Date as referenced in Section A.5.b of this Lease. If it is determined at the time of Delivery Inspection that all Delivery Conditions have not been satisfied then Tenant will not be required to accept delivery of the Premises at that time. Once Landlord has completed or corrected the deficiency in the Delivery Conditions, Landlord will again provide a Delivery Notice to Tenant and arrange for another Delivery Inspection. This process shall continue until all Delivery Conditions have been fulfilled. **If Tenant fails to arrange for or appear at the Delivery Inspection, Landlord's work shall be deemed accepted by Tenant.**
- c. Remedies for Failure to Deliver.
1. If all of the Delivery Conditions have not been fulfilled on or before ten (10) days following the Anticipated Delivery Date **(provided the Anticipated Delivery Date shall be extended by one (1) day for each day that Landlord is delayed in causing the Delivery Conditions to be met as a result of Force Majeure as specified in Section W.13 of this Lease or a Tenant Delay as specified in Section D.1.d. of this Lease),** then Tenant shall have the right, in Tenant's sole discretion and

as its sole remedy, to (i) charge as liquidated damages, which the parties acknowledge will be substantially less than Tenant's actual damages and do not constitute a penalty, a late fee equal to Five Hundred Dollars (\$500) per day ("Late Fee") for each day or part thereof which elapses between the date that is ten (10) days after the Anticipated Delivery Date specified in Section A.5.a and the date when all of the Delivery Conditions shall have been satisfied by Landlord; or (ii) cancel this Lease by written notice to Landlord prior to the date on which the Delivery Conditions have been met, with no further obligation hereunder. Landlord shall have a one-time right to adjust the Anticipated Delivery Date without penalty by giving Tenant prior written notice on or before July 15, 2007. Such notice shall include a new Anticipated Delivery Date which shall be no less than ninety (90) days after the date of such notice, but no later than March 1, 2008. In the event Landlord is charged such Late Fee pursuant to subsection (i) above, and payment is not made by Landlord within thirty (30) days of notice from Tenant, Tenant will have the right to collect any or all of the Late Fee by taking a credit against one hundred percent (100%) of Base Rent and Additional Rent commencing on the next installment of rent after such nonpayment by Landlord. Should Tenant exercise its right as provided above, it will not affect any other rights or remedies available to Tenant for recovery that may be available at law or in equity in the jurisdiction where the Premises are located.

2. Subject to Landlord's approval, which shall not be unreasonably withheld, Tenant shall have the right, but not the obligation, to enter upon the Premises, at its own risk, for all purposes permitted under this Lease from and after the Anticipated Delivery Date specified in Section A.5.a, even if the Delivery Conditions have not been met. If Landlord permits Tenant to enter the Premises prior to the Turnover Date, Tenant shall not interfere with or delay the construction of Landlord's Work. Prior to such entry, Tenant shall furnish to Landlord evidence that Tenant and its contractors carry all insurance required by the terms of this Lease. Landlord shall not be responsible for correcting any damage to Landlord's Work caused by Tenant or its contractors during such early entry. All of the terms and conditions of this Lease shall apply during such early entry, other than the obligation to pay Rent. Notwithstanding anything to the contrary contained in this Lease, Tenant's occupation of the Premises for the purpose of commencing Tenant's Work, or for the fixturing and stocking or opening of the Premises to the public for business prior to the performance of all of the Delivery Conditions, shall not cause the Turnover Date to occur or constitute a waiver or acceptance of or relieve Landlord from any of its obligations hereunder, including without limitation, the obligations to complete construction of Landlord's Work as set forth in Exhibit C.

d. The term "Tenant Delay" shall mean delays in completing Landlord's Work caused by: (i) Tenant's failure to deliver plans or to timely respond to requests or to provide information in a timely manner necessary for Landlord to design or construct Landlord's Work, (ii) Tenant's revision of any plans for work that Landlord is responsible to construct or any change orders requested by Tenant and approved by Landlord; or (iii) actual delays

in Landlord's Work directly caused by Tenant's entry upon the Premises by Tenant or any of its contractors or consultants.

2. HVAC. Landlord agrees that the heating, ventilation and air conditioning system servicing the Premises ("HVAC System") will be a new, fully operational system (pursuant to the requirements set forth in Exhibit C attached hereto) when the Premises are delivered to Tenant. **So long as Tenant complies with Section K.2.b. of this Lease**, Landlord warrants such unit for the first five (5) years of the initial Lease Term and for the balance of any applicable warranty period for said HVAC equipment, whichever occurs later (the "Warranty Period").
3. Signage.
  - a. Sign Package. Tenant's sign package is attached as Exhibit D and made a part of this Lease. Tenant will place no sign on the exterior of the Premises or on the interior surface of any windows of the Premises (except for Tenant's standard window decal treatment which in no event shall occupy more than fifteen percent [15%] of said window) unless such signage meets the standards set forth in Exhibit D attached hereto. Exterior signs are to be provided by Tenant, individually lit, of the largest size channel letters allowed by local code (but in no event smaller than thirty-six inches [36"], if permitted by code) in Dollar Tree's registered trademark logo and face color 5121-0 Green by Cyro, and are to be located on the store front. Exterior signage as shown on Exhibit D is hereby approved by Landlord, subject to local codes. Tenant will have the right to place temporary, professionally prepared signage, including pennants, announcing the opening of the new store. Tenant agrees not to display any other temporary advertising media, to include searchlights or window signs. Tenant may display banners inside the Premises within two (2) feet from the front of the Premises as long as such banners are professionally prepared. **Tenant shall obtain all permits and approvals necessary to install or erect its storefront, window or other signage permitted herein, and all such signs shall comply with all codes.**
  - b. Pylon. Tenant shall have the right to place signage on any existing or future pylon signs servicing the Shopping Center exclusively at no additional cost other than manufacture and installation of its panel and inclusion of the costs to maintain, light, repair, replace and operate the same in the CAM, subject to the CAM Cap. Tenant's panel on the existing pylon sign of the Shopping Center shall be as shown on Exhibit D attached hereto.
  - c. Maintenance and Removal. Tenant agrees to maintain its signs in good states of repair and save Landlord harmless from any loss, cost, or damage resulting from the signs' condition and shall repair any damage which may have been caused by the erection, existence, maintenance, or removal of such signs. Upon vacating the Premises, Tenant agrees to remove all signs and repair all damages caused by such removal.
4. Code Compliance.
  - a. Landlord warrants that, to the best of Landlord's knowledge, as of the Turnover Date of this Lease, the following will be in compliance with all applicable laws, codes, rules, and regulations of any municipality or governmental authority having jurisdiction with respect to the condition of the same ("Applicable Laws")

(but excluding compliance that would be completed as a part of Tenant's Work within the Premises and excluding interior work to be completed by other tenants): (i) the building in which the Premises are a part (the "Building") and the Premises; and (ii) to the extent the same affects Tenant's ability to obtain Tenant's required permits and approvals and/or Certificate of Occupancy, the Common Areas (as defined in Section G.1). In addition, in the event it is determined at any time during the Lease Term that the Building, Premises and/or Common Areas are not in compliance with Applicable Laws, Landlord shall act promptly to bring the Building, Premises and/or Common Areas into compliance with such Applicable Laws at Landlord's sole cost and expense and in accordance with Section K.1 of this Lease. In addition, in the event any structural modifications to the Building or the Premises are required by Applicable Laws or governmental, municipality, or insurance regulations, Landlord shall be responsible to perform any such modifications at Landlord's expense, except as hereinafter provided. Notwithstanding anything contained herein to the contrary, the foregoing shall not apply to that work to be undertaken by Tenant according to Tenant's plans ("Tenant's Work"), and Tenant, not Landlord, shall be responsible for compliance with Applicable Laws if the non-compliance is caused or made necessary by Tenant's Work, any other alterations or improvements performed solely by Tenant, or by Tenant's specific use or occupancy of the Premises. Nothing contained herein shall negate Landlord's or Tenant's right to challenge any such requirements in administrative and/or judicial proceedings.

- b. In the event Landlord does not act to bring the Building, Premises and/or Common Areas into compliance with Applicable Laws, to the extent Landlord is required to do so in accordance with the terms of this Lease, and as a result Tenant's ability to operate in the Premises is impaired, then if non-compliance continues for fifteen (15) days after notice to Landlord or such longer period as may be necessary to enable Landlord to achieve compliance so long as Landlord is using diligent efforts to complete such work, Tenant, at Tenant's option, may perform the work necessary and Landlord agrees to reimburse Tenant for all amounts expended in connection herewith within thirty (30) days after receipt of Tenant's invoice specifying the work performed and the costs. If payment is not made by Landlord within thirty (30) days as set forth in this Section D.4, Tenant will have the right to collect any or all of the amounts due, together with interest at the rate of twelve percent (12%) per annum, by taking a credit against one hundred percent (100%) of Base Rent commencing on the next installment of rent after such nonpayment by Landlord; provided in no event may Tenant offset more than fifty percent (50%) of any installment of Base Rent except if there is not enough Lease Term to recover Tenant's cost, in which case such percentage shall be as high as necessary to reimburse Tenant from the remaining payments of Base Rent.

5. **Tenant's Work.**

- a. Tenant shall construct and install all furniture, fixtures, trade fixtures and other interior, non-structural work necessary to fully stock the Premises and open for business in the manner and the time required herein ("Tenant's Work"). Tenant's Work shall be performed in a good and workmanlike manner, employing materials of good quality, and substantially in compliance with the Approved Final Plans therefore (as hereinafter defined) and in compliance with all applicable permits and

authorizations and building and zoning laws and with all other applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments, departments, commissions, boards, and offices, and in compliance with the terms and conditions of this Lease. Tenant shall be solely responsible to obtain and to pay for all permits and approvals relating in any way to Tenant's Work.

- b. Within thirty (30) days after the date hereof, Tenant shall, at Tenant's sole cost and expense, cause detailed construction and working drawings of the work included in Tenant's Work to be prepared by a licensed architect reasonably satisfactory to Landlord, and shall submit such drawings and related specifications to Landlord, for Landlord's written approval, which shall not be unreasonably withheld or delayed so long as Tenant's plans conform to Tenant's prototype interior. Within ten (10) business days after the submission thereof, Landlord shall notify Tenant of Landlord's approval or disapproval thereof, as the case may be, and the reasons why, if any, that such drawings and specifications are not approved. The drawings and specifications finally approved by Landlord and Tenant are herein collectively called the "Approved Final Plans". Thereafter, no material change shall be made to the Approved Final Plans or in the construction derived therefrom without first obtaining written approval of Landlord which approval shall not be unreasonably withheld or delayed.
- c. Prior to commencement of any work or the delivery of any material to the Premises by any contractor, subcontractor or materialman, whether in connection with Tenant's Work or any subsequent work, Tenant shall deliver to Landlord (i) copies of all permits for such work or (ii) evidence that Tenant and its contractors carry the insurance required under this Lease.

6. Time is of the Essence. TIME IS OF THE ESSENCE WITH REGARD TO SECTION D OF THIS LEASE.

E. RENT

1. Base Rent and Additional Rent. Tenant agrees to pay to Landlord, at the address noted in Section A.3, or at such place as Landlord may from time to time designate in writing, Base Rent and Additional Rent for the Premises during the Lease Term, as set forth in Sections A.9 and A.10, in advance on the first day of each calendar month without notice, demand or set-off (except as expressly set forth herein), except as provided in Section E.2 below. The amounts to be paid by Tenant for Base Rent and Additional Rent shall be pro-rated on a per diem basis for any partial month in the Original Lease Term.
2. Alternate Rent. If at any time during the Lease Term Tenant is entitled to pay Exclusive Alternate Rent, Opening Co-Tenancy Alternate Rent or Alteration Alternate Rent in accordance with Section A.13, Section A.14 or Section W.20, respectively (collectively, "Alternate Rent") in lieu of the full Base Rent and Additional Rent set forth in this Lease, Tenant's payment of such Alternate Rent shall be due and payable within fifteen (15) days following the end of each month for the entire period that the payment of such Alternate Rent applies. Tenant's payment of such Alternate Rent shall be accompanied by a written statement signed by Tenant and certified by it to be true and correct, showing the amount of Gross Sales during the preceding month.

3. **Gross Sales.** The term "Gross Sales" shall mean the aggregate gross amount of all sales or rentals of merchandise made and all charges for services performed in the Premises (including orders taken in the Premises for delivery from places other than the Premises), whether wholesale or retail, whether cash or credit, and whether made in person, by phone or via the internet, and including the value of all non-monetary consideration received for any of the foregoing, and all amounts received by Tenant or any assignee, sublessee, licensee or concessionaire from conducting business on or from the Premises, including without limitation, all display fees, slotting allowances, promotional considerations, rebates or other payments received by Tenant to stock, promote or advertise any product, less (i) cash refunds or credit for merchandise returned if the price of such merchandise was originally included in Gross Sales; (ii) the amount of sales taxes and excise taxes to the extent included in sales; (iii) the amount of any governmental rebates; and (iv) the amount of sales representing uncollectible checks or uncollectible credit or charge accounts. Merchandise transferred from the Premises to other stores of Tenant, or merchandise returned for credit to factories or jobbers shall not be included in determining Gross Sales.
4. **Late Fees.** Any rent or other charges to be paid hereunder by Tenant which shall not be paid within ten (10) days of when due shall bear interest at the lesser of: (i) the maximum rate then permitted under applicable state law, or, (ii) two percent (2%) above the prime rate as published in the Wall Street Journal from time to time from the date when the same is due and payable under the terms of this Lease until the same shall be paid (the "Default Rate").

F. TAXES

1. **Real Estate Taxes and Assessments.** Tenant agrees to pay Tenant's Proportionate Share of all real estate taxes and assessments, together with any and all expenses incurred by Landlord in negotiating, appealing, or contesting such taxes and assessments, both general and special, levied and assessed against the land, buildings, and all other improvements which may be added thereto, or constructed within the Shopping Center ("Real Estate Taxes"). Tenant's Proportionate Share of Real Estate Taxes will include all discounts but exclude all penalties and interest. Tenant's Proportionate Share shall be as defined in Section A.1.b. Tenant's Proportionate Share shall be determined at the time such taxes were levied or assessed but shall exclude the gross leasable area of any buildings within the Shopping Center which are separately assessed for tax purposes and billed to an entity other than Landlord or paid directly by an entity other than Landlord.
2. **Procedure for Payment.** Commencing on the Rent Commencement Date and thereafter during the Term, Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12<sup>th</sup>) of Tenant's Proportionate Share of Real Estate Taxes for the current tax year as reasonably estimated by Landlord. If Tenant's Proportionate Share of the actual Real Estate Taxes with respect to any tax year is less than the total amount paid by Tenant for such period, the excess shall be credited against Tenant's next installment of Tenant's Proportionate Share of Real Estate Taxes, but in the event such overpayment is equal to or exceeds three (3) monthly installments of Tenant's Proportionate Share of Real Estate Taxes, Landlord shall refund such overpayment to Tenant. If Tenant's Proportionate Share of the actual Real Estate Taxes for any tax year exceeds the total amount paid by Tenant for such period, Tenant shall, within thirty (30) days of receipt of a copy of the actual tax bill from



Landlord, pay the difference between the amount paid by Tenant and Tenant's Proportionate Share of the actual Real Estate Taxes.

3. Municipal, County, State, or Federal Taxes. Tenant shall pay, before delinquent, all municipal, county, state, or federal taxes assessed against Tenant's fixtures, furnishings, equipment, stock-in-trade, or other personal property owned by Tenant in the Premises.
4. Other Taxes. Should any governmental taxing authority levy, assess, or impose any tax, excise, or assessment (other than income, inheritance, gift, or franchise tax) upon or against (a) the rentals payable by Tenant to Landlord, by way of substitution for or in addition to any existing tax on land and buildings, including, without limitation, gross receipts or sales tax on rent or (b) any rents payable hereunder, the same shall be included in Real Estate Taxes. Tenant shall be responsible for and shall pay any such tax, excise, or assessment, or shall reimburse Landlord for the amount thereof, as the case may be. **Tenant hereby acknowledges that the Shopping Center is subject to certain special assessments and a payment in-lieu of taxes arrangement and such assessments and payment in-lieu of taxes shall be included in Real Estate Taxes.**

G. COMMON AREAS

1. Common Areas. Landlord grants to Tenant and Tenant's invitees the right to use, in common with all others to whom Landlord has or may hereafter grant rights to use same, the Common Areas located within the Shopping Center. The term "Common Areas," as used in this Lease, shall mean the parking areas, above-ground and below-ground stormwater management facilities, utility lines and facilities, traffic control devices, free standing signs, roadways, pedestrian sidewalks, loading docks, delivery areas, landscaped areas, service courts, open and enclosed courts and malls, fire corridors, meeting areas, public restrooms, and all other areas or improvements which may be provided by Landlord for the common use of the tenants of the Shopping Center. **Common Areas include any off-site areas, facilities or improvements that service the Shopping Center or that Landlord is required to operate or maintain in connection with the Shopping Center.** Landlord hereby reserves the following rights with respect to the Common Areas:
  - a. Rules and Regulations. To establish reasonable rules and regulations for the use thereof which shall be uniformly enforced;
  - b. Use. To use, or to permit or prohibit occupants of Shopping Center to use, the Common Areas for promotional activities, provided, however, in no event shall any such promotional activities materially interfere with Tenant's business operations, parking or customer access, or close any portion of the Common Areas which would effect Tenant's business operations;
  - c. Closings. To close all or any portion thereof as may be deemed necessary by Landlord's counsel to prevent a dedication thereof or the accrual of any rights to any person or the public therein or may be necessary to perform work or repairs; and
  - d. Maintenance. Landlord shall operate, equip, light, repair, and maintain said Common Areas for their intended purposes in an efficient and economical manner consistent with the operation of a similar shopping center in the same geographic location as the Shopping Center.

2. Common Area Maintenance Charge. Tenant shall pay to Landlord Tenant's Proportionate Share (as defined in Section A.1.b.) of all costs and expenses ("Common Area Maintenance Charge") paid or incurred by Landlord in operating, maintaining, and repairing the Common Areas. Such costs and expenses may include but not be limited to: cleaning, lighting, repairing, securing and maintaining all Common Area improvements, paving, roadways, sprinkler equipment, driveways, sidewalks, curbs, culverts and drainage facilities, barriers, retaining walls, fences, directional and Shopping Center signage (other than signs to be maintained by individual tenants), sewer and water supply lines and related facilities, snow and ice removal and treatment, pest control, parking lot striping, painting, and painting of exterior walls, landscaping, providing security, personal property taxes, fire protection and fire hydrant charges, water and sewer charges, utility charges, and wages, salaries and other compensation payable to dedicated, full-time employees of the Shopping Center engaged in the performance of the foregoing tasks (or an equitably allocated portion of such salary based upon the amount of time spent by such employees on the Shopping Center), costs for providing Common Area liability insurance and an Administrative Fee not to exceed ten percent (10%) of the Common Area Maintenance Charges. Real Estate Taxes and Insurance shall not be subject to the ten percent (10%) Administrative Fee.
3. Common Area Maintenance Charge Exclusions. Notwithstanding the foregoing, in no event will the Common Area Maintenance Charge include the following:
  - a. Any depreciation on improvements or equipment;
  - b. The cost of correcting or repairing construction or design defects in the Common Areas;
  - c. Legal fees attributable to any matters concerning any other tenant of the Shopping Center;
  - d. Any costs, directly or indirectly, which are deemed to be capital expenditures in accordance with generally accepted accounting principles. With respect to Common Area Maintenance Charges which are deemed for federal income tax purposes to be capital expenditures ("Capital Improvements"), then for the purposes of this Paragraph G.3, charges for such Capital Improvements shall be amortized on a straight-line basis over their useful life (commencing with the year in which such expenditure was originally incurred) in accordance with generally accepted accounting practices, and only the amount of the annual amortization shall be included in the Common Area Maintenance Charge in any calendar year;
  - e. Management fees or other similar fees or charges other than the aforementioned Administrative Fee; or
  - f. Marketing or promotional fees.
4. Procedure for Payment. Commencing on the Rent Commencement Date and thereafter during the Lease Term, Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12<sup>th</sup>) of Tenant's Proportionate Share of the Common Area Maintenance Charge for the current year as reasonably estimated by Landlord. Within ninety (90) days following the end of the period used by Landlord in estimating

Landlord's cost, Landlord shall furnish to Tenant a detailed statement of the amount of Tenant's Proportionate Share of the actual Common Area Maintenance Charge for such period ("Common Area Maintenance Statement"). Within ninety (90) days thereafter, Tenant shall pay to Landlord or take a credit against the next rental payment, as the case may be, the difference between the estimated amounts paid by Tenant and Tenant's Proportionate Share of the actual Common Area Maintenance Charge for such period as shown by such Common Area Maintenance Statement, subject, however, to the provisions of Section A.11. If Tenant's overpayment of Common Area Maintenance Charge equals or exceeds three (3) monthly installments of the Common Area Maintenance Charge, Landlord shall refund such overpayment in cash. In the event of a dispute arising in connection with any portion of the Common Area Maintenance Charge, Tenant shall pay Tenant's Proportionate Share of any undisputed portion of the Common Area Maintenance Charge within such ninety (90) day period in accordance with this Section G.4. Tenant will diligently pursue resolution of any Common Area Maintenance Charge disputes. If any tenant of any part of the Shopping Center, in lieu of paying its share of the Common Area Maintenance Charge, maintains any designated part of the Common Areas of the Shopping Center and thereby incurs a cost that would otherwise be included in Common Area Maintenance Charges, the gross leasable area of such Tenant's leased premises shall not be included in the denominator of Tenant's Proportionate Share for the purpose of calculating Tenant's Proportionate Share of such cost, and the costs so incurred by such tenant shall not be included in Common Area Maintenance Charges.

#### H. UTILITIES AND RUBBISH DISPOSAL

##### 1. Utilities.

- a. Maintenance. Commencing on the Turnover Date, Landlord shall provide and maintain all necessary pipes, mains, conduits, wires, and cables leading to the point the same enter the Premises for water, sewer, gas, electricity, and telephone service that are not otherwise provided and maintained by their respective service provider.
- b. Tenant's Responsibilities. On or before the Turnover Date, Tenant shall have all utilities serving the Premises (electric, natural gas, water, sewer, and telephone) placed in Tenant's name and Tenant shall be responsible for the payment of all utility bills and required deposits directly to the provider.
- c. Landlord's Responsibilities. Notwithstanding the foregoing, Tenant will not be responsible for the cost of any tax-based utility tap fees, cost of meter installation, or any other cost which may be levied by a utility other than those charges specifically related to Tenant's consumption of such utility. Such cost shall be the sole responsibility of Landlord, provided, Tenant is responsible for posting all deposits required to establish service.

##### 2. Rubbish Disposal. Tenant shall be responsible for Tenant's trash and refuse collection and disposal. Landlord will provide Tenant an area at the rear of the Premises for the location of such trash and refuse collection. In addition, Tenant agrees to:

- a. Proper Containers. Keep any of Tenant's refuse in proper containers until the same is removed from the Shopping Center and to permit none of Tenant's refuse to accumulate around the exterior of the Premises; and

- b. Regulations. Handle and dispose of all of Tenant's rubbish, garbage, and waste in accordance with regulations established by Landlord and not permit the accumulation (unless in sealed metal containers) or burning of any of Tenant's trash, rubbish, refuse, garbage, or waste materials in, on, or about any part of the Shopping Center.

In no event shall Landlord be liable for the quality, quantity, failure, or interruption of the foregoing utility or rubbish disposal services to the Premises unless caused by Landlord's negligent or willful acts.

3. Trash Compactor. Intentionally Deleted.

I. USE OF PREMISES BY TENANT

1. Use of Premises. Tenant's use of Premises will be for the Permitted Use as set forth in Section A.2 and no other use.
2. Operation of Business. Except as otherwise provided for herein, Tenant agrees to open for business in the Premises for the first two (2) years of the Term as a typical Dollar Tree store within thirty (30) days after the Rent Commencement Date and to operate in one hundred percent (100%) of the Premises on all business days the Shopping Center is open for business ("Retail Operations"), except where Tenant is prevented from doing so by strikes, casualty, or other causes beyond Tenant's control. Tenant shall be permitted to stock the Premises at night.
  - a. Discontinuance of Retail Operations. Notwithstanding any provision in this Lease to the contrary and except as expressly set forth above, it is expressly acknowledged by Landlord that this Lease contains no implied or express covenant for Tenant to conduct business in the Premises, continuously or otherwise, subject to the terms and conditions of this Lease. In the event Tenant discontinues Retail Operations in the Premises (excluding, however, an Exempted Discontinuance of Retail Operations, as defined in Section I.2.b), and such discontinuance of Retail Operations continues for thirty (30) consecutive days, Landlord may, at any time thereafter during the Lease Term, elect to terminate this Lease and regain possession of the Premises by written notice to Tenant (the "Termination Notice"), in which event this Lease shall terminate as to all obligations of the parties thirty (30) days after the date of receipt of the Termination Notice. Tenant shall give Landlord advance notice of any intended discontinuance of Retail Operations from the Premises as soon as would be reasonable for Tenant to do so, considering Tenant's need to keep such decision confidential. However, unless Landlord terminates this Lease and takes possession as provided above, Tenant shall be obligated to pay Base Rent and Additional Rent until the end of the Lease Term with respect to this Section I.2 and to comply with all of Tenant's other obligations hereunder.
  - b. Exempted Discontinuances. The following discontinuances of Retail Operations shall be exempted from the applicability of Landlord's right to terminate hereunder ("Exempted Discontinuance"): (i) any good faith discontinuance occasioned by a force majeure event as herein described; (ii) cessation of Retail Operations not to exceed ninety (90) days in connection with a transfer of possession caused by a permitted assignment or sublet; (iii) any discontinuance not to exceed thirty (30) days in connection with a remodeling; or (iv) a period not to exceed three (3) days per year to conduct inventory.

J. LANDLORD ACCESS

Tenant agrees to permit Landlord free access to the Premises at all reasonable times after notice to Tenant (except in the event of an emergency when no prior notice shall be required) for the purpose of examining the same, **showing the same to lenders and prospective buyers**, or making alterations or repairs to the Premises that Landlord may deem necessary for the safety or preservation thereof. Tenant agrees to permit Landlord or its agents, during the last **one hundred eighty (180) days** of the Lease Term, to show the Premises to potential tenants.

K. REPAIRS AND ALTERATIONS

1. Repairs by Landlord. As of the Turnover Date, Landlord shall keep the foundations, roof, floor slab, and structural portions of the outer walls of the Premises in good repair. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant, following which Landlord shall commence such repairs within fifteen (15) days of receipt of notice as provided in Section Q and shall have a reasonable time to complete such repairs. Notice from Tenant of the need for Landlord to perform a repair to the Premises shall not be a condition to Landlord commencing such repair if Landlord has actual knowledge of the need for repairs. The provisions of this subsection shall not apply in the case of damage or destruction by fire or other casualty or by Eminent Domain (as defined in Section O.1 of this Lease), in which event either Section M or O shall control the obligations of Landlord hereof. **Landlord is not responsible for repairs made necessary by the negligence or willful misconduct of Tenant or its employees or contractors.**

a. Right of Offset. Notwithstanding the foregoing, in the event of a breach by Landlord of this Section K.1 beyond applicable notice and cure periods, Landlord and Tenant agree that Tenant shall have the option to perform the necessary work to cure such breach on behalf of Landlord on the following conditions:

- 1) Landlord is given written notice and applicable cure periods as provided herein; and
- 2) Landlord's breach interferes, in Tenant's reasonable discretion, with Tenant's ability to conduct its business in the Premises.

If Tenant exercises such option to cure Landlord's breach, Landlord agrees that Tenant may offset against the Base Rent ("Right of Offset") until Tenant has recovered the full amount of all reasonable costs incurred by Tenant to cure such breach by Landlord, together with interest at the rate of twelve percent (12%) per annum, **but in event may Tenant offset more than the Maximum Offset Amount from Base Rent.**

b. Emergency Repairs. Notwithstanding the foregoing, in the event of an emergency which would affect the health, safety, and welfare of Tenant's employees or customers, Tenant may make such emergency repairs to the Premises as Tenant deems reasonably necessary to protect Tenant's employees and/or customers and property. **Tenant shall use its best efforts to give Landlord notice of the need for such repair and opportunity to cure the same.** Tenant will notify Landlord as soon as possible as to what repairs were made and the cost to effect such repairs. Landlord agrees to reimburse Tenant within thirty (30) days after Landlord's receipt of a breakdown for such costs

incurred by Tenant for such repairs. If Landlord fails to reimburse Tenant within such thirty (30) days, Tenant shall have the Right of Offset, as provided in Section K.1.a above, until Tenant has recovered the cost of such emergency repairs, subject to the Maximum Offset Amount.

- c. Rights of Recovery. Should Tenant exercise Tenant's Right of Offset as provided hereunder, it will not affect any other rights or remedies that may be available to Tenant at law or in equity in the jurisdiction where the Premises are located.
- d. HVAC System. Landlord agrees that the heating, ventilation and air conditioning system servicing the Premises ("HVAC System") will be a new, fully operational system (pursuant to the requirements set forth in Exhibit C attached hereto) when the Premises are delivered to Tenant. **So long as Tenant complies with its obligations under Section K.2.b. below, Landlord warrants such unit for the first five (5) years of the initial Lease Term and for the balance of any applicable warranty period for said HVAC equipment, whichever occurs later.**
- e. Tenant's Portion of Construction. It is expressly understood that Landlord shall not be responsible for any portions of the Premises constructed by Tenant.

2. Repairs by Tenant. Except as provided in Section K.1, Tenant shall keep:

- a. Premises. The Premises and any fixtures, facilities or equipment contained therein in good condition and repair, including, but not limited to, exterior and interior portions of all doors, windows, plate glass, and showcases surrounding the Premises, the HVAC System (except during Landlord's Warranty Period as set forth in Section D.2), electrical, plumbing (excluding any repair to the sprinkler system, but Tenant is responsible for the sprinkler heads exclusively serving its Premises) and sewer systems, the exterior doors, window frames, loading areas and facilities and all portions of the store front area, and shall make any replacements thereof which may become necessary during the Lease Term, excepting any repairs to items of Landlord's original construction made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance.
- b. HVAC System. During the Lease Term, Tenant shall, at its sole cost and expense, maintain a service contract for the routine performance of standard HVAC System maintenance. Within fifteen (15) days of Landlord's written request, Tenant shall provide Landlord with a copy of the foregoing HVAC System service contract. Tenant shall not be responsible for the repair and/or replacement of the HVAC System if such repair and/or replacement is necessitated due to Landlord negligence or a casualty covered by Landlord's insurance as such insurance is required under this Lease.

3. Alterations or Improvements by Tenant. Tenant shall be permitted to make any interior, nonstructural alterations to the Premises without Landlord's prior written consent. Tenant shall obtain all necessary permits for such alterations and improvements and shall make such alterations and improvements in accordance with the applicable laws, building codes and ordinances in a good workmanlike manner. Tenant agrees to indemnify Landlord against any mechanic's lien or other liens or claims in connection with the making of such alterations, additions, or improvements. Tenant shall promptly repair any damages to the Premises or Building caused by any alterations, additions, or

improvements to the Premises by Tenant. Notwithstanding anything else contained in this Lease, Landlord agrees that such alterations or improvements may require that the business conducted in the Premises discontinue during such construction. **Tenant may not make any other alterations or improvements to the Premises without the prior written consent of Landlord in each instance.**

4. **Removal of Improvements.** All items of Landlord's construction, all heating and air conditioning equipment, and all alterations, additions, wall coverings, and other improvements by Tenant shall become the property of Landlord at the termination of this Lease and shall not be removed from the Premises. All trade fixtures, furniture, furnishings (including, but not limited to, Tenant's removable carpet tiles), and signs installed in the Premises by Tenant and paid for by Tenant shall remain the property of Tenant and shall be removed upon the expiration of the Lease Term and **Tenant shall repair all damage caused by such removal;** provided (a) that any of such items as are affixed to the Premises and require severance may be removed only if Tenant repairs any damage caused by such removal, and (b) that Tenant shall have fully performed all of the covenants and agreements to be performed by Tenant under the provisions of this Lease. If Tenant fails to remove such items from the Premises within ten (10) days of the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord. Landlord shall have the right to remove same and sell such trade fixtures, furniture, furnishings, and signs to pay for the cost of removal, **but in any event Tenant shall remain liable for the cost of such removal, which liability shall survive the end of the Term.**

#### L. INDEMNITY AND INSURANCE

1. **Indemnification by Tenant.** Except to the extent caused by Landlord's negligence, Tenant will indemnify, **defend** and hold Landlord harmless from and against all loss, cost, expense, and liability (including Landlord's costs of defending against the foregoing, such cost to include reasonable attorney's fees and costs) resulting or occurring by reason of Tenant's construction, use, or occupancy of the Premises, **Tenant's acts or omissions in the Common Areas** or by reason of Tenant's breach of any representations and warranties made by Tenant contained in this Lease or Tenant's operation and maintenance of the Premises.
2. **Indemnification by Landlord.** Except to the extent caused by Tenant's negligence, Landlord will indemnify, **defend** and hold Tenant harmless from and against all loss, cost, expense, and liability (including Tenant's costs of defending against the foregoing, such costs to include reasonable attorney's fees and costs) resulting or occurring by reason of Landlord's construction, use, or occupancy of the Shopping Center or by reason of Landlord's breach of any representations and warranties made by Landlord contained in this Lease or Landlord's operation and maintenance of the Common Areas.
3. **Tenant's General Liability Insurance.** Tenant, at Tenant's expense, shall carry general commercial liability insurance covering the Premises and Tenant's use thereof, with a minimum limit of **Two Million Dollars (\$2,000,000)** for any **act or occurrence** resulting in bodily injury, death, or property damage for each occurrence and a minimum limit of **Five Million Dollars (\$5,000,000)** general aggregate and an umbrella policy with a minimum additional coverage of **Five Million Dollars (\$5,000,000)**. Tenant shall provide certificates of such coverage to Landlord prior to the date of any use or occupancy of the Premises by Tenant and **renewal certificates not less than thirty (30) days prior to the expiration of such policies;** said certificate shall name Landlord and its lender as additional insureds, as their interests may appear, under such insurance policy, and the

insurer agrees to notify Landlord and such other parties designated by Landlord as additional insureds not less than ten (10) days in advance of any substantial modification or cancellation thereof. Tenant's insurance shall be written by a financially sound insurance company licensed in the State of New Jersey.

4. Landlord's Insurance.

- a. Property Insurance. Landlord agrees to carry policies insuring the improvements on the Shopping Center and Common Areas (other than buildings not owned by Landlord) against fire and such other perils as are normally covered by special coverage endorsements in the county where the Premises are located, in an amount equal to at least eighty percent (80%) of the insurable value of such improvements ("Property Insurance"). Tenant shall have no rights in said policy or policies maintained by Landlord and shall not be entitled to be a named additional insured thereunder.
- b. Tenant's Proportionate Share. Commencing on the Rent Commencement Date and thereafter during the Lease Term, Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12<sup>th</sup>) of Tenant's Proportionate Share of the Property Insurance premium for the current year as reasonably estimated by Landlord. If Tenant's Proportionate Share of the Property Insurance premium is less than the total amount paid by Tenant for such period, the excess shall be credited against the next payment of Property Insurance premium, but if such overpayment equals or exceeds three (3) monthly installments of Property Insurance premiums, Landlord shall refund such overpayment in cash. If Tenant's Proportionate Share of the actual Property Insurance premium exceeds the total amount paid by Tenant for such period, Tenant shall, upon receipt of a copy of the actual Property Insurance premium invoice from Landlord, pay the difference between the amount paid by Tenant and Tenant's Proportionate Share of the actual Property Insurance premium. If any tenant or occupant of the Shopping Center insures its own building, the gross leasable area of such tenant's leased premises shall not be included in the denominator of Tenant's Proportionate Share for the applicable purposes of this Section.
- c. Liability Insurance. Landlord, at Landlord's expense, shall carry general commercial liability insurance covering the Shopping Center and Common Areas with a minimum limit of One Million Dollars (\$1,000,000) for any casualty resulting in bodily injury, death, or property damage for each occurrence and a minimum limit of Two Million Dollars (\$2,000,000) general aggregate.

5. Self-insure. Tenant shall have the right to self-insure its leasehold improvements, inventory, fixtures, equipment, and plate glass in the Premises during the Lease Term so long as Tenant shall have a net worth of at least Ten Million Dollars (\$10,000,000). At Landlord's written request, Tenant shall furnish Landlord with an Annual Report evidencing such net worth if Landlord cannot access the Annual Report and other financial data on Tenant's web site at [www.dollartree.com](http://www.dollartree.com).

6. Mutual Waiver. Tenant hereby waives any claim against Landlord for property damage occurring in the Premises and Tenant's all-risk insurer hereby waives its rights of subrogation against Landlord for property damage occurring in the Premises, and in consideration thereof, Landlord waives any claim against Tenant for property damage occurring in the Shopping Center and Common Areas and Landlord's all-risk insurer shall



waive its rights of subrogation against Tenant for property damage occurring in and to the Shopping Center and Common Areas.

M. DAMAGE AND DESTRUCTION

1. Partial Damage. In the event the Premises are damaged to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises, the damage shall, except as hereinafter provided, promptly be repaired by Landlord, at Landlord's expense and such repairs shall commence not later than thirty (30) days after such casualty unless governmental permits are required, in which event such thirty (30) days shall not commence until such permit(s) is/are obtained and Landlord is to apply for such permit(s) as soon as possible and diligently pursue application until permit(s) is/are received and completed within one hundred twenty (120) days after commencement of repairs. In the event the Premises are damaged less than fifty percent (50%) of the cost of replacement of the Premises in the last two (2) years of any Lease Term, Landlord or Tenant shall have the right to terminate this Lease; however, if Landlord can repair the damage and return the Premises to Tenant so that there is a minimum of thirteen and one-half (13½) months remaining on the Lease Term, then Tenant shall not have the right to terminate this Lease. If Landlord elects to terminate this Lease as provided above, then Tenant can negate Landlord's election to terminate this Lease by exercising early its upcoming Renewal Term, provided there is at least one additional Renewal Term remaining under this Lease.
2. Total Damage. In the event (a) the Premises are damaged to the extent of fifty percent (50%) or more of the cost of replacement of the Premises or (b) the buildings in the Shopping Center are damaged to the extent of fifty percent (50%) or more of the cost of replacement, notwithstanding the extent of damage to the Premises, then either Landlord or Tenant may elect to terminate this Lease upon giving notice of such election in writing to the other within thirty (30) days after the event causing the damage. If this Lease is not terminated as provided for above, Landlord will commence the repairs or rebuilding not later than forty-five (45) days after the casualty unless governmental permits are required, in which event such forty-five (45) days shall not commence until such permit(s) is/are obtained and Landlord is to apply for such permit(s) as soon as possible and diligently pursue application until permit(s) is/are received and complete such repairs within one hundred and eighty (180) days after commencement of such repairs.
3. Repair. If Landlord is required to repair under Section M.1, or has elected to repair under Section M.2, and provided that this Lease has not been terminated as provided in Sections M.1 and M.2, Tenant shall repair or replace as needed its stock-in-trade, trade fixtures, furniture, furnishings, equipment, and personal property in a manner and to at least a condition equal to that prior to its damage or destruction.
4. Abatement of Rent. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, a proportionate abatement of the Base Rent and Additional Rent shall be allowed until the date Landlord completes the repairs or rebuilding and Tenant has a reasonable time, not to exceed ninety (90) days from delivery by Landlord, to complete Tenant's required build out and open for business.

N. ASSIGNING AND SUBLETTING

1. Tenant's Rights. Tenant shall have the right, without Landlord's consent, to assign this Lease or to sublet the whole or any part of the Premises at any time provided that notice

is given to Landlord within thirty (30) days after such assignment or sublet, and further provided that:

- a. Tenant will remain liable hereunder;
  - b. Tenant's assignee or sub-tenant will assume all obligations under this Lease pursuant to an assignment and assumption agreement;
  - c. The Premises will continue to be used only for retail sales consistent with the Permitted Use clause: and
  - d. Tenant transfers at least five percent (5%) of its stores in Pennsylvania, New Jersey and Delaware in connection with such assignment or subletting.
2. A portion of Tenant's stock is publicly traded and any change in ownership of capital stock shall not constitute an Assignment for the purposes of this Lease.
3. Consent of Landlord. Except as provided above, Tenant shall not assign this Lease or sublet the Premises, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned. The use of such sublet or assignment shall be for any lawful retail use, as reasonably approved by Landlord, provided such consent shall not be unreasonably withheld, delayed or conditioned if such use does not violate any recorded restriction or any existing exclusives or restrictions of other tenants at the time of such assignment or sublet. Landlord's consent to the assignment or subletting shall not waive the requirements that Landlord's consent be obtained for further assignment or sublets. In the event of such assignment or sublet, Tenant will remain primarily liable for the performance of the covenants herein contained binding upon Tenant. Landlord's consent to the assignment or subletting shall not waive the requirements that Landlord's consent be obtained for further assignment or sublets.
4. Affiliated Corporation. Notwithstanding anything to the contrary contained herein, Tenant may assign this Lease or sublet all or part of the Premises to an "Affiliated Corporation" (as defined herein) without Landlord's consent. For purposes of this provision, an "Affiliated Corporation" means (i) Tenant's parent corporation, (ii) a corporation owned or controlled by Tenant's parent corporation, (iii) a wholly-owned subsidiary of Tenant, or (iv) a corporation which acquires all or a majority of the outstanding stock of Tenant. For the purpose of this Section, Tenant is limited to the original Tenant named herein, or its parent company.
- a. In the event of a sublease to an Affiliated Corporation, Tenant shall, notwithstanding such sublease, remain fully liable for performance of the obligations under the terms of this Lease.
  - b. In the event of assignment to an Affiliated Corporation, the assignee shall expressly assume for the benefit of Landlord the obligations of Tenant under this Lease. However, Tenant shall guarantee the assignee's performance under this Lease.

Tenant shall provide written notice to Landlord of any transfer to an Affiliated Corporation within thirty (30) days of its effective date.

4. As to any proposed assignment or sublet (a "Transfer") not expressly permitted hereunder, and in lieu of approving or disapproving such Transfer, Landlord shall have the right and option (the "Take-back Option"), exercisable by Landlord giving Tenant written notice within thirty (30) days after Landlord's receipt of the written request for consent to the same (a "Request Notice"), of terminating this Lease with respect to the Premises. Such election by Landlord to exercise its Take-back Option shall be effective unless, within ten (10) days following Landlord's written notice to Tenant exercising such Take-back Option Tenant notifies Landlord in writing of Tenant's election to withdraw Tenant's Request Notice. If Landlord elects to exercise such Take-back Option, this Lease shall terminate effective on the sixtieth (60th) day after the date of Landlord's written notice of Landlord's exercise thereof, whereupon the Rent shall be adjusted as of the date of such termination and the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to the Landlord, except for items which have been theretofore accrued and are then unpaid. The Take-back Option shall not be exhausted any one exercise thereof by Landlord but shall be exercisable from time to time and as often as there is such Transfer. If after receipt of the Request Notice Landlord requests additional or further information which Landlord reasonably requires to consider a Transfer, Tenant shall deliver such information to Landlord upon Landlord's request therefor and the period for Landlord to exercise the Take-back Option shall be extended by the number of days between Landlord's request for Landlord's receipt of such additional or further information.

If Landlord does not elect to exercise the Take-back Option and elects to give Landlord's written consent to a sublease, Tenant shall pay to Landlord, as Additional Rent, the sum equal to fifty percent (50%) of the difference between the subrents received by Tenant and the rent payable hereunder.

O. EMINENT DOMAIN

1. Condemnation Award. In the event the Shopping Center or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriate proceedings or by any right of eminent domain ("Eminent Domain"), the entire compensation award thereof shall belong to Landlord, without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title, and interest to any such award. Tenant shall have the right to recover such compensation as may be awarded on account of the value of leasehold improvements made by Tenant and for moving and relocating expenses.
2. Rights of Termination. In the event of a taking under the power of Eminent Domain of (a) more than twenty-five percent (25%) of the Premises, either Landlord or Tenant shall have the right to terminate this Lease by notice in writing given within thirty (30) days after the condemning authority takes possession, in which event all Base Rent and Additional Rent shall be pro-rated as of the date of such termination. In addition, Landlord shall have the right to terminate this Lease in the event any taking of any portion of the Shopping Center shall render the Shopping Center, in Landlord's reasonable opinion, unsuitable or uneconomical for the operation of a shopping center.
3. Restoration. In the event of a taking of any portion of the Premises not resulting in a termination of this Lease, Landlord shall use as much of the proceeds of Landlord's

award for the Premises as is required therefore to restore the Premises to a complete architectural unit and this Lease shall continue in effect with respect to the balance of the Premises, with a reduction of Base Rent and Additional Rent in proportion to that portion of the Premises taken.

P. **DEFAULT AND REMEDIES**

1. Default by Tenant.

- a. Financial Default. Tenant shall be in financial default beyond any written notice and cure period if it fails to pay when due each installment of Base Rent or Additional Rent.
- b. Notice of Financial Default. In the event Tenant is in financial default, Tenant shall have a grace period of ten (10) days to cure such default after Tenant shall have received notice of such default in accordance with Section Q of this Lease; provided, however, Landlord shall not be obligated to give more than three (3) written notices of default in any twelve (12) month period, and a financial default shall occur automatically without notice upon the fourth (4<sup>th</sup>) such failure in a twelve (12) month period to Rent when due .
- c. General Default. Tenant shall be in general default beyond any written notice and cure period if it shall fail to keep or shall violate any other conditions, stipulations, or agreements contained herein on the part of Tenant to be kept and performed. It shall also be a general default if a voluntary or involuntary petition or similar pleading under any section of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, and the same shall not be dismissed or discharged within thirty (30) days after filing.
- d. Notice of General Default. In the event Tenant is in general default, it shall have a grace period of thirty (30) days to cure such default after Tenant shall have received notice of such default in accordance with Section Q of this Lease. Notwithstanding the foregoing, if such default reasonably requires more than thirty (30) days to cure, Tenant shall not be in default if Tenant in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default so long as in any event Tenant cures such default within ninety (90) days after such initial notice of default.
- e. Landlord's Remedies. In the event Tenant is in either financial or general default beyond any applicable notice and cure period, Landlord, at its option may, in addition to all other rights and remedies available at law or in equity:
  - 1) Terminate this Lease; or
  - 2) Enter upon the Premises with or without terminating this Lease and may re-let the Premises in its own name for the account of Tenant for the remainder of the Lease Term and recover from Tenant any deficiency for the balance of the Lease Term between the amount for which the

Premises were re-let, and the Base Rent and Additional Rent provided hereunder as it becomes due.

- f. Re-entry. In addition to all other rights granted to Landlord under this Lease, or under prevailing law, if Tenant shall be in default beyond any written notice and cure period, Landlord, its agents or employees may immediately or any time hereafter re-enter the Premises and remove Tenant's agents, any subtenants, any licensees, any concessionaires and any invitees, and any of its or their property from the Premises, provided Landlord has an appropriate court order. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding at law, by force, or otherwise. Landlord shall be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by Tenant or proceedings in forcible entry and detainer. Tenant's liability under the terms of this Lease shall survive Landlord's re-entry, the institution of summary proceedings, and the issuance of any warrants with respect thereto.
- g. In the event of any uncured financial default or general default, the Base Rent and Additional Rent shall be paid up to the time of re-entry, dispossession and/or expiration and Tenant or the legal representative of Tenant shall also pay Landlord at Landlord's option and whether or not Landlord has terminated or canceled this Lease, for each month of the period which would otherwise have constituted the balance of the term, the excess, if any, of (i) the monthly installment of Base Rent, the monthly payment of Tenant's Common Area Maintenance Charge and Tenant's Proportionate Share of Real Estate Taxes and Property Insurance, over (ii) the net amount, if any, of the rents actually collected on account of the lease or leases of the Premises for such month. In addition, Tenant shall be liable for such expenses as Landlord may reasonably incur in connection with reletting, such as court costs, attorney's fees and disbursements, brokerage commissions, cost of restoring the Premises to the condition existing as of the Turnover Date. If this Lease is terminated pursuant to the provisions of this Section, and at Landlord's sole option and as an alternative to other damages on account of unrecovered rents owed by Tenant as a result of such termination, Landlord will be entitled to recover from Tenant (i) the worth at the time of award of the unpaid Rent earned at the time of termination; (ii) the worth at the time of award of the unpaid Rent which would have been earned (but for such termination) after termination until the time of award to the extent the same exceeds the amount of such rent loss that Tenant proves could reasonably have been avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term of this Lease after the time of award exceeds the amount of such rent loss that Tenant proves could reasonably be avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result from such failure. The "worth at the time of award" of the amount referred to in clauses (i) and (ii) is computed by allowing interest at the Default Rate (but in no event more than the highest rate permitted by law if any restriction upon the rate collectable by Landlord hereunder is applicable). The worth at the time of award of the amount referred to in clause (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of



3. Failure to Exercise Rights. No delay or omission by Landlord or Tenant to exercise any right or power accruing upon any noncompliance or default by Tenant or Landlord with respect to any of the terms hereof, shall impair any such right or power or be construed to be a waiver thereof. A waiver by Landlord or Tenant of any of the covenants and agreements hereof to be performed by Tenant or Landlord shall not be construed to be a waiver of any subsequent breach thereof or of any covenant or agreement herein contained.

Q. NOTICES

1. Proper Notice. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be deemed given when received or rejected after such notice shall have been mailed by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier that provides verification of receipt to the address stated in Section A.3 of this Lease. Landlord shall not mail or deliver any notice or consent to the Premises that is required to be given by or on behalf of Landlord; furthermore, in the event Landlord does mail or deliver such notice or consent to the Premises, proper notice shall not be deemed to have occurred. **Notices may be given by counsel to the parties.**
2. Change of Address. Either party's address as shown in Section A.3 may be changed from time to time by such party giving written notice to the other party of the new address.

R. MORTGAGE SUBORDINATION

Landlord is the manager of the Shopping Center on behalf of Willingboro Town Center Urban Renewal North, LLC. This Lease is and shall at all times, unless Landlord shall otherwise elect, be subject and subordinate to all easements and encumbrances now or hereafter affecting the fee title of the Shopping Center and to all mortgages, deeds of trust, financing or refinancing in any amounts which may now or hereafter be placed against or affect any or all of the land or any or all of the building and improvements now or at any time hereafter constituting part of the Shopping Center and all amendments and renewals thereof, and all advances thereunder. Notwithstanding the foregoing, any successor to Landlord's interest in the Premises, including any ground lessor or holder of any mortgage or deed of trust, or to any purchaser at foreclosure (or by deed in lieu of foreclosure) shall, so long as Tenant is not in material default under this Lease beyond applicable notice and cure periods, recognize and accept this Lease and all terms, conditions, and obligations of Landlord contained herein. Tenant also agrees that any mortgagee or trustee may elect to have this Lease deemed prior to the lien of its mortgage or deed of trust, and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises (except in a sale-leaseback financing transaction), or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage or deed of trust covering the Premises, or in the event of the termination of any lease in a sale-leaseback transaction wherein Landlord is the Tenant, attorn to and recognize such purchaser of assignee or mortgagee as Landlord under this Lease. Tenant agrees that if Landlord's mortgagee or trustee requests confirmation of such subordination and attornment, within twenty (20) days after receipt of written request therefor, Tenant shall execute and deliver whatever instruments (including but not limited to a Memorandum of Lease and/or a Non-Disturbance and Attornment Agreement in recordable form) as may be required for such purposes to carry out the intent of this Section R ("Subordination Request"). Notwithstanding the foregoing, after the first Subordination Request in any twelve (12) consecutive month period, it is agreed that Landlord

shall pay Tenant the sum of Two Hundred Fifty Dollars (\$250.00) for each such additional Subordination Request within said 12-month period as an administrative charge for the processing of the subordination instrument; **provided, however, the first two (2) Subordination Request shall be without charge.** Notwithstanding anything herein to the contrary, processing of the subordination instrument shall not commence prior to receipt of the required administrative charge, which is due and payable at the time of such subsequent Subordination Request.

S. ESTOPPEL CERTIFICATES

At any time and from time to time, subject to the terms and conditions of this Section S, Tenant agrees, within twenty (20) days after receipt of written request from Landlord, to execute and deliver to Landlord for the benefit of such persons as Landlord designates in such request, a statement in writing on a form provided by Tenant ("Estoppel Request"), certifying to the following: (a) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Base Rent, Additional Rent, and other charges hereunder have been paid; (c) that the Premises have been completed on or before the date of such letter and that all conditions precedent to this Lease taking effect have been carried out; (d) that Tenant has accepted possession, that the term of this Lease has commenced, that Tenant is occupying the Premises, that Tenant knows of no default under this Lease by Landlord and that there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord; (e) the actual Rent Commencement Date and the Lease Expiration Date; and (f) that Tenant's store is open for business. Notwithstanding the foregoing, after the first Estoppel Request in any twelve (12) consecutive month period, it is agreed that Landlord shall pay Tenant the sum of Two Hundred Fifty Dollars (\$250.00) for each such additional Estoppel Request within said 12-month period as an administrative charge for the processing of the estoppel statement; **provided, however, the first two (2) Estoppel Requests shall be without charge.** Notwithstanding anything herein to the contrary, processing of the estoppel statement shall not commence prior to receipt of the required administrative charge, which is due and payable at the time of such subsequent Estoppel Request.

T. COVENANT OF QUIET ENJOYMENT

Landlord hereby covenants that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have quiet enjoyment of the Premises without hindrance from any person claiming by, through or under Landlord.

U. LIABILITY OF LANDLORD

1. Judgments. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that if Landlord shall fail to perform any covenant, term, condition, or warranty contained in this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title, and interest of Landlord in the Shopping Center, as the same may then be encumbered, and neither Landlord, nor, if Landlord be a partnership, any of the partners comprising such partnership shall be liable for any deficiency. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord other than its interest in the Shopping Center as herein before expressly provided.



2. Transfer of Title. In the event of the sale or other transfer of Landlord's right, title, and interest in the Premises or the Shopping Center, Landlord shall, upon providing Tenant with written notice of said transfer, be released from all liability and obligations hereunder only if its transferee shall assume in writing the obligations of Landlord herein set forth.

V. ENVIRONMENTAL MATTERS – NO HAZARDOUS MATERIALS

1. Acts. For the purposes of this Lease, the term "Hazardous Materials" shall include, without limitation, those substances, materials, or waste described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), (42 U.S.C. 9601, *et seq.*); The Resource Conservation and Recovery Act, as amended (RCRA), (42 U.S.C. 6901, *et seq.*); Emergency Planning & Community Right-to-Know Act, as amended (EPCRA), (42 U.S.C. 11991, *et seq.*); Clean Water Act, as amended (CWA), (33 U.S.C. 1251, *et seq.*); Clean Air Act, as amended (CAA), (42 U.S.C. 7401, *et seq.*); Toxic Substances Control Act, as amended (TSCA), (15 U.S.C. 2601, *et seq.*); Safe Drinking Water Act, implementing regulations for such Acts, and as amended (SDWA), (42 U.S.C. 300(f) *et seq.*); and any other applicable federal, state, local laws or ordinances, and the regulations adopted thereunder, or any other substance, material or waste which has been determined by the United States Environmental Protection Agency, the Federal Occupational Health and Safety Administration, or any other federal or state agency, to be capable of posing significant risk of injury to human health or safety. Hazardous Materials shall not include ordinary household cleaning and maintenance products or those which are part of Tenant's inventory of items for retail sale, provided that such products and items are used with due care, and are used, stored and maintained in accordance with manufacturer's recommendations.
2. Asbestos and Other Hazardous Materials. Landlord warrants that upon the Turnover Date to Tenant the Premises will be free of asbestos and other Hazardous Materials, and if found, Landlord will remove immediately at Landlord's expense.
3. Tenant's Operations. Except as otherwise provided herein, Tenant shall not engage in operations at the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of Hazardous Materials without the prior written consent of Landlord, which consent shall be at Landlord's sole discretion. Tenant also acknowledges that certain events, including termination of this Lease, closing or transferring of operations, or other specific events may require compliance with Industrial Site Recovery Act (formerly known as the Environmental Cleanup Responsibility Act), N.J.S.A. 13:1K-6 *et seq.* ("ISRA"), depending on the activities conducted by Tenant at the Premises. In the event ISRA is applicable to the termination, Tenant will comply with all obligations, requirements or responsibilities under ISRA. Specifically, Tenant shall provide, without limitation: (1) a demonstration of non-applicability of ISRA, or, at the request of Landlord, a determination of non-applicability from the New Jersey Department of Environmental Protection ("NJDEP"); (2) an approval of a negative declaration of NJDEP; (3) the performance of an approved remedial action workplan; (4) the obtaining of a no further action letter, (5) the performance under a remediation agreement; or (6) a de minimis quantity or limited conveyance exception granted by NJDEP to Tenant. The parties acknowledge and agree that, pursuant to the provisions of ISRA, the Tenant shall be, and is hereby, designated the party responsible (the "Party Responsible") to comply with the requirements of ISRA, and that as a result the NJDEP shall have the right to compel the Tenant to so comply. In addition, any failure of Tenant to provide any information and

submission as required under ISRA shall constitute a default under this Lease. Any assignee or subtenant of Tenant shall be deemed to have, and by entering into such assignment or sublease, and/or by entering into possession of the Premises, does hereby, acknowledge that they shall be the Party Responsible, jointly and severally with Tenant, under the provisions of this Lease.

4. Indemnification. Tenant will defend, protect, indemnify, and hold Landlord harmless from and against any and all claims, causes of action, liabilities, damages, costs, and expenses, including, without limitation, attorneys' fees, arising from or in any way connected with Hazardous Materials introduced to the Premises by Tenant or in connection with Tenant's failure to comply with the terms of this Section. Landlord will defend, protect, indemnify, and hold Tenant harmless from and against any and all claims, causes of action, liabilities, damages, costs, and expenses, including, without limitation, attorneys' fees arising from or in any way connected with Hazardous Materials introduced to the Premises or the Shopping Center by Landlord.
5. Tenant's Limitation of Liability. Notwithstanding the provisions of this Section V, Tenant's liability hereunder will be limited to compliance with all federal and state environmental regulations dealing with release of Hazardous Materials by Tenant or breach of the covenants in this Section. Landlord's rights under this Section V shall not extend to requiring Tenant to perform any duties in excess thereof.

W. MISCELLANEOUS PROVISIONS

1. Broker's Commissions. Landlord and Tenant hereby agree to recognize Michael Salove Company as Tenant's broker in this transaction ("Broker"). Landlord shall be responsible to pay to Broker any commissions related to this transaction pursuant to a separate agreement. Landlord and Tenant hereby warrant to the other that there are no other claims for brokers' commissions or finders' fees in connection with the execution of this Lease, and Landlord and Tenant agree to indemnify and save the other harmless from any liability that may arise from such claims, including reasonable attorneys' fees.
2. Surrender and Holding Over.
  - a. Surrender. Subject to the provisions of Section K.4, Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration of the Lease Term, or its prior termination for any reason, in good condition and repair, broom clean (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and tear excepted).
  - b. Holdover. If Tenant fails to surrender the Premises on the date that the Lease Term expires or terminates, Tenant's continued occupancy shall be deemed to be a tenancy from month-to-month and such tenancy shall be subject to all of the provisions of this Lease in effect at the time of holdover, except that Base Rent shall be payable at the rate of one hundred fifty percent (150%) of the Base Rent at the end of the Term. If Tenant fails to vacate and surrender the Premises within thirty (30) days after written notice from Landlord, Tenant shall also be liable for all damages and liabilities incurred by Landlord as a result of Tenant's failure to vacate.
3. Storage Trailer. At no additional cost to Tenant during the months of November and December only, Tenant shall be permitted to place storage trailer(s) at the rear of the

Premises, subject to local codes and ordinances, provided the location of the same does not adversely affect loading for other tenants of the Shopping Center.

4. Audit Rights. Landlord shall keep accurate records showing in detail all Additional Rent charges provided for in this Lease for a period of two (2) years after the year to which such charges relate. Such Additional Rent charges, including without limitation, the Real Estate Taxes (as provided in Section F.1), the Common Area Maintenance Charge (as provided in Section G.2), and the Property Insurance (as provided in Section L.4), shall be subject to audit by Tenant or an audit firm of Tenant's choice, at Tenant's expense. These records shall, after not less than ten (10) days prior written notice, be made available during normal business hours at the address designated by Landlord for inspection by Tenant. In addition, following such reasonable notice, Tenant, or its authorized agents, shall have the right to examine any and all books, records, papers and documents relating to the Additional Rent charges for the two (2) years prior to the period subject to such audit by Tenant. Tenant shall furnish a copy of such audit to Landlord upon completion thereof. Tenant shall keep such information confidential, except in connection with any proceeding regarding same between Landlord and Tenant. Tenant shall pay all costs in connection with any audit by Tenant, unless Landlord's charges exceed the amount that Landlord is entitled to charge Tenant by more than five percent (5%), in which event the reasonable cost of such audit shall be borne by Landlord, not to exceed One Thousand Five Hundred Dollars (\$1,500.00). Each party shall also immediately pay any and all sums shown by the audit to the other party as additional or overpayment of charges under this paragraph.
5. Mechanic's Liens. Should any mechanic's liens or other liens or affidavits claiming liens be filed against the Premises or any portion thereof or interest therein for any reason whatsoever incident to the acts or omissions of Tenant, its agents or contractors, Tenant shall cause the same to be canceled and discharged of record by payment, bonding, or otherwise, within thirty (30) days after notice by Landlord. Tenant shall require that all contracts entered into by Tenant contain a provision confirm that any and all such alterations, additions or improvements to be made by Tenant are solely for Tenant's immediate use and benefit and that the alterations, additions or improvements being undertaken are not for Landlord's immediate use and benefit. If Tenant fails to discharge a mechanic's lien within the time required above, Landlord shall have the right, but not the obligations, to pay or discharge such lien, in which case Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in so doing, including interest at the Default Rate.
6. Mortgagee Consent. Landlord represents that it has obtained the existing mortgagee's consent to this Lease Agreement, or that such consent is not necessary.
7. Landlord Title Report. Landlord agrees to furnish Tenant with a copy of the Schedule B (Title Exceptions) to the current title policy for the Shopping Center prior to Tenant's execution of this Lease.
8. Recording. Upon the request of either Landlord or Tenant, the other party agrees to execute a Memorandum of Lease setting forth such terms and provisions as may be acceptable to both Landlord and Tenant that may be recorded at the cost of the party desiring recording. If Tenant records such Memorandum, it will promptly record a termination agreement acceptable to Landlord upon the expiration or sooner termination of this Lease.

9. Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.
10. Attorneys' Fees. In the event of any legal proceeding arising out of a dispute among the parties with regard to enforcement of any provision of this Lease, the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs from the non-prevailing party.
11. Jury Trial. In the event of a dispute, Landlord and Tenant agree to waive the right to jury trial.
12. Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord or Tenant to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is in writing and signed by Landlord or Tenant.
13. Force Majeure.
  - a. Events of Force Majeure Prior to Tenant Opening for Business in the Premises. Force Majeure shall mean delays caused by any governmental or quasi-governmental entity; shortages of materials, natural resources or labor; fire; catastrophe; labor strikes; civil commotion; riots; war; acts of God; governmental prohibitions or regulations including administrative delays in obtaining building permits; inability to obtain materials; or any and all other extraordinary causes (but not including financial inability). Therefore, if an event of Force Majeure occurs prior to **Rent Commencement Date**, neither party shall have any liability to the other for non-performance of the affected provision of this Lease. Neither party shall be in default under this Lease for failure to perform due to Force Majeure. If an event of Force Majeure occurs, the period of time Landlord or Tenant has for performance as provided in this Lease shall be extended one day for each day performance is delayed by such event of Force Majeure.
  - b. Events of Force Majeure After Tenant Opens for Business in the Premises. Notwithstanding the foregoing, if an event of Force Majeure occurs after the **Rent Commencement Date**, neither party shall have any liability to the other for non-performance of the affected provision of this Lease; provided, however, in no event shall any event of Force Majeure affect Tenant's obligations (inclusive of the timing the same may be due) for **Base Rent or Additional Rent** except as expressly provided in this Lease. Neither party shall be in default under this Lease for failure to perform due to Force Majeure (except in this Section W.13.b. in the case of payment of **Base Rent or Additional Rent** as provided herein). If an event of Force Majeure occurs, the period of time Landlord or Tenant has for performance (excluding payment of **Base Rent or Additional Rent**) as provided in this Lease shall be extended one day for each day performance is delayed by such event of Force Majeure.
14. No Partnership. Landlord and Tenant do not, in any way or for any purpose, become a partner with the other in the conduct of either's business.

15. Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease nor in any way affect this Lease.
16. Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever.
17. No Presumption Against Drafter. Both parties have freely negotiated this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.
18. Authority to Sign Lease. Each of the persons signing this Lease represents and warrants that he has been duly authorized to sign this Lease by all necessary action on the part of the entity on whose behalf he has signed this Lease.
19. Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.
20. Landlord's Alteration. Landlord shall have the right to engage in construction, remodeling, or other alterations of the Shopping Center and Common Areas that are not as a result of a casualty as provided for in Section M of this Lease ("Landlord's Alteration"). In the event such Landlord's Alteration adversely impacts customer or employee access to or visibility of the Premises or the Common Areas directly in front of the Premises and such condition exists for more than **twenty (20) consecutive days, and Tenant is open for business at such time**, then in lieu of Base Rent and Additional Rent Tenant shall have the right to pay the lesser of (i) six percent (6%) of Gross Sales or (ii) one-half (1/2) Base Rent and full Additional Rent ("Alteration Alternate Rent"). Tenant shall have the right to pay Alteration Alternate Rent for each day or part thereof which elapses between the date the condition commenced and the date the condition is corrected. **Tenant shall not have the right to pay Alteration Alternate Rent in connection with the performance of required repairs, compliance with legal requirements, condemnation, casualty or default by Tenant.**
21. Radon Gas Disclosure. Intentionally Deleted.
22. Time is of the Essence. Time is of the essence with regard to this Lease, except with respect to the following conditions:
  - (a) The exercise by Tenant of any applicable Renewal Term pursuant to Section C.3, in which event the notice period provided therein shall be extended for an additional period of five (5) business days before Tenant's right to exercise such Renewal Term may be deemed null and void hereunder; and

- (b) Any dispute that may arise in connection with any portion of the detailed statement of the Common Area Maintenance Charge, Real Estate Taxes or Property Insurance provided by Landlord pursuant to the provisions of Section F.2, G.4, and L.4.b. in which event (a) Tenant shall provide Landlord written notice of such dispute within the ninety (90)-day period following Tenant's receipt of Landlord's detailed statement, as provided herein, and (b) if applicable, Tenant shall pay the entire Tenant's Proportionate Share of any undisputed portion of such charges within such ninety (90)-day period in accordance with the Lease, pending resolution of such dispute.

23. Same Shopping Center Relocation. Intentionally Deleted.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed as of the date and year first above written.

**WITNESS**

\_\_\_\_\_

**LANDLORD**

**WILLINGBORO TOWN CENTER NORTH MANAGER, LLC**  
a New Jersey limited liability company

By \_\_\_\_\_  
Thomas Juliano

Title \_\_\_\_\_

FEIN # \_\_\_\_\_

Date \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**TENANT**

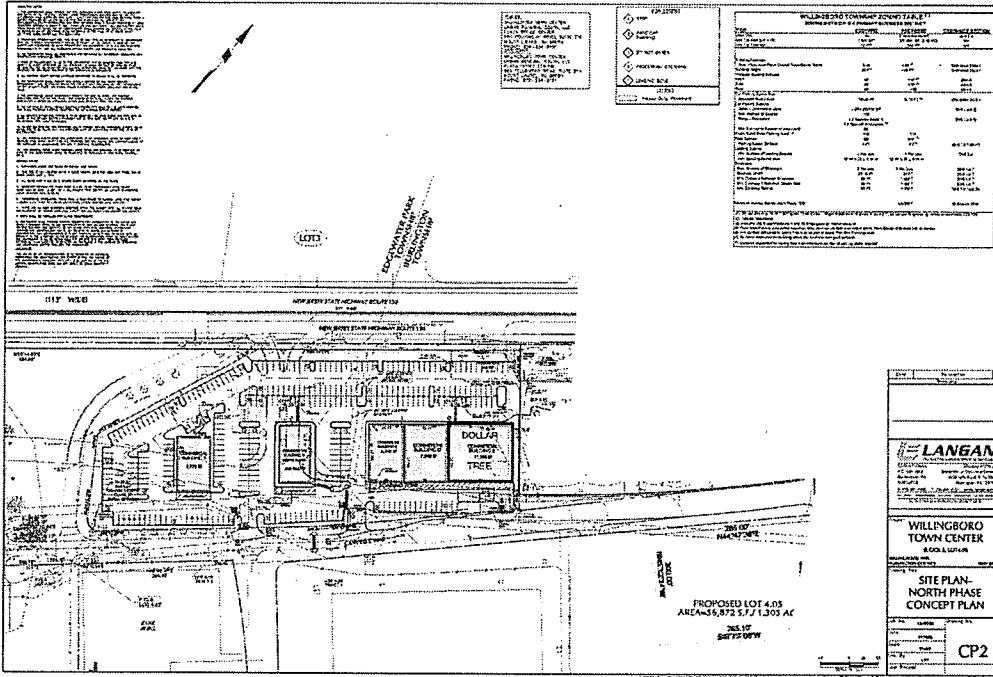
**DOLLAR TREE STORES, INC.,**  
a Virginia corporation

By \_\_\_\_\_  
Robert G. Gurnee, Vice President  
Real Estate Department

FEIN # 54-1387365

Date \_\_\_\_\_

EXHIBIT A  
 SITE PLAN





## EXHIBIT B

### LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Willingboro, County of Burlington, State of New Jersey, and being more particularly described as follows:

BEGINNING at the intersection of the southerly side of New Jersey State Highway Route 130 (115.00 feet wide), the westerly line of Block 3, Lot 4.02 and the easterly line of Block 3, proposed Lot 4.06; said point being marked by a concrete monument; thence

- (1) Along the dividing line between Block 3, Lot 4.02 and Block 3, proposed Lot 4.06, South 39 degrees 45 minutes 57 seconds East, a distance of 270.93 feet; thence
- (2) South 44 degrees 47 minutes 36 seconds West, a distance of 328.00 feet; thence
- (3) South 48 degrees 42 minutes 20 seconds West, a distance of 397.91 feet; thence
- (4) Southwesterly, westerly and northwesterly along a curve to the right, having an arc distance of 34.24 feet, a radius of 20.00 feet and a central angle of 98 degrees 06 minutes 08 seconds and being subtended by a chord which bears North 82 degrees 14 minutes 36 seconds West, 30.21 feet; thence
- (5) North 33 degrees 11 minutes 32 seconds West, a distance of 144.48 feet; thence
- (6) North 22 degrees 14 minutes 03 seconds East, a distance of 312.38 feet to the southerly sideline of New Jersey State Highway Route 130 (115.00 feet wide); thence
- (7) Along said highway, North 50 degrees 14 minutes 03 seconds East, a distance of 406.36 feet; thence
- (8) Still along said highway, North 50 degrees 00 minutes 33 seconds East, a distance of 46.00 feet to the point and place of BEGINNING.

The above description was prepared in accordance with a plan prepared by Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, Job #15491, dated September 1, 2000 and last revised on September 28, 2000 as drawing #05.05.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 4.06 in Block 3 on the Township of Willingboro Tax Map.

EXHIBIT C

LANDLORD'S WORK and TENANT'S WORK

Exhibit "C"  
Construction Criteria  
"Tenant's in-line Shell" (New or Existing Construction)

Willingboro Town Center  
Shopping Center Name

Deal #

**GENERAL CONDITIONS:**

- A) Landlord is responsible to provide Dollar Tree Stores, Inc., hereinafter "Tenant" with one (1) full size engineered site plan (updated) in CADD format, showing all improvements, property lines, site set backs, easements, drive aisles, parking spaces with handicap spaces marked, striped handicap paths, curbing and curb cuts. Site plan shall be provided with a WB-67 truck template showing how Tenant's freight truck will maneuver throughout site, to Tenant's delivery area, and back off of the site without obstacles that will disrupt delivery or parking. If Landlord cannot provide said site plan, Landlord will reimburse Tenant 100% of the costs associated with the development of said plan. **Paper copy acceptable for existing centers only.**
- B) Landlord shall provide Tenant with an architectural floor plan, all exterior elevations, wall sections, roof plan, mechanical and electrical drawings in CADD format for the Premises, for Tenant's use in completing their construction documents. If Landlord can not provide, Landlord will reimburse Tenant 100% of the costs associated with the development of said plans.
- C) Landlord is responsible, as part of the Landlord's work provided herein, for any code required upgrades to the Premises not specific to Tenant's retail use of the Premises. Such items shall include but not be limited to Fire Suppression System, Fire Monitoring System, all State Codes, all Local Codes, Health Department Rules and Regulations, ADA Law, Handicap Code, Energy Compliance, EPA Rules and Regulations, and any Structural or Site modifications required for code compliance.
- D) Landlord shall remove previous tenant's signs and/or reimburse Tenant for the cost of said removal. Sign band is to be in new or like new condition and Landlord, at Landlord's expense, will complete all patching and painting. *N/A*
- E) All construction, all materials, all installation, all fixtures, and quantities shall meet ADA Law, Handicap Code, Energy Compliance, EPA Rules and Regulations, OSHA Rules and Regulations, Health Department Rules and Regulations, State Codes, Local Codes, and National Codes currently in effect pertaining to Tenant's specific retail use.
- F) Tenant will provide construction documents for Tenant's scope of work to the Landlord for approval. Approval and/or comments must be received in writing by Tenant from Landlord within fifteen (15) days from the date Landlord receives Tenant's construction documents. If approval or comments are not received from Landlord within the above time frame, Tenant will proceed with construction as indicated on the final plans provided to Landlord. Tenant will provide Landlord a preliminary drawing showing the Landlord's scope of work, if any, i.e. how the space should be provided to Tenant as per the Lease Criteria. **Tenant will not provide Landlord drawings to permit or build from. Landlord shall hire an Architect and Engineer to complete drawings for Landlord's scope of work.**
- G) Prior to the Turnover Date, the Landlord shall provide all necessary pipes, mains, conduits, wire and cables to the Premises and services for domestic water, natural gas, electricity, telephone which shall be separately metered. Landlord will provide telephone

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Exhibit "C"  
Construction Criteria  
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Shopping Center Name

Deal #

lines to the Premises and to the D-mark. Effective as of the Turnover Date all plumbing, electrical, natural gas, and telephone shall be in good working order.

- H) Should it become necessary for Landlord and Tenant to work side-by-side in the Demised Premises prior to the Delivery Date, a separate agreement will be drafted by Tenant outlining the terms and conditions of such arrangement.
- I) Landlord may purchase lighting and HVAC units through Tenant's national account vendor. Such contract will be between Landlord and Tenant's national account, and Tenant has no liability for said contract. If so desired, please contact the Tenant's Construction Department for contact names and phone numbers.
- J) Landlord shall provide Tenant with a Phase I environmental report (and Phase II if applicable) for the Premises. Landlord shall remove any and all Hazardous Materials to include but not limited to asbestos, lead, and mold within the Premises.
- K) Building shell and component construction shall meet the Energy Conservation Code for an energy efficient building envelope for a conditioned mercantile space. Landlord shall provide drawings (by a registered professional for that jurisdiction) that sufficiently indicates the pertinent data of the U-factors of the envelope systems, U-factors of fenestration products, R-values of the insulating materials, size and type of equipment and their controls and other pertinent data to indicate compliance with the requirements of this code and relevant laws, ordinances, and rules and regulations. Roof, floor, wall cavity, and duct distribution systems insulation shall be installed in a manner that permits inspection of the manufacturer's R-value identification mark.

**SITE SPECIFIC:**

The following are specific details for Tenant's Shell requirements. Any deviation to the criteria below must be negotiated prior to Lease execution. The floor plans and elevation drawings attached are provided for examples only, not for construction. Construction based on Tenant-provided example drawings could result in additional expense to Landlord for items placed in the wrong locations. Tenant's final plans will reflect exact locations, quantities and materials to be used. Landlord shall contact Tenant for site specific drawings prior to starting any and all construction if Landlord has not already received them.

- 1) Walls: **Demising Walls:** Defined as any wall that separates Tenant from all adjacent tenants, exterior of building (parking lot area, sidewalks, loading area, etc), common corridors (freight, egress, etc), Shopping Center canopy and/or sign facade area, etc.

**Interior Demising Walls:** Landlord shall construct fire rated demising wall(s) to separate Tenant from adjacent Tenant's as per code and as defined above. Demising wall shall have GWB on each side to roof deck and shall be finished and ready for Tenant's finishes from finished floor to six inches (6") above finished ceiling. See below for Tenant approved wall construction methods.

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Exhibit "C"  
Construction Criteria  
"Tenant's in-line Shell" (New or Existing Construction)

Shopping Center Name

Deal #

**Rear Demising Wall:** Landlord shall construct rear demising wall to include freight and egress doors per section 7, for rear access as indicated on Tenant plans.

**Tenant Approved Construction Methods**  
(Demising and Rear Demising Wall)

**Metal or Wood (where approved by code) Studs-** with fire rated GWB (gypsum wall board) each side to roof deck.

**CMU (concrete masonry unit) or Tilt-Up Concrete-** walls shall be furred with metal or wood (where approved by code) furring and GWB to roof deck on Tenant side only. All sales area perimeter walls shall be furred with GWB, finished and ready for Tenant's finishes. All furring to be ran vertically to accommodate Tenant's fixture installation, not horizontally. Exposed CMU walls are allowed in Tenant's stock room area only.

**2) Floors:**

**Entire Space:** A level and smooth concrete slab exposed throughout Premises, free of leveling products (unless existing construction), with not more than one-eighth inch (1/8") variation in ten feet (10'-0"). All required expansion and control joints properly installed and ready to accept Tenant's floor finishes. On-grade floors shall have functioning vapor barrier installed beneath the slab. Landlord shall leave a sixteen foot by sixteen foot (16'-0"x16'-0") leave-out in the rear of the space for utility stub-up and toilet plumbing installation located as per Tenant's final plans.

**3) Roof Structure:**

Landlord shall provide complete structurally sound and leak free roof system for building with structural support adequate to accommodate HVAC roof top package units. HVAC units shall be positioned randomly as required to utilize concentric air supply and return design, not in a single straight line. Overall building height shall be adequate to accommodate Tenant's ductwork (when concentric distribution is not possible), while maintaining a minimum interior ceiling height of twelve feet (12'-0") AFF. Tenant requires a minimum of two foot (2'-0") clearance between Tenant's finish ceiling and any obstruction above ceiling (ex: bar joist, steel beam, sprinkler piping, etc) for Tenant's ductwork. Tenant requires a minimum "R" factor of thirty (30) for the roof insulation or as required to meet local code requirements for a mercantile building.

**4) HVAC:**

Tenant requires that the Landlord provide and install in accordance with the manufacturer's recommendations all HVAC equipment as shown on Tenant's mechanical engineered design documents. Tenant's basic

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Deal #

design is based on approximately one (1) ton cooling for every three hundred and fifty (350) square feet. Tenant's design document and equipment requirements supersede the aforementioned approximate design parameters. Natural gas or Propane is the required sources for heating. Prior to installation, electric heat units and heat pumps must be approved by Tenant. Carrier is Tenant's preferred manufacturer for HVAC equipment. Each HVAC unit shall be provided with the following accessories: roof curb, duct-type smoke detector(s) in main trunks as required by code, full sized main supply and return air duct drops to bottom cord of roof joists, differential enthalpy economizer controls, gravity back-draft dampers, a separately powered convenience outlet, disconnect switch and louvered coil guards. Landlord is required to install the HVAC units, roof curbs, duct type smoke detector(s) and duct drops. Tenant is responsible for electrical and gas hookups and all air distribution within the space. When required by local codes, Landlord shall provide Tenant with building envelope energy code calculations.

**5) Utilities:**

**Sanitary Waste:** Landlord shall provide and install underground a four inch (4") minimum sanitary waste line to the utilities "leave-out" area mentioned in Section 2 of this Exhibit. Landlord shall cap the sanitary waste piping at the future connection point and provide a pipe extension up to five inches (5") above finished floor level.

**Domestic Water:** Landlord shall provide a separately metered and capped one-inch (1") cold water line with shut-off valve, back flow preventer, or other required devices at or near the utilities "leave-out" area mentioned in Section 2 of this Exhibit. Domestic water service shall be provided complete from the local utility, including meter at the Landlord's meter bank, ready for transfer to Tenant. Locations where Landlord does not have a designated location for water meters, Landlord shall locate Tenant's water meter above the "leave-out" area.

**Gas Service:** Landlord shall provide a separately metered gas service pipe stubbed up from the ground at the rear wall of the Premises. Landlord shall label the gas service piping with the appropriate gas pressure provided by the utility company. The gas service piping shall be sized per the Tenant's design on final drawings.

**Electrical Service:** Landlord shall provide a separately metered electrical service with meter base, CT cabinet, and fused service disconnect (with over current protection) on the exterior of the rear wall of the Premises. Service shall include empty conduit(s) with pull string from the disconnecting means to the location of the future panels in Tenant's space. Location for the disconnecting means and the future panels shall be approved by Tenant and reflected on Tenant's final plans. Below are the electrical service requirements for 208Y120V (3 phase, 4 wire) and 480Y277V (3 phase, 4 wire) service configurations. If

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the site has a different service voltage configuration, please contact Tenant for appropriate service size.

**0 square feet up to 5,999 square feet-**

208Y120V, 200 Amps OR 480Y277V, 100 Amps

**6,000 square feet up to 14,999 square feet-**

208Y120V, 600 Amps OR 480Y277V, 300 Amps

**15,000 square feet up to 18,000 square feet -**

208Y120V, 800 Amps OR 480Y277V, 400 Amps

**Landlord shall contact Tenant for electrical service requirements for spaces larger than indicated above prior to electrical installation.**

**6) Fire Suppression:**

Landlord shall provide capped sprinkler riser to Tenant's approved stub-out location. Landlord shall provide all controls, monitoring, and valves upstream of the Tenant stub-out. Landlord shall provide back flow preventer. Sprinkler system design criteria shall be per the NFPA 13, Ordinary Hazard, Group Two (2) requirements to accommodate Tenant's mercantile business.

**7) Doors:**

**Freight Delivery Door:** Landlord shall install one (1) pair of three foot by seven foot (pair 3'-0"x7'-0") hollow metal doors and frame in accordance with Tenant's final plans. Door hardware shall include three (3) pair hinges (4-1/2" heavy weight, non-removable), door sweep (both doors), rain drip (above door), one-half inch (1/2" high) maximum aluminum threshold, closer (s), weather stripping, and locking device to secure space until Landlord turns Premises over to Tenant. See attached floor plan and door schedule for examples.

**Exterior Egress Door:** Landlord shall install one (1) three foot by seven foot (3'-0"x7'-0") hollow metal door and frame in accordance with Tenant's final plans. Door hardware shall include one and one-half (1-1/2) pair hinges (standard weight, non-removable pins), door sweep, flush bolts (both doors), overhead holder/stops (both doors), rain drip (above door), closer, one-half inch (1/2" high) maximum aluminum threshold, weather stripping, and locking device to secure space until Landlord turns Premises over to Tenant. See attached floor plan and door schedule for examples.

**8) Storefront, Doors, and Windows:**

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**Inline Strip Center:** Landlord shall install glass and aluminum storefront at least ten feet (10'-0") tall with a pair of three foot by seven foot (3'-0"x7'-0") doors located in accordance with Tenant's final plans. Storefront aluminum shall be either dark bronze or clear anodized aluminum material. Storefront glazing (glass) shall be a minimum one inch (1") clear insulated low "E" glazing throughout entire storefront area, including storefront doors. Tenant requires full height glass on seventy five percent (75%) of the width of the Premises. Tenant will accept knee walls no higher than four feet (4'-0") AFF where site restrictions exist only. Please refer to attached elevations for examples.

**Enclosed Mall:** Landlord shall in Vision Guard M9 roll-up gate by Metro Door or equal. All gates in excess of fifteen feet (15'-0") wide must have motorized controls to raise and lower the gate.

**9) Exterior Loading Platforms and Landings:**

Tenant does not require a loading dock for all stores. Tenant will require a loading platform and/or landing where existing site conditions warrant the need for one due to a difference in exterior grade and interior finish floor height. Landlord will be responsible to install per Tenant's schematic design. See below for Tenant's requirements of a loading platform and/or landing.

**If the difference from exterior grade to interior finish floor is:**

**Freight Door Location:**

**Six Inches (6") or less:** Landlord shall install concrete exterior landing, ramp, and railing at exterior freight door if a difference in grade and finish floor height exists.

**Over six inches (6"):** Landlord shall install exterior loading platform, ramp, swing gate, and railing at exterior freight door if a difference in grade and finish floor height exists. Platform design must be approved by Tenant prior to construction. Stairs off platform are acceptable by Tenant when platform is large enough for an "area of refuge" and where code allows.

**Egress Door Location(s):**

Landlord shall install exterior landing, ramp, and associated railing as required by code at each required egress door that has a difference in grade and interior floor height. Stairs off landing are acceptable by Tenant when landing is large enough for an "area of refuge" and where code allows.

**Note: Loading platforms and landings can be constructed of either concrete or metal, must be sealed and/or primed and painted to**

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Draft #5, 8/1/2007  
Willingboro Town Center  
Willingboro, NJ

Exhibit "C"  
Construction Criteria  
"Tenant's in-line Shell" (New or Existing Construction)

Shopping Center Name \_\_\_\_\_

Deal # \_\_\_\_\_

protect from exterior elements. Landlord shall install bollards as required to protect platform, landing, stair, and ramp as necessary.

10) Miscellaneous Items:

Landlord shall construct all necessary walls to separate Tenant from other adjacent tenants' electrical and mechanical equipment and sprinkler risers. Tenant does not allow adjacent tenants' mechanical and electrical to fall within Tenant's Premises. Landlord will also be responsible to install all associated doors to accommodate such rooms.

11) Storefront/Sign Facade:

**Tenant's Prototype:** Landlord shall provide Tenant's prototypical storefront/sign façade (see attached). Landlord shall provide all materials, all construction, and all drawings necessary to build Tenant's prototypical storefront/ sign façade. Landlord shall install plywood for support of Tenant's future signage in area indicated on Tenant's final signage plan. Landlord shall provide a two foot by two foot (2'-0"x2'-0") access panel in canopy for access to Tenant's signage.

OR

**Landlord's Design:** Landlord shall provide Tenant's with an Anchor-like storefront/sign façade. Façade design must be mutually agreed upon by Landlord and Tenant prior to construction. Landlord shall provide all materials, all construction, and all drawings necessary to build Tenant's storefront/ sign façade. Landlord shall install plywood for support of Tenant's future signage in area indicated on Tenant's final signage plan. Landlord shall provide a two foot by two foot (2'-0"x2'-0") access panel in canopy for access to Tenant's signage.

12) Demolition:

**Existing Construction Only:** Landlord is to fully demolish the entire space including, but not limited to, the existing ceiling, lights, mezzanines, millwork, previous tenant finishes and fixtures, interior walls, restrooms, load bearing walls, etc. The space shall be in "Broom Clean" condition.

Landlord Accepts Dollar Tree Criteria PLEASE RETURN WITH YOUR SIGNED LEASE PROPOSAL


By: 

Name: Thomas Juliano

Title: Manager

Date: 1-22-07

Revised 8/22/2005

 3/29/07

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EXHIBIT D

TENANT'S SIGN PACKAGE




Exhibit "D"

Revised 10/16/01

Sign Criteria

Shopping Center Name \_\_\_\_\_

Deal # \_\_\_\_\_

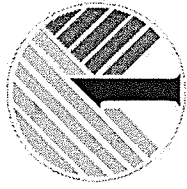
- A. Dollar Tree's primary means of advertising is our National Sign Package. Attached are examples of acceptable sign packages for our stores, to include our Storefront Decal Program.
- B. Dollar Tree holds federal registered trademarks on our name, Logo,  and our tagline of **Everything's \$1.00**, as well as the color of *Cyzo Green*. In order to maintain national consistency these trademarks must be used. It is illegal for any municipality to require any modification to any registered trademark. Please see our SEC filings for specific language regarding our trademarked items and refer to the Lanham Act for specific language regarding trademark protection.
- C. The actual size, color and configuration will be determined by local code and the physical dimensions of the sign band only.
- D. Dollar Tree will field survey each location, and determine based on the above criteria the exact sign package for the store. A color rendering will be attached to the Lease as Exhibit D. Landlord is responsible for removing previous tenants signs or reimburse Dollar Tree for the cost of said removal. Sign band is to be in new or like new condition. Landlord, at Landlord's expense will complete all patching and painting.
- E. Prior to installation, a Dollar Tree approved sign vendor will forward shop drawings to the Landlord, or Landlord's representative, for final approval of method of installation.
- F. Dollar Tree will take advantage of space available on pylons/monuments, undercanopy and side or rear building signs. These will conform to the above criteria and be addressed on a case-by-case basis. See attached for examples.

Landlord Accepts Dollar Tree Criteria      **PLEASE RETURN WITH YOUR SIGNED LEASE PROPOSAL**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# DOLLAR TREE

Everything's \$1.00

SIGN LAYOUT

Mounting

DOLLAR TREE

DOLLAR TREE  
Everything's \$1.00

DOLLAR TREE

Everything's \$1.00 DOLLAR TREE Everything's \$1.00

DOLLAR TREE

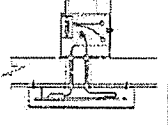
Everything's \$1.00 DOLLAR TREE Everything's \$1.00

DOLLAR TREE

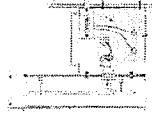
**COLORS**

Letters  
Faces - 5121-0 Cyro Green  
Cans - Duranodic Bronze/White  
Trim - Duranodic Bronze/White

Logo  
Faces - Lt Green, Dk Green, Black  
Cans - Duranodic Bronze/White  
Trim - Duranodic Bronze/White



FLUSH



RACEWAY

DOLLAR TREE

500 Volvo Parkway, Chesapeake, VA 23320

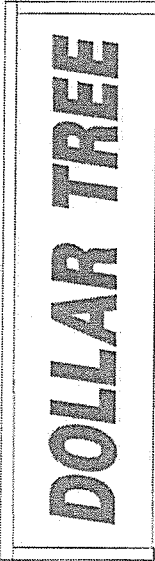
Store #

Location

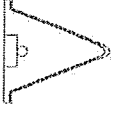
Detail #

D  
W  
Willingboro, NJ

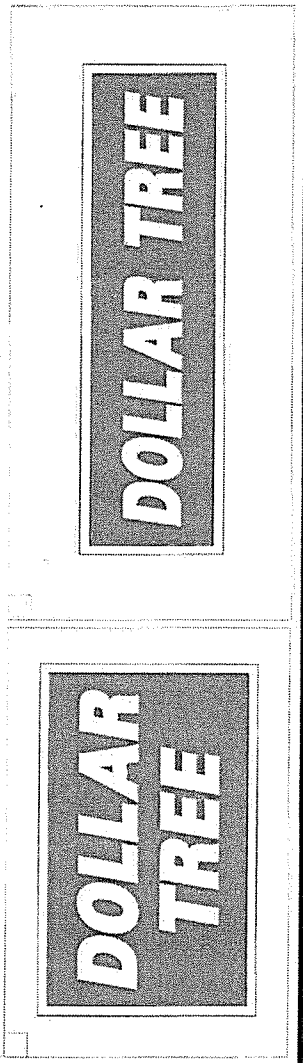
**UNDERCANOPY FACE LAYOUT**



End View



**PYLON FACE LAYOUT**



Part-formed acrylic face with first surface vinyl graphics

PAN FORMED

Flat acrylic face with first surface vinyl graphics

FLAT

**Colors**

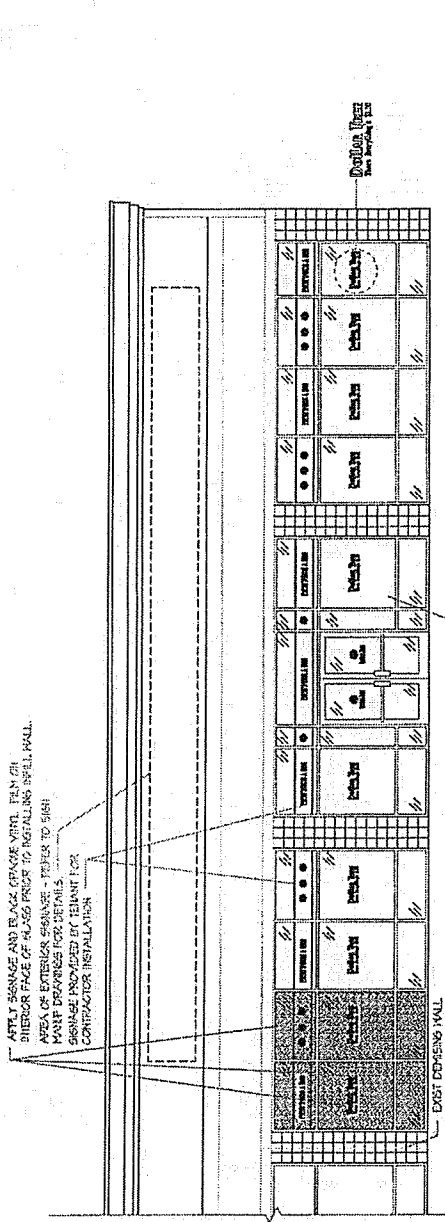
Undercanopy Faces  
Background - White  
Dollar Tree copy - Kelly Green

Pylon Faces  
Background - 3m Vivid Green  
Dollar Tree copy - White

**DOLLAR TREE**  
500 Valvo Parkway, Chesapeake, VA 23320

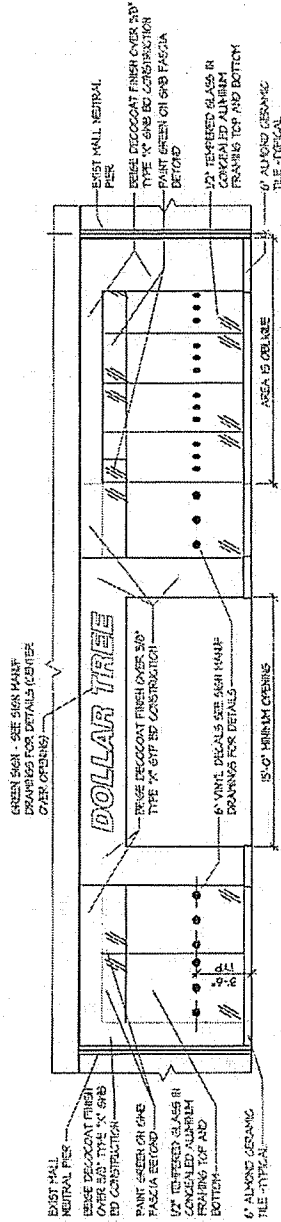
Store #  
Location

Deal #



TYPICAL STRIP CENTER ELEVATION

SCALE: 1/8" = 1'-0"



TYPICAL MALL ELEVATION

SCALE: 1/8" = 1'-0"

**THIS SIGN PACKAGE REPRESENTS  
DOLLAR TREE'S REGISTERED,  
TRADEMARKED  
SIGN LETTERING AND COLORING**

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

**United States Patent and Trademark Office**

Reg. No. 2,195,920

Registered Oct. 13, 1998

**SERVICE MARK  
PRINCIPAL REGISTER**

**DOLLAR TREE**

DOLLAR TREE STORES, INC. (VIRGINIA  
CORPORATION)  
2355 ELLSMERE AVENUE  
NORFOLK, VA 23513

FOR: RETAIL VARIETY STORE SERVICES,  
IN CLASS 35 (U.S. CLS. 100, 101 AND 102).  
FIRST USE 11-0-1991; IN COMMERCE  
11-0-1991.  
OWNER OF U.S. REG. NOS. 1,654,110,  
1,760,481, AND 1,760,482.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "DOLLAR", APART FROM  
THE MARK AS SHOWN.

THE DRAWING IS LINED FOR THE COLOR  
GREEN.

SER. NO. 75-375,010, FILED 10-17-1997.

HAE PARK, EXAMINING ATTORNEY

**EXHIBIT E**

**EXCLUSIVES and RESTRICTIONS**

Landlord warrants that as of this date hereof there are no recorded or unrecorded restrictions or other tenant exclusives which would prohibit Tenant's use of the Premises as stated in section A.2 of this Lease.

Exhibit "B"



Exhibit B

Willingboro Town Center North Manager, LLC  
 Certified Rent Roll  
 9/6/2007

Tenant	Net Rentable Area	Lease Start Date	Lease End Date	Annual Base Rent	Annual Per Square Foot Rent	Reimbursements			Renewal Options
						Taxes	Insurance	Operating Expenses	
Dollar Tree	11,500	12/1/2007	11/31/2017	149,500.00	13.00	Pro Rata	Pro Rata	Pro Rata	2-5yr
Sleepy's	7,500	11/1/2007	10/31/2012	127,500.00	17.00	Pro Rata	Pro Rata	Pro Rata	1-5yr
Carpet Dimensions	4,200	12/1/2007	11/31/2017	75,600.00	18.00	Pro Rata	Pro Rata	Pro Rata	0
		12/1/07 - 11/31/09	\$75,528.00/Annual or \$17.98 PSF						
		12/1/09 - 11/30/10	\$79,724.00/Annual or \$18.98 PSF						
		12/1/10 - 11/30/11	\$82,241.60/Annual or \$19.58 PSF						
		12/1/11 - 11/30/12	\$84,843.12/Annual or \$20.20 PSF						
		12/1/12 - 11/30/13	\$87,528.56/Annual or \$20.84 PSF						
		12/1/13 - 11/30/14	\$90,297.92/Annual or \$21.50 PSF						
		12/1/14 - 11/30/15	\$93,151.20/Annual or \$22.18 PSF						
		12/1/15 - 11/30/16	\$96,088.40/Annual or \$22.88 PSF						
		12/1/16 - 11/30/17	\$99,109.52/Annual or \$23.60 PSF						
Vacancy	14,718								
Total	37,918			352,600.00					

CERTIFICATION: I hereby certify that I am an authorized signatory of the borrowing entity, and that as of 9/6/07, the attached report(s) are true, accurate and complete information. All tenants are in occupancy, open for business, and paying rent unless otherwise noted.

BY: Thomas E. Deliano  
 Thomas E. Deliano, Member

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS  
AND SECURITY AGREEMENT**

DATED AS OF SEPTEMBER \_\_\_, 2007

IN THE AMOUNT OF \$6,200,000.00

MADE BY

WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, LLC,  
a New Jersey limited liability company  
and  
WILLINGBORO TOWN CENTER NORTH MANAGER, LLC,  
a New Jersey limited liability company  
each having an office at 560 Fellowship Road, Suite 214  
Mount Laurel, New Jersey 08054  
as Mortgagor

CIBC INC.,  
a Delaware Corporation  
having an office at 200 West Madison Street, Suite 2300  
Chicago, Illinois 60606,  
as Mortgagee

WHEN RECORDED RETURN TO:  
Cassin Cassin & Joseph LLP  
711 Third Avenue, 20<sup>th</sup> Floor  
New York, New York 10017  
Attn: Michael J. Hurley, Jr., Esq.

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**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS  
AND SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "**Mortgage**"), dated as of September \_\_\_, 2007, is made by **WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, LLC**, a New Jersey limited liability company ("WTC"), and **WILLINGBORO TOWN CENTER NORTH MANAGER, LLC**, a New Jersey limited liability company ("**WTC Manager**"; WTC and WTC Manager shall collectively be referred to as "**Mortgagor**"), each having offices at 560 Fellowship Road, Suite 214, Mount Laurel, New Jersey 08054, to **CIBC INC.**, a Delaware Corporation, having offices at 200 West Madison Street, Suite 2610, Chicago, Illinois 60606, its successors and assigns ("**Mortgagee**").

RECITALS:

A. Mortgagor and Mortgagee have entered into that certain Construction Loan Agreement dated as of the date hereof (as the same may be amended and supplemented from time to time, the "Loan Agreement"), whereby Mortgagee has agreed to make a loan (the "**Loan**") available to Mortgagor, in the maximum aggregate amount at any time outstanding not to exceed the sum of **SIX MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,200,000.00)** to finance the construction and leasing costs associated with the development of the Mortgaged Property (as hereinafter defined).

B. To evidence the Loan, Mortgagor has executed and delivered to Mortgagee the Note (as defined in the Loan Agreement), of even date herewith, in the principal sum of **SIX MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,200,000.00)** in and by which Note Mortgagor promises to pay said principal sum, or so much thereof as has been advanced, together with interest at the rate or rates and in installments as provided in the Note.

C. The execution and delivery of this Mortgage by Mortgagor is a condition precedent to the performance by Mortgagee of its respective obligations under the Loan Agreement.

D. Mortgagor has or may in the future enter into one or more Interest Rate Protection Products or Interest Rate Agreements satisfactory to Mortgagee to stabilize or limit costs incurred by Mortgagor in connection with the Loan due to fluctuation in interest rates.

AGREEMENTS

NOW, THEREFORE, THAT FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$10.00), AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, MORTGAGOR HEREBY IRREVOCABLY MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, PLEDGES, SETS OVER AND ASSIGNS, AND GRANTS A SECURITY INTEREST, TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, with power of sale, in all of Mortgagor's estate, right, title and interest in, to and under any and all of the following described property, whether now owned or hereafter acquired (collectively, the "**Mortgaged Property**"):

A. All that certain real property situated in the Town of Willingboro, County of \_\_\_\_\_, State of New Jersey, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Real Estate**"), together with, to the extent assignable, all of the easements,

rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "**Improvements**");

C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Mortgagor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Mortgagor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned by tenants of space in the Improvements or leased by such tenants from bona fide third parties unaffiliated with Mortgagor);

D. To the extent assignable, all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other entitlements or development rights now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate and/or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

F. To the extent assignable, all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate;

G. To the extent assignable, all cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Mortgagee pursuant to this Mortgage or any other of the Loan Documents (as hereinafter defined), including, without limitation, all funds now or hereafter on deposit in the Impound Account (as hereinafter defined) (and the Interest Payment Reserve, T&I Impound Account and all Subaccounts), as such terms are defined in that certain Cash Management Agreement dated on or about the date hereof (the "**Cash Management Agreement**") by and among Mortgagor, [MANAGER] and Mortgagee;

H. To the extent assignable, all leases (including, without limitation, oil, gas and mineral leases), licenses, concessions and occupancy agreements of all or any part of the Real Estate or the Improvements now or hereafter entered into (each, a "**Lease**" and collectively, the "**Leases**") and all rents, royalties, issues, profits, revenue, income and other benefits (collectively, the "**Rents**") of the Real Estate or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of

the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable (each, a "Tenant" and collectively, the "Tenants"), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

I. To the extent assignable, all contracts and agreements now or hereafter entered into covering any part of the Real Estate or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements;

J. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part to of the Real Estate or the Improvements;

K. To the extent assignable, all present and future funds, accounts (including, without limitation, the Impound Account, the Interest Payment Reserve and the Deficiency Account (as defined in the Loan Agreement)), instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Estate or the Improvements, all names by which the Real Estate or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Mortgagor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Real Estate or the Improvements (collectively, the "General Intangibles");

L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Estate or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements;

M. All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements;

N. All right, title and interest of Mortgagor in any insurance policies or binders now or hereafter relating to the Mortgaged Property, including any unearned premiums thereon;

O. To the extent assignable, all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and proceeds of refunds of any taxes or assessments levied against the Mortgaged Property with respect to any period in which this Mortgage encumbers the Mortgaged Property; and

P. All other or greater rights and interests of every nature in the Real Estate or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Mortgagor.

FOR THE PURPOSES OF SECURING:

(1) The debt evidenced by the Note, together with interest as therein provided;

(2) The full and prompt payment and performance of all of the provisions, agreements, covenants and obligations herein contained and contained in the Loan Agreement), and any other agreements, documents or instruments now or hereafter evidencing, guarantying, securing or otherwise relating to the indebtedness evidenced by the Note, including, but not limited to, the Completion Guaranty, of even date herewith, executed by **WILLIAM T. JULIANO** and **THOMAS E. JULIANO** (the "**Guarantor**") in favor of Mortgagee, the Payment Guaranty, of even date herewith, executed by the Guarantor in favor of Mortgagee, the Hazardous Substances Indemnity Agreement (as hereinafter defined), that certain Pledge and Security Agreement, of even date herewith, between Mortgagee and Mortgagor (the "**Pledge Agreement**"), the Indemnity and Guaranty Agreement, of even date herewith, executed by the Guarantor in favor of Mortgagee and the Cash Management Agreement (the Note, this Mortgage, the Loan Agreement, the Completion Guaranty, the Payment Guaranty, the Pledge Agreement, the Hazardous Indemnity Agreement and such other agreements, documents and instruments, together with any and all renewals, amendments, extensions and modifications thereof, are hereinafter collectively referred to as the "**Loan Documents**") and the payment of all other sums therein covenanted to be paid;

(3) Any and all additional advances made by Mortgagee to protect or preserve the Mortgaged Property or the lien or security interest created hereby on the Mortgaged Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Mortgagor's obligations hereunder or under the other Loan Documents or for any other purpose provided herein or in the other Loan Documents (whether or not the original Mortgagor remains the owner of the Mortgaged Property at the time of such advances); and

(4) Any and all other indebtedness now owing or which may hereafter be owing by Mortgagor to Mortgagee, including, without limitation, all prepayment fees permitted under the Loan Documents, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, modifications, consolidations, replacements and extensions thereof.

(All of the sums referred to in Paragraphs (1) through (4) above are herein sometimes referred to as the "**Obligations**").

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns forever, for the purposes and uses herein set forth.

PROVIDED, HOWEVER, that if the principal and interest and all other sums due or to become due under the Note and the other Loan Documents, including, without limitation, any prepayment fees required pursuant to the terms of the Note, shall have been paid at the time and in the manner stipulated therein and all other sums payable hereunder and all other indebtedness secured hereby shall have been paid and all other covenants contained in the Loan Documents shall have been performed, then, in such case, this Mortgage shall be satisfied and the estate, right, title and interest of Mortgagee in the Mortgaged Property shall cease, and upon payment to Mortgagee of all costs and expenses incurred for the preparation of the release hereinafter referenced and all recording costs if allowed by law, Mortgagee shall release this Mortgage and the lien hereof by proper instrument.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:



1. Warranties of Mortgagor. Mortgagor, for itself and its successors and assigns, does hereby represent, warrant and covenant to and with Mortgagee, its successors and assigns, that:

(a) Organization and Existence. WTC is duly organized and validly existing as a limited liability company in good standing under the laws of New Jersey and in all other jurisdictions in which WTC is transacting business. WTC Manager is duly organized and validly existing as a limited liability company in good standing under the laws of New Jersey and in all other jurisdictions in which WTC Manager is transacting business.

(b) Authorization. Mortgagor has the power and authority to execute, deliver and perform the obligations imposed on it under the Loan Documents and to consummate the transactions contemplated by the Loan Documents and has taken all necessary actions in furtherance thereof including, without limitation, that those partners or members of Mortgagor whose approval is required by the terms of Mortgagor's organizational documents have duly approved the transactions contemplated by the Loan Documents and have authorized execution and delivery thereof by the respective signatories. To the best of Mortgagor's knowledge, no other consent by any local, state or federal agency is required in connection with the execution and delivery of the Loan Documents.

(c) Valid Execution and Delivery. All of the Loan Documents requiring execution by Mortgagor have been duly and validly executed and delivered by Mortgagor.

(d) Enforceability. All of the Loan Documents constitute valid, legal and binding obligations of Mortgagor and are fully enforceable against Mortgagor in accordance with their terms, subject only to bankruptcy laws and general principles of equity.

(e) No Defenses. The Note, this Mortgage and the other Loan Documents are not subject to any right of rescission, set-off, counterclaim or defense, nor would the operation of any of the terms of the Note, this Mortgage or any of the other Loan Documents, or the exercise of any right thereunder, render this Mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury.

(f) Defense of Usury. Mortgagor knows of no facts that would support a claim of usury to defeat or avoid its obligation to repay the principal of, interest on, and other sums or amounts due and payable under, the Loan Documents.

(g) No Conflict/Violation of Law. The execution, delivery and performance of the Loan Documents by the Mortgagor will not cause or constitute a default under or conflict with the organizational documents of Mortgagor, any indemnitor or any general partner or managing member of Mortgagor or any indemnitor. The execution, delivery and performance of the obligations imposed on Mortgagor under the Loan Documents will not cause Mortgagor to be in default, including after due notice or lapse of time or both, under the provisions of any agreement, judgment or order to which Mortgagor is a party or by which Mortgagor is bound.

(h) Compliance with Applicable Laws and Regulations. To the best of Mortgagor's knowledge, after due inquiry and investigation, all of the Improvements and the use of the Mortgaged Property by the Mortgagor comply with, and shall remain in material compliance with, all applicable statutes, rules, regulations and private covenants now or hereafter relating to and applicable to the ownership, construction, use or operation of the Mortgaged Property, including all applicable statutes, rules and regulations pertaining to requirements for equal opportunity, anti-discrimination, fair housing, environmental protection, zoning and land use. The Improvements comply with, and shall remain in compliance with, applicable health, fire and building codes. There is no evidence of any

illegal activities relating to controlled substances on the Mortgaged Property. All certifications, permits, licenses and approvals, including, without limitation, certificates of completion and occupancy permits required for the legal use, occupancy and operation of the Mortgaged Property for the use currently being made thereof have been obtained and are in full force and effect. All of the Improvements comply with all material requirements of any applicable zoning and subdivision laws and ordinances.

(i) Consents Obtained. Other than consents for the Construction Work (as defined in the Loan Agreement), all consents, approvals, authorizations, orders or filings with any court or governmental agency or body, if any, required for the execution, delivery and performance of the Loan Documents by Mortgagor have been obtained or made.

(j) No Litigation. There are no pending actions, suits or proceedings, arbitrations or governmental investigations against the Mortgaged Property, Mortgagor or any guarantor of Mortgagor (i) except as previously fully disclosed in writing by Mortgagor to Mortgagee on a certification delivered by Mortgagor to Mortgagee on the date hereof, and (ii) Lender an adverse outcome of which would affect in any respect the value of the Mortgaged Property or the Mortgagor's performance under the Note, the Mortgage or the other Loan Documents or any guarantor's performance under the Loan Documents to which such guarantor is a party.

(k) Title. The Mortgagor has good and marketable fee simple title to the Mortgaged Property, subject only to those matters expressly listed as exceptions to title or subordinate matters in the title insurance policy accepted by Mortgagee in connection with this Mortgage, excepting therefrom all preprinted and/or standard exceptions (the "**Permitted Exceptions**"). The possession of the Mortgaged Property has been peaceful and undisturbed and title thereto has not been disputed or questioned to the best of Mortgagor's knowledge. Further, Mortgagor and has full power and lawful authority to grant, bargain, sell, convey, assign, transfer and mortgage its interest in the Mortgaged Property in the manner and form hereby done or intended. Mortgagor will preserve its interest in and title to the Mortgaged Property and will forever warrant and defend the same to Mortgagee against any and all claims whatsoever and will forever warrant and defend the validity and priority of the lien and security interest created herein against the claims of all persons and parties whomsoever, subject to the Permitted Exceptions. The foregoing warranty of title shall survive the foreclosure of this Mortgage and shall inure to the benefit of and be enforceable by Mortgagee in the event Mortgagee acquires title to the Mortgaged Property pursuant to any foreclosure.

(l) Permitted Exceptions. The Permitted Exceptions do not and will not materially and adversely affect (1) the ability of the Mortgagor to pay in full the principal and interest on the Note in a timely manner or (2) the use of the Mortgaged Property for the use currently being made thereof, the operation of the Mortgaged Property as currently being operated or the value of the Mortgaged Property.

(m) First Lien. Upon the execution by the Mortgagor and the recording of this Mortgage, and upon the execution and filing of UCC-1 financing statements or amendments thereto, the Mortgagee will have a valid first lien on the Mortgaged Property and a valid security interest in all personal property encumbered hereby, subject to no liens, charges or encumbrances other than the Permitted Exceptions.

(n) ERISA. The Mortgagor has made and shall continue to make all required contributions to all employee benefit plans, if any, and the Mortgagor has no knowledge of any material liability which has been incurred by the Mortgagor which remains unsatisfied for any taxes or penalties with respect to any employee benefit plan or any multi-employer plan, and each such plan has

been administered in compliance with its terms and the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and any other federal or state law.

(o) Contingent Liabilities. The Mortgagor has no known material contingent liabilities.

(p) No Other Obligations. The Mortgagor has no material financial obligation under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Mortgagor is a party or by which the Mortgagor or the Mortgaged Property is otherwise bound, other than obligations incurred in the ordinary course of the operation of the Mortgaged Property and other than obligations under this Mortgage, the Note and the other Loan Documents.

(q) No Fraudulent Conveyance. The Mortgagor (1) has not entered into the Loan or any Loan Document with the actual intent to hinder, delay, or defraud any creditor and (2) received reasonably equivalent value in exchange for its obligations under the Loan Documents. Giving effect to the Loans contemplated by the Loan Documents, the fair saleable value of the Mortgagor's assets exceed and will, immediately following the execution and delivery of the Loan Documents, exceed the Mortgagor's total liabilities, including, without limitation, subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Mortgagor's assets is and will, immediately following the execution and delivery of the Loan Documents, be greater than the Mortgagor's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Mortgagor's assets do not and, immediately following the execution and delivery of the Loan Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Mortgagor does not intend to, and does not believe that it will, incur debts and liabilities (including, without limitation, contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Mortgagor).

(r) Investment Company Act. The Mortgagor is not (1) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (2) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (3) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

(s) Access/Utilities. The Mortgaged Property has adequate rights of access to public ways and is served by adequate water, sewer, sanitary sewer and storm drain facilities. All public utilities necessary to the continued use and enjoyment of the Mortgaged Property as presently used and enjoyed are located in the public right-of-way abutting the Mortgaged Property, and all such utilities are connected so as to serve the Mortgaged Property without passing over other property. All roads, and access to such roads, necessary for the full utilization of the Mortgaged Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities or are the subject of access easements for the benefit of the Mortgaged Property without any further condition or cost to Mortgagor or Tenant.

(t) Taxes Paid. Mortgagor has filed all federal, state, county and municipal tax returns required to have been filed by Mortgagor or has caused Tenant to file such tax returns, and has paid, or has caused Tenant to pay, all taxes which have become due pursuant to such returns or to any notice of assessment received by Mortgagor, and Mortgagor has no knowledge of any basis for additional assessment with respect to such taxes. Further, the Mortgaged Property is free from delinquent water charges, sewer rents, taxes and assessments.

(u) Single Tax Lot. The Real Estate consists of a single lot or multiple tax lots; no portion of said tax lot(s) covers property other than the Real Estate or a portion of the Real Estate and no portion of the Real Estate lies in any other tax lot.

(v) Special Assessments. Except as disclosed in the title insurance policy, there are no pending or, to the knowledge of the Mortgagor, proposed special or other assessments for public improvements or otherwise affecting the Mortgaged Property, nor, to the knowledge of the Mortgagor, are there any contemplated improvements to the Mortgaged Property that may result in such special or other assessments other than the Construction Work contemplated in the Loan Agreement.

(w) Flood Zone. Except as shown on the survey delivered to Lender by Borrower, the Mortgaged Property is not located in a flood hazard area as defined by the Federal Insurance Administration.

(x) Seismic Exposure. The Real Estate are not located in Zone 3 or Zone 4 of the "Seismic Zone Map of the U.S."

(y) Misstatements of Fact. No certification, representation or statement of fact made in the Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to the Mortgagor which has not been disclosed which adversely affects, nor as far as the Mortgagor can foresee, might adversely affect the business, operations or condition (financial or otherwise) of the representing party. Further, and in clarification of the foregoing, all reports, certificates, affidavits, statements and other data furnished by or on behalf of Mortgagor to Mortgagee, or their respective agents, in connection with the Loan are true and correct in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein misleading.

(z) Condition of Improvements. The Mortgaged Property has not been damaged by fire, water, wind or other cause of loss or any previous damage to the Mortgaged Property has been fully restored. The Improvements are structurally sound, in good repair and free of defects in materials and workmanship and have been constructed and installed in substantial compliance with the plans and specifications relating thereto. All major building systems located within the Improvements, including, without limitation, the heating and air conditioning systems and the electrical and plumbing systems, are in good working order and condition.

(aa) No Insolvency or Judgment. Neither Mortgagor, any general partner or member of Mortgagor, any guarantor of the Loan is currently (a) the subject of or a party to any completed or pending bankruptcy, reorganization or insolvency proceeding; or (b) the subject of any judgment unsatisfied of record or docketed in any court of the state in which the Mortgaged Property is located or in any other court located in the United States. The proposed Loan will not render the Mortgagor nor any general partner or member of Mortgagor insolvent. As used in this Certificate, the term "insolvent" means that the sum total of all of an entity's liabilities (whether secured or unsecured, contingent or fixed, or liquidated or unliquidated) is in excess of the value of all such entity's non-exempt assets, i.e., all of the assets of the entity that are available to satisfy claims of creditors.

(bb) No Condemnation. No part of any property subject to the Mortgage has been taken in condemnation or other like proceeding to an extent which would impair the value of the Mortgaged Property, the Mortgage or the Loan or the usefulness of such property for the purposes contemplated by the loan application relating to the Loan (the "**Loan Application**"), nor is any proceeding pending, threatened or known to be contemplated for the partial or total condemnation or taking of the Mortgaged Property.

(cc) No Labor or Materialmen Claims. All parties furnishing labor and materials have been paid in full and, except for such liens or claims insured against by the policy of title insurance to be issued in connection with the Loan, there are no mechanics', laborers' or materialmen's liens or claims outstanding for work, labor or materials affecting the Mortgaged Property, whether prior to, equal with or subordinate to the lien of the Mortgage.

(dd) No Purchase Options. No Tenant, person, party, firm, corporation or other entity has an option to purchase the Mortgaged Property, any portion thereof or any interest therein.

(ee) Leases. The Mortgaged Property is not subject to any leases, subleases, licenses, concessions or other agreements related to the leasing or renting of the Mortgaged Property or any portion thereof, except as set forth on the Rent Roll (as defined herein. No person has any possessory interest in the Mortgaged Property or right to occupy the same, except pursuant to the Leases. As of the date hereof, (i) the Mortgagor is the owner and holder of the landlord's interest under the Leases; (ii) there are no prior assignments of all or any portion of the Leases or any portion of the Rents and Profits which are presently outstanding and have priority over the assignment of leases and rents contained herein in section 1.9 given by Mortgagor to Mortgagee; and (iii) there are no offsets or defenses to the payment of any portion of the Rents. The representations set forth in this Paragraph (ee) are in addition to those set forth in Section 1.12 of this Mortgage.

(ff) Appraisal. All requirements and conditions of the appraisal of the Mortgaged Property submitted to Mortgagee as part of the Loan Application, upon which the value of the Mortgaged Property was conditioned, have been fully satisfied.

(gg) Boundary Lines. All of the Improvements which were included in determining the appraised value of the Mortgaged Property lie wholly within the boundaries and building restriction lines of the Mortgaged Property, and no improvements on adjoining properties encroach upon the Mortgaged Property, and no easements or other encumbrances upon the Real Estate encroach upon any of the Improvements, so as to affect the value or marketability of the Mortgaged Property except those which are insured against by title insurance.

(hh) Survey. The survey of the Mortgaged Property delivered to Mortgagee in connection with this Mortgage, has been performed by a duly licensed surveyor or registered professional engineer in the jurisdiction in which the Mortgaged Property is situated, is certified to the Mortgagee, its successors and assigns, and the title insurance company, and is in accordance with the most current minimum standards for title surveys as determined by the American Land Title Association, with the signature and seal of a licensed engineer or surveyor affixed thereto, and does not fail to reflect any material matter affecting the Mortgaged Property or the title thereto.

(ii) Forfeiture. There has not been and shall never be committed by Mortgagor or any other person in occupancy of or involved with the operation or use of the Mortgaged Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of Mortgagor's obligations under any of the Loan Documents.

(jj) Use of Rents and Profits. All Rents and Profits generated by or derived from the Mortgaged Property shall first be utilized solely for current expenses directly attributable to the ownership and operation of the Mortgaged Property, including, without limitation, current expenses relating to Mortgagor's liabilities and obligations with respect to this Mortgage and the other Loan Documents, and none of the Rents and Profits generated by or derived from the Mortgaged Property

shall be diverted by Mortgagor and utilized for any other purposes unless all such current expenses attributable to the ownership and operation of the Mortgaged Property have been fully paid and satisfied.

(kk) No Broker. No financial advisors, brokers, underwriters, placement agents, agents or finders have been dealt with by the Mortgagor in connection with the Loan, except for any broker whose full commission was paid out of the proceeds of the Loan, as is set forth in the written instructions from Mortgagor to Mortgagee regarding disbursement of the proceeds of the Loan.

(ll) Work. All work to be performed by Mortgagor under any Lease has been substantially performed, all contributions to be made by Mortgagor to the Tenant have been made and all other conditions precedent to the Tenant's obligations thereunder have been satisfied.

(mm) Conviction of Criminal Acts. Each of Mortgagor, any indemnitor and guarantor of Mortgagor's obligations under the Loan Documents, and any general partner, shareholder, member or principal of Mortgagor, and any such indemnitor or guarantor of Mortgagor, has never been convicted of a crime and is not currently the subject of any pending or to Borrower's knowledge, threatened criminal investigation or proceeding.

(nn) Security Agreements. There are no security agreements or financing statements affecting any of the Mortgaged Property other than (i) as disclosed in writing by Mortgagor to Mortgagee prior to the date hereof and (ii) the security agreements and financing statements created in favor of Mortgagee.

(oo) Homestead. The Mortgaged Property forms no part of any property owned, used or claimed by Mortgagor as a residence or business homestead and is not exempt from forced sale under the laws of the State in which the Real Estate is located. Mortgagor hereby disclaims and renounces each and every claim to all or any portion of the Mortgaged Property as a homestead.

(pp) Contracts. Mortgagor will comply with all of its obligations under all Contracts which are material to the operation of the Mortgaged Property in accordance with Mortgagor's current practice, and with all material obligations under all other Contracts.

(qq) Prohibited Uses. Borrower may not enter into any Lease (which includes the renewal or extension of an existing Lease if such Lease provides that the portion of the Mortgaged Property demised thereby may be used for a "Prohibited Use". As used in this Mortgage, a "Prohibited Use" shall mean (1) operation of a dry-cleaning business, except for a dry-cleaning business at which no on-site cleaning operations of any sort are undertaken (i.e., a so-called drop-off station); (2) operation of a gasoline station or automobile service or maintenance facility; (3) operation of a car wash; (4) operation of a massage parlor, or any establishment which offers entertainment or service which includes nude or partially dressed male or female persons; (5) operation of any theater or other establishment which: (i) shows, previews, sells, rents, distributes or promotes in any way, movies, films, videos, magazines, books or other medium (whether now or hereafter developed) rated "X" or "NC-17" by the movie production industry (or any successor rating established by the movie production industry), or otherwise of a pornographic or obscene nature; or (ii) sells, rents, or distributes sexually explicit games, toys, devices, or similar merchandise; and (6) operation of any other business that, in the ordinary course of operation, would be likely to result in the release of Hazardous Substances (as defined in Section 1.25 hereof).

2. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens. Mortgagor shall (a) in accordance with the provisions of Section 15.1 of the Loan Agreement, repair, restore or rebuild any buildings or improvements now or hereafter on the Real Estate which may become

damaged or be destroyed (other than any that are to be demolished as part of the Construction (as defined in the Loan Agreement)); (b) keep the Mortgaged Property in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof or otherwise permitted hereunder; (c) unless otherwise provided in or permitted by the Loan Agreement, pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property and comply in all respects with all requirements of all loan documents evidencing or securing such indebtedness, and, upon Mortgagee's request, exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (d) comply in all material respects with all requirements of law, municipal ordinances or restrictions of record with respect to the Mortgaged Property and the operation or use thereof; (e) initiate or acquiesce in no zoning variation or reclassification without Mortgagee's prior written consent; (f) pay each item of the Obligations when due according to the terms hereof or of the Note or the Loan Agreement; (g) suffer or permit no change in the nature or use of the Mortgaged Property as a retail shopping center without Mortgagee's prior written consent; (h) make no material alterations to or demolish any portion of the Mortgaged Property except as required by law or municipal ordinance and as contemplated and permitted by the Loan Agreement; and (i) complete the Construction in accordance with the terms of the Loan Agreement.

3. Payment of Taxes. Mortgagor covenants and agrees to pay all general taxes, and all special taxes, special assessments, water charges, sewer service charges, and other charges against the Mortgaged Property or any portion thereof, in accordance with Section 14.1(h) of the Loan Agreement.

4. Tax Deposits. Mortgagor covenants and agrees to make monthly deposits with respect to real estate taxes when and as required by Section 14.1(m) of the Loan Agreement.

5. Insurance. Mortgagor shall comply with Mortgagee's requirements for, and maintain casualty, liability and other policies of insurance relating to the Mortgaged Property, as required by the Loan Agreement.

6. Mortgagee's Interest in and Use of Deposits. If an Event of Default (as hereinafter defined) has occurred, Mortgagee may, at its option, without being required to do so, apply any moneys at the time on deposit pursuant to any provision of this Mortgage, the Loan Agreement or any other Loan Documents, as any one or more of the same may be applicable, to any of Mortgagor's Obligations, in such order and manner as Mortgagee may elect. Such deposits are hereby pledged as additional security for the Obligations and shall be held to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that neither Mortgagee nor said depository shall be liable for any failure to apply to the payment of taxes and assessments any amount so deposited unless such failure shall have occurred after Mortgagor, while not in default hereunder, shall have requested said depository in writing to make application of such funds to the payment of the particular taxes or assessments for payment of which they were deposited, accompanied by the bills for such taxes and assessments and otherwise strictly complied with the conditions for any such application of such deposits provided in the Loan Agreement, and after the expiration of all time periods therefor.

