The Applicant hereby requests that the Authority grant two six-month extensions of the time within which the Applicant is required to certify completion of the project and that the following language be included within the Incentive Agreement for this project.

In no event shall the incentive effective date occur later than four years following the date of the Authority's approval; provided that, so long as the company is using and has used its best efforts, with all due diligence, to proceed with the completion of the project and of the tax credit certificate documents, the company shall be provided an extension to the incentive effective date in the event that (a) the company is delayed in the completion of the project or of the tax credit certificate documents due to the following unforeseeable acts related to the project: strikes; acts of god; regulation, requirement, or restriction imposed by government; non-issuance of governmental permits or approvals; enemy act; civil commotion; fire or other casualty; litigation or other similar judicial or administrative proceeding; non-performance by third-party transaction participants; or any other unforeseeable causes related to the project beyond the company's control and without its fault or negligence, (b) the company has made and continues to make reasonable efforts to prevent, avoid, mitigate, and overcome the delay, and (c) the company shall have satisfied the conditions set forth below for such extension.

An extension to the incentive effective date resulting from a delay described in subsection (a) of the immediately preceding paragraph shall be granted to the company by thc Authority if (a) the company shall have provided reasonable written notice to the Authority of the occurrence of the delay, which notice describes the nature of the delay, the date upon which the event causing the delay occurred and the steps being taken by the company to mitigate and overcome such delay, and (b) the Authority shall have considered the details of the event causing the delay set forth in the notice and shall not have, within fifteen (15) business days of the Authority's receipt thereof, contested or otherwise disputed the event causing the delay; provided, however, if and to the extent that any events described in a notice received by the Authority from thc company shall cause or are expected to cause an extension of the incentive effective date beyond November 17, 2020, the Authority shall have forty-five (45) business days to review and consider the details of such event causing the delay and shall not have contested or otherwise disputed such event causing the delay during such forty-five (45) business day period. The consideration by the Authority of the event causing the delay shall be made in a reasonable manner. During the duration of the event causing the delay, the company shall provide periodic reports (not less than every 30 days) describing the status of the delay, the steps being taken to mitigate or overcome the delay and the expectations as to timing for resolution. The company shall provide written notice to the Authority within five (5) business days of the cessation of the event causing an excusable delay.

36.

THE MICHAELS ORGANIZATION COMPANIES THAT WILL EMPLOY GROW ELIGIBLE EMPLOYEES

NAME OF AFFILIATE	TAX ID #
THE MICHAELS ORGANIZATION, LLC	[redacted]82
MICHAELS DEVELOPMENT COMPANY I, LP	[redacted]21
INTERSTATE REALTY MANAGEMENT COMPANY	[redacted]47
PRESTIGE BUILDING COMPANY LLC	[redacted]84
UNIVERSITY STUDENT LIVING, LLC	[redacted]93
MICHAELS MANAGEMENT SERVICES, INC.	[redacted]13
RIVERSIDE CAPITAL, LLC FORMERLY PRESTIGE AFFORDABLE HOUSING EQUITY PARTNERS, LLC	[redacted]58
UNIVERSITY STUDENT LIVING MANAGEMENT, LLC	[redacted]19
REAL PROPERTY DATA PROCESSING, INC.	[redacted]73

LEGAL NAME:	THE MICHAELS ORGANIZATION, LLC a New Jersey Limited Liability Company taxed as a Partnership
EIN:	[redacted]382
NJ CORPORATE ID:	[redacted]508
ENTITY TYPE:	LIMITED LIABILITY COMPANY

MEMBERS:

MICHAEL J. LEVITT	99.99%
ANDREW J. BOCCHINO	0.01%

BUSINESS STARTED JUNE 1, 2015

LEGAL NAME:	THE MICHAELS DEVELOPMENT COMPANY I, LP a New Jersey Limited Partnership
EIN:	[redacted]621
NJ CORPORATE ID:	[redacted]956
ENTITY TYPE:	LIMITED PARTNERSHIP

PARTNERS:

PATRICIA LEVITT	1.00%
THE MICHAELS DEVELOPMENT HOLDING CO, LLC (which is 100% owned by Michael J. Levitt)	99.00%

LEGAL NAME:	INTERSTATE REALTY MANAGEMENT COMPANY a New Jersey Corporation taxed as an S Corp
EIN:	[redacted]047
NJ CORPORATE ID:	[redacted]500
ENTITY TYPE:	S-CORPORATION

<u>SHAREHOLDERS:</u>

MICHAEL J. LEVITT	80.00%
ANDREW J. BOCCHINO	6.66%
DENNIS LEVITT	6.67%
JILL RAMOS	6.67%

LEGAL NAME:	PRESTIGE BUILDING COMPANY, LLC a New Jersey Limited Liability Company taxed as a Partnership
EIN:	[redacted]284
NJ CORPORATE ID:	[redacted]140
ENTITY TYPE:	LIMITED LIABILITY COMPANY

<u>MEMBERS:</u>

MICHAEL J. LEVITT	99.99%
ANDREW J. BOCCHINO	0.01%

LEGAL NAME:	UNIVERSITY STUDENT LIVING, LLC a New Jersey Limited Liability Company taxed as a Partnership
EIN:	[redacted]693
NJ CORPORATE ID:	[redacted]929
ENTITY TYPE:	LIMITED LIABILITY COMPANY

<u>MEMBERS:</u>

MICHAEL J. LEVITT	99.99%
ANDREW J. BOCCHINO	0.01%

LEGAL NAME:	MICHAELS MANAGEMENT SERVICES, INC. a New Jersey Corporation taxed as an S Corp
EIN:	[redacted]213
NJ CORPORATE ID:	[redacted]197
ENTITY TYPE:	S CORPORATION

<u>SHAREHOLDERS:</u>

MICHAEL J. LEVITT	80.00%
ANDREW J. BOCCHINO	6.66%
DENNIS LEVITT	6.67%
JILL RAMOS	6.67%

LEGAL NAME:	RIVERSIDE CAPITAL, LLC a New Jersey Limited Liability Company taxed as a Partnership
EIN:	[redacted]758
NJ CORPORATE ID:	[redacted]174
ENTITY TYPE:	LIMITED LIABILITY COMPANY

MEMBERS:

MICHAEL J. LEVITT	99.99%
ANDREW J. BOCCHINO	0.01%

LEGAL NAME:	UNIVERSITY STUDENT LIVING MANAGEMENT, LLC a New Jersey Limited Liability Company taxed as a Partnership
EIN:	[redacted]319
NJ CORPORATE ID:	[redacted]464
ENTITY TYPE:	LIMITED LIABILITY COMPANY

<u>MEMBERS:</u>

MICHAEL J. LEVITT	99.99%
ANDREW J. BOCCHINO	0.01%

LEGAL NAME:	REAL PROPERTY DATA PROCESSING, INC. a New Jersey Corporation taxed as an S Corp
EIN:	[redacted]773
NJ CORPORATE ID:	[redacted]819
ENTITY TYPE:	S-CORPORATION

SHAREHOLDERS:

MICHAEL J. LEVITT	100.00%

Applicant: The Michaels Organization
Company: The Michaels Organization
Project: New Headquarters
Product: Grow New Jersey Program

Application ID #209420

Material Factor - The provision of a grant from the Grow New Jersey Program must be a 'material factor' in a company's decision to retain/relocate/expand operations in New Jersey.

A. A full economic analysis of all locations under consideration including such components as, but not limited to the cost effectiveness of remaining in this State versus relocation under alternative plans (e.g. Real Estate listings, Tax or other State/Local financial incentives offered to the applicant and **Cost - Benefit Analysis**, which may include cost per square foot, real estate tax, tax incentives, training incentives, labor costs, etc.)

See Attached Analysis.

B. All lease agreements, ownership documents, or substantially similar documentation for the business's current in-State locations

See attached lease.

C. All lease agreements, ownership documents, or substantially similar documentation for the potential out-of-state location alternatives, to the extent they exist

See attached letter of intent

D. A description of the 'at risk' nature of the employees that may be leaving the State. Include how such issues as the following will be addressed: mobility, labor and regulatory requirements as applicable (e.g., is the lease at the current facility expiring, will there be stranded assets if the business leaves; is the business' labor force required to be in the State; is a union contract required; is a license required to operate in the State).

The Michaels Organization is currently headquartered in Marlton, NJ. It has outgrown its current facility and is seeking a new location to accommodate its current employees and allow room for growth. It has located a site on the Camden waterfront on which it can have a new facility constructed into which it can move all employees from its Marlton offices. It has also located a proposed site in Philadelphia. The cost of the Camden site is significantly greater than the cost of the Philadelphia site. Without the tax credits it would not make economic sense to locate a new facility in Camden. Relocating to one facility in Philadelphia would

remove 268 (188 GrowNJ qualified) existing jobs from New Jersey. Locating in Camden would keep 268 (188 GrowNJ qualified) jobs in New Jersey and add 87 new jobs. A move to Philadelphia would not have a significant impact on the current workforce given its proximity to the existing NJ office.

E. A specific statement on the role the grant will play in the company's decision-making process to relocate in New Jersey

The grant is required in order for the Applicant to make a capital investment in Camden, NJ.

New Jersey Economic Development Authority
The Development Subsidy Job Goals Accountability Act
Application Requirements

P# 209420

Applicant Name The Michaels Organization, LLC

Start Date: 5/31/2019

End Date: 5/31/2029

1) Name of Chief Officer Michael J. Levitt

If applicable, name of Chief Officer of parent company N/A

2) If receiving or requesting subsidies from other State agencies, please list them below with the amount of the subsidy:

State Agency	Name of Subsidy Program	Requested/Approved	Amount
N/A	N/A	N/A	$0
			Total: $0

3) Number of Employees:

	Full Time	Part Time	Temporary	Average/ Anticipated Average Annual Wage and Benefit Rate	Number Provided with Health Care Benefits	Number Represented by Collective Bargaining Agreement
At application	Collected in EDA application	Collected in EDA application	0	$88,992	404	0
Retained as result of subsidy	268	0	0	$88,992	N/A	N/A
New jobs created at project site as a result of the subsidy	Collected in EDA application	Collected in EDA application	0	$88,992	87	0

4) The average total number of individuals employed in New Jersey during the calendar year preceding the submission of the application by the applicant's corporate parent and all subsidiaries thereof:

Full time 404 Part time 0 Temporary 0

5) Will the development subsidy reduce employment at any other site controlled by the applicant or its corporate parent, inside New Jersey, resulting from automation, merger, acquisition, corporate restructuring or other business activity? Please explain:

No.

6) Will the project involve the relocation of work from another address? If so, provide the number of jobs to be relocated and the address from which they are to be relocated. Please explain:

Yes. 268 jobs (188 GrowNJ eligible) will be relocated from the business location at 3 East Stow Road, Marlton, NJ 08053 to the project site.

I, Joseph F. Purcell / CFO (Chief Officer or authorized representative), certify that the information provided is correct and meets the requirements of the Development Subsidy Job Goals Accountability Act. (http://www.njleg.state.nj.us/2006/Bills/PL07/200_.PDF)

Signature

10/17/16

Date

Class	New or Relocated Employees	Wages	Camden
Accounting		164,616.33	-
Accounting		35,999.60	36,000
Accounting		45,008.60	45,009
Accounting		51,488.00	51,488
Accounting		54,090.00	54,090
Accounting		56,601.32	56,601
Accounting		57,969.38	80,000
Accounting		58,446.00	58,446
Accounting		59,097.18	59,097
Accounting		61,951.56	61,952
Accounting		65,273.15	65,273
Accounting		66,121.63	66,122
Accounting		66,197.78	66,198
Accounting		66,744.22	66,744
Accounting		67,467.81	67,468
Accounting		70,003.00	70,003
Accounting		73,201.68	73,202
Accounting		74,586.76	74,587
Accounting		80,715.36	80,715
Accounting		84,076.36	84,076
Accounting		89,157.82	89,158
Accounting		89,160.43	89,160
Accounting		108,054.90	108,055
Accounting		118,415.02	118,415
Accounting		122,916.02	122,916
Accounting		122,948.11	122,948
Accounting		138,134.27	138,134
Accounting		149,293.37	149,293
Accounting		152,579.44	152,579
Accounting		170,288.28	170,288
Accounting		191,019.43	191,019
Accounting		235,601.10	235,601
Accounting	New or relocated employee in 2019		80,000
Accounting	New or relocated employee in 2019		80,000
Accounting	New or relocated employee in 2019		80,000
Accounting	New or relocated employee in 2019		80,000
Accounting	New or relocated employee in 2019		80,000
Accounting	New or relocated employee in 2019		80,000
Accounts Payable		25,000.00	25,000
Accounts Payable		30,940.00	30,940
Accounts Payable		31,426.83	31,427
Accounts Payable		32,760.00	32,760
Accounts Payable		35,508.20	35,508
Accounts Payable		38,717.73	38,718
Accounts Payable		44,562.31	44,562
Accounts Payable		52,780.00	52,780
Accounts Payable		53,886.00	53,886

Class	New or Relocated Employees	Wages	Camden
Accounts Payable		58,948.53	58,949
Accounts Payable		62,738.09	62,738
Accounts Payable		76,265.46	76,265
Accounts Payable		84,667.80	84,668
Accounts Payable		51,439.15	51,439
Accounts Payable	New or relocated employee in 2019		40,000
Accounts Payable	New or relocated employee in 2019		40,000
Accounts Payable	New or relocated employee in 2019		40,000
Accounts Payable	New or relocated employee in 2019		40,000
Accounts Payable	New or relocated employee in 2019		40,000
Accounts Receivable		36,400.00	36,400
Accounts Receivable		41,406.21	41,406
Accounts Receivable		44,273.57	44,274
Accounts Receivable		44,498.59	44,499
Accounts Receivable		53,762.32	53,762
Accounts Receivable	New or relocated employee in 2019		45,000
Accounts Receivable	New or relocated employee in 2019		45,000
Accounts Receivable	New or relocated employee in 2019		45,000
Administrative Assistant		42,910.89	-
Administrative Assistant		20,000.00	20,000
Administrative Assistant		29,715.18	29,715
Administrative Assistant		32,032.00	32,032
Administrative Assistant		32,395.23	32,395
Administrative Assistant		32,760.00	32,760
Administrative Assistant		35,909.04	35,909
Administrative Assistant		36,218.00	36,218
Administrative Assistant		36,400.00	36,400
Administrative Assistant		45,760.00	45,760
Administrative Assistant		46,716.60	46,717
Administrative Assistant		48,641.51	48,642
Administrative Assistant		48,786.40	48,786
Administrative Assistant		55,610.33	55,610
Administrative Assistant		55,932.49	55,932
Administrative Assistant		57,106.28	57,106
Administrative Assistant		61,254.00	61,254
Administrative Assistant		64,746.84	64,747
Administrative Assistant		67,555.38	67,555
Administrative Assistant		74,196.21	74,196
Administrative Assistant		80,800.50	80,801
Administrative Assistant		81,598.24	81,598
Administrative Assistant		87,245.40	87,245
Administrative Assistant		89,493.84	89,494
Administrative Assistant	New or relocated employee in 2019		50,000
Administrative Assistant	New or relocated employee in 2019		50,000
Administrative Assistant	New or relocated employee in 2019		50,000
Administrative Assistant	New or relocated employee in 2019		50,000

