EXECUTION COPY

FISCAL YEAR 2025 TAX AGREEMENT

BETWEEN

CITY OF CAMDEN, NEW JERSEY

AND

SOUTH JERSEY PORT CORPORATION

THIS TAX AGREEMENT (hereinafter referred to as the "Tax Agreement") made this 6th day of October, 2025 by and between the **CITY OF CAMDEN**, a body corporate and politic of the State of New Jersey (hereinafter referred to as the "City") and the **SOUTH JERSEY PORT CORPORATION**, an Agency of the State of New Jersey (hereinafter referred to as the "Port Corporation").

WITNESSETH:

WHEREAS, pursuant to The South Jersey Port Corporation Act, Chapter 60 of the Pamphlet Laws of 1968 of the State of New Jersey (codified at N.J.S.A. 12:11A-1, *et seq.,* as amended) (hereinafter referred to as the "Act"), the State of New Jersey ("State") granted the Port Corporation full power and authority to purchase, construct, lease and operate marine terminals within the South Jersey Port District, which includes the City; and

WHEREAS, the Port Corporation has, and will in the future, enter into various agreements, whereby they have, and will in the future, acquire title to real property within the City in furtherance of said purpose and in exercise of its powers; and

WHEREAS, the exercise of the power granted to the Port Corporation will be, in all respects, for the benefit of the people of the State of New Jersey; and

WHEREAS, the Fiscal Year 2024 Tax Agreement between the Port Corporation and the City expires on December 31, 2024; and

WHEREAS, the City's fiscal year 2025 begins January 1, 2025, and ends December 31, 2025; and

WHEREAS, the City and the Port Corporation wish to provide for a 2025 Tax Agreement based on the City's fiscal year; and

WHEREAS, the parties to this Tax Agreement have agreed to a fair and reasonable sum in order to compensate the City for said loss of tax revenues, and to enable it to provide for services to its citizens.

NOW, THEREFORE, THE PARTIES HERETO FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, MUTUALLY UNDERTAKE, COVENANT AND AGREE AS FOLLOWS:

Section 1. The Port Corporation agrees to pay to the City for the fiscal year 2025 the sum of four million dollars ($4,000,000.00) and zero cents (hereinafter the "Pilot Payment"), and the City hereby agrees to accept the Pilot Payment, pursuant to the Act, in lieu of any and all City taxes and assessments on all real property now owned or hereafter acquired by the Port Corporation during the term of this Tax Agreement.

Section 2. The Pilot Payment shall be paid by the Port Corporation to the City not later than October 31, 2025, except as set forth hereafter.

Section 3. In consideration of Port Corporation's making the Pilot Payment for the fiscal year 2025, City hereby agrees to release the Port Corporation and waive City's rights to collect from Port Corporation any tax payments through and including December 31, 2025. Notwithstanding the above release, if the State of New Jersey decides to fund through appropriations any prior year(s)' payment in lieu of taxes, then the Port Corporation will cooperate to pay such amount consistent with an agreement which will be negotiated at that time.

Section 4. City hereby agrees and acknowledges that the payment by Port Corporation of the Pilot Payment for the year(s) covered by this Tax Agreement is subject to and conditioned upon an appropriation from the Legislature of the State of New Jersey, and transmittal of such funds to the Port Corporation; and City further agrees that no liability shall occur to Port Corporation if such appropriation shall not be made, or if such funds shall not be transmitted to the Port Corporation.

Section 5. The Pilot Payment shall be devoted by the City solely to such purpose to which taxes may be applied, unless and until otherwise directed by the Laws of the State of New Jersey. Payments shall be made payable to the Treasurer of the City, and checks shall be made payable to his or her order.

Section 6. During the term of this Tax Agreement from the date of acquisition of each particular parcel of real property by the Port Corporation, and for so long thereafter as the Port Corporation shall own real property in the City, the City shall mark all said property exempt on its tax records with a notation that such entry is made pursuant to this Tax Agreement.