7. Mortgagee's Right to Apply Condemnation or Insurance Proceeds on Indebtedness. The rights of Mortgagee to apply condemnation or insurance proceeds to the Obligations, and any rights of Mortgagor to apply condemnation or insurance proceeds to the restoration of the Improvements, shall be governed by Article 15 of the Loan Agreement.

8. Mortgagor's Obligation to Rebuild and Use of Proceeds Therefor. Mortgagor's obligation to rebuild in the event of any fire or other casualty to the Improvements or any condemnation of all or any part of the Mortgaged Property, and the use of condemnation or insurance proceeds therefor,

shall be governed by Article 15 of the Loan Agreement, notwithstanding any contrary provision of any applicable law, whether now existing or hereinafter enacted.

9. Stamp Tax. If, by the law of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor or the Mortgaged Property, any tax (other than income, franchise or similar tax) is due or becomes due in respect of the issuance of the Note, or recording of this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required and to the extent permitted by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note, or recording of this Mortgage.

10. Effect of Extensions of Time. If the payment of the Obligations or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse, if any, against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release. Mortgagor acknowledges that this Mortgage shall secure all extensions and renewals of any of the Obligations. Any person or entity taking a junior mortgage or other lien upon the Mortgaged Property or any interest therein, shall take said lien subject to the rights of Mortgagee herein to amend, modify and supplement this Mortgage, the Loan Agreement, the Note, and any other Loan Documents and to vary the rate of interest and the method of computing the same, and to impose additional fees and other charges, and to extend the maturity of said indebtedness, and to grant partial releases of the lien of this Mortgage, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Nothing contained in this Section 10 shall be construed as waiving any provision contained herein which provides, among other things, that it shall constitute an Event of Default if the Mortgaged Property, or any portion thereof, is sold, conveyed or encumbered unless permitted by the Loan Agreement.

11. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the State where the Real Estate is located, or any political subdivision thereof, deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages and security agreements or debts secured by mortgages and security agreements or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the Obligations or Mortgagee, then, in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments on or before the last day on which the same may be paid without penalty or interest, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it would be unlawful to require Mortgagor to make such payment, or (b) the making of such payment would result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Obligations to be and become due and payable sixty (60) days from the giving of such notice. Mortgagor will not claim or demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note and the Loan Agreement or on any other Obligation for so much of the taxes, assessments or similar charges assessed against the Mortgaged Property or any part thereof as are applicable to the Obligations or to the interest of Mortgagee in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note, the Loan Agreement or this Mortgage.



12. Mortgagee's Performance of Defaulted Acts; Subrogation. In case Mortgagor fails to perform any of its covenants and agreements herein or in the Note, the Loan Agreement, or any other Loan Documents, after Mortgagee has provided Mortgagor with notice and an opportunity to cure such failure within the applicable notice and/or grace periods, if any, provided herein or in the Note or the Loan Agreement, Mortgagee may, but need not, make any payment or perform any act herein or therein required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and make payments of any rents due or to become due and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem the Mortgaged Property from any tax sale or forfeiture affecting the Mortgaged Property or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Mortgaged Property and the lien hereof, shall be, except as otherwise provided herein or in the Loan Agreement, so much additional indebtedness secured hereby, and shall become immediately due and payable within ten (10) Business Days (as defined in the Loan Agreement) of demand and with interest thereon at the Default Interest Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor. Should any Advance (as defined in the Loan Agreement), or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Mortgaged Property or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security hereunder, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment. Mortgagee and any person designated by Mortgagee shall have the right, and is hereby granted the right, to enter upon the Mortgaged Property for the foregoing purposes.

13. Mortgagee's Reliance on Tax Bills. Mortgagee in making any payment (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof, or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

14. Events of Default. The occurrence of a default under any Loan Document that shall not have been cured within the applicable notice and/or grace period provided therefor (if any) or an Event of Default under the Loan Agreement shall be deemed an event of default ("Event of Default") under this Mortgage.

15. Acceleration Upon Default; Additional Remedies. Upon the occurrence of an Event of Default, Mortgagee may, at its option, but without obligation to, declare all Obligations to be immediately due and payable without presentment, demand, protest or notice of any kind. Whether or not Mortgagee exercises such option, Mortgagee may do any or all of the following:

(a) in person or by agent (with or without bringing any action or proceeding) or by court-appointed receiver, and without regard to the adequacy of its security, take actual possession of the Mortgaged Property or any part thereof, personally, or by its agent or attorneys. In such event Mortgagee, in its sole discretion, may, to the extent permitted by law, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers and accounts of Mortgagor or the then owner of the Mortgaged Property relating thereto, and may exclude Mortgagor, its agents and servants, wholly therefrom and may, as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee

and under the powers herein granted, hold, operate, manage and control the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Mortgaged Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power, in each case to the fullest extent permitted by law, among other things (i) to cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (ii) to the extent any nondisturbance agreement then in effect would prohibit such act, to elect to disaffirm any Lease or sublease which is then subordinate to the lien hereof; (iii) to extend or modify any then existing Leases and to make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to Tenants to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed to any purchaser at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon any purchaser at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Mortgage indebtedness, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser; (iv) to enter into any management, leasing or brokerage agreements covering the Mortgaged Property; (v) to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property as to it may seem judicious; (vi) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (vii) to receive all of such avails, rents, issues and profits; Mortgagor hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee and Lender shall not be obligated to perform or discharge, nor do they hereby undertake to perform or discharge, any obligation, duty or liability under any Lease. Mortgagor shall and does hereby agree to indemnify and hold harmless Mortgagee and Lender of and from any and all liability, loss or damage which they may or might incur by reason of Mortgagee's performance of any action authorized under this Section 15 and of and from any and all claims and demands whatsoever which may be asserted against them by reason of any alleged obligations or undertakings on Mortgagee's part to perform or discharge any of the terms, covenants or agreements of Mortgagor. Should Mortgagee or Lender incur any such liability, loss or damage by Mortgagee's performance or nonperformance of actions authorized by this Section 15, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees and disbursements, together with interest on any such amount at the Default Interest Rate, shall be secured by this Mortgage, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

(b) commence an action to foreclose this Mortgage (including, without limitation, a sale of the Mortgaged Property by publication of notice, appoint a receiver, or specifically enforce any of the covenants hereof.

(c) exercise all other rights and remedies provided in the Note, the Loan Agreement or this Mortgage or other document or agreement now or hereafter secured hereby, or in any document that now or hereafter secures all or any portion of the Obligations, or as provided by law.

16. Power of Sale; Foreclosure; Authorization to Execute Deeds; Expense of Litigation; Indemnification.

(a) If an Event of Default has occurred hereunder, or when the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee

shall have the right and is hereby authorized and empowered to (i) sell, assign, transfer and deliver the whole or, from time to time, any part of the Mortgaged Property or any interest in any part thereof, at any private sale or by public auction, with or without demand, advertisement or notice of the time or place of sale or adjournment thereof or otherwise, for cash, on credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as Mortgagee in its reasonable discretion may determine (such empowerment and procedure being hereinafter referred to as the "**power of sale**"), or (ii) foreclose the lien hereof for such indebtedness or part thereof outstanding by judicial action. Mortgagee shall be entitled to seek a judgment of foreclosure and sale of the Mortgaged Property, which shall be binding upon Mortgagor as well as all persons claiming under Mortgagor, and at which sale or at a sale pursuant to power of sale as aforesaid, appraisal of the Mortgaged Property and all benefits of any homestead and exemption laws now provided or which may hereafter be provided by the Constitution and laws of the United States and of any state thereof are hereby waived by Mortgagor. To the extent permitted by applicable law, Mortgagee may postpone the sale of all or any portion of the Mortgaged Property by public announcement at the time and place of sale, and from time to time thereafter may again postpone such sale by public announcement or subsequently noticed sale, and without further notice may make such sale at the time fixed by the last postponement or may, in its discretion, give a new notice of sale. Mortgagee shall deliver to the purchaser its deed or other appropriate instrument transferring the Mortgaged Property or interest therein so sold, but without any covenant or warranty, express or implied. The recitals in such instrument of any matters of fact shall be conclusive proof of the truthfulness thereof. In case of any foreclosure sale of the Mortgaged Property, the same may be sold in one or more parcels.

(b) It is further agreed that if the payment of any part of the Obligations is not made when due after the applicable notice and grace periods, if any, as an alternative to the right of foreclosure for the full Obligations after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire Obligations due (such proceeding being hereinafter referred to as a "**Partial Foreclosure**"), and provided that if foreclosure sale is made because of default of a part of the Obligations, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the Obligations; and it is agreed that such sale pursuant to a Partial Foreclosure, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part this Mortgage and the lien hereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section 16(b). Notwithstanding the filing of any Partial Foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such Partial Foreclosure and to accelerate the Obligations by reason of any uncured Event of Default upon which such Partial Foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to Partial Foreclosure without exhausting the right of full or Partial Foreclosure sale for any unmatured part of the Obligations, it being the purpose to provide for a Partial Foreclosure sale of the Obligations for any matured portion of the Obligations without exhausting the power to foreclose and to sell the Mortgaged Property pursuant to any such Partial Foreclosure for any other part of the Obligations whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

(c) Mortgagor irrevocably appoints Mortgagee as its true and lawful attorney in fact, which appointment is coupled with an interest and is unconditional and irrevocable, in Mortgagor's name and stead and on its behalf, for the purposes of effectuating any sale, assignment, transfer or delivery of the Mortgaged Property or any part thereof or any interest therein for the enforcement of this Mortgage as Mortgagee may consider necessary or appropriate after an Event of Default, with full power of substitution, Mortgagor hereby ratifying and confirming all that such attorney shall lawfully do by virtue hereof. If so requested by Mortgagee or any other purchaser, Mortgagor shall

ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Mortgagee, or such other purchaser, all proper deeds, bills of sale, assignments, releases and other instruments as may be designated in any such request.

(d) In connection with any foreclosure of the lien hereof (whether by judicial proceeding or power of sale) or any action to enforce any other remedy of Mortgagee under this Mortgage or any of the other Loan Documents, Mortgagor agrees to pay all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees and costs, appraiser's fees and costs, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property and the right to such fees and expenses shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. All expenditures and expenses of the nature in this **Section 16(d)** mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, the Loan Agreement and any other Loan Document, or the Mortgaged Property (including without limitation the occupancy thereof or any construction work performed thereon), including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding whether or not an action is actually commenced, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Interest Rate and shall be secured by this Mortgage.

(e) Without limiting the liability of Mortgagor as set forth above, Mortgagor shall indemnify Mortgagee, Lender and their respective officers, directors, employees and agents, and hold them harmless from and against all claims, injury, damage, loss and liability of any and every kind to any persons or property by reason of (i) the Construction or other work contemplated by the Loan Agreement; (ii) the operation or maintenance of the Mortgaged Property; or (iii) any other action or inaction by, or matter which is the responsibility of, Mortgagor.

(f) The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned hereinabove; second, all other items which under the terms hereof constitute Obligations additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal, interest and other fees, sums and charges remaining unpaid on the Note; or pursuant to the Loan Agreement; and fourth, any overplus to Mortgagor, its successors or assigns, as their interests may appear.

17. Application of Funds. Except as otherwise provided herein, Mortgagee may at any time without notice, apply any amounts received by Mortgagee to pay insurance premiums or taxes, or as Rents, or as insurance or condemnation proceeds, and all other amounts received by Mortgagee from or on account of Mortgagor or the Mortgaged Property or otherwise, upon any Obligation, in such manner and order as Mortgagee may elect, notwithstanding that any such obligation may not yet be due. The receipt, use or application of any such amount shall not be construed to affect the maturity of any portion of the Obligations, any of the rights or powers of Mortgagee under the Note, the Loan Agreement or this Mortgage, or any of the Obligations or obligations or liabilities of any guarantor or indemnitor of the Note; nor to cure or waive any Event of Default; nor to invalidate any act of Mortgagee.

18. Cumulative Remedies. To the extent permitted by applicable law, Mortgagee shall be entitled to enforce payment and performance of any Obligation and to exercise all rights and powers under the Note, the Loan Agreement or this Mortgage or other agreement or any law now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by guaranty, mortgage, deed of trust, pledge, lien, assignment or otherwise. To the extent permitted by applicable law, neither the acceptance or enforcement of this Mortgage, whether by court action or pursuant to the power of sale or other powers contained herein, shall prejudice or affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any such other security in such order and manner as it may in its absolute discretion determine. To the extent permitted by applicable law, Mortgagee's rights and remedies under the Note, the Loan Agreement and this Mortgage are cumulative and shall be in addition to all rights and remedies provided by law or otherwise from time to time. To the extent permitted by applicable law, every power or remedy given by the Note, the Loan Agreement or this Mortgage to Mortgagee (or to which Mortgagee is otherwise entitled) may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies. No waiver by Mortgagee of any Event of Default shall be implied from any omission by Mortgagee to take action on account of such Event of Default if such Event of Default persists or is repeated. No waiver by Mortgagee of any Event of Default shall affect any Event of Default other than the Event of Default expressly waived, and any such waiver shall be operative only for the time and to the extent stated. No waiver of any covenant or condition of any of the Note, the Loan Agreement or this Mortgage shall be construed as a waiver of any subsequent breach of the same covenant or condition. Mortgagee's consent to or approval of any act by Mortgagor requiring further consent or approval shall not be deemed to waive or render unnecessary Mortgagee's consent to or approval of any subsequent act. Mortgagee's acceptance of the late payment or performance of any Obligation shall not constitute a waiver by Mortgagee of the right to require prompt payment and performance of all further payments and other Obligations. Mortgagee's acceptance of any payment or performance following the filing of a notice of Event of Default hereunder shall not constitute a waiver of Mortgagee's right to proceed with the exercise of its remedies for any unfulfilled Obligations. Mortgagee's acceptance of any partial payment or performance shall not constitute a waiver by Mortgagee of any rights relating to the unfulfilled portion of the applicable obligation.

19. Mortgagee's Right of Inspection. Subject to the terms of the Loan Agreement, Mortgagee shall have the right to inspect the Mortgaged Property or any part thereof from time to time and access thereto shall be permitted for that purpose. In connection with Mortgagee's inspections, Mortgagor will protect, indemnify, save harmless and defend Mortgagee and Lender from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Mortgagee or Lender (other than liability resulting from the negligence or misconduct of Mortgagee, Lender or their representatives, agents, or officers) by reason of (a) ownership of an interest in the Mortgaged Property, (b) any accident or injury to or death of persons or loss of or damage to or loss of the use of property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (c) any use, nonuse or condition of the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof made or suffered to be made by or on behalf of Mortgagor, (f) any negligence or tortious act on the part of Mortgagor or any of its respective agents, contractors, lessees, licensees or invitees, (g) any work in connection with the Construction, or any other alterations, changes, or demolition of the Mortgaged Property, or (h) any other action or inaction by, or matter which is, directly or indirectly, the responsibility of, Mortgagor. Mortgagor will pay and save Mortgagee and Lender harmless against any and all liability with respect to

any intangible personal property tax or similar imposition of the State of where the Real Estate is located, now or hereafter in effect, to the extent that the same may be payable by Mortgagee or Lender in respect to this Mortgage or the Obligations. All amounts payable to Mortgagee under this Section 20 shall be payable on demand and shall be deemed to be secured by this Mortgage and any such amounts which are not paid within ten (10) Business Days after demand therefor shall bear interest at the Default Interest Rate from the date of such demand. In case any action, suit or proceeding is brought against Mortgagee or Lender by reason of any such occurrence, Mortgagor, upon request of Mortgagee, will, at Mortgagor's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Mortgagor and reasonably approved by Mortgagee.

20. Appointment of Receiver. Mortgagee shall be entitled, as a matter of absolute right, to the appointment of a receiver for the Mortgaged Property and Mortgagor does hereby irrevocably consent to such appointment. Such appointment may be made at any time after the filing of a complaint to foreclose this Mortgage or upon the occurrence and during the continuance of an Event of Default, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power (a) to operate the Mortgaged Property and to collect the Rents after such appointment and during the continuance of such Event of Default and/or and during the pendency of any such foreclosure action and, in the case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and during any further period when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) during such period(s), to extend or modify any then existing Leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to Tenants to extend or renew terms to expire, beyond the maturity date of the Obligations and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) during such period(s), to exercise all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property and all other powers expressly granted to a receiver by any applicable Laws. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (i) the Obligations, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and deficiency.

21. Leasing Limitations. All Leases entered into by Mortgagor with respect to the Mortgaged Property, and all of Mortgagor's rights with respect to such Leases, shall conform with the requirements of the Loan Agreement.

22. Assignment of Rents and Leases.

(a) In addition to the assignment of Rents and Leases contained in that certain Assignment of Leases and Rents of even date herewith ("**Assignment of Leases and Rents**") executed by Mortgagor to and for the benefit of Mortgagee, and to further secure the Obligations, Mortgagor hereby grants, transfers and assigns to Mortgagee (i) any and all Leases, and (ii) all right, title and interest of Mortgagor in the Rents, together with all benefits and advantages to be derived from said Leases, to hold and receive them unto Mortgagee, and together with all rights against guarantors, if any,

of the obligations of the Tenants, all subject, however, to the right and license granted to Mortgagor in Section 22(d) below. The foregoing assignment is intended to be specific, choate, and perfected upon the recording of this Mortgage, in accordance with applicable law.

(b) Mortgagor does hereby irrevocably appoint and empower Mortgagee, its agents or attorneys as its true and lawful attorney in its name and stead (with or without taking possession of the Mortgaged Property) upon the occurrence and during the continuance of an Event of Default, to rent, lease or let all or any portion of the Mortgaged Property to any party or parties at such rental and upon such terms as Mortgagee shall, in its reasonable discretion, determine and, to collect, sue for, settle, compromise and give acquittances for all of the Rents and all rights and claims of any kind which Mortgagor now has or may hereafter have against any Tenant under any Lease or any subtenants or occupants of the Mortgaged Property, and to avail itself of and pursue all remedies for the enforcement of the Leases and Mortgagor's rights in and under the Leases as Mortgagor might have pursued but for this Assignment.

(c) Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of Mortgagor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

(d) This assignment constitutes an absolute, unconditional and presently effective assignment; provided, however, that Mortgagee hereby grants to Mortgagor the right and license to enter into and otherwise deal with the Leases, including collecting and receiving the Rents and other amounts due under the Leases as they become due (not more than one month in advance), all subject to and in accordance with the Loan Agreement, until the occurrence of an Event of Default, in which event the foregoing right and license shall be terminated and of no further force and effect during the continuance of such Event of Default, and Mortgagee shall be entitled to all Rents and other amounts then due under the Leases and thereafter accruing without the institution of legal proceedings of any kind whatsoever, and this Mortgage shall constitute a direction to and full authority to the Tenants to pay all such amounts to Mortgagee upon notice to the Tenants from Mortgagee. Each of the Tenants, upon written notice from Mortgagee, shall be and is hereby authorized by Mortgagor to pay to Mortgagee any Rents, rental or other sums which may be or thereafter become due under the Leases, or any of them, and to perform each of such Tenant's undertakings under the Leases without any obligation to determine whether or not such an Event of Default has in fact occurred. The requirement for notice to the Tenants is intended solely for the benefit of such Tenants and not for the benefit of Mortgagor or any other person claiming through or under Mortgagor, and all payments made to Mortgagor by Tenants after an Event of Default, whether before or after notice to the Tenants that an Event of Default has occurred, shall be held in trust by Mortgagor for the benefit of Mortgagee.

(e) Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the Mortgaged Property personally, by receiver or as provided herein, it being understood such power of attorney is coupled with an interest) to rent, lease or let all or any portion of the Mortgaged Property to any party or parties at such rental and upon such terms as Mortgagee shall, in its discretion, determine, and to collect all Rents arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the Leases, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the Mortgaged Property hereunder.

(f) Mortgagor represents and agrees that no Rent has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one (1) installment in advance and that, except as authorized in the Loan Agreement, the payment of none of the Rents to accrue for any portion of the said Mortgaged Property will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. As between Mortgagor and Mortgagee, Mortgagor waives any rights of set off against any person in possession of any portion of the Mortgaged Property. Mortgagor agrees that it will not assign any of the Rents, except to a purchaser or grantee of the Mortgaged Property permitted by Mortgagee.

(g) Nothing herein contained shall be construed as constituting Mortgagee as a mortgagee in possession in the absence of the taking of actual possession of the Mortgaged Property by Mortgagee pursuant to Section 25 hereof. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee or Lender all such liability being expressly waived and released by Mortgagor to the fullest extent permitted by law. Nothing contained herein, including without limitation the assignment provisions set forth above, shall impose upon Mortgagee any duty to produce any rents, issues or profits or cause Mortgagee or Lender, to be (i) responsible for performing any of the obligations of lessor under any lease, or (ii) responsible or liable for any waste or for any dangerous or defective conditions of the Mortgaged Property, for negligence in the management, upkeep, repair or control of the Mortgaged Property, or for any other act or omission by any other person.

(h) Mortgagor further agrees to assign and transfer to Mortgagee all future Leases upon all or any part of the Mortgaged Property and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Mortgaged Property as Mortgagee shall from time to time reasonably require.

23. Observance of Lease Assignment. Mortgagor covenants and agrees that if Mortgagor, as lessor under the Lease or Leases assigned and transferred unto Mortgagee under **Section 22** herein and the Assignment of Leases and Rents, shall fail to perform and fulfill any material term, covenant, condition or provision in said lease or leases, or any of them, on its part to be performed or fulfilled, at the times and in the manner in said Lease or Leases provided, or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any assignment of any Lease or Leases of the Mortgaged Property given as additional security for the payment and performance of the Obligations and such default shall not have been cured within the applicable grace period provided therefor, if any, then and in any such event, such breach or default shall constitute an Event of Default hereunder.

24. Mortgagee's Right of Possession in Case of Default. At any time during the continuance of an Event of Default, whether before or after the whole principal sum secured hereby is declared to be immediately due and payable, or whether before or after the institution of legal proceedings to foreclose the lien hereof, Mortgagor shall forthwith, upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Mortgaged Property or any part thereof, personally, or by its agent or attorneys. In such event Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said Mortgaged Property, together with all documents, books, records, papers and accounts of Mortgagor or the then owner of the Mortgaged Property relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may, as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or



security of the Rents, including actions for the recovery of Rent, actions in forcible detainer and actions in distress for rent, and with full power (a) to cancel or terminate any Lease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any Lease which is then subordinate to the lien hereof; (c) to extend or modify any then existing Leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to Tenants to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to enter into any management, leasing or brokerage agreements covering the Mortgaged Property; (e) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property as to it may seem judicious; (f) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (g) to receive all of such Rents. Mortgagor hereby grants to Mortgagee full power and authority to exercise each and every of the foregoing rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee and Lender shall not be obligated to perform or discharge, nor do they hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee and Lender harmless of and from any and all liability, loss or damage which they may or might incur by reason of Mortgagee's performance of any action authorized under this Section 24, except to the extent caused by the gross negligence or willful misconduct of Mortgagee, Lender or their respective agents, officers, employees or representatives, and of and from any and all claims and demands whatsoever which may be asserted against them by reason of any alleged obligations or undertakings on Mortgagee's part to perform or discharge any of the terms, covenants or agreements of Mortgagor. Should Mortgagee or Lender incur any such liability, loss or damage, by Mortgagee's performance or nonperformance of actions authorized by this Section 24, except to the extent caused by the gross negligence or willful misconduct of Mortgagee, Lender or their respective agents, officers, employees or representatives, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest on any such amount at the Default Interest Rate shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

25. Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 23 and Section 24 hereof, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as Mortgagee may determine:

(a) to the payment of the operating expenses of the Mortgaged Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring Tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Mortgaged Property or any part thereof;

(c) to the payment of all maintenance, repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Mortgaged Property, and of placing the Mortgaged Property in such condition as will, in the judgment of Mortgagee, make it readily rentable; and

(d) to the payment of any Obligation or any deficiency which may result from any foreclosure sale.

26. Release. If Mortgagor shall fully pay all of the Obligations, and comply with all of the other terms and provisions to be performed and complied with by Mortgagor in the Loan Agreement, this Mortgage and the other Loan Documents, Mortgagee will execute and deliver to Mortgagor such documents as may be required to release this Mortgage of record so long as Mortgagor shall pay any filing fees and reasonable expenses of Mortgagee in connection with such release or assignment.

27. Giving of Notice. Any notice, demand, delivery, request or other communication which any party hereto may be required or may desire to give hereunder shall be given in the manner provided for in the Loan Agreement.

28. Remedies Not Exclusive. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note. Mortgagee shall be entitled to enforce payment and performance of any of the Obligations and to exercise all rights and powers under this Mortgage or any other Loan Document or any laws now or hereafter in force, notwithstanding some or all of such Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or, in any manner, affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given hereby to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagee may pursue inconsistent remedies. No waiver of any Event of Default of Mortgagor hereunder shall be implied from any omission by Mortgagee to take any action on account of such Event of Default if such Event of Default persists or is repeated, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and then only for the time and to the extent therein stated. No acceptance of any payment of any one or more delinquent installments which does not include any then-due interest at the penalty or Default Interest Rate from the date of delinquency, together with any required late charge, shall constitute a waiver of the right of Mortgagee at any time thereafter to demand and collect payment of interest at such Default Interest Rate or of late charges, if any.

29. Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the Note, the Loan Agreement or the Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Mortgagee shall have the unqualified right so to do and, in such event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Loan, and the rights, remedies, recourse and power of Mortgagee shall continue as if same had never been invoked.

30. Waiver of Statutory Rights. To the extent permitted by law, Mortgagor hereby agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay,

extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien or Mortgagee may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure or sale by Mortgagee of this Mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage. To the extent permitted by Law, Mortgagor hereby waives any statute of limitations applicable to this Mortgage. MORTGAGOR AND MORTGAGEE BY ITS ACCEPTANCE OF THIS MORTGAGE, EACH HEREBY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THE ENFORCEMENT OF THIS MORTGAGE.

31. Estoppel Affidavits. Mortgagor, within ten (10) Business Days after written request from Mortgagee, shall (a) furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Obligations and whether or not any offsets or defense exists against such indebtedness, and covering such other matters as the other party may reasonably require; and (b) subject to the limitations of any such Lease, require the Tenant under any Lease assigned in Section 22 hereof to deliver to Mortgagee a certificate certifying (i) that said Lease is unmodified and in full force and effect (or if there has been any modification(s) thereof, that the same is in full force and effect as modified and stating the nature of the modification(s); (ii) that, to the extent of such Tenant's knowledge, Mortgagor is not in default under the Lease (of if such default(s) exist(s), the specific nature and extent thereof); (iii) the date to which the minimum rent and other charges under the Lease have been paid in advance, if any; and (iv) such other matters as Mortgagee may reasonably require.

32. Binding on Successors and Assigns. This Mortgage and all Obligations (a) shall be binding upon the successors and assigns of Mortgagor, except that Mortgagor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Mortgagee, and (b) shall, together with the rights, powers, privileges, immunities and remedies of Mortgagee hereunder, inure to the benefit of Mortgagee and its successors and permitted assigns. Mortgagee and Lender may at any time and from time to time without the prior consent of any Person transfer or assign its rights hereunder to any Person in accordance with the terms and provisions of the Loan Agreement. Neither this Mortgage nor anything set forth herein is intended to, nor shall it, confer any rights on any Person other than the parties hereto, Lender and their respective successors and permitted assigns, and all other third-party rights are expressly negated. This Mortgage may not be changed or terminated orally.

33. Captions; Interpretation. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof. Whenever the phrase "not to be unreasonably withheld" (or a phrase of similar import) is used, such phrase shall be deemed to mean "not to be unreasonably withheld, delayed or conditioned". Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The term "including" when used herein shall mean including without limitation. The term "Mortgagor" when used herein shall include (a) the original Mortgagor named in the recitals hereof; (b) said original Mortgagor's successors and assigns; and (c) all subsequent owners from time to time of the Mortgaged Property.

34. Maintenance of Mortgagor's and Affiliated Parties' Interests. (a) In determining whether or not to make the Loan, Mortgagee examined the creditworthiness of Mortgagor, found it acceptable and relied and continues to rely upon same as the means of repayment of the Loan.

Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Mortgaged Property, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Mortgaged Property which is Mortgagee's security for the loan. Mortgagor is an entity controlled by individuals or entities well-experienced in borrowing money and owning and operating property such as the Mortgaged Property, was ably represented by a licensed attorney at law in the negotiation and documentation of the Loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a Loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary or junior financing placed upon the Mortgaged Property (i) may divert funds which would otherwise be used to pay the Obligations; (ii) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (iii) would detract from the value of the Mortgaged Property should Mortgagee come into possession thereof with the intention of selling same; and (iv) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Mortgaged Property.

(b) Based upon the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Mortgagor and of value of the Mortgaged Property; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Mortgaged Property free of subordinate financing liens, Mortgagor agrees that if this Section 34 be deemed a restraint on alienation, that it is a reasonable one, and that, except as permitted by the Loan Agreement, any sale, conveyance, assignment, further encumbrance or other transfer of title to the Mortgaged Property or any interest therein (whether voluntary or by operation of law) without Mortgagee's prior written consent shall be an Event of Default. For the purpose of, and without limiting the generality of, the preceding sentence, it shall be deemed to be an unpermitted transfer of title to the Mortgaged Property and therefore an Event of Default, giving Mortgagee the right at its election under Section 16 hereof, to declare the Obligations immediately due and payable, if, without Mortgagee's prior written consent, or except as permitted in the Loan Agreement, Mortgagor or any Affiliate shall suffer or permit any Transfer which is not a Transfer (as such terms are defined in Section 16.2 of the Loan Agreement). Any consent by Mortgagee, or any waiver of an Event of Default, under this section shall not constitute a consent to, or waiver of any right, remedy or power of Mortgagee upon a subsequent Event of Default under this section.

35. Disbursement of Loan Proceeds for Improvements. Mortgagor covenants and agrees that all Advances shall be secured hereby and shall be disbursed by Mortgagee to Mortgagor in accordance with the provisions contained in the Loan Agreement.

36. Security Agreement and Financing Statements. (a) Mortgagor and Mortgagee agree (i) that this Mortgage shall constitute a Security Agreement within the meaning of the UCC with respect to the Deposits (as defined in the Loan Agreement) and with respect to any property included in the definition herein of the term "Mortgaged Property" (specifically excluding any property owned by any Tenant and not by Mortgagor), which property may not be deemed to form a part of the real estate described in Exhibit A or may not constitute a "fixture" (within the meaning of Section 9-313 of the UCC), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); (ii) that a security interest in and to the Collateral and the Deposits is hereby granted to Mortgagee; and (iii) that the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to the beneficiary; all to secure payment

of the indebtedness and to secure performance by Mortgagee of the terms, covenants and provisions hereof.

(b) If an Event of Default occurs and is continuing, Mortgagee, pursuant to the appropriate provisions of the UCC, shall have an option to proceed with respect to both the Mortgaged Property and the Collateral in accordance with its rights, powers and remedies with respect to the Mortgaged Property, in which event the default provisions of the UCC shall not apply. The parties agree that if Mortgagee shall elect to proceed with respect to the Collateral separately from the Mortgaged Property, Mortgagee shall have all remedies available to a secured party under the UCC and ten (10) Business Days' notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but shall not be limited to, attorneys' fees and legal expenses incurred by Mortgagee. Mortgagor agrees that, without the written consent of Mortgagee, Mortgagor will not remove or permit to be removed from the Mortgaged Property any of the Collateral except that so long as there exists no Event of Default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Mortgaged Property, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such a manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

(c) Mortgagor and Mortgagee agree, to the extent permitted by law, that (i) all of the goods described within the definition of the term "Mortgaged Property" herein are or are to become fixtures on the Real Estate; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the UCC; and (iii) Mortgagor is the record owner of the Real Estate. The addresses of Mortgagor and Mortgagee are set forth in the preamble of this Mortgage hereof.

(d) Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee, a separate Security Agreement, Financing Statement or other similar security instruments, in form satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor, as the case may be, including all equipment, accounts receivable, bank accounts, certificates of deposit and such other items as Mortgagee may require, which, in the sole opinion of Mortgagee is essential to the operation of the Mortgaged Property and which constitute goods within the meaning of the UCC or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the district in which the Mortgaged Property are located, and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document. Mortgagor shall from time to time, on request of Mortgagee, deliver to Mortgagee an inventory of the Collateral in reasonable detail. To the extent permitted by provisions of the UCC now or hereafter in effect in the State in which the Real Estate is located, Mortgagor hereby authorizes Mortgagee, without the signature of Mortgagor, to execute and file any of the documents described in this Section if

Mortgagee shall determine that such are necessary or advisable in order to perfect its security interest in the Collateral.

37. Partial Invalidity; Maximum Allowable Rate of Interest. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage, the Note and the Loan Documents comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Mortgage, the Note or the Loan Documents is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Mortgage, the Note or the Loan Documents to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Mortgage, the Note and the Loan Documents shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this Mortgage, the Note or the Loan Documents shall continue in full force and effect. All agreements herein, in the Note and the Loan Documents are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance of the Note, or otherwise, shall the amount paid or agreed to be paid to Mortgagee for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance Mortgagee shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not the payment of interest; and if any surplus remains after final payment of principal and lawful interest, the surplus shall be remitted to Mortgagor by Mortgagee, and Mortgagor hereby agrees to accept such remittance.

38. Priority of Mortgage. Lender shall have the right at any time and from time to time while any portion of the Loan remains outstanding, to execute and record unilateral declarations which modify the relative priorities of the liens of this Mortgage and/or any additional mortgages executed by Mortgagor in favor of Mortgagee relating to the Mortgaged Property (and the related assignments of rents), to be superior, subordinate, or *pari passu*, with any other of such mortgages (and related assignments of rents). At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to condemnation or insurance proceeds), to any and all Leases of all or any part of the Mortgaged Property upon the execution by Mortgagee and recording thereof, at any time hereafter in the appropriate official records of the County wherein the Real Estate is situated, of a unilateral declaration to that effect.

39. GOVERNING LAW. THIS MORTGAGE SHALL IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS MORTGAGE AND THE OBLIGATIONS ARISING HEREUNDER, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE WHERE THE LAND IS LOCATED APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

40. Trust Fund Covenant. Mortgagor shall receive the monies secured hereby as a trust fund in accordance with applicable lien laws. Mortgagor will indemnify, defend and hold Mortgagee harmless from and against any claim, judgment, loss, cost or expense, including reasonable attorneys' fees and expenses, arising out of or relating to any proceedings instituted by any claimant alleging a violation by Mortgagor of any applicable lien law.

41. No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, or be construed to permit the making of any claim against Mortgagee in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or service or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

42. Extensions. Mortgagee, with the consent of Mortgagor, may at any time or from time to time renew or extend this Mortgage, or alter or modify the same in any way, or Mortgagee may waive any of the terms, covenants or conditions hereof in whole or in part and may release any portion of the Mortgaged Property or any other security, and grant such extensions and indulgences in relation to the Obligations as Mortgagee may determine without the consent of any junior lien or encumbrancer and without any obligation to give notice of any kind thereto and without in any manner affecting the priority of the lien hereof on any part of the Mortgaged Property.

43. Use of Mortgaged Property. Mortgagor and Mortgagee agree that the Mortgaged Property is not used principally for agricultural, farming or household purposes.

44. Indefinite Mortgage Savings Clause. Notwithstanding the language in the granting clause or anything else contained herein to the contrary, and without limiting the scope or amount of the Obligations secured hereby, the maximum amount of principal indebtedness secured hereby at execution or which under any contingency may become secured hereby at any time hereafter is \$7,000,000.00.

45. Inconsistency with Loan Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Mortgage and the terms and provisions of the Loan Agreement which cannot be reasonably reconciled, the terms and provisions of the Loan Agreement shall govern and control; provided, however, that the absence of certain terms and provisions in one agreement shall not be deemed an inconsistency in the other agreement. Notwithstanding the foregoing, no greater obligation of Mortgagor under this Mortgage than under the Loan Agreement shall be considered a conflict or inconsistency between them, Mortgagor in each instance being bound by such greater obligation.

46. Mortgagee's Right to Enforce. All rights of enforcement hereunder are granted and reserved solely to Mortgagee, as administrative agent for Lender. Pursuant to the Loan Agreement, Lender has authorized Mortgagee to act as the administrative agent of Lender. Notwithstanding anything to the contrary herein or in any other Loan Document, Mortgagee shall not have a fiduciary relationship in respect of Lender by reason of this Mortgage or any of the other Loan Documents. Mortgagor, any Affiliate of Mortgagor and any third party (including any court) shall be entitled to rely on any and all acts of and communications by Mortgagee with respect to the exercise of any rights or the granting of any consent, waiver or approval on behalf of Lender or Mortgagee in all circumstances where an action by Lender or Mortgagee is required or permitted pursuant to this Mortgage or the provisions of any other Loan Document or by applicable law without the right or necessity of making any inquiry of Lender as to

the authority of Mortgagee with respect to such matter, and such acts and communications of Mortgagee shall bind Lender vis-à-vis Mortgagor and any Affiliate of Mortgagor and any third parties.

47. No Joint Venture. Any provision hereof to the contrary notwithstanding, neither Mortgagee nor Lender, by virtue of this Mortgage or any action taken pursuant hereto or contemplated hereby, shall be deemed to be a partner or joint venturer with Mortgagor or any other parties. Mortgagor shall indemnify and hold Mortgagee and Lender harmless from and against any and all liabilities, damages, claims, demands, costs and expenses (including, without limitation, the reasonable costs and expenses of defending or settling any such claims or demands and all reasonable fees and disbursements of legal counsel engaged or employed by Lender in defending and settling such claims or demands) resulting from such a construction of the parties and their relationship. Any inspection of the Mortgaged Property, any review of the Plans and Specifications (as defined in the Loan Agreement) or other documents submitted to Mortgagee, to Lender or to Lender's Consultant (as defined in the Loan Agreement) or any analysis of the Mortgaged Property made by Mortgagee, Lender or any of their respective agents, architects or consultants is intended solely for the benefit of Lender and shall not be deemed to create or form the basis of any warranty, representation, covenant, implied promise or liability to Mortgagor, or any contractor or subcontractor, or any other person or entity.

48. Counterparts. This Mortgage may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

49. Advances Pursuant to Completion Guaranty. Any proceeds of the Loan advanced pursuant to the Completion Guaranty to Guarantor to complete the Mortgaged Property shall (a) constitute disbursements of Loan proceeds under the Loan Agreement, (b) constitute indebtedness constituting a portion of the Loan, and (c) be secured by this Mortgage.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, Mortgagor has delivered this Mortgage on the day and year first above written.

**BORROWER:**

**WILLINGBORO TOWN CENTER URBAN  
RENEWED NORTH, LLC, a  
New Jersey limited liability company**

By: \_\_\_\_\_  
Name: Thomas E. Juliano  
Title: Executing Member

**BORROWER:**

**WILLINGBORO TOWN CENTER NORTH  
MANAGER, LLC, a**  
New Jersey limited liability company

By: \_\_\_\_\_  
Name: Thomas E. Juliano  
Title: Executing Member

STATE OF )  
 :ss.:  
COUNTY OF )

On the \_\_\_\_\_ day of August, in the year 2007, before me, the undersigned personally appeared **THOMAS E. JULIANO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

STATE OF )  
 :ss.:  
COUNTY OF )

On the \_\_\_\_\_ day of August, in the year 2007, before me, the undersigned personally appeared **THOMAS E. JULIANO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT B**

two for sale fee simple attached single family affordable housing units  
on two of the lots located within Block 1103, Lot 11  
(the “off-site affordable housing property”)

**EXHIBIT C**

**Description of Project Improvements**

**EXHIBIT D**

**Description of Public Improvements**



**EXHIBIT E**

**Redeveloper Ownership Structure**

AMERICAN REAL ESTATE DEVELOPEMENT, INC., A NEW JERSEY CORPORATION

SOLE STOCKHOLDER:      ERNEST EDWARDS

**EXHIBIT F**

**List of Existing Governmental Approvals**

**EXHIBIT G**

**Project Team**

**REDEVELOPER**

Principals:	ERNEST EDWARDS
Project Manager:	ERNEST EDWARDS
Attorneys:	GREGORY B. MONTGOMERY
Project Engineer:	BACH ASSOCIATES
Architect:	CAPPY SABIR, SABIR ENGINEERING
Environmental Consultant:	BRINKERHOFF ENVIRONMENTAL
Project Planners:	BACH ASSOCIATES
Construction Supervisor:	ERNEST EDWARDS

**BOROUGH**

Attorney:	
Engineer:	REMINGTON & VERNICK
Architect:	
Environmental Consultant:	
Professional Planner:	REMINGTON & VERNICK

RESOLUTION NO. 2007 - 137 - A  
**A RESOLUTION PROVIDING FOR A MEETING NOT  
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
 MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

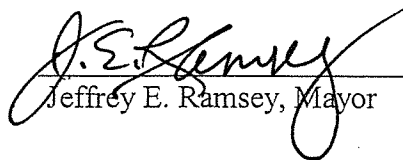
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

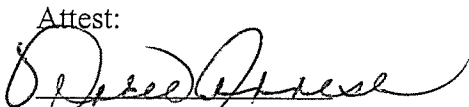
- 
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

*Personnel/ Employment*

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 9/19, 2007, that an Executive Session closed to the public shall be held on 9/19, 2007, at 6:05 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 Marie Annese, RMC  
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				✓
Councilman Campbell	✓			
Councilman Stephenson				ARRIVED 6:25 PM
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**EXHIBIT H**

**TABLE OF INSURANCE AND BOND REQUIREMENTS**

Type of Insurance	Limits of Liability	Term of Coverage
1. Commercial General Liability	\$ _____ each loss/ \$ _____ policy aggregate	Annual policy Until completion <sup>1</sup>
2. Umbrella Excess Liability	\$ _____ each loss/ \$ _____ policy aggregate	Annual policy Until completion <sup>2</sup>
3. Builder's Risk Coverage	100% of replacement cost of all insurable construction	As-Built Until completion
4. Performance Bond (Construction)	Value of contract(s) for Offsite Project Improvements	During construction
5. Maintenance Bond		2 year Post construction

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RESOLUTION NO. 2007 - 137 - B

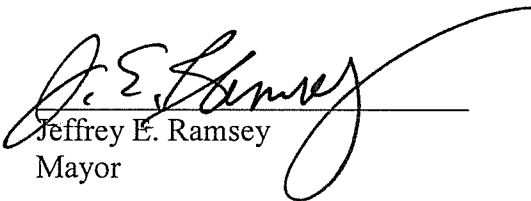
A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments and appeals; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of September, 2007, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

FIS TAX SERVICE \$1195.96  
3100 NEW YORK DR.  
ATTN: NATIONAL REFUNDS/JENNIFER MARTINEZ  
PASADENA, CALIFORNIA 91107  
BLOCK 625  
LOT 14  
70 HILLCREST LANE  
OVERPAYMENT TAXES

HSBC CONSUMER 1248.90  
3100 NEW YORK DRIVE  
ATTN: NATIONAL REFUNDS/JENNIFER MARTINEZ  
PASADENA, CALIFORNIA 91107  
BLOCK 317  
LOT 26  
135 PHEASANT LANE  
OVERPAYMENT TAXES

SPEEDY TITLE, LLC. 1174.24  
1200 TICES LANE, SUITE 206  
EAST BRUNSWICK, N.J. 08816  
BLOCK 227  
LOT 2  
4 BUCKINGHAM DRIVE  
OVERPAYMENT TAXES

GREENWOOD, DOUGLAS & SANDERS. A. 1208.18  
517 CARVER LANE  
LAWNSIDE, NEW JERSEY 08045  
BLOCK 813  
LOT 21  
39 EMPIRE LANE  
OVERPAYMENT TAXES

CHASE MANHATTEN 121.31  
3100 NEW YORK DR. STE. 100  
ATTN: NATIONAL REFUNDS-JENNIFER MARTINEZ  
PASADENA, CALIFORNIA 91107  
BLOCK 313  
LOT 28  
51 PRINCETON LANE  
OVERPAYMENT TAXES

BEATRICE BROLO 1455.58  
24 EDISON LANE  
WILLINGBORO, N.J. 08046  
BLOCK 819  
LOT 23  
24 EDISON LANE  
OVERPAYMENT TAXES

FIRST AMERICAN REAL ESTATE TAX SERVICE ATTN: REFUNDS DEPT. MAIL CODE: DFW-1-3 PO BOX 961250 FT. WORTH, TX. 76161-0250 BLOCK 902 LOT 40 75 ROCKLAND DRIVE OVERPAYMENT TAXES	\$1099.51
 KENNETH KING SR. 13 TREMONT PLACE WILLINGBORO, N.J. 08046 BLOCK 1109 LOT 21 13 TREMONT PLACE OVERPAYMENT TAXES	 111.44
 FIS TAX SERVICES 3100 NEW YORK DR- STE. 100 ATTN: NATIONAL REFUNDS/JENNIFER MARTINEZ PASADENA, CALIFORNIA 91107 BLOCK 501 LOT 28 75 MAINBRIDGE LANE OVERPAYMENT TAXES	 2055.69
 FIRST AMERICAN REAL ESTATE TAX SERVICE ATTN: REFUNDS DEPT MAIL CODE : DFW-1-3 PO BOX 961250 FT. WORTH, TX. 76161-0250 BLOCK 331 LOT 1 70 PENNYPACKER DRIVE OVERPAYMENT TAXES	    993.26
 BLOCK 903 LOT 3 3 RADCLIFF PLACE OVERPAYMENT TAXES	  469.49
 DESMOND PIERRE 251 NORTHAMPTON DRIVE WILLINGBORO, N.J. 08046 BLOCK 1020 LOT 50 251 NORTHAMPTON DRIVE OVERPAYMENT TAXES	    1844.83



BARBARA MURRAY C/O JAMES K. GRACE, PC 27 CEDAR STREET MT. HOLLY, N.J. 08060 BLOCK 1104 LOT 22 70 TYLER DRIVE OVERPAYMENT TAXES	\$2526.62
COOK, JANET SMITH & CHAUNCEY J. 109 SOMERSET DRIVE WILLINGBORO, N.J. 08046 BLOCK 126 LOT 9 109 SOMERSET DRIVE OVERPAYMENT TAXES	1952.86
CHANCELLOR TITLE AGENCY 353 C. ROUTE 46 WEST, SUIT 211 FAIRFIELD, N.J. 07004 BLOCK 1017 LOT 21 55 NEW CASTLE LANE OVERPAYMENT TAXES	1285.07
SHARON A. JOHNSON 58 NIAGARA LANE WILLINGBORO, N.J. 08046 BLOCK 1023 LOT 40 58 NIAGARA LANE OVERPAYMENT TAXES	1070.65
HARDY, JESSEE & KARRIMA 54 HADLEY LANE WILLINGBORO, N.J. 08046 BLOCK 604 LOT 14 54 HADLEY LANE OVERPAYMENT TAXES	1057.54
JAMES KRUPER 45 NORMANDY LANE WILLINGBORO, N.J. 08046 BLOCK 1019 LOT 12 45 NORMANDY LANE OVERPAYMENT TAXES	1144.97

STEVE MOHAN  
404 MONTANA  
BROWNS MILLS, N.J. 08015  
BLOCK 903  
LOT 13  
13 RADCLIFF PLACE  
OVERPAYMENT TAXES

\$919.34

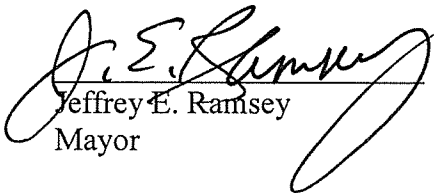
RESOLUTION NO. 2007 - 138

**A RESOLUTION AUTHORIZING THE TAX COLLECTOR  
TO WRITE OFF TAXES FOR 2006**


WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of various tax overpayments for various reasons and these balances cannot be refunded at this time but may be refundable at a later dated;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of September, 2007, that the taxes listed on the attached schedule and made a part hereto be cancelled and can be refunded at a later date; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Tax Collector for her information, attention and compliance.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

1,714.67 +  
1,105.61 +  
111.06 +  
91.76 +  
1,167.88 +  
1,958.57 +  
1,960.31 +  
52.82 +  
76.47 +  
1,626.73 +  
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1,475.44 +  
134.08 +  
1,298.25 +  
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92,802.34 \*

Rev. No.  
2009-138

1,300.00 +	
28.15 +	
931.90 +	
915.51 +	
954.85 +	
1,589.16 +	
401.98 +	
937.37 +	
1,170.83 +	
1,381.52 +	
158.50 +	
191.16 +	
1,311.00 +	
801.02 +	
782.18 +	
1,002.92 +	
795.34 +	
75.73 +	
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1,310.10 +  
872.91 +  
21.18 +  
869.63 +  
1,011.63 +  
54.43 +  
1,735.77 +  
84.12 +  
825.93 +  
991.99 +  
1,057.54 +  
1,213.67 +  
1,753.47 +  
974.51 +  
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104.06 +  
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Ref No.  
2009-138

TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

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 Range: Block: First to Last Property Class Range: First to Last Balance Threshold: 0.00  
 Lot: Bill Year Range: 2006 to 2006 Include Prior Yr/Prd In Balance: Y  
 Qual: Bill Period Range: 1 to 4 Print Name/Prop Loc: Name  
 As Of Date: 09/20/07  
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Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
18.	3.02	2	ANNING, JOHN M	0.00	3,553.48 835.27	5,643.61 0.00	1,254.86-
125.	11.	2	ADENIJI, AHMED & IDAYAT	162.82-	6,656.30 301.67-	6,354.63 203.21	162.82-
131.	18.	2	JONES, IVORY JR & SHARON E	0.00	4,418.54 0.00	5,904.89 0.00	1,486.35-
205.	14.	2	SEPULVEDA, STEVEN, ETAL	0.00	4,511.78 697.15	5,440.93 7.40	232.00-
<del>206.</del>	<del>17.</del>	2	DONECHIE, CRAIG S & NANCY	0.00	4,173.47 112.35-	4,282.72 0.00	<del>221.60</del> PD
<del>209.</del>	<del>39.</del>	2	BIAS, HAROLD	0.00	4,035.22 0.00	5,392.62 0.00	<del>1,357.40</del> PD
217.	24.	2	THOMPSON, REGINALD & LAURETTA D	0.00	4,004.14 172.24	5,020.88 0.00	844.50-
223.	14.	2	VILCHEZ, ANTHONY F & RITA S	0.00	4,009.32 0.00	4,978.77 0.00	969.45-
224.	6.	2	WATSON, ALANDA & VINCENT, CHESTER	0.00	3,973.06 1,256.72	5,462.77 0.00	232.99-
226.	5.	2	BADRU, ABIOLA A & NAHJERAH ETAL	0.00	4,480.70 1,031.40	5,538.88 7.53	26.78-
229.	4.	2	REID, GREGORY & TREENA	0.00	4,589.48 0.00	4,602.71 0.00	13.23-
243.	34.	2	JONES, MICHAEL A	0.00	4,030.04 0.00	5,385.70 0.00	1,355.66-
245.	8.	2	GEORGES, PETER	0.00	3,952.34 362.90	5,644.76 0.00	1,329.52-
<del>246.</del>	<del>3.</del>	2	LAFRANCE, DONALD	0.00	6,029.52 498.18	7,139.50 0.00	<del>611.80</del> PD
303.	22.	2	FLEMING, ROBIN	0.00	4,387.01 249.09	5,531.10 0.00	895.00-
315.	2.	2	BILTON, MARY E	0.00	4,144.00 0.00	5,146.00 0.00	1,002.00-
316.	20.	2	SEWELL, HERMAN & ELVESTER	0.00	4,470.34 0.00	5,974.11 0.00	1,503.77-
329.	8.	2	HAMPTON, COLLEEN T	0.00	4,112.92 0.00	4,980.36 9.98	867.44-
330.	14.	2	SAWYER, JAMES	0.00	5,322.08 173.90	5,599.58 0.00	103.60-
330.	32.	2	JEANTY, EDWIDGE VANESSA	0.00	4,589.48 0.00	6,133.33 0.00	1,543.85-
334.	7.	2	ANDREWS, LARRY & DIANA	0.00	4,734.52 0.00	5,816.81 0.00	1,082.29-
403.	8.	2	PINTO, EDMUND G III	0.00	7,039.62 4,478.95	15,717.34 5.94	4,198.77-
410.	1.	2	MCCLENNEY, BARRY & KRISTIN	0.00	7,044.80 1,485.80	10,016.40 0.00	1,485.80-



TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
507.	4.	2	IYIOLA, BOLATITO A	0.00	4,790.43 441.37	6,114.54 0.00	882.74-
512.	34.	2	WALTON, CLARENCE A & NICOLE A	0.00	4,071.48 0.00	4,188.48 0.00	117.00-
520.	4.	2	WATTS, CRAIG M & BARBARANNE	0.00	4,371.92 0.00	5,842.59 0.00	1,470.67-
521.	8.	2	VASQUEZ, HENRY R & BETANCES, YOKASTA	0.00	4,791.50 0.00	6,656.28 7.73	1,864.78-
522.	2.	2	TURNER, BARRY & JERLINE	0.00	4,491.06 0.00	5,576.98 0.00	1,085.92-
523.	68.	2	BARBERENA, MARCO & DIANA	0.00	4,860.38 50.26	4,997.66 0.00	87.02-
526.	17.	2	BLOUNT, WANDA G	0.00	5,035.02 67.40-	5,454.54 0.00	486.92-
528.	38.	2	HALL, LORRAINE E	0.00	4,138.82 207.20	5,346.77 0.00	1,000.75-
529.	14.	2	WILLIAMS, GARY	0.00	4,180.26 653.22	6,143.58 6.06	1,310.10-
529.	28.	2	NEGRON, KELLY	0.00	4,138.82 573.00	5,584.73 0.00	872.91-
535.	3.	2	MAZAHREH, SAMAN O	0.00	4,537.68 1,575.75	6,134.61 0.00	21.18-
535.	7.	2	YOUNG, PAUL & MICHELLE	0.00	4,123.28 1,066.33	6,059.24 0.00	869.63-
535.	9.	2	DELICE, JEAN CLAUDE & MARIE ANNE	0.00	4,138.82 1,434.82	6,585.27 10.08	1,011.63-
536.	44.	2	HALL, BERNICE	0.00	4,589.48 0.00	4,643.91 0.00	54.43-
537.	29.	2	JACKSON, ROBERT	0.00	4,268.32 0.00	6,004.09 0.00	1,735.77-
538.	14.	2	GLENNEY, EUGENE A & DORIS M	0.00	3,519.68 84.12-	3,519.68 0.00	84.12-
<del>541.</del>	<del>31.</del>	15F	TATE, DAVID J & NATISE N	378.85-	0.00	0.00	378.85-
542.	14.	2	FITCH, ERIC J	0.00	4,299.40 979.02	6,104.35 0.00	825.93-
604.	11.	2	LAFRANCE, ORNAN & RAYMONDE	0.00	4,703.44 0.00	5,695.43 0.00	991.99-
604.	14.	2	HARDY, JESSE R & KARRIMA	0.00	5,014.24 0.00	6,071.78 0.00	1,057.54-
608.	31.	2	PETERSON, MARY L	0.00	5,019.42 0.00	6,233.09 20.61	1,213.67-
<del>608.</del>	<del>123.</del>	2	BOST-LEWIS, JOYCE RENEE	0.00	4,946.90 0.00	5,246.90 0.00	300.00-
608.	132.	2	LOUIS, FRANTZ & FAYEDRA	0.00	4,568.76 2,483.00	8,805.23 4.50	1,753.47-
624.	26.	2	SMITH, EDWARD W & EVANGELINE T	0.00	4,620.56 0.00	5,595.07 0.00	974.51-
627.	6.	2	GUIDRY, DUANE J & MARY JO	0.00	5,511.52 0.00	7,365.54 0.00	1,854.02-
642.	40.	2	JOHNSON, VICTORIA T	0.00	5,069.56	5,382.02	

*Apply  
to  
07 taxes*

*JP*

TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
702.	14.	2	NICOLAS-PAUL, NICKARSON	0.00	208.40	0.00	104.06-
704.	34.	2	WEBB, AQILA D	0.00	447.93	40.93	57.94-
708.	38.	2	SIMS, DAVID E JR & PRINCE-SIMS, T D	0.00	4,884.74	6,184.74	1,300.00-
711.	4.	2	WILLIAMS, SANDRA L	0.00	0.00	0.00	28.15-
716.	22.	2	SKELDING, C & ORTIZA-SKELDING, B	0.00	5,211.08	6,959.22	931.90-
<del>721.</del>	<del>21.</del>	2	JOHNSON, GARY	0.00	1,719.99	0.00	915.51-
733.	12.	2	JOHNSON, DAVID E & BARBARA A	0.00	4,418.54	5,350.44	250.00- <i>PD</i>
735.	9.	2	HORNE, MELISSA	0.00	0.00	0.00	954.85-
801.	35.	2	CONNER, DORI	0.00	4,724.16	6,313.32	1,589.16-
805.	20.	2	LOWDEN, FRANCIS & SUSAN	0.00	0.00	0.00	401.98-
805.	26.	2	JACKSON, DARRELL & DEVONNE	0.00	4,983.16	6,951.34	937.37-
805.	35.	2	LARMORE, RODNEY SR & ADRIANNE	0.00	1,566.20	0.00	1,170.83-
805.	94.	2	AUGUSTIN, CAROLE	0.00	4,444.44	6,212.66	1,381.52-
808.	16.	2	SOMERSET, LINDA J	0.00	830.85	0.00	158.50-
<del>818.</del>	<del>69.</del>	2	THOMAS, MARK L & MARGIE L	0.00	5,288.78	6,459.61	191.16-
819.	13.	2	COVINGTON, ANTHONY & JUDITH ANNE	0.00	0.00	0.00	1,174.44- <i>PD</i>
821.	7.	2	FEWELL, JUANITA & BENJAMIN, CYNTHIA	0.00	5,066.04	7,794.11	1,311.00-
<del>827.</del>	<del>14.</del>	2	PREVIL, HENRY & MARIA	0.00	1,346.55	0.00	801.02-
827.	24.	2	BELL, JERROLD A & ALICE A	0.00	5,164.46	5,571.26	1,009.47- <i>PD</i>
832.	22.	2	CORACE, GREG D	0.00	702.24-	0.00	782.18-
<del>901.</del>	<del>33.</del>	2	MCCAIN, TERRELL & SONIA	0.00	4,853.66	6,222.88	1,002.92-
901.	103.	2	WHITAKER, BOBBY E & DORIS J	0.00	366.30	0.00	128.05- <i>PD</i>
<del>901.</del>	<del>231.</del>	2	YOUNG, HAMID & CILETTI, MELINDA	0.00	3,724.42	4,053.02	795.34-
<del>902.</del>	<del>40.</del>	2	HICKS-RODDY, TIANA M	0.00	200.55	6.81	331.98- <i>PD</i>
902.	94.	2	BERRIOS, MICHAEL P	0.00	0.00	0.00	1,099.51- <i>PD</i>
		2		0.00	48.07	0.00	75.73-

TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
902.	197.	2	BELL, BETTY & ARTHUR JR	0.00	3,708.88 993.20	4,736.09 0.00	34.01-
<del>903.</del>	<del>3.</del>	2	MEEKINS, LARRY B & VIVIAN C	0.00	3,651.90 1,432.50	5,553.89 0.54	469.49- <i>PD</i>
<del>903.</del>	<del>13.</del>	2	MOHAN, STEVE	0.00	3,802.12 0.00	4,721.46 0.00	919.34- <i>PD</i>
904.	7.	2	GARCIA, BENITA E	0.00	3,859.10 2,558.76	6,668.50 256.75	250.64-
1003.	22.	15F	GUYRE, DONNA J & BARNETT, D M & E M	0.00	0.00 0.00	1,341.62 0.00	1,341.62-
1007.	27.	2	THOMPSON, CELESTE	0.00	4,375.74 0.00	5,869.29 0.00	1,493.55-
1009.	68.	2	NARMAH, BETTY	0.00	4,993.52 0.00	6,046.69 0.00	1,053.17-
<del>1010.</del>	<del>9.</del>	2	PHILLIPS, ELAINE	0.00	4,541.90 78.66	4,699.22 0.00	78.66- <i>PD</i>
1017.	15.	2	BARNES, BEACHER	0.00	4,630.92 1,289.25	6,008.69 37.60	88.52-
<del>1017.</del>	<del>21.</del>	2	LAWRENCE, EDDIE S & JOCELYN H	0.00	5,314.68 0.00	6,599.75 43.04	1,285.07- <i>PD</i>
1017.	23.	2	MONTROSE, DUVAL & MARIE	0.00	4,681.36 0.00	5,015.61 0.00	334.25-
<del>1019.</del>	<del>12.</del>	2	KRUPER, JAMES A	0.00	5,433.82 0.00	6,578.79 0.00	1,144.97- <i>PD</i>
1022.	19.	2	BLIDI, PHILIP D & BEATRICE C	0.00	4,558.40 0.00	5,519.80 8.33	961.40-
<del>1023.</del>	<del>40.</del>	2	JOHNSON, SHARON A	0.00	5,076.40 0.00	6,147.05 0.00	1,070.65- <i>PD</i>
<del>1104.</del>	<del>22.</del>	2	DAVID, JUDE & RACHELE	0.00	7,511.00 0.00	10,037.62 0.00	2,526.62- <i>PD</i>
1104.	23.	2	LOCKLEAR, WALLACE & MARY	0.00	6,661.48 484.33	7,455.81 22.86	310.00-
<del>1109.</del>	<del>21.</del>	2	KING, KENNETH R SR	0.00	7,661.09 222.87	7,995.40 0.00	111.44- <i>PD</i>
1110.	44.	2	HOLMES, RICHARD P & CRISSANDRA E	0.00	7,091.42 0.00	8,806.09 0.00	1,714.67-
1111.	40.	15F	HORD, JAMES S & GERDA	0.00	5,242.16 4,136.55-	2,211.22 0.00	1,105.61-
1111.	51.	2	WILLIAMS, CHARLES & ERMA	0.00	2,055.24 3,388.94	5,555.24 0.00	111.06-
1119.	10.	2	DULAURIER, ROOSEVELT & URSULE	0.00	5,261.52 1,327.45	6,680.73 8.55	91.76-
1119.	14.	2	TOWNSEND, NANCY J	0.00	5,537.42 0.00	6,705.30 0.00	1,167.88-
1122.	5.	2	SMITH, FREDERICK L JR	0.00	5,822.32 0.00	7,780.89 0.00	1,958.57-
1123.	12.	2	CHESTNUT, JUSTUS	0.00	5,827.50 0.00	7,787.81 0.00	1,960.31-
1126.	16.	2	ARMSTEAD, REGINALD B & DENISE	0.00	5,542.60 1,881.35	7,476.77 0.00	52.82-
1129.	3.	2	BYRD, ELTON & LOUBERTA B	0.00	7,150.85	7,380.27	

TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
		2		0.00	152.95	0.00	76.47-
1130.	1.	15F	HILL CAROLYN E TRUSTEE RLT		150.77-	1,626.74	
1132.	2.		GERAGHTY, DENNIS & HACKER, SUSAN	0.00	150.78	0.00	1,626.73-
		2		0.00	6,415.99	6,989.11	
1132.	9.		BRADFORD, THOMAS & EVELYN	0.00	520.03	0.00	53.09-
		2		0.00	5,946.90	7,577.48	
1132.	14.		MCBRIDE, SHARON	0.00	155.14	6.14	1,475.44-
		2		0.00	5,682.46	5,816.54	
1135.	15.		ROBINSON, CLEOPHUS A II & LEONIA	0.00	0.00	0.00	134.08-
		2		0.00	6,292.34	7,590.59	
1135.	47.		BOYNTON, ROBERT	0.00	0.00	0.00	1,298.25-
		2		0.00	4,848.48	6,479.46	
1202.	16.		PRICE, LENORA M	0.00	0.00	0.00	1,630.98-
		2		0.00	3,615.64	4,378.21	
1202.01	72.		HARRIS, LETITIA D	0.00	0.00	0.00	762.57-
		2		0.00	3,983.42	4,264.68	
					144.21	0.00	137.05-

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Original Billed	104,138.04	104,137.55	125,172.84	174,266.00	507,714.43
Added/Omitted	1,982.95	1,982.86	0.00	38,334.31	42,300.12
Other Billing	2,061.73	1,105.61-	1,392.53-	7,214.09-	7,650.50-
Balance Adjustments (Prin)	3,586.41	4,739.26-	1,826.22	3,745.45	4,418.82
Payments (Prin)	125,460.52	120,874.83	134,794.59	257,913.60	639,043.54
Payments (Pnlt)	0.00	0.00	0.00	0.00	0.00
NSF (Prin)	0.00	0.00	0.00	0.00	0.00
NSF (Pnlt)	0.00	0.00	0.00	0.00	0.00
<b>Tax Balance (Prin + Pnlt)</b>	<b>13,691.39-</b>	<b>20,599.29-</b>	<b>9,188.06-</b>	<b>48,781.93-</b>	<b>92,260.67-</b>
Misc.Charge Adjustments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge Payments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge NSF (Prin)	0.00	0.00	0.00	0.00	0.00
<b>Total Balance (Prin + Pnlt)</b>	<b>13,691.39-</b>	<b>20,599.29-</b>	<b>9,188.06-</b>	<b>48,781.93-</b>	<b>92,260.67-</b>
Payments (Intr)	449.41	44.16	12.15	224.03	729.75
NSF (Intr)	0.00	0.00	0.00	0.00	0.00
Balance Adjustments (Intr)	0.00	0.00	0.00	0.00	0.00

Prior Yr/Prd Balance: 541.67-  
 Current Balance: 92,260.67-  
 Total Balance: 92,802.34-

*- 14,409.34- PAID*  
*78,333.00*  
*TOTAL 2006 DEDUCTIONS*  
*OVP.*

Number of Accts:	108	Senior Citizen	1
Land Value:	1,961,100	Disabled Person	0
Improvement Value:	8,889,400	Surviving Spouse	0
Limited Exemptions:	2,400	Veteran	5
Net Taxable Value:	10,848,100	Widow of Veteran	0

**RESOLUTION NO. 2007 - 139**

**A RESOLUTION AWARDING A BID FOR  
STRIPING OF VARIOUS STREETS**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Striping of Various Streets; and

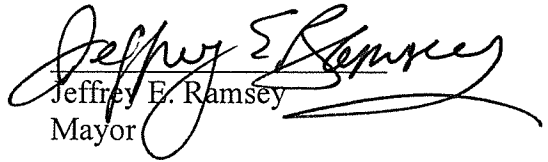
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Zone Striping, Inc., 501 New Jersey Avenue, Glassboro, New Jersey** in the amount of \$40,105.00 (representing the base bid); and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification .

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of September, 2007, that the bid be accepted as per the attached bid return sheet and recommendation of the Township Engineer; and

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

Certification Of Availability of Funds  
-----

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

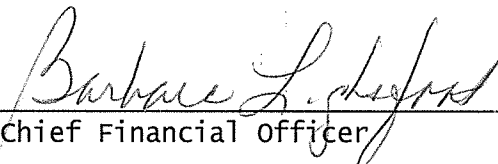
Resolution Date: 09/26/07  
Resolution Number: 2007-139

Vendor: ZONESTRI ZONE STRIPING INC.  
501 NEW JERSEY AVENUE  
GLASSBORO, NJ 08028

Contract: 07-00015 BID FOR STRIPING OF VARIOUS  
WILLINGBORO STREETS  
FILE# 0338G003

Account Number	Amount	Department Description
----------------	--------	------------------------

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Acting Chief Financial Officer

EDWARD VERNICK, PE, CME, President  
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS  
Michael D. Vena, PE, PP, CME  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

DIRECTOR OF OPERATIONS  
CORPORATE SECRETARY  
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES  
John J. Cantwell, PE, PP, CME  
Alan Dittenhofer, PE, PP, CME  
Frank J. Seney, Jr., PE, PP, CME  
Terence Vogt, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME  
Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
Marc DeBlasio, PE, PP, CME  
Leonard A. Faiola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME

Remington &  
Vernick Engineers  
232 Kings Highway East  
Haddonfield, NJ 08033  
(856) 795-9595  
(856) 795-1882 (fax)

15-33 Halsted Street, Suite 204  
East Orange, NJ 07018  
(973) 323-3065  
(973) 323-3068 (fax)

Remington, Vernick  
& Vena Engineers  
9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 2  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

Remington, Vernick  
& Walberg Engineers  
845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

Remington, Vernick  
& Beach Engineers  
922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

5010 East Trindie Road, Suite 203  
Mechanicsburg, PA 17050  
(717) 766-1775  
(717) 766-0232 (fax)

U.S. Steel Tower  
600 Grant Street, Suite 1251  
Pittsburgh, PA 15219  
(412) 263-2200  
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building  
252 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

Remington, Vernick  
& Arango Engineers  
243 Route 130, Suite 200  
Bordentown, NJ 08505  
(609) 298-6017  
(609) 298-8257 (fax)

September 17, 2007

Ms. Joanne Diggs, Acting Township Manager  
Township of Willingboro Municipal Complex  
1 Salem Road  
Willingboro, NJ 08046

Re: Township of Willingboro  
Striping of Various Streets  
Our File #0338G003

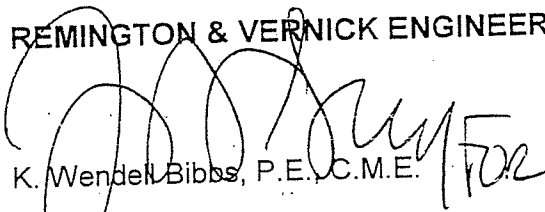
Dear Ms. Diggs:

We have tabulated the bids received on September 14, 2007, with reference to the above-captioned project and find the lowest bidder to be Zone Striping, Inc. 501 New Jersey Avenue, Glassboro, New Jersey in the amount of \$40,105.00, representing the Base Bid. A copy of the tabulation is enclosed for your review.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Zone Striping, Inc., for the Base Bid in the amount of \$40,105.00. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.



K. Wendell Bibbs, P.E., C.M.E.

Enclosure

cc: Mayor & Council, c/o Marie Anese, Clerk  
Michael Armstrong, Township Solicitor  
Eric Berry, Deputy Twp. Mgr.  
Richard A. Brevogel, Supervisor, DPW  
Richard G. Arango  
Syreeta Paul  
George LaPorte  
Raymond D. Longmore

t:\transportation\_bridge\willingboro township\0338g003 striping of various streets\specs\award ltr. 9-17-07.doc

Earning Our Reputation Every Day Since 1901

SEP 20 2007



**MEMORANDUM**

**TO:** K. Wendell Bibbs  
Frank J. Seney

**FROM:** Elaine E. Lashley

**RE:** Willingboro Township  
Striping of Various Streets  
Project No.: 0338G003

**DATE:** September 17, 2007

I have reviewed the bids submitted for the above-referenced project and have found no apparent errors and/or omissions. A copy of the bid tabulation has been attached for your review.

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Zone Striping, Inc	\$40,105.00
Traffic Lines, Inc.	\$48,640.00
The average bid price is:	\$44,372.50
Engineer's Estimate for this project:	\$95,800.00
The higher bidder is:	Zone Striping, Inc
The lower bidder is:	Traffic Lines, Inc.

**R** REMINGTON & VERNICK ENGINEERS  
**V** BID TABULATION

PROJECT NAME:

STRIPING OF VARIOUS STREETS

PROJECT NUMBER:

0338G003

CLIENT:

TOWNSHIP OF WILLINGBORO

Zone Striping, Inc.  
 501 New Jersey Avenue, P.O. Box 568  
 Glassboro, NJ 08028  
 (856-582-5900)  
 (BB, CS, SS, etc.)

Traffic Lines, Inc.  
 5100 Asbury Road  
 Farmingdale, NJ 07727  
 (732-919-3100)  
 (BB, CS, SS, etc.)

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	TOTAL
1	TRAFFIC MARKINGS, LONG-LIFE, HOT APPLIED THERMOPLASTIC	5300 SF	\$1.85	\$9,805.00
2	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN	139500 LF	\$0.20	\$27,900.00
3	MAINTENANCE AND PROTECTION OF TRAFFIC	1 LS	\$2,400.00	\$2,400.00
<b>TOTAL CONSTRUCTION COST</b>				<b>\$40,105.00</b>

UNITS PRICE	TOTAL
\$1.50	\$7,950.00
\$0.22	\$30,690.00
\$10,000.00	\$10,000.00
<b>\$48,640.00</b>	

RESOLUTION NO. 2007 - 140  
**A RESOLUTION PROVIDING FOR A MEETING NOT  
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
 MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

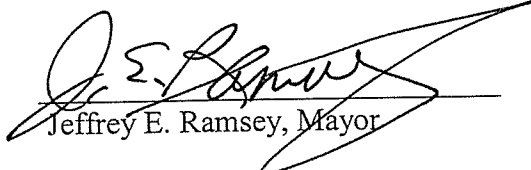
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.


*Personal Real Estate Matter From St. Dept of Ed.*

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Sept. 26, 2007, that an Executive Session closed to the public shall be held on Sept. 26 2007, at 6:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 Marie Anese, RMC  
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer				✓
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**RESOLUTION NO. 2007-141**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING**  
**AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

**WHEREAS**, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

**WHEREAS**, a request has been made of the Township Council assembled in public session on this 1st day of October 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

**NOW, THEREFORE**, upon motion duly made and seconded and passed by a vote of 5 in favor and None opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:


1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

- X   9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

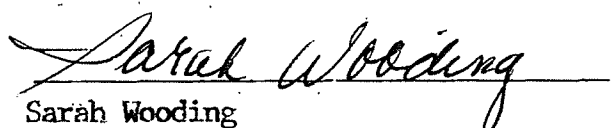
**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to \_\_\_\_\_  
Continued personnel evaluation for Public Safety Director  
\_\_\_\_\_  
\_\_\_\_\_

**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO

  
JEFFREY E. RAMSEY, Mayor

Attest:

  
Sarah Wooding  
Deputy Township Clerk

**RESOLUTION NO. 2007 - 142**

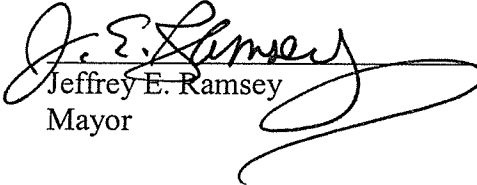
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments and appeals; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of October, 2007, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

<b>Recorded Vote</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

EDWIDGE V. JEANTY 9 POTTER LANE WILLINGBORO, N.J. 08046 BLOCK 330 LOT 32 9 POTTER LANE OVERPAYMENT TAXES	\$1543.85
COUNTRYWIDE TAX SERVICES PO BOX 10211 ATTN: TAX DEPT. SV-24 VAN NUYS, CA. 91410-0211 BLOCK 1003 LOT 22 10 NELSON COURT OVERPAYMENT TAXES	1341.62
LENDERS FIRST CHOICE 3850 ROYAL AVE. #2266860 SIMI VALLEY, CA. 93063 BLOCK 1009 LOT 93 6 NEWPORT LANE OVERPAYMENT TAXES	1146.07
MICHAEL A. JONES 29 BELMONT LANE WILLINGBORO, N.J. 08046 BLOCK 243 LOT 34 29 BELMONT LANE OVERPAYMENT TAXES	1355.66
MARY E. BILTON 6 PENNANT LANE WILLINGBORO, N.J. 08046 BLOCK 315 LOT 2 6 PENNANT LANE OVERPAYMENT TAXES	1002.00
BADRU, ABIOLA & NAHJERIAH 15 BEAVERDALE LANE WILLINGBORO, N.J. 08046 BLOCK 226 LOT 5 15 BEAVERDALE LANE OVERPAYMENT TAXES	26.78

FIRST AMERICAN REAL ESTATE TAX SERVICE  
ATTN: REFUNDS DEPT.  
PO BOX 961250  
FT. WORTH, TX. 76161-0250  
BLOCK 1111  
LOT 40  
63 TRIANGLE LANE  
OVERPAYMENT TAXES

\$1105.61



**RESOLUTION NO. 2007 – 143**

**AUTHORIZING A CONTRACT FOR WESTLAW SERVICES**

WHEREAS, the Township Council of the Township of Willingboro has requested access to Westlaw legal publications database; and


WHEREAS, it is in the best interest of the Township to have access to these materials; and


WHEREAS, the amount of the one year contract does not exceed the public bidding threshold; and

WHEREAS, the Director of Finance has certified that the necessary funding is available; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of October, 2007, that the Mayor is authorized to enter into an agreement for Westlaw services for one year at a monthly cost of \$410.40.

BE IT FURTHER RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of October, 2007, that a copy be forwarded to Westlaw and the Finance Director.

  
Jeffrey E. Ramsey  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* OCT-29-2007 MON 03:16 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* OCT-29 03:14 PM 18665351590 2'28" 7 SEND OK 154 \*  
 \* TOTAL : 2M 28S PAGES: 7 \*  
 \*\*\*\*\*

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD. WILLINGBORO. N.J. 08046**  
Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Gregory Ruane  
 COMPANY: West Law  
 DATE: 10/29/07  
 TO FAX NO. 1-866-535-1590

FROM: Marie Annese EXT. 6202 PAGES 7  
Investment Accounting

Westlaw.

WESTLAWPRO BRIDGE AMENDMENT

AVAILABLE ONLY TO NEW WESTLAW SUBSCRIBERS

Amendment to Subscriber Agreement for Westlaw and CD-ROM Libraries betw... TWP OF WILLINGBORO  
("Subscriber") and West, a Thomson business ("West") as follows.

1. Effect of Amendment. The underlying Subscriber Agreement for Westlaw and CD-ROM Libraries, of even date herewith including all Schedules and Order Forms thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.

2. Term and Termination. The Subscriber Agreement and this Amendment shall become effective upon approval and acceptance by West in St. Paul, Minnesota and shall continue in force and effect as set forth in 3.1 and 3.2 herein.

3. WestlawPRO Products

3.1 From the effective date of this Amendment and continuing for a minimum of 30 days thereafter ("Period 1"), Subscriber shall receive access, at no charge, to the WestlawPRO product(s) elected by Subscriber on the Order Form. Access to and use of all other Westlaw databases, Features and services shall be billed to Subscriber at then-current Schedule A Plan 1 WestlawPRO rates.

3.2 From the end of Period 1 and continuing 12 months thereafter ("Period 2"), Subscriber shall receive access to the WestlawPRO product(s) elected by Subscriber on the Order Form, at the rates set forth therein. All access to and use of all other Westlaw databases, Features and services will be billed at the then-current Schedule A Plan 1 WestlawPRO rates and/or Schedule A Plan 1 WestlawPRO rates.

3.3 All other terms and conditions of the Subscriber Agreement shall remain unchanged.

WEST

By: \_\_\_\_\_  
To be signed by authorized home office personnel only

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUBSCRIBER

By: Jeffrey E. Ramsey

Name (please print): JEFFREY E. RAMSEY

Title: MAYOR

Date: 10/23/07

Subscriber's Address: 1 Salem Rd

Willingboro NJ 08046

**NACI (New Account/Credit Increase) Form**



New Account  Increase to Credit Limit

Date 9/07

**CUSTOMER INFORMATION:**

Full Legal Name/Business Entity TOWNSHIP OF WILLINGBORO

Doing Business As (DBA) A MUNICIPAL CORPORATION

If Appropriate: Attn/Department ATTN: JOANNE DIGGS / ACTING TWP MANAGER

Street Address 1 Salem Rd Suite/Floor \_\_\_\_\_

City Willingboro State NJ County Burlington Zip 08046

Telephone 609-877-2100 Fax \_\_\_\_\_ Country USA

E-Mail Address joanne-diggs@willingborotwp.org Web Address \_\_\_\_\_

Ship to Name (if different from above) \_\_\_\_\_

Attention MICHAEL A. ARMSTRONG, SOLICITOR

Street Address 29 MAINBRIDGE LANE Suite/Floor \_\_\_\_\_

City Willingboro State NJ County Burlington Zip 08046 Country USA

Bill to Name (if different from above) TOWNSHIP OF WILLINGBORO

Attention JOANNE DIGGS, ACTING TWP MANAGER

Street Address 1 Salem Rd Suite/Floor \_\_\_\_\_

City Willingboro State NJ County Burl Zip 08046 Country USA

Tax Exempt Yes  No  If yes, attach copy of tax exempt certificate.

**Organization Affiliation (please check if applicable)**

Division of \_\_\_\_\_ Subsidiary of \_\_\_\_\_

Representative of \_\_\_\_\_ Branch of \_\_\_\_\_

**Type of Organization (select Single Best Option)**

- |   |   |  |
|---|---|--|
| <b>Local (general)</b>                                  | <b>Government (specific)</b>                  | <b>Other (specific)</b>                                      |
| <input type="checkbox"/> Solo Attorney                  | <input checked="" type="checkbox"/> Municipal | <input type="checkbox"/> Sole Proprietor/Commercial          |
| <input type="checkbox"/> Solo Suite                     | <input type="checkbox"/> County               | <input type="checkbox"/> Academic                            |
| <input type="checkbox"/> Small Firm/2-20 (# of attys)   | <input type="checkbox"/> State                | <input type="checkbox"/> Corporation                         |
| <input type="checkbox"/> Medium Firm/21-79 (# of attys) | <input type="checkbox"/> Federal              | <input type="checkbox"/> Reseller                            |
| <input type="checkbox"/> Large Firm/80+ (# of attys)    | <input type="checkbox"/> Tribal               | <input type="checkbox"/> Legal Association (e.g. bar assoc.) |
|   |   | <input type="checkbox"/> Non-Legal Association (e.g. NAACP)  |

If Appropriate: List Primary Practice Areas: General / Municipal

Check to receive important e-mail notifications and special promotions from West. We will not sell, rent or share your information with others.

**CONTACT INFORMATION:**

Active Partner/Officers Names & Titles: (please attach separate sheet if needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accounts Payable Contact: JOANNE DIGGS, ACTING TWP. MANAGER

Accounts Payable Telephone Number: 609 877 2200 X6200

09/24/2007 12:52 2159810317

FAX NO.

WEST INFO CENTER

PAGE 6

CREDIT INFORMATION:

Legal Business Structure:

Corporation Partnership LLC, LLP, etc. Individual Business Other

Annual Revenue Years in Business
Date Business Started Length of Present Ownership
Number of Employees

BANK REFERENCE

Name Address Phone Number Contact
Checking Account Number Loan Account Number Fax Number

TRADE REFERENCE

Name Address Phone Contact Fax Number

AUTHORIZATION

West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company.

Corporate Credit Authorization:

Owner/Officer Printed Name: JEFFREY E RAMSEY, MAYOR Date: 10/23/07
Owner/Officer Signature: [Signature]

Consumer Credit Authorization:

Owner/Officer Printed Name Date
Social Security Number
Home Address
Owner/Officer Signature
Owner/Officer Printed Name Date
Social Security Number
Home Address
Owner/Officer Signature

Should credit be granted by West, all decisions with respect to the extension or continuation shall be at the sole discretion of West. West does not discriminate against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age provided the applicant has the capacity to enter into a binding contract. West may terminate any credit availability within its sole discretion.

OCT-10-2007 WED 11:00 AM

FAX NO.

P. 06

09/24/2007 12:52 2159810317

WEST INFO CENTER

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WEST ORDER FORM
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000



Check West account status below as applicable:
Rep Name & Number Ruave / 0010825
New (NACI Form attached) Existing with Increase Credit Limit (NACI Form attached)
Retailing with no changes Existing with changes (Permanent name change must attach a Customer Name Change Form)
Acct # PO # Date 9/07
Name/Subscriber Villageboro Twp Bill To Acct #
Order Confirmation Contact Name Crystal Holmes-Bowling
E-Mail chb@armstronglawfirm.com
Westlaw Password Contact Name (for password delivery) Crystal Holmes-Bowling
E-Mail chb@armstronglawfirm.com
Permanent Address Change One-Time Ship To Additional Ship To Additional Bill To
Name Address City State County Zip Suite/Floor

WestlawPRO™/CD-ROM Products table with columns: Full Svc #, WestlawPRO/CD-ROM/WLEC Products, # of Passwords/TTYs/Students/Conn. CD Users, Monthly Banded/Basic Rate, Per User/Conn. User Rate, Other, Total Monthly WestlawPRO/CD/WLEC Charges. Includes rows for Municipal Library, Employment Practitioner, Employment Disc Coord, and NY Bar Plus w/ KCCAH.

Notes (including Key Code): 30% discount + 10% new customer discount = 40% discount

Total Monthly Charges \$ 410.40

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates.

Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than % over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than % over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than % over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

Subscriber's Initials 1 attorney or corporate users are employed by Subscriber at the location identified above (for WestlawPRO, CD-ROM and/or West LegalEdcenter Charges). If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber Monthly WestlawPRO Charges as applicable.

CD-ROM and/or West LegalEdcenter annual billing (please check if requested)

Internal Corporate Use Only END

OCT-10-2007 WED 11:01 AM

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P. 07

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WEST INFO CENTER

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West LegalEdcenter Online Features and Services:

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including usernames and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Tax shall be billed at their current rates via credit card billing.

**Technical Contact for Westlaw Patron Access and Campus Research**

Name (please print): \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Current Account #: \_\_\_\_\_

Subscriber Initials \_\_\_\_\_ Terminals will be used for Patron Access (not required for Campus Research).

WestlawPRO Renewals	
WestlawPRO Products	Current Monthly WestlawPRO Charges

Subscriber's Initials for 12 Month Renewal Term \* Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be \_\_\_\_\_% more than the current Monthly WestlawPRO Charges.

Subscriber's Initials for 24 Month Renewal Term \* Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months.

Subscriber's Initials for 36 Month Renewal Term \* Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

\* Effective at the end of the current Minimum Term ("Renewal Term"), Upon conclusion of the Renewal Term, Monthly WestlawPRO Charges are billed thereafter at then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the "Subscriber Agreement". Subscriber is responsible for all Excluded Charges as incurred.

Westlaw Passwords and QuickView+								
Last Name	First Name, M.I.	Jug	Clrk	Atty	Lib	Para	Other	Products
Armstrong	Michael			✓				Ami-C Law Bridgeway Development Dixie Court NOT Wns Plus w/ CALI

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder \_\_\_\_\_ Password \_\_\_\_\_ Authorized Act. # \_\_\_\_\_

OCT-10-2007 WED 11:01 AM

FAX NO.

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WEST INFO CENTER

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Print Products/Other Products					
Full Svc #	Print Products and Other Products	Quantity	Unit Charges	Other	Charges

Total Charges \$ \_\_\_\_\_

**Terms of Payment for Print Products.** West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ \_\_\_\_\_ per month plus tax for approximately \_\_\_\_\_ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

**Subscription Services and Passwords.** Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries; updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

**General Provisions.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatrued installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on delinquent accounts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

**Returns.** If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current return policies. Westlaw Charges and West LegalEducenter Charges are non-refundable.

Online Products to be Lapsed		
Full Svc #	Online Products	# of Passwords

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEducenter Subscriber Agreement (for West LegalEducenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X

Date \_\_\_\_\_

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name JEFFREY E. RAMSEY

Date \_\_\_\_\_

Signature Jeffrey E. Ramsey

For Credit Card Transactions only: Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ AmEx \_\_\_\_\_  
 Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Total Amt. to Charge \_\_\_\_\_



RESOLUTION NO. 2007 - 144

*Blended  
Res 2008-129*

**A RESOLUTION AWARDING A BID FOR  
LEAF DISPOSAL**

WHEREAS, the Township Council of the Township of Willingboro has requested that quotes be obtained for Leaf Disposal at a New Jersey State certified location; and

WHEREAS, quotes have been received based on the exemption from bidding under the Local Public Contracts Law NJSA 40A:11-5; and

WHEREAS, it appears to be in the best interest of the Township to accept the quote of Sunnyside Dairies, Inc., 613 Woodlane Road, Mount Holly, New Jersey 08060 in the amount of \$4.00 per cubic yard (based on 10,000 cubic yards at \$40,000.00); and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of October, 2007, that the quote be accepted as per the attached quote sheet specifications and recommendation; and

BE IT FURTHER RESOLVED, that the quotes be spread upon the minutes of this meeting.

*J. E. Ramsey*  
Jeffrey E. Ramsey  
Mayor

Attest:  
*Marie Annese*  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

Certification of Availability of Funds  
-----

This is to certify to the \_\_\_\_\_ of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

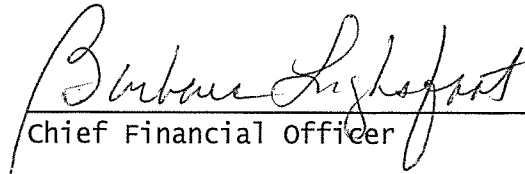
Resolution Date: 10/09/07  
Resolution Number: 2007-144

Vendor: SUNNY033 SUNNYSIDE DAIRIES INC.  
618 WOODLANE ROAD  
MT. HOLLY, NJ 08060

Contract: 07-00016 LEAF DISPOSAL

Account Number	Amount	Department Description
7-01-26-290-291-132	40,000.00	PUBLIC WORKS
Total	40,000.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

**An Agreement between Sunnyside Farms and the Township of Willingboro**  
**for**  
**Leaf Disposal Services**  
**for**  
**TOWNSHIP OF WILLINGBORO**  
**DEPARTMENT OF PUBLIC WORKS**

This Agreement made on this 15 day of Oct 2007, by the Township of Willingboro located at the Willingboro Township Municipal Complex One Salem Road, Willingboro, New Jersey 08046, (hereinafter Township) and Sunnyside Dairies, Inc., 613 Woodlane Road, Mount Holly, New Jersey 08060; and

**WHEREAS**, the purpose of this Agreement is to secure disposal services of organic material generated in the course of its leaf collection program to a pre-determined disposal site for the Willingboro Department of Public Works at a firm fixed priced for the term as shown below; and

**WHEREAS**, The contract shall be administered by the Willingboro Public Works Department for the Township of Willingboro, and as a result is exempt from public bidding requirements, in accordance with the local public contracts law, N.J.S. 40A:11-1, et seq; and

**WHEREAS**, Sunnyside Dairies, Inc. is a duly authorized disposal site engaged in the business of accepting for disposal organic material being either a Class C disposal site as designated by the New Jersey Department of Environmental Protection or having an exemption from this requirement by the NJDEP; and

**NOW THEREFORE** and in consideration of the mutual covenants and agreements contained herein, the parties intending to be bound agree that:

**1.0 Contract Term and Extension:**

The term of this Contract shall be effective beginning on or about November 1, 2007 and shall be in force for a period of one (1) year through **October 31**, 2008.

Upon mutual agreement of both parties, the contract maybe extended under the same terms and conditions on the anniversary date for additional one-year periods as provided under the Local Public Contract Law (LPCL N.J.S. 40A:11-1, et seq.).

**2.0 Estimated Quantities:**

Approximately ten thousand (10,000) loose cubic yards of organic yard waste will be delivered during the contract term. Quantities shown herein are estimated total annual requirements and are the for the purpose of bid evaluation. The Township of Willingboro reserves the right to order such quantities as may be required during the contract period, but does not guarantee any minimum or maximum to be ordered during the period specified. All requests as directed to the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

**3.0 Method of Award:**

It is the intent of the Township to award a single contract for all items herein to the lowest responsive and responsible bidder.

**4.0 Pricing:**

The contract shall be administered by the Willingboro Public Works Department for the Township of Willingboro. It is understood that all costs associated with disposal are included in the submitted bid. Pricing quoted herein shall be firm through the entire term of this contract. No escalation in pricing shall be permitted during the contract term. The pricing is \$4.00 per cubic yard, not to exceed \$40,000.00.

**5.0 Insurance Requirements:**

The contractor shall provide proof of Insurance Coverage in accordance with the Township of Willingboro's Insurance Requirements. In addition, the contractor shall provide proof of certification of an approved site to receive the materials by the New Jersey Department of Environmental Protection or DEP exemption.

5.1 Contractor agrees that with respect to above insurance, the Township of Willingboro shall:

- a. Be provided with thirty (30) days written notice of cancellation or material change.
- b. Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the Office of the Purchasing Agent, Township of Willingboro, 1 Salem Road, Willingboro, New Jersey, 08046

**6.0 Payments:**

6.1 The contractor shall furnish the Township with itemized invoices on a monthly basis, or as otherwise agreed upon with the Department of Public Works administration.

6.2 The Township of Willingboro is exempt from State Sales tax and Federal Excise tax. These taxes shall not be included in the submitted pricing. The Township shall provide tax exemption certificates upon request.

6.3 Invoices must be submitted by the Contractor to the Willingboro Township Department of Public Works, 429 JFK Way, Willingboro, NJ 08046. The Township will provide monthly payment on the 5th day of the month for the services provided by the contractor under this agreement, provided the contractor submits invoice(s) by the 15th day of the previous month.

6.4 Monthly payment is contingent upon work being completed by the contractor and/or contractor's employees as required by this agreement.

7.0 Inquiries regarding this Agreement shall be directed to Mr. Richard Brevogel, Director of Public Works. The Director can be reached at 609-835-1498.

8.0 A normal work week will be 5 days Monday through Friday but may be extended at the discretion of the Township. Disposal activities will take place between the hours of 7am and 6PM (Mon-Sun).

9.0 Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of New Jersey.

10.0 This is the entire Agreement between the parties and it cannot be changed or modified orally. This agreement may be supplemented, amended or revised only by a writing which is signed by each of the parties.

11.0 If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

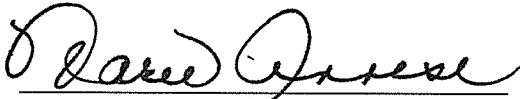
12.0 This agreement shall commence on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 and shall expire one year thereafter. The Township shall have the option, in its sole discretion, to extend the expiration date of the contract for a period not to exceed one additional year.

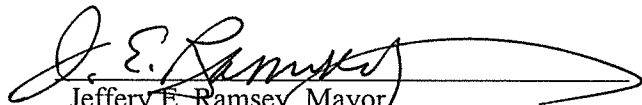
13.0 In witness whereof, the parties have set their hands and seals as of the date and year first written above.

14.0 The parties executing this Agreement acknowledge that they are authorized to act for the respective Corporate entities referenced herein below.

Attest:

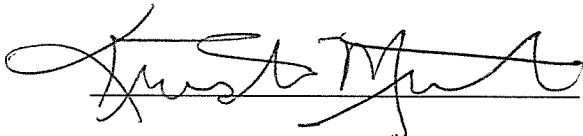
**TOWNSHIP OF WILLINGBORO**


  
\_\_\_\_\_  
Marie Annese, RMC  
Clerk

  
\_\_\_\_\_  
Jeffery E. Ramsey, Mayor

Witnessed:

**SUNNYSIDE DAIRIES, INC.**

  
\_\_\_\_\_

  
\_\_\_\_\_  
Roger J. Winner

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President  
CRAIG F. REMINGTON, PLS, PP, Vice President

## EXECUTIVE VICE PRESIDENTS

Michael D. Vena, PE, PP, CME  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

**DIRECTOR OF OPERATIONS**  
**CORPORATE SECRETARY**  
Bradley A. Blubaugh, BA, MPA

**SENIOR ASSOCIATES**  
John J. Cantwell, PE, PP, CME  
Alan Dittenhofer, PE, PP, CME  
Frank J. Seney, Jr., PE, PP, CME  
Terence Vogt, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME  
Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
Marc DeBlasio, PE, PP, CME  
Leonard A. Faiola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME

### Remington & Vernick Engineers

232 Kings Highway East  
Haddonfield, NJ 08033  
(856) 795-9595  
(856) 795-1882 (fax)

15-33 Halsted Street, Suite 204  
East Orange, NJ 07018  
(973) 323-3065  
(973) 323-3068 (fax)

### Remington, Vernick & Vena Engineers

9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 2  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

### Remington, Vernick & Walberg Engineers

845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

### Remington, Vernick & Beach Engineers

922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203  
Mechanicsburg, PA 17050  
(717) 766-1775  
(717) 766-0232 (fax)

U.S. Steel Tower  
600 Grant Street, Suite 1251  
Pittsburgh, PA 15219  
(412) 263-2200  
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building  
262 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

### Remington, Vernick & Arango Engineers

243 Route 130, Suite 200  
Bordentown, NJ 08505  
(609) 298-6017  
(609) 298-8257 (fax)

September 11, 2007

Ms. Joanne Diggs, Acting Township Manager  
Township of Willingboro Municipal Complex  
1 Salem Road  
Willingboro, NJ 08046

**Re: Township of Willingboro**  
**Department of Public Works Salt Barn**  
**Our File #0338T052**

Dear Ms. Diggs:

We have tabulated the bids received on June 29, 2007, with reference to the above-captioned project and find the lowest bidder to be Reilly Construction, Inc. 118 S. Warren Street, 3<sup>rd</sup> Floor, Trenton, New Jersey in the amount of \$398,265.60, representing the Base Bid. A copy of the tabulation is enclosed for your review.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Reilly Construction, Inc., for the *Base Bid* in the amount of \$398,265.60. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,

**REMINGTON & VERNICK ENGINEERS, INC.**



K. Wendell Bibbs, P.E., C.M.E.

Enclosure

cc: Mayor & Council, c/o Marie Annese, Clerk  
Michael Armstrong, Township Solicitor  
Eric Berry, Deputy Twp. Mgr.  
Richard A. Brevogel, Supervisor, DPW  
Richard G. Arango  
Syreeta Paul  
George LaPorte  
Raymond D. Longmore

t:\transportation\_bridgelwillingboro township\0338t052- salt storage facility\specs\award ltr. 9-11-07.doc

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www.rve.com

**MEMORANDUM**

**TO:** Frank J. Seney  
K. Wendell Bibbs

**FROM:** Elaine E. Lashley

**RE:** Willingboro Township  
Department of Public Works Salt Barn  
Project No.: 0338T052

**DATE:** July 2, 2007

I have reviewed the bids submitted for the above-referenced project and have found apparent errors and/or omissions. There are minor mathematical errors in the bid submitted by Reilly Construction, Inc. The Base Bid amount should be \$398,266.50, whereas \$398,265.60 was submitted.

On Alternate Bid No. 1, there are mathematical errors on Lines 7, 8 and 9. A Unit Price of \$101.49 was submitted for Line 10 with an amount of \$21,312.00; however, Line 10 states: "NO ITEM." Mathematical errors are also on Lines 11, 12, 13 (400 x \$10,240.00 = \$4,096,000.00), 15, and 16. The bid amount as submitted for Alternate Bid No. 1 is \$357,305.60.

There are minor mathematical errors on the bid submitted by Bulk Storage (Base bid = \$416,048.20 was submitted, whereas \$416,047.00 was submitted, and Alt. No. 1 = \$383,078.20, whereas \$383,077.00 was submitted). However, copies of the Public Works Contractor Registraton Forms were not included in the bid packet.

The list of successful bidders is as follows:

<b><u>CONTRACTOR</u></b>	<b><u>BASE BID AMOUNT</u></b>
Reilly Construction, Inc.	\$398,265.60
Bulk Storage Inc.	\$416,047.00
The average bid price is:	\$407,156.30
Engineer's Estimate for this project:	\$369,260.00
The lowest bidder is:	Reilly Construction, Inc.
The highest bidder is:	Bulk Storage Inc.
<b><u>CONTRACTOR</u></b>	<b><u>ALTERNATE BID NO. 1</u></b>
Reilly Construction, Inc.	\$357,305.60
Bulk Storage Inc.	\$383,077.00
The average bid price is:	\$370,191.30
Engineer's Estimate for this project:	\$338,260.00
The lowest bidder is:	Reilly Construction, Inc.
The highest bidder is:	Bulk Storage Inc.

**R** REMINGTON & VERNICK ENGINEERS  
**V** BID TABULATION

PROJECT NAME:  
 WILLINGBORO DEPARTMENT OF PUBLIC WORKS SALT BARN  
 PROJECT NUMBER:  
 0338T052  
 CLIENT:  
 TOWNSHIP OF WILLINGBORO

Reilly Construction, Inc.  
 118 S. Warren Street, Flr. 3  
 Trenton, NJ 08608  
 (609-278-3737)  
 ((BB, CS, SS, etc.))

Bulk Storage Inc.  
 28101 South Yates Avenue  
 Beecher, IL 60401  
 (708-946-9595)  
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	TOTAL	AS BID	UNITS PRICE	TOTAL	AS BID
1	SOIL EROSION & SEDIMENT CONTROL	1 LS	\$4,032.00	\$4,032.00		\$1,430.00	\$1,430.00	
2	EXISTING SALT BARN DEMOLITION	1 LS	\$19,200.00	\$19,200.00		\$9,300.00	\$9,300.00	
3	SITE PREPARATION & GRADING	1 LS	\$12,800.00	\$12,800.00		\$22,200.00	\$22,200.00	
4	DYNAMIC COMPACTION	1 LS	\$4,697.60	\$4,697.60		\$0.00	\$0.00	
5	40' x 48' ( 957 TON MIN. CAPACITY) SALT BARN BUILDING, COMPLETE & INSTALLED INCLUDING A 15' X 28' STAINLESS STEEL OVERHEAD GARAGE DOOR AND OPERATOR	1 LS	\$236,448.00	\$236,448.00		\$214,500.00	\$214,500.00	
6	25' X 48' LEAN-TO STRUCTURE, COMPLETE & INSTALLED	1 LS	\$29,926.40	\$29,926.40		\$36,200.00	\$36,200.00	
7	DENSE GRADED AGGREGATE BASE COURSE, 10" THICK	1150 SY	\$16.14	\$18,561.00	\$18,560.00	\$18.30	\$21,045.00	
8	GEOTEXTILE SUPPORT FABRIC	1150 SY	\$1.78	\$2,047.00	\$2,048.00	\$5.47	\$6,290.50	\$6,290.00
9	HOT MIX ASPHALT BASE COURSE, MIX I-2, 7" THICK	500 TON	\$68.20	\$34,100.00	\$34,099.20	\$110.00	\$55,000.00	
10	NO ITEM	0 N/A	\$0.00	\$0.00		\$0.00	\$0.00	
11	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 3" THICK	210 TON	\$101.49	\$21,312.90	\$21,312.00	\$112.50	\$23,625.00	
12	TACK COAT	180 GAL	\$4.27	\$768.60	\$768.00	\$8.29	\$1,492.20	
13	PRIME COAT	400 GAL	\$3.92	\$1,568.00		\$5.97	\$2,388.00	
14	ELECTRICAL INSTALLATION, INCLUDING ALL MATERIALS, LABOR & EQUIPMENT NEEDED FOR FULLY FUNCTIONAL 100 AMP ELECTRICAL SERVICE TO SALT BARN	1 LS	\$10,240.00	\$10,240.00		\$16,500.00	\$16,500.00	
15	TOPSOILING, 4" THICK	250 SY	\$7.19	\$1,797.50	\$1,798.40	\$12.80	\$3,200.00	
16	FERTILIZER AND SEEDING, TYPE A-3	250 SY	\$3.07	\$767.50	\$768.00	\$11.51	\$2,877.50	\$2,877.00
<b>TOTAL CONSTRUCTION COST</b>				<b>\$398,266.50</b>	<b>\$398,265.60</b>	*	<b>\$416,048.20</b>	<b>\$416,047.00</b>

\* Mathematical Error

**ALTERNATE BID #1**

1	SOIL EROSION & SEDIMENT CONTROL	1 LS	\$4,032.00	\$4,032.00		\$1,430.00	\$1,430.00	
2	EXISTING SALT BARN DEMOLITION	1 LS	\$19,200.00	\$19,200.00		\$9,300.00	\$9,300.00	
3	SITE PREPARATION & GRADING	1 LS	\$12,800.00	\$12,800.00		\$22,200.00	\$22,200.00	
4	DYNAMIC COMPACTION	1 LS	\$4,697.60	\$4,697.60		\$0.00	\$0.00	
5	40' x 48' ( 957 TON MIN. CAPACITY) SALT BARN BUILDING, COMPLETE & INSTALLED (WITHOUT OVERHEAD GARAGE DOOR)	1 LS	\$195,488.00	\$195,488.00		\$181,530.00	\$181,530.00	
6	25' X 48' LEAN-TO STRUCTURE, COMPLETE & INSTALLED	1 LS	\$29,926.40	\$29,926.40		\$36,200.00	\$36,200.00	
7	DENSE GRADED AGGREGATE BASE COURSE, 10" THICK	1150 SY	\$16.14	\$18,561.00	\$18,560.00	\$18.30	\$21,045.00	
8	GEOTEXTILE SUPPORT FABRIC	1150 SY	\$1.78	\$2,047.00	\$2,048.00	\$5.47	\$6,290.50	\$6,290.00



**R** REMINGTON & VERNICK ENGINEERS  
**V** BID TABULATION

PROJECT NAME:  
 WILLINGBORO DEPARTMENT OF PUBLIC WORKS SALT BARN  
 PROJECT NUMBER:  
 0338T052  
 CLIENT:  
 TOWNSHIP OF WILLINGBORO

Reilly Construction, Inc.  
 118 S. Warren Street, Flr. 3  
 Trenton, NJ 08608  
 (609-278-3737)  
 ((BB, CS, SS, etc.))

Bulk Storage Inc.  
 28101 South Yates Avenue  
 Beecher, IL 60401  
 (708-946-9595)  
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL	AS BID	UNITS PRICE		TOTAL	AS BID
9	HOT MIX ASPHALT BASE COURSE, MIX I-2, 7" THICK	500	TON	\$68.20	\$34,100.00	\$34,099.20	\$110.00	\$55,000.00		
10	NO ITEM	0	N/A	\$101.49	\$0.00	\$21,312.00	\$0.00	\$0.00		
11	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 3" THICK	210	TON	\$4.27	\$896.70	\$768.00	\$112.50	\$23,625.00		
12	TACK COAT	180	GAL	\$3.92	\$705.60	\$1,568.00	\$8.29	\$1,492.20	\$1,492.00	
13	PRIME COAT	400	GAL	\$10,240.00	\$4,096,000.00	\$10,240.00	\$5.97	\$2,388.00		
14	ELECTRICAL INSTALLATION, INCLUDING ALL MATERIALS, LABOR & EQUIPMENT NEEDED FOR FULLY FUNCTIONAL 100 AMP ELECTRICAL SERVICE TO SALT BARN	1	LS	\$10,240.00	\$10,240.00		\$16,500.00	\$16,500.00		
15	TOPSOILING, 4" THICK	250	SY	\$7.19	\$1,797.50	\$1,798.40	\$12.80	\$3,200.00		
16	FERTILIZER AND SEEDING, TYPE A-3	250	SY	\$3.07	\$767.50	\$768.00	\$11.51	\$2,877.50	\$2,877.00	
<b>TOTAL CONSTRUCTION COST</b>					<b>\$4,431,259.30</b>	<b>\$357,305.60</b>	*	<b>\$383,078.20</b>	<b>\$383,077.00</b>	*

\* Mathematical Error

RESOLUTION NO. 2007 - 136  
 A RESOLUTION PROVIDING FOR A MEETING NOT  
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
 MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

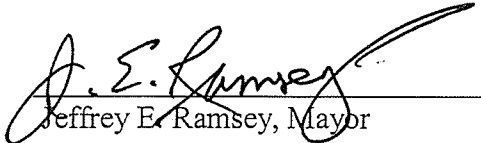
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

*Contract Negotiation - Episcopal Certificate (Delco)*


- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Sept. 11, 2007, that an Executive Session closed to the public shall be held on Sept. 11, 2007, at 7:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

  
 Jeffrey E. Ramsey, Mayor

Attest:

  
 Marie Annese, RMC  
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				✓
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**RESOLUTION NO. 2007 – 137**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING CONSENT TO WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, L.L.C. PURSUANT TO N.J.S.A. 40A:12A-9 TO ENTER INTO SPECIFIC REAL ESTATE TRANSACTIONS INVOLVING THE REDEVELOPMENT AREA.**

**WHEREAS**, the Willingboro Town Center Urban Renewal North, L.L.C. (hereinafter "Redeveloper") has made application to the Township of Willingboro (hereinafter "Township") for approval of development plans for Block 3, Lot 4.06 known as the "North Pad " property; and

**WHEREAS**, the conceptual development plans have been reviewed and approved by the Willingboro Township Planning Board, according to the Planning Board's Resolution No. 7-2007; and

**WHEREAS**, the development by Redeveloper, is in the best interest of the Township and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

**WHEREAS**, the Township and ReNEWal Willingboro, LLC, previously entered into an agreement entitled the "Redevelopment Agreement Between the Township of Willingboro and ReNEWal Willingboro, LLC, dated for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter the "Agreement") which addresses the redevelopment of the former Willingboro Plaza site (hereinafter the "Property" or "Site") pursuant to a Redevelopment Plan adopted by the Township (hereinafter the "Redevelopment Plan"); and

**WHEREAS**, ReNEWal Willingboro, LLC, and Delco Development, L.L.C. ("Delco"), entered into a Purchase and Sale and Option Agreement entered on or about September 14, 2004, as amended, whereby in part, ReNEWal and WUR granted to Delco or its assignee the option to purchase a portion of the subdivided ReNEWal Site comprising approximately 4.555 acres of land appearing on the current Willingboro tax map as Block 3, Lot 4.06; and

**WHEREAS**, Delco exercised its option to purchase Block 3, Lot 4.06 and created Willingboro Town Center Urban Renewal North, LLC as its assignee; to which it assigned its right to purchase Block 3, Lot 4.06 comprised of 4.555 acres , and;

**WHEREAS**, on or about May 17, 2005, the Township and Willingboro Town Center Urban Renewal North, L.L.C. (hereinafter "Redeveloper") entered into a "Redevelopment Agreement for A Commercial Development on Block 3, Lot 4.06, in the Willingboro Plaza Redevelopment Area of the Township of Willingboro and Burlington

County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal North, L.L.C.", appointing Willingboro Town Center Urban Renewal North, L.L.C. as the redeveloper of Block 3, Lot 4.06,; and

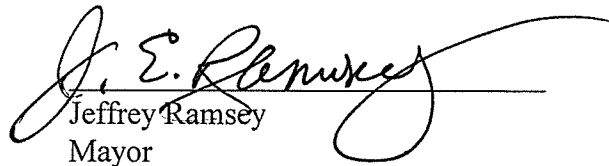
**WHEREAS**, Redeveloper intends to enter into a Mortgage, Assignment of Leases and Rents and Security Agreement (hereinafter "mortgage agreement") with CIBC Inc., ("CIBC") to grant a mortgage, assignment of leases and rents and security agreement on Block 3, Lot 4.06, the "North Pad" property, to secure a loan totaling six million two hundred thousand dollars (\$6,200,000.00) for the purpose of providing Construction loan financing in relation to the North Pad project site property improvements, as well as other improvements of the project; and

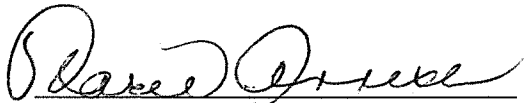
**WHEREAS**, the Township Council of Township of Willingboro has consented to the Mortgage in from CIBC to the Redeveloper in Resolution No.: 2007- 106 , on or about September 3<sup>rd</sup>, 2007; and

**WHEREAS**, the Township Council of the Township of Willingboro also consents to the execution of an Estoppel Certificate for the Redevelopment Agreement to CIBC in connection with the Mortgage agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of September, 2007, that the Township of Willingboro hereby consents to and authorizes the Mayor and Clerk to execute the Estoppel Certificate for the Redevelopment Agreement, subject to and provided said Certificate is in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. and the Redevelopment Plan.

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution be provided to Willingboro Town Center Urban Renewal North, L.L.C. for their information and attention.

  
Jeffrey Ramsey  
Mayor

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

ESTOPPEL CERTIFICATE  
FOR  
REDEVELOPMENT AGREEMENT

September 11, 2007

CIBC Inc.  
200 West Madison Avenue, Ste. 2610  
Chicago, Illinois 60606

Re: That certain Redevelopment Agreement between the Township of Willingboro, New Jersey, a municipal corporation of the State of New Jersey (the "Township") and Willingboro Town Center Urban Renewal North, LLC, a New Jersey limited liability company ("WTC"), dated as of May 17, 2005 (the "Redevelopment Agreement"), and that certain Financial Agreement for Long Term Tax Exemption between the Township and WTC's predecessor-in-title, dated December 11, 2000, as assigned (the "PILOT"; the Redevelopment Agreement and the PILOT are collectively the "Agreements") each concerning that certain real property located in Burlington County, New Jersey commonly known as Willingboro Town Center and more particularly described on Exhibit A attached hereto (the "Property").

Ladies and Gentlemen:

In connection with a loan to WTC and Willingboro Town Center North Manager, LLC, a New Jersey limited liability company ("WTC Manager"); WTC and WTC Manager shall collectively be referred to as "Borrower") by CIBC Inc., a Delaware corporation (together with its successors and assigns, "Lender"), to be secured by a mortgage on Borrower's right, title and interest in the Property (including without limitation WTC's fee interest in the Property), the undersigned, hereby warrants, represents, certifies and agrees to and with Lender that as of the date of this Certificate:

1. The Agreements are presently in full force and effect and have not been amended, modified or supplemented and there are no agreements other than the Agreements, whether oral or written, concerning the Property (or any portion thereof).
2. There is neither any default nor any event which, with the passage of time or the giving of notice, or both, would constitute a default under either of the Agreements by any of the parties thereto.
3. WTC has not assigned, transferred or encumbered any of its rights or obligations under the Agreements.
4. All work conducted to date by the Borrower at the Property conforms to the terms of the Agreements and the zoning and planning rules and regulations of the Township, including the redevelopment plan prepared by the Planning Board of the Township and adopted by the Township Council of the Township by Ordinance No. 1998-4 on May 5, 1998 (the "Redevelopment Plan").

5. The improvements (and the use thereof) contemplated by the Agreements and the use of the Property as a retail shopping center conforms to the terms of the Agreements and the zoning and planning rules and regulations of the Township, including the Redevelopment Plan.
6. To the extent required under the Agreements, the Township has heretofore received notice of the proposed mortgage financing in the aggregate principal amount of up to \$6,200,000 to be provided by Lender to Borrower (the "Loan") and secured by, among other things, a first priority mortgage against Borrower's right, title and interest (including without limitation WTC's fee estate) in the Property (as amended, modified, restated, supplemented and/or consolidated from time to time, the "Mortgage"). To the extent required under the Agreement, The Township hereby consents to the Mortgage and financing in connection therewith and agrees that Lender (and its successors and/or assigns) is and shall be entitled to the rights of a "Mortgagee" and a "Holder" as defined in Article 5 of the Redevelopment Agreement.
7. Pursuant to Article 5 of the Redevelopment Agreement, so long as the Loan remains outstanding, whenever notice or a demand shall be delivered to WTC or Borrower of a default or a breach under the Agreements, a copy of such notice shall be simultaneously sent to Lender at the following address: CIBC Inc., 200 West Madison Avenue, Ste. 2610, Chicago, Illinois 60606, with a copy to Cassin Cassin & Joseph, LLP, 711 Third Avenue, 20<sup>th</sup> Floor, New York, New York 10017, Attention: Michael J, Hurley, Jr., Esq., Facsimile No. 212-557-2952. Lender may change the party to receive notice for Lender by giving written notice to the Township.
8. Pursuant to Section 4.03 of the Redevelopment Agreement, to the extent required, the Township has received notice of and hereby consents to the Borrower leasing space at the Property to the following tenants and prospective tenants set forth on the rent roll attached hereto as Exhibit B.
9. Attached hereto as Exhibit C is a true and correct copy of the Agreement.
10. This Certificate may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.
11. The Township acknowledges that Lender, in making the Loan, is relying upon the accuracy of the statements and agreements of the Township in this Certificate. This Certificate shall be binding upon the Township, and its respective successors and assigns, and shall inure to the benefit of and be enforceable by Lender and its successors, assigns and designees only.
12. Nothing herein shall be construed to circumvent the Redevelopment Agreements, PILOT, Redevelopment Plan or the Local Redevelopment Law N.J.S.A. 40A:12A-1, et seq.

[no further text on this page]

THE TOWNSHIP OF WILLINGBORO,  
NEW JERSEY

By: Jeffrey E. Ramsey  
Name:  
Title:

ATTEST:  
David J. [Signature]  
Name:





Exhibit "A"

Exhibit "B"

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Tom Juliano

COMPANY: \_\_\_\_\_

DATE: 9/12/07

TO FAX NO. 1-856-316-4503

FROM: Mario Anese EXT. 6202 PAGES 9

SUBJECT: Res. 2007-137 - certified

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.

\*\*\*\*\*  
 \*  
 \* TRANSACTION REPORT P. 01 \*  
 \*  
 \* SEP-12-2007 WED 09:42 AM \*  
 \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* SEP-12 09:36 AM 18563164523 5'22" 9 SEND OK 728 \*  
 \*  
 \* TOTAL : 5M 22S PAGES: 9 \*  
 \*  
 \*\*\*\*\*

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
**Phone No. (609) 877-2200 Fax No. (609) 835-0782**

TELEFAX COVER SHEET

TO: Tom Juliano

COMPANY: \_\_\_\_\_

DATE: 9/12/07

TO FAX NO. 1-856-316-4503

FROM: MARIE ANNESE EXT. 6202 PAGES 9

**Dollar Tree Stores, Inc.**

**at**

**WILLINGBORO TOWN CENTER  
WILLINGBORO, NEW JERSEY**

Draft #5, 8/1/2007  
Willingboro Town Center  
Willingboro, NJ

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4. Audit Rights .....	<u>33</u>	Deleted: 33
5. Mechanic's Liens.....	<u>33</u>	Deleted: 33
6. Mortgagee Consent.....	<u>33</u>	Deleted: 33
7. Landlord Title Report.....	<u>33</u>	Deleted: 33
8. Recording .....	<u>33</u>	Deleted: 33
9. Severability.....	<u>34</u>	Deleted: 34
10. Attorneys' Fees.....	<u>34</u>	Deleted: 34
11. Jury Trial.....	<u>34</u>	Deleted: 34
12. Waiver.....	<u>34</u>	Deleted: 34
13. Force Majeure.....	<u>34</u>	Deleted: 34
14. No Partnership.....	<u>34</u>	Deleted: 34
15. Section Headings .....	<u>35</u>	Deleted: 35
16. Lease Inures to the Benefit of Assignees.....	<u>35</u>	Deleted: 35
17. No Presumption Against Drafter.....	<u>35</u>	Deleted: 35
18. Authority to Sign Lease.....	<u>35</u>	Deleted: 35
19. Entire Agreement .....	<u>35</u>	Deleted: 35
20. Landlord's Alteration.....	<u>35</u>	Deleted: 35
21. Radon Gas Disclosure .....	<u>35</u>	Deleted: 35
22. Same Shopping Center Relocation .....	<u>36</u>	Deleted: 36
<b>EXHIBIT A - Site Plan</b> .....	<u>38</u>	Deleted: 38
<b>EXHIBIT B - Legal Description</b> .....	<u>39</u>	Deleted: 39

<b>EXHIBIT C - Landlord's Work and Tenant's Work</b> .....	<u>40</u>	Deleted: 40
<b>EXHIBIT D - Tenant's Sign Package</b> .....	<u>47</u>	Deleted: 47
<b>EXHIBIT E - Exclusives and Restrictions</b> .....	<u>53</u>	Deleted: 53

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made as of this \_\_\_\_ day of \_\_\_\_\_, 2007, between WILLINGBORO TOWN CENTER NORTH MANAGER, LLC, a New Jersey limited liability company whose address is 560 Fellowship Road, Suite 214, Mt. Laurel, NJ 08054 (hereinafter referred to as "Landlord") and DOLLAR TREE STORES, INC., a Virginia corporation whose address is 500 Volvo Parkway, Chesapeake, Virginia 23320 (hereinafter referred to as "Tenant").

### WITNESSETH

THAT in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

#### A. BASIC LEASE PROVISIONS AND DEFINITIONS

The following constitute the basic provisions of this Lease:

1. Premises ("Premises"). Landlord hereby leases to Tenant the space within a one-story unit without basement, balcony, or mezzanine described as follows:
  - a. Shopping Center (as defined in B.1)      Willingboro Town Center  
Address    4364 Rt. 130 North  
Space Number  
City, State, Zip Code                              Willingboro, NJ 08046  
County     Burlington  
  
Square Footage                                      **Approximately 11,500 square feet**  
Frontage    115'
  - b. Tenant's Proportionate Share ("Tenant's Proportionate Share"). **Initially 46.0%**. Tenant's Proportionate Share shall be equal to a fraction, the numerator of which shall be the number of square feet of gross leasable area within the Premises (11,500 square feet) ("Premises GLA") and the denominator of which shall be the number of square feet of gross leasable area within the Shopping Center (approximately 25,000 square feet) ("Shopping Center GLA"). **In no event shall Tenant's Proportionate Share exceed 50.0%.**
2. Permitted Use ("Permitted Use"). The retail sale of general merchandise including food products as well as other items typically sold in similar Dollar Tree stores. Tenant agrees that no one category will become the principal product of Tenant's retail business, and Landlord covenants that, **so long as Tenant is not in default hereunder beyond any applicable notice and cure period**, Tenant will be permitted to occupy the Premises for the entire Lease Term for the uses herein specified. Landlord warrants that as of the date hereof there are no recorded or unrecorded restrictions or other tenant exclusives that would prohibit Tenant's use of the Premises as stated above, **provided, however, Tenant agrees that the Premises and Shopping Center are subject to certain exclusives and restrictions that are in place as of the date hereof affecting the Premises which are attached hereto as Exhibit E, and Tenant shall not violate such exclusives and restrictions set forth in Exhibit E.** In addition, during the Lease Term Tenant may, with written notice to Landlord, change Tenant's use to any lawful retail purpose that **does not violate other existing written tenant exclusives or other written restrictions**, if any, in place at the time of Tenant's change of use.

3. Addresses.

a. Landlord Notices to: Willingboro Town Center North  
Manager, LLC  
c/o Delco Development, LLC  
560 Fellowship Road, Suite 214  
Mt. Laurel, NJ 08054  
Attn: Thomas Juliano  
Telephone: (858) 234-5151  
Facsimile: (858) 234-6051

b. Tenant Notices to: Dollar Tree Stores, Inc.  
Attn: Lease Administration Department  
500 Volvo Parkway  
Chesapeake, VA 23320  
Telephone: (757) 321-5000  
Facsimile: (757) 321-5220

Billing/Invoices to: Dollar Tree Stores, Inc.  
500 Volvo Parkway  
Department 300  
Chesapeake, VA 23320  
Reference: Store # (to be furnished)

4. Effective Date of Lease ("Effective Date"). The Effective Date shall be the date upon which this Lease has been fully executed by both Landlord and Tenant (with all Exhibits completed and attached), and a fully executed copy hereof delivered to both parties.

5. Delivery.

a. Delivery Date for Possession of Premises ("Anticipated Delivery Date"). September 15, 2007, subject to the extension as provided in Section D.1.c(1) of this Lease.

b. Turnover Date. The Turnover Date ("Turnover Date") shall be the date the Premises are actually delivered to Tenant in accordance with the terms of this Lease, but in no event earlier than the Anticipated Delivery Date unless approved in writing by Landlord and Tenant.

6. Lease Term Commencement Date ("Lease Term Commencement Date"). The term of this Lease shall commence the later of (a) one hundred twenty (120) days after the Turnover Date or (b) ninety (90) days after the issuance of Tenant's building permit for Tenant's Work (the "Building Permit"), as long as Tenant is diligently pursuing its permits.

Tenant shall immediately file all applications and plans necessary to obtain its Building Permit, with copies to be simultaneously sent to Landlord and Tenant shall thereafter use its good faith, diligent efforts to obtain its Building Permit. Tenant shall comply with all reasonable requests of the applicable governing bodies in order to obtain its Building Permit. Tenant shall promptly furnish a copy

of its Building Permit to Landlord upon receipt. If Tenant fails to obtain its Building Permit within sixty (60) days after the date hereof, Landlord shall have the right, at Landlord's option, to obtain the Building Permit on Tenant's behalf with Tenant's consent and at Tenant's reasonable cost. If Landlord is unable to obtain the Building Permit within sixty (60) days after commencing efforts to do so or if Landlord does not elect to obtain the Building Permit on Tenant's behalf, this Lease shall terminate. If Landlord obtains the Building Permit, Tenant shall be deemed to have obtained the Building Permit on the date the same is actually received by Tenant.

7. Rent Commencement Date ("Rent Commencement Date"). Tenant's obligation to pay Base Rent and Additional Rent shall commence upon the Lease Term Commencement Date.
8. Term of this Lease.
  - a. The Original Lease Term ("Original Lease Term") shall commence upon the Lease Term Commencement Date and, subject to Section C.1, shall expire on the last day of the one hundred twentieth (120) full month following the Lease Term Commencement Date ("Lease Expiration Date"), unless sooner terminated in accordance with the terms of this Lease.
  - b. Tenant shall have the right and option to extend the term of this Lease for two (2) additional periods of five (5) years each (each period referred to as "Renewal Term") in accordance with Section C.3.

Each of the Original Lease Term and Renewal Term(s), if so exercised, shall be individually deemed a "Lease Term" for the purposes of this Lease.