Class	New or Relocated Employees	Wages	Camden
Administrative Assistant	New or relocated employee in 2019		50,000
Billing		22,045.99	22,046
Billing		25,747.20	25,747
Billing		32,760.00	32,760
Billing		33,670.00	33,670
Billing		33,670.00	33,670
Billing		33,743.00	33,743
Billing		34,434.00	34,434
Billing		40,201.36	40,201
Billing		43,529.72	43,530
Billing		43,792.26	43,792
Billing		45,672.66	45,673
Billing		47,326.20	47,326
Billing		51,625.00	51,625
Billing		52,149.64	52,150
Billing		58,925.25	58,925
Billing		60,084.46	60,084
Billing		89,664.27	89,664
Billing		96,659.72	96,660
Billing		99,649.22	99,649
Billing	New or relocated employee in 2019		50,000
Billing	New or relocated employee in 2019		50,000
Billing	New or relocated employee in 2019		50,000
Billing	New or relocated employee in 2019		50,000
Billing	New or relocated employee in 2019		50,000
Billing	New or relocated employee in 2019		50,000
Billing	New or relocated employee in 2019		50,000
CEO		[redacted]	
CFO			
Compliance		77,275.03	-
Compliance		42,996.17	42,996
Compliance		55,212.37	55,212
Compliance		59,493.68	59,494
Compliance		67,000.37	67,000
Compliance		68,936.66	68,937
Compliance		71,584.58	71,585
Compliance		78,677.26	78,677
Compliance	New or relocated employee in 2019		65,000
Compliance	New or relocated employee in 2019		65,000
Compliance	New or relocated employee in 2019		65,000
Compliance	New or relocated employee in 2019		65,000
Construction Management		63,999.94	-
Construction Management		120,000.06	-
Construction Management		249,425.00	-

Class	New or Relocated Employees	Wages	Camden
Construction Management		69,753.74	-
Construction Management		134,002.68	-
Construction Management		238,573.95	-
Construction Management		127,901.90	-
Construction Management		57,300.69	-
Construction Management		92,194.00	-
Construction Management		135,643.80	-
Construction Management		87,010.28	-
Construction Management		128,378.36	-
Construction Management		19,829.90	-
Construction Management		94,012.00	-
Construction Management		107,235.14	-
Construction Management		138,232.40	-
Construction Management		139,671.80	-
Construction Management		89,019.31	-
Construction Management		127,553.76	-
Construction Management		54,437.17	-
Construction Management		22,883.00	-
Construction Management		106,337.85	-
Construction Management		85,683.74	-
Construction Management		132,018.15	-
Construction Management		44,999.97	-
Construction Management		79,999.92	-
Construction Management		89,999.00	-
Construction Management		87,631.60	87,632
Construction Management		154,637.40	154,637
Construction Management	New or relocated employee in 2019		120,000
Construction Management	New or relocated employee in 2019		100,000
COO		[redacted]	
Developer		110,000.80	-
Developer		106,426.68	-
Developer		93,741.03	-
Developer		106,061.40	-
Developer		193,679.90	-
Developer		105,277.20	-
Developer		85,335.14	-
Developer		303,761.00	-
Developer		288,596.08	-
Developer		70,000.00	-
Developer		269,307.32	-
Developer		80,000.00	-
Developer		70,000.00	-
Developer		198,778.60	-
Developer		107,463.82	-
Developer		167,444.30	-
Developer		235,389.76	-

Class	New or Relocated Employees	Wages	Camden
Developer		159,387.63	-
Developer		200,000.00	-
Developer		103,513.32	103,513
Developer		105,304.22	105,304
Developer		105,942.93	105,943
Developer		108,178.63	108,179
Developer		115,606.96	115,607
Developer		171,786.98	171,787
Developer		482,003.72	482,004
Developer	New or relocated employee in 2019		120,000
Developer	New or relocated employee in 2019		120,000
Developer	New or relocated employee in 2019		120,000
Developer	New or relocated employee in 2019		120,000
Estimator		50,000.00	50,000
Estimator		50,000.00	50,000
Estimator		68,500.00	68,500
Estimator		90,622.42	90,622
Estimator		209,991.60	209,992
Estimator		248,898.39	248,898
Estimator	New or relocated employee in 2019		80,000
Estimator	New or relocated employee in 2019		80,000
Estimator	New or relocated employee in 2019		80,000
Human Resources		35,596.35	35,596
Human Resources		65,982.36	65,982
Human Resources		89,238.76	89,239
Human Resources		120,685.40	120,685
Human Resources		161,562.80	161,563
Human Resources	New or relocated employee in 2019		80,000
Human Resources	New or relocated employee in 2019		80,000
Human Resources	New or relocated employee in 2019		80,000
Information Technology			-
Information Technology		28,119.00	28,119
Information Technology		45,376.38	45,376
Information Technology		49,995.00	49,995
Information Technology		51,960.91	51,961
Information Technology		57,220.46	57,220
Information Technology		70,344.58	70,345
Information Technology		78,645.86	78,646
Information Technology		79,412.90	79,413
Information Technology		87,131.55	87,132
Information Technology		98,623.04	98,623
Information Technology		121,774.02	121,774
Information Technology		126,096.23	126,096
Information Technology		197,580.04	197,580
Information Technology		213,230.67	213,231

Class	New or Relocated Employees	Wages	Camden
Information Technology	New or relocated employee in 2019		80,000
Information Technology	New or relocated employee in 2019		80,000
Information Technology	New or relocated employee in 2019		80,000
Information Technology	New or relocated employee in 2019		80,000
Information Technology	New or relocated employee in 2019		80,000
Information Technology	New or relocated employee in 2019		80,000
Investor Related		75,288.15	-
Investor Related		128,602.60	-
Investor Related		127,218.70	-
Investor Related		132,691.00	-
Investor Related		77,886.90	-
Investor Related		182,323.75	-
Investor Related		110,000.80	-
Investor Related		75,000.00	75,000
Investor Related		75,000.00	75,000
Investor Related		75,000.00	75,000
Investor Related		100,009.00	100,009
Investor Related		104,907.05	104,907
Investor Related		172,385.80	172,386
Investor Related		255,555.50	255,556
Investor Related	New or relocated employee in 2019		100,000
Investor Related	New or relocated employee in 2019		100,000
Investor Related	New or relocated employee in 2019		100,000
Investor Related	New or relocated employee in 2019		100,000
Investor Related	New or relocated employee in 2019		100,000
Investor Related	New or relocated employee in 2019		100,000
Investor Related	New or relocated employee in 2019		100,000
Investor Related	New or relocated employee in 2019		100,000
Investor Related	New or relocated employee in 2019		75,000
Investor Related	New or relocated employee in 2019		75,000
Management Services		228,884.07	-
Management Services		140,000.04	-
Management Services		51,815.20	-
Management Services		109,990.00	-
Management Services		63,733.05	-
Management Services		93,726.37	93,726
Management Services		135,608.73	135,609
Management Services		207,136.10	207,136
Management Services		219,117.34	219,117
Management Services		240,461.52	240,462
Management Services		240,461.52	240,462
Management Services	New or relocated employee in 2019		175,000
Management Services	New or relocated employee in 2019		175,000
Management Services	New or relocated employee in 2019		175,000
Management Services	New or relocated employee in 2019		175,000
Management Services	New or relocated employee in 2019		100,000

Class	New or Relocated Employees	Wages	Camden
Management Services	New or relocated employee in 2019		100,000
Management Services	New or relocated employee in 2019		100,000
Management Services	New or relocated employee in 2019		100,000
Marketing		161,335.63	-
Marketing		112,688.92	-
Marketing		292,951.32	-
Marketing		167,298.40	-
Marketing		60,000.00	60,000
Marketing		60,699.48	60,699
Marketing	New or relocated employee in 2019		65,000
Office Clerical		14,053.20	-
Office Clerical		37,651.00	-
Office Clerical		84,570.11	-
Office Clerical		50,488.08	-
Office Clerical		23,955.20	-
Office Clerical		25,000.00	-
Office Clerical		101,699.24	-
Office Clerical		23,776.00	-
Office Clerical		55,833.52	-
Office Clerical		46,215.41	-
Office Clerical		43,542.08	-
Office Clerical		32,739.08	32,739
Office Clerical		35,865.06	35,865
Office Clerical		37,328.73	37,329
Office Clerical		38,498.54	38,499
Office Clerical		42,188.51	42,189
Office Clerical		46,300.71	46,301
Office Clerical		46,643.37	46,643
Office Clerical		55,302.45	55,302
Office Clerical		55,467.60	55,468
Office Clerical		57,704.24	57,704
Office Clerical		57,999.94	58,000
Office Clerical		57,999.94	58,000
Office Clerical		59,999.94	60,000
Office Clerical		61,355.80	61,356
Office Clerical		65,000.00	65,000
Office Clerical		65,000.03	65,000
Office Clerical		66,121.71	66,122
Office Clerical		70,000.00	70,000
Office Clerical		70,768.82	70,769
Office Clerical		72,520.58	72,521
Office Clerical		81,228.10	81,228
Office Clerical		95,863.92	95,864
Office Clerical		98,058.62	98,059
Office Clerical		100,629.20	100,629
Office Clerical		116,596.14	116,596

Class	New or Relocated Employees	Wages	Camden
Office Clerical		149,869.72	149,870
Office Clerical		174,993.00	174,993
Office Clerical		186,797.95	186,798
Office Clerical	New or relocated employee in 2019		75,000
Office Clerical	New or relocated employee in 2019		75,000
Office Clerical	New or relocated employee in 2019		75,000
Office Clerical	New or relocated employee in 2019		75,000
Office Clerical	New or relocated employee in 2019		75,000
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Office Clerical	New or relocated employee in 2019		75,000
Office Clerical	New or relocated employee in 2019		75,000
Office Clerical	New or relocated employee in 2019		75,000
Payroll		45,689.11	45,689
Payroll		48,011.60	48,012
Payroll		56,962.70	56,963
Payroll		64,290.70	64,291
Payroll		67,517.90	67,518
Payroll		104,300.68	104,301
Payroll	New or relocated employee in 2019		65,000
Payroll	New or relocated employee in 2019		65,000
Presidents		[redacted]	
Presidents			
Presidents			
Presidents			
Presidents			
Presidents			
Presidents	New or relocated employee in 2019		

23

THE MICHAELS ORGANIZATION
JOB TYPE

	CURRENTLY	CURRENTLY QUALIFIED	MOVE OR NEW QUALIFIED	TOTAL QUALIFIED AT MOVE IN
ACCOUNTING	32	31	6	37
ACCOUNTS PAYABLE	14	14	5	19
ACCOUNTS RECEIVABLE	5	5	3	8
ADMINISTRATIVE ASSISTANTS	24	23	5	28
BILLING	19	19	7	26
CEO	1	1	0	1
CFO	1	1	0	1
COMPLIANCE	8	7	4	11
CONSTRUCTION MANAGEMENT	29	2	2	4
COO	1	1	0	1
DEVELOPERS	26	7	4	11
ESTIMATORS	6	6	3	9
HUMAN RESOURCES	5	5	3	8
INFORMATION TECHNOLOGY	15	14	6	20
INVESTOR RELATED	14	7	10	17
MANAGEMENT SERVICES	11	6	8	14
MARKETING	6	2	1	3
OFFICE CLERKS	39	28	17	45
PAYROLL	6	6	2	8
PRESIDENTS	6	3	1	4
TOTAL	**268**	**188**	**87**	**275**

NEW REPRESENTS GROWN FROM NOW TO THE MOVE TO CAMDEN
PLUS RELOCATING PEOPLE CURRENTLY IN PHILADELPHIA

GROW NJ ASSISTANCE PROGRAM
ADDITIONAL APPLICATION QUESTIONS

Application ID #209420
Applicant: The Michaels Organization
Company: The Michaels Organization
Project: New Headquarters
Product: Grow New Jersey Program

Directions: Answer all the questions listed below and attach to the project on-line application. For definitions of terms, see the Definitions listed at the bottom of the Grown NJ product page on NJEDA's website, or visit the following address: http://www.njeda.com/web/pdf/GrowNJDefinitions.pdf.

1) Is the project going to generate at least 50% of electricity needs via solar? **NO**

2) Is the project on an industrial premises and will the project be for industrial use? **NO**

3) To what LEED Standard will the project be built? **TBD**

4) Is the project located in a mixed use development that incorporates sufficient moderate income housing to accommodate at least 20% of the full-time employees of the business? **NO**

5) Is the project a marine terminal development? **NO**

6) Is the project a Mega Project? **YES**

7) Is the applicant a United States headquarters of an automobile manufacturer, retaining at least 400 jobs, and located in the municipality in which it was located immediately prior to the filing this application? **NO**

8) Is the project a Qualified Incubator Facility? **NO**

9) Is the project in one of the following Targeted Industries? If yes, which one? Transportation, Manufacturing, Defense, Energy, Logistics, Life Sciences, Technology, Health, or Finance, excluding a primarily warehouse or distribution business. **NO**

10) Is the project a Tourism Destination Project? **NO**

11) Is the project a Transit Oriented Development? **YES**

COMMERCIAL REAL ESTATE SERVICES

CBRE

Joseph Wolff
Senior Vice President

George Cauffman
Senior Vice President

CBRE, Inc.
Office Leasing Division

Two Liberty Place
50 South 16th Street
30th Floor
Philadelphia, PA 19102

215 561 8900 Main
215 561 8365 Direct
215 557 6719 Fax

Joseph.wolff@cbre.com
www.cbre.com/joseph.wolff
Licensed: PA

August 30, 2016

Kenneth R. Zirk
Senior Vice President
50 S. 16th Street
Suite 3000
Philadelphia, PA 19102

RE: Lease Proposal at 1500 Spring Garden
The Michaels Organization
1500 Spring Garden Street
Philadelphia, Pennsylvania

Dear Ken:

Enclosed for your review is our proposal to The Michaels Organization. The following outlines the terms to lease space on the 2nd floor.

Please let this letter serve as a summary of the terms upon which 1500 Net-Works Associates, L.P. ("Landlord") is prepared to lease office space to The Michaels Organization ("Tenant") at 1500 Spring Garden.

LANDLORD:	1500 Net-Works Associates, L.P.
TENANT:	The Michaels Organization

LOCATION:	1500 Spring Garden Street Philadelphia, Pennsylvania
USE:	Office Space
PREMISES:	Up to 103,491 rentable square feet ("RSF") located on the 2nd Floor. OR as an alternative, Up to 103,710 rentable square feet ("RSF") located on the 1st and 7th floors.
LEASE TERM:	Fifteen (15) years
COMMENCEMENT DATE:	Commencement date shall be upon the substantial completion of Tenant's improvements, estimated to be May 1, 2018.
EARLY ACCESS:	To be discussed.
BASE RENTAL RATE:	Base rental rate for the Premises shall be $23.00 per rentable square foot ("RSF") per annum plus full electric and in-suite janitorial expenses with $0.50 per rentable square foot annual increases.
RENTAL ABATEMENT:	Tenant will receive the initial twelve (12) months of the Term free of Base Rent. During the Rental Abatement Period, Tenant shall continue to pay metered electric costs, janitorial expenses, and Use & Occupancy Tax, if applicable.
ELECTRIC:	In addition to the Base Rental Rate specified above, Tenant shall pay the costs for any electricity consumed within the Premises (and the estimated cost of all electric energy to furnish HVAC within the Premises), which shall be separately submetered to Tenant at the prevailing high-tension (HT) rates per the PUC tariff. Tenant shall also pay its proportionate share of electric costs related to consumption for the common areas of the building, included but not limited to any associated HVAC charges.