Section 7. The Port Corporation shall establish and maintain a special fund called the "South Jersey Port Corporation Tax Reserve Fund," hereinafter referred to as the "Fund", in which there shall be deposited: (a) monies appropriated therefore by the State of New Jersey as described in Section 8 below; (b) proceeds of bonds or notes required to be deposited therein by the terms of any contract between the Port Corporation and the bondholders or note holders; and (c) other monies deposited therein by the Port Corporation. Monies in the Fund shall be held and applied solely to the payment of tax payments which the Port Corporation is obligated to pay as the same become due and payable and shall not be withdrawn therefrom if such withdrawal would reduce the amount in such fund to less than the Property Tax Reserve Fund, as defined in Section 20(b) of the Act.

Section 8. The obligations of the Port Corporation to make any tax payments from its funds or monies (other than from monies in the Fund) shall be at all times subject to prior use and application of funds and monies of the Port Corporation to provide for its operating and maintenance expenses and reserve therefore, and for the payment of principal, interest and retirement of bonds and reserves and securities therefore as provided in any contract with holders of its bonds pursuant to the Act.

Section 9. To assure the provision of the payment of the monies hereunder and funding of the Property Tax Reserve Fund, the Chairman of the Port Corporation shall annually make and deliver to the Governor, his certification stating the sum, if any, needed to provide in said Fund the amount of the property tax reserve as of said date. The Port Corporation shall not be required to make payments, and no interest shall accrue under the within agreement, until thirty (30) days from the time as there has been annually appropriated and paid to the Port Corporation for deposit in the said Fund such sums as certified by the Chairman of the Port Corporation pursuant to N.J.S.A. 12:11A-20b; or unless funds otherwise have been deposited in the said fund as provided by statute and referred to above; or unless the Port Corporation otherwise has funds available from the profits of its business operations, defined as net proceeds remaining after operating expenses and the other priority obligations under the Act and bond resolutions have been met.

Section 10. The term of this Tax Agreement shall be for the period commencing January 1, 2025, and terminating December 31, 2025.

Section 11. It is expressly understood and agreed between the City and the Port Corporation that, by the execution of this Tax Agreement, and receipt of the sums provided for herein, the obligations of the Port Corporation and the City pursuant to Section 20(b) of the Act, N.J.S.A. 12:11A-20(b), relating to the issuance of bonds or notes of the Port Corporation, are hereby satisfied for the period through December 31, 2025.

Section 12. In the event that any of the real property in the City currently owned by the Port Corporation is conveyed during the term of this Tax Agreement by the Port Corporation to a non-exempt owner, or to the State or an agency thereof, or the United States Government or any agency thereof, or to the Delaware River Port Authority, the amount to be paid under this Tax Agreement by the Port Corporation shall be reduced. The amount of such reduction shall be the same percentage that the value of the property so conveyed is as to the total value of all the property based on the present assessment for that premises applied to the annual payment. In the event that the parties cannot agree as to the percentage of value, said percentage shall be determined by the average of two (2) appraisals, both of which shall be made by members of the Appraisal Institute. Each party shall be entitled to select one M.A.I. appraiser, and each party shall pay the appraiser selected by it.

Section 13. In consideration for the Pilot Payments, City hereby further agrees to discharge of record all outstanding tax liens or judgments which are accrued during the Port Corporation's ownership of any property in the City.

Section 14. Neither the members of the Port Corporation, nor any individual officer or official of the Port Corporation or the City, nor any agent or employee of either of the parties hereto, shall be charged personally by any of the others with any liability, nor held liable to either of the parties hereto under any terms, provisions or sections of this Tax Agreement, or because of its execution, attempted execution, or any breach hereof.

Section 15. This Tax Agreement constitutes the entire agreement between the parties hereto for the 2025 Fiscal Year. It is expressly understood and agreed that this Tax Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except in writing duly executed by the authorized representative of the party or parties to be charged.

Section 16. This Tax Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey. In the event any section or provision of this Tax Agreement, or the application of any such section or provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining sections or provisions of this Tax Agreement shall remain in full force and effect.

Section 17. In the event of any conflict or inconsistencies between the terms of this Tax Agreement and the Act, the Act shall prevail, govern and control.

IN WITNESS WHEREOF, the parties have caused this Tax Agreement to be executed by their duly authorized representative as of the date and year first written above.

Attest:

[SEAL]

CITY OF CAMDEN, NEW JERSEY

By:

Attest:

August E. Preston

[SEAL]

SOUTH JERSEY PORT CORPORATION

By: ~~**ANDREW SAPORITO**~~ Brendan Dugan
Interim **EXECUTIVE DIRECTOR and CEO**