9. Base Rent ("Base Rent").

LEASE TERM	YEARS	PER SQ FT	MONTHLY	ANNUALLY
Original Lease Term	1-10	\$13.00	\$12,458.33	\$149,500.00
First Renewal Term	11-15	\$14.65	\$14,039.58	\$168,475.00
Second Renewal Term	16-20	\$15.65	\$14,997.92	\$179,975.00

10. Additional Rent. Any amounts, other than Base Rent, to be paid by Tenant to Landlord pursuant to the provisions of this Lease, including the Common Area Maintenance Charge (as defined in Section G.2), Real Estate Taxes (as defined in Section F.1), and Property Insurance (as defined in Section L.4.a), whether such payments are to be periodic and recurring or not, shall be deemed to be "Additional Rent" and otherwise subject to all provisions of this Lease as to the default in the payment of Base Rent. Additional Rent shall commence on the Rent Commencement Date.
11. Operating Charges. Tenant's Proportionate Share of the Common Area Maintenance Charge, Real Estate Taxes, and Property Insurance (collectively, "Operating Charges") will not exceed \$3.21 per square foot for the first full calendar year (as further defined herein) of the Original Lease Term and shall be paid throughout the term of this Lease as follows (For purposes of this Section A.11, the term "first full calendar year" shall be defined as the period commencing on the Rent Commencement Date and ending on the immediately following December 31, unless such period is less than five [5] months, in

which event the first full calendar year shall end on December 31 of the subsequent full calendar year):

- a. Common Area Maintenance. Tenant shall pay Tenant's Proportionate Share of the actual Common Area Maintenance Charge in accordance with Section G.4 of this Lease; provided however, Landlord represents that Tenant's Proportionate Share of the actual Common Area Maintenance Charge during the first full calendar year of the Original Lease Term will not exceed \$1.25 per square foot. Thereafter, annual increases for the Common Area Maintenance Charge will not exceed five percent (5%) of the lesser of (i) Tenant's Proportionate Share of the actual Common Area Maintenance Charge or (ii) the amount paid by Tenant for the previous calendar year. Annual increases shall be calculated in this manner on a non-cumulative basis for the entire Original Lease Term and any Renewal Term(s) thereof. Increases in snow removal and treatment and utility rate increases are not subject to the Common Area Maintenance Cap. If Tenant elects to extend the term of this Lease pursuant to the provisions herein, Landlord and Tenant agree that Tenant's share of Liability Insurance will be adjusted on the first day of the First Renewal Term shall be adjusted so that Tenant will pay its pro rata share of the actual cost of Liability Insurance and for each year after the first year of such renewal period, Tenant's Proportionate Share of the Common Area Maintenance Charge will not increase by an amount greater than five percent (5%) of Tenant's share of CAM (excluding increases in snow removal and treatment and utility rate increases) for the preceding year of the Lease Term on a non-cumulative basis.
  - b. Real Estate Taxes. Tenant shall pay Tenant's Proportionate Share of actual Real Estate Taxes in accordance with Section F.2 of this Lease; provided, however, Landlord represents that Tenant's Proportionate Share of actual Real Estate Taxes during the first full calendar year of the Original Lease Term will not exceed \$1.63 per square foot.
  - c. Property Insurance. Tenant shall pay Tenant's Proportionate Share of actual Property Insurance premium in accordance with Section L.4.b of this Lease; provided, however, Landlord represents that Tenant's Proportionate Share of the actual Property Insurance premium during the first full calendar year of the Original Lease Term will not exceed \$0.33 per square foot.
  - d. Adjustment. Notwithstanding anything to the contrary in this Lease (other than Section W.4 below), in the event there are any additional sums due from Tenant to Landlord resulting from an error in calculation of any Additional Rent payable by Tenant under this Lease ("Adjustment"), Landlord shall notify Tenant of any such Adjustment within twenty-four (24) months after the end of the period used by Landlord in estimating Landlord's cost to which such Adjustment is applicable. If Landlord fails to notify Tenant of any such Adjustment within such twenty-four (24) month period, Landlord's claim to such Adjustment shall be deemed waived.
12. Early Termination. Intentionally Deleted.
  13. Exclusive Use and Restricted Uses. As a material inducement for Tenant to enter into this Lease, Landlord hereby agrees that, so long as Tenant is not in default hereunder and Tenant is open and operating in the entire Premises as a Dollar Tree

store in the same manner as all of Tenant's other Dollar Tree stores in the Delaware Valley:

- a. Landlord shall not lease, rent, occupy or permit any other premises in the Shopping Center to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant, for the operation of a single price point variety retail store ("Exclusive" or "Exclusive Use"). For the purposes of this Lease, a single price point variety retail store is defined as a store that offers all of its merchandise for sale at a single price point.
- b. Landlord will not permit any other occupant in the Shopping Center to operate the following uses (hereinafter, "Restricted Uses") without Tenant's consent and such consent shall be in Tenant's sole and absolute discretion:
  - (1) Variety retail operations with the word "Dollar" in their trade name;
  - (2) A close-out store; or
  - (3) A retail store whose "principal business" (hereinafter defined) is:
    - a. Selling variety retail merchandise at a single price point;
    - b. Selling a combination of gifts, cards, and other party supplies; however, Landlord shall be permitted to lease to a Hallmark card store or similar use; or
    - c. Selling a combination of artificial flowers and picture frames, except as an incidental part of their business.

For the purpose of this Section, "principal business" shall be defined as selling such merchandise in twenty-five percent (25%) or more of the sales floor area (including one-half [1/2] of the adjacent aisle space).

Notwithstanding the foregoing, this Section A.13 shall not apply to any current occupant or tenant of the Shopping Center who is operating under their current use clause or trade name as of the date of this Lease; provided, however, in the event Landlord's consent is required for a change in permitted use or trade name, Landlord shall not consent to a change of any tenant's use or trade name which would violate the Exclusive Use or Restricted Uses.

If any provision of this Section A.13 is violated and such violation continues for a period of thirty (30) days after written notice from Tenant, Tenant's rights and remedies shall be as follows:

- y. Paying Exclusive Alternate Rent (as hereinafter defined) beginning immediately after the violation occurs and continuing until the violation is cured. For the purposes of this Lease, "Exclusive Alternate Rent" shall be equal to one percent (1%) of Gross Sales, as defined in Section E.3, from the Premises (not to exceed one-half [1/2] of all rents due under this Lease). Tenant shall pay Exclusive Alternate Rent in the manner set forth in Section E.2 of this Lease until the violation is cured.

- z. The right to terminate this Lease with thirty (30) days written notice to Landlord, which shall be a continuing option until such violation is cured.

In the event Tenant does elect to terminate this Lease pursuant to this Section A.13, Landlord shall reimburse Tenant within thirty (30) days of Landlord's receipt of written notice for the unamortized value (using a straight-line amortization schedule over the Original Lease Term) of the cost of Tenant's initial improvements and other costs incurred by Tenant in connection with Tenant's Work. Tenant shall deliver to Landlord within thirty (30) days after the Rent Commencement Date, a detailed schedule of Tenant's Work and the cost thereof. The foregoing rights and remedies shall be in addition to all other rights and remedies available at law or in equity to Tenant for violation of the Exclusive Use or Restricted Uses.

Notwithstanding the foregoing, Landlord shall not be considered to be in violation of this provision if a tenant in the Shopping Center acts as a "Renegade Tenant" (which is defined as another tenant within the Shopping Center who violates Tenant's Exclusive and such tenant's lease would not allow such violation without Landlord's consent). In such event, Landlord agrees to pursue commercially reasonable efforts to stop the Renegade Tenant's continued operation in violation of Tenant's Exclusive. Such efforts shall include but not be limited to (i) filing of pleadings in a court of competent jurisdiction and diligently pursuing such litigation to conclusion (however, Landlord shall not be obligated to pursue an appeal of a final decision of the court); and (ii) filing for temporary or permanent injunctive relief asking the court to stop the Renegade Tenant from violating Tenant's Exclusive. In the event of such violation as provided above, Tenant shall remain at full Base Rent plus full Additional Rent for eight (8) months beginning after the violation occurs. If the violation has not been cured after said eight (8) months, Tenant shall begin paying as Alternate Rent the lesser of (x) one percent (1%) of Gross Sales in the Premises or (y) one-half (1/2) of all rents due under this Lease, until the violation is cured. However, if the violation has not been cured after twelve (12) months, Tenant shall have the option to terminate this Lease. If Tenant elects to terminate this Lease as a result of the violation of the Exclusive by a Renegade Tenant, Tenant shall provide Landlord with thirty (30) days' written notice of termination. Should Tenant elect not to terminate this Lease, Tenant shall return to paying full Base Rent and Additional Rent upon commencement of the Renewal Term.

14. Opening Co-Tenancy. Intentionally Deleted.
15. Tenant Allowance. As a material inducement for Tenant to enter into this Lease, so long as Tenant is not in default hereunder, Landlord hereby agrees to pay the sum of One Hundred Sixty-Three Thousand Eight Hundred Seventy-Five Dollars (\$163,875.00) ("Landlord's Cash Contribution") within thirty (30) days after the later of (i) the date Tenant opens for business, (ii) the date on which Tenant completes Tenant's Work and delivers to Landlord a certificate of occupancy, (iii) Tenant has opened for business (iv) Tenant has delivered to Landlord a final lien waiver from Tenant's general contractor that all subcontractors have been paid and (v) Tenant has submitted a written request for Landlord's Cash Contribution. If payment is not made by Landlord within such thirty (30) day period, Tenant will have the right to collect any or all of Landlord's Cash Contribution, together with interest at the rate of twelve percent (12%) per annum, by taking a credit against one hundred percent (100%) of



Base Rent and Additional Rent commencing on the next installment of rent after such nonpayment by Landlord.

B. PREMISES AND SHOPPING CENTER

1. **Description.** The Premises, as described in Section A.1.a of this Lease, is crosshatched on the site plan attached hereto as Exhibit A, which site plan includes a WB-67 truck template, to scale, at each turn or change in vehicle direction. The term "Shopping Center", as used in this Lease, shall be deemed to mean that certain retail shopping facility located at the address set forth in Section A.1.a above, as more fully described in the legal description attached hereto as Exhibit B. **The Premises shall be subject to, and Landlord reserves to the use of Landlord and all affected tenants and occupants of the Shopping Center, and to all utility suppliers, a right of way and easement through and within all exterior walls, party walls, ceilings (above the level of the lower face of the finished drop-ceiling) and other areas outside of the area of space enclosed by the interior surfaces of the walls, ceiling and floor slab enclosing the Premises (but also including interior columns, pipes, chases, conduits) for the installation, operation, use, maintenance, repair and replacement of ducts, pipes, conduits, wires and other facilities, devices and equipment providing utility services to and for the structural support of the other portions of the Shopping Center.**
  
2. **Access.** Landlord represents that, on the Turnover Date, there shall be tractor-trailer access to and from the rear service door of the Premises sufficient to support Tenant's WB-67 tractor-trailer delivery and dumpster-truck ingress to and egress from Tenant's dumpster, and such access shall remain throughout the Lease Term **subject to events outside of Landlord's control.** Landlord will take no action which would deprive Tenant's WB-67 tractor-trailers or dumpster-trucks of such continued ingress and egress as shown on the Site Plan, **except as required by applicable law and except for necessary repairs which are diligently pursued.** Landlord warrants that no material change in the site plan shall occur without Landlord first notifying Tenant; provided however, **except as required by applicable law,** in no event will any change to the site plan interfere with Tenant's ability to receive deliveries, Tenant's trash pick-up, access to and from the Premises and Shopping Center or the visibility of the Premises. Tenant approves the construction of the buildings and improvements depicted on the Site Plan and landscaping as required by Landlord's governmental approvals to develop the Shopping Center, and reasonable replacements thereof. In addition, Landlord shall have the right to reconfigure the areas within the building pad designated as "A" on the Site Plan to accommodate the design required by a national or regional tenant, so long as access to the rear of the Premises and Tenant's loading facilities is not materially and adversely affected.
  
3. **Right to Remeasure.** Prior to the Rent Commencement Date, Landlord and Tenant shall have the right to remeasure the Premises to determine the Premises GLA. In the event the remeasurement discloses that the actual Premises GLA as set forth in Section A.1.b is incorrect, Landlord and Tenant shall execute an amendment to this Lease (i) reflecting the actual Premises GLA; (ii) adjusting the Base Rent based on the new square footage; and (iii) adjusting Tenant's Proportionate Share of the Shopping Center as defined in Section A.1.c, and all other charges accruing under this Lease which are based on the actual Premises GLA. In the event of an adjustment, Tenant will pay any excess Base Rent or Additional Rent owed to Landlord within thirty (30) days after receipt of a statement, or Tenant shall take a credit for any overpayment against the next monthly Base Rent and Additional Rent payments. For the purposes of this Lease, the Premises

shall be measured from the exterior face of any exterior walls and to the centerline of common walls.

C. TERM OF THIS LEASE

1. Term of this Lease. The term of this Lease shall be for the period set forth in Section A.8, as the same may be extended pursuant to Section C.3 below. Notwithstanding anything to the contrary contained herein, in no event shall the Lease Expiration Date, as defined in Section A.8, occur during the months of October, November, or December, and in such event the Lease Expiration Date shall be extended to January 31 following the date of natural expiration of this Lease.
2. Commencement Certificate. Upon the Rent Commencement Date, Tenant will prepare a written instrument to be signed by all parties stipulating the Lease Term Commencement Date, the Rent Commencement Date, the Lease Expiration Date, and any other critical dates as provided in this Lease.
3. Option to Renew. Provided Tenant is not in default beyond any applicable cure period under any of the terms and provisions herein contained at the time of renewal, Landlord hereby grants to Tenant the option to renew this Lease for the periods stipulated in Section A.8. The First Renewal Term and each succeeding Renewal Term(s) (if any) shall be based upon all the terms and conditions contained in this Lease except for payment of Base Rent that shall be increased pursuant to Section A.9. Notice of election by Tenant to exercise each option shall be given to Landlord in writing at least twelve (12) months prior to the expiration of the Lease Term.. If Tenant fails to timely exercise the First Renewal Term, Tenant shall have no further right to exercise subsequent Renewal Terms.

D. CONSTRUCTION

1. Delivery.
  - a. Delivery Conditions. The Anticipated Delivery Date of the Premises from Landlord to Tenant shall be as set forth in Section A.5.a. Tenant will not be required to accept delivery of Premises between September 15<sup>th</sup> and October 31<sup>st</sup>. Except as specifically provided otherwise in this Lease, Tenant shall accept the Premises in Substantially Complete condition, as hereinafter defined. "Substantially Complete" is defined as: parking lot complete (provided final course paving and striping may be delayed (not to exceed thirty (30) days from the Turnover Date) based on prudent construction sequencing and weather issues so long as the parking lot is base course paved and Tenant is able to make deliveries and customers have free ingress and egress to the Premises and provided further that the parking areas and other Common Areas in the area of building pad "A" need not be completed), the Delivery Conditions (as hereinafter set forth) fulfilled, including, without limitation, the substantial completion of Landlord's Work as set forth in Exhibit C, and a temporary or permanent certificate of occupancy, or other similar permit is issued, if the same are routinely issued in the jurisdiction in which the Shopping Center is located. Notwithstanding the foregoing, Landlord shall not be deemed to have delivered the Premises unless and until all of the following conditions have been fulfilled (collectively referred to as the "Delivery Conditions"):

- 1) All utilities (water, gas, sewer, electricity and telephone service) and the sprinkler system (if applicable) are separated and brought to the point of connection to the Premises and in good working order;
  - 2) The Premises are in compliance with all applicable building codes pursuant to Section D.4 of this Lease, to the extent of Landlord's Work;
  - 3) The building and foundations of which the Premises forms a part are structurally sound and the floor slab of the Premises is level and ready for covering;
  - 4) The roof is structurally sound and water tight;
  - 5) No asbestos or Hazardous Materials exist within the Premises pursuant to Section V.2;
  - 6) All doors and plate glass of the Premises are in good working order; and
  - 7) All of Landlord's Work pursuant to Exhibit C attached hereto and the final approved plans and specifications is Substantially Complete other than minor punch-list items that do not materially and adversely affect the performance of Tenant's Work. In addition, Landlord may delay installation of landscaping based upon weather conditions.
- b. Upon Landlord's completion of all the forgoing Delivery Conditions, Landlord shall notify Tenant in writing ("Delivery Notice") that all Delivery Conditions have been fulfilled and Landlord is ready to deliver the Premises. As soon as practical, but not later than five (5) business days after the Delivery Notice, Tenant will arrange an inspection ("Delivery Inspection") of the Premises with Landlord to insure that all Delivery Conditions have been fulfilled. Tenant may, but shall not be required to, conduct the Delivery Inspection prior to the Anticipated Delivery Date. If the Delivery Inspection confirms that all Delivery Conditions have been fulfilled, then Tenant will accept delivery of the Premises, and the date of the Delivery Notice shall conclusively be the Turnover Date as referenced in Section A.5.b of this Lease. If it is determined at the time of Delivery Inspection that all Delivery Conditions have not been satisfied then Tenant will not be required to accept delivery of the Premises at that time. Once Landlord has completed or corrected the deficiency in the Delivery Conditions, Landlord will again provide a Delivery Notice to Tenant and arrange for another Delivery Inspection. This process shall continue until all Delivery Conditions have been fulfilled. If Tenant fails to arrange for or appear at the Delivery Inspection, Landlord's work shall be deemed accepted by Tenant.
- c. Remedies for Failure to Deliver.
1. If all of the Delivery Conditions have not been fulfilled on or before ten (10) days following the Anticipated Delivery Date (provided the Anticipated Delivery Date shall be extended by one (1) day for each day that Landlord is delayed in causing the Delivery Conditions to be met as a result of Force Majeure as specified in Section W.13 of this Lease or a Tenant Delay as specified in Section D.1.d. of this Lease), then Tenant shall have the right, in Tenant's sole discretion and

as its sole remedy, to (i) charge as liquidated damages, which the parties acknowledge will be substantially less than Tenant's actual damages and do not constitute a penalty, a late fee equal to Five Hundred Dollars (\$500) per day ("Late Fee") for each day or part thereof which elapses between the date that is ten (10) days after the Anticipated Delivery Date specified in Section A.5.a and the date when all of the Delivery Conditions shall have been satisfied by Landlord; or (ii) cancel this Lease by written notice to Landlord prior to the date on which the Delivery Conditions have been met, with no further obligation hereunder. Landlord shall have a one-time right to adjust the Anticipated Delivery Date without penalty by giving Tenant prior written notice on or before July 15, 2007. Such notice shall include a new Anticipated Delivery Date which shall be no less than ninety (90) days after the date of such notice, but no later than March 1, 2008. In the event Landlord is charged such Late Fee pursuant to subsection (i) above, and payment is not made by Landlord within thirty (30) days of notice from Tenant, Tenant will have the right to collect any or all of the Late Fee by taking a credit against one hundred percent (100%) of Base Rent and Additional Rent commencing on the next installment of rent after such nonpayment by Landlord. Should Tenant exercise its right as provided above, it will not affect any other rights or remedies available to Tenant for recovery that may be available at law or in equity in the jurisdiction where the Premises are located.

2. Subject to Landlord's approval, which shall not be unreasonably withheld, Tenant shall have the right, but not the obligation, to enter upon the Premises, at its own risk, for all purposes permitted under this Lease from and after the Anticipated Delivery Date specified in Section A.5.a, even if the Delivery Conditions have not been met. If Landlord permits Tenant to enter the Premises prior to the Turnover Date, Tenant shall not interfere with or delay the construction of Landlord's Work. Prior to such entry, Tenant shall furnish to Landlord evidence that Tenant and its contractors carry all insurance required by the terms of this Lease. Landlord shall not be responsible for correcting any damage to Landlord's Work caused by Tenant or its contractors during such early entry. All of the terms and conditions of this Lease shall apply during such early entry, other than the obligation to pay Rent. Notwithstanding anything to the contrary contained in this Lease, Tenant's occupation of the Premises for the purpose of commencing Tenant's Work, or for the fixturing and stocking or opening of the Premises to the public for business prior to the performance of all of the Delivery Conditions, shall not cause the Turnover Date to occur or constitute a waiver or acceptance of or relieve Landlord from any of its obligations hereunder, including without limitation, the obligations to complete construction of Landlord's Work as set forth in Exhibit C.

d. The term "Tenant Delay" shall mean delays in completing Landlord's Work caused by: (i) Tenant's failure to deliver plans or to timely respond to requests or to provide information in a timely manner necessary for Landlord to design or construct Landlord's Work, (ii) Tenant's revision of any plans for work that Landlord is responsible to construct or any change orders requested by Tenant and approved by Landlord; or (iii) actual delays

in Landlord's Work directly caused by Tenant's entry upon the Premises by Tenant or any of its contractors or consultants.

2. HVAC. Landlord agrees that the heating, ventilation and air conditioning system servicing the Premises ("HVAC System") will be a new, fully operational system (pursuant to the requirements set forth in Exhibit C attached hereto) when the Premises are delivered to Tenant. So long as Tenant complies with Section K.2.b. of this Lease, Landlord warrants such unit for the first five (5) years of the initial Lease Term and for the balance of any applicable warranty period for said HVAC equipment, whichever occurs later (the "Warranty Period").
3. Signage.
  - a. Sign Package. Tenant's sign package is attached as Exhibit D and made a part of this Lease. Tenant will place no sign on the exterior of the Premises or on the interior surface of any windows of the Premises (except for Tenant's standard window decal treatment which in no event shall occupy more than fifteen percent [15%] of said window) unless such signage meets the standards set forth in Exhibit D attached hereto. Exterior signs are to be provided by Tenant, individually lit, of the largest size channel letters allowed by local code (but in no event smaller than thirty-six inches [36"], if permitted by code) in Dollar Tree's registered trademark logo and face color 5121-0 Green by Cyro, and are to be located on the store front. Exterior signage as shown on Exhibit D is hereby approved by Landlord, subject to local codes. Tenant will have the right to place temporary, professionally prepared signage, including pennants, announcing the opening of the new store. Tenant agrees not to display any other temporary advertising media, to include searchlights or window signs. Tenant may display banners inside the Premises within two (2) feet from the front of the Premises as long as such banners are professionally prepared. Tenant shall obtain all permits and approvals necessary to install or erect its storefront, window or other signage permitted herein, and all such signs shall comply with all codes.
  - b. Pylon. Tenant shall have the right to place signage on any existing or future pylon signs servicing the Shopping Center exclusively at no additional cost other than manufacture and installation of its panel and inclusion of the costs to maintain, light, repair, replace and operate the same in the CAM, subject to the CAM Cap. Tenant's panel on the existing pylon sign of the Shopping Center shall be as shown on Exhibit D attached hereto.
  - c. Maintenance and Removal. Tenant agrees to maintain its signs in good states of repair and save Landlord harmless from any loss, cost, or damage resulting from the signs' condition and shall repair any damage which may have been caused by the erection, existence, maintenance, or removal of such signs. Upon vacating the Premises, Tenant agrees to remove all signs and repair all damages caused by such removal.
4. Code Compliance.
  - a. Landlord warrants that, to the best of Landlord's knowledge, as of the Turnover Date of this Lease, the following will be in compliance with all applicable laws, codes, rules, and regulations of any municipality or governmental authority having jurisdiction with respect to the condition of the same ("Applicable Laws")

(but excluding compliance that would be completed as a part of Tenant's Work within the Premises and excluding interior work to be completed by other tenants): (i) the building in which the Premises are a part (the "Building") and the Premises; and (ii) to the extent the same affects Tenant's ability to obtain Tenant's required permits and approvals and/or Certificate of Occupancy, the Common Areas (as defined in Section G.1). In addition, in the event it is determined at any time during the Lease Term that the Building, Premises and/or Common Areas are not in compliance with Applicable Laws, Landlord shall act promptly to bring the Building, Premises and/or Common Areas into compliance with such Applicable Laws at Landlord's sole cost and expense and in accordance with Section K.1 of this Lease. In addition, in the event any structural modifications to the Building or the Premises are required by Applicable Laws or governmental, municipality, or insurance regulations, Landlord shall be responsible to perform any such modifications at Landlord's expense, except as hereinafter provided. Notwithstanding anything contained herein to the contrary, the foregoing shall not apply to that work to be undertaken by Tenant according to Tenant's plans ("Tenant's Work"), and Tenant, not Landlord, shall be responsible for compliance with Applicable Laws if the non-compliance is caused or made necessary by Tenant's Work, any other alterations or improvements performed solely by Tenant, or by Tenant's specific use or occupancy of the Premises. Nothing contained herein shall negate Landlord's or Tenant's right to challenge any such requirements in administrative and/or judicial proceedings.

- b. In the event Landlord does not act to bring the Building, Premises and/or Common Areas into compliance with Applicable Laws, to the extent Landlord is required to do so in accordance with the terms of this Lease, and as a result Tenant's ability to operate in the Premises is impaired, then if non-compliance continues for fifteen (15) days after notice to Landlord or such longer period as may be necessary to enable Landlord to achieve compliance so long as Landlord is using diligent efforts to complete such work, Tenant, at Tenant's option, may perform the work necessary and Landlord agrees to reimburse Tenant for all amounts expended in connection herewith within thirty (30) days after receipt of Tenant's invoice specifying the work performed and the costs. If payment is not made by Landlord within thirty (30) days as set forth in this Section D.4, Tenant will have the right to collect any or all of the amounts due, together with interest at the rate of twelve percent (12%) per annum, by taking a credit against one hundred percent (100%) of Base Rent commencing on the next installment of rent after such nonpayment by Landlord; provided in no event may Tenant offset more than fifty percent (50%) of any installment of Base Rent except if there is not enough Lease Term to recover Tenant's cost, in which case such percentage shall be as high as necessary to reimburse Tenant from the remaining payments of Base Rent.

5. **Tenant's Work.**

- a. Tenant shall construct and install all furniture, fixtures, trade fixtures and other interior, non-structural work necessary to fully stock the Premises and open for business in the manner and the time required herein ("Tenant's Work"). Tenant's Work shall be performed in a good and workmanlike manner, employing materials of good quality, and substantially in compliance with the Approved Final Plans therefore (as hereinafter defined) and in compliance with all applicable permits and

authorizations and building and zoning laws and with all other applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments, departments, commissions, boards, and offices, and in compliance with the terms and conditions of this Lease. Tenant shall be solely responsible to obtain and to pay for all permits and approvals relating in any way to Tenant's Work.

- b. Within thirty (30) days after the date hereof, Tenant shall, at Tenant's sole cost and expense, cause detailed construction and working drawings of the work included in Tenant's Work to be prepared by a licensed architect reasonably satisfactory to Landlord, and shall submit such drawings and related specifications to Landlord, for Landlord's written approval, which shall not be unreasonably withheld or delayed so long as Tenant's plans conform to Tenant's prototype interior. Within ten (10) business days after the submission thereof, Landlord shall notify Tenant of Landlord's approval or disapproval thereof, as the case may be, and the reasons why, if any, that such drawings and specifications are not approved. The drawings and specifications finally approved by Landlord and Tenant are herein collectively called the "Approved Final Plans". Thereafter, no material change shall be made to the Approved Final Plans or in the construction derived therefrom without first obtaining written approval of Landlord which approval shall not be unreasonably withheld or delayed.
- c. Prior to commencement of any work or the delivery of any material to the Premises by any contractor, subcontractor or materialman, whether in connection with Tenant's Work or any subsequent work, Tenant shall deliver to Landlord (i) copies of all permits for such work or (ii) evidence that Tenant and its contractors carry the insurance required under this Lease.

6. Time is of the Essence. TIME IS OF THE ESSENCE WITH REGARD TO SECTION D OF THIS LEASE.

E. RENT

1. Base Rent and Additional Rent. Tenant agrees to pay to Landlord, at the address noted in Section A.3, or at such place as Landlord may from time to time designate in writing, Base Rent and Additional Rent for the Premises during the Lease Term, as set forth in Sections A.9 and A.10, in advance on the first day of each calendar month without notice, demand or set-off (except as expressly set forth herein), except as provided in Section E.2 below. The amounts to be paid by Tenant for Base Rent and Additional Rent shall be pro-rated on a per diem basis for any partial month in the Original Lease Term.
2. Alternate Rent. If at any time during the Lease Term Tenant is entitled to pay Exclusive Alternate Rent, Opening Co-Tenancy Alternate Rent or Alteration Alternate Rent in accordance with Section A.13, Section A.14 or Section W.20, respectively (collectively, "Alternate Rent") in lieu of the full Base Rent and Additional Rent set forth in this Lease, Tenant's payment of such Alternate Rent shall be due and payable within fifteen (15) days following the end of each month for the entire period that the payment of such Alternate Rent applies. Tenant's payment of such Alternate Rent shall be accompanied by a written statement signed by Tenant and certified by it to be true and correct, showing the amount of Gross Sales during the preceding month.

3. Gross Sales. The term "Gross Sales" shall mean the aggregate gross amount of all sales or rentals of merchandise made and all charges for services performed in the Premises (including orders taken in the Premises for delivery from places other than the Premises), whether wholesale or retail, whether cash or credit, and whether made in person, by phone or via the internet, and including the value of all non-monetary consideration received for any of the foregoing, and all amounts received by Tenant or any assignee, sublessee, licensee or concessionaire from conducting business on or from the Premises, including without limitation, all display fees, slotting allowances, promotional considerations, rebates or other payments received by Tenant to stock, promote or advertise any product, less (i) cash refunds or credit for merchandise returned if the price of such merchandise was originally included in Gross Sales; (ii) the amount of sales taxes and excise taxes to the extent included in sales; (iii) the amount of any governmental rebates; and (iv) the amount of sales representing uncollectible checks or uncollectible credit or charge accounts. Merchandise transferred from the Premises to other stores of Tenant, or merchandise returned for credit to factories or jobbers shall not be included in determining Gross Sales.
4. Late Fees. Any rent or other charges to be paid hereunder by Tenant which shall not be paid within ten (10) days of when due shall bear interest at the lesser of: (i) the maximum rate then permitted under applicable state law, or, (ii) two percent (2%) above the prime rate as published in the Wall Street Journal from time to time from the date when the same is due and payable under the terms of this Lease until the same shall be paid (the "Default Rate").

F. TAXES

1. Real Estate Taxes and Assessments. Tenant agrees to pay Tenant's Proportionate Share of all real estate taxes and assessments, together with any and all expenses incurred by Landlord in negotiating, appealing, or contesting such taxes and assessments, both general and special, levied and assessed against the land, buildings, and all other improvements which may be added thereto, or constructed within the Shopping Center ("Real Estate Taxes"). Tenant's Proportionate Share of Real Estate Taxes will include all discounts but exclude all penalties and interest. Tenant's Proportionate Share shall be as defined in Section A.1.b. Tenant's Proportionate Share shall be determined at the time such taxes were levied or assessed but shall exclude the gross leasable area of any buildings within the Shopping Center which are separately assessed for tax purposes and billed to an entity other than Landlord or paid directly by an entity other than Landlord.
2. Procedure for Payment. Commencing on the Rent Commencement Date and thereafter during the Term, Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12<sup>th</sup>) of Tenant's Proportionate Share of Real Estate Taxes for the current tax year as reasonably estimated by Landlord. If Tenant's Proportionate Share of the actual Real Estate Taxes with respect to any tax year is less than the total amount paid by Tenant for such period, the excess shall be credited against Tenant's next installment of Tenant's Proportionate Share of Real Estate Taxes, but in the event such overpayment is equal to or exceeds three (3) monthly installments of Tenant's Proportionate Share of Real Estate Taxes, Landlord shall refund such overpayment to Tenant. If Tenant's Proportionate Share of the actual Real Estate Taxes for any tax year exceeds the total amount paid by Tenant for such period, Tenant shall, within thirty (30) days of receipt of a copy of the actual tax bill from



Landlord, pay the difference between the amount paid by Tenant and Tenant's Proportionate Share of the actual Real Estate Taxes.

3. Municipal, County, State, or Federal Taxes. Tenant shall pay, before delinquent, all municipal, county, state, or federal taxes assessed against Tenant's fixtures, furnishings, equipment, stock-in-trade, or other personal property owned by Tenant in the Premises.
4. Other Taxes. Should any governmental taxing authority levy, assess, or impose any tax, excise, or assessment (other than income, inheritance, gift, or franchise tax) upon or against (a) the rentals payable by Tenant to Landlord, by way of substitution for or in addition to any existing tax on land and buildings, including, without limitation, gross receipts or sales tax on rent or (b) any rents payable hereunder, the same shall be included in Real Estate Taxes. Tenant shall be responsible for and shall pay any such tax, excise, or assessment, or shall reimburse Landlord for the amount thereof, as the case may be. Tenant hereby acknowledges that the Shopping Center is subject to certain special assessments and a payment in-lieu of taxes arrangement and such assessments and payment in-lieu of taxes shall be included in Real Estate Taxes.

#### G. COMMON AREAS

1. Common Areas. Landlord grants to Tenant and Tenant's invitees the right to use, in common with all others to whom Landlord has or may hereafter grant rights to use same, the Common Areas located within the Shopping Center. The term "Common Areas," as used in this Lease, shall mean the parking areas, above-ground and below-ground stormwater management facilities, utility lines and facilities, traffic control devices, free standing signs, roadways, pedestrian sidewalks, loading docks, delivery areas, landscaped areas, service courts, open and enclosed courts and malls, fire corridors, meeting areas, public restrooms, and all other areas or improvements which may be provided by Landlord for the common use of the tenants of the Shopping Center. Common Areas include any off-site areas, facilities or improvements that service the Shopping Center or that Landlord is required to operate or maintain in connection with the Shopping Center. Landlord hereby reserves the following rights with respect to the Common Areas:
  - a. Rules and Regulations. To establish reasonable rules and regulations for the use thereof which shall be uniformly enforced;
  - b. Use. To use, or to permit or prohibit occupants of Shopping Center to use, the Common Areas for promotional activities, provided, however, in no event shall any such promotional activities materially interfere with Tenant's business operations, parking or customer access, or close any portion of the Common Areas which would effect Tenant's business operations;
  - c. Closings. To close all or any portion thereof as may be deemed necessary by Landlord's counsel to prevent a dedication thereof or the accrual of any rights to any person or the public therein or may be necessary to perform work or repairs; and
  - d. Maintenance. Landlord shall operate, equip, light, repair, and maintain said Common Areas for their intended purposes in an efficient and economical manner consistent with the operation of a similar shopping center in the same geographic location as the Shopping Center.

2. Common Area Maintenance Charge. Tenant shall pay to Landlord Tenant's Proportionate Share (as defined in Section A.1.b.) of all costs and expenses ("Common Area Maintenance Charge") paid or incurred by Landlord in operating, maintaining, and repairing the Common Areas. Such costs and expenses may include but not be limited to: cleaning, lighting, repairing, securing and maintaining all Common Area improvements, paving, roadways, sprinkler equipment, driveways, sidewalks, curbs, culverts and drainage facilities, barriers, retaining walls, fences, directional and Shopping Center signage (other than signs to be maintained by individual tenants), sewer and water supply lines and related facilities, snow and ice removal and treatment, pest control, parking lot striping, painting, and painting of exterior walls, landscaping, providing security, personal property taxes, fire protection and fire hydrant charges, water and sewer charges, utility charges, and wages, salaries and other compensation payable to dedicated, full-time employees of the Shopping Center engaged in the performance of the foregoing tasks (or an equitably allocated portion of such salary based upon the amount of time spent by such employees on the Shopping Center), costs for providing Common Area liability insurance and an Administrative Fee not to exceed ten percent (10%) of the Common Area Maintenance Charges. Real Estate Taxes and Insurance shall not be subject to the ten percent (10%) Administrative Fee.
3. Common Area Maintenance Charge Exclusions. Notwithstanding the foregoing, in no event will the Common Area Maintenance Charge include the following:
  - a. Any depreciation on improvements or equipment;
  - b. The cost of correcting or repairing construction or design defects in the Common Areas;
  - c. Legal fees attributable to any matters concerning any other tenant of the Shopping Center;
  - d. Any costs, directly or indirectly, which are deemed to be capital expenditures in accordance with generally accepted accounting principles. With respect to Common Area Maintenance Charges which are deemed for federal income tax purposes to be capital expenditures ("Capital Improvements"), then for the purposes of this Paragraph G.3, charges for such Capital Improvements shall be amortized on a straight-line basis over their useful life (commencing with the year in which such expenditure was originally incurred) in accordance with generally accepted accounting practices, and only the amount of the annual amortization shall be included in the Common Area Maintenance Charge in any calendar year;
  - e. Management fees or other similar fees or charges other than the aforementioned Administrative Fee; or
  - f. Marketing or promotional fees.
4. Procedure for Payment. Commencing on the Rent Commencement Date and thereafter during the Lease Term, Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12<sup>th</sup>) of Tenant's Proportionate Share of the Common Area Maintenance Charge for the current year as reasonably estimated by Landlord. Within ninety (90) days following the end of the period used by Landlord in estimating

Landlord's cost, Landlord shall furnish to Tenant a detailed statement of the amount of Tenant's Proportionate Share of the actual Common Area Maintenance Charge for such period ("Common Area Maintenance Statement"). Within ninety (90) days thereafter, Tenant shall pay to Landlord or take a credit against the next rental payment, as the case may be, the difference between the estimated amounts paid by Tenant and Tenant's Proportionate Share of the actual Common Area Maintenance Charge for such period as shown by such Common Area Maintenance Statement, subject, however, to the provisions of Section A.11. If Tenant's overpayment of Common Area Maintenance Charge equals or exceeds three (3) monthly installments of the Common Area Maintenance Charge, Landlord shall refund such overpayment in cash. In the event of a dispute arising in connection with any portion of the Common Area Maintenance Charge, Tenant shall pay Tenant's Proportionate Share of any undisputed portion of the Common Area Maintenance Charge within such ninety (90) day period in accordance with this Section G.4. Tenant will diligently pursue resolution of any Common Area Maintenance Charge disputes. If any tenant of any part of the Shopping Center, in lieu of paying its share of the Common Area Maintenance Charge, maintains any designated part of the Common Areas of the Shopping Center and thereby incurs a cost that would otherwise be included in Common Area Maintenance Charges, the gross leasable area of such Tenant's leased premises shall not be included in the denominator of Tenant's Proportionate Share for the purpose of calculating Tenant's Proportionate Share of such cost, and the costs so incurred by such tenant shall not be included in Common Area Maintenance Charges.

#### H. UTILITIES AND RUBBISH DISPOSAL

##### 1. Utilities.

- a. Maintenance. Commencing on the Turnover Date, Landlord shall provide and maintain all necessary pipes, mains, conduits, wires, and cables leading to the point the same enter the Premises for water, sewer, gas, electricity, and telephone service that are not otherwise provided and maintained by their respective service provider.
- b. Tenant's Responsibilities. On or before the Turnover Date, Tenant shall have all utilities serving the Premises (electric, natural gas, water, sewer, and telephone) placed in Tenant's name and Tenant shall be responsible for the payment of all utility bills and required deposits directly to the provider.
- c. Landlord's Responsibilities. Notwithstanding the foregoing, Tenant will not be responsible for the cost of any tax-based utility tap fees, cost of meter installation, or any other cost which may be levied by a utility other than those charges specifically related to Tenant's consumption of such utility. Such cost shall be the sole responsibility of Landlord, provided, Tenant is responsible for posting all deposits required to establish service.

##### 2. Rubbish Disposal. Tenant shall be responsible for Tenant's trash and refuse collection and disposal. Landlord will provide Tenant an area at the rear of the Premises for the location of such trash and refuse collection. In addition, Tenant agrees to:

- a. Proper Containers. Keep any of Tenant's refuse in proper containers until the same is removed from the Shopping Center and to permit none of Tenant's refuse to accumulate around the exterior of the Premises; and

- b. Regulations. Handle and dispose of all of Tenant's rubbish, garbage, and waste in accordance with regulations established by Landlord and not permit the accumulation (unless in sealed metal containers) or burning of any of Tenant's trash, rubbish, refuse, garbage, or waste materials in, on, or about any part of the Shopping Center.

In no event shall Landlord be liable for the quality, quantity, failure, or interruption of the foregoing utility or rubbish disposal services to the Premises unless caused by Landlord's negligent or willful acts.

3. Trash Compactor. Intentionally Deleted.

#### I. USE OF PREMISES BY TENANT

1. Use of Premises. Tenant's use of Premises will be for the Permitted Use as set forth in Section A.2 and no other use.
2. Operation of Business. Except as otherwise provided for herein, Tenant agrees to open for business in the Premises for the first two (2) years of the Term as a typical Dollar Tree store within thirty (30) days after the Rent Commencement Date and to operate in one hundred percent (100%) of the Premises on all business days the Shopping Center is open for business ("Retail Operations"), except where Tenant is prevented from doing so by strikes, casualty, or other causes beyond Tenant's control. Tenant shall be permitted to stock the Premises at night.
  - a. Discontinuance of Retail Operations. Notwithstanding any provision in this Lease to the contrary and except as expressly set forth above, it is expressly acknowledged by Landlord that this Lease contains no implied or express covenant for Tenant to conduct business in the Premises, continuously or otherwise, subject to the terms and conditions of this Lease. In the event Tenant discontinues Retail Operations in the Premises (excluding, however, an Exempted Discontinuance of Retail Operations, as defined in Section I.2.b), and such discontinuance of Retail Operations continues for thirty (30) consecutive days, Landlord may, at any time thereafter during the Lease Term, elect to terminate this Lease and regain possession of the Premises by written notice to Tenant (the "Termination Notice"), in which event this Lease shall terminate as to all obligations of the parties thirty (30) days after the date of receipt of the Termination Notice. Tenant shall give Landlord advance notice of any intended discontinuance of Retail Operations from the Premises as soon as would be reasonable for Tenant to do so, considering Tenant's need to keep such decision confidential. However, unless Landlord terminates this Lease and takes possession as provided above, Tenant shall be obligated to pay Base Rent and Additional Rent until the end of the Lease Term with respect to this Section I.2 and to comply with all of Tenant's other obligations hereunder.
  - b. Exempted Discontinuances. The following discontinuances of Retail Operations shall be exempted from the applicability of Landlord's right to terminate hereunder ("Exempted Discontinuance"): (i) any good faith discontinuance occasioned by a force majeure event as herein described; (ii) cessation of Retail Operations not to exceed ninety (90) days in connection with a transfer of possession caused by a permitted assignment or sublet; (iii) any discontinuance not to exceed thirty (30) days in connection with a remodeling; or (iv) a period not to exceed three (3) days per year to conduct inventory.

J. LANDLORD ACCESS

Tenant agrees to permit Landlord free access to the Premises at all reasonable times after notice to Tenant (except in the event of an emergency when no prior notice shall be required) for the purpose of examining the same, **showing the same to lenders and prospective buyers**, or making alterations or repairs to the Premises that Landlord may deem necessary for the safety or preservation thereof. Tenant agrees to permit Landlord or its agents, during the last one hundred eighty (180) days of the Lease Term, to show the Premises to potential tenants.

K. REPAIRS AND ALTERATIONS

1. Repairs by Landlord. As of the Turnover Date, Landlord shall keep the foundations, roof, floor slab, and structural portions of the outer walls of the Premises in good repair. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant, following which Landlord shall commence such repairs within fifteen (15) days of receipt of notice as provided in Section Q and shall have a reasonable time to complete such repairs. Notice from Tenant of the need for Landlord to perform a repair to the Premises shall not be a condition to Landlord commencing such repair if Landlord has actual knowledge of the need for repairs. The provisions of this subsection shall not apply in the case of damage or destruction by fire or other casualty or by Eminent Domain (as defined in Section O.1 of this Lease), in which event either Section M or O shall control the obligations of Landlord hereof. **Landlord is not responsible for repairs made necessary by the negligence or willful misconduct of Tenant or its employees or contractors.**

a. Right of Offset. Notwithstanding the foregoing, in the event of a breach by Landlord of this Section K.1 beyond applicable notice and cure periods, Landlord and Tenant agree that Tenant shall have the option to perform the necessary work to cure such breach on behalf of Landlord on the following conditions:

- 1) Landlord is given written notice and applicable cure periods as provided herein; and
- 2) Landlord's breach interferes, in Tenant's reasonable discretion, with Tenant's ability to conduct its business in the Premises.

If Tenant exercises such option to cure Landlord's breach, Landlord agrees that Tenant may offset against the Base Rent ("Right of Offset") until Tenant has recovered the full amount of all reasonable costs incurred by Tenant to cure such breach by Landlord, together with interest at the rate of twelve percent (12%) per annum, **but in event may Tenant offset more than the Maximum Offset Amount from Base Rent.**

b. Emergency Repairs. Notwithstanding the foregoing, in the event of an emergency which would affect the health, safety, and welfare of Tenant's employees or customers, Tenant may make such emergency repairs to the Premises as Tenant deems reasonably necessary to protect Tenant's employees and/or customers and property. **Tenant shall use its best efforts to give Landlord notice of the need for such repair and opportunity to cure the same.** Tenant will notify Landlord as soon as possible as to what repairs were made and the cost to effect such repairs. Landlord agrees to reimburse Tenant within thirty (30) days after Landlord's receipt of a breakdown for such costs

incurred by Tenant for such repairs. If Landlord fails to reimburse Tenant within such thirty (30) days, Tenant shall have the Right of Offset, as provided in Section K.1.a above, until Tenant has recovered the cost of such emergency repairs, subject to the Maximum Offset Amount.

- c. Rights of Recovery. Should Tenant exercise Tenant's Right of Offset as provided hereunder, it will not affect any other rights or remedies that may be available to Tenant at law or in equity in the jurisdiction where the Premises are located.
- d. HVAC System. Landlord agrees that the heating, ventilation and air conditioning system servicing the Premises ("HVAC System") will be a new, fully operational system (pursuant to the requirements set forth in Exhibit C attached hereto) when the Premises are delivered to Tenant. **So long as Tenant complies with its obligations under Section K.2.b. below, Landlord warrants such unit for the first five (5) years of the initial Lease Term and for the balance of any applicable warranty period for said HVAC equipment, whichever occurs later.**
- e. Tenant's Portion of Construction. It is expressly understood that Landlord shall not be responsible for any portions of the Premises constructed by Tenant.

2. Repairs by Tenant. Except as provided in Section K.1, Tenant shall keep:

- a. Premises. The Premises and any fixtures, facilities or equipment contained therein in good condition and repair, including, but not limited to, exterior and interior portions of all doors, windows, plate glass, and showcases surrounding the Premises, the HVAC System (except during Landlord's Warranty Period as set forth in Section D.2), electrical, plumbing (excluding any repair to the sprinkler system, but Tenant is responsible for the sprinkler heads exclusively serving its Premises) and sewer systems, the exterior doors, window frames, loading areas and facilities and all portions of the store front area, and shall make any replacements thereof which may become necessary during the Lease Term, excepting any repairs to items of Landlord's original construction made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance.
- b. HVAC System. During the Lease Term, Tenant shall, at its sole cost and expense, maintain a service contract for the routine performance of standard HVAC System maintenance. Within fifteen (15) days of Landlord's written request, Tenant shall provide Landlord with a copy of the foregoing HVAC System service contract. Tenant shall not be responsible for the repair and/or replacement of the HVAC System if such repair and/or replacement is necessitated due to Landlord negligence or a casualty covered by Landlord's insurance as such insurance is required under this Lease.

3. Alterations or Improvements by Tenant. Tenant shall be permitted to make any interior, nonstructural alterations to the Premises without Landlord's prior written consent. Tenant shall obtain all necessary permits for such alterations and improvements and shall make such alterations and improvements in accordance with the applicable laws, building codes and ordinances in a good workmanlike manner. Tenant agrees to indemnify Landlord against any mechanic's lien or other liens or claims in connection with the making of such alterations, additions, or improvements. Tenant shall promptly repair any damages to the Premises or Building caused by any alterations, additions, or

improvements to the Premises by Tenant. Notwithstanding anything else contained in this Lease, Landlord agrees that such alterations or improvements may require that the business conducted in the Premises discontinue during such construction. Tenant may not make any other alterations or improvements to the Premises without the prior written consent of Landlord in each instance.

4. Removal of Improvements. All items of Landlord's construction, all heating and air conditioning equipment, and all alterations, additions, wall coverings, and other improvements by Tenant shall become the property of Landlord at the termination of this Lease and shall not be removed from the Premises. All trade fixtures, furniture, furnishings (including, but not limited to, Tenant's removable carpet tiles), and signs installed in the Premises by Tenant and paid for by Tenant shall remain the property of Tenant and shall be removed upon the expiration of the Lease Term and Tenant shall repair all damage caused by such removal; provided (a) that any of such items as are affixed to the Premises and require severance may be removed only if Tenant repairs any damage caused by such removal, and (b) that Tenant shall have fully performed all of the covenants and agreements to be performed by Tenant under the provisions of this Lease. If Tenant fails to remove such items from the Premises within ten (10) days of the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord. Landlord shall have the right to remove same and sell such trade fixtures, furniture, furnishings, and signs to pay for the cost of removal, but in any event Tenant shall remain liable for the cost of such removal, which liability shall survive the end of the Term.

#### L. INDEMNITY AND INSURANCE

1. Indemnification by Tenant. Except to the extent caused by Landlord's negligence, Tenant will indemnify, defend and hold Landlord harmless from and against all loss, cost, expense, and liability (including Landlord's costs of defending against the foregoing, such cost to include reasonable attorney's fees and costs) resulting or occurring by reason of Tenant's construction, use, or occupancy of the Premises, Tenant's acts or omissions in the Common Areas or by reason of Tenant's breach of any representations and warranties made by Tenant contained in this Lease or Tenant's operation and maintenance of the Premises.
2. Indemnification by Landlord. Except to the extent caused by Tenant's negligence, Landlord will indemnify, defend and hold Tenant harmless from and against all loss, cost, expense, and liability (including Tenant's costs of defending against the foregoing, such costs to include reasonable attorney's fees and costs) resulting or occurring by reason of Landlord's construction, use, or occupancy of the Shopping Center or by reason of Landlord's breach of any representations and warranties made by Landlord contained in this Lease or Landlord's operation and maintenance of the Common Areas.
3. Tenant's General Liability Insurance. Tenant, at Tenant's expense, shall carry general commercial liability insurance covering the Premises and Tenant's use thereof, with a minimum limit of Two Million Dollars (\$2,000,000) for any act or occurrence resulting in bodily injury, death, or property damage for each occurrence and a minimum limit of Five Million Dollars (\$5,000,000) general aggregate and an umbrella policy with a minimum additional coverage of Five Million Dollars (\$5,000,000). Tenant shall provide certificates of such coverage to Landlord prior to the date of any use or occupancy of the Premises by Tenant and renewal certificates not less than thirty (30) days prior to the expiration of such policies; said certificate shall name Landlord and its lender as additional insureds, as their interests may appear, under such insurance policy, and the

insurer agrees to notify Landlord and such other parties designated by Landlord as additional insureds not less than ten (10) days in advance of any substantial modification or cancellation thereof. **Tenant's insurance shall be written by a financially sound insurance company licensed in the State of New Jersey.**

4. Landlord's Insurance.

- a. Property Insurance. Landlord agrees to carry policies insuring the improvements on the Shopping Center and Common Areas (**other than buildings not owned by Landlord**) against fire and such other perils as are normally covered by special coverage endorsements in the county where the Premises are located, in an amount equal to at least eighty percent (80%) of the insurable value of such improvements ("Property Insurance"). Tenant shall have no rights in said policy or policies maintained by Landlord and shall not be entitled to be a named additional insured thereunder.
- b. Tenant's Proportionate Share. Commencing on the Rent Commencement Date and thereafter during the Lease Term, Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12<sup>th</sup>) of Tenant's Proportionate Share of the Property Insurance premium for the current year as reasonably estimated by Landlord. If Tenant's Proportionate Share of the Property Insurance premium is less than the total amount paid by Tenant for such period, the excess shall be credited against the next payment of Property Insurance premium, but if such overpayment equals or exceeds three (3) monthly installments of Property Insurance premiums, Landlord shall refund such overpayment in cash. If Tenant's Proportionate Share of the actual Property Insurance premium exceeds the total amount paid by Tenant for such period, Tenant shall, upon receipt of a copy of the actual Property Insurance premium invoice from Landlord, pay the difference between the amount paid by Tenant and Tenant's Proportionate Share of the actual Property Insurance premium. **If any tenant or occupant of the Shopping Center insures its own building, the gross leasable area of such tenant's leased premises shall not be included in the denominator of Tenant's Proportionate Share for the applicable purposes of this Section.**
- c. Liability Insurance. Landlord, at Landlord's expense, shall carry general commercial liability insurance covering the Shopping Center and Common Areas with a minimum limit of One Million Dollars (\$1,000,000) for any casualty resulting in bodily injury, death, or property damage for each occurrence and a minimum limit of Two Million Dollars (\$2,000,000) general aggregate.

5. Self-insure. Tenant shall have the right to self-insure its leasehold improvements, inventory, fixtures, equipment, and plate glass in the Premises during the Lease Term so long as Tenant shall have a net worth of at least Ten Million Dollars (\$10,000,000). At Landlord's written request, Tenant shall furnish Landlord with an Annual Report evidencing such net worth if Landlord cannot access the Annual Report and other financial data on Tenant's web site at [www.dollartree.com](http://www.dollartree.com).

6. Mutual Waiver. Tenant hereby waives any claim against Landlord for property damage occurring in the Premises and Tenant's all-risk insurer hereby waives its rights of subrogation against Landlord for property damage occurring in the Premises, and in consideration thereof, Landlord waives any claim against Tenant for property damage occurring in the Shopping Center and Common Areas and Landlord's all-risk insurer shall



waive its rights of subrogation against Tenant for property damage occurring in and to the Shopping Center and Common Areas.

M. DAMAGE AND DESTRUCTION

1. Partial Damage. In the event the Premises are damaged to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises, the damage shall, except as hereinafter provided, promptly be repaired by Landlord, at Landlord's expense and such repairs shall commence not later than thirty (30) days after such casualty unless governmental permits are required, in which event such thirty (30) days shall not commence until such permit(s) is/are obtained and Landlord is to apply for such permit(s) as soon as possible and diligently pursue application until permit(s) is/are received and completed within one hundred twenty (120) days after commencement of repairs. In the event the Premises are damaged less than fifty percent (50%) of the cost of replacement of the Premises in the last two (2) years of any Lease Term, Landlord or Tenant shall have the right to terminate this Lease; however, if Landlord can repair the damage and return the Premises to Tenant so that there is a minimum of thirteen and one-half (13½) months remaining on the Lease Term, then Tenant shall not have the right to terminate this Lease. If Landlord elects to terminate this Lease as provided above, then Tenant can negate Landlord's election to terminate this Lease by exercising early its upcoming Renewal Term, provided there is at least one additional Renewal Term remaining under this Lease.
2. Total Damage. In the event (a) the Premises are damaged to the extent of fifty percent (50%) or more of the cost of replacement of the Premises or (b) the buildings in the Shopping Center are damaged to the extent of fifty percent (50%) or more of the cost of replacement, notwithstanding the extent of damage to the Premises, then either Landlord or Tenant may elect to terminate this Lease upon giving notice of such election in writing to the other within thirty (30) days after the event causing the damage. If this Lease is not terminated as provided for above, Landlord will commence the repairs or rebuilding not later than forty-five (45) days after the casualty unless governmental permits are required, in which event such forty-five (45) days shall not commence until such permit(s) is/are obtained and Landlord is to apply for such permit(s) as soon as possible and diligently pursue application until permit(s) is/are received and complete such repairs within one hundred and eighty (180) days after commencement of such repairs.
3. Repair. If Landlord is required to repair under Section M.1, or has elected to repair under Section M.2, and provided that this Lease has not been terminated as provided in Sections M.1 and M.2, Tenant shall repair or replace as needed its stock-in-trade, trade fixtures, furniture, furnishings, equipment, and personal property in a manner and to at least a condition equal to that prior to its damage or destruction.
4. Abatement of Rent. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, a proportionate abatement of the Base Rent and Additional Rent shall be allowed until the date Landlord completes the repairs or rebuilding and Tenant has a reasonable time, not to exceed ninety (90) days from delivery by Landlord, to complete Tenant's required build out and open for business.

N. ASSIGNING AND SUBLETTING

1. Tenant's Rights. Tenant shall have the right, without Landlord's consent, to assign this Lease or to sublet the whole or any part of the Premises at any time provided that notice

is given to Landlord within thirty (30) days after such assignment or sublet, and further provided that:

- a. Tenant will remain liable hereunder;
  - b. Tenant's assignee or sub-tenant will assume all obligations under this Lease pursuant to an assignment and assumption agreement;
  - c. The Premises will continue to be used only for retail sales consistent with the Permitted Use clause: and
  - d. Tenant transfers at least five percent (5%) of its stores in Pennsylvania, New Jersey and Delaware in connection with such assignment or subletting.
2. A portion of Tenant's stock is publicly traded and any change in ownership of capital stock shall not constitute an Assignment for the purposes of this Lease.
3. Consent of Landlord. Except as provided above, Tenant shall not assign this Lease or sublet the Premises, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned. The use of such sublet or assignment shall be for any lawful retail use, as reasonably approved by Landlord, provided such consent shall not be unreasonably withheld, delayed or conditioned if such use does not violate any recorded restriction or any existing exclusives or restrictions of other tenants at the time of such assignment or sublet. Landlord's consent to the assignment or subletting shall not waive the requirements that Landlord's consent be obtained for further assignment or sublets. In the event of such assignment or sublet, Tenant will remain primarily liable for the performance of the covenants herein contained binding upon Tenant. Landlord's consent to the assignment or subletting shall not waive the requirements that Landlord's consent be obtained for further assignment or sublets.
4. Affiliated Corporation. Notwithstanding anything to the contrary contained herein, Tenant may assign this Lease or sublet all or part of the Premises to an "Affiliated Corporation" (as defined herein) without Landlord's consent. For purposes of this provision, an "Affiliated Corporation" means (i) Tenant's parent corporation, (ii) a corporation owned or controlled by Tenant's parent corporation, (iii) a wholly-owned subsidiary of Tenant, or (iv) a corporation which acquires all or a majority of the outstanding stock of Tenant. For the purpose of this Section, Tenant is limited to the original Tenant named herein, or its parent company.
- a. In the event of a sublease to an Affiliated Corporation, Tenant shall, notwithstanding such sublease, remain fully liable for performance of the obligations under the terms of this Lease.
  - b. In the event of assignment to an Affiliated Corporation, the assignee shall expressly assume for the benefit of Landlord the obligations of Tenant under this Lease. However, Tenant shall guarantee the assignee's performance under this Lease.

Tenant shall provide written notice to Landlord of any transfer to an Affiliated Corporation within thirty (30) days of its effective date.

4. As to any proposed assignment or sublet (a "Transfer") not expressly permitted hereunder, and in lieu of approving or disapproving such Transfer, Landlord shall have the right and option (the "Take-back Option"), exercisable by Landlord giving Tenant written notice within thirty (30) days after Landlord's receipt of the written request for consent to the same (a "Request Notice"), of terminating this Lease with respect to the Premises. Such election by Landlord to exercise its Take-back Option shall be effective unless, within ten (10) days following Landlord's written notice to Tenant exercising such Take-back Option Tenant notifies Landlord in writing of Tenant's election to withdraw Tenant's Request Notice. If Landlord elects to exercise such Take-back Option, this Lease shall terminate effective on the sixtieth (60th) day after the date of Landlord's written notice of Landlord's exercise thereof, whereupon the Rent shall be adjusted as of the date of such termination and the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to the Landlord, except for items which have been theretofore accrued and are then unpaid. The Take-back Option shall not be exhausted any one exercise thereof by Landlord but shall be exercisable from time to time and as often as there is such Transfer. If after receipt of the Request Notice Landlord requests additional or further information which Landlord reasonably requires to consider a Transfer, Tenant shall deliver such information to Landlord upon Landlord's request therefor and the period for Landlord to exercise the Take-back Option shall be extended by the number of days between Landlord's request for Landlord's receipt of such additional or further information.

If Landlord does not elect to exercise the Take-back Option and elects to give Landlord's written consent to a sublease, Tenant shall pay to Landlord, as Additional Rent, the sum equal to fifty percent (50%) of the difference between the subrents received by Tenant and the rent payable hereunder.

O. EMINENT DOMAIN

1. Condemnation Award. In the event the Shopping Center or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriate proceedings or by any right of eminent domain ("Eminent Domain"), the entire compensation award thereof shall belong to Landlord, without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title, and interest to any such award. Tenant shall have the right to recover such compensation as may be awarded on account of the value of leasehold improvements made by Tenant and for moving and relocating expenses.
2. Rights of Termination. In the event of a taking under the power of Eminent Domain of (a) more than twenty-five percent (25%) of the Premises, either Landlord or Tenant shall have the right to terminate this Lease by notice in writing given within thirty (30) days after the condemning authority takes possession, in which event all Base Rent and Additional Rent shall be pro-rated as of the date of such termination. In addition, Landlord shall have the right to terminate this Lease in the event any taking of any portion of the Shopping Center shall render the Shopping Center, in Landlord's reasonable opinion, unsuitable or uneconomical for the operation of a shopping center.
3. Restoration. In the event of a taking of any portion of the Premises not resulting in a termination of this Lease, Landlord shall use as much of the proceeds of Landlord's

award for the Premises as is required therefore to restore the Premises to a complete architectural unit and this Lease shall continue in effect with respect to the balance of the Premises, with a reduction of Base Rent and Additional Rent in proportion to that portion of the Premises taken.

P. DEFAULT AND REMEDIES

1. Default by Tenant.

- a. Financial Default. Tenant shall be in financial default beyond any written notice and cure period if it fails to pay when due each installment of Base Rent or Additional Rent.
- b. Notice of Financial Default. In the event Tenant is in financial default, Tenant shall have a grace period of ten (10) days to cure such default after Tenant shall have received notice of such default in accordance with Section Q of this Lease; provided, however, Landlord shall not be obligated to give more than three (3) written notices of default in any twelve (12) month period, and a financial default shall occur automatically without notice upon the fourth (4<sup>th</sup>) such failure in a twelve (12) month period to Rent when due .
- c. General Default. Tenant shall be in general default beyond any written notice and cure period if it shall fail to keep or shall violate any other conditions, stipulations, or agreements contained herein on the part of Tenant to be kept and performed. It shall also be a general default if a voluntary or involuntary petition or similar pleading under any section of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, and the same shall not be dismissed or discharged within thirty (30) days after filing.
- d. Notice of General Default. In the event Tenant is in general default, it shall have a grace period of thirty (30) days to cure such default after Tenant shall have received notice of such default in accordance with Section Q of this Lease. Notwithstanding the foregoing, if such default reasonably requires more than thirty (30) days to cure, Tenant shall not be in default if Tenant in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default so long as in any event Tenant cures such default within ninety (90) days after such initial notice of default.
- e. Landlord's Remedies. In the event Tenant is in either financial or general default beyond any applicable notice and cure period, Landlord, at its option may, in addition to all other rights and remedies available at law or in equity:
  - 1) Terminate this Lease; or
  - 2) Enter upon the Premises with or without terminating this Lease and may re-let the Premises in its own name for the account of Tenant for the remainder of the Lease Term and recover from Tenant any deficiency for the balance of the Lease Term between the amount for which the

Premises were re-let, and the Base Rent and Additional Rent provided hereunder as it becomes due.