JANITORIAL SERVICES:	In addition to the Base Rental Rate specified above, Tenant shall pay the costs of providing janitorial services to the Demised Premises. Landlord currently estimates the cost for Janitorial at approximately $2.40 per rentable square foot for a typical office use.
OPERATING EXPENSES:	In addition to Office Space Base Rent, Tenant will pay its proportionate share of any increase in operating expenses incurred by the Landlord over a 2018 Base Year. Operating expenses shall be adjusted to approximate the cost which would have resulted from a building at ninety-five percent (95%) occupancy ("grossed-up"). Tenant shall have the right to audit Landlord's books and records to be more specifically agreed upon in the lease. The estimated Operating Expenses for 2016 are $3.97.
TAXES:	In addition to Base Rent, Tenant will pay its proportionate share of any increase in real estate taxes incurred by the Landlord over a 2018 Base Year. The estimated Taxes for 2016 are $1.04
USE & OCCUPANCY TAX:	The current Use & Occupancy tax is $1.51.
TENANT IMPROVEMENTS, ARCHITECTURAL AND DESIGN:	Landlord will deliver the Premises in a "turn-key" condition based on a mutually agreed upon space plan by Tenant and Landlord, not to exceed $55.00/RSF. All architectural plans shall be subject to Landlord's prior written approval. If Landlord manages construction, Tenant shall be responsible for a 3% construction management fee on the hard costs.
HVAC:	Building provides a state-of-the-art HVAC system with Direct Digital Controlled VAV, DVLA Energy Management System with Web and Wireless

	Access Protocol (WAP) interface, and 24/7 condenser water system.
SPACE PLANNING:	Provided Landlord pre-approves an architect, Landlord will cover the cost of one test-fit not to exceed \$0.12/RSF, and one revision not to exceed \$0.03/RSF, incorporating Tenant's desired program.
PARKING:	There are 2,575 parking spaces within a three block radius. Landlord will provide four (4) parking spaces on the property, either within the garage or the south lot.
BUILDING SECURITY:	The building has 24/7 manned security. Tenant will have the right to put their own security system in the Premises.
OPTION TO RENEW:	Tenant shall be granted two (2) five year options to renew its lease at 100% fair market value by providing Landlord with fifteen months prior written notice of its intention to renew.
HOLDOVER:	If Tenant remains in the Premises after lease expiration, then base rent shall equal 150% of the rent for the last month of the term and tenant shall be subject to consequential damages.
SUBLET AND ASSIGNMENT:	Tenant shall have the right to sublet all or part of the Premises at any time with the Landlord's consent, which shall not be unreasonably withheld or delayed.
SIGNAGE:	Tenant will have the right to signage at the entrance of the Premises and at the elevator lobby on the 2nd floor.
STORAGE:	Tenant shall have the right to lease up to 5,000 RSF of storage space located in the basement of the building at a cost of \$14.00/RSF.
AMENITIES:	The building offers the following amenities: • Dunkin Donuts • Saladworks • Cafeteria • Retro Fitness (under construction)

CAFETERIA:	Landlord operates a full service cafeteria on the first floor of the building, which is available to employees of Tenant for breakfast and lunch. Daily hours of operation are weekdays from 7:00 AM until 2:00 PM.
HOURS OF OPERATION:	The Building's Normal Operating Hours are 8:00 AM to 6:00 PM, Monday through Friday, and 8:00 AM to 1:00 PM on Saturdays. Tenant shall be permitted to operate and have access to the Demised Premises 365 days per year, 24 hours per day.
LEASE SECURITY:	Landlord reserves the right to require lease security, subject to review of Tenant's most recently audited financial statements.
NON-DISTURBANCE:	Landlord will use commercially reasonable efforts to provide SNDA from any current or future lenders in a form and substance acceptable to such lender(s).
BROKERAGE:	Tenant acknowledges that it has dealt only with CBRE, Inc., who represents the Tenant, and CBRE, Inc., who represents the Landlord. All commission terms and conditions shall be provided in separate written agreements.
DISCLAIMER:	**The aforementioned information is for discussion purposes only and does not constitute an offer. Unless and until a Lease Agreement is entered into between the parties, neither party shall have an obligation to the other. This proposal shall expire September 9, 2016.**

Thank you for considering 1500 Spring Garden Street for The Michaels Organization. As always, please feel free to contact us should you have any questions.

Sincerely,

Joseph M. Wolf George Cauffman

Joseph Wolff
Senior Vice President
(215) 561-8365

Kevin Maloney
First Vice President
(215) 561-8947

George Cauffman
Senior Vice President
(215) 561-8934

David Mendez
Sales Assistant
(215) 561-8796

Applicant Name: **The Michaels Organization, LLC**

List all Affiliates (as defined below) of the Applicant; Percent of ownership; Number of Full-Time Employees of the Affiliate at Qualified Business Facility;
Number of Full-Time Employees of Affiliate in NJ at of the end of the Applicant's prior tax period; and
Dollar amount of estimated Capital Investment to be contributed by Affiliate at the Qualified Business Facility.

Name of Entity	Tax-ID #	Percent of ownership the Applicant has of the Affiliate	Proposed number of Full-Time Employees of Affiliate at the Qualified Business Facility	Number of Full-Time Employees of Affiliate in NJ at the end of Applicant's prior tax period	Dollar amount of estimated Capital Investment to be contributed by Affiliate at Qualified Business Facility
Michaels Development Company I, LP	[redacted]621	100%	21	12	0
Interstate Realty Management Company	[redacted]047	100%	104	79	0
Prestige Building Company, LLC	[redacted]284	100%	18	13	0
University Student Living, LLC	[redacted]693	100%	16	12	0
Michaels Management Services, Inc.	[redacted]213	100%	13	12	0
Riverside Capital, LLC	[redacted]758	100%	17	9	0
University Student Living Management, LLC	[redacted]319	100%	17	1	0
Real Property Data Processing, Inc.	[redacted]773	100%	20	14	0
The Michaels Organization, LLC	[redacted]382	100%	49	36	
Total			275	188	

Affiliate means an entity that directly or indirectly controls, is under common control with, or is controlled by the business. Control exists in all cases in which the entity is a member of a controlled group of of corporations as defined pursuant to section 1563 of the Federal Internal Revenue Code of 1986 (26 U.S.C. Section 1563) or the entity is an organization in a group of organizations under common control as defined pursuant to subsection (b) or (c) of section 414 of the Internal Revenue Code of 1986 (26 U.S.C. Section 414). A taxpayer may establish by clear and convincing evidence, as determined by the Director of the Division of Taxation in the Department of the Treasury, that control exists in situations involving lesser percentages of ownership than required by the statutes.

9.)

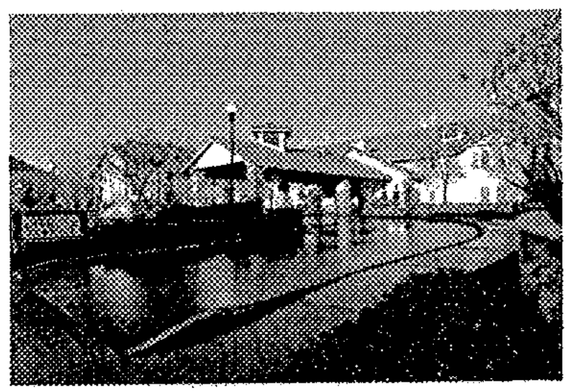
The Michaels Organization Family of Companies

Michaels Development Company is the number one affordable housing developer in the nation, having overseen $3.5 billion in development and substantial rehabilitation since 1973.

Interstate Realty Management, AMO™, provides expert property and asset management services to the Michaels portfolio and acts as a fee-manager for other private and public sector owners.

Michaels Military Housing is a unique leader in military housing privatization, enjoying success as the owner, developer, asset manager, and renovation contractor for family housing on military installations for the U.S. Department of Defense.

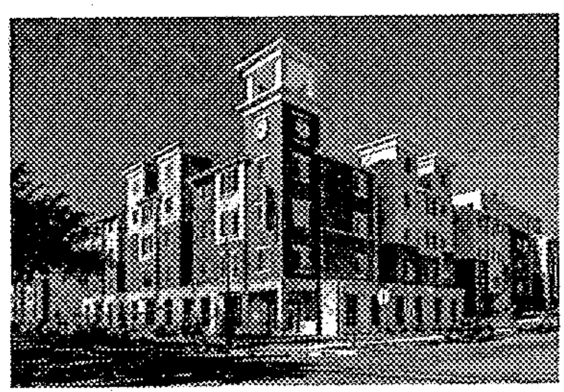
Michaels Management Services provides best-in-class community management services to The Michaels Organization and other private owners of military housing. The company's current portfolio includes both Army bases and U.S. Air Force bases, where they are managing over 16,000 on-post homes with over 50,000 residents.



Riverside Capital, LLC is a privately held syndicator of Low Income Housing Tax Credits. We work with investors, developers and managers to assure competitive pricing and long-term value to our partners.

Continental Mortgage Corp., an FHA-approved mortgagee, structures funding transactions for Michaels' developments and acquisitions, and arranges favorable refinance transactions that ensure the continued preservation and re-capitalization of affordable housing.

Prestige Building Company is a full-service general contractor and construction management company serving Michaels and other housing owners and developers.



University Student Living is a comprehensive student housing company, that is breaking new ground for opportunities to develop, construct, acquire, and manage on-campus and near-campus housing.

University Student Living Management provides extraordinary management services for our student housing. Our management services are closely integrated with the culture of each campus community we serve, in order to meet the needs of our residents and client institutions.

THE Michaels ORGANIZATION
Together We Build Communities

The Michaels Organization
3 East Stow Road, Suite 100
P.O. Box 994 Marlton, NJ 08053

aetna

AETNA
AETNA- HARTFORD
P.O. BOX 88863
CHICAGO, IL 60695 1883
"000039"J1320G4"001010"

Administrative Services Contract Service Fee Invoice

Customer Number 0718604	Page Number 1
Billing Arrangement Number 001	Invoice Type SF-ASC

SFO/Customer Team MTL	Wire Line Number N/A
Due Date 9/16	Region KEY
Prepared Date 8/22/16	

*********************SCH 3-DIGIT 080
6493 1 AT 0.399 47
INTERSTATE REALTY MANAGEMENT COMPANY
VOLUNTARY EMP
CODY COLE
401 ROUTE 73 NORTH PO BOX 989
MARLTON NJ 08053-0989

Late payments are subject to a late payment charge.

Enter Payment Total Here
$ [redacted]

If additional statements are enclosed, please total and remit.

Make checks payable to Aetna and mail to remittance address on the back of this page.
Please provide customer and billing arrangement numbers on your check.

Coverage Service	Volume	X	Billing Rate/Basis		=	Amount Due
04 CHOICE POS II	663✓		[redacted]	PER EE		[redacted]
04 AETNAHEALTHFUND HRA	~~495~~ 490			PER EE		
ADJUSTMENT AMOUNT						
AMOUNT DUE						

	MMS		NON-MMS			
POS	133	+	410	=	543	POS 663
HSA	36	+	84	=	120	
HF	105	+	385	=	HF 490	

M. Sasaari
Signature of Contractholder

Please indicate Address and/or Phone Number changes on the reverse side.

20160823 00639 Env [5,663] 1 of 1

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
PROJECT SUMMARY – GROW NEW JERSEY ASSISTANCE PROGRAM

As created by statute, the Grow New Jersey Assistance (Grow NJ) Program is available to businesses creating or retaining jobs in New Jersey and making a qualified capital investment at a qualified business facility in a qualified incentive area. Applications to the Grow NJ Program are evaluated to determine eligibility in accordance with P.L. 2013, c. 161 and as amended through the "Economic Opportunity Act of 2014, Part 3," P.L. 2014, c. 63, based on representations made by applicants to the Authority. Per N.J.S.A. 34:1B-242 et seq./N.J.A.C. 19:31-1 and the program's rules, applicants must employ a certain number of personnel in retained and/or new full-time jobs at a qualified business facility and make, acquire or lease a capital investment equal to or greater than defined thresholds in order to be eligible for tax credits. In addition to satisfying these statutorily-established job and capital investment requirements, applications undergo a material factor review to verify that the tax credits are material to the project advancing in New Jersey. Applications are also subject to a net benefit analysis to verify that the anticipated revenue resulting from the proposed project will be greater than the incentive amount. Credits are only certified for use annually and proportionally based on actual job performance during that year and an applicant is subject to forfeiture and recapture in event of default.

APPLICANT:	The Michaels Organization, LLC		P43584
PROJECT LOCATION:	Caruso Place Unit C-1, Block 80.02 Lot: 1	Camden City	Camden County

GOVERNOR'S INITIATIVES:
(X) NJ Urban Fund ( ) Edison Innovation Fund ( ) Core ( ) Clean Energy

APPLICANT BACKGROUND:
The Michaels Organization, LLC ("TMO") is a privately-held family of independent but integrated companies dedicated to affordable, mixed-income, military and student housing. Serving more than 115,000 residents in 380 communities across 35 states, the District of Columbia, and the U.S. Virgin Islands and with a development portfolio valued in excess of $4 billion, TMO is a leader in the residential real estate industry, with full service capabilities in development, property and asset management, construction and mortgage finance and tax credit syndication. The applicant has demonstrated the financial ability to undertake the project.

MATERIAL FACTOR/NET BENEFIT:
The proposed project is located in Camden, NJ, a city that ranked 566 out of 566 municipalities in the 2007 New Jersey Municipal Revitalization Index. In recognition of Camden's inability to attract investment, in the New Jersey Economic Opportunity Act, the Legislature declared that Camden and the other Garden State Growth Zones presented significant challenges to development and created incentives unique to Camden and other similarly situated Garden State Growth Zones to overcome these barriers.

The management of TMO has indicated that the grant of tax credits is a material factor in the company's decision whether or not to locate the project in Camden. The Authority is in receipt of an executed CEO certification by Michael J. Levitt, the CEO of TMO, which states that the Grow New Jersey award is a material factor in the company's decision to make the capital investment and locate the project in Camden. The CEO certification also states that the application has been reviewed and the information submitted and representations contained therein are accurate.

Staff reviewed the project and finds support for management's assertion that the award of tax credits is a material factor in the company's decision to locate in Camden. If Michaels chooses the Camden option, the company would establish a 121,862-square foot operation at Caruso Place on the waterfront in Camden. TMO would move into a new building to be constructed at this location. The alternative is to move the same operations to a 95,928-square foot facility in Philadelphia, PA.

This project represents a significant positive step forward for Camden's redevelopment efforts, bringing The Michaels Organization to the city. It is estimated that the project would have a net benefit to the State of $54.1 million over the 35-year period required by the Statute.

FINDING OF JOBS AT RISK:
The applicant has certified that the 188 New Jersey jobs listed in the application are at risk of being located outside the State. This certification coupled with the economic analysis of the potential locations submitted to the Authority has allowed staff to make a finding that the award of the Grow New Jersey tax credits is a material factor in the applicant's decision to make a capital investment and locate in Camden.

ELIGIBILITY AND GRANT CALCULATION:
Per the Grow New Jersey statute, N.J.S.A. 34:1B-242 et seq. and the program's rules, N.J.A.C. 19:31-18, the applicant must:

- Make, acquire, or lease a capital investment equal to, or greater than, the minimum capital investment, as follows:

Minimum Capital Investment Requirements	($/Square Foot of Gross Leasable Area)
Industrial/Warehouse/Logistics/R&D - Rehabilitation Projects	$ 20
Industrial/Warehouse/Logistics/R&D - New Construction Projects	$ 60
Non-Industrial/Warehouse/Logistics/R&D – Rehabilitation Projects	$ 40
Non-Industrial/Warehouse/Logistics/R&D – New Construction Projects	**$120**

*Minimum capital investment amounts are **reduced by 1/3 in GSGZs** and in eight South Jersey counties: Atlantic, Burlington, **Camden**, Cape May, Cumberland, Gloucester, Ocean and Salem*

- Retain full-time jobs **AND/OR** create new full-time jobs in an amount equal to or greater than the applicable minimum, as follows:

Minimum Full-Time Employment Requirements	(New / Retained Full-time Jobs)
Tech start ups and manufacturing businesses	10 / 25
Other targeted Industries	25 / 35
All other businesses/industries	**35 / 50**

*Minimum employment numbers are **reduced by 1/4 in GSGZs** and in eight South Jersey counties: Atlantic, Burlington, **Camden**, Cape May, Cumberland, Gloucester, Ocean and Salem*

As an Non-Industrial/Warehouse/Logistics/R&D – New Construction Project for an other business in Camden County, this project has been deemed eligible for a Grow New Jersey award based upon these criteria, outlined in the table below:

Eligibility	Minimum Requirement	Proposed by Applicant
Capital Investment	$9,748,960	$79,380,000
New Jobs	27	87
Retained Jobs	38	188

The Grow New Jersey Statute and the program's rules also establish criteria for the Grant Calculation. Projects located in Camden are eligible to receive per employee as a tax credit the total amount of capital investment for the project divided by the number of employees, subject to the following limits, provided that the project represents a net positive benefit to the State:

New Jobs or Retained Jobs New to Camden	Capital Investment	Maximum Annual Tax Credit	Limit on Total Tax Credit
≥35	$5,000,000	$2,000,000	$20,000,000
≥70	$10,000,000	$3,000,000	$30,000,000
≥100	$15,000,000	$4,000,000	$40,000,000
≥150	$20,000,000	$5,000,000	$50,000,000
≥250	**$30,000,000**	**$35,000,000**	**$350,000,000**

Provided the company complies with all other program requirements, a reduction in the number of new or retained full-time jobs indicated in the company's annual report below the number certified in the initial CPA certification shall proportionately reduce the amount of tax credits the company may apply against liability in the relevant tax period. Also, if the number of new and retained full-time jobs, as indicated by the company's annual report, is reduced below the required number in the table above, the tax credits that the business may take shall be subject to the annual limit corresponding to the new jobs and retained full-time jobs new to Camden.

GRANT CALCULATION

CAPITAL INVESTMENT:	$ 79,380,000
JOBS BASED TAX CREDIT LIMIT:	$ 350,000,000
GROSS BENEFIT TO THE STATE OVER 35 YEARS:	$ 133,489,028
THE APPLICANT IS ELIGIBLE FOR A TAX CREDIT EQUAL TO THE LOWEST OF THE THREE NUMBERS ABOVE (CONVERTED TO AN EVEN DOLLAR AMOUNT PER EMPLOYEE PER YEAR):	**$ 79,378,750**

PROJECT IS: (X) Expansion (X) Relocation

ESTIMATED ELIGIBLE CAPITAL INVESTMENT:	$ 79,380,000
EXPECTED PROJECT COMPLETION:	May 31, 2019
SIZE OF PROJECT LOCATION:	121,862 sq. ft.
NEW BUILDING OR EXISTING LOCATION?	New
INDUSTRIAL OR NON-INDUSTRIAL FACILITY?	Non-Industrial

CONSTRUCTION: (X) Yes ( ) No

NEW FULL-TIME JOBS:		87
RETAINED FULL-TIME JOBS:		188
STATEWIDE BASE EMPLOYMENT (AS OF DECEMBER 31, 2016):		404
CITY FROM WHICH JOBS WILL BE RELOCATED IN NEW JERSEY:		Marlton
MEDIAN WAGES:	$	73,202
NET BENEFIT MODEL:		2012
GROSS BENEFIT TO THE STATE (OVER 35 YEARS, PRIOR TO AWARD):	$	133,489,028
TOTAL AMOUNT OF AWARD:	$	79,378,750
NET BENEFIT TO THE STATE (OVER 35 YEARS, NET OF AWARD):	$	54,110,278
MAXIMUM AWARD PER NEW/RETAINED JOB:	$	288,650
ELIGIBILITY PERIOD:		10 years

CONDITIONS OF APPROVAL:

1. Applicant has not entered into a lease, purchase contract, or otherwise committed to remain in New Jersey.
2. Applicant will make an eligible capital investment of no less than the Statutory minimum after board approval. Applicant has 3 years plus two six-month extensions to submit its CPA certification, but in no event can the tax credit be issued more than 4 years from the date of board approval.
3. No employees that are subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program are eligible for calculating the benefit amount of the Grow New Jersey tax credit.
4. No capital investment that is subject to a BEIP, BRRAG, legacy Grow New Jersey, Urban Transit Hub or other NJEDA incentive program is eligible to be counted toward the capital investment requirement for Grow New Jersey.
5. Within twenty-four months following approval, the applicant will submit progress information indicating that the business has site plan approval, committed financing for, and site control of the qualified business facility.

APPROVAL REQUEST:

The Members of the Authority are asked to: 1) concur with the finding by staff that the award of the Grow New Jersey tax credits is a material factor in the applicant's decision to make a capital investment and locate in Camden; 2) approve the proposed Grow New Jersey grant to encourage The Michaels Organization to locate in Camden. The recommended grant is contingent upon receipt by the Authority of evidence that the company has met certain criteria to substantiate the recommended award. If the criteria met by the company differs from that shown herein, the award amount and the term will be lowered to reflect the award amount that corresponds to the actual criteria that have been met.

DEVELOPMENT OFFICER: Christina Fuentes **APPROVAL OFFICER**: Mark Chierici

Employee File Template

P#: ____________________

Number of Grow NJ Project Employees:

	Employee Name	Title	Date of Hire	Current Location
1	[redacted]	Accounting	5/23/2016	Marlton
2		Accounting	3/9/2016	Marlton
3		Accounting	5/20/2013	Marlton
4		Accounting	6/8/2015	Marlton
5		Accounting	4/15/2013	Marlton
6		Accounting	3/24/2015	Marlton
7		Accounting	3/29/2010	Marlton
8		Accounting	8/17/2010	Marlton
9		Accounting	9/9/2013	Marlton
10		Accounting	2/1/1989	Marlton
11		Accounting	8/16/2005	Marlton
12		Accounting	5/7/2012	Marlton
13		Accounting	1/31/2000	Marlton
14		Accounting	10/31/2011	Marlton
15		Accounting	2/18/2004	Marlton
16		Accounting	2/19/2009	Marlton
17		Accounting	3/18/1996	Marlton
18		Accounting	6/10/2005	Marlton
19		Accounting	5/11/1995	Marlton
20		Accounting	7/23/1994	Marlton
21		Accounting	3/11/2002	Marlton
22		Accounting	1/23/1985	Marlton
23		Accounting	2/11/2001	Marlton
24		Accounting	4/28/2014	Marlton
25		Accounting	5/30/2002	Marlton
26		Accounting	4/29/2005	Marlton
27		Accounting	4/13/2015	Marlton
28		Accounting	3/14/1994	Marlton
29		Accounting	9/11/1989	Marlton
30		Accounting	2/8/1982	Marlton
31		Accounting	7/25/1994	Marlton

32	NEW		Accounting	N/A	N/A
33	NEW		Accounting	N/A	N/A
34	NEW		Accounting	N/A	N/A
35	NEW		Accounting	N/A	N/A
36	NEW		Accounting	N/A	N/A
37	NEW		Accounting	N/A	N/A
38	[redacted]		Accounts Payable	12/17/2012	Marlton
39	[redacted]		Accounts Payable	7/18/2016	Marlton
40	[redacted]		Accounts Payable	6/9/2014	Marlton
41	[redacted]		Accounts Payable	5/2/2016	Marlton
42	[redacted]		Accounts Payable	6/6/2016	Marlton
43	[redacted]		Accounts Payable	6/30/2014	Marlton
44	[redacted]		Accounts Payable	4/6/2007	Marlton
45	[redacted]		Accounts Payable	10/13/2015	Marlton
46	[redacted]		Accounts Payable	9/12/2011	Marlton
47	[redacted]		Accounts Payable	7/14/2003	Marlton
48	[redacted]		Accounts Payable	11/8/2004	Marlton
49	[redacted]		Accounts Payable	7/17/1989	Marlton
50	[redacted]		Accounts Payable	2/28/2003	Marlton
51	[redacted]		Accounts Payable	4/11/2005	Marlton
52	NEW		Accounts Payable	N/A	N/A
53	NEW		Accounts Payable	N/A	N/A
54	NEW		Accounts Payable	N/A	N/A
55	NEW		Accounts Payable	N/A	N/A
56	NEW		Accounts Payable	N/A	N/A
57	[redacted]		Accounts Receivable	2/29/2016	Marlton
58	[redacted]		Accounts Receivable	10/9/2012	Marlton
59	[redacted]		Accounts Receivable	10/14/2014	Marlton
60	[redacted]		Accounts Receivable	4/19/2004	Marlton
61	[redacted]		Accounts Receivable	8/12/2013	Marlton
62	NEW		Accounts Receivable	N/A	N/A
63	NEW		Accounts Receivable	N/A	N/A
64	NEW		Accounts Receivable	N/A	N/A
65	[redacted]		Administrative Assistant	6/24/2013	Marlton
66	[redacted]		Administrative Assistant	8/9/2010	Marlton
67	[redacted]		Administrative Assistant	7/27/2015	Marlton
68	[redacted]		Administrative Assistant	8/3/2015	Marlton
69	[redacted]		Administrative Assistant	2/10/2014	Marlton
70	[redacted]		Administrative Assistant	1/30/2014	Marlton
71	[redacted]		Administrative Assistant	2/17/2015	Marlton
72	[redacted]		Administrative Assistant	10/26/2015	Marlton
73	[redacted]		Administrative Assistant	3/1/2016	Marlton
74	[redacted]		Administrative Assistant	9/24/2012	Marlton
75	[redacted]		Administrative Assistant	1/12/2004	Marlton
76	[redacted]		Administrative Assistant	1/28/1991	Marlton
77	[redacted]		Administrative Assistant	8/19/2002	Marlton
78	[redacted]		Administrative Assistant	6/29/1998	Marlton

79	[redacted]		Administrative Assistant	8/19/2011	Marlton
80	[redacted]		Administrative Assistant	10/29/1999	Marlton
81	[redacted]		Administrative Assistant	8/21/2006	Marlton
82	[redacted]		Administrative Assistant	2/23/2009	Marlton
83	[redacted]		Administrative Assistant	5/19/2003	Marlton
84	[redacted]		Administrative Assistant	4/4/2005	Marlton
85	[redacted]		Administrative Assistant	6/6/2005	Marlton
86	[redacted]		Administrative Assistant	7/19/1982	Marlton
87	[redacted]		Administrative Assistant	4/23/1984	Marlton
88	NEW		Administrative Assistant	N/A	N/A
89	NEW		Administrative Assistant	N/A	N/A
90	NEW		Administrative Assistant	N/A	N/A
91	NEW		Administrative Assistant	N/A	N/A
92	NEW		Administrative Assistant	N/A	N/A
93	[redacted]		Billing	8/30/2004	Marlton
94	[redacted]		Billing	4/13/2015	Marlton
95	[redacted]		Billing	8/3/2015	Marlton
96	[redacted]		Billing	7/20/2015	Marlton
97	[redacted]		Billing	4/20/2015	Marlton
98	[redacted]		Billing	3/22/2010	Marlton
99	[redacted]		Billing	6/8/2015	Marlton
100	[redacted]		Billing	7/10/2006	Marlton
101	[redacted]		Billing	5/6/2013	Marlton
102	[redacted]		Billing	4/2/2001	Marlton
103	[redacted]		Billing	1/7/2002	Marlton
104	[redacted]		Billing	3/30/2001	Marlton
105	[redacted]		Billing	9/27/2010	Marlton
106	[redacted]		Billing	9/11/1997	Marlton
107	[redacted]		Billing	9/28/2009	Marlton
108	[redacted]		Billing	5/13/1999	Marlton
109	[redacted]		Billing	12/15/1990	Marlton
110	[redacted]		Billing	9/24/1984	Marlton
111	[redacted]		Billing	10/31/2011	Marlton
112	NEW		Billing	N/A	N/A
113	NEW		Billing	N/A	N/A
114	NEW		Billing	N/A	N/A
115	NEW		Billing	N/A	N/A
116	NEW		Billing	N/A	N/A
117	NEW		Billing	N/A	N/A
118	NEW		Billing	N/A	N/A
119	[redacted]		CEO	4/11/1988	Marlton
120	[redacted]		CFO	5/31/2001	Marlton
121	[redacted]		Compliance	9/29/2009	Marlton
122	[redacted]		Compliance	5/23/1999	Marlton
123	[redacted]		Compliance	11/1/2000	Marlton
124	[redacted]		Compliance	2/5/2001	Marlton
125	[redacted]		Compliance	10/10/1989	Marlton

126	[redacted]		Compliance	4/14/2003	Marlton
127	[redacted]		Compliance	8/25/1997	Marlton
128	NEW		Compliance	N/A	N/A
129	NEW		Compliance	N/A	N/A
130	NEW		Compliance	N/A	N/A
131	NEW		Compliance	N/A	N/A
132	[redacted]		Construction Management	12/17/2003	Marlton
133	[redacted]		Construction Management	9/27/1983	Marlton
134	NEW		Construction Management	N/A	N/A
135	NEW		Construction Management	N/A	N/A
136	[redacted]		COO	6/10/1985	Marlton
137	[redacted]		Developer	8/19/2013	Marlton
138	[redacted]		Developer	10/1/1999	Marlton
139	[redacted]		Developer	2/23/2015	Marlton
140	[redacted]		Developer	8/25/2014	Marlton
141	[redacted]		Developer	5/2/2011	Marlton
142	[redacted]		Developer	7/19/2010	Marlton
143	[redacted]		Developer	10/31/2011	Marlton
144	NEW		Developer	N/A	N/A
145	NEW		Developer	N/A	N/A
146	NEW		Developer	N/A	N/A
147	NEW		Developer	N/A	N/A
148	[redacted]		Estimator	8/3/2015	Marlton
149	[redacted]		Estimator	1/25/2016	Marlton
150	[redacted]		Estimator	11/30/2015	Marlton
151	[redacted]		Estimator	9/2/2014	Marlton
152	[redacted]		Estimator	6/6/2016	Marlton
153	[redacted]		Estimator	5/5/2008	Marlton
154	NEW		Estimator	N/A	N/A
155	NEW		Estimator	N/A	N/A
156	NEW		Estimator	N/A	N/A
157	[redacted]		Human Resources	12/1/2014	Marlton
158	[redacted]		Human Resources	7/8/2013	Marlton
159	[redacted]		Human Resources	5/6/2009	Marlton
160	[redacted]		Human Resources	4/1/2013	Marlton
161	[redacted]		Human Resources	8/22/2011	Marlton
162	NEW		Human Resources	N/A	N/A
163	NEW		Human Resources	N/A	N/A
164	NEW		Human Resources	N/A	N/A
165	[redacted]		Information Technology	7/8/2014	Marlton
166	[redacted]		Information Technology	12/5/2011	Marlton
167	[redacted]		Information Technology	1/12/2015	Marlton
168	[redacted]		Information Technology	4/29/2010	Marlton
169	[redacted]		Information Technology	1/31/2007	Marlton
170	[redacted]		Information Technology	4/12/2010	Marlton
171	[redacted]		Information Technology	6/14/2006	Marlton
172	[redacted]		Information Technology	12/29/1995	Marlton

173	[redacted]		Information Technology	10/31/2012	Marlton
174	[redacted]		Information Technology	3/15/2010	Marlton
175	[redacted]		Information Technology	3/28/1991	Marlton
176	[redacted]		Information Technology	3/16/2000	Marlton
177	[redacted]		Information Technology	10/7/1997	Marlton
178	[redacted]		Information Technology	10/16/2013	Marlton
179	NEW		Information Technology	N/A	N/A
180	NEW		Information Technology	N/A	N/A
181	NEW		Information Technology	N/A	N/A
182	NEW		Information Technology	N/A	N/A
183	NEW		Information Technology	N/A	N/A
184	NEW		Information Technology	N/A	N/A
185	[redacted]		Investor Related	6/22/2015	Marlton
186	[redacted]		Investor Related	8/10/2015	Marlton
187	[redacted]		Investor Related	11/1/2012	Marlton
188	[redacted]		Investor Related	7/17/2001	Marlton
189	[redacted]		Investor Related	9/30/2013	Marlton
190	[redacted]		Investor Related	11/15/2013	Marlton
191	[redacted]		Investor Related	1/31/1993	Marlton
192	NEW		Investor Related	N/A	N/A
193	NEW		Investor Related	N/A	N/A
194	NEW		Investor Related	N/A	N/A
195	NEW		Investor Related	N/A	N/A
196	NEW		Investor Related	N/A	N/A
197	NEW		Investor Related	N/A	N/A
198	NEW		Investor Related	N/A	N/A
199	NEW		Investor Related	N/A	N/A
200	NEW		Investor Related	N/A	N/A
201	NEW		Investor Related	N/A	N/A
202	[redacted]		Management Services	2/2/2012	Marlton
203	[redacted]		Management Services	11/20/1989	Marlton
204	[redacted]		Management Services	2/14/2005	Marlton
205	[redacted]		Management Services	1/1/2008	Marlton
206	[redacted]		Management Services	2/14/1983	Marlton
207	[redacted]		Management Services	5/29/2000	Marlton
208	NEW		Management Services	N/A	N/A
209	NEW		Management Services	N/A	N/A
210	NEW		Management Services	N/A	N/A
211	NEW		Management Services	N/A	N/A
212	NEW		Management Services	N/A	N/A
213	NEW		Management Services	N/A	N/A
214	NEW		Management Services	N/A	N/A
215	NEW		Management Services	N/A	N/A
216	[redacted]		Marketing	9/9/2013	Marlton
217	[redacted]		Marketing	5/18/2009	Marlton
218	NEW		Marketing	N/A	N/A
219	[redacted]		Office Clerical	8/27/2009	Marlton