- f. Re-entry. In addition to all other rights granted to Landlord under this Lease, or under prevailing law, if Tenant shall be in default beyond any written notice and cure period, Landlord, its agents or employees may immediately or any time hereafter re-enter the Premises and remove Tenant's agents, any subtenants, any licensees, any concessionaires and any invitees, and any of its or their property from the Premises, provided Landlord has an appropriate court order. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding at law, by force, or otherwise. Landlord shall be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by Tenant or proceedings in forcible entry and detainer. Tenant's liability under the terms of this Lease shall survive Landlord's re-entry, the institution of summary proceedings, and the issuance of any warrants with respect thereto.
- g. In the event of any uncured financial default or general default, the Base Rent and Additional Rent shall be paid up to the time of re-entry, dispossession and/or expiration and Tenant or the legal representative of Tenant shall also pay Landlord at Landlord's option and whether or not Landlord has terminated or canceled this Lease, for each month of the period which would otherwise have constituted the balance of the term, the excess, if any, of (i) the monthly installment of Base Rent, the monthly payment of Tenant's Common Area Maintenance Charge and Tenant's Proportionate Share of Real Estate Taxes and Property Insurance, over (ii) the net amount, if any, of the rents actually collected on account of the lease or leases of the Premises for such month. In addition, Tenant shall be liable for such expenses as Landlord may reasonably incur in connection with reletting, such as court costs, attorney's fees and disbursements, brokerage commissions, cost of restoring the Premises to the condition existing as of the Turnover Date. If this Lease is terminated pursuant to the provisions of this Section, and at Landlord's sole option and as an alternative to other damages on account of unrecovered rents owed by Tenant as a result of such termination, Landlord will be entitled to recover from Tenant (i) the worth at the time of award of the unpaid Rent earned at the time of termination; (ii) the worth at the time of award of the unpaid Rent which would have been earned (but for such termination) after termination until the time of award to the extent the same exceeds the amount of such rent loss that Tenant proves could reasonably have been avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term of this Lease after the time of award exceeds the amount of such rent loss that Tenant proves could reasonably be avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result from such failure. The "worth at the time of award" of the amount referred to in clauses (i) and (ii) is computed by allowing interest at the Default Rate (but in no event more than the highest rate permitted by law if any restriction upon the rate collectable by Landlord hereunder is applicable). The worth at the time of award of the amount referred to in clause (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of

Philadelphia, PA at the time of award. The "Default Rate" means that rate of interest which is two percent (2%) over the announced prime rate of Wachovia Bank, N.A., Philadelphia, Pennsylvania, or any successor thereto or other bank selected by Landlord.

- h. **Self Help.** Landlord shall have the right to perform any unperformed obligation of Tenant, and all costs and expenses so incurred by Landlord, including reasonable attorney's fees, shall be due and payable by Tenant to Landlord upon demand with interest at the Interest Rate.
- i. **Mitigation.** Notwithstanding any legal or common law requirement, Landlord shall not be obligated to attempt to relet the Premises or mitigate its damages.
2. **Default by Landlord.** Landlord shall be in default if Landlord fails to perform any of Landlord's obligations or breaches any representations or warranties contained in this Lease which failure or breach continues beyond the notice and cure periods in Sections P.2.a and P.2.b below. Upon such default, Tenant shall have all remedies specified in this Lease in addition to any other remedies available to Tenant at law or in equity in the jurisdiction where the Premises are located.
- a. In the event Landlord's default can be cured by Tenant exercising any of Tenant's "self help" rights as provided in this Lease, Landlord shall have thirty (30) days after receipt or rejection of written notice from Tenant as provided for in this Lease to cure such default, all on behalf of and at the expense of Landlord, and Landlord shall do all necessary work in connection therewith. A default hereunder shall be deemed cured if Landlord in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default. In the event Landlord does not cure Landlord's default as provided herein, Tenant may exercise any of Tenant's "self help" rights as provided in this Lease.
- b. In the event Landlord's default cannot be cured by Tenant exercising any of Tenant's "self help" rights as provided in this Lease, Landlord shall have thirty (30) days after receipt or rejection of written notice from Tenant to cure such default, all on behalf of and at the expense of Landlord. A default hereunder shall be deemed cured if Landlord in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default. In the event Landlord does not cure Landlord's default as provided herein, **and such default materially and adversely affects Tenant's ability to conduct business in the Premises.** Tenant may terminate this Lease with no further force and effect upon providing Landlord with thirty (30) days written notice to Landlord no sooner than thirty (30) days after Landlord's receipt or rejection of written notice from Tenant of the need for Landlord to cure the default. In the event Tenant does elect to terminate this Lease pursuant to this Section, Landlord shall reimburse Tenant within thirty (30) days of Landlord's receipt of written notice for the unamortized value (using a straight-line amortization schedule over the Original Lease Term) of the cost of Tenant's improvements and other construction costs incurred by Tenant.

3. Failure to Exercise Rights. No delay or omission by Landlord or Tenant to exercise any right or power accruing upon any noncompliance or default by Tenant or Landlord with respect to any of the terms hereof, shall impair any such right or power or be construed to be a waiver thereof. A waiver by Landlord or Tenant of any of the covenants and agreements hereof to be performed by Tenant or Landlord shall not be construed to be a waiver of any subsequent breach thereof or of any covenant or agreement herein contained.

Q. NOTICES

1. Proper Notice. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be deemed given when received or rejected after such notice shall have been mailed by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier that provides verification of receipt to the address stated in Section A.3 of this Lease. Landlord shall not mail or deliver any notice or consent to the Premises that is required to be given by or on behalf of Landlord; furthermore, in the event Landlord does mail or deliver such notice or consent to the Premises, proper notice shall not be deemed to have occurred. **Notices may be given by counsel to the parties.**
2. Change of Address. Either party's address as shown in Section A.3 may be changed from time to time by such party giving written notice to the other party of the new address.

R. MORTGAGE SUBORDINATION

Landlord is the manager of the Shopping Center on behalf of Willingboro Town Center Urban Renewal North, LLC. This Lease is and shall at all times, unless Landlord shall otherwise elect, be subject and subordinate to all easements and encumbrances now or hereafter affecting the fee title of the Shopping Center and to all mortgages, deeds of trust, financing or refinancing in any amounts which may now or hereafter be placed against or affect any or all of the land or any or all of the building and improvements now or at any time hereafter constituting part of the Shopping Center and all amendments and renewals thereof, and all advances thereunder. Notwithstanding the foregoing, any successor to Landlord's interest in the Premises, including any ground lessor or holder of any mortgage or deed of trust, or to any purchaser at foreclosure (or by deed in lieu of foreclosure) shall, so long as Tenant is not in material default under this Lease beyond applicable notice and cure periods, recognize and accept this Lease and all terms, conditions, and obligations of Landlord contained herein. Tenant also agrees that any mortgagee or trustee may elect to have this Lease deemed prior to the lien of its mortgage or deed of trust, and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises (except in a sale-leaseback financing transaction), or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage or deed of trust covering the Premises, or in the event of the termination of any lease in a sale-leaseback transaction wherein Landlord is the Tenant, attorn to and recognize such purchaser of assignee or mortgagee as Landlord under this Lease. Tenant agrees that if Landlord's mortgagee or trustee requests confirmation of such subordination and attornment, within twenty (20) days after receipt of written request therefor, Tenant shall execute and deliver whatever instruments (including but not limited to a Memorandum of Lease and/or a Non-Disturbance and Attornment Agreement in recordable form) as may be required for such purposes to carry out the intent of this Section R ("Subordination Request"). Notwithstanding the foregoing, after the first Subordination Request in any twelve (12) consecutive month period, it is agreed that Landlord

shall pay Tenant the sum of Two Hundred Fifty Dollars (\$250.00) for each such additional Subordination Request within said 12-month period as an administrative charge for the processing of the subordination instrument; **provided, however, the first two (2) Subordination Request shall be without charge.** Notwithstanding anything herein to the contrary, processing of the subordination instrument shall not commence prior to receipt of the required administrative charge, which is due and payable at the time of such subsequent Subordination Request.

S. ESTOPPEL CERTIFICATES

At any time and from time to time, subject to the terms and conditions of this Section S, Tenant agrees, within twenty (20) days after receipt of written request from Landlord, to execute and deliver to Landlord for the benefit of such persons as Landlord designates in such request, a statement in writing on a form provided by Tenant ("Estoppel Request"), certifying to the following: (a) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Base Rent, Additional Rent, and other charges hereunder have been paid; (c) that the Premises have been completed on or before the date of such letter and that all conditions precedent to this Lease taking effect have been carried out; (d) that Tenant has accepted possession, that the term of this Lease has commenced, that Tenant is occupying the Premises, that Tenant knows of no default under this Lease by Landlord and that there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord; (e) the actual Rent Commencement Date and the Lease Expiration Date; and (f) that Tenant's store is open for business. Notwithstanding the foregoing, after the first Estoppel Request in any twelve (12) consecutive month period, it is agreed that Landlord shall pay Tenant the sum of Two Hundred Fifty Dollars (\$250.00) for each such additional Estoppel Request within said 12-month period as an administrative charge for the processing of the estoppel statement; **provided, however, the first two (2) Estoppel Requests shall be without charge.** Notwithstanding anything herein to the contrary, processing of the estoppel statement shall not commence prior to receipt of the required administrative charge, which is due and payable at the time of such subsequent Estoppel Request.

T. COVENANT OF QUIET ENJOYMENT

Landlord hereby covenants that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have quiet enjoyment of the Premises without hindrance from any person **claiming by, through or under Landlord.**

U. LIABILITY OF LANDLORD

1. Judgments. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that if Landlord shall fail to perform any covenant, term, condition, or warranty contained in this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title, and interest of Landlord in the Shopping Center, as the same may then be encumbered, and neither Landlord, nor, if Landlord be a partnership, any of the partners comprising such partnership shall be liable for any deficiency. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord other than its interest in the Shopping Center as herein before expressly provided.



2. Transfer of Title. In the event of the sale or other transfer of Landlord's right, title, and interest in the Premises or the Shopping Center, Landlord shall, upon providing Tenant with written notice of said transfer, be released from all liability and obligations hereunder only if its transferee shall assume in writing the obligations of Landlord herein set forth.

V. ENVIRONMENTAL MATTERS – NO HAZARDOUS MATERIALS

1. Acts. For the purposes of this Lease, the term "Hazardous Materials" shall include, without limitation, those substances, materials, or waste described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), (42 U.S.C. 9601, *et seq.*); The Resource Conservation and Recovery Act, as amended (RCRA), (42 U.S.C. 6901, *et seq.*); Emergency Planning & Community Right-to-Know Act, as amended (EPCRA), (42 U.S.C. 11991, *et seq.*); Clean Water Act, as amended (CWA), (33 U.S.C. 1251, *et seq.*); Clean Air Act, as amended (CAA), (42 U.S.C. 7401, *et seq.*); Toxic Substances Control Act, as amended (TSCA), (15 U.S.C. 2601, *et seq.*); Safe Drinking Water Act, implementing regulations for such Acts, and as amended (SDWA), (42 U.S.C. 300(f) *et seq.*); and any other applicable federal, state, local laws or ordinances, and the regulations adopted thereunder, or any other substance, material or waste which has been determined by the United States Environmental Protection Agency, the Federal Occupational Health and Safety Administration, or any other federal or state agency, to be capable of posing significant risk of injury to human health or safety. Hazardous Materials shall not include ordinary household cleaning and maintenance products or those which are part of Tenant's inventory of items for retail sale, provided that such products and items are used with due care, and are used, stored and maintained in accordance with manufacturer's recommendations.
2. Asbestos and Other Hazardous Materials. Landlord warrants that upon the Turnover Date to Tenant the Premises will be free of asbestos and other Hazardous Materials, and if found, Landlord will remove immediately at Landlord's expense.
3. Tenant's Operations. Except as otherwise provided herein, Tenant shall not engage in operations at the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of Hazardous Materials without the prior written consent of Landlord, which consent shall be at Landlord's sole discretion. Tenant also acknowledges that certain events, including termination of this Lease, closing or transferring of operations, or other specific events may require compliance with Industrial Site Recovery Act (formerly known as the Environmental Cleanup Responsibility Act), N.J.S.A. 13:1K-6 *et seq.* ("ISRA"), depending on the activities conducted by Tenant at the Premises. In the event ISRA is applicable to the termination, Tenant will comply with all obligations, requirements or responsibilities under ISRA. Specifically, Tenant shall provide, without limitation: (1) a demonstration of non-applicability of ISRA, or, at the request of Landlord, a determination of non-applicability from the New Jersey Department of Environmental Protection ("NJDEP"); (2) an approval of a negative declaration of NJDEP; (3) the performance of an approved remedial action workplan; (4) the obtaining of a no further action letter, (5) the performance under a remediation agreement; or (6) a de minimis quantity or limited conveyance exception granted by NJDEP to Tenant. The parties acknowledge and agree that, pursuant to the provisions of ISRA, the Tenant shall be, and is hereby, designated the party responsible (the "Party Responsible") to comply with the requirements of ISRA, and that as a result the NJDEP shall have the right to compel the Tenant to so comply. In addition, any failure of Tenant to provide any information and

submission as required under ISRA shall constitute a default under this Lease. Any assignee or subtenant of Tenant shall be deemed to have, and by entering into such assignment or sublease, and/or by entering into possession of the Premises, does hereby, acknowledge that they shall be the Party Responsible, jointly and severally with Tenant, under the provisions of this Lease.

4. Indemnification. Tenant will defend, protect, indemnify, and hold Landlord harmless from and against any and all claims, causes of action, liabilities, damages, costs, and expenses, including, without limitation, attorneys' fees, arising from or in any way connected with Hazardous Materials introduced to the Premises by Tenant or in connection with Tenant's failure to comply with the terms of this Section. Landlord will defend, protect, indemnify, and hold Tenant harmless from and against any and all claims, causes of action, liabilities, damages, costs, and expenses, including, without limitation, attorneys' fees arising from or in any way connected with Hazardous Materials introduced to the Premises or the Shopping Center by Landlord.
5. Tenant's Limitation of Liability. Notwithstanding the provisions of this Section V, Tenant's liability hereunder will be limited to compliance with all federal and state environmental regulations dealing with release of Hazardous Materials by Tenant or breach of the covenants in this Section. Landlord's rights under this Section V shall not extend to requiring Tenant to perform any duties in excess thereof.

#### W. MISCELLANEOUS PROVISIONS

1. Broker's Commissions. Landlord and Tenant hereby agree to recognize **Michael Salove Company** as Tenant's broker in this transaction ("Broker"). Landlord shall be responsible to pay to Broker any commissions related to this transaction pursuant to a separate agreement. Landlord and Tenant hereby warrant to the other that there are no other claims for brokers' commissions or finders' fees in connection with the execution of this Lease, and Landlord and Tenant agree to indemnify and save the other harmless from any liability that may arise from such claims, including reasonable attorneys' fees.
2. Surrender and Holding Over.
  - a. Surrender. Subject to the provisions of Section K.4, Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration of the Lease Term, or its prior termination for any reason, in good condition and repair, broom clean (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and tear excepted).
  - b. Holdover. If Tenant fails to surrender the Premises on the date that the Lease Term expires or terminates, Tenant's continued occupancy shall be deemed to be a tenancy from month-to-month and such tenancy shall be subject to all of the provisions of this Lease in effect at the time of holdover, except that Base Rent shall be payable at the rate of one hundred fifty percent (150%) of the Base Rent at the end of the Term. If Tenant fails to vacate and surrender the Premises within thirty (30) days after written notice from Landlord, Tenant shall also be liable for all damages and liabilities incurred by Landlord as a result of Tenant's failure to vacate.
3. Storage Trailer. At no additional cost to Tenant during the months of November and December only, Tenant shall be permitted to place storage trailer(s) at the rear of the

Premises, subject to local codes and ordinances, provided the location of the same does not adversely affect loading for other tenants of the Shopping Center.

4. Audit Rights. Landlord shall keep accurate records showing in detail all Additional Rent charges provided for in this Lease for a period of two (2) years after the year to which such charges relate. Such Additional Rent charges, including without limitation, the Real Estate Taxes (as provided in Section F.1), the Common Area Maintenance Charge (as provided in Section G.2), and the Property Insurance (as provided in Section L.4), shall be subject to audit by Tenant or an audit firm of Tenant's choice, at Tenant's expense. These records shall, after not less than ten (10) days prior written notice, be made available during normal business hours at the address designated by Landlord for inspection by Tenant. In addition, following such reasonable notice, Tenant, or its authorized agents, shall have the right to examine any and all books, records, papers and documents relating to the Additional Rent charges for the two (2) years prior to the period subject to such audit by Tenant. Tenant shall furnish a copy of such audit to Landlord upon completion thereof. Tenant shall keep such information confidential, except in connection with any proceeding regarding same between Landlord and Tenant. Tenant shall pay all costs in connection with any audit by Tenant, unless Landlord's charges exceed the amount that Landlord is entitled to charge Tenant by more than five percent (5%), in which event the reasonable cost of such audit shall be borne by Landlord, not to exceed One Thousand Five Hundred Dollars (\$1,500.00). Each party shall also immediately pay any and all sums shown by the audit to the other party as additional or overpayment of charges under this paragraph.
5. Mechanic's Liens. Should any mechanic's liens or other liens or affidavits claiming liens be filed against the Premises or any portion thereof or interest therein for any reason whatsoever incident to the acts or omissions of Tenant, its agents or contractors, Tenant shall cause the same to be canceled and discharged of record by payment, bonding, or otherwise, within thirty (30) days after notice by Landlord. Tenant shall require that all contracts entered into by Tenant contain a provision confirm that any and all such alterations, additions or improvements to be made by Tenant are solely for Tenant's immediate use and benefit and that the alterations, additions or improvements being undertaken are not for Landlord's immediate use and benefit. If Tenant fails to discharge a mechanic's lien within the time required above, Landlord shall have the right, but not the obligations, to pay or discharge such lien, in which case Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in so doing, including interest at the Default Rate.
6. Mortgagee Consent. Landlord represents that it has obtained the existing mortgagee's consent to this Lease Agreement, or that such consent is not necessary.
7. Landlord Title Report. Landlord agrees to furnish Tenant with a copy of the Schedule B (Title Exceptions) to the current title policy for the Shopping Center prior to Tenant's execution of this Lease.
8. Recording. Upon the request of either Landlord or Tenant, the other party agrees to execute a Memorandum of Lease setting forth such terms and provisions as may be acceptable to both Landlord and Tenant that may be recorded at the cost of the party desiring recording. If Tenant records such Memorandum, it will promptly record a termination agreement acceptable to Landlord upon the expiration or sooner termination of this Lease.

9. Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.
10. Attorneys' Fees. In the event of any legal proceeding arising out of a dispute among the parties with regard to enforcement of any provision of this Lease, the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs from the non-prevailing party.
11. Jury Trial. In the event of a dispute, Landlord and Tenant agree to waive the right to jury trial.
12. Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord or Tenant to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is in writing and signed by Landlord or Tenant.
13. Force Majeure.
  - a. Events of Force Majeure Prior to Tenant Opening for Business in the Premises. Force Majeure shall mean delays caused by any governmental or quasi-governmental entity; shortages of materials, natural resources or labor; fire; catastrophe; labor strikes; civil commotion; riots; war; acts of God; governmental prohibitions or regulations including administrative delays in obtaining building permits; inability to obtain materials; or any and all other extraordinary causes (but not including financial inability). Therefore, if an event of Force Majeure occurs prior to Rent Commencement Date, neither party shall have any liability to the other for non-performance of the affected provision of this Lease. Neither party shall be in default under this Lease for failure to perform due to Force Majeure. If an event of Force Majeure occurs, the period of time Landlord or Tenant has for performance as provided in this Lease shall be extended one day for each day performance is delayed by such event of Force Majeure.
  - b. Events of Force Majeure After Tenant Opens for Business in the Premises. Notwithstanding the foregoing, if an event of Force Majeure occurs after the Rent Commencement Date, neither party shall have any liability to the other for non-performance of the affected provision of this Lease; provided, however, in no event shall any event of Force Majeure affect Tenant's obligations (inclusive of the timing the same may be due) for Base Rent or Additional Rent except as expressly provided in this Lease. Neither party shall be in default under this Lease for failure to perform due to Force Majeure (except in this Section W.13.b. in the case of payment of Base Rent or Additional Rent as provided herein). If an event of Force Majeure occurs, the period of time Landlord or Tenant has for performance (excluding payment of Base Rent or Additional Rent) as provided in this Lease shall be extended one day for each day performance is delayed by such event of Force Majeure.
14. No Partnership. Landlord and Tenant do not, in any way or for any purpose, become a partner with the other in the conduct of either's business.

15. Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease nor in any way affect this Lease.
16. Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever.
17. No Presumption Against Drafter. Both parties have freely negotiated this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.
18. Authority to Sign Lease. Each of the persons signing this Lease represents and warrants that he has been duly authorized to sign this Lease by all necessary action on the part of the entity on whose behalf he has signed this Lease.
19. Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.
20. Landlord's Alteration. Landlord shall have the right to engage in construction, remodeling, or other alterations of the Shopping Center and Common Areas that are not as a result of a casualty as provided for in Section M of this Lease ("Landlord's Alteration"). In the event such Landlord's Alteration adversely impacts customer or employee access to or visibility of the Premises or the Common Areas directly in front of the Premises and such condition exists for more than **twenty (20) consecutive days, and Tenant is open for business at such time**, then in lieu of Base Rent and Additional Rent Tenant shall have the right to pay the lesser of (i) six percent (6%) of Gross Sales or (ii) one-half (1/2) Base Rent and full Additional Rent ("Alteration Alternate Rent"). Tenant shall have the right to pay Alteration Alternate Rent for each day or part thereof which elapses between the date the condition commenced and the date the condition is corrected. **Tenant shall not have the right to pay Alteration Alternate Rent in connection with the performance of required repairs, compliance with legal requirements, condemnation, casualty or default by Tenant.**
21. Radon Gas Disclosure. Intentionally Deleted.
22. Time is of the Essence. Time is of the essence with regard to this Lease, except with respect to the following conditions:
  - (a) The exercise by Tenant of any applicable Renewal Term pursuant to Section C.3, in which event the notice period provided therein shall be extended for an additional period of five (5) business days before Tenant's right to exercise such Renewal Term may be deemed null and void hereunder; and

- (b) Any dispute that may arise in connection with any portion of the detailed statement of the Common Area Maintenance Charge, Real Estate Taxes or Property Insurance provided by Landlord pursuant to the provisions of Section F.2, G.4, and L.4.b. in which event (a) Tenant shall provide Landlord written notice of such dispute within the ninety (90)-day period following Tenant's receipt of Landlord's detailed statement, as provided herein, and (b) if applicable, Tenant shall pay the entire Tenant's Proportionate Share of any undisputed portion of such charges within such ninety (90)-day period in accordance with the Lease, pending resolution of such dispute.

23. Same Shopping Center Relocation. Intentionally Deleted.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed as of the date and year first above written.

**WITNESS**

\_\_\_\_\_

**LANDLORD**

**WILLINGBORO TOWN CENTER NORTH MANAGER,  
LLC**  
a New Jersey limited liability company

By \_\_\_\_\_  
Thomas Juliano

Title \_\_\_\_\_

FEIN # \_\_\_\_\_

Date \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**TENANT**

**DOLLAR TREE STORES, INC.,**  
a Virginia corporation

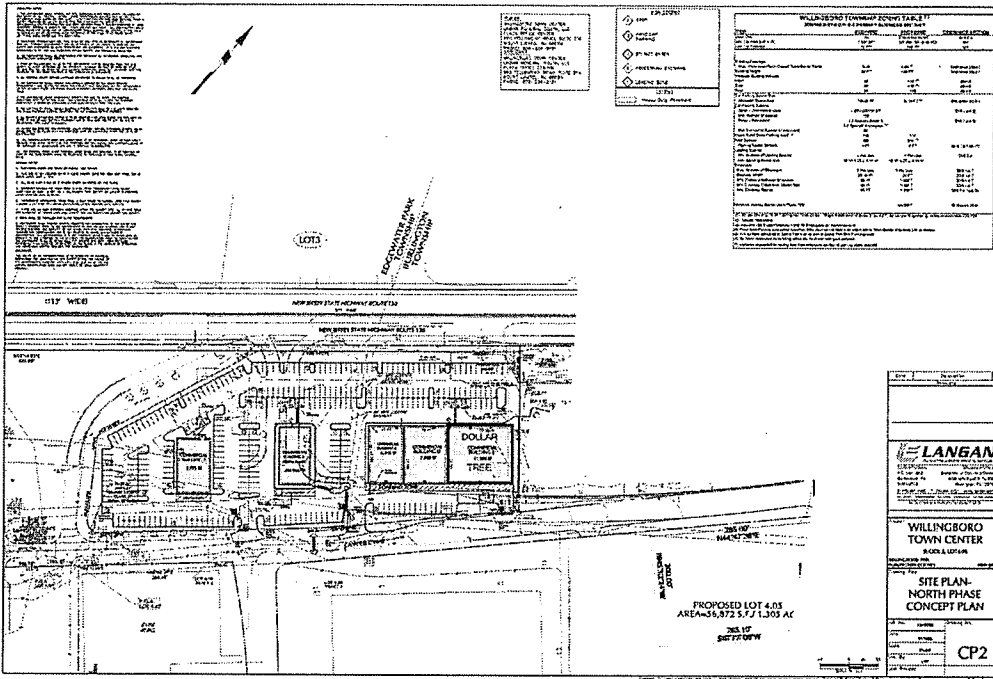
By \_\_\_\_\_  
Robert G. Gurnee, Vice President  
Real Estate Department

FEIN # 54-1387365

Date \_\_\_\_\_

EXHIBIT A

SITE PLAN





## EXHIBIT B

### LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Willingboro, County of Burlington, State of New Jersey, and being more particularly described as follows:

BEGINNING at the intersection of the southerly side of New Jersey State Highway Route 130 (115.00 feet wide), the westerly line of Block 3, Lot 4.02 and the easterly line of Block 3, proposed Lot 4.06; said point being marked by a concrete monument; thence

- (1) Along the dividing line between Block 3, Lot 4.02 and Block 3, proposed Lot 4.06, South 39 degrees 45 minutes 57 seconds East, a distance of 270.93 feet; thence
- (2) South 44 degrees 47 minutes 36 seconds West, a distance of 328.00 feet; thence
- (3) South 48 degrees 42 minutes 20 seconds West, a distance of 397.91 feet; thence
- (4) Southwesterly, westerly and northwesterly along a curve to the right, having an arc distance of 34.24 feet, a radius of 20.00 feet and a central angle of 98 degrees 06 minutes 08 seconds and being subtended by a chord which bears North 82 degrees 14 minutes 36 seconds West, 30.21 feet; thence
- (5) North 33 degrees 11 minutes 32 seconds West, a distance of 144.48 feet; thence
- (6) North 22 degrees 14 minutes 03 seconds East, a distance of 312.38 feet to the southerly sideline of New Jersey State Highway Route 130 (115.00 feet wide); thence
- (7) Along said highway, North 50 degrees 14 minutes 03 seconds East, a distance of 406.36 feet; thence
- (8) Still along said highway, North 50 degrees 00 minutes 33 seconds East, a distance of 46.00 feet to the point and place of BEGINNING.

The above description was prepared in accordance with a plan prepared by Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, Job #15491, dated September 1, 2000 and last revised on September 28, 2000 as drawing #05.05.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 4.06 in Block 3 on the Township of Willingboro Tax Map.

EXHIBIT C

LANDLORD'S WORK and TENANT'S WORK

Exhibit "C"

Construction Criteria

"Tenant's in-line Shell" (New or Existing Construction)

Willingboro Town Center  
Shopping Center Name

Deal # \_\_\_\_\_

**GENERAL CONDITIONS:**

- A) Landlord is responsible to provide Dollar Tree Stores, Inc., hereinafter "Tenant" with one (1) full size engineered site plan (updated) in CADD format, showing all improvements, property lines, site set backs, easements, drive aisles, parking spaces with handicap spaces marked, striped handicap paths, curbing and curb cuts. Site plan shall be provided with a WB-67 truck template showing how Tenant's freight truck will maneuver throughout site, to Tenant's delivery area, and back off of the site without obstacles that will disrupt delivery or parking. If Landlord cannot provide said site plan, Landlord will reimburse Tenant 100% of the costs associated with the development of said plan. **Paper copy acceptable for existing centers only.**
- B) Landlord shall provide Tenant with an architectural floor plan, all exterior elevations, wall sections, roof plan, mechanical and electrical drawings in CADD format for the Premises, for Tenant's use in completing their construction documents. If Landlord can not provide, Landlord will reimburse Tenant 100% of the costs associated with the development of said plans.
- C) Landlord is responsible, as part of the Landlord's work provided herein, for any code required upgrades to the Premises not specific to Tenant's retail use of the Premises. Such items shall include but not be limited to Fire Suppression System, Fire Monitoring System, all State Codes, all Local Codes, Health Department Rules and Regulations, ADA Law, Handicap Code, Energy Compliance, EPA Rules and Regulations, and any Structural or Site modifications required for code compliance.
- D) ~~Landlord shall remove previous tenant's signs and/or reimburse Tenant for the cost of said removal. Sign band is to be in new or like new condition and Landlord, at Landlord's expense, will complete all patching and painting.~~ *N/A*
- E) All construction, all materials, all installation, all fixtures, and quantities shall meet ADA Law, Handicap Code, Energy Compliance, EPA Rules and Regulations, OSHA Rules and Regulations, Health Department Rules and Regulations, State Codes, Local Codes, and National Codes currently in effect pertaining to Tenant's specific retail use.
- F) Tenant will provide construction documents for Tenant's scope of work to the Landlord for approval. Approval and/or comments must be received in writing by Tenant from Landlord within fifteen (15) days from the date Landlord receives Tenant's construction documents. If approval or comments are not received from Landlord within the above time frame, Tenant will proceed with construction as indicated on the final plans provided to Landlord. Tenant will provide Landlord a preliminary drawing showing the Landlord's scope of work, if any, i.e. how the space should be provided to Tenant as per the Lease Criteria. ~~Tenant will not provide Landlord drawings to permit or build from. Landlord shall hire an Architect and Engineer to complete drawings for Landlord's scope of work.~~
- G) Prior to the Turnover Date, the Landlord shall provide all necessary pipes, mains, conduits, wire and cables to the Premises and services for domestic water, natural gas, electricity, telephone which shall be separately metered. Landlord will provide telephone

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Shopping Center Name \_\_\_\_\_

Deal # \_\_\_\_\_

lines to the Premises and to the D-mark. Effective as of the Turnover Date all plumbing, electrical, natural gas, and telephone shall be in good working order.

- H) Should it become necessary for Landlord and Tenant to work side-by-side in the Demised Premises prior to the Delivery Date, a separate agreement will be drafted by Tenant outlining the terms and conditions of such arrangement.
- I) Landlord may purchase lighting and HVAC units through Tenant's national account vendor. Such contract will be between Landlord and Tenant's national account, and Tenant has no liability for said contract. If so desired, please contact the Tenant's Construction Department for contact names and phone numbers.
- J) Landlord shall provide Tenant with a Phase I environmental report (and Phase II if applicable) for the Premises. Landlord shall remove any and all Hazardous Materials to include but not limited to asbestos, lead, and mold within the Premises.
- K) Building shell and component construction shall meet the Energy Conservation Code for an energy efficient building envelope for a conditioned mercantile space. Landlord shall provide drawings (by a registered professional for that jurisdiction) that sufficiently indicates the pertinent data of the U-factors of the envelope systems, U-factors of fenestration products, R-values of the insulating materials, size and type of equipment and their controls and other pertinent data to indicate compliance with the requirements of this code and relevant laws, ordinances, and rules and regulations. Roof, floor, wall cavity, and duct distribution systems insulation shall be installed in a manner that permits inspection of the manufacturer's R-value identification mark.

**SITE SPECIFIC:**

The following are specific details for Tenant's Shell requirements. Any deviation to the criteria below must be negotiated prior to Lease execution. The floor plans and elevation drawings attached are provided for examples only, not for construction. Construction based on Tenant-provided example drawings could result in additional expense to Landlord for items placed in the wrong locations. Tenant's final plans will reflect exact locations, quantities and materials to be used. Landlord shall contact Tenant for site specific drawings prior to starting any and all construction if Landlord has not already received them.

- 1) Walls: **Demising Walls:** Defined as any wall that separates Tenant from all adjacent tenants, exterior of building (parking lot area, sidewalks, loading area, etc), common corridors (freight, egress, etc), Shopping Center canopy and/or sign facade area, etc.

**Interior Demising Walls:** Landlord shall construct fire rated demising wall(s) to separate Tenant from adjacent Tenant's as per code and as defined above. Demising wall shall have GWB on each side to roof deck and shall be finished and ready for Tenant's finishes from finished floor to six inches (6") above finished ceiling. See below for Tenant approved wall construction methods.

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Exhibit "C"  
Construction Criteria  
"Tenant's in-line Shell" (New or Existing Construction)

Shopping Center Name \_\_\_\_\_

Deal # \_\_\_\_\_

**Rear Demising Wall:** Landlord shall construct rear demising wall to include freight and egress doors per section 7, for rear access as indicated on Tenant plans.

**Tenant Approved Construction Methods**  
(Demising and Rear Demising Wall)

**Metal or Wood (where approved by code) Studs-** with fire rated GWB (gypsum wall board) each side to roof deck.

**CMU (concrete masonry unit) or Tilt-Up Concrete-** walls shall be furred with metal or wood (where approved by code) furring and GWB to roof deck on Tenant side only. All sales area perimeter walls shall be furred with GWB, finished and ready for Tenant's finishes. All furring to be ran vertically to accommodate Tenant's fixture installation, not horizontally. Exposed CMU walls are allowed in Tenant's stock room area only.

**2) Floors:**

**Entire Space:** A level and smooth concrete slab exposed throughout Premises, free of leveling products (unless existing construction), with not more than one-eighth inch (1/8") variation in ten feet (10'-0"). All required expansion and control joints properly installed and ready to accept Tenant's floor finishes. On-grade floors shall have functioning vapor barrier installed beneath the slab. Landlord shall leave a sixteen foot by sixteen foot (16'-0"x16'-0") leave-out in the rear of the space for utility stub-up and toilet plumbing installation located as per Tenant's final plans.

**3) Roof Structure:**

Landlord shall provide complete structurally sound and leak free roof system for building with structural support adequate to accommodate HVAC roof top package units. HVAC units shall be positioned randomly as required to utilize concentric air supply and return design, not in a single straight line. Overall building height shall be adequate to accommodate Tenant's ductwork (when concentric distribution is not possible), while maintaining a minimum interior ceiling height of twelve feet (12'-0") AFF. Tenant requires a minimum of two foot (2'-0") clearance between Tenant's finish ceiling and any obstruction above ceiling (ex: bar joist, steel beam, sprinkler piping, etc) for Tenant's ductwork. Tenant requires a minimum "R" factor of thirty (30) for the roof insulation or as required to meet local code requirements for a mercantile building.

**4) HVAC:**

Tenant requires that the Landlord provide and install in accordance with the manufacturer's recommendations all HVAC equipment as shown on Tenant's mechanical engineered design documents. Tenant's basic

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design is based on approximately one (1) ton cooling for every three hundred and fifty (350) square feet. Tenant's design document and equipment requirements supersede the aforementioned approximate design parameters. Natural gas or Propane is the required sources for heating. Prior to installation, electric heat units and heat pumps must be approved by Tenant. Carrier is Tenant's preferred manufacturer for HVAC equipment. Each HVAC unit shall be provided with the following accessories: roof curb, duct-type smoke detector(s) in main trunks as required by code, full sized main supply and return air duct drops to bottom cord of roof joists, differential enthalpy economizer controls, gravity back-draft dampers, a separately powered convenience outlet, disconnect switch and louvered coil guards. Landlord is required to install the HVAC units, roof curbs, duct type smoke detector(s) and duct drops. Tenant is responsible for electrical and gas hookups and all air distribution within the space. When required by local codes, Landlord shall provide Tenant with building envelope energy code calculations.

**5) Utilities:**

**Sanitary Waste:** Landlord shall provide and install underground a four inch (4") minimum sanitary waste line to the utilities "leave-out" area mentioned in Section 2 of this Exhibit. Landlord shall cap the sanitary waste piping at the future connection point and provide a pipe extension up to five inches (5") above finished floor level.

**Domestic Water:** Landlord shall provide a separately metered and capped one-inch (1") cold water line with shut-off valve, back flow preventer, or other required devices at or near the utilities "leave-out" area mentioned in Section 2 of this Exhibit. Domestic water service shall be provided complete from the local utility, including meter at the Landlord's meter bank, ready for transfer to Tenant. Locations where Landlord does not have a designated location for water meters, Landlord shall locate Tenant's water meter above the "leave-out" area.

**Gas Service:** Landlord shall provide a separately metered gas service pipe stubbed up from the ground at the rear wall of the Premises. Landlord shall label the gas service piping with the appropriate gas pressure provided by the utility company. The gas service piping shall be sized per the Tenant's design on final drawings.

**Electrical Service:** Landlord shall provide a separately metered electrical service with meter base, CT cabinet, and fused service disconnect (with over current protection) on the exterior of the rear wall of the Premises. Service shall include empty conduit(s) with pull string from the disconnecting means to the location of the future panels in Tenant's space. Location for the disconnecting means and the future panels shall be approved by Tenant and reflected on Tenant's final plans. Below are the electrical service requirements for 208Y120V (3 phase, 4 wire) and 480Y277V (3 phase, 4 wire) service configurations. If

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the site has a different service voltage configuration, please contact Tenant for appropriate service size.

**0 square feet up to 5,999 square feet-**

208Y120V, 200 Amps OR 480Y277V, 100 Amps

**6,000 square feet up to 14,999 square feet-**

208Y120V, 600 Amps OR 480Y277V, 300 Amps

**15,000 square feet up to 18,000 square feet -**

208Y120V, 800 Amps OR 480Y277V, 400 Amps

**Landlord shall contact Tenant for electrical service requirements for spaces larger than indicated above prior to electrical installation.**

**6) Fire Suppression:**

Landlord shall provide capped sprinkler riser to Tenant's approved stub-out location. Landlord shall provide all controls, monitoring, and valves upstream of the Tenant stub-out. Landlord shall provide back flow preventer. Sprinkler system design criteria shall be per the NFPA 13, Ordinary Hazard, Group Two (2) requirements to accommodate Tenant's mercantile business.

**7) Doors:**

**Freight Delivery Door:** Landlord shall install one (1) pair of three foot by seven foot (pair 3'-0"x7'-0") hollow metal doors and frame in accordance with Tenant's final plans. Door hardware shall include three (3) pair hinges (4-1/2" heavy weight, non-removable), door sweep (both doors), rain drip (above door), one-half inch (1/2" high) maximum aluminum threshold, closer (s), weather stripping, and locking device to secure space until Landlord turns Premises over to Tenant. See attached floor plan and door schedule for examples.

**Exterior Egress Door:** Landlord shall install one (1) three foot by seven foot (3'-0"x7'-0") hollow metal door and frame in accordance with Tenant's final plans. Door hardware shall include one and one-half (1-1/2) pair hinges (standard weight, non-removable pins), door sweep, flush bolts (both doors), overhead holder/stops (both doors), rain drip (above door), closer, one-half inch (1/2" high) maximum aluminum threshold, weather stripping, and locking device to secure space until Landlord turns Premises over to Tenant. See attached floor plan and door schedule for examples.

**8) Storefront, Doors, and Windows:**

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Shopping Center Name \_\_\_\_\_

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**Inline Strip Center:** Landlord shall install glass and aluminum storefront at least ten feet (10'-0") tall with a pair of three foot by seven foot (3'-0"x7'-0") doors located in accordance with Tenant's final plans. Storefront aluminum shall be either dark bronze or clear anodized aluminum material. Storefront glazing (glass) shall be a minimum one inch (1") clear insulated low "E" glazing throughout entire storefront area, including storefront doors. Tenant requires full height glass on seventy five percent (75%) of the width of the Premises. Tenant will accept knee walls no higher than four feet (4'-0") AFF where site restrictions exist only. Please refer to attached elevations for examples.

**Enclosed Mall:** Landlord shall in Vision Guard M9 roll-up gate by Metro Door or equal. All gates in excess of fifteen feet (15'-0") wide must have motorized controls to raise and lower the gate.

**9) Exterior Loading Platforms and Landings:**

Tenant does not require a loading dock for all stores. Tenant will require a loading platform and/or landing where existing site conditions warrant the need for one due to a difference in exterior grade and interior finish floor height. Landlord will be responsible to install per Tenant's schematic design. See below for Tenant's requirements of a loading platform and/or landing.

**If the difference from exterior grade to interior finish floor is:**

**Freight Door Location:**

**Six Inches (6") or less:** Landlord shall install concrete exterior landing, ramp, and railing at exterior freight door if a difference in grade and finish floor height exists.

**Over six Inches (6"):** Landlord shall install exterior loading platform, ramp, swing gate, and railing at exterior freight door if a difference in grade and finish floor height exists. Platform design must be approved by Tenant prior to construction. Stairs off platform are acceptable by Tenant when platform is large enough for an "area of refuge" and where code allows.

**Egress Door Location(s):**

Landlord shall install exterior landing, ramp, and associated railing as required by code at each required egress door that has a difference in grade and interior floor height. Stairs off landing are acceptable by Tenant when landing is large enough for an "area of refuge" and where code allows.

**Note: Loading platforms and landings can be constructed of either concrete or metal, must be sealed and/or primed and painted to**

Revised 8/22/2005

6

Exhibit "C"  
Construction Criteria  
"Tenant's in-line Shell" (New or Existing Construction)

Shopping Center Name \_\_\_\_\_

Deal # \_\_\_\_\_

protect from exterior elements. Landlord shall install bollards as required to protect platform, landing, stair, and ramp as necessary.

10) Miscellaneous Items:

Landlord shall construct all necessary walls to separate Tenant from other adjacent tenants' electrical and mechanical equipment and sprinkler risers. Tenant does not allow adjacent tenants' mechanical and electrical to fall within Tenant's Premises. Landlord will also be responsible to install all associated doors to accommodate such rooms.

11) Storefront/Sign Façade:

**Tenant's Prototype:** Landlord shall provide Tenant's prototypical storefront/sign façade (see attached). Landlord shall provide all materials, all construction, and all drawings necessary to build Tenant's prototypical storefront/ sign façade. Landlord shall install plywood for support of Tenant's future signage in area indicated on Tenant's final signage plan. Landlord shall provide a two foot by two foot (2'-0"x2'-0") access panel in canopy for access to Tenant's signage.

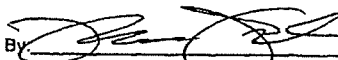
OR

**Landlord's Design:** Landlord shall provide Tenant's with an Anchor-like storefront/sign façade. Façade design must be mutually agreed upon by Landlord and Tenant prior to construction. Landlord shall provide all materials, all construction, and all drawings necessary to build Tenant's storefront/ sign façade. Landlord shall install plywood for support of Tenant's future signage in area indicated on Tenant's final signage plan. Landlord shall provide a two foot by two foot (2'-0"x2'-0") access panel in canopy for access to Tenant's signage.

12) Demolition:

**Existing Construction Only:** Landlord is to fully demolish the entire space including, but not limited to, the existing ceiling, lights, mezzanines, millwork, previous tenant finishes and fixtures, interior walls, restrooms, load bearing walls, etc. The space shall be in "Broom Clean" condition.

Landlord Accepts Dollar Tree Criteria **PLEASE RETURN WITH YOUR SIGNED LEASE PROPOSAL**

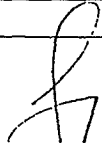
By: 

Name: Thomas Juliano

Title: Manager

Date: 1-22-07

Revised 8/22/2005

 3/29/07

7



EXHIBIT D


TENANT'S SIGN PACKAGE



Sign Criteria

Shopping Center Name \_\_\_\_\_

Deal # \_\_\_\_\_

- A. Dollar Tree's primary means of advertising is our National Sign Package. Attached are examples of acceptable sign packages for our stores, to include our Storefront Decal Program.
- B. Dollar Tree holds federal registered trademarks on our name, Logo,  and our tagline of **Everything's \$1.00**, as well as the color of *Cyro Green*. In order to maintain national consistency these trademarks must be used. It is illegal for any municipality to require any modification to any registered trademark. Please see our SEC filings for specific language regarding our trademarked items and refer to the Lanham Act for specific language regarding trademark protection.
- C. The actual size, color and configuration will be determined by local code and the physical dimensions of the sign band only.
- D. Dollar Tree will field survey each location, and determine based on the above criteria the exact sign package for the store. A color rendering will be attached to the Lease as Exhibit D. Landlord is responsible for removing previous tenants signs or reimburse Dollar Tree for the cost of said removal. Sign band is to be in new or like new condition. Landlord, at Landlord's expense will complete all patching and painting.
- E. Prior to installation, a Dollar Tree approved sign vendor will forward shop drawings to the Landlord, or Landlord's representative, for final approval of method of installation.
- F. Dollar Tree will take advantage of space available on pylons/monuments, undercanopy and side or rear building signs. These will conform to the above criteria and be addressed on a case-by-case basis. See attached for examples.

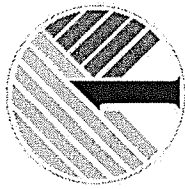
Landlord Accepts Dollar Tree Criteria

PLEASE RETURN WITH YOUR SIGNED LEASE PROPOSAL

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# DOLLAR TREE

## Everything's \$1.00

SIGN LAYOUT

Mounting

**DOLLAR TREE**

**DOLLAR TREE**

**DOLLAR TREE**

**DOLLAR TREE**  
Everything's \$1.00

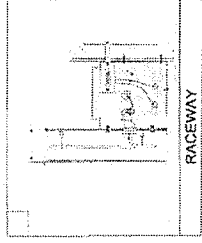
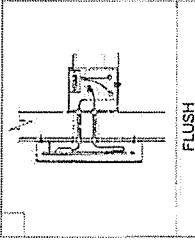
Everything's \$1.00 **DOLLAR TREE** Everything's \$1.00

Everything's \$1.00 **DOLLAR TREE** Everything's \$1.00

**Colors**

Letters  
Faces - 5121-0 Cyro Green  
Cans - Duranodic Bronze/White  
Trim - Duranodic Bronze/White

Logo  
Faces - Lt Green, Dk Green, Black  
Cans - Duranodic Bronze/White  
Trim - Duranodic Bronze/White



**DOLLAR TREE**

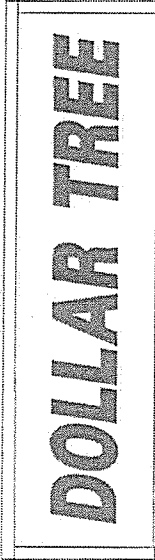
500 Volvo Parkway, Chesapeake, VA 23320

Store #  
Location

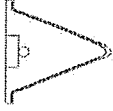
Deal #

D:  
W:  
Willingboro, NJ

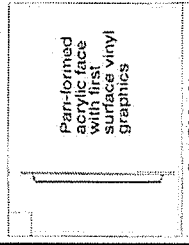
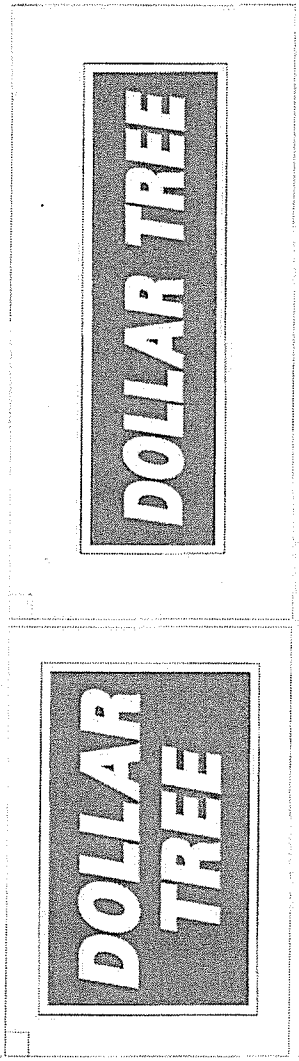
**UNDERCANOPY FACE LAYOUT**



End View

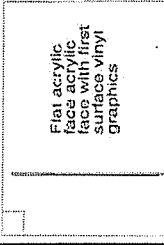


**PYLON FACE LAYOUT**



Pan-formed acrylic face with first surface vinyl graphics

PAN FORMED



Flat acrylic face with first surface vinyl graphics

FLAT

**Colors**

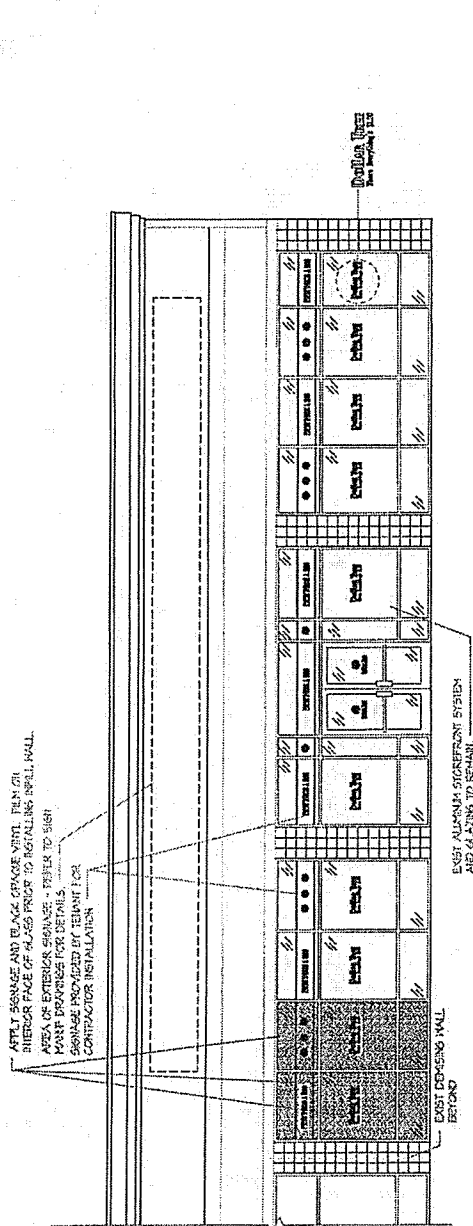
Undercanopy Faces  
Background - White  
Dollar Tree copy - Kelly Green

Pylon Faces  
Background - 3m Vivid Green  
Dollar Tree copy - White

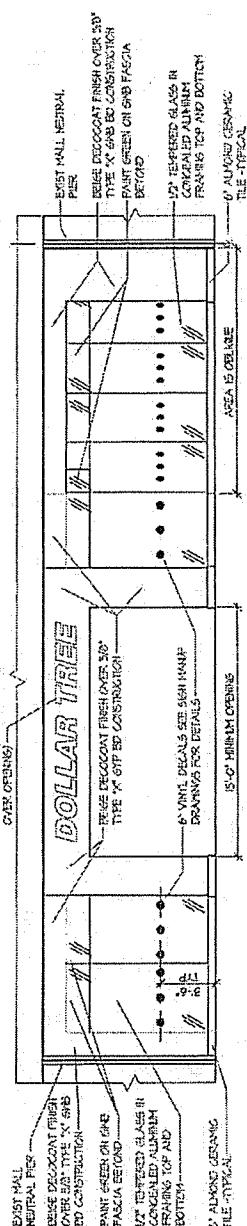
**DOLLAR TREE**  
500 Volvo Parkway, Chesapeake, VA 23320

Slot #  
Location

Deal #



**TYPICAL STRIP CENTER ELEVATION**  
SCALE: 1/8"



**TYPICAL MALL ELEVATION**  
SCALE: 1/8"

Willingboro Town Center  
Willingboro, NJ

**THIS SIGN PACKAGE REPRESENTS  
DOLLAR TREE'S REGISTERED,  
TRADEMARKED  
SIGN LETTERING AND COLORING**

**Int. Cl.: 35**

**Prior U.S. Cls.: 100, 101 and 102**

**United States Patent and Trademark Office**

**Reg. No. 2,195,920**

**Registered Oct. 13, 1998**

**SERVICE MARK  
PRINCIPAL REGISTER**

**DOLLAR TREE**

**DOLLAR TREE STORES, INC. (VIRGINIA  
CORPORATION)  
2355 ELLSMERE AVENUE  
NORFOLK, VA 23513**

**FOR: RETAIL VARIETY STORE SERVICES,  
IN CLASS 35 (U.S. CLS. 100, 101 AND 102).  
FIRST USE 11-0-1991; IN COMMERCE  
11-0-1991.  
OWNER OF U.S. REG. NOS. 1,654,110,  
1,760,481, AND 1,760,482.**

**NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "DOLLAR", APART FROM  
THE MARK AS SHOWN.**

**THE DRAWING IS LINED FOR THE COLOR  
GREEN.**

**SER. NO. 75-375,010, FILED 10-17-1997.**

**HAE PARK, EXAMINING ATTORNEY**

**EXHIBIT E**

**EXCLUSIVES and RESTRICTIONS**

Landlord warrants that as of this date hereof there are no recorded or unrecorded restrictions or other tenant exclusives which would prohibit Tenant's use of the Premises as stated in section A.2 of this Lease.

Exhibit "B"



Exhibit B

Willingboro Town Center North Manager, LLC  
 Certified Rent Roll  
 9/6/2007

Tenant	Net Rentable Area	Lease Start Date	Lease End Date	Annual Base Rent	Annual Per Square Foot Rent	Reimbursements			Renewal Options
						Taxes	Insurance	Operating Expenses	
Dollar Tree	11,500	12/1/2007	11/31/2017	149,500.00	13.00	Pro Rata	Pro Rata	Pro Rata	2-5yr
Sleepy's	7,500	11/1/2007	10/31/2012	127,500.00	17.00	Pro Rata	Pro Rata	Pro Rata	1-5yr
Carpet Dimensions	4,200	12/1/2007	11/31/2017	75,600.00	18.00	Pro Rata	Pro Rata	Pro Rata	0
		12/1/07 - 11/31/09	\$75,528.00/Annual or \$17.28 PSF						
		12/1/09 - 11/30/10	\$79,724.00/Annual or \$18.28 PSF						
		12/1/10 - 11/30/11	\$82,241.60/Annual or \$19.58 PSF						
		12/1/11 - 11/30/12	\$84,843.12/Annual or \$20.20 PSF						
		12/1/12 - 11/30/13	\$87,528.56/Annual or \$20.84 PSF						
		12/1/13 - 11/30/14	\$90,297.92/Annual or \$21.50 PSF						
		12/1/14 - 11/30/15	\$93,151.20/Annual or \$22.18 PSF						
		12/1/15 - 11/30/16	\$96,088.40/Annual or \$22.88 PSF						
		12/1/16 - 11/30/17	\$99,109.52/Annual or \$23.60 PSF						
Vacancy	14,718								
<b>Total</b>	<b>37,918</b>			<b>352,600.00</b>					

CERTIFICATION: I hereby certify that I am an authorized signatory of the borrowing entity, and that as of 9/6/07 the attached report(s) are true, accurate and complete as addition, all tenants are in occupancy, open for business, and paying rent unless otherwise noted.

BY: Thomas E. Whelan  
 Thomas E. Whelan, Member

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS  
AND SECURITY AGREEMENT**

DATED AS OF SEPTEMBER \_\_, 2007

IN THE AMOUNT OF \$6,200,000.00

MADE BY

WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, LLC,  
a New Jersey limited liability company  
and  
WILLINGBORO TOWN CENTER NORTH MANAGER, LLC,  
a New Jersey limited liability company  
each having an office at 560 Fellowship Road, Suite 214  
Mount Laurel, New Jersey 08054  
as Mortgagor

CIBC INC.,  
a Delaware Corporation  
having an office at 200 West Madison Street, Suite 2300  
Chicago, Illinois 60606,  
as Mortgagee

WHEN RECORDED RETURN TO:  
Cassin Cassin & Joseph LLP  
711 Third Avenue, 20<sup>th</sup> Floor  
New York, New York 10017  
Attn: Michael J. Hurley, Jr., Esq.

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**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS  
AND SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "**Mortgage**"), dated as of September \_\_\_, 2007, is made by **WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, LLC**, a New Jersey limited liability company ("WTC"), and **WILLINGBORO TOWN CENTER NORTH MANAGER, LLC**, a New Jersey limited liability company ("**WTC Manager**"; WTC and WTC Manager shall collectively be referred to as "**Mortgagor**"), each having offices at 560 Fellowship Road, Suite 214, Mount Laurel, New Jersey 08054, to **CIBC INC.**, a Delaware Corporation, having offices at 200 West Madison Street, Suite 2610, Chicago, Illinois 60606, its successors and assigns ("**Mortgagee**").

RECITALS:

A. Mortgagor and Mortgagee have entered into that certain Construction Loan Agreement dated as of the date hereof (as the same may be amended and supplemented from time to time, the "Loan Agreement"), whereby Mortgagee has agreed to make a loan (the "**Loan**") available to Mortgagor, in the maximum aggregate amount at any time outstanding not to exceed the sum of **SIX MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,200,000.00)** to finance the construction and leasing costs associated with the development of the Mortgaged Property (as hereinafter defined).

B. To evidence the Loan, Mortgagor has executed and delivered to Mortgagee the Note (as defined in the Loan Agreement), of even date herewith, in the principal sum of **SIX MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,200,000.00)** in and by which Note Mortgagor promises to pay said principal sum, or so much thereof as has been advanced, together with interest at the rate or rates and in installments as provided in the Note.

C. The execution and delivery of this Mortgage by Mortgagor is a condition precedent to the performance by Mortgagee of its respective obligations under the Loan Agreement.

D. Mortgagor has or may in the future enter into one or more Interest Rate Protection Products or Interest Rate Agreements satisfactory to Mortgagee to stabilize or limit costs incurred by Mortgagor in connection with the Loan due to fluctuation in interest rates.

AGREEMENTS

NOW, THEREFORE, THAT FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$10.00), AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, MORTGAGOR HEREBY IRREVOCABLY MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, PLEDGES, SETS OVER AND ASSIGNS, AND GRANTS A SECURITY INTEREST, TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, with power of sale, in all of Mortgagor's estate, right, title and interest in, to and under any and all of the following described property, whether now owned or hereafter acquired (collectively, the "**Mortgaged Property**"):

A. All that certain real property situated in the Town of Willingboro, County of \_\_\_\_\_, State of New Jersey, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Real Estate**"), together with, to the extent assignable, all of the easements,

rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "**Improvements**");

C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Mortgagor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Mortgagor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned by tenants of space in the Improvements or leased by such tenants from bona fide third parties unaffiliated with Mortgagor);

D. To the extent assignable, all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other entitlements or development rights now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate and/or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

F. To the extent assignable, all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate;

G. To the extent assignable, all cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Mortgagee pursuant to this Mortgage or any other of the Loan Documents (as hereinafter defined), including, without limitation, all funds now or hereafter on deposit in the Impound Account (as hereinafter defined) (and the Interest Payment Reserve, T&I Impound Account and all Subaccounts), as such terms are defined in that certain Cash Management Agreement dated on or about the date hereof (the "**Cash Management Agreement**") by and among Mortgagor, [MANAGER] and Mortgagee;

H. To the extent assignable, all leases (including, without limitation, oil, gas and mineral leases), licenses, concessions and occupancy agreements of all or any part of the Real Estate or the Improvements now or hereafter entered into (each, a "**Lease**" and collectively, the "**Leases**") and all rents, royalties, issues, profits, revenue, income and other benefits (collectively, the "**Rents**") of the Real Estate or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of

the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable (each, a "**Tenant**" and collectively, the "Tenants"), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

I. To the extent assignable, all contracts and agreements now or hereafter entered into covering any part of the Real Estate or the Improvements (collectively, the "**Contracts**") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements;

J. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part to of the Real Estate or the Improvements;

K. To the extent assignable, all present and future funds, accounts (including, without limitation, the Impound Account, the Interest Payment Reserve and the Deficiency Account (as defined in the Loan Agreement)), instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Estate or the Improvements, all names by which the Real Estate or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Mortgagor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Real Estate or the Improvements (collectively, the "**General Intangibles**");

L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Estate or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements;

M. All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements;

N. All right, title and interest of Mortgagor in any insurance policies or binders now or hereafter relating to the Mortgaged Property, including any unearned premiums thereon;

O. To the extent assignable, all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and proceeds of refunds of any taxes or assessments levied against the Mortgaged Property with respect to any period in which this Mortgage encumbers the Mortgaged Property; and

P. All other or greater rights and interests of every nature in the Real Estate or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Mortgagor.

FOR THE PURPOSES OF SECURING:

(1) The debt evidenced by the Note, together with interest as therein provided;

(2) The full and prompt payment and performance of all of the provisions, agreements, covenants and obligations herein contained and contained in the Loan Agreement), and any other agreements, documents or instruments now or hereafter evidencing, guarantying, securing or otherwise relating to the indebtedness evidenced by the Note, including, but not limited to, the Completion Guaranty, of even date herewith, executed by **WILLIAM T. JULIANO** and **THOMAS E. JULIANO** (the "**Guarantor**") in favor of Mortgagee, the Payment Guaranty, of even date herewith, executed by the Guarantor in favor of Mortgagee, the Hazardous Substances Indemnity Agreement (as hereinafter defined), that certain Pledge and Security Agreement, of even date herewith, between Mortgagee and Mortgagor (the "**Pledge Agreement**"), the Indemnity and Guaranty Agreement, of even date herewith, executed by the Guarantor in favor of Mortgagee and the Cash Management Agreement (the Note, this Mortgage, the Loan Agreement, the Completion Guaranty, the Payment Guaranty, the Pledge Agreement, the Hazardous Indemnity Agreement and such other agreements, documents and instruments, together with any and all renewals, amendments, extensions and modifications thereof, are hereinafter collectively referred to as the "**Loan Documents**") and the payment of all other sums therein covenanted to be paid;

(3) Any and all additional advances made by Mortgagee to protect or preserve the Mortgaged Property or the lien or security interest created hereby on the Mortgaged Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Mortgagor's obligations hereunder or under the other Loan Documents or for any other purpose provided herein or in the other Loan Documents (whether or not the original Mortgagor remains the owner of the Mortgaged Property at the time of such advances); and

(4) Any and all other indebtedness now owing or which may hereafter be owing by Mortgagor to Mortgagee, including, without limitation, all prepayment fees permitted under the Loan Documents, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, modifications, consolidations, replacements and extensions thereof.

(All of the sums referred to in Paragraphs (1) through (4) above are herein sometimes referred to as the "**Obligations**").

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns forever, for the purposes and uses herein set forth.

PROVIDED, HOWEVER, that if the principal and interest and all other sums due or to become due under the Note and the other Loan Documents, including, without limitation, any prepayment fees required pursuant to the terms of the Note, shall have been paid at the time and in the manner stipulated therein and all other sums payable hereunder and all other indebtedness secured hereby shall have been paid and all other covenants contained in the Loan Documents shall have been performed, then, in such case, this Mortgage shall be satisfied and the estate, right, title and interest of Mortgagee in the Mortgaged Property shall cease, and upon payment to Mortgagee of all costs and expenses incurred for the preparation of the release hereinafter referenced and all recording costs if allowed by law, Mortgagee shall release this Mortgage and the lien hereof by proper instrument.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:



1. Warranties of Mortgagor. Mortgagor, for itself and its successors and assigns, does hereby represent, warrant and covenant to and with Mortgagee, its successors and assigns, that:

(a) Organization and Existence. WTC is duly organized and validly existing as a limited liability company in good standing under the laws of New Jersey and in all other jurisdictions in which WTC is transacting business. WTC Manager is duly organized and validly existing as a limited liability company in good standing under the laws of New Jersey and in all other jurisdictions in which WTC Manager is transacting business.

(b) Authorization. Mortgagor has the power and authority to execute, deliver and perform the obligations imposed on it under the Loan Documents and to consummate the transactions contemplated by the Loan Documents and has taken all necessary actions in furtherance thereof including, without limitation, that those partners or members of Mortgagor whose approval is required by the terms of Mortgagor's organizational documents have duly approved the transactions contemplated by the Loan Documents and have authorized execution and delivery thereof by the respective signatories. To the best of Mortgagor's knowledge, no other consent by any local, state or federal agency is required in connection with the execution and delivery of the Loan Documents.

(c) Valid Execution and Delivery. All of the Loan Documents requiring execution by Mortgagor have been duly and validly executed and delivered by Mortgagor.

(d) Enforceability. All of the Loan Documents constitute valid, legal and binding obligations of Mortgagor and are fully enforceable against Mortgagor in accordance with their terms, subject only to bankruptcy laws and general principles of equity.

(e) No Defenses. The Note, this Mortgage and the other Loan Documents are not subject to any right of rescission, set-off, counterclaim or defense, nor would the operation of any of the terms of the Note, this Mortgage or any of the other Loan Documents, or the exercise of any right thereunder, render this Mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury.

(f) Defense of Usury. Mortgagor knows of no facts that would support a claim of usury to defeat or avoid its obligation to repay the principal of, interest on, and other sums or amounts due and payable under, the Loan Documents.

(g) No Conflict/Violation of Law. The execution, delivery and performance of the Loan Documents by the Mortgagor will not cause or constitute a default under or conflict with the organizational documents of Mortgagor, any indemnitor or any general partner or managing member of Mortgagor or any indemnitor. The execution, delivery and performance of the obligations imposed on Mortgagor under the Loan Documents will not cause Mortgagor to be in default, including after due notice or lapse of time or both, under the provisions of any agreement, judgment or order to which Mortgagor is a party or by which Mortgagor is bound.

(h) Compliance with Applicable Laws and Regulations. To the best of Mortgagor's knowledge, after due inquiry and investigation, all of the Improvements and the use of the Mortgaged Property by the Mortgagor comply with, and shall remain in material compliance with, all applicable statutes, rules, regulations and private covenants now or hereafter relating to and applicable to the ownership, construction, use or operation of the Mortgaged Property, including all applicable statutes, rules and regulations pertaining to requirements for equal opportunity, anti-discrimination, fair housing, environmental protection, zoning and land use. The Improvements comply with, and shall remain in compliance with, applicable health, fire and building codes. There is no evidence of any

illegal activities relating to controlled substances on the Mortgaged Property. All certifications, permits, licenses and approvals, including, without limitation, certificates of completion and occupancy permits required for the legal use, occupancy and operation of the Mortgaged Property for the use currently being made thereof have been obtained and are in full force and effect. All of the Improvements comply with all material requirements of any applicable zoning and subdivision laws and ordinances.

(i) Consents Obtained. Other than consents for the Construction Work (as defined in the Loan Agreement), all consents, approvals, authorizations, orders or filings with any court or governmental agency or body, if any, required for the execution, delivery and performance of the Loan Documents by Mortgagor have been obtained or made.

(j) No Litigation. There are no pending actions, suits or proceedings, arbitrations or governmental investigations against the Mortgaged Property, Mortgagor or any guarantor of Mortgagor (i) except as previously fully disclosed in writing by Mortgagor to Mortgagee on a certification delivered by Mortgagor to Mortgagee on the date hereof, and (ii) Lender an adverse outcome of which would affect in any respect the value of the Mortgaged Property or the Mortgagor's performance under the Note, the Mortgage or the other Loan Documents or any guarantor's performance under the Loan Documents to which such guarantor is a party.

(k) Title. The Mortgagor has good and marketable fee simple title to the Mortgaged Property, subject only to those matters expressly listed as exceptions to title or subordinate matters in the title insurance policy accepted by Mortgagee in connection with this Mortgage, excepting therefrom all preprinted and/or standard exceptions (the "**Permitted Exceptions**"). The possession of the Mortgaged Property has been peaceful and undisturbed and title thereto has not been disputed or questioned to the best of Mortgagor's knowledge. Further, Mortgagor and has full power and lawful authority to grant, bargain, sell, convey, assign, transfer and mortgage its interest in the Mortgaged Property in the manner and form hereby done or intended. Mortgagor will preserve its interest in and title to the Mortgaged Property and will forever warrant and defend the same to Mortgagee against any and all claims whatsoever and will forever warrant and defend the validity and priority of the lien and security interest created herein against the claims of all persons and parties whomsoever, subject to the Permitted Exceptions. The foregoing warranty of title shall survive the foreclosure of this Mortgage and shall inure to the benefit of and be enforceable by Mortgagee in the event Mortgagee acquires title to the Mortgaged Property pursuant to any foreclosure.

(l) Permitted Exceptions. The Permitted Exceptions do not and will not materially and adversely affect (1) the ability of the Mortgagor to pay in full the principal and interest on the Note in a timely manner or (2) the use of the Mortgaged Property for the use currently being made thereof, the operation of the Mortgaged Property as currently being operated or the value of the Mortgaged Property.

(m) First Lien. Upon the execution by the Mortgagor and the recording of this Mortgage, and upon the execution and filing of UCC-1 financing statements or amendments thereto, the Mortgagee will have a valid first lien on the Mortgaged Property and a valid security interest in all personal property encumbered hereby, subject to no liens, charges or encumbrances other than the Permitted Exceptions.

(n) ERISA. The Mortgagor has made and shall continue to make all required contributions to all employee benefit plans, if any, and the Mortgagor has no knowledge of any material liability which has been incurred by the Mortgagor which remains unsatisfied for any taxes or penalties with respect to any employee benefit plan or any multi-employer plan, and each such plan has

been administered in compliance with its terms and the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and any other federal or state law.

(o) Contingent Liabilities. The Mortgagor has no known material contingent liabilities.

(p) No Other Obligations. The Mortgagor has no material financial obligation under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Mortgagor is a party or by which the Mortgagor or the Mortgaged Property is otherwise bound, other than obligations incurred in the ordinary course of the operation of the Mortgaged Property and other than obligations under this Mortgage, the Note and the other Loan Documents.

(q) No Fraudulent Conveyance. The Mortgagor (1) has not entered into the Loan or any Loan Document with the actual intent to hinder, delay, or defraud any creditor and (2) received reasonably equivalent value in exchange for its obligations under the Loan Documents. Giving effect to the Loans contemplated by the Loan Documents, the fair saleable value of the Mortgagor's assets exceed and will, immediately following the execution and delivery of the Loan Documents, exceed the Mortgagor's total liabilities, including, without limitation, subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Mortgagor's assets is and will, immediately following the execution and delivery of the Loan Documents, be greater than the Mortgagor's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Mortgagor's assets do not and, immediately following the execution and delivery of the Loan Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Mortgagor does not intend to, and does not believe that it will, incur debts and liabilities (including, without limitation, contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Mortgagor).

(r) Investment Company Act. The Mortgagor is not (1) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (2) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (3) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

(s) Access/Utilities. The Mortgaged Property has adequate rights of access to public ways and is served by adequate water, sewer, sanitary sewer and storm drain facilities. All public utilities necessary to the continued use and enjoyment of the Mortgaged Property as presently used and enjoyed are located in the public right-of-way abutting the Mortgaged Property, and all such utilities are connected so as to serve the Mortgaged Property without passing over other property. All roads, and access to such roads, necessary for the full utilization of the Mortgaged Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities or are the subject of access easements for the benefit of the Mortgaged Property without any further condition or cost to Mortgagor or Tenant.

(t) Taxes Paid. Mortgagor has filed all federal, state, county and municipal tax returns required to have been filed by Mortgagor or has caused Tenant to file such tax returns, and has paid, or has caused Tenant to pay, all taxes which have become due pursuant to such returns or to any notice of assessment received by Mortgagor, and Mortgagor has no knowledge of any basis for additional assessment with respect to such taxes. Further, the Mortgaged Property is free from delinquent water charges, sewer rents, taxes and assessments.

(u) Single Tax Lot. The Real Estate consists of a single lot or multiple tax lots; no portion of said tax lot(s) covers property other than the Real Estate or a portion of the Real Estate and no portion of the Real Estate lies in any other tax lot.

(v) Special Assessments. Except as disclosed in the title insurance policy, there are no pending or, to the knowledge of the Mortgagor, proposed special or other assessments for public improvements or otherwise affecting the Mortgaged Property, nor, to the knowledge of the Mortgagor, are there any contemplated improvements to the Mortgaged Property that may result in such special or other assessments other than the Construction Work contemplated in the Loan Agreement.

(w) Flood Zone. Except as shown on the survey delivered to Lender by Borrower, the Mortgaged Property is not located in a flood hazard area as defined by the Federal Insurance Administration.

(x) Seismic Exposure. The Real Estate are not located in Zone 3 or Zone 4 of the "Seismic Zone Map of the U.S."

(y) Misstatements of Fact. No certification, representation or statement of fact made in the Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to the Mortgagor which has not been disclosed which adversely affects, nor as far as the Mortgagor can foresee, might adversely affect the business, operations or condition (financial or otherwise) of the representing party. Further, and in clarification of the foregoing, all reports, certificates, affidavits, statements and other data furnished by or on behalf of Mortgagor to Mortgagee, or their respective agents, in connection with the Loan are true and correct in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein misleading.

(z) Condition of Improvements. The Mortgaged Property has not been damaged by fire, water, wind or other cause of loss or any previous damage to the Mortgaged Property has been fully restored. The Improvements are structurally sound, in good repair and free of defects in materials and workmanship and have been constructed and installed in substantial compliance with the plans and specifications relating thereto. All major building systems located within the Improvements, including, without limitation, the heating and air conditioning systems and the electrical and plumbing systems, are in good working order and condition.

(aa) No Insolvency or Judgment. Neither Mortgagor, any general partner or member of Mortgagor, any guarantor of the Loan is currently (a) the subject of or a party to any completed or pending bankruptcy, reorganization or insolvency proceeding; or (b) the subject of any judgment unsatisfied of record or docketed in any court of the state in which the Mortgaged Property is located or in any other court located in the United States. The proposed Loan will not render the Mortgagor nor any general partner or member of Mortgagor insolvent. As used in this Certificate, the term "insolvent" means that the sum total of all of an entity's liabilities (whether secured or unsecured, contingent or fixed, or liquidated or unliquidated) is in excess of the value of all such entity's non-exempt assets, i.e., all of the assets of the entity that are available to satisfy claims of creditors.

(bb) No Condemnation. No part of any property subject to the Mortgage has been taken in condemnation or other like proceeding to an extent which would impair the value of the Mortgaged Property, the Mortgage or the Loan or the usefulness of such property for the purposes contemplated by the loan application relating to the Loan (the "**Loan Application**"), nor is any proceeding pending, threatened or known to be contemplated for the partial or total condemnation or taking of the Mortgaged Property.

(cc) No Labor or Materialmen Claims. All parties furnishing labor and materials have been paid in full and, except for such liens or claims insured against by the policy of title insurance to be issued in connection with the Loan, there are no mechanics', laborers' or materialmen's liens or claims outstanding for work, labor or materials affecting the Mortgaged Property, whether prior to, equal with or subordinate to the lien of the Mortgage.

(dd) No Purchase Options. No Tenant, person, party, firm, corporation or other entity has an option to purchase the Mortgaged Property, any portion thereof or any interest therein.

(ee) Leases. The Mortgaged Property is not subject to any leases, subleases, licenses, concessions or other agreements related to the leasing or renting of the Mortgaged Property or any portion thereof, except as set forth on the Rent Roll (as defined herein. No person has any possessory interest in the Mortgaged Property or right to occupy the same, except pursuant to the Leases. As of the date hereof, (i) the Mortgagor is the owner and holder of the landlord's interest under the Leases; (ii) there are no prior assignments of all or any portion of the Leases or any portion of the Rents and Profits which are presently outstanding and have priority over the assignment of leases and rents contained herein in section 1.9 given by Mortgagor to Mortgagee; and (iii) there are no offsets or defenses to the payment of any portion of the Rents. The representations set forth in this Paragraph (ee) are in addition to those set forth in Section 1.12 of this Mortgage.

(ff) Appraisal. All requirements and conditions of the appraisal of the Mortgaged Property submitted to Mortgagee as part of the Loan Application, upon which the value of the Mortgaged Property was conditioned, have been fully satisfied.

(gg) Boundary Lines. All of the Improvements which were included in determining the appraised value of the Mortgaged Property lie wholly within the boundaries and building restriction lines of the Mortgaged Property, and no improvements on adjoining properties encroach upon the Mortgaged Property, and no easements or other encumbrances upon the Real Estate encroach upon any of the Improvements, so as to affect the value or marketability of the Mortgaged Property except those which are insured against by title insurance.

(hh) Survey. The survey of the Mortgaged Property delivered to Mortgagee in connection with this Mortgage, has been performed by a duly licensed surveyor or registered professional engineer in the jurisdiction in which the Mortgaged Property is situated, is certified to the Mortgagee, its successors and assigns, and the title insurance company, and is in accordance with the most current minimum standards for title surveys as determined by the American Land Title Association, with the signature and seal of a licensed engineer or surveyor affixed thereto, and does not fail to reflect any material matter affecting the Mortgaged Property or the title thereto.

(ii) Forfeiture. There has not been and shall never be committed by Mortgagor or any other person in occupancy of or involved with the operation or use of the Mortgaged Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of Mortgagor's obligations under any of the Loan Documents.

(jj) Use of Rents and Profits. All Rents and Profits generated by or derived from the Mortgaged Property shall first be utilized solely for current expenses directly attributable to the ownership and operation of the Mortgaged Property, including, without limitation, current expenses relating to Mortgagor's liabilities and obligations with respect to this Mortgage and the other Loan Documents, and none of the Rents and Profits generated by or derived from the Mortgaged Property

shall be diverted by Mortgagor and utilized for any other purposes unless all such current expenses attributable to the ownership and operation of the Mortgaged Property have been fully paid and satisfied.

(kk) No Broker. No financial advisors, brokers, underwriters, placement agents, agents or finders have been dealt with by the Mortgagor in connection with the Loan, except for any broker whose full commission was paid out of the proceeds of the Loan, as is set forth in the written instructions from Mortgagor to Mortgagee regarding disbursement of the proceeds of the Loan.

(ll) Work. All work to be performed by Mortgagor under any Lease has been substantially performed, all contributions to be made by Mortgagor to the Tenant have been made and all other conditions precedent to the Tenant's obligations thereunder have been satisfied.

(mm) Conviction of Criminal Acts. Each of Mortgagor, any indemnitor and guarantor of Mortgagor's obligations under the Loan Documents, and any general partner, shareholder, member or principal of Mortgagor, and any such indemnitor or guarantor of Mortgagor, has never been convicted of a crime and is not currently the subject of any pending or to Borrower's knowledge, threatened criminal investigation or proceeding.

(nn) Security Agreements. There are no security agreements or financing statements affecting any of the Mortgaged Property other than (i) as disclosed in writing by Mortgagor to Mortgagee prior to the date hereof and (ii) the security agreements and financing statements created in favor of Mortgagee.

(oo) Homestead. The Mortgaged Property forms no part of any property owned, used or claimed by Mortgagor as a residence or business homestead and is not exempt from forced sale under the laws of the State in which the Real Estate is located. Mortgagor hereby disclaims and renounces each and every claim to all or any portion of the Mortgaged Property as a homestead.

(pp) Contracts. Mortgagor will comply with all of its obligations under all Contracts which are material to the operation of the Mortgaged Property in accordance with Mortgagor's current practice, and with all material obligations under all other Contracts.

(qq) Prohibited Uses. Borrower may not enter into any Lease (which includes the renewal or extension of an existing Lease if such Lease provides that the portion of the Mortgaged Property demised thereby may be used for a "Prohibited Use". As used in this Mortgage, a "Prohibited Use" shall mean (1) operation of a dry-cleaning business, except for a dry-cleaning business at which no on-site cleaning operations of any sort are undertaken (i.e., a so-called drop-off station); (2) operation of a gasoline station or automobile service or maintenance facility; (3) operation of a car wash; (4) operation of a massage parlor, or any establishment which offers entertainment or service which includes nude or partially dressed male or female persons; (5) operation of any theater or other establishment which: (i) shows, previews, sells, rents, distributes or promotes in any way, movies, films, videos, magazines, books or other medium (whether now or hereafter developed) rated "X" or "NC-17" by the movie production industry (or any successor rating established by the movie production industry), or otherwise of a pornographic or obscene nature; or (ii) sells, rents, or distributes sexually explicit games, toys, devices, or similar merchandise; and (6) operation of any other business that, in the ordinary course of operation, would be likely to result in the release of Hazardous Substances (as defined in Section 1.25 hereof).

2. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens. Mortgagor shall (a) in accordance with the provisions of Section 15.1 of the Loan Agreement, repair, restore or rebuild any buildings or improvements now or hereafter on the Real Estate which may become

damaged or be destroyed (other than any that are to be demolished as part of the Construction (as defined in the Loan Agreement)); (b) keep the Mortgaged Property in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof or otherwise permitted hereunder; (c) unless otherwise provided in or permitted by the Loan Agreement, pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property and comply in all respects with all requirements of all loan documents evidencing or securing such indebtedness, and, upon Mortgagee's request, exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (d) comply in all material respects with all requirements of law, municipal ordinances or restrictions of record with respect to the Mortgaged Property and the operation or use thereof; (e) initiate or acquiesce in no zoning variation or reclassification without Mortgagee's prior written consent; (f) pay each item of the Obligations when due according to the terms hereof or of the Note or the Loan Agreement; (g) suffer or permit no change in the nature or use of the Mortgaged Property as a retail shopping center without Mortgagee's prior written consent; (h) make no material alterations to or demolish any portion of the Mortgaged Property except as required by law or municipal ordinance and as contemplated and permitted by the Loan Agreement; and (i) complete the Construction in accordance with the terms of the Loan Agreement.

3. Payment of Taxes. Mortgagor covenants and agrees to pay all general taxes, and all special taxes, special assessments, water charges, sewer service charges, and other charges against the Mortgaged Property or any portion thereof, in accordance with Section 14.1(h) of the Loan Agreement.

4. Tax Deposits. Mortgagor covenants and agrees to make monthly deposits with respect to real estate taxes when and as required by Section 14.1(m) of the Loan Agreement.

5. Insurance. Mortgagor shall comply with Mortgagee's requirements for, and maintain casualty, liability and other policies of insurance relating to the Mortgaged Property, as required by the Loan Agreement.

6. Mortgagee's Interest in and Use of Deposits. If an Event of Default (as hereinafter defined) has occurred, Mortgagee may, at its option, without being required to do so, apply any moneys at the time on deposit pursuant to any provision of this Mortgage, the Loan Agreement or any other Loan Documents, as any one or more of the same may be applicable, to any of Mortgagor's Obligations, in such order and manner as Mortgagee may elect. Such deposits are hereby pledged as additional security for the Obligations and shall be held to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that neither Mortgagee nor said depository shall be liable for any failure to apply to the payment of taxes and assessments any amount so deposited unless such failure shall have occurred after Mortgagor, while not in default hereunder, shall have requested said depository in writing to make application of such funds to the payment of the particular taxes or assessments for payment of which they were deposited, accompanied by the bills for such taxes and assessments and otherwise strictly complied with the conditions for any such application of such deposits provided in the Loan Agreement, and after the expiration of all time periods therefor.

7. Mortgagee's Right to Apply Condemnation or Insurance Proceeds on Indebtedness. The rights of Mortgagee to apply condemnation or insurance proceeds to the Obligations, and any rights of Mortgagor to apply condemnation or insurance proceeds to the restoration of the Improvements, shall be governed by Article 15 of the Loan Agreement.

8. Mortgagor's Obligation to Rebuild and Use of Proceeds Therefor. Mortgagor's obligation to rebuild in the event of any fire or other casualty to the Improvements or any condemnation of all or any part of the Mortgaged Property, and the use of condemnation or insurance proceeds therefor,

shall be governed by Article 15 of the Loan Agreement, notwithstanding any contrary provision of any applicable law, whether now existing or hereinafter enacted.

9. Stamp Tax. If, by the law of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor or the Mortgaged Property, any tax (other than income, franchise or similar tax) is due or becomes due in respect of the issuance of the Note, or recording of this Mortgage, Mortgagor covenants and agrees to pay such tax in the manner required and to the extent permitted by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note, or recording of this Mortgage.

10. Effect of Extensions of Time. If the payment of the Obligations or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse, if any, against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release. Mortgagor acknowledges that this Mortgage shall secure all extensions and renewals of any of the Obligations. Any person or entity taking a junior mortgage or other lien upon the Mortgaged Property or any interest therein, shall take said lien subject to the rights of Mortgagee herein to amend, modify and supplement this Mortgage, the Loan Agreement, the Note, and any other Loan Documents and to vary the rate of interest and the method of computing the same, and to impose additional fees and other charges, and to extend the maturity of said indebtedness, and to grant partial releases of the lien of this Mortgage, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Nothing contained in this Section 10 shall be construed as waiving any provision contained herein which provides, among other things, that it shall constitute an Event of Default if the Mortgaged Property, or any portion thereof, is sold, conveyed or encumbered unless permitted by the Loan Agreement.

11. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the State where the Real Estate is located, or any political subdivision thereof, deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages and security agreements or debts secured by mortgages and security agreements or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the Obligations or Mortgagee, then, in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments on or before the last day on which the same may be paid without penalty or interest, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it would be unlawful to require Mortgagor to make such payment, or (b) the making of such payment would result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Obligations to be and become due and payable sixty (60) days from the giving of such notice. Mortgagor will not claim or demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note and the Loan Agreement or on any other Obligation for so much of the taxes, assessments or similar charges assessed against the Mortgaged Property or any part thereof as are applicable to the Obligations or to the interest of Mortgagee in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note, the Loan Agreement or this Mortgage.



12. Mortgagee's Performance of Defaulted Acts; Subrogation. In case Mortgagor fails to perform any of its covenants and agreements herein or in the Note, the Loan Agreement, or any other Loan Documents, after Mortgagee has provided Mortgagor with notice and an opportunity to cure such failure within the applicable notice and/or grace periods, if any, provided herein or in the Note or the Loan Agreement, Mortgagee may, but need not, make any payment or perform any act herein or therein required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and make payments of any rents due or to become due and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem the Mortgaged Property from any tax sale or forfeiture affecting the Mortgaged Property or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Mortgaged Property and the lien hereof, shall be, except as otherwise provided herein or in the Loan Agreement, so much additional indebtedness secured hereby, and shall become immediately due and payable within ten (10) Business Days (as defined in the Loan Agreement) of demand and with interest thereon at the Default Interest Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor. Should any Advance (as defined in the Loan Agreement), or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Mortgaged Property or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security hereunder, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment. Mortgagee and any person designated by Mortgagee shall have the right, and is hereby granted the right, to enter upon the Mortgaged Property for the foregoing purposes.

13. Mortgagee's Reliance on Tax Bills. Mortgagee in making any payment (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof, or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

14. Events of Default. The occurrence of a default under any Loan Document that shall not have been cured within the applicable notice and/or grace period provided therefor (if any) or an Event of Default under the Loan Agreement shall be deemed an event of default ("Event of Default") under this Mortgage.

15. Acceleration Upon Default; Additional Remedies. Upon the occurrence of an Event of Default, Mortgagee may, at its option, but without obligation to, declare all Obligations to be immediately due and payable without presentment, demand, protest or notice of any kind. Whether or not Mortgagee exercises such option, Mortgagee may do any or all of the following:

(a) in person or by agent (with or without bringing any action or proceeding) or by court-appointed receiver, and without regard to the adequacy of its security, take actual possession of the Mortgaged Property or any part thereof, personally, or by its agent or attorneys. In such event Mortgagee, in its sole discretion, may, to the extent permitted by law, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers and accounts of Mortgagor or the then owner of the Mortgaged Property relating thereto, and may exclude Mortgagor, its agents and servants, wholly therefrom and may, as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee

and under the powers herein granted, hold, operate, manage and control the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Mortgaged Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power, in each case to the fullest extent permitted by law, among other things (i) to cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (ii) to the extent any nondisturbance agreement then in effect would prohibit such act, to elect to disaffirm any Lease or sublease which is then subordinate to the lien hereof; (iii) to extend or modify any then existing Leases and to make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to Tenants to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed to any purchaser at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon any purchaser at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Mortgage indebtedness, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser; (iv) to enter into any management, leasing or brokerage agreements covering the Mortgaged Property; (v) to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property as to it may seem judicious; (vi) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (vii) to receive all of such avails, rents, issues and profits; Mortgagor hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee and Lender shall not be obligated to perform or discharge, nor do they hereby undertake to perform or discharge, any obligation, duty or liability under any Lease. Mortgagor shall and does hereby agree to indemnify and hold harmless Mortgagee and Lender of and from any and all liability, loss or damage which they may or might incur by reason of Mortgagee's performance of any action authorized under this Section 15 and of and from any and all claims and demands whatsoever which may be asserted against them by reason of any alleged obligations or undertakings on Mortgagee's part to perform or discharge any of the terms, covenants or agreements of Mortgagor. Should Mortgagee or Lender incur any such liability, loss or damage by Mortgagee's performance or nonperformance of actions authorized by this Section 15, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees and disbursements, together with interest on any such amount at the Default Interest Rate, shall be secured by this Mortgage, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

(b) commence an action to foreclose this Mortgage (including, without limitation, a sale of the Mortgaged Property by publication of notice, appoint a receiver, or specifically enforce any of the covenants hereof.

(c) exercise all other rights and remedies provided in the Note, the Loan Agreement or this Mortgage or other document or agreement now or hereafter secured hereby, or in any document that now or hereafter secures all or any portion of the Obligations, or as provided by law.

16. Power of Sale; Foreclosure; Authorization to Execute Deeds; Expense of Litigation; Indemnification.

(a) If an Event of Default has occurred hereunder, or when the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee

shall have the right and is hereby authorized and empowered to (i) sell, assign, transfer and deliver the whole or, from time to time, any part of the Mortgaged Property or any interest in any part thereof, at any private sale or by public auction, with or without demand, advertisement or notice of the time or place of sale or adjournment thereof or otherwise, for cash, on credit or for other property, for immediate or future delivery, and for such price or prices and on such terms as Mortgagee in its reasonable discretion may determine (such empowerment and procedure being hereinafter referred to as the "**power of sale**"), or (ii) foreclose the lien hereof for such indebtedness or part thereof outstanding by judicial action. Mortgagee shall be entitled to seek a judgment of foreclosure and sale of the Mortgaged Property, which shall be binding upon Mortgagor as well as all persons claiming under Mortgagor, and at which sale or at a sale pursuant to power of sale as aforesaid, appraisal of the Mortgaged Property and all benefits of any homestead and exemption laws now provided or which may hereafter be provided by the Constitution and laws of the United States and of any state thereof are hereby waived by Mortgagor. To the extent permitted by applicable law, Mortgagee may postpone the sale of all or any portion of the Mortgaged Property by public announcement at the time and place of sale, and from time to time thereafter may again postpone such sale by public announcement or subsequently noticed sale, and without further notice may make such sale at the time fixed by the last postponement or may, in its discretion, give a new notice of sale. Mortgagee shall deliver to the purchaser its deed or other appropriate instrument transferring the Mortgaged Property or interest therein so sold, but without any covenant or warranty, express or implied. The recitals in such instrument of any matters of fact shall be conclusive proof of the truthfulness thereof. In case of any foreclosure sale of the Mortgaged Property, the same may be sold in one or more parcels.

(b) It is further agreed that if the payment of any part of the Obligations is not made when due after the applicable notice and grace periods, if any, as an alternative to the right of foreclosure for the full Obligations after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire Obligations due (such proceeding being hereinafter referred to as a "**Partial Foreclosure**"), and provided that if foreclosure sale is made because of default of a part of the Obligations, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the Obligations; and it is agreed that such sale pursuant to a Partial Foreclosure, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part this Mortgage and the lien hereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section 16(b). Notwithstanding the filing of any Partial Foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such Partial Foreclosure and to accelerate the Obligations by reason of any uncured Event of Default upon which such Partial Foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to Partial Foreclosure without exhausting the right of full or Partial Foreclosure sale for any unmatured part of the Obligations, it being the purpose to provide for a Partial Foreclosure sale of the Obligations for any matured portion of the Obligations without exhausting the power to foreclose and to sell the Mortgaged Property pursuant to any such Partial Foreclosure for any other part of the Obligations whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

(c) Mortgagor irrevocably appoints Mortgagee as its true and lawful attorney in fact, which appointment is coupled with an interest and is unconditional and irrevocable, in Mortgagor's name and stead and on its behalf, for the purposes of effectuating any sale, assignment, transfer or delivery of the Mortgaged Property or any part thereof or any interest therein for the enforcement of this Mortgage as Mortgagee may consider necessary or appropriate after an Event of Default, with full power of substitution, Mortgagor hereby ratifying and confirming all that such attorney shall lawfully do by virtue hereof. If so requested by Mortgagee or any other purchaser, Mortgagor shall

ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Mortgagee, or such other purchaser, all proper deeds, bills of sale, assignments, releases and other instruments as may be designated in any such request.

(d) In connection with any foreclosure of the lien hereof (whether by judicial proceeding or power of sale) or any action to enforce any other remedy of Mortgagee under this Mortgage or any of the other Loan Documents, Mortgagor agrees to pay all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees and costs, appraiser's fees and costs, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property and the right to such fees and expenses shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. All expenditures and expenses of the nature in this **Section 16(d)** mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, the Loan Agreement and any other Loan Document, or the Mortgaged Property (including without limitation the occupancy thereof or any construction work performed thereon), including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding whether or not an action is actually commenced, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Interest Rate and shall be secured by this Mortgage.

(e) Without limiting the liability of Mortgagor as set forth above, Mortgagor shall indemnify Mortgagee, Lender and their respective officers, directors, employees and agents, and hold them harmless from and against all claims, injury, damage, loss and liability of any and every kind to any persons or property by reason of (i) the Construction or other work contemplated by the Loan Agreement; (ii) the operation or maintenance of the Mortgaged Property; or (iii) any other action or inaction by, or matter which is the responsibility of, Mortgagor.

(f) The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned hereinabove; second, all other items which under the terms hereof constitute Obligations additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal, interest and other fees, sums and charges remaining unpaid on the Note; or pursuant to the Loan Agreement; and fourth, any overplus to Mortgagor, its successors or assigns, as their interests may appear.

17. Application of Funds. Except as otherwise provided herein, Mortgagee may at any time without notice, apply any amounts received by Mortgagee to pay insurance premiums or taxes, or as Rents, or as insurance or condemnation proceeds, and all other amounts received by Mortgagee from or on account of Mortgagor or the Mortgaged Property or otherwise, upon any Obligation, in such manner and order as Mortgagee may elect, notwithstanding that any such obligation may not yet be due. The receipt, use or application of any such amount shall not be construed to affect the maturity of any portion of the Obligations, any of the rights or powers of Mortgagee under the Note, the Loan Agreement or this Mortgage, or any of the Obligations or obligations or liabilities of any guarantor or indemnitor of the Note; nor to cure or waive any Event of Default; nor to invalidate any act of Mortgagee.

18. Cumulative Remedies. To the extent permitted by applicable law, Mortgagee shall be entitled to enforce payment and performance of any Obligation and to exercise all rights and powers under the Note, the Loan Agreement or this Mortgage or other agreement or any law now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by guaranty, mortgage, deed of trust, pledge, lien, assignment or otherwise. To the extent permitted by applicable law, neither the acceptance or enforcement of this Mortgage, whether by court action or pursuant to the power of sale or other powers contained herein, shall prejudice or affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any such other security in such order and manner as it may in its absolute discretion determine. To the extent permitted by applicable law, Mortgagee's rights and remedies under the Note, the Loan Agreement and this Mortgage are cumulative and shall be in addition to all rights and remedies provided by law or otherwise from time to time. To the extent permitted by applicable law, every power or remedy given by the Note, the Loan Agreement or this Mortgage to Mortgagee (or to which Mortgagee is otherwise entitled) may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies. No waiver by Mortgagee of any Event of Default shall be implied from any omission by Mortgagee to take action on account of such Event of Default if such Event of Default persists or is repeated. No waiver by Mortgagee of any Event of Default shall affect any Event of Default other than the Event of Default expressly waived, and any such waiver shall be operative only for the time and to the extent stated. No waiver of any covenant or condition of any of the Note, the Loan Agreement or this Mortgage shall be construed as a waiver of any subsequent breach of the same covenant or condition. Mortgagee's consent to or approval of any act by Mortgagor requiring further consent or approval shall not be deemed to waive or render unnecessary Mortgagee's consent to or approval of any subsequent act. Mortgagee's acceptance of the late payment or performance of any Obligation shall not constitute a waiver by Mortgagee of the right to require prompt payment and performance of all further payments and other Obligations. Mortgagee's acceptance of any payment or performance following the filing of a notice of Event of Default hereunder shall not constitute a waiver of Mortgagee's right to proceed with the exercise of its remedies for any unfulfilled Obligations. Mortgagee's acceptance of any partial payment or performance shall not constitute a waiver by Mortgagee of any rights relating to the unfulfilled portion of the applicable obligation.

19. Mortgagee's Right of Inspection. Subject to the terms of the Loan Agreement, Mortgagee shall have the right to inspect the Mortgaged Property or any part thereof from time to time and access thereto shall be permitted for that purpose. In connection with Mortgagee's inspections, Mortgagor will protect, indemnify, save harmless and defend Mortgagee and Lender from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Mortgagee or Lender (other than liability resulting from the negligence or misconduct of Mortgagee, Lender or their representatives, agents, or officers) by reason of (a) ownership of an interest in the Mortgaged Property, (b) any accident or injury to or death of persons or loss of or damage to or loss of the use of property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (c) any use, nonuse or condition of the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof made or suffered to be made by or on behalf of Mortgagor, (f) any negligence or tortious act on the part of Mortgagor or any of its respective agents, contractors, lessees, licensees or invitees, (g) any work in connection with the Construction, or any other alterations, changes, or demolition of the Mortgaged Property, or (h) any other action or inaction by, or matter which is, directly or indirectly, the responsibility of, Mortgagor. Mortgagor will pay and save Mortgagee and Lender harmless against any and all liability with respect to

any intangible personal property tax or similar imposition of the State of where the Real Estate is located, now or hereafter in effect, to the extent that the same may be payable by Mortgagee or Lender in respect to this Mortgage or the Obligations. All amounts payable to Mortgagee under this Section 20 shall be payable on demand and shall be deemed to be secured by this Mortgage and any such amounts which are not paid within ten (10) Business Days after demand therefor shall bear interest at the Default Interest Rate from the date of such demand. In case any action, suit or proceeding is brought against Mortgagee or Lender by reason of any such occurrence, Mortgagor, upon request of Mortgagee, will, at Mortgagor's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Mortgagor and reasonably approved by Mortgagee.

20. Appointment of Receiver. Mortgagee shall be entitled, as a matter of absolute right, to the appointment of a receiver for the Mortgaged Property and Mortgagor does hereby irrevocably consent to such appointment. Such appointment may be made at any time after the filing of a complaint to foreclose this Mortgage or upon the occurrence and during the continuance of an Event of Default, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power (a) to operate the Mortgaged Property and to collect the Rents after such appointment and during the continuance of such Event of Default and/or and during the pendency of any such foreclosure action and, in the case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and during any further period when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) during such period(s), to extend or modify any then existing Leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to Tenants to extend or renew terms to expire, beyond the maturity date of the Obligations and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) during such period(s), to exercise all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property and all other powers expressly granted to a receiver by any applicable Laws. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (i) the Obligations, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and deficiency.

21. Leasing Limitations. All Leases entered into by Mortgagor with respect to the Mortgaged Property, and all of Mortgagor's rights with respect to such Leases, shall conform with the requirements of the Loan Agreement.

22. Assignment of Rents and Leases.

(a) In addition to the assignment of Rents and Leases contained in that certain Assignment of Leases and Rents of even date herewith ("**Assignment of Leases and Rents**") executed by Mortgagor to and for the benefit of Mortgagee, and to further secure the Obligations, Mortgagor hereby grants, transfers and assigns to Mortgagee (i) any and all Leases, and (ii) all right, title and interest of Mortgagor in the Rents, together with all benefits and advantages to be derived from said Leases, to hold and receive them unto Mortgagee, and together with all rights against guarantors, if any,

of the obligations of the Tenants, all subject, however, to the right and license granted to Mortgagor in Section 22(d) below. The foregoing assignment is intended to be specific, choate, and perfected upon the recording of this Mortgage, in accordance with applicable law.

(b) Mortgagor does hereby irrevocably appoint and empower Mortgagee, its agents or attorneys as its true and lawful attorney in its name and stead (with or without taking possession of the Mortgaged Property) upon the occurrence and during the continuance of an Event of Default, to rent, lease or let all or any portion of the Mortgaged Property to any party or parties at such rental and upon such terms as Mortgagee shall, in its reasonable discretion, determine and, to collect, sue for, settle, compromise and give acquittances for all of the Rents and all rights and claims of any kind which Mortgagor now has or may hereafter have against any Tenant under any Lease or any subtenants or occupants of the Mortgaged Property, and to avail itself of and pursue all remedies for the enforcement of the Leases and Mortgagor's rights in and under the Leases as Mortgagor might have pursued but for this Assignment.

(c) Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of Mortgagor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

(d) This assignment constitutes an absolute, unconditional and presently effective assignment; provided, however, that Mortgagee hereby grants to Mortgagor the right and license to enter into and otherwise deal with the Leases, including collecting and receiving the Rents and other amounts due under the Leases as they become due (not more than one month in advance), all subject to and in accordance with the Loan Agreement, until the occurrence of an Event of Default, in which event the foregoing right and license shall be terminated and of no further force and effect during the continuance of such Event of Default, and Mortgagee shall be entitled to all Rents and other amounts then due under the Leases and thereafter accruing without the institution of legal proceedings of any kind whatsoever, and this Mortgage shall constitute a direction to and full authority to the Tenants to pay all such amounts to Mortgagee upon notice to the Tenants from Mortgagee. Each of the Tenants, upon written notice from Mortgagee, shall be and is hereby authorized by Mortgagor to pay to Mortgagee any Rents, rental or other sums which may be or thereafter become due under the Leases, or any of them, and to perform each of such Tenant's undertakings under the Leases without any obligation to determine whether or not such an Event of Default has in fact occurred. The requirement for notice to the Tenants is intended solely for the benefit of such Tenants and not for the benefit of Mortgagor or any other person claiming through or under Mortgagor, and all payments made to Mortgagor by Tenants after an Event of Default, whether before or after notice to the Tenants that an Event of Default has occurred, shall be held in trust by Mortgagor for the benefit of Mortgagee.

(e) Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the Mortgaged Property personally, by receiver or as provided herein, it being understood such power of attorney is coupled with an interest) to rent, lease or let all or any portion of the Mortgaged Property to any party or parties at such rental and upon such terms as Mortgagee shall, in its discretion, determine, and to collect all Rents arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the Leases, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the Mortgaged Property hereunder.

(f) Mortgagor represents and agrees that no Rent has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one (1) installment in advance and that, except as authorized in the Loan Agreement, the payment of none of the Rents to accrue for any portion of the said Mortgaged Property will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. As between Mortgagor and Mortgagee, Mortgagor waives any rights of set off against any person in possession of any portion of the Mortgaged Property. Mortgagor agrees that it will not assign any of the Rents, except to a purchaser or grantee of the Mortgaged Property permitted by Mortgagee.

(g) Nothing herein contained shall be construed as constituting Mortgagee as a mortgagee in possession in the absence of the taking of actual possession of the Mortgaged Property by Mortgagee pursuant to Section 25 hereof. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee or Lender all such liability being expressly waived and released by Mortgagor to the fullest extent permitted by law. Nothing contained herein, including without limitation the assignment provisions set forth above, shall impose upon Mortgagee any duty to produce any rents, issues or profits or cause Mortgagee or Lender, to be (i) responsible for performing any of the obligations of lessor under any lease, or (ii) responsible or liable for any waste or for any dangerous or defective conditions of the Mortgaged Property, for negligence in the management, upkeep, repair or control of the Mortgaged Property, or for any other act or omission by any other person.

(h) Mortgagor further agrees to assign and transfer to Mortgagee all future Leases upon all or any part of the Mortgaged Property and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Mortgaged Property as Mortgagee shall from time to time reasonably require.

23. Observance of Lease Assignment. Mortgagor covenants and agrees that if Mortgagor, as lessor under the Lease or Leases assigned and transferred unto Mortgagee under **Section 22** herein and the Assignment of Leases and Rents, shall fail to perform and fulfill any material term, covenant, condition or provision in said lease or leases, or any of them, on its part to be performed or fulfilled, at the times and in the manner in said Lease or Leases provided, or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any assignment of any Lease or Leases of the Mortgaged Property given as additional security for the payment and performance of the Obligations and such default shall not have been cured within the applicable grace period provided therefor, if any, then and in any such event, such breach or default shall constitute an Event of Default hereunder.

24. Mortgagee's Right of Possession in Case of Default. At any time during the continuance of an Event of Default, whether before or after the whole principal sum secured hereby is declared to be immediately due and payable, or whether before or after the institution of legal proceedings to foreclose the lien hereof, Mortgagor shall forthwith, upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Mortgaged Property or any part thereof, personally, or by its agent or attorneys. In such event Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said Mortgaged Property, together with all documents, books, records, papers and accounts of Mortgagor or the then owner of the Mortgaged Property relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may, as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or



security of the Rents, including actions for the recovery of Rent, actions in forcible detainer and actions in distress for rent, and with full power (a) to cancel or terminate any Lease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any Lease which is then subordinate to the lien hereof; (c) to extend or modify any then existing Leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to Tenants to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to enter into any management, leasing or brokerage agreements covering the Mortgaged Property; (e) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property as to it may seem judicious; (f) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (g) to receive all of such Rents. Mortgagor hereby grants to Mortgagee full power and authority to exercise each and every of the foregoing rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee and Lender shall not be obligated to perform or discharge, nor do they hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee and Lender harmless of and from any and all liability, loss or damage which they may or might incur by reason of Mortgagee's performance of any action authorized under this Section 24, except to the extent caused by the gross negligence or willful misconduct of Mortgagee, Lender or their respective agents, officers, employees or representatives, and of and from any and all claims and demands whatsoever which may be asserted against them by reason of any alleged obligations or undertakings on Mortgagee's part to perform or discharge any of the terms, covenants or agreements of Mortgagor. Should Mortgagee or Lender incur any such liability, loss or damage, by Mortgagee's performance or nonperformance of actions authorized by this Section 24, except to the extent caused by the gross negligence or willful misconduct of Mortgagee, Lender or their respective agents, officers, employees or representatives, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest on any such amount at the Default Interest Rate shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

25. Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 23 and Section 24 hereof, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as Mortgagee may determine:

(a) to the payment of the operating expenses of the Mortgaged Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring Tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Mortgaged Property or any part thereof;

(c) to the payment of all maintenance, repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Mortgaged Property, and of placing the Mortgaged Property in such condition as will, in the judgment of Mortgagee, make it readily rentable; and

(d) to the payment of any Obligation or any deficiency which may result from any foreclosure sale.

26. Release. If Mortgagor shall fully pay all of the Obligations, and comply with all of the other terms and provisions to be performed and complied with by Mortgagor in the Loan Agreement, this Mortgage and the other Loan Documents, Mortgagee will execute and deliver to Mortgagor such documents as may be required to release this Mortgage of record so long as Mortgagor shall pay any filing fees and reasonable expenses of Mortgagee in connection with such release or assignment.

27. Giving of Notice. Any notice, demand, delivery, request or other communication which any party hereto may be required or may desire to give hereunder shall be given in the manner provided for in the Loan Agreement.

28. Remedies Not Exclusive. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note. Mortgagee shall be entitled to enforce payment and performance of any of the Obligations and to exercise all rights and powers under this Mortgage or any other Loan Document or any laws now or hereafter in force, notwithstanding some or all of such Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or, in any manner, affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given hereby to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagee may pursue inconsistent remedies. No waiver of any Event of Default of Mortgagor hereunder shall be implied from any omission by Mortgagee to take any action on account of such Event of Default if such Event of Default persists or is repeated, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and then only for the time and to the extent therein stated. No acceptance of any payment of any one or more delinquent installments which does not include any then-due interest at the penalty or Default Interest Rate from the date of delinquency, together with any required late charge, shall constitute a waiver of the right of Mortgagee at any time thereafter to demand and collect payment of interest at such Default Interest Rate or of late charges, if any.

29. Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the Note, the Loan Agreement or the Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Mortgagee shall have the unqualified right so to do and, in such event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Loan, and the rights, remedies, recourse and power of Mortgagee shall continue as if same had never been invoked.

30. Waiver of Statutory Rights. To the extent permitted by law, Mortgagor hereby agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay,

extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien or Mortgagee may order the Mortgaged Property sold as an entirety. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure or sale by Mortgagee of this Mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage. To the extent permitted by Law, Mortgagor hereby waives any statute of limitations applicable to this Mortgage. MORTGAGOR AND MORTGAGEE BY ITS ACCEPTANCE OF THIS MORTGAGE, EACH HEREBY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THE ENFORCEMENT OF THIS MORTGAGE.

31. Estoppel Affidavits. Mortgagor, within ten (10) Business Days after written request from Mortgagee, shall (a) furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Obligations and whether or not any offsets or defense exists against such indebtedness, and covering such other matters as the other party may reasonably require; and (b) subject to the limitations of any such Lease, require the Tenant under any Lease assigned in Section 22 hereof to deliver to Mortgagee a certificate certifying (i) that said Lease is unmodified and in full force and effect (or if there has been any modification(s) thereof, that the same is in full force and effect as modified and stating the nature of the modification(s); (ii) that, to the extent of such Tenant's knowledge, Mortgagor is not in default under the Lease (of if such default(s) exist(s), the specific nature and extent thereof); (iii) the date to which the minimum rent and other charges under the Lease have been paid in advance, if any; and (iv) such other matters as Mortgagee may reasonably require.

32. Binding on Successors and Assigns. This Mortgage and all Obligations (a) shall be binding upon the successors and assigns of Mortgagor, except that Mortgagor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Mortgagee, and (b) shall, together with the rights, powers, privileges, immunities and remedies of Mortgagee hereunder, inure to the benefit of Mortgagee and its successors and permitted assigns. Mortgagee and Lender may at any time and from time to time without the prior consent of any Person transfer or assign its rights hereunder to any Person in accordance with the terms and provisions of the Loan Agreement. Neither this Mortgage nor anything set forth herein is intended to, nor shall it, confer any rights on any Person other than the parties hereto, Lender and their respective successors and permitted assigns, and all other third-party rights are expressly negated. This Mortgage may not be changed or terminated orally.

33. Captions; Interpretation. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof. Whenever the phrase "not to be unreasonably withheld" (or a phrase of similar import) is used, such phrase shall be deemed to mean "not to be unreasonably withheld, delayed or conditioned". Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The term "including" when used herein shall mean including without limitation. The term "Mortgagor" when used herein shall include (a) the original Mortgagor named in the recitals hereof; (b) said original Mortgagor's successors and assigns; and (c) all subsequent owners from time to time of the Mortgaged Property.

34. Maintenance of Mortgagor's and Affiliated Parties' Interests. (a) In determining whether or not to make the Loan, Mortgagee examined the creditworthiness of Mortgagor, found it acceptable and relied and continues to rely upon same as the means of repayment of the Loan.

Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property such as the Mortgaged Property, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Mortgaged Property which is Mortgagee's security for the loan. Mortgagor is an entity controlled by individuals or entities well-experienced in borrowing money and owning and operating property such as the Mortgaged Property, was ably represented by a licensed attorney at law in the negotiation and documentation of the Loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a Loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary or junior financing placed upon the Mortgaged Property (i) may divert funds which would otherwise be used to pay the Obligations; (ii) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (iii) would detract from the value of the Mortgaged Property should Mortgagee come into possession thereof with the intention of selling same; and (iv) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Mortgaged Property.

(b) Based upon the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Mortgagor and of value of the Mortgaged Property; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Mortgaged Property free of subordinate financing liens, Mortgagor agrees that if this Section 34 be deemed a restraint on alienation, that it is a reasonable one, and that, except as permitted by the Loan Agreement, any sale, conveyance, assignment, further encumbrance or other transfer of title to the Mortgaged Property or any interest therein (whether voluntary or by operation of law) without Mortgagee's prior written consent shall be an Event of Default. For the purpose of, and without limiting the generality of, the preceding sentence, it shall be deemed to be an unpermitted transfer of title to the Mortgaged Property and therefore an Event of Default, giving Mortgagee the right at its election under Section 16 hereof, to declare the Obligations immediately due and payable, if, without Mortgagee's prior written consent, or except as permitted in the Loan Agreement, Mortgagor or any Affiliate shall suffer or permit any Transfer which is not a Transfer (as such terms are defined in Section 16.2 of the Loan Agreement). Any consent by Mortgagee, or any waiver of an Event of Default, under this section shall not constitute a consent to, or waiver of any right, remedy or power of Mortgagee upon a subsequent Event of Default under this section.

35. Disbursement of Loan Proceeds for Improvements. Mortgagor covenants and agrees that all Advances shall be secured hereby and shall be disbursed by Mortgagee to Mortgagor in accordance with the provisions contained in the Loan Agreement.

36. Security Agreement and Financing Statements. (a) Mortgagor and Mortgagee agree (i) that this Mortgage shall constitute a Security Agreement within the meaning of the UCC with respect to the Deposits (as defined in the Loan Agreement) and with respect to any property included in the definition herein of the term "Mortgaged Property" (specifically excluding any property owned by any Tenant and not by Mortgagor), which property may not be deemed to form a part of the real estate described in Exhibit A or may not constitute a "fixture" (within the meaning of Section 9-313 of the UCC), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); (ii) that a security interest in and to the Collateral and the Deposits is hereby granted to Mortgagee; and (iii) that the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to the beneficiary; all to secure payment

of the indebtedness and to secure performance by Mortgagee of the terms, covenants and provisions hereof.

(b) If an Event of Default occurs and is continuing, Mortgagee, pursuant to the appropriate provisions of the UCC, shall have an option to proceed with respect to both the Mortgaged Property and the Collateral in accordance with its rights, powers and remedies with respect to the Mortgaged Property, in which event the default provisions of the UCC shall not apply. The parties agree that if Mortgagee shall elect to proceed with respect to the Collateral separately from the Mortgaged Property, Mortgagee shall have all remedies available to a secured party under the UCC and ten (10) Business Days' notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but shall not be limited to, attorneys' fees and legal expenses incurred by Mortgagee. Mortgagor agrees that, without the written consent of Mortgagee, Mortgagor will not remove or permit to be removed from the Mortgaged Property any of the Collateral except that so long as there exists no Event of Default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Mortgaged Property, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such a manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

(c) Mortgagor and Mortgagee agree, to the extent permitted by law, that (i) all of the goods described within the definition of the term "Mortgaged Property" herein are or are to become fixtures on the Real Estate; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the UCC; and (iii) Mortgagor is the record owner of the Real Estate. The addresses of Mortgagor and Mortgagee are set forth in the preamble of this Mortgage hereof.

(d) Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee, a separate Security Agreement, Financing Statement or other similar security instruments, in form satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor, as the case may be, including all equipment, accounts receivable, bank accounts, certificates of deposit and such other items as Mortgagee may require, which, in the sole opinion of Mortgagee is essential to the operation of the Mortgaged Property and which constitute goods within the meaning of the UCC or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the district in which the Mortgaged Property are located, and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document. Mortgagor shall from time to time, on request of Mortgagee, deliver to Mortgagee an inventory of the Collateral in reasonable detail. To the extent permitted by provisions of the UCC now or hereafter in effect in the State in which the Real Estate is located, Mortgagor hereby authorizes Mortgagee, without the signature of Mortgagor, to execute and file any of the documents described in this Section if

Mortgagee shall determine that such are necessary or advisable in order to perfect its security interest in the Collateral.

37. Partial Invalidity; Maximum Allowable Rate of Interest. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage, the Note and the Loan Documents comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Mortgage, the Note or the Loan Documents is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Mortgage, the Note or the Loan Documents to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Mortgage, the Note and the Loan Documents shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this Mortgage, the Note or the Loan Documents shall continue in full force and effect. All agreements herein, in the Note and the Loan Documents are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance of the Note, or otherwise, shall the amount paid or agreed to be paid to Mortgagee for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance Mortgagee shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not the payment of interest; and if any surplus remains after final payment of principal and lawful interest, the surplus shall be remitted to Mortgagor by Mortgagee, and Mortgagor hereby agrees to accept such remittance.

38. Priority of Mortgage. Lender shall have the right at any time and from time to time while any portion of the Loan remains outstanding, to execute and record unilateral declarations which modify the relative priorities of the liens of this Mortgage and/or any additional mortgages executed by Mortgagor in favor of Mortgagee relating to the Mortgaged Property (and the related assignments of rents), to be superior, subordinate, or *pari passu*, with any other of such mortgages (and related assignments of rents). At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to condemnation or insurance proceeds), to any and all Leases of all or any part of the Mortgaged Property upon the execution by Mortgagee and recording thereof, at any time hereafter in the appropriate official records of the County wherein the Real Estate is situated, of a unilateral declaration to that effect.

39. GOVERNING LAW. THIS MORTGAGE SHALL IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS MORTGAGE AND THE OBLIGATIONS ARISING HEREUNDER, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE WHERE THE LAND IS LOCATED APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

40. Trust Fund Covenant. Mortgagor shall receive the monies secured hereby as a trust fund in accordance with applicable lien laws. Mortgagor will indemnify, defend and hold Mortgagee harmless from and against any claim, judgment, loss, cost or expense, including reasonable attorneys' fees and expenses, arising out of or relating to any proceedings instituted by any claimant alleging a violation by Mortgagor of any applicable lien law.

41. No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, or be construed to permit the making of any claim against Mortgagee in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or service or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

42. Extensions. Mortgagee, with the consent of Mortgagor, may at any time or from time to time renew or extend this Mortgage, or alter or modify the same in any way, or Mortgagee may waive any of the terms, covenants or conditions hereof in whole or in part and may release any portion of the Mortgaged Property or any other security, and grant such extensions and indulgences in relation to the Obligations as Mortgagee may determine without the consent of any junior lien or encumbrancer and without any obligation to give notice of any kind thereto and without in any manner affecting the priority of the lien hereof on any part of the Mortgaged Property.

43. Use of Mortgaged Property. Mortgagor and Mortgagee agree that the Mortgaged Property is not used principally for agricultural, farming or household purposes.

44. Indefinite Mortgage Savings Clause. Notwithstanding the language in the granting clause or anything else contained herein to the contrary, and without limiting the scope or amount of the Obligations secured hereby, the maximum amount of principal indebtedness secured hereby at execution or which under any contingency may become secured hereby at any time hereafter is \$7,000,000.00.

45. Inconsistency with Loan Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Mortgage and the terms and provisions of the Loan Agreement which cannot be reasonably reconciled, the terms and provisions of the Loan Agreement shall govern and control; provided, however, that the absence of certain terms and provisions in one agreement shall not be deemed an inconsistency in the other agreement. Notwithstanding the foregoing, no greater obligation of Mortgagor under this Mortgage than under the Loan Agreement shall be considered a conflict or inconsistency between them, Mortgagor in each instance being bound by such greater obligation.

46. Mortgagee's Right to Enforce. All rights of enforcement hereunder are granted and reserved solely to Mortgagee, as administrative agent for Lender. Pursuant to the Loan Agreement, Lender has authorized Mortgagee to act as the administrative agent of Lender. Notwithstanding anything to the contrary herein or in any other Loan Document, Mortgagee shall not have a fiduciary relationship in respect of Lender by reason of this Mortgage or any of the other Loan Documents. Mortgagor, any Affiliate of Mortgagor and any third party (including any court) shall be entitled to rely on any and all acts of and communications by Mortgagee with respect to the exercise of any rights or the granting of any consent, waiver or approval on behalf of Lender or Mortgagee in all circumstances where an action by Lender or Mortgagee is required or permitted pursuant to this Mortgage or the provisions of any other Loan Document or by applicable law without the right or necessity of making any inquiry of Lender as to

the authority of Mortgagee with respect to such matter, and such acts and communications of Mortgagee shall bind Lender vis-à-vis Mortgagor and any Affiliate of Mortgagor and any third parties.

47. No Joint Venture. Any provision hereof to the contrary notwithstanding, neither Mortgagee nor Lender, by virtue of this Mortgage or any action taken pursuant hereto or contemplated hereby, shall be deemed to be a partner or joint venturer with Mortgagor or any other parties. Mortgagor shall indemnify and hold Mortgagee and Lender harmless from and against any and all liabilities, damages, claims, demands, costs and expenses (including, without limitation, the reasonable costs and expenses of defending or settling any such claims or demands and all reasonable fees and disbursements of legal counsel engaged or employed by Lender in defending and settling such claims or demands) resulting from such a construction of the parties and their relationship. Any inspection of the Mortgaged Property, any review of the Plans and Specifications (as defined in the Loan Agreement) or other documents submitted to Mortgagee, to Lender or to Lender's Consultant (as defined in the Loan Agreement) or any analysis of the Mortgaged Property made by Mortgagee, Lender or any of their respective agents, architects or consultants is intended solely for the benefit of Lender and shall not be deemed to create or form the basis of any warranty, representation, covenant, implied promise or liability to Mortgagor, or any contractor or subcontractor, or any other person or entity.

48. Counterparts. This Mortgage may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

49. Advances Pursuant to Completion Guaranty. Any proceeds of the Loan advanced pursuant to the Completion Guaranty to Guarantor to complete the Mortgaged Property shall (a) constitute disbursements of Loan proceeds under the Loan Agreement, (b) constitute indebtedness constituting a portion of the Loan, and (c) be secured by this Mortgage.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, Mortgagor has delivered this Mortgage on the day and year first above written.