220	[redacted]		Office Clerical	8/22/2011	Marlton
221	[redacted]		Office Clerical	6/8/2015	Marlton
222	[redacted]		Office Clerical	6/4/2007	Marlton
223	[redacted]		Office Clerical	6/27/2010	Marlton
224	[redacted]		Office Clerical	4/12/1982	Marlton
225	[redacted]		Office Clerical	3/22/2004	Marlton
226	[redacted]		Office Clerical	9/30/2013	Marlton
227	[redacted]		Office Clerical	11/28/2011	Marlton
228	[redacted]		Office Clerical	10/5/2009	Marlton
229	[redacted]		Office Clerical	7/18/2016	Marlton
230	[redacted]		Office Clerical	7/18/2016	Marlton
231	[redacted]		Office Clerical	6/27/2016	Marlton
232	[redacted]		Office Clerical	9/16/1991	Marlton
233	[redacted]		Office Clerical	6/20/2016	Marlton
234	[redacted]		Office Clerical	7/1/2016	Marlton
235	[redacted]		Office Clerical	2/4/2013	Marlton
236	[redacted]		Office Clerical	2/1/2016	Marlton
237	[redacted]		Office Clerical	9/10/1998	Marlton
238	[redacted]		Office Clerical	6/17/2002	Marlton
239	[redacted]		Office Clerical	11/5/2012	Marlton
240	[redacted]		Office Clerical	8/27/2012	Marlton
241	[redacted]		Office Clerical	6/29/2015	Marlton
242	[redacted]		Office Clerical	5/25/1982	Marlton
243	[redacted]		Office Clerical	8/20/2012	Marlton
244	[redacted]		Office Clerical	2/14/2000	Marlton
245	[redacted]		Office Clerical	2/8/2016	Marlton
246	[redacted]		Office Clerical	11/1/2012	Marlton
247	NEW		Office Clerical	N/A	N/A
248	NEW		Office Clerical	N/A	N/A
249	NEW		Office Clerical	N/A	N/A
250	NEW		Office Clerical	N/A	N/A
251	NEW		Office Clerical	N/A	N/A
252	NEW		Office Clerical	N/A	N/A
253	NEW		Office Clerical	N/A	N/A
254	NEW		Office Clerical	N/A	N/A
255	NEW		Office Clerical	N/A	N/A
256	NEW		Office Clerical	N/A	N/A
257	NEW		Office Clerical	N/A	N/A
258	NEW		Office Clerical	N/A	N/A
259	NEW		Office Clerical	N/A	N/A
260	NEW		Office Clerical	N/A	N/A
261	NEW		Office Clerical	N/A	N/A
262	NEW		Office Clerical	N/A	N/A
263	NEW		Office Clerical	N/A	N/A
264	[redacted]		Payroll	2/21/2012	Marlton
265	[redacted]		Payroll	3/21/2016	Marlton
266	[redacted]		Payroll	8/19/1986	Marlton

267	[redacted]		Payroll	8/16/2010	Marlton
268	[redacted]		Payroll	10/29/2012	Marlton
269	[redacted]		Payroll	9/5/1979	Marlton
270	NEW		Payroll	N/A	N/A
271	NEW		Payroll	N/A	N/A
272	[redacted]		Presidents	12/21/2009	Marlton
273	[redacted]		Presidents	1/4/2016	Marlton
274	[redacted]		Presidents	3/17/2007	Marlton
275	NEW		Presidents	N/A	N/A

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Applicant Name: **The Michaels Organization**

Current Annual Salary	Employing Entity	Employment Status (W-2,1099,PEO,etc)	Hours Worked Per Week	Hours Spent at the Qualified Business Facility Per Week
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Prestige Building Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	University Student Living Management	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35

[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	University Student Living Management	W-2	35	35
[redacted]	University Student Living Management	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	Interstate Realty Company	W-2	35	35
[redacted]	Prestige Building Company	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	University Student Living Management	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Riverside Capital	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	University Student Living Management	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	University Student Living	W-2	35	35
[redacted]	Prestige Building Company	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Prestige Building Company	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35

[redacted]	Michaels Development Company	W-2	35	35
[redacted]	University Student Living	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Riverside Capital	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	University Student Living Management	W-2	35	35
[redacted]	Prestige Building Company	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	University Student Living Management	W-2	35	35
[redacted]	University Student Living Management	W-2	35	35
[redacted]	University Student Living Management	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35

[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Interstate Realty Management	W-2	35	35
[redacted]	Michaels Management Services	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	University Student Living	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	The Michaels Organization	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	University Student Living	W-2	35	35
[redacted]	University Student Living	W-2	35	35
[redacted]	University Student Living	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	Michaels Development Company	W-2	35	35
[redacted]	Prestige Building Company	W-2	35	30
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Health Benefits Offered (Y/N)
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Corporation Business Tax Payment
Payment Confirmation
PMT

FEIN:	[redacted]73/000	Year: 2015
Business Name:	REAL PROPERTY DATA PROCESSING, INC.	

Your Payment Has Been Submitted To The Division.

You credit card transaction has successfully completed and your payment will be submitted to the Division for processing.

Payment: CORPORATION BUSINESS TAX
Payment For Return

Confirmation Number: 20-49733072

Payment Method: Credit Card
Payment Amount: $79.48
Portal Charge: $2.51
Total Amount Charged: $81.99

Return To Processing Center

Help | Logout

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

June 30, 2017

__Via email and regular mail__
Jpurcell@themichaelsorg.com
Joseph F. Purcell, CFO
The Michaels Organization
3 East Stow Road
PO Box 994
Marlton, NJ 08053

Re: The Michaels Organization, LLC
P43584
Grow New Jersey Assistance ("Grow NJ") Program

Dear Mr. Purcell:

This Approval Letter supersedes and replaces our original Approval Letter dated April 20, 2017.

Your Grow NJ Tax Credit ("Grow NJ Tax Credit") approved on March 24, 2017 is hereby awarded subject to the terms and conditions of the Grow New Jersey Assistance Act, P.L. 2011, c. 149, as amended by, among other laws, P.L. 2013, c. 161 and P.L. 2014, c. 63 (the "Act"); the Grow NJ Program regulations, N.J.A.C. 19:31-18.1 et seq., subject to final amendments to the regulations; and the terms and conditions set forth below and in the Incentive Agreement, which must be executed by Recipient as one of the preconditions of program eligibility. Recipient has been approved for an award under the Capital Investment Alternative (subsubparagraph ii. of subparagraphs (a) through (e) of subsection d. of N.J.S.A. 34:1B-246). This Approval Letter does not purport to summarize the entire Act and regulations and is subject to same. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

The Authority makes no warranties or representations about, and is not liable for damages resulting from, the issuance, non-issuance, use, sale, or marketability of the tax credits. The Recipient acknowledges the risks of relying on the use and sale of the tax credit to finance the Project. Recipient further acknowledges and accepts that the Legislature may enact further changes to the Act or to tax laws and that the terms and conditions set forth herein and in the Incentive Agreement, including the tax credit amount and when such amounts may be applied, are subject to changes to the Act and implementing Regulations and to tax laws.

RECIPIENT:	The Michaels Organization, LLC
DATE OF BOARD APPROVAL:	March 24, 2017
PROJECT:	Creation of 87 new Grow NJ eligible jobs and relocation and retention of 188 Grow NJ eligible jobs from Marlton, New Jersey to a new, non-industrial premises consisting of 121,862 square feet, which consists of 101,511 square feet of office space to accommodate the Recipient's headquarters and 20,351 square feet of Recipient's pro-rata share of the building's retail and lobby, mechanical, amenity, and other common space.
QUALIFIED BUSINESS FACILITY LOCATION:	Caruso Place, Unit C-1, Block 80.02, Lot 1, City of Camden, Camden County, New Jersey (which is located in a Qualified Incentive Area - Garden State Growth Zone* that qualifies under the Municipal Rehabilitation and Economic Recovery Act)
ELIGIBILITY PERIOD COMMENCEMENT DATE:	Date the Authority accepts the Project Completion certifications after satisfaction of the conditions set forth herein.
ELIGIBILITY PERIOD:	Ten (10) years starting on the Eligibility Period Commencement Date.

* Projects located in a Garden State Growth Zone may be eligible for an additional tax credit as described in the last paragraph of the "Conditions to Use of Tax Credit Certificate" section.

COMMITMENT PERIOD:	1.5 times the Eligibility Period starting on the Eligibility Period Commencement Date.
MAXIMUM GROW NJ ELIGIBLE JOBS:	New: 87 Retained: 188 (of which 188 are new to Camden). Total Grow NJ Eligible Jobs: 275
MAXIMUM ELIGIBLE CAPITAL INVESTMENT:	79,380,000
MAXIMUM TOTAL ANNUAL AWARD:	$7,937,875
ESTIMATED ANNUAL CREDIT PER GROW NJ ELIGIBLE JOB:	$28,865 (based on Project Completion certifications of 275 Grow NJ eligible jobs new to Camden and $79,380,000 capital investment).
MINIMUM CAPITAL INVESTMENT TO QUALIFY UNDER THE CAPITAL INVESTMENT ALTERNATIVE:	$5,000,000 (but $9,748,960 is required to be eligible for the Grow NJ Program based on 121,862 sq. ft. of gross leasable area).
MINIMUM GROW NJ ELIGIBLE JOBS NEW TO CAMDEN TO QUALIFY UNDER THE CAPITAL INVESTMENT ALTERNATIVE:	35 (but 250 is required to be eligible for the entire $79,378,750 award)

MAXIMUM GROW NJ TAX CREDIT AMOUNT:	Maximum Grow NJ Tax Credit amount not to exceed $79,378,750, calculated based on the Maximum Total Annual Award per year for a period of 10 years. For each tax accounting or privilege period during the Eligibility Period, the Grow NJ Tax Credit shall be applied in an amount no greater than the total credit amount divided by the duration of the Eligibility Period in years (fractions of a cent rounded down) subject to the reduction and forfeiture provision set forth below.*
NUMBER OF STATEWIDE EMPLOYEES: (IN TAX PERIOD PRIOR TO APPROVAL)	404 ("Statewide Workforce")
DEADLINE FOR SUBMISSION OF CAPITAL INVESTMENT AND EMPLOYMENT REQUIREMENT ("PROJECT COMPLETION") CERTIFICATIONS:	March 24, 2021 **(Project Completion Date = 3 years plus two six-month extensions, but in no event can the tax credit be issued more than 4 years from date of Board approval)**
TAX CREDIT CERTIFICATE ISSUANCE FEE:	A non-refundable fee of up to $ 396,893.75 paid to the Authority, which amount represents 0.5% of the actual tax credit, not to exceed $500,000, due prior to receipt of the tax credit certificate.

* The credit amount may be taken by the tax certificate holder for the tax period for which it was issued or may be carried forward for use by the tax certificate holder in any of the next 20 successive tax periods, and shall expire thereafter. The tax certificate holder may transfer the tax credit amount on or after the date of issuance or at any time within three years of the date of issuance for use by the transferee in the tax period during which it was transferred or in any of the next three successive tax periods. **Notwithstanding the foregoing, it will be the responsibility of the Recipient to ensure that no more than the amount of tax credits equal to the total credit amount divided by the duration of the eligibility period in years may be taken in any tax period.**

ANNUAL SERVICING FEE:	Annual non-refundable fee of up to $ 75,000 paid to the Authority, which represents 2% of the actual annual tax credit amount not to exceed $75,000, each year during the Eligibility Period at the time Recipient submits its Annual Report required to receive a letter of compliance from the Authority.
TAX CREDIT TRANSFER FEE, IF APPLICABLE:	A non-refundable transfer fee of $5,000, and $2,500 per additional request made annually, upon application for a tax credit transfer certificate and per application for permission to pledge a tax credit transfer certificate purchase contract as collateral. All transfers must be for not less than $25,000 in tax credits.
ANALYSIS FEE:	Recipient shall pay the Authority the full amount of direct costs of an analysis by a third party retained by the Authority, if the Authority deems such retention to be necessary.
ADDITIONAL FEES:	In addition, modification fees are due when the Authority is requested to consider an administrative change, addition, or modification to an existing transaction, including, but not limited to, adding an Affiliate.

CONDITIONS OF APPROVAL:

In order to maintain the award of the Grow NJ Tax Credit, the Recipient must submit the following information to the Authority:

i) On or before March 24, 2019 the following Progress Information:

1. Copy of site plan approval from the City of Camden and Camden County permitting the development of the Project, if applicable;
2. Copy of committed financing for the Project, if applicable, or evidence of self-financing;

3. Documentation evidencing that Recipient has control of the site of the Qualified Business Facility (subsections 1, 2 and 3 shall collectively constitute the "Progress Information"). Unless the Recipient has indicated otherwise in its Grow NJ application, the document evidencing site control shall not have been executed prior to March 24, 2017. If the Recipient is a tenant, a copy of the executed lease (or, if a sub-lessee, then a copy of the sublease and lease) must be provided, and the term of the lease (including renewal options) must extend for at least the duration of the Commitment Period; and

ii) On September 24, 2017 and every six (6) months thereafter until completion of the Project, an update of the status of the Project ("Project Status Updates") together with a current Tax Clearance Certificate for the Recipient not more than 180 days old.

iii) Prior to the commencement of construction, Recipient will submit to the Authority for its approval a plan ("Green Building Plan") to meet the Authority's Green Building Standards Policy regarding the use of renewable energy, energy-efficient technology, and non-renewable resources in order to reduce environmental degradation and encourage long-term cost reduction, which is available at http://www.njeda.com/pdfs/GreenBuildingGuidance.aspx ("Green Building Requirements"). **Failure to submit the Green Building Plan within the indicated time frame may lead to forfeiture of the Grow NJ Tax Credit.**

Unless otherwise determined by the Authority in its sole discretion, failure by Recipient to submit the Progress Information and the Project Status Updates in a form acceptable to the Authority by the end of business, 5 p.m., on the indicated dates will result in immediate expiration of the Authority's approval of the Grow NJ Tax Credit, without further action by the Authority.

The Authority approval is based on information set forth in your Grow NJ application and any other supplement information provided. Recipient shall disclose to the Authority any substantive changes in such information, including any substantive changes in public financial support; such changes must be reviewed and approved by the Authority and may affect eligibility. If the Project Completion certifications indicate that the capital investment or number of new and/or retained full-time jobs is less than the Capital Investment or Grow NJ Jobs to be eligible for the Grow NJ Program, which are $80 per square foot ($9,748,960 based on 121,862 square feet of gross leasable area) ("Program Eligibility Capital Investment") and 27 new and 38 retained full-time jobs, respectively ("Program Eligibility Jobs"), Recipient shall no longer be eligible for tax credits. The size of the grant is based on Recipient qualifying under the Capital Investment Alternative; failure to do so will require a re-evaluation by the Authority Board of the approval and award for the Recipient. To be eligible as a new or retained full-time employee, the employee must have his or her primary office at the Qualified Business Facility and must spend at least 80 percent of his or her time there at the Qualified Business Facility, or any other period of time generally accepted by custom or practice as full-time employment at the Qualified Business Facility, as determined by the Authority.