**BORROWER:**

**WILLINGBORO TOWN CENTER URBAN  
RENEWED NORTH, LLC, a**  
New Jersey limited liability company

By: \_\_\_\_\_  
Name: Thomas E. Juliano  
Title: Executing Member

**BORROWER:**

**WILLINGBORO TOWN CENTER NORTH  
MANAGER, LLC, a**  
New Jersey limited liability company

By: \_\_\_\_\_  
Name: Thomas E. Juliano  
Title: Executing Member

STATE OF )  
 :ss.:  
COUNTY OF )

On the \_\_\_\_\_ day of August, in the year 2007, before me, the undersigned personally appeared **THOMAS E. JULIANO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

STATE OF )  
 :ss.:  
COUNTY OF )

On the \_\_\_\_\_ day of August, in the year 2007, before me, the undersigned personally appeared **THOMAS E. JULIANO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT B**

two for sale fee simple attached single family affordable housing units  
on two of the lots located within Block 1103, Lot 11  
(the "off-site affordable housing property")

**EXHIBIT C**

**Description of Project Improvements**

**EXHIBIT D**

**Description of Public Improvements**



**EXHIBIT E**

**Redeveloper Ownership Structure**

AMERICAN REAL ESTATE DEVELOPEMENT, INC., A NEW JERSEY CORPORATION

SOLE STOCKHOLDER: ERNEST EDWARDS

**EXHIBIT F**

**List of Existing Governmental Approvals**

**EXHIBIT G**

**Project Team**

**REDEVELOPER**

Principals:	ERNEST EDWARDS
Project Manager:	ERNEST EDWARDS
Attorneys:	GREGORY B. MONTGOMERY
Project Engineer:	BACH ASSOCIATES
Architect:	CAPPY SABIR, SABIR ENGINEERING
Environmental Consultant:	BRINKERHOFF ENVIRONMENTAL
Project Planners:	BACH ASSOCIATES
Construction Supervisor:	ERNEST EDWARDS

**BOROUGH**

Attorney:	
Engineer:	REMINGTON & VERNICK
Architect:	
Environmental Consultant:	
Professional Planner:	REMINGTON & VERNICK

RESOLUTION NO. 2007 - 137 - A  
**A RESOLUTION PROVIDING FOR A MEETING NOT  
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE  
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC  
 MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

*Personnel/ Employment*

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 9/19, 2007, that an Executive Session closed to the public shall be held on 9/19, 2007, at 6:05 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

*J. E. Ramsey*  
 \_\_\_\_\_  
 Jeffrey E. Ramsey, Mayor

Attest:  
*Marie Annese*  
 Marie Annese, RMC  
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				✓
Councilman Campbell	✓			
Councilman Stephenson				ARRIVED 6:05 PM
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**EXHIBIT H**

**TABLE OF INSURANCE AND BOND REQUIREMENTS**

Type of Insurance	Limits of Liability	Term of Coverage
1. Commercial General Liability	\$ _____ each loss/ \$ _____ policy aggregate	Annual policy Until completion <sup>1</sup>
2. Umbrella Excess Liability	\$ _____ each loss/ \$ _____ policy aggregate	Annual policy Until completion <sup>2</sup>
3. Builder's Risk Coverage	100% of replacement cost of all insurable construction	As-Built Until completion
4. Performance Bond (Construction)	Value of contract(s) for Offsite Project Improvements	During construction
5. Maintenance Bond		2 year Post construction

RESOLUTION NO. 2007 - 137 • **B**

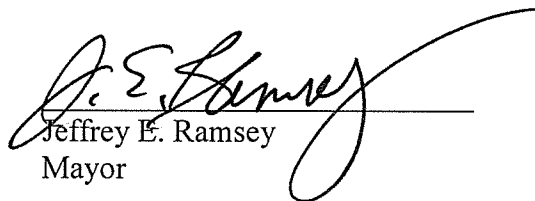
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments and appeals; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of September, 2007, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

FIS TAX SERVICE \$1195.96  
3100 NEW YORK DR.  
ATTN: NATIONAL REFUNDS/JENNIFER MARTINEZ  
PASADENA, CALIFORNIA 91107  
BLOCK 625  
LOT 14  
70 HILLCREST LANE  
OVERPAYMENT TAXES

HSBC CONSUMER 1248.90  
3100 NEW YORK DRIVE  
ATTN: NATIONAL REFUNDS/JENNIFER MARTINEZ  
PASADENA, CALIFORNIA 91107  
BLOCK 317  
LOT 26  
135 PHEASANT LANE  
OVERPAYMENT TAXES

SPEEDY TITLE, LLC. 1174.24  
1200 TICES LANE, SUITE 206  
EAST BRUNSWICK, N.J. 08816  
BLOCK 227  
LOT 2  
4 BUCKINGHAM DRIVE  
OVERPAYMENT TAXES

GREENWOOD, DOUGLAS & SANDERS. A. 1208.18  
517 CARVER LANE  
LAWNSIDE, NEW JERSEY 08045  
BLOCK 813  
LOT 21  
39 EMPIRE LANE  
OVERPAYMENT TAXES

CHASE MANHATTEN 121.31  
3100 NEW YORK DR. STE. 100  
ATTN: NATIONAL REFUNDS-JENNIFER MARTINEZ  
PASADENA, CALIFORNIA 91107  
BLOCK 313  
LOT 28  
51 PRINCETON LANE  
OVERPAYMENT TAXES

BEATRICE BROLO 1455.58  
24 EDISON LANE  
WILLINGBORO, N.J. 08046  
BLOCK 819  
LOT 23  
24 EDISON LANE  
OVERPAYMENT TAXES

FIRST AMERICAN REAL ESTATE TAX SERVICE ATTN: REFUNDS DEPT. MAIL CODE: DFW-1-3 PO BOX 961250 FT. WORTH, TX. 76161-0250 BLOCK 902 LOT 40 75 ROCKLAND DRIVE OVERPAYMENT TAXES	\$1099.51
KENNETH KING SR. 13 TREMONT PLACE WILLINGBORO, N.J. 08046 BLOCK 1109 LOT 21 13 TREMONT PLACE OVERPAYMENT TAXES	111.44
FIS TAX SERVICES 3100 NEW YORK DR- STE. 100 ATTN: NATIONAL REFUNDS/JENNIFER MARTINEZ PASADENA, CALIFORNIA 91107 BLOCK 501 LOT 28 75 MAINBRIDGE LANE OVERPAYMENT TAXES	2055.69
FIRST AMERICAN REAL ESTATE TAX SERVICE ATTN: REFUNDS DEPT MAIL CODE : DFW-1-3 PO BOX 961250 FT. WORTH, TX. 76161-0250 BLOCK 331 LOT 1 70 PENNYPACKER DRIVE OVERPAYMENT TAXES	993.26
BLOCK 903 LOT 3 3 RADCLIFF PLACE OVERPAYMENT TAXES	469.49
DESMOND PIERRE 251 NORTHAMPTON DRIVE WILLINGBORO, N.J. 08046 BLOCK 1020 LOT 50 251 NORTHAMPTON DRIVE OVERPAYMENT TAXES	1844.83



BARBARA MURRAY C/O JAMES K. GRACE, PC 27 CEDAR STREET MT. HOLLY, N.J. 08060 BLOCK 1104 LOT 22 70 TYLER DRIVE OVERPAYMENT TAXES	\$2526.62
COOK, JANET SMITH & CHAUNCEY J. 109 SOMERSET DRIVE WILLINGBORO, N.J. 08046 BLOCK 126 LOT 9 109 SOMERSET DRIVE OVERPAYMENT TAXES	1952.86
CHANCELLOR TITLE AGENCY 353 C. ROUTE 46 WEST, SUIT 211 FAIRFIELD, N.J. 07004 BLOCK 1017 LOT 21 55 NEW CASTLE LANE OVERPAYMENT TAXES	1285.07
SHARON A. JOHNSON 58 NIAGARA LANE WILLINGBORO, N.J. 08046 BLOCK 1023 LOT 40 58 NIAGARA LANE OVERPAYMENT TAXES	1070.65
HARDY, JESSEE & KARRIMA 54 HADLEY LANE WILLINGBORO, N.J. 08046 BLOCK 604 LOT 14 54 HADLEY LANE OVERPAYMENT TAXES	1057.54
JAMES KRUPER 45 NORMANDY LANE WILLINGBORO, N.J. 08046 BLOCK 1019 LOT 12 45 NORMANDY LANE OVERPAYMENT TAXES	1144.97

STEVE MOHAN  
404 MONTANA  
BROWNS MILLS, N.J. 08015  
BLOCK 903  
LOT 13  
13 RADCLIFF PLACE  
OVERPAYMENT TAXES

\$919.34

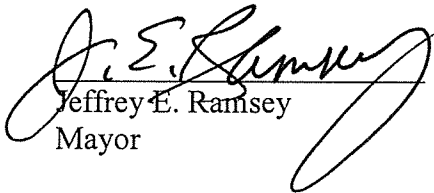
RESOLUTION NO. 2007 - 138

**A RESOLUTION AUTHORIZING THE TAX COLLECTOR  
TO WRITE OFF TAXES FOR 2006**


WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of various tax overpayments for various reasons and these balances cannot be refunded at this time but may be refundable at a later dated;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of September, 2007, that the taxes listed on the attached schedule and made a part hereto be cancelled and can be refunded at a later date; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Tax Collector for her information, attention and compliance.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

1,714.67 +  
1,105.61 +  
111.06 +  
91.76 +  
1,167.88 +  
1,958.57 +  
1,960.31 +  
52.82 +  
76.47 +  
1,626.73 +  
53.09 +  
1,475.44 +  
134.08 +  
1,298.25 +  
1,630.98 +  
762.57 +  
137.05 +

008  
OPND  
OVP.

78,333.00 \*

78,333.00 +  
14,469.34 +  
92,802.34 \*

PR.  
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Red No.  
2009-138

1,300.00 +  
28.15 +  
931.90 +  
915.51 +  
954.85 +  
1,589.16 +  
401.98 +  
937.37 +  
1,170.83 +  
1,381.52 +  
158.50 +  
191.16 +  
1,311.00 +  
801.02 +  
782.18 +  
1,002.92 +  
795.34 +  
75.73 +  
34.01 +  
250.64 +  
1,341.62 +  
1,493.55 +  
1,053.17 +  
88.52 +  
334.25 +

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1,254.86 +  
162.82 +  
1,486.35 +  
232.00 +  
844.50 +  
969.45 +  
232.99 +  
26.78 +  
13.23 +  
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895.00 +  
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1,503.77 +  
867.44 +  
103.60 +  
1,543.85 +  
1,082.29 +  
4,198.77 +

882.74 +  
117.00 +  
1,470.67 +  
1,864.78 +  
1,085.92 +  
87.02 +  
486.92 +  
1,000.75 +  
1,310.10 +  
872.91 +  
21.18 +  
869.63 +  
1,011.63 +  
54.43 +  
1,735.77 +  
84.12 +  
825.93 +  
991.99 +  
1,057.54 +  
1,213.67 +  
1,753.47 +  
974.51 +  
1,854.02 +  
104.06 +  
57.94 +

PR. 14,469.34 +  
000

92,802.34 \*

Ret. No. 7009-138

TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

Range: Block: First to Last Property Class Range: First to Last Balance Threshold: 0.00  
 Lot: Bill Year Range: 2006 to 2006 Include Prior Yr/Prd In Balance: Y  
 Qual: Bill Period Range: 1 to 4 Print Name/Prop Loc: Name  
 As Of Date: 09/20/07

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
18.	3.02	2	ANNING, JOHN M	0.00	3,553.48 835.27	5,643.61 0.00	1,254.86-
125.	11.	2	ADENIJI, AHMED & IDAYAT	162.82-	6,656.30 301.67-	6,354.63 203.21	162.82-
131.	18.	2	JONES, IVORY JR & SHARON E	0.00	4,418.54 0.00	5,904.89 0.00	1,486.35-
205.	14.	2	SEPULVEDA, STEVEN, ETAL	0.00	4,511.78 697.15	5,440.93 7.40	232.00-
<del>206.</del>	<del>17.</del>	2	DONECHIE, CRAIG S & NANCY	0.00	4,173.47 112.35-	4,282.72 0.00	<del>221.60</del> PD
<del>209.</del>	<del>39.</del>	2	BIAS, HAROLD	0.00	4,035.22 0.00	5,392.62 0.00	<del>1,357.40</del> PD
217.	24.	2	THOMPSON, REGINALD & LAURETTA D	0.00	4,004.14 172.24	5,020.88 0.00	844.50-
223.	14.	2	VILCHEZ, ANTHONY F & RITA S	0.00	4,009.32 0.00	4,978.77 0.00	969.45-
224.	6.	2	WATSON, ALANDA & VINCENT, CHESTER	0.00	3,973.06 1,256.72	5,462.77 0.00	232.99-
226.	5.	2	BADRU, ABIOLA A & NAHJERAH ETAL	0.00	4,480.70 1,031.40	5,538.88 7.53	26.78-
229.	4.	2	REID, GREGORY & TREENA	0.00	4,589.48 0.00	4,602.71 0.00	13.23-
243.	34.	2	JONES, MICHAEL A	0.00	4,030.04 0.00	5,385.70 0.00	1,355.66-
245.	8.	2	GEORGES, PETER	0.00	3,952.34 362.90	5,644.76 0.00	1,329.52-
<del>246.</del>	<del>3.</del>	2	LAFRANCE, DONALD	0.00	6,029.52 498.18	7,139.50 0.00	<del>611.80</del> PD
303.	22.	2	FLEMING, ROBIN	0.00	4,387.01 249.09	5,531.10 0.00	895.00-
315.	2.	2	BILTON, MARY E	0.00	4,144.00 0.00	5,146.00 0.00	1,002.00-
316.	20.	2	SEWELL, HERMAN & ELVESTER	0.00	4,470.34 0.00	5,974.11 0.00	1,503.77-
329.	8.	2	HAMPTON, COLLEEN T	0.00	4,112.92 0.00	4,980.36 9.98	867.44-
330.	14.	2	SAWYER, JAMES	0.00	5,322.08 173.90	5,599.58 0.00	103.60-
330.	32.	2	JEANTY, EDWIDGE VANESSA	0.00	4,589.48 0.00	6,133.33 0.00	1,543.85-
334.	7.	2	ANDREWS, LARRY & DIANA	0.00	4,734.52 0.00	5,816.81 0.00	1,082.29-
403.	8.	2	PINTO, EDMUND G III	0.00	7,039.62 4,478.95	15,717.34 5.94	4,198.77-
410.	1.	2	McCLENNEY, BARRY & KRISTIN	0.00	7,044.80 1,485.80	10,016.40 0.00	1,485.80-



TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
507.	4.	2	IYIOLA, BOLATITO A	0.00	4,790.43 441.37	6,114.54 0.00	882.74-
512.	34.	2	WALTON, CLARENCE A & NICOLE A	0.00	4,071.48 0.00	4,188.48 0.00	117.00-
520.	4.	2	WATTS, CRAIG M & BARBARANNE	0.00	4,371.92 0.00	5,842.59 0.00	1,470.67-
521.	8.	2	VASQUEZ, HENRY R & BETANCES, YOKASTA	0.00	4,791.50 0.00	6,656.28 7.73	1,864.78-
522.	2.	2	TURNER, BARRY & JERLINE	0.00	4,491.06 0.00	5,576.98 0.00	1,085.92-
523.	68.	2	BARBERENA, MARCO & DIANA	0.00	4,860.38 50.26	4,997.66 0.00	87.02-
526.	17.	2	BLOUNT, WANDA G	0.00	5,035.02 67.40-	5,454.54 0.00	486.92-
528.	38.	2	HALL, LORRAINE E	0.00	4,138.82 207.20	5,346.77 0.00	1,000.75-
529.	14.	2	WILLIAMS, GARY	0.00	4,180.26 653.22	6,143.58 6.06	1,310.10-
529.	28.	2	NEGRON, KELLY	0.00	4,138.82 573.00	5,584.73 0.00	872.91-
535.	3.	2	MAZAHREH, SAMAN O	0.00	4,537.68 1,575.75	6,134.61 0.00	21.18-
535.	7.	2	YOUNG, PAUL & MICHELLE	0.00	4,123.28 1,066.33	6,059.24 0.00	869.63-
535.	9.	2	DELICE, JEAN CLAUDE & MARIE ANNE	0.00	4,138.82 1,434.82	6,585.27 10.08	1,011.63-
536.	44.	2	HALL, BERNICE	0.00	4,589.48 0.00	4,643.91 0.00	54.43-
537.	29.	2	JACKSON, ROBERT	0.00	4,268.32 0.00	6,004.09 0.00	1,735.77-
538.	14.	2	GLENNEY, EUGENE A & DORIS M	0.00	3,519.68 84.12-	3,519.68 0.00	84.12-
<del>541.</del>	<del>31.</del>	15F	TATE, DAVID J & NATISE N	378.85-	0.00	0.00	378.85
542.	14.	2	FITCH, ERIC J	0.00	4,299.40 979.02	6,104.35 0.00	825.93-
604.	11.	2	LAFRANCE, ORNAN & RAYMONDE	0.00	4,703.44 0.00	5,695.43 0.00	991.99-
604.	14.	2	HARDY, JESSE R & KARRIMA	0.00	5,014.24 0.00	6,071.78 0.00	1,057.54-
608.	31.	2	PETERSON, MARY L	0.00	5,019.42 0.00	6,233.09 20.61	1,213.67-
<del>608.</del>	<del>123.</del>	2	BOST-LEWIS, JOYCE RENEE	0.00	4,946.90 0.00	5,246.90 0.00	<del>300.00</del>
608.	132.	2	LOUIS, FRANTZ & FAYEDRA	0.00	4,568.76 2,483.00	8,805.23 4.50	1,753.47-
624.	26.	2	SMITH, EDWARD W & EVANGELINE T	0.00	4,620.56 0.00	5,595.07 0.00	974.51-
627.	6.	2	GUIDRY, DUANE J & MARY JO	0.00	5,511.52 0.00	7,365.54 0.00	1,854.02-
642.	40.	2	JOHNSON, VICTORIA T	0.00	5,069.56	5,382.02	

Apply  
to  
07 TAXES

JOP

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
702.	14.	2	NICOLAS-PAUL, NICKARSON	0.00	208.40	0.00	104.06-
704.	34.	2	WEBB, AQILA D	0.00	6,482.91	6,988.78	57.94-
708.	38.	2	SIMS, DAVID E JR & PRINCE-SIMS, T D	0.00	447.93	40.93	1,300.00-
711.	4.	2	WILLIAMS, SANDRA L	0.00	4,884.74	6,184.74	28.15-
716.	22.	2	SKELDING, C & ORTIZA-SKELDING, B	0.00	0.00	0.00	931.90-
<del>721.</del>	<del>21.</del>	2	JOHNSON, GARY	0.00	5,211.08	6,959.22	915.51-
733.	12.	2	JOHNSON, DAVID E & BARBARA A	0.00	1,719.99	0.00	250.00- <i>PD</i>
735.	9.	2	HORNE, MELISSA	0.00	4,418.54	5,350.44	954.85-
801.	35.	2	CONNER, DORI	0.00	0.00	0.00	1,589.16-
805.	20.	2	LOWDEN, FRANCIS & SUSAN	0.00	4,724.16	6,313.32	401.98-
805.	26.	2	JACKSON, DARRELL & DEVONNE	0.00	0.00	0.00	937.37-
805.	35.	2	LARMORE, RODNEY SR & ADRIANNE	0.00	4,983.16	6,951.34	1,170.83-
805.	94.	2	AUGUSTIN, CAROLE	0.00	1,566.20	0.00	1,381.52-
808.	16.	2	SOMERSET, LINDA J	0.00	4,444.44	6,212.66	158.50-
<del>818.</del>	<del>69.</del>	2	THOMAS, MARK L & MARGIE L	0.00	830.85	0.00	191.16-
819.	13.	2	COVINGTON, ANTHONY & JUDITH ANNE	0.00	5,288.78	6,459.61	<del>1,174.44-</del> <i>PD</i>
821.	7.	2	FEWELL, JUANITA & BENJAMIN, CYNTHIA	0.00	0.00	0.00	1,311.00-
<del>827.</del>	<del>14.</del>	2	PREVIL, HENRY & MARIA	0.00	5,066.04	7,794.11	801.02-
827.	24.	2	BELL, JERROLD A & ALICE A	0.00	1,346.55	0.00	<del>1,009.47-</del> <i>PD</i>
832.	22.	2	CORACE, GREG D	0.00	5,164.46	5,571.26	782.18-
<del>901.</del>	<del>33.</del>	2	MCCAIN, TERRELL & SONIA	0.00	248.30	0.00	1,002.92-
901.	103.	2	WHITAKER, BOBBY E & DORIS J	0.00	4,470.34	4,470.34	<del>128.05-</del> <i>PD</i>
<del>901.</del>	<del>231.</del>	2	YOUNG, HAMID & CILETTI, MELINDA	0.00	0.00	0.00	795.34-
<del>902.</del>	<del>40.</del>	2	HICKS-RODDY, TIANA M	0.00	3,859.10	4,706.78	<del>331.98-</del> <i>PD</i>
902.	94.	2	BERRIOS, MICHAEL P	0.00	515.70	0.00	<del>1,099.51-</del> <i>PD</i>
		2		0.00	3,268.58	4,788.29	75.73-
		2		0.00	420.20	15.16	
		2		0.00	3,774.77	3,898.57	
		2		0.00	48.07	0.00	

TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
902.	197.	2	BELL, BETTY & ARTHUR JR	0.00	3,708.88 993.20	4,736.09 0.00	34.01-
<del>903.</del>	<del>3.</del>	2	MEEKINS, LARRY B & VIVIAN C	0.00	3,651.90 1,432.50	5,553.89 0.54	469.49- PD.
<del>903.</del>	<del>13.</del>	2	MOHAN, STEVE	0.00	3,802.12 0.00	4,721.46 0.00	919.34- PD.
904.	7.	2	GARCIA, BENITA E	0.00	3,859.10 2,558.76	6,668.50 256.75	250.64-
1003.	22.	15F	GUYRE, DONNA J & BARNETT, D M & E M	0.00	0.00	1,341.62	1,341.62-
1007.	27.	2	THOMPSON, CELESTE	0.00	4,375.74 0.00	5,869.29 0.00	1,493.55-
1009.	68.	2	NARMAH, BETTY	0.00	4,993.52 0.00	6,046.69 0.00	1,053.17-
<del>1010.</del>	<del>9.</del>	2	PHILLIPS, ELAINE	0.00	4,541.90 78.66	4,699.22 0.00	78.66- PD.
1017.	15.	2	BARNES, BEACHER	0.00	4,630.92 1,289.25	6,008.69 37.60	88.52-
<del>1017.</del>	<del>21.</del>	2	LAWRENCE, EDDIE S & JOCELYN H	0.00	5,314.68 0.00	6,599.75 43.04	1,285.07- PD.
1017.	23.	2	MONTROSE, DUVAL & MARIE	0.00	4,681.36 0.00	5,015.61 0.00	334.25-
<del>1019.</del>	<del>12.</del>	2	KRUPER, JAMES A	0.00	5,433.82 0.00	6,578.79 0.00	1,144.97- PD.
1022.	19.	2	BLIDI, PHILIP D & BEATRICE C	0.00	4,558.40 0.00	5,519.80 8.33	961.40-
<del>1023.</del>	<del>40.</del>	2	JOHNSON, SHARON A	0.00	5,076.40 0.00	6,147.05 0.00	1,070.65- PD.
<del>1104.</del>	<del>22.</del>	2	DAVID, JUDE & RACHELE	0.00	7,511.00 0.00	10,037.62 0.00	2,526.62- PD.
1104.	23.	2	LOCKLEAR, WALLACE & MARY	0.00	6,661.48 484.33	7,455.81 22.86	310.00-
<del>1109.</del>	<del>21.</del>	2	KING, KENNETH R SR	0.00	7,661.09 222.87	7,995.40 0.00	111.44- PD.
1110.	44.	2	HOLMES, RICHARD P & CRISSANDRA E	0.00	7,091.42 0.00	8,806.09 0.00	1,714.67-
1111.	40.	15F	HORD, JAMES S & GERDA	0.00	5,242.16 4,136.55-	2,211.22 0.00	1,105.61-
1111.	51.	2	WILLIAMS, CHARLES & ERMA	0.00	2,055.24 3,388.94	5,555.24 0.00	111.06-
1119.	10.	2	DULAURIER, ROOSEVELT & URSULE	0.00	5,261.52 1,327.45	6,680.73 8.55	91.76-
1119.	14.	2	TOWNSEND, NANCY J	0.00	5,537.42 0.00	6,705.30 0.00	1,167.88-
1122.	5.	2	SMITH, FREDERICK L JR	0.00	5,822.32 0.00	7,780.89 0.00	1,958.57-
1123.	12.	2	CHESTNUT, JUSTUS	0.00	5,827.50 0.00	7,787.81 0.00	1,960.31-
1126.	16.	2	ARMSTEAD, REGINALD B & DENISE	0.00	5,542.60 1,881.35	7,476.77 0.00	52.82-
1129.	3.	2	BYRD, ELTON & LOUBERTA B	0.00	7,150.85	7,380.27	

TOWNSHIP OF WILLINGBORO  
Condensed Tax Account Overpayment Report

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
		2		0.00	152.95	0.00	76.47-
1130.	1.	15F	HILL CAROLYN E TRUSTEE RLT		150.77-	1,626.74	
1132.	2.		GERAGHTY, DENNIS & HACKER, SUSAN	0.00	150.78	0.00	1,626.73-
		2		0.00	6,415.99	6,989.11	
1132.	9.		BRADFORD, THOMAS & EVELYN	0.00	520.03	0.00	53.09-
		2		0.00	5,946.90	7,577.48	
1132.	14.		MCBRIDE, SHARON	0.00	155.14	6.14	1,475.44-
		2		0.00	5,682.46	5,816.54	
1135.	15.		ROBINSON, CLEOPHUS A II & LEONIA	0.00	0.00	0.00	134.08-
		2		0.00	6,292.34	7,590.59	
1135.	47.		BOYNTON, ROBERT	0.00	0.00	0.00	1,298.25-
		2		0.00	4,848.48	6,479.46	
1202.	16.		PRICE, LENORA M	0.00	0.00	0.00	1,630.98-
		2		0.00	3,615.64	4,378.21	
1202.01	72.		HARRIS, LETITIA D	0.00	0.00	0.00	762.57-
		2		0.00	3,983.42	4,264.68	
					144.21	0.00	137.05-

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Original Billed	104,138.04	104,137.55	125,172.84	174,266.00	507,714.43
Added/Omitted	1,982.95	1,982.86	0.00	38,334.31	42,300.12
Other Billing	2,061.73	1,105.61-	1,392.53-	7,214.09-	7,650.50-
Balance Adjustments (Prin)	3,586.41	4,739.26-	1,826.22	3,745.45	4,418.82
Payments (Prin)	125,460.52	120,874.83	134,794.59	257,913.60	639,043.54
Payments (Pnlt)	0.00	0.00	0.00	0.00	0.00
NSF (Prin)	0.00	0.00	0.00	0.00	0.00
NSF (Pnlt)	0.00	0.00	0.00	0.00	0.00
<b>Tax Balance (Prin + Pnlt)</b>	<b>13,691.39-</b>	<b>20,599.29-</b>	<b>9,188.06-</b>	<b>48,781.93-</b>	<b>92,260.67-</b>
Misc.Charge Adjustments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge Payments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge NSF (Prin)	0.00	0.00	0.00	0.00	0.00
<b>Total Balance (Prin + Pnlt)</b>	<b>13,691.39-</b>	<b>20,599.29-</b>	<b>9,188.06-</b>	<b>48,781.93-</b>	<b>92,260.67-</b>
Payments (Intr)	449.41	44.16	12.15	224.03	729.75
NSF (Intr)	0.00	0.00	0.00	0.00	0.00
Balance Adjustments (Intr)	0.00	0.00	0.00	0.00	0.00

Prior Yr/Prd Balance: 541.67-  
 Current Balance: 92,260.67-  
 Total Balance: 92,802.34-

*- 14,409.34- PAID*  
*78,333.00*  
*TOTAL*  
*OUP.*

2006 DEDUCTIONS

Number of Accts:	108	Senior Citizen	1
Land Value:	1,961,100	Disabled Person	0
Improvement Value:	8,889,400	Surviving Spouse	0
Limited Exemptions:	2,400	Veteran	5
Net Taxable Value:	10,848,100	Widow of Veteran	0

**RESOLUTION NO. 2007 - 139**

**A RESOLUTION AWARDING A BID FOR  
STRIPING OF VARIOUS STREETS**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Striping of Various Streets; and

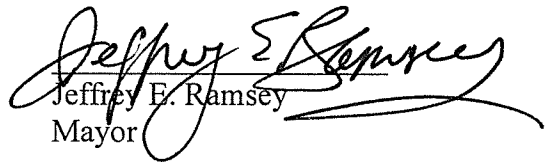
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Zone Striping, Inc., 501 New Jersey Avenue, Glassboro, New Jersey** in the amount of \$40,105.00 (representing the base bid); and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification .

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26<sup>th</sup> day of September, 2007, that the bid be accepted as per the attached bid return sheet and recommendation of the Township Engineer; and

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

Certification Of Availability of Funds  
-----

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

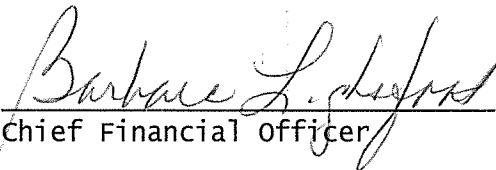
Resolution Date: 09/26/07  
Resolution Number: 2007-139

Vendor: ZONESTRI ZONE STRIPING INC.  
501 NEW JERSEY AVENUE  
GLASSBORO, NJ 08028

Contract: 07-00015 BID FOR STRIPING OF VARIOUS  
WILLINGBORO STREETS  
FILE# 0338G003

Account Number	Amount	Department Description
----------------	--------	------------------------

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Acting Chief Financial Officer

# REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President  
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS  
Michael D. Vena, PE, PP, CME  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS  
CORPORATE SECRETARY  
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES  
John J. Cantwell, PE, PP, CME  
Alan Dittenhofer, PE, PP, CME  
Frank J. Seney, Jr., PE, PP, CME  
Terence Vogt, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME  
Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
Marc DeBlasio, PE, PP, CME  
Leonard A. Faiola, PE, CME  
Christopher J. Fazio, PE, CME  
Kenneth C. Ressler, PE, CME  
Gregory J. Sullivan, PE, PP, CME

Remington &  
Vernick Engineers  
232 Kings Highway East  
Haddonfield, NJ 08033  
(856) 795-9595  
(856) 795-1882 (fax)

15-33 Halsted Street, Suite 204  
East Orange, NJ 07018  
(973) 323-3065  
(973) 323-3068 (fax)

Remington, Vernick  
& Vena Engineers  
9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 2  
Old Bridge, NJ 08857  
(732) 955-8000  
(732) 591-2815 (fax)

Remington, Vernick  
& Walberg Engineers  
845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

Remington, Vernick  
& Beach Engineers  
922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203  
Mechanicsburg, PA 17050  
(717) 766-1775  
(717) 766-0232 (fax)

U.S. Steel Tower  
600 Grant Street, Suite 1251  
Pittsburgh, PA 15219  
(412) 253-2200  
(412) 253-2210 (fax)

Univ. Office Plaza, Bellevue Building  
252 Chapman Road, Suite 105  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

Remington, Vernick  
& Arango Engineers  
243 Route 130, Suite 200  
Bordentown, NJ 08505  
(609) 298-6017  
(609) 298-8257 (fax)

September 17, 2007

Ms: Joanne Diggs, Acting Township Manager  
Township of Willingboro Municipal Complex  
1 Salem Road  
Willingboro, NJ 08046

Re: Township of Willingboro  
Striping of Various Streets  
Our File #0338G003

Dear Ms. Diggs:

We have tabulated the bids received on September 14, 2007, with reference to the above-captioned project and find the lowest bidder to be Zone Striping, Inc. 501 New Jersey Avenue, Glassboro, New Jersey in the amount of \$40,105.00, representing the Base Bid. A copy of the tabulation is enclosed for your review.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Zone Striping, Inc., for the Base Bid in the amount of \$40,105.00. The award should be contingent upon approval of your solicitor and monies being available.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

K. Wendell Bibbs, P.E., C.M.E. *For*

Enclosure

cc: Mayor & Council, c/o Marie Annese, Clerk  
Michael Armstrong, Township Solicitor  
Eric Berry, Deputy Twp. Mgr.  
Richard A. Brevogel, Supervisor, DPW  
Richard G. Arango  
Syreeta Paul  
George LaPorte  
Raymond D. Longmore

t:\transportation\_bridgelwillingboro township\0338g003 striping of various streets\specs\award ltr. 9-17-07.doc

Earning Our Reputation Every Day Since 1901

SEP 20 2007



**MEMORANDUM**

**TO:** K. Wendell Bibbs  
Frank J. Seney

**FROM:** Elaine E. Lashley

**RE:** Willingboro Township  
Striping of Various Streets  
Project No.: 0338G003

**DATE:** September 17, 2007

I have reviewed the bids submitted for the above-referenced project and have found no apparent errors and/or omissions. A copy of the bid tabulation has been attached for your review.

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Zone Striping, Inc	\$40,105.00
Traffic Lines, Inc.	\$48,640.00
The average bid price is:	\$44,372.50
Engineer's Estimate for this project:	\$95,800.00
The higher bidder is:	Zone Striping, Inc
The lower bidder is:	Traffic Lines, Inc.

**R** REMINGTON & VERNICK ENGINEERS  
**V** BID TABULATION

PROJECT NAME:  
 STRIPING OF VARIOUS STREETS  
 PROJECT NUMBER:  
 0338G003  
 CLIENT:  
 TOWNSHIP OF WILLINGBORO

Zone Striping, Inc.  
 501 New Jersey Avenue, P. O. Box 568  
 Glassboro, NJ 08028  
 (856-582-5900)  
 ((BB, CS, SS, etc.))

Traffic Lines, Inc.  
 5100 Asbury Road  
 Farmingdale, NJ 07727  
 (732-919-3100)  
 ((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	TOTAL
1	TRAFFIC MARKINGS, LONG-LIFE, HOT APPLIED THERMOPLASTIC	5300 SF	\$1.85	\$9,805.00
2	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN	139500 LF	\$0.20	\$27,900.00
3	MAINTENANCE AND PROTECTION OF TRAFFIC	1 LS	\$2,400.00	\$2,400.00
<b>TOTAL CONSTRUCTION COST:</b>				<b>\$40,105.00</b>

UNITS PRICE	TOTAL
\$1.50	\$7,950.00
\$0.22	\$30,690.00
\$10,000.00	\$10,000.00
<b>\$48,640.00</b>	

✓

**RESOLUTION NO. 2007 - 140**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

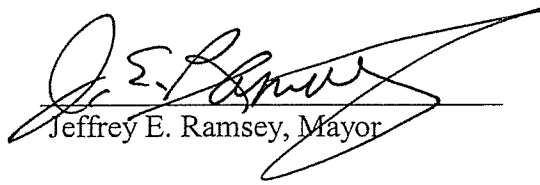
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

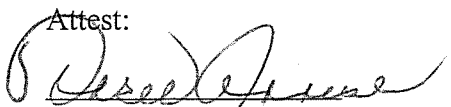
*Personal Real Estate Matter From St. Dept of Ed.*

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Sept. 26, 2007, that an Executive Session closed to the public shall be held on Sept. 26 2007, at 6:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

  
 Jeffrey E. Ramsey, Mayor

Attest:  
  
 Marie Annese, RMC  
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer				✓
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**RESOLUTION NO. 2007- 141**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING**  
**AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

**WHEREAS**, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

**WHEREAS**, a request has been made of the Township Council assembled in public session on this 1st day of October 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

**NOW, THEREFORE**, upon motion duly made and seconded and passed by a vote of 5 in favor and None opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:


1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

- X 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
  
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

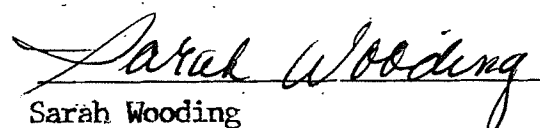
**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to \_\_\_\_\_  
Continued personnel evaluation for Public Safety Director  
\_\_\_\_\_  
\_\_\_\_\_

**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO

  
\_\_\_\_\_  
JEFFREY E. RAMSEY, Mayor

Attest:

  
\_\_\_\_\_  
Sarah Wooding  
Deputy Township Clerk

**RESOLUTION NO. 2007 - 142**

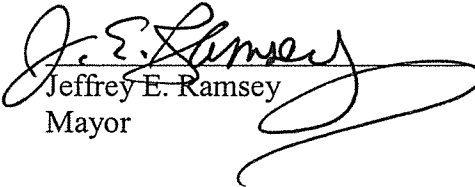
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments and appeals; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of October, 2007, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.

  
Jeffrey E. Ramsey  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

<b>Recorded Vote</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

EDWIDGE V. JEANTY 9 POTTER LANE WILLINGBORO, N.J. 08046 BLOCK 330 LOT 32 9 POTTER LANE OVERPAYMENT TAXES	\$1543.85
COUNTRYWIDE TAX SERVICES PO BOX 10211 ATTN: TAX DEPT. SV-24 VAN NUYS, CA. 91410-0211 BLOCK 1003 LOT 22 10 NELSON COURT OVERPAYMENT TAXES	1341.62
LENDERS FIRST CHOICE 3850 ROYAL AVE. #2266860 SIMI VALLEY, CA. 93063 BLOCK 1009 LOT 93 6 NEWPORT LANE OVERPAYMENT TAXES	1146.07
MICHAEL A. JONES 29 BELMONT LANE WILLINGBORO, N.J. 08046 BLOCK 243 LOT 34 29 BELMONT LANE OVERPAYMENT TAXES	1355.66
MARY E. BILTON 6 PENNANT LANE WILLINGBORO, N.J. 08046 BLOCK 315 LOT 2 6 PENNANT LANE OVERPAYMENT TAXES	1002.00
BADRU, ABIOLA & NAHJERIAH 15 BEAVERDALE LANE WILLINGBORO, N.J. 08046 BLOCK 226 LOT 5 15 BEAVERDALE LANE OVERPAYMENT TAXES	26.78

FIRST AMERICAN REAL ESTATE TAX SERVICE  
ATTN: REFUNDS DEPT.  
PO BOX 961250  
FT. WORTH, TX. 76161-0250  
BLOCK 1111  
LOT 40  
63 TRIANGLE LANE  
OVERPAYMENT TAXES

\$1105.61



**RESOLUTION NO. 2007 – 143**

**AUTHORIZING A CONTRACT FOR WESTLAW SERVICES**

WHEREAS, the Township Council of the Township of Willingboro has requested access to Westlaw legal publications database; and

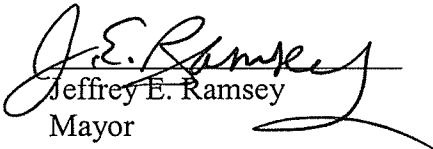
WHEREAS, it is in the best interest of the Township to have access to these materials; and


WHEREAS, the amount of the one year contract does not exceed the public bidding threshold; and

WHEREAS, the Director of Finance has certified that the necessary funding is available; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of October, 2007, that the Mayor is authorized to enter into an agreement for Westlaw services for one year at a monthly cost of \$410.40.

BE IT FURTHER RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of October, 2007, that a copy be forwarded to Westlaw and the Finance Director.

  
Jeffrey E. Ramsey  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* OCT-29-2007 MON 03:16 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* OCT-29 03:14 PM 18665351590 2'28" 7 SEND OK 154 \*  
 \* TOTAL : 2M 28S PAGES: 7 \*  
 \*\*\*\*\*

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
**Phone No. (609) 877-2200 Fax No. (609) 835-0782**

TELEFAX COVER SHEET

TO: Gregory RUANE  
 COMPANY: West Law  
 DATE: 10/29/07  
 TO FAX NO. 1-866-535-1590

FROM: Marie Annese EXT. 6202 PAGES 7  
Investment Account



**WESTLAWPRO BRIDGE AMENDMENT**

AVAILABLE ONLY TO NEW WESTLAW SUBSCRIBERS

Amendment to Subscriber Agreement for Westlaw and CD-ROM Libraries betw... TWP OF WILLINGBORO  
("Subscriber") and West, a Thomson business ("West") as follows.

1. **Effect of Amendment.** The underlying Subscriber Agreement for Westlaw and CD-ROM Libraries, of even date herewith including all Schedules and Order Forms thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.

WEST

By: \_\_\_\_\_  
To be signed by authorized item office personnel only

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUBSCRIBER

By: Jeffrey E. Ramsey

Name (please print): JEFFREY E. RAMSEY

Title: MAYOR

Date: 10/23/07

Subscriber's Address: 1 Salem Rd

Willingboro NJ 08046

2. **Term and Termination.** The Subscriber Agreement and this Amendment shall become effective upon approval and acceptance by West in St. Paul, Minnesota and shall continue in force and effect as set forth in 3.1 and 3.2 herein.

3. **WestlawPRO Products**

3.1 From the effective date of this Amendment and continuing for a minimum of 30 days thereafter ("Period 1"), Subscriber shall receive access, at no charge, to the WestlawPRO product(s) elected by Subscriber on the Order Form. Access to and use of all other Westlaw databases, Features and services shall be billed to Subscriber at then-current Schedule A Plan 1 WestlawPRO rates.

3.2 From the end of Period 1 and continuing 12 months thereafter ("Period 2"), Subscriber shall receive access to the WestlawPRO product(s) elected by Subscriber on the Order Form, at the rates set forth therein. All access to and use of all other Westlaw databases, Features and services will be billed at the then-current Schedule A Plan 1 WestlawPRO rates and/or Schedule A Plan 1 WestlawPRO rates.

3.3 All other terms and conditions of the Subscriber Agreement shall remain unchanged.

**NACI (New Account/Credit Increase) Form**



New Account  Increase to Credit Limit

Date 9/07

**CUSTOMER INFORMATION:**

Full Legal Name/Business Entity TOWNSHIP OF WILLINGBORO  
Doing Business As (DBA) A MUNICIPAL CORPORATION  
If Appropriate: Attnt/Department ATTN: JOANNE DIGGS / ACTING TWP MANAGER  
Street Address 1 Salem Rd Suite/Floor \_\_\_\_\_  
City Willingboro State NJ County Burlington Zip 08046  
Telephone 609-877-2100 Fax \_\_\_\_\_ Country USA  
E-Mail Address joanne-diggs@willingborotwp.org Web Address \_\_\_\_\_

Ship to Name (if different from above) \_\_\_\_\_  
Attention MICHAEL A. ARMSTRONG, SOLICITOR  
Street Address 29 MAINBRIDGE LANE Suite/Floor \_\_\_\_\_  
City Willingboro State NJ County Burlington Zip 08046 Country USA

Bill to Name (if different from above) TOWNSHIP OF WILLINGBORO  
Attention JOANNE DIGGS, ACTING TWP MANAGER  
Street Address 1 Salem Rd, WI Suite/Floor \_\_\_\_\_  
City Willingboro State NJ County Burl Zip 08046 Country USA

Tax Exempt Yes  No  If yes, attach copy of tax exempt certificate.

Organization Affiliation (please check if applicable)  
Division of \_\_\_\_\_ Subsidiary of \_\_\_\_\_  
Representative of \_\_\_\_\_ Branch of \_\_\_\_\_

Type of Organization (select Single Best Option)  
**Legal (general)**  
Solo Attorney \_\_\_\_\_  
Solo Suite \_\_\_\_\_  
Small Firm/2-20 (# of attys) \_\_\_\_\_  
Medium Firm/21-79 (# of attys) \_\_\_\_\_  
Large Firm/80+ (# of attys) \_\_\_\_\_  
**Government (specific)**  
 Municipal  
County \_\_\_\_\_  
State \_\_\_\_\_  
Federal \_\_\_\_\_  
Tribal \_\_\_\_\_  
**Other (specific)**  
Solo Proprietor/Commercial \_\_\_\_\_  
Academic \_\_\_\_\_  
Corporation \_\_\_\_\_  
Reseller \_\_\_\_\_  
Legal Association (e.g. bar assoc.) \_\_\_\_\_  
Non-Legal Association (e.g. NAACP) \_\_\_\_\_

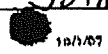
If Appropriate: List Primary Practice Areas: General / Municipal

Check to receive important e-mail notifications and special promotions from West. We will not sell, rent or share your information with others.

**CONTACT INFORMATION:**  
Active Partner/Officers Names & Titles: (please attach separate sheet if needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accounts Payable Contact: JOANNE DIGGS, ACTING TWP. MANAGER  
Accounts Payable Telephone Number: 609 877 2200 X6200



10/1/07

#22407

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CREDIT INFORMATION:

Legal Business Structure:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ LLC, LLP, etc. \_\_\_\_\_ Individual Business \_\_\_\_\_ Other \_\_\_\_\_

Annual Revenue \_\_\_\_\_ Years in Business \_\_\_\_\_  
Date Business Started \_\_\_\_\_ Length of Present Ownership \_\_\_\_\_  
Number of Employees \_\_\_\_\_

BANK REFERENCE

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact \_\_\_\_\_  
Checking Account Number \_\_\_\_\_  
Loan Account Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

TRADE REFERENCE

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact \_\_\_\_\_  
Fax Number \_\_\_\_\_

AUTHORIZATION

West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company.

Corporate Credit Authorization:

Owner/Officer Printed Name JEFFREY E. RAMSEY, MAYOR Date 10/23/07  
Owner/Officer Signature [Signature]

Consumer Credit Authorization:

Owner/Officer Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Home Address \_\_\_\_\_  
Owner/Officer Signature \_\_\_\_\_  
Owner/Officer Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Home Address \_\_\_\_\_  
Owner/Officer Signature \_\_\_\_\_

Should credit be granted by West, all decisions with respect to the extension or continuation shall be at the sole discretion of West. West does not discriminate against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age provided the applicant has the capacity to enter into a binding contract. West may terminate any credit availability within its sole discretion.

OCT-10-2007 WED 11:00 AM

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WEST ORDER FORM
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/697-8000



Check West account status below as applicable:
Rep Name & Number Ruave / 0016825
New (NACI Form attached) Existing with Increase Credit Limit
Retailing with no changes Existing with changes
Acct # PO # Date 9/07
Name/Subscriber William Topp
Order Confirmation Contact Name Crystal Holmes-Bowling
E-Mail chb@armstronglawfirm.com
Westlaw Password Contact Name (for password delivery) Crystal Holmes-Bowling
E-Mail chb@armstronglawfirm.com
Permanent Address Change One-Time Skip To Additional Ship To Additional Bill To
Name Address City State County Zip Suite/Floor

WestlawPRO™/CD-ROM Products table with columns: Full Svc #, WestlawPRO/CD-ROM/WLEC Product, # of Passwords/PTAs/Students/Cons, CD Users, Monthly Banded/Base Rate, Per User/Conc. User Rate, Other, Total Monthly WestlawPRO/CD/WLEC Charges. Includes rows for Municipal Library, Employment Practitioner, Employment Disc Card, and MS Rev Pkg w/ KC ATN.

Notes (including Key Code): 30% discount + 10% new customer discount = 40% discount
Total Monthly Charges \$ 410.40

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates.

Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than % over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than % over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than % over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

Subscriber's Initials 1 attorney or corporate users are employed by Subscriber at the location identified above (for WestlawPRO, CD-ROM and Law Centers and/or West LegalEdcenter Charges). If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber Monthly WestlawPRO Charges as applicable.

CD-ROM and/or West LegalEdcenter annual billing (please check if requested)

Internal Corporate Use Only BND

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WEST INFO CENTER

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West LegalEdcenter Online Features and Services:

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including usernames and password), as well as ongoing communication regarding new online programs available in their profession and special announcements. Subscriber's users may opt-out after the initial e-mail communication.

Programs excluded from the Online CLE Plan shall be billed at their current rates via credit card billing.

**Technical Contact for Westlaw Patron Access and Campus Research**

Name (please print): \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Current Account #: \_\_\_\_\_

Subscriber Initials \_\_\_\_\_ Terminals will be used for Patron Access (not required for Campus Research),

WestlawPRO Renewals	
WestlawPRO Products	Current Monthly WestlawPRO Charges

Subscriber's Initials for 12 Month Renewal Term - Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be \_\_\_\_\_% more than the current Monthly WestlawPRO Charges.

Subscriber's Initials for 24 Month Renewal Term - Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months.

Subscriber's Initials for 36 Month Renewal Term - Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion is the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

\* Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly WestlawPRO Charges are billed thereafter at then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the "Subscriber Agreement". Subscriber is responsible for all Excluded Charges as incurred.

Westlaw Passwords and QuickView+									
Last Name	First Name, M.I.	Jug	Clrk	Atty	Lib	Para	Other	Product(s)	
Armstrong	Michael				✓			Amicus Comment Employment Disc Court NOT ON PLUS w/ CALIF	

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder \_\_\_\_\_ Password \_\_\_\_\_ Authorized Act. # \_\_\_\_\_

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Print Products/Other Products					
Full Sys #	Print Products and Other Products	Quantity	Line Charges	Other	Charges
Total Charges \$					

**Terms of Payment for Print Products.** West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ \_\_\_\_\_ per month plus tax for approximately \_\_\_\_\_ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

**Subscription Services and Passwords.** Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at their current rates. Subscriber hereby requests that West provide subscription services for the herein-described products to \_\_\_\_\_ until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

**General Provisions.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unreturned installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charges may be adjusted to the then-current market rate applicable on delinquent payments. This Order Form is non-transferable. All collection fees, including but not limited to attorney's fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber requires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

**Returns.** If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current return policies. Westlaw Charges and West LegalEdcenter Charges are non-refundable.

Online Products to be Lapsed		
Full Sys #	Online Products	# of Passwords

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

Printed Name JEFFREY E. RAMSEY

DOB \_\_\_\_\_

Signature Jeffrey E. Ramsey

For Credit Card Transactions only:

Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ AmEx \_\_\_\_\_

Card # \_\_\_\_\_ Expire Date \_\_\_\_\_ Total Amt. to Charge \_\_\_\_\_



RESOLUTION NO. 2007 - 144

*Present  
Res 2008-129*

**A RESOLUTION AWARDING A BID FOR  
LEAF DISPOSAL**

WHEREAS, the Township Council of the Township of Willingboro has requested that quotes be obtained for Leaf Disposal at a New Jersey State certified location; and

WHEREAS, quotes have been received based on the exemption from bidding under the Local Public Contracts Law NJSA 40A:11-5; and

WHEREAS, it appears to be in the best interest of the Township to accept the quote of Sunnyside Dairies, Inc., 613 Woodlane Road, Mount Holly, New Jersey 08060 in the amount of \$4.00 per cubic yard (based on 10,000 cubic yards at \$40,000.00); and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of October, 2007, that the quote be accepted as per the attached quote sheet specifications and recommendation; and

BE IT FURTHER RESOLVED, that the quotes be spread upon the minutes of this meeting.

*J. E. Ramsey*  
Jeffrey E. Ramsey  
Mayor

Attest:  
*Marie Annese*  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

Certification Of Availability of Funds  
-----

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

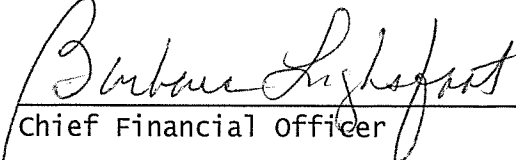
Resolution Date: 10/09/07  
Resolution Number: 2007-144

Vendor: SUNNY033 SUNNYSIDE DAIRIES INC.  
618 WOODLANE ROAD  
MT. HOLLY, NJ 08060

Contract: 07-00016 LEAF DISPOSAL

Account Number	Amount	Department Description
7-01-26-290-291-132	40,000.00	PUBLIC WORKS
Total	40,000.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

**An Agreement between Sunnyside Farms and the Township of Willingboro**  
**for**  
**Leaf Disposal Services**  
**for**  
**TOWNSHIP OF WILLINGBORO**  
**DEPARTMENT OF PUBLIC WORKS**

This Agreement made on this 15<sup>th</sup> day of Oct 2007, by the Township of Willingboro located at the Willingboro Township Municipal Complex One Salem Road, Willingboro, New Jersey 08046, (hereinafter Township) and Sunnyside Dairies, Inc., 613 Woodlane Road, Mount Holly, New Jersey 08060; and

**WHEREAS**, the purpose of this Agreement is to secure disposal services of organic material generated in the course of its leaf collection program to a pre-determined disposal site for the Willingboro Department of Public Works at a firm fixed priced for the term as shown below; and

**WHEREAS**, The contract shall be administered by the Willingboro Public Works Department for the Township of Willingboro, and as a result is exempt from public bidding requirements, in accordance with the local public contracts law, N.J.S. 40A:11-1, et seq; and

**WHEREAS**, Sunnyside Dairies, Inc. is a duly authorized disposal site engaged in the business of accepting for disposal organic material being either a Class C disposal site as designated by the New Jersey Department of Environmental Protection or having an exemption from this requirement by the NJDEP; and

**NOW THEREFORE** and in consideration of the mutual covenants and agreements contained herein, the parties intending to be bound agree that:

**1.0 Contract Term and Extension:**

The term of this Contract shall be effective beginning on or about November 1, 2007 and shall be in force for a period of one (1) year through **October 31**, 2008.

Upon mutual agreement of both parties, the contract maybe extended under the same terms and conditions on the anniversary date for additional one-year periods as provided under the Local Public Contract Law (LPCL N.J.S. 40A:11-1, et seq.).

**2.0 Estimated Quantities:**

Approximately ten thousand (10,000) loose cubic yards of organic yard waste will be delivered during the contract term. Quantities shown herein are estimated total annual requirements and are the for the purpose of bid evaluation. The Township of Willingboro reserves the right to order such quantities as may be required during the contract period, but does not guarantee any minimum or maximum to be ordered during the period specified. All requests as directed to the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

**3.0 Method of Award:**

It is the intent of the Township to award a single contract for all items herein to the lowest responsive and responsible bidder.

**4.0 Pricing:**

The contract shall be administered by the Willingboro Public Works Department for the Township of Willingboro. It is understood that all costs associated with disposal are included in the submitted bid. Pricing quoted herein shall be firm through the entire term of this contract. No escalation in pricing shall be permitted during the contract term. The pricing is \$4.00 per cubic yard, not to exceed \$40,000.00.

**5.0 Insurance Requirements:**

The contractor shall provide proof of Insurance Coverage in accordance with the Township of Willingboro's Insurance Requirements. In addition, the contractor shall provide proof of certification of an approved site to receive the materials by the New Jersey Department of Environmental Protection or DEP exemption.

5.1 Contractor agrees that with respect to above insurance, the Township of Willingboro shall:

- a. Be provided with thirty (30) days written notice of cancellation or material change.
- b. Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to the Office of the Purchasing Agent, Township of Willingboro, 1 Salem Road, Willingboro, New Jersey, 08046

**6.0 Payments:**

6.1 The contractor shall furnish the Township with itemized invoices on a monthly basis, or as otherwise agreed upon with the Department of Public Works administration.

6.2 The Township of Willingboro is exempt from State Sales tax and Federal Excise tax. These taxes shall not be included in the submitted pricing. The Township shall provide tax exemption certificates upon request.

6.3 Invoices must be submitted by the Contractor to the Willingboro Township Department of Public Works, 429 JFK Way, Willingboro, NJ 08046. The Township will provide monthly payment on the 5th day of the month for the services provided by the contractor under this agreement, provided the contractor submits invoice(s) by the 15th day of the previous month.

6.4 Monthly payment is contingent upon work being completed by the contractor and/or contractor's employees as required by this agreement.

**7.0** Inquiries regarding this Agreement shall be directed to Mr. Richard Brevogel, Director of Public Works. The Director can be reached at 609-835-1498.

8.0 A normal work week will be 5 days Monday through Friday but may be extended at the discretion of the Township. Disposal activities will take place between the hours of 7am and 6PM (Mon-Sun).

9.0 Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of New Jersey.

10.0 This is the entire Agreement between the parties and it cannot be changed or modified orally. This agreement may be supplemented, amended or revised only by a writing which is signed by each of the parties.

11.0 If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

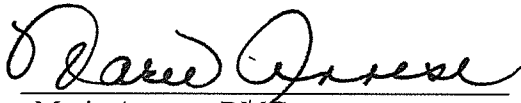
12.0 This agreement shall commence on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 and shall expire one year thereafter. The Township shall have the option, in its sole discretion, to extend the expiration date of the contract for a period not to exceed one additional year.

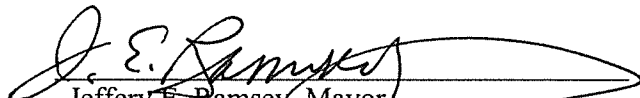
13.0 In witness whereof, the parties have set their hands and seals as of the date and year first written above.

14.0 The parties executing this Agreement acknowledge that they are authorized to act for the respective Corporate entities referenced herein below.

Attest:

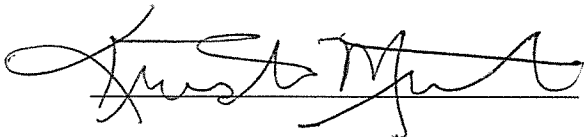
**TOWNSHIP OF WILLINGBORO**


  
\_\_\_\_\_  
Marie Annese, RMC  
Clerk

  
\_\_\_\_\_  
Jeffery E. Ramsey, Mayor

Witnessed:

**SUNNYSIDE DAIRIES, INC.**

  
\_\_\_\_\_

  
\_\_\_\_\_  
Roger I. Winner

**RESOLUTION NO. 2007 - 145**

WHEREAS the Township of Willingboro has agreed to the establishment of a Length of Service Award Program (LOSAP) Deferred Compensation Plan; and

WHEREAS, this plan is to be made available to all bona fide eligible volunteers who are performing qualified services which is defined as fire fighting and prevention services, emergency medical services and ambulance services pursuant to Section 457 of the Internal Revenue Code of 1986, as amended, except for provisions added by reason of the Length of Service Award Program as enacted into federal law in 1997. The establishment of this Length of Service Award Program will also comply with New Jersey Public Law 1997, Chapter 388 and the Length of Service Award Plan Document; and

WHEREAS the Township of Willingboro is required to effect a resolution which lists the names of eligible LOSAP participants; and

WHEREAS the Township of Willingboro is required to post the names of said eligible participants in the Office of the Township Clerk;

WHEREAS, in 2006 the Township did not pass a resolution to approve the 2005 LOSAP participants.


NOW, THEREFORE, BE IT RESOLVED that a certified copy of this resolution shall be posted in the Office of the Township Clerk and therefore satisfies the statutory requirements that the Township of Willingboro must meet in order to legally fulfill its LOSAP commitment to its eligible volunteers for FY2005.

**LOSAP PARTICIPANTS**

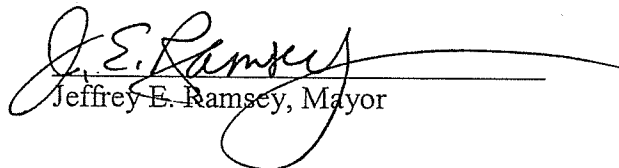
List of LOSAP Participants is attached.

BE IT FURTHER RESOLVED that the Finance Director will submit all necessary documents to the Director of the Division of Local Government Services in the State Department of Community Affairs for approval.

Attest:



Marie Annese, RMC  
Township Clerk  
Adopted Oct. 9, 2007

  
Jeffrey E. Ramsey, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

6/8/2006

## Willingboro LOSAP 2005

Contribution 2005

22443455	ANDRADE	DAVID	J	\$1,150.00	
146249469	BALL	CHRISTY	M	\$0.00	
140743486	BALL	CYNTHIA	M	\$1,150.00	
166425371	BANFORD	WILLIAM		\$0.00	
138721562	BARON	DAWNMARIE		\$690.00	
205464510	BENT	PAUL	J	\$870.00	
145781787	Boaten	Scott		\$680.00	6*7*06
156607259	BORDEN	RONALD	L	\$0.00	
153801838	Botton	Heather			
171448016	BOYLE	THOMAS		\$680.00	
154844985	BROWN	GREGORY	R	\$0.00	
140266295	BUSSARD	HOWARD		\$0.00	
146680561	CARCASIO	CHRIST		\$770.00	
188280281	CARNEY	JOHN	J	\$1,150.00	
191365021	CARNEY	MARJORIE		\$0.00	
164404580	CARROLL	JOHN	JR	\$0.00	
145825819	Caruso	Enrico	III	\$1,150.00	
147780703	CHIOLAN	ADAM	C	\$0.00	
177341967	COLLINS	JOHN	E	\$1,150.00	
144560919	COLLINS	TERI	M	\$0.00	
152803110	COOK	ADAM		\$0.00	
140126369	DERR	GEORGE	R	\$1,060.00	
140800520	DUN	MAGNOLIA		\$0.00	
239322163	DUNN	ROBERT	F	\$1,150.00	
157782028	ESTELOW	SHERRY		\$0.00	
143700014	FAMILIAR	PAUL	J	\$0.00	
152684499	FIORDIMONDO	LEW		\$0.00	
138568938	FOX	HOWARD	N	\$1,150.00	
150444714	FOX	SHARON		\$1,150.00	
136667194	GALLANT	JOHN		\$0.00	
142709745	Gasser	Ken	SR	\$1,010.00	
156793437	GOINS	KEVIN	J	\$1,150.00	
156621349	Gonteski	Robin		\$550.00	6*7*06
215721228	GREENE	NATALIE		\$680.00	
166461325	HAINES	WALTER	L	\$1,150.00	
144787377	HAMILTON	AMANDA		\$1,150.00	
138422183	HAMILTON	MICHEL		\$1,060.00	
141628632	HARDY	LAWRENCE		\$1,150.00	
137584840	HARTMAN	MICHAEL		\$0.00	
427364780	HAYS	JOHN	H	\$1,150.00	
528232695	HENNESSEE	MELAN		\$1,150.00	
149625356	HOFFBAUER	KENNE		\$830.00	
97566842	HUDSON	JOHN	T	\$0.00	
159280493	INGERMAN	PET	DR	\$1,150.00	
146545036	JONES	DWAYNE	M	\$1,150.00	
140662045	JOO	TIMOTHY	F	\$1,150.00	
137762489	KING	BRANDON	S	\$0.00	
154762246	Klemowicz	Jason	M	\$1,150.00	6*7*06
155805921	LAMB	REBECCA	A	\$830.00	
162462042	LEAR	THOMAS	A	\$1,150.00	
260764325	LEYH	NANCY	D	\$0.00	





**RESOLUTION NO. 2007-146**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING**  
**AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

**WHEREAS**, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

**WHEREAS**, a request has been made of the Township Council assembled in public session on this 9<sup>th</sup> day of October 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

**NOW, THEREFORE**, upon motion duly made and seconded and passed by a vote of 5 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes an unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- ✓   7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

- ✓ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to Personnel Employment and Contract

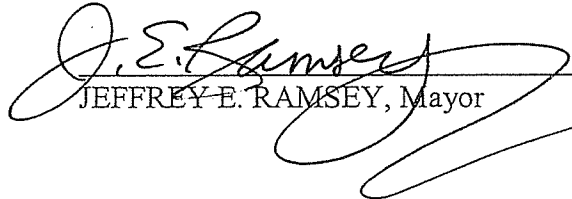
negotiations

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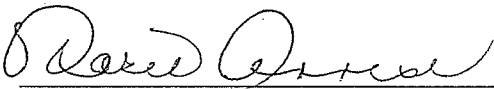
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**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO

  
JEFFREY E. RAMSEY, Mayor

Attest:

  
Marie Annese, RMC  
Clerk

**CERTIFICATE OF TOWNSHIP CLERK**

I, Marie Annese, Clerk of the Township of Willingboro, do hereby certify that the foregoing is a true copy of the Resolution adopted by Township Council of said Township at a Regular Council Meeting held on \_\_\_\_\_, 2007.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Willingboro.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Marie Annese, Township Clerk

**RESOLUTION NO. 2007 – 147**

**A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS  
SUBMITTED WHICH EXCEED THE PROFESSIONAL SERVICE CONTRACT  
AMOUNT FOR 2006**

WHEREAS, Willingboro Township Council adopted Resolution No. 2006-60 on June 7, 2006 which authorized the professional service contract for Paulette Brown, Esq. as Special Labor Counsel with a not to exceed amount of \$75,000; and

WHEREAS, bills have been submitted for work done in November (\$6,931.36) and December (\$7,923.06) of 2006 which cause the contract to exceed the \$75,000 limit by \$14,854.42; and

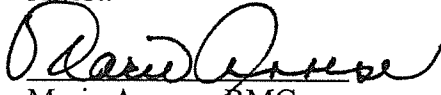
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WHEREAS, these bills have been found to be justified because of additional duties performed by Paulette Brown, Esq., Special Labor Counsel.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of October, 2007, that the not to exceed contract be increased by \$14,854.42 in order to provide payment for work done in November and December 2006.

BE IT FURTHER RESOLVED that a certified copy of this resolution be provided to Paulette Brown, Esq., Special Labor Counsel and to the Finance Department for their information.

Attest:

  
Marie Annese, RMC  
Township Clerk

  
Jeffrey E. Ramsey  
Mayor

<b>Recorded Vote</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

**Subject:** FYI

**From:** "Barbara Lightfoot" <barbara\_lightfoot@willingborotwp.org>

**Date:** Mon, 17 Sep 2007 16:03:16 -0400

**To:** "Joanne" <joanne\_diggs@willingborotwp.org>

**CC:** <marie\_annese@willingborotwp.org>

Resolution for professional services was done on 9/7 & Paulette Brown was appointed with limit of \$75,000. Her bill of \$41,159.39 includes \$14,854.42 from 2006.

1. We would need resolution increasing the limit for 2006.
2. We only have \$4,725.95 left in legal for 2006.
3. Resolution is for Paulette but she wants us to pay the firm.
4. Paulette needs to either adjust her bill to corrected amount for each year or we need to find somewhere else to charge the balance.

***Barbara Lightfoot, Acting Director of Finance***

Willingboro Township

1 Salem Road

Willingboro, NJ 08046

609-877-2200 ext. 6211

609-877-7352 (Fax)

SEP 17 2007  
4:05 PM

TRANSACTION REPORT

P. 01

OCT-09-2007 TUE 03:02 PM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
OCT-09	03:00	PM ARMSTRONG	2' 14"	4	SEND	OK	944	

TOTAL : 2M 14S PAGES: 4

10/9/07  
*Paulette H. Brown*  
*4 pages*

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# LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE  
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511  
FACSIMILE: (609) 877-7755



MICHAEL A. ARMSTRONG+  
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CRISTAL HOLMES-BOWIE  
Email: chb@armstronglawfirm.com

OF COUNSEL

DAVID E. MAPP  
Email: dem@armstronglawfirm.com

+MEMBER NJ & NY BARS

July 19, 2007

VIA HAND DELIVERY

Barbara Lightfoot, Acting Director of Finances  
Willingboro Township Municipal Complex  
Department of Finance  
One Salem Road  
Willingboro, NJ 08046

**Re: Professional Legal Services for Edward Angell Palmer & Dodge LLP**

Dear Ms. Lightfoot:

Enclosed please find bills for Services rendered by Edward Angell Palmer & Dodge LLP which I have approved for payment:

November 2006.....	\$6,931.36
December 2006.....	\$7,923.06
January 2007.....	\$17,176.23
February 2007 and March 2007.....	\$6,779.62
March 2007.....	\$2,349.12
<b>Total Amount Due:</b> .....	<b>\$41,159.39</b>

Very truly yours,

Michael A. Armstrong

MAA:reh  
Encl.

*Resolution  
of 2006  
with BR  
+  
Amend Res 2007 -  
to NAME FIRM*