Within 15 days of receipt of the submission of the Progress Information and Project Status Updates, the Authority will inform the Recipient whether the documentation submitted is sufficient to maintain award of the Grow NJ Tax Credit.

Provided the documentation relating to the Progress Information required above is in a form acceptable to the Authority, the Authority will forward an executable Incentive Agreement to the Recipient.

Within 10 business days of transmittal of said Incentive Agreement or by the date the Recipient submits its Capital Investment and employee certifications, whichever is earlier, the Recipient must execute and return the Incentive Agreement to the Authority. Conditions to maintaining approval are set forth in the Incentive Agreement and include, but are not limited to:

a. Covenant that the Recipient will provide health benefits for eligible employees under a health benefits plan authorized pursuant to State or federal law. With respect to a logistics, manufacturing, energy, defense, aviation, or maritime business, excluding primarily warehouse or distribution operations, located in a port district having a container terminal: the requirement that employee health benefits are to be provided shall be deemed to be satisfied if such benefits are provided in accordance with industry practice by a third party obligated to provide such benefits pursuant to a collective bargaining agreement; full-time employment shall include, but not be limited to, employees that have been hired by way of a labor union hiring hall or its equivalent; 35 hours of employment per week at a qualified business facility shall constitute one "full-time employee" regardless of whether or not the hours of work were performed by one or more persons.

b. Covenant that prevailing wages have been and will be paid to construction workers at the Qualified Business Facility and that those contractors comply with the Authority's Affirmative Action Program as set forth at N.J.A.C. 19:30-3 et seq., and to the extent that Recipient undertakes construction/renovation/leasehold improvements/installation of equipment at the Qualified Business Facility within two (2) years from the date the first letter of compliance is issued to the Recipient, prevailing wage rate will be paid and the Authority's affirmative action rules and regulations apply ("Prevailing Wage and Affirmative Action Requirements").

c. If, at any time after the date of Board Approval and until the end of the Commitment Period, Recipient should become aware of any facts that materially alter, change, or render incomplete its answers to the questions in the Grow NJ application pertaining to the Authority's Disqualification/Debarment Regulations at N.J.A.C. 19:30-2.1, et seq., Recipient shall have a duty to immediately report such facts to the Authority in writing. **NO LETTER OF COMPLIANCE SHALL BE ISSUED IF RECIPIENT HAS BEEN DEBARRED, DISQUALIFIED, OR SUSPENDED BY THE AUTHORITY. A DEBARMENT, DISQUALIFICATION, OR SUSPENSION FOR A PERIOD OF TWO YEARS OR MORE SHALL BE AN EVENT OF DEFAULT.**

d. Covenant that, in each tax period during the Commitment Period, the number of full-time employees in Recipient's Statewide workforce for that year will be at least 80% of the Statewide Workforce. **FAILURE TO DO SO AS A RESULT OF A RELOCATION OUTSIDE OF THE STATE MAY RESULT IN AN EVENT OF DEFAULT, AND RECIPIENT MAY BE REQUIRED TO REPAY THE AMOUNT OF TAX CREDITS AWARDED.**

e. No more than 7.5 percent of the Project may be included as retail facilities, and no more than the pro-rata number of full-time employees employed by any number of tenants or other occupants of the included retail facilities may be included in the aggregate.

Recapture provisions: THE INCENTIVE AGREEMENT WILL ALSO INCLUDE A COVENANT THAT RECIPIENT MUST MAINTAIN THE PROJECT AT THE QUALIFIED BUSINESS FACILITY FOR NOT LESS THAN THE COMMITMENT PERIOD WITH AT LEAST THE MINIMUM FULL-TIME EMPLOYEES AS REQUIRED BY THE PROGRAM, WHICH SHALL INCLUDE A CONSIDERATION OF THE NET POSITIVE ECONOMIC BENEFIT TEST AND THE AMOUNT OF TAX CREDITS PREVIOUSLY RECEIVED BY THE RECIPIENT DURING THE ELIGIBILITY PERIOD, AND A PROVISION TO PERMIT THE AUTHORITY TO RECAPTURE ALL OR PART OF ANY TAX CREDITS AWARDED, AT ITS DISCRETION, IF THE BUSINESS DOES NOT REMAIN IN COMPLIANCE WITH THIS PROVISION FOR THE COMMITMENT PERIOD.

THE AUTHORITY MAY PURSUE RECAPTURE AT ANY TIME DURING THE ELIGIBILITY PERIOD AND THE REMAINDER OF THE COMMITMENT PERIOD, INCLUDING DURING ANY PERIOD IN THE ELIGIBILITY PERIOD IN WHICH THE TAX CREDITS ARE FORFEITED PURSUANT TO N.J.A.C. 19:31-18.15.

In the Authority's discretion, failure of Recipient to submit an executed Incentive Agreement in a form acceptable to the Authority within ten (10) business days of the Authority's transmittal thereof will result in immediate expiration of the Authority's approval of the Grow NJ Tax Credit, without further action by the Authority.

CONDITIONS TO RECEIPT OF TAX CREDIT CERTIFICATE:

Upon completion of the Project and satisfaction of the Capital Investment and employment requirements, but no later than the Project Completion Date, Recipient must submit the following documents ("Tax Credit Certificate Documents") to receive a tax credit certificate:

1. A temporary certificate of occupancy and the detailed Project Completion certification by an independent certified public accountant acceptable to the Authority stating the total amount of the Recipient's Capital Investment in the Qualified Business Facility, provided that the eligible Capital Investments made or acquired by Recipient in the Qualified Business Facility must be at least the Program Eligibility Capital Investment to be eligible for the Grow NJ Tax Program. The amount of the Capital Investment in the certification shall be utilized by the Authority in the calculation of the grant of tax credits and shall not be increased regardless of additional Capital Investment in the

Qualified Business Facility. In the event the Capital Investment is reduced below the Maximum Eligible Capital Investment by 25%, the Authority may re-evaluate the net positive economic benefit and reduce the size of the grant accordingly.

2. The detailed Project Completion certification by Recipient's chief financial officer acceptable to the Authority stating the actual number of eligible new and retained full-time employees employed in positions at the Qualified Business Facility, and the current number of full-time employees in Recipient's Statewide workforce. The number of full-time employees employed at the Qualified Business Facility must equal at least the Program Eligibility Jobs to be eligible for the Grow NJ Tax Program. Employee information must include the names, addresses, dates of hire, termination dates, annual salary, title and any other information as requested by the Authority. Except as set forth under the "Conditions to Use of Tax Credit Certificate" section, the certification shall not be increased regardless of additional employees at the Qualified Business Facility. If the number of new and retained full-time employees is reduced below the required number in subsections (b) through (e) in the Capital Investment Alternative, the size of the grant shall be adjusted under the subsection that corresponds to the reduced number of full-time employees. In the event the number of new and/or retained full-time jobs is reduced below the Maximum Grow NJ Eligible Jobs by 25%, the Authority may re-evaluate the net positive economic benefit and reduce the size of the grant accordingly.

3. As part of each Project Completion certification, a list of the Affiliates that contributed to the Capital Investment and to the full-time employees at the Qualified Business Facility and, for each such Affiliate, the number of full-time employees in New Jersey in the last tax period prior to the Authority's approval if that number was not provided in the Grow NJ application. **Please note: The term "Affiliate" is defined in the Act and the implementing regulations. In order to be considered an Affiliate for purposes of this program, an entity must meet the definition of Affiliate either by being a member of a controlled group of corporations with the Recipient as defined pursuant to section 1563 of the Internal Revenue Code of 1986 ("Code") or the entity is an organization in a group of organizations with the Recipient as defined pursuant to subsection (b) or (c) of section 414 of the Code, as demonstrated by the Recipient to the Authority either through a certification by an independent certified public accountant or an opinion of counsel. In the alternative, a Recipient may demonstrate that an entity is an Affiliate by presenting to the Authority a written determination of the Director of the Division of Taxation. Approval of Recipient's Grow NJ Tax Credit does not constitute approval or confirmation that the entities listed on its Grow NJ application meet the definition of Affiliate.**

4. All construction contracts regarding the Project must contain additional language as set forth in Authority Affirmative Action Addendum to Construction Contract. In addition, the general contractor must include said language in all subcontracts. Regulations, forms, and guidance documents (including an Affirmative Action and Prevailing Wage program summary) are available at www.njeda.com/affirmativeaction.

5. Covenant by the Recipient, that will be incorporated into the Agreement, that it will comply with all applicable law, and specifically, that the Project will comply with (i) the Authority's prevailing wage requirements as set forth in N.J.S.A. 34:1B-5.1, (ii) the Authority's affirmative action requirements as set forth in N.J.S.A. 34:1B-5.4, (iii) the Green Building Requirements, (iv) the Conflicts of Interest Law as set forth in N.J.S.A. 52:13D-12 et seq., (v) requirements of the Americans with Disabilities Act of 1990, 42 U.S.A. Sec. 12101 et seq. and implementing regulations, and (vi) requirements of all applicable New Jersey environmental laws.

6. When construction is completed, as a condition to receipt of the award, Recipient will be required to submit a certification from a licensed engineer that the Project has adhered in all material respects to the Green Building Plan.

7. A current Tax Clearance Certificate for the Recipient, and any Affiliate that contributed to the full-time employees at the Qualified Business Facility and to the Capital Investment, not more than 180 days old.

The Authority may modify the net positive economic benefit analysis from time to time. If the Authority re-evaluates the net positive economic benefit as stated in paragraphs 1 and 2 above, the Authority shall use the net positive economic benefit analysis in effect at the time of the re-evaluation.

The per full-time employee tax credit calculation will be established by dividing the number of full-time employees in the Project Completion certification into the lesser of the amount of capital investment in the Project Completion certification or the award of tax credits.

Upon a determination by the Authority that the Tax Credit Certificate Documents are acceptable, the Authority shall notify the Recipient and Director of the Division of Taxation and a Tax Credit Certificate will be issued to Recipient.

IN NO EVENT SHALL THE DATE ON WHICH THE TAX CREDIT CERTIFICATE IS ISSUED OCCUR LATER THAN FOUR YEARS FOLLOWING THE DATE OF THE AUTHORITY'S APPROVAL OF THE RECIPIENT'S GROW NJ APPLICATION.

Once the Tax Credit Certificate is issued, the Recipient may apply the amount of tax credits equal to the total tax credit amount divided by the duration of the Eligibility Period in years (fractions of a cent rounded down) to offset its tax liability in each tax privilege period with applicable carry forward provisions, beginning with liability that arises in the tax privilege period in which the Authority accepts the Project Completion certifications ("First Eligibility Tax Period"), subject to the conditions set forth below.

CONDITIONS TO USE OF TAX CREDIT CERTIFICATE:

After receipt of the Tax Credit Certificate, Recipient shall submit to the Authority, within 120 days after the end of the First Eligibility Tax Period and at the same time on an annual basis thereafter, a report certified by Recipient's chief financial officer as described below ("Annual Report"). Upon satisfactory review of all information submitted in the Annual Report, the Authority will issue a letter of compliance. No Tax Credit Certificate will be valid without the letter of compliance issued for the relevant tax period. Use of the Tax Credit Certificate shall be subject to the reduction and forfeiture provisions set forth below. The Annual Report shall include the following:

1. A certification acceptable to the Authority by the Recipient indicating whether or not the Recipient is aware of any condition, event or act which would cause the business not to be in compliance with the approval, the Act, the Incentive Agreement or the regulations promulgated thereunder.

2. A certification acceptable to the Authority by the Recipient indicating any change or anticipated change in the identity of the entities comprising the business that have elected to claim all or a portion of the credit, provided such entities have contributed either Capital Investments or employees to the Qualified Business Facility.

3. A current Tax Clearance Certificate for the Recipient, and any Affiliate that contributed to the full-time employees at the Qualified Business Facility and to the Capital Investment, not more than 180 days old.

4. For the relevant tax period, certification acceptable to the Authority stating the number of full-time employees employed at the Qualified Business Facility, the number of those employees that are employed in eligible new and retained full-time jobs, and the current number of full-time employees in Recipient's Statewide workforce, provided that: Full-time employment for the tax period shall be determined as the average of monthly full-time employment for that period. The certification must also list the Affiliates that contributed to the full-time employees at the Qualified Business Facility and, for each such Affiliate, the number of full-time employees in New Jersey in the last tax period prior to the Authority's approval if that number was not provided in the Grow NJ application. Employee information must include the names, addresses, dates of hire, termination dates, annual salary, title and any other information as requested by the Authority. This certification shall also indicate and verify that the bonus increase criteria have been met.

FAILURE TO SUBMIT A COMPLETE PACKAGE OF ALL INFORMATION REQUIREMENTS LISTED HEREINABOVE IN THIS SECTION WITHIN 120 DAYS AFTER THE END OF THE FIRST ELIGIBILITY TAX PERIOD AND AT THE SAME TIME ON AN ANNUAL BASIS THEREAFTER WILL LEAD TO FORFEITURE OF THE TAX CREDITS ALLOCABLE TO THAT YEAR UNLESS THE AUTHORITY DETERMINES THAT THERE ARE EXTENUATING CIRCUMSTANCES EXCUSING THE RECIPIENT OR TAX CREDIT

TRANSFEREE FROM THE TIMELY FILING REQUIRED. IT MAY ALSO TRIGGER RECAPTURE.

Please note:

Any reduction in the number of eligible Grow NJ jobs shall proportionately reduce the amount of tax credits for that year based on the per full time employee calculation done at Project Completion certification, i.e. the number of full-time employees will be multiplied by the per full-time employee calculation done at certification. Also, if the number of eligible Grow NJ jobs is reduced below the required number in subsections (b) through (e) in the Capital Investment Alternative, the tax credits that Recipient may take shall be rescored under the subsection that corresponds to the reduced number of eligible Grow NJ jobs. For purposes of illustration, if the Project Completion certification shows 255 Grow NJ jobs new to the municipality and tax credits are issued in the amount of $80 million, then the annual credit per Grow NJ job is $31,373 and a reduction to 250 Grow NJ jobs will reduce the tax credits that Recipient may take for that year to $7,843,250 (250 x $31,373). In the same illustration, a reduction to 249 Grow NJ jobs will reduce the tax credits that Recipient may take for that year to $5 million based on the annual cap in subsection (d) in the Capital Investment Alternative. Such reduction during the Eligibility Period and the remainder of the Commitment Period may cause the grant to be subject to forfeiture or recapture as set forth more fully in the Incentive Agreement.

The Authority reserves the right to audit any of the representations made and documents submitted in the Annual Report.

Recipient shall not change the location of the Qualified Business Facility, expand the Qualified Business Facility, or include any Grow NJ Job in an Annual Report for any month the job is not located in the Qualified Business Facility during the Commitment Period, without the prior written consent of the Authority, provided that any consent shall not affect any reduction, forfeiture, or recapture. Recipient shall maintain its existence as a legal entity and shall not sell, assign, transfer or otherwise dispose of all of its assets without the prior written consent of the Authority, which consent shall be based on Recipient's continued compliance with the approval, the Act, the Incentive Agreement, and the regulations promulgated thereunder.

If, in any tax period during the Eligibility Period, the number of eligible full-time employees employed by Recipient at the Qualified Business Facility located within a Qualified Incentive Area drops below 80 percent of the number of new and retained full-time jobs specified in the Project Completion certification, then the Recipient shall forfeit its credit amount for that tax period and each subsequent tax period until the first tax period for which documentation demonstrating the restoration of the number of eligible full-time employees employed by the recipient at the Qualified Business Facility to 80 percent of the number of jobs specified in the Project Completion certification has been reviewed and approved by the Authority.

If, in any tax period during the Eligibility Period, the current number of full-time employees in Recipient's Statewide workforce has been reduced by more than 20% from the Statewide Workforce, the Recipient shall forfeit its credit amount for that tax period and each subsequent tax period, until the first tax period for which documentation demonstrating the restoration of the number of full-time employees to a number at least 80% of Recipient's Statewide Workforce has been reviewed and approved by the Authority, for which tax period and each subsequent conforming tax period the full amount of the annual credit shall be allowed. The Statewide workforce shall include the full-time employees in the last tax period prior to the Authority's Approval of any Affiliate that contributed to the full-time employees at the Qualified Business Facility in the tax period or contributed capital investment to the Project. The number of full-time employees in Recipient's Statewide workforce shall not include a new eligible position at the Qualified Business Facility unless the new eligible position is in addition to the number of full-time employees specified in the incentive agreement and Recipient is not receiving an additional tax credit award for the new eligible position.

If the Qualified Business Facility is sold by the owner in whole or in part during the Eligibility Period, the new owner shall not acquire the Capital Investment of the seller and the seller shall forfeit all credits for the tax period in which the sale occurs and all subsequent tax periods, except that any credits of the Recipient shall remain unaffected. If the Recipient merges with or consolidates with another entity, the resulting or transferee entity shall not be considered the new owner.

If the Recipient leases or subleases the Qualified Business Facility in whole or in part during the Eligibility Period, the new tenant shall not acquire the credit of the Recipient, and the Recipient shall forfeit all credits for the tax period of its lease or sublease and all subsequent tax periods except for leases or subleases to tenants or other occupants in a mixed-use project that includes retail facilities and that is located in a Garden State Growth Zone or the Atlantic City Tourism District if such mixed-use project aggregates the pro-rata number of full-time employees employed by any number of tenants or other occupants of the included retail facilities. Notwithstanding the foregoing, the Recipient may lease or sublease an amount up to five percent of the Qualified Business Facility to a new tenant without forfeiting any of the Recipient's tax credit; however, no full-time employees or capital investment by the new tenant shall contribute to the Recipient's eligible full-time employees or capital investment.

If all or part of any tax credits awarded is subject to recapture due to a failure to comply with the Grow NJ Program requirements, the Authority will pursue recapture from the Recipient and not from a tax credit transfer certificate purchaser. Any taxpayer from whom the Recipient received consideration for the transfer of tax credits prior to the issuance of an annual letter of compliance shall be subject to all other limitations and conditions that apply to the use of the tax credits by the Recipient, including, but not limited to, reduction and forfeiture provisions (which provisions apply to the tax credits for a tax period only prior to the issuance of a letter of compliance) and the requirement of a letter of compliance for the relevant tax period. The number of tax credits held by any taxpayer from whom the Recipient has received consideration for the transfer of tax credits that have been authorized by an annual letter of compliance and are evidenced by a tax credit transfer certificate shall not be subject to the forfeiture or reduction described in this "Conditions to Use of Tax Credit Certificate" section.

If, in any tax period during the Eligibility Period the number of full-time employees employed by Recipient at the Qualified Business Facility increases above the number of full-time employees specified in the Incentive Agreement such that Recipient shall then meet the minimum number of employees required in subparagraph (b), (c), (d), or (e) of the Capital Investment Alternative, then the Authority shall recalculate the total tax credit amount per full-time job by using the certified Capital Investment of the Project allowable under the applicable subparagraph and the number of full-time jobs certified on the date of the recalculation and applying those numbers to subparagraph (b), (c), (d), or (e) of the Capital Investment Alternative, until the first tax period for which documentation demonstrating a reduction of the number of full-time employees employed by Recipient at the Qualified Business Facility, at which time the tax credit amount shall be adjusted accordingly; provided that the adjustment will not affect other obligations under the Incentive Agreement to maintain a minimum number of full-time employees. To obtain this additional tax credit award, Recipient shall submit, in its Annual Report, a request to the Authority with supporting evidence documenting the additional full-time employees added above the number of full-time employees specified in the Incentive Agreement. Following EDA staff acceptance of the Annual Report, it shall notify the Director of the Division of Taxation and Recipient shall receive an increased tax credit certificate.

INDEMNIFICATION; INSURANCE:

Recipient covenants and agrees to indemnify and hold harmless the Authority, the State of New Jersey, the Department of the Treasury and the Division of Taxation and their respective members, agents, officers, employees and servants (collectively, the "Indemnified Parties") from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims, etc.), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from: (i) the condition, use, possession, conduct, management, construction, and financing of the Project; (ii) the performance by Recipient of its obligations pursuant to the terms and conditions of the Grow NJ Tax Credit, as set forth in this Approval Letter; (iii) any loss, damage or injury to, or death of, any person occurring at or about or resulting from, the operations of the Project; and (iv) any damage or injury to property of the Recipient or to the agents, servants, employees or co-employees of the Recipient, caused by the negligence, gross negligence and willful misconduct of any person, except for: losses, claims, damages, liabilities and costs arising from the gross negligence or willful misconduct of the Indemnified Parties. These Indemnification provisions shall survive the expiration or earlier termination of the Incentive Agreement entered into in connection with the Grow NJ Tax Credit.

To effectuate the purposes of the Indemnification provisions set forth above, Recipient shall obtain sufficient coverage under its commercial general liability insurance policy to cover not only its own liability, but also, any liability which might arise under the Indemnification provisions against the Indemnified Parties to the extent such liability is insurable under a commercial general liability insurance policy. Recipient shall include the Indemnified Parties as additional insureds in any liability insurance coverage for the Project. Recipient shall promptly provide evidence of such insurance to the Authority upon request. Failure of Recipient to retain such coverage and/or provide evidence of same to the Authority will result in either the Authority cancelling an existing letter of compliance and/or not issuing a letter of compliance.

The liability of the Authority, the Department of the Treasury and the Division of Taxation, and their directors and employees shall be subject to all provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

GENERAL:

Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Recipient must complete and submit the online application for Business Assistance Tax Clearance ("Application") by visiting the State of New Jersey's Premier Business Services (PBS) portal at: **https://www16.state.nj.us/NJ_PREMIER_EBIZ/jsp/home.jsp**. Questions regarding Business Assistance Tax Clearance may be emailed to: BusinessAssistanceTC.Taxation@treas.nj.gov.

It is the sole responsibility of the Recipient to obtain each Tax Clearance Certificate and ensure timely delivery to the Authority as set forth herein.

The Authority requires that a valid Tax Clearance Certificate no more than 180 days old is on file with the Authority from the time of Recipient's Grow NJ application through the date that the Tax Credit Certificate is issued. During this period it remains the sole responsibility of the Recipient to renew the Tax Clearance Certificate. In addition, a current Tax Clearance Certificate must be submitted with each Annual Report. If a Tax Clearance Certificate is not issued by the Division of Taxation and submitted to the Authority, the Recipient will have failed to meet the Conditions of Approval, and/or Conditions of Receipt and/or Use of Tax Credit Certificate. In the Authority's discretion, this may result in the expiration of the Authority's approval of the tax credit award and/or delay or non-issuance of a Tax Credit Certificate/Letter of Compliance.

The Grow New Jersey documents shall be governed by the provisions of the Act and all applicable regulations. Any term not defined in this Approval Letter shall have the meaning set forth at N.J.A.C. 19:31-18 et seq.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein. All documentation shall be in form and substance satisfactory to the Authority.

The interests of the Recipient and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Recipient in this transaction. The Recipient, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Recipient's own choice to represent the Recipient's interest in this transaction.

The Authority, at its option, may announce and publicize the Project contemplated hereunder, by means and media selected by the Authority.

It is specifically understood and agreed that this Grow NJ Tax Credit is *cross-defaulted* with any existing assistance and any future assistance provided by the Authority and/or State to the Recipient and/or any of its subsidiaries including, but not limited to, entities that may not be related to Recipient, but have common principals. For purposes of this cross-default, a principal of an entity shall be any executive officer, director, or general partner; any person or other entity directly or indirectly controlling the entity; or a person or other entity directly or indirectly owning or controlling ten percent (10%) or more of the entity's ownership interests.

This Approval Letter shall terminate and the Authority shall have no further obligation or liability hereunder if this letter and Notice Regarding AA/PW and Green Building Requirements are not signed and delivered by the end of business, 5 p.m. on or before July 17, 2017. This Approval Letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

In the event that the items listed in the "Conditions of Approval" section of this Approval Letter are not provided by the dates indicated herein to Post Closing Approval Conditions Officer, Tom McCusker, at tmccusker@njeda.com, the Authority's obligation to provide the grant hereunder shall automatically terminate unless an extension has been requested in writing prior to such dates by the Recipient and approved by the Authority in its sole discretion, prior to such dates.

We appreciate your interest in expanding operations and creating business opportunities in New Jersey. We look forward to assisting in your Project. If you should have any questions regarding this letter, please contact me at 609-858-8186 or dlawyer@njeda.com or your Senior Finance Officer, Mark Chierici at 609-858-6869 or mchierici@njeda.com.

Kindly contact Post Closing Approval Conditions Officer, Tom McCusker at 609-858-6894 or tmccusker@njeda.com if you have any questions regarding the Conditions of Approval for this Project or Jobs Incentives Officer, Keirah Black at 609-858-6943 or kblack@njeda.com if you have any questions regarding the servicing of this Project.

This fully executed Approval Letter in its entirety should be returned to Margaret Maurio, Executive Assistant, at mmaurio@njeda.com.

Sincerely,

David A. Lawyer
Director - Underwriting

KJS

C: C. Fuentes
M. Chierici
K. Black
D. Wong
J. McIntyre
L. Butterfield
L. Petrizzi
M. Maurio
T. McCusker
J. Rosenfeld
L. Young
S. Quattro
ksheehan@parkermckay.com

ACCEPTED AND AGREED THIS
_____ DAY OF _________, 20__

THE MICHAELS ORGANIZATION, LLC

By:____________________________
Name:
Title:

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
INTERNAL PROCESS MANAGEMENT DEPARTMENT
OFFICE OF AFFIRMATIVE ACTION
NJEDA WEB www.njeda.com/affirmativeaction
NJEDA EMAIL affirmativeaction@njeda.com
NJEDA PHONE (973) 855-3447

NOTICE REGARDING AFFIRMATIVE ACTION/PREVAILING WAGE AND GREEN BUILDING REQUIREMENTS

PROJECT NUMBER: **P43584**
PROJECT NAME: The Michaels Organization

THIS PROJECT MAY BE SUBJECT TO NJEDA AFFIRMATIVE ACTION/PREVAILING WAGE AND GREEN BUILDING REQUIREMENTS. THE TERM CONSTRUCTION INCLUDES ANY CONSTRUCTION, RECONSTRUCTION, DEMOLITION, ALTERATION, REPAIR WORK, RENOVATION, OR CONSTRUCTION/RENOVATION WORK RELATED TO THE INSTALLATION OF EQUIPMENT. IN ADDITION, IF THIS PROJECT IS AN INCENTIVE PROJECT IT MAY BE SUBJECT TO GREEN BUILDING REQUIREMENTS. WE ENCOURAGE YOU TO VISIT www.njeda.com/affirmativeaction AND http://www.njeda.com/pdfs/GreenBuildingGuidance.aspx TO LEARN MORE ABOUT THESE REQUIREMENTS. PLEASE CONTACT YOUR BUSINESS DEVELOPMENT OFFICER SHOULD YOU HAVE ANY QUESTIONS OR CONCERNS.

TYPE OF ASSISTANCE: Grow NJ AMOUNT: $86,239,720

CUSTOMER CONTACT INFORMATION, INCLUDING EMAIL AND MAILING ADDRESS FROM COMMITMENT/APPROVAL LETTER:

Jpurcell@themichaelsorg.com
Joseph F. Purcell, CFO
The Michaels Organization
3 East Stow Road
PO Box 994
Marlton, NJ 08053

CUSTOMER PHONE NUMBER FROM APPLICATION: 856-596-3008

COMPLETE AND RETURN THIS FORM WITH COMMITMENT/APPROVAL LETTER

CUSTOMER CONTACT PERSON FOR AA/PW:

NAME: ______________________

ADDRESS: ______________________

____

PHONE NUMBER: ______________________

EMAIL ADDRESS: ______________________

CHECK WHICH STATEMENTSAPPLY AND COMPLETE DATES:

☐ DATE CONSTRUCTION IS EXPECTED TO BEGIN:____________.

☐ DATE CONSTRUCTION STARTED ____________.

☐ SIGNED CONSTRUCTION CONTRACT WHICH INCLUDES NJEDA AA/PW REQUIRED LANGUAGE ____________.

☐ THIS PROJECT DOES NOT INCLUDE CONSTRUCTION.

☐ ESTIMATED # OF TOTAL CONSTRUCTION JOBS ____________.

☐ OTHER: NONE OF THE BOXES ABOVE APPLY *BECAUSE*: (EXAMPLES OF EXPLANATIONS MAY INCLUDE: 1) HAVE NOT SELECTED A GENERAL CONTRACTOR; OR 2) HAVE NOT SELECTED A LOCATION).______________________

____

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(Please provide signature below)

____
NAME:
TITLE:

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
COST/BENEFIT ANALYSIS
VERSION 1.05

APPLICANT: The Michaels Organization, LLC

Date: 3/8/2017

Grow NJ Term: 10 **Years**

LOCATION INFORMATION:

	NEW JERSEY LOCATION	ALTERNATE LOCATION	SIZE DIFFERENCE
Project Location (City, State)	Camden , NJ	Philadelphia PA	
Location Size in Sq. Ft.	121,862 Sq. Ft.	95,928 Sq. Ft.	25,934 Sq. Ft.
Purchase (P)/Gross Lease (GL)/Triple Net Lease (TNL)/ Owned Facility (OF)/Construction (C)	C	GL	
Building Cost Per Sq. Ft.	$ 521.69 /Sq. Ft.	$ 22.50 /Sq. Ft.	

ONE-TIME UPFRONT COSTS:

		NEW JERSEY LOCATION	ALTERNATE LOCATION	COST DIFFERENCE
Land Acquisition Cost (if separate from building)		[redacted]		
Building Acquisition Cost				
Building Construction Costs				
Building Renovation Costs				
Machinery and Equipment Acquisition Cost				
Furniture, Fixtures and Equipment				
Employee Relocations Costs				
Company Moving Costs				
Lease Termination Costs				
Other One-Time Upfront Costs -	Engineering Fees			
Other One-Time Upfront Costs -	Architect Fees			
Other One-Time Upfront Costs -				
Other One-Time Upfront Costs -	Attorney Fees			
Other One-Time Upfront Costs -	Financing Costs & Capitalized Interest			
Other One-Time Upfront Costs -	Insurance			
Other One-Time Upfront Costs -	Additional Environmental Costs			
Other One-Time Upfront Costs -				
Other One-Time Upfront Costs -	Permits & Fees			
Other One-Time Upfront Costs -	Other One Time Costs			
Total One-Time Upfront Costs =		$ 79,380,000.00	$ 4,682,246.08	$ 74,697,753.92

ONGOING ANNUAL COSTS:

			Start Month	End Month	Cost Frequency		Start Month	End Month	Cost Frequency	
Annual Rental Costs		[redacted]								
Annual Real Estate Taxes										
Annual Property Insurance Costs										
Annual Building Maintenance Costs										
Annual Electricity Costs										
Annual Payroll Costs										
Lease of Owned Facility (for a partial sublease or due to relocation)										
Other Annual Ongoing Costs -	Description									
Other Annual Ongoing Costs -	Description									
Other Annual Ongoing Costs -	Description									
Other Annual Ongoing Costs -	Description									
Other Annual Ongoing Costs -	Description									
Other Annual Ongoing Costs -	Description									
Other Annual Ongoing Costs -	Description									
Other Annual Ongoing Costs -	Parking costs for employees									
Other Annual Ongoing Costs -	Fitness center cost to employees									
Other Annual Ongoing Costs -	Phila Use & Occupancy Tax									
	Total Annual Ongoing Costs =	$ 1,162,563.48				$ 3,434,500.08				$ (2,271,936.60)

Amount in Today's Dollars (NPV at 6%) that New Jersey is More Expensive than the Alternative Location Over the 10 Year Grant Term = $ 57,644,322.64

Amount in Today's Dollars (NPV at 6%) that New Jersey is More Expensive than the Alternative Location Over the 15 Year Grant Commitment Duration = $ 52,261,714.57

ASSUMPTIONS:

1 Camden building maintenance costs represents the portion of costs allocated to Tenant, including real estate taxes, utilities, fire protection, exterminating, common area owner's association fees, etc... Breakdown provided on separate sheet.

2 Other one-time costs in Philadelphia include Telephone/Data of $14/sf ($1,342,992); A/V $5/sf ($479,640); and Landlord construction management fee of 2% of fit out cost per LOI ($60/sf) (115,114).

3 Building Maintenance Cost (janitorial) is paid as additional rent in the amount of $2.40 per sf per LOI - $2.40 * 95,928 = $230,227.20.

4 Philadelphia electric cost $2.20/sf per CBRE - $2.20 * 95,928 = $211,041.60.

5 Camden site includes parking. Other annual costs in Philadelphia include $200 per employee per month for 250 employees to park in City. It is assumed that some employees will take public transportation for which there will be no reimbursement.

6 Camden site includes a fitness center on site. Other one-time costs in Philadelphia include $30 per employee per month for 250 employees to join health club. It is assumed that some employees will not use health club.

7 Additional Philadelphia cost of $1.51 * $95,928 sf for use and occpancy tax per LOI.

8 One time costs FF&E and Company moving costs are assumed to be the same cost/sf in each site.

Given that selecting the proposed New Jersey location is $57644322.64 more expensive than the alternative location and the potential incentive grant may not completely cover the cost differential, please provide insight into the other factors that make New Jersey competitive despite the additional costs:

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Mark Chierici

From: Joe Purcell <jpurcell@themichaelsorg.com>
Sent: Tuesday, November 29, 2016 6:43 PM
To: Mark Chierici
Cc: Kevin Sheehan; Christina Fuentes
Subject: Re: TMO #209420

Mark,

Let me go over the attached calculation with Connor Strong and NFI, but looks right to me.

The Statewide base of employees in the Application for TMO does include Affiliates of which Mr. Levitt owns 80% or more of each company, so we are meeting the definition of Affiliates per the IRS Code. In addition, of all of the employees that are currently working in Marlton, 188 of 268 of the employees meet the 80% requirement we talked about in your office. Not included in the application is around 136 employees who work at our housing sites located in New Jersey and not out of Marlton and these 136 would not be going to our potential new office in Camden. It is our understanding that those employees working at our housing sites are not counted towards the NJ Statewide employee number because they do not spend 80% or more of their time in the office.

TMO does not own any houses or other places that TMO builds, each of our over 350 housing developments are single purpose entities own by Mr. Levitt and his partners, these assets are not reflected on the consolidated financials for 2013, 2014 and 2015.

The TMO cash position as of September 30, 2016 is $[redacted], this does not include any cash held by [redacted] or other companies not part of the TMO and affiliates.

The space in Philadelphia is 103,710 square feet. In Camden we will have 88,710 in 3 floors dedicated to TMO plus we would share another 38,393 total conference/mail space in the 1st and 3rd floors with the other two tenants. 12,784 of that space would be for TMO - making the total for TMO 101,494. The rest of the space is mechanical space, retail and amenities that is included in our rent amount so that the tenant rent pays for the building, but is not useable office space.

The 87 new hires are all new positions due to organic grow, all our companies are growing like crazy. In 2008 we outgrew our building at 1 E. Stow Road and we are now outgrowing our building at 3 E. Stow Road.

Please let me know if you have any additional questions.

Thanks

Joseph F. Purcell

CFO/ Treasurer

The Michaels Organization

3 E. Stow Rd; Suite 100

Marlton, NJ 08053

(856) 797-8969

On Tue, Nov 29, 2016 at 4:09 PM, Mark Chierici <MChierici@njeda.com> wrote:

Hello Mr. Purcell,

I have been working on the evaluation of your company this month for the Grow NJ Award. To tie the project costs on our Grant Calculator to the costs on the CBA, I have restructured the CBA to reflect it as New Construction as opposed to a Gross Lease for the Camden Alternative. That CBA is attached and I would ask you to confirm whether you agree with the set-up and results, as that is the document that will be presented at our Incentives Committee meeting next week.

In addition, can you please answer the following questions for me:

- Does the Statewide base of employees in the Application for TMO include Affiliates? Are all of those employees currently working in Marlton, NJ? Please confirm you are aware of the definition of Affiliates per the IRS Code.
- Does TMO Own any houses or other places they build? Are those assets reflected on your consolidated financials for 2014 & 2015?
- Where is TMO in cash positon currently, or at least at the end of the third quarter 2016?
- Can you please explain how TMO is able do the same project in the Philly location with 25,000 less square feet than in the Camden Alternative?
- Are any of the 87 New hires working somewhere in the company today, at one of the Affiliates, or are all the new positions due to organic growth?

Thanks in advance, for your review and comments.

Mark C.

Mark A. Chierici

Sr. Finance Officer

Bond and Incentives Division

New Jersey Economic Development Authority (NJEDA)

P.O. Box 990

Trenton, New Jersey 08625-0990

609-858-6869

Fax: 609-278-7256

mchierici@njeda.com

For information about NJEDA's products and services, please visit us on the web: www.njeda.com

---

From: Kevin Sheehan [mailto:ksheehan@parkermccay.com]
Sent: Monday, November 07, 2016 9:02 AM
To: Mark Chierici <MChierici@njeda.com>
Cc: PCA Joseph F. Purcell - The Michaels Organization (jpurcell@themichaelsorg.com) <jpurcell@themichaelsorg.com>
Subject: TMO #209420

Mark.

Since the time the Grow application was filed we received additional information from LPT regarding the floor sizes and the projected operating expense for the Camden Office Tower. That information changes the allocation of space within the building slightly and thus, the total project costs. The change in space/cost allocation will change the application amount to **$97,177,815.** We have provided an updated Project Costs sheet to reflect this change. **Please accept this email as a request to amend the application to show the new amount.**

We have also received an LOI from the Landlord.

The applicant will be completing the employee information in the format that you have provided.

Finally, as we discussed we have updated the CBA to use only the base year for rent and expenses since the npv program accounts for the inflation. We have revised the CBA to account for the change in allocated sf of office space, the reduction in the Camden operating expense and to state only the base year rent and expenses instead of an average over 15 years.

I attach hereto the following documents that have been provided or updated as set forth above.

- Updated Project Cost sheet with Building allocation
- Updated CBA
- Updated CBA Assumption Sheet
- Letter of Intent for Camden Building
- Updated Operating Expense Estimate for Camden Building

If you have any questions, please contact me.

Kevin D. Sheehan, Esquire

Shareholder

Real Estate and Land Use

PM PARKER McCAY

O: 856-985-4020

F: 856-552-1427

ksheehan@parkermccay.com

PARKER McCAY P.A.

9000 Midlantic Drive, Suite 300

Mount Laurel, New Jersey 08054

P: 856-596-8900 F: 856-596-9631

http://www.parkermccay.com

CAMDEN PARTNERS EQUITIES FLOOR PLAN

Floor 18	Conner Strong & Buckelew Conference	8,650
Floor 17	Conner Strong & Buckelew Office	33,837
Floor 16	Conner Strong & Buckelew Office	33,837
Floor 15	Conner Strong & Buckelew Office	33,837
Floor 14	The Michaels Organization Office	33,837
Floor 13	The Michaels Organization Office	33,837
Floor 12	The Michaels Organization Office	33,837
Floor 11	NFI Office	33,837
Floor 10	NFI Office	33,837
Floor 9	NFI Office	33,837
Floor 8	Fitness Center	10,000
	Dining Room	10,000
	Kitchen/Serving Area	5,000
	Core	3,600
	Mechanical	5,237
Floor 7	Mechanical	5,200
	Garage	41,800
Floor 6	Garage	47,000
Floor 5	Garage	47,000
Floor 4	Garage	47,000
Floor 3	Garage	52,000
Floor 2	Lobby	1,200
	Mechanical	1,950
	Garage	44,850
Floor 1	Lobby	6,200
	Amenity (Conf Room or Retail)	4,000
	Core/Support/Stairs/loading/dumpster	3,285
	Mechanical	7,015
	Garage	26,400

Conner Strong	Common Space Mechanical/Core
The Michaels Organization	Common Space Garage
NFI	
Common Space Amenity	

Mark Chierici

From: Dawn K. Boszak
Sent: Friday, March 10, 2017 3:06 PM
To: Mark Chierici
Cc: Kathleen A. Wall; Louise Pocetti
Subject: FW: Incoming Wire - CEO Portal Treasury Information Reporting Event

P43584 - $[redacted] GN2 approval fee; $[redacted] GN2 extension fees

-----Original Message-----
From: Wells Fargo Event Messaging Admin [mailto:ofsrep.ceoemigw@wellsfargo.com]
Sent: Friday, March 10, 2017 1:36 PM
To: Dawn K. Boszak <DBoszak@njeda.com>
Subject: Incoming Wire - CEO Portal Treasury Information Reporting Event

Commercial Electronic Office (CEO) Portal Treasury Information Reporting Event: Incoming Wire

Dear Dawn Boszak,
Wells Fargo has received one or more wire transfers for your account(s).

Date/Time Stamp: 03/10/2017 10:35 am PT
Credit Account Number: XXXXXXXXXX-456
Credit Account Name: NEW JERSEY ECONOMIC DEVELOPMEN
Wire Amount: [redacted] USD
Originating Party Name: MICHAEL J LEVITT
Value Date: 03/10/2017
Fed/SWIFT Confirmation Number: 0310D3B74VHC001156

For more information about this event, please sign on to the CEO portal.

Event Message ID: 069-0695772

You received this automated email because you subscribe to the CEO portal Event Messaging service. Please do not reply to this email; this mailbox is only for delivery of Event Messaging notices. To ensure you receive these notices, add ofsrep.ceoemigw@wellsfargo.com to your address book.

To make changes to your Event Messaging setup: In the Message Log, select Edit Message Preferences. Or from the CEO portal, select Event Messaging in the left navigation bar.

For issues related to the receipt of this message, call toll free 1-800-AT-WELLS (1-800-289-3557) Monday through Friday between 4:00 am and 7:00 pm and Saturday between 6:00 am and 4:00 pm Pacific Time.

Customers outside the U.S. and Canada may contact their local representative's office, or place a collect call to Treasury Management Client Services at 1-704-547-0145.

Please have the Event Message ID available when you call.

Mark Chierici

From: Mark Chierici
Sent: Thursday, March 16, 2017 1:17 PM
To: 'Joe Purcell'
Cc: 'Kevin Sheehan'; Christina Fuentes
Subject: The Michaels Organization, LLC - Grow NJ Award

Importance: High

Good Afternoon Mr. Purcell,

As you are aware, the NJEDA Board met today and your project was approved. The total amount of the grant awarded was $79,378,750 or $7,937,875 per year, subject to certain capital investments and employee levels. In approximately 3-4 weeks, you should be receiving an award letter from the NJEDA. Please sign and return that letter to us as evidence of your receipt and acceptance.

Thank you and congratulations!

Mark C.

Mark A. Chierici
Sr. Finance Officer
Bond and Incentives Division
New Jersey Economic Development Authority (NJEDA)
P.O. Box 990
Trenton, New Jersey 08625-0990
609-858-6869
Fax: 609-278-7256
mchierici@njeda.com
For information about NJEDA's products and services, please visit us on the web: www.njeda.com

TMOLLC
TMOLLC-30646 New Jersey Division of Taxa   New Jersey Division of Taxation

51322
10/05/2016

Date	Description	Transaction #	Orig. Amt	Amt. Due	Discount	Amount
10/5/2016	GrowNJ App #209420	TMOLLC-001654	75.00	75.00		75.00
						75.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

TMOLLC
The Michaels Organization LLC
3 E. Stow Road; Suite 100
PO Box 994
Marlton NJ 08053

PNC Bank, N.A.
New Jersey 060,

55-760
312

51322

DATE 10/05/2016

$ ****75.00

PAY Seventy-Five Dollars and 00/100 Cents

TO THE ORDER OF New Jersey Division of Taxation

GROW NJ APP# 209420

[redacted]

TMOLLC
TMOLLC-30647 State of New Jersey State of New Jersey

51323
10/05/2016

Date	Description	Transaction #	Orig. Amt	Amt. Due	Discount	Amount
10/5/2016	GrowNJ App #209420	TMOLLC-001655	5,000.00	5,000.00		5,000.00
						5,000.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

TMOLLC
The Michaels Organization LLC
3 E. Stow Road; Suite 100
PO Box 994
Marlton NJ 08053

PNC Bank, N.A.
New Jersey 060,

55-760
312

51323

DATE 10/05/2016

$ ****5,000.00

PAY Five Thousand Dollars and 00/100 Cents

TO THE ORDER OF State of New Jersey

GROWNJ APP #209420

[redacted]

MEMORANDUM

To: Christina Fuentes

Date: October 24, 2016

Re: Grow New Jersey Application
The Michaels Organization
Application No. 209420

The Grow New Jersey Application of the Michaels Organization was filed online on October 18, 2016. In that regard, enclosed are the following checks for the application and tax clearance fees:

- Check #51323 in the amount of $5,000 representing the GrowNJ Application Fee.
- Check #51322 in the amount of $75.00 representing the Tax Clearance application fee.

Camden Office Project – Caruso Place – Block 80.02 Lot 1

This construction project has three Grow NJ Applicants: 1 - Conner Strong & Buckelew, LLC, 2 - NFI, L.P., and 3 - The Michaels Organization LLC. Each company plans to move to the qualified business facility in Camden, NJ. A total of 884 employees are part of this Project.

The Property is identified as Unit C-1 on the Condominium Plan recorded by Liberty Property Trust ("LPT") on December 5, 2016 upon its acquisition of the Property. The project site is located in North Camden near the Benjamin Franklin Bridge. The entirety of the site is currently utilized as surface level parking lots.

The condominium unit encompassing Unit C-1 will be sold to Camden Partners Tower Equities, LLC ("Landlord"). Landlord will enter into a build-to-suit contract with Joseph Jingoli and Son Inc. for construction of the multi-tenant office building and parking garage upon the condominium unit site. Upon delivery of the office building and parking garage, Landlord will lease the building to Camden Partners Operating Company, LLC ("Operating Company"). Operating Company will sublease the office building and parking garage to the 3 tenants listed above.

The proposed office building will consist of a seven-floor garage and 11 floors of office and amenity space with 375,970 rentable square feet. The total estimated costs of the project are approximately $245,000,000, to be financed by a combination of debt from a syndicate of banks to be arranged by M&T Bank as agent, and owners' equity contributions from the tenants.

The Tenants will solely occupy a total of 313,183 sf in the office building. NFI will solely occupy 101,511sf, or 32.4 percent, Michaels will solely occupy 101,511 sf or 32.4 percent, and Conner Strong will solely occupy 110,161 sf or 35.2 percent. The remaining 62,787 sf of space is the lobby, mechanical, amenity and other common space within the building, the cost of which is shared pro rata. The proposed parking garage will be restricted to the exclusive use of the C-1 Tenants. (See attached schedule for greater detail of this square footage.)

Each Tenant's share of the Landlord's total estimated capital investment is: NFI - $79,380,000, Michaels - $79,380,000, and Conner Strong - $86,240,000.

Landlord and each Tenant have entered into a Letter of Intent ("LOI") for the construction and lease of the building. The total cost of construction of the core and shell including the garage will be approximately $151,000,000. The total cost of the Landlord's allowance for fit out and other costs included in the capital expense are estimated at approximately $45,000,000. Other Landlord costs eligible toward the Tenant's capital expense amount to approximately $49,000,000, for a total of approximately $245,000,000.

Mark Chierici

From: Kevin Sheehan <ksheehan@parkermccay.com>
Sent: Tuesday, November 29, 2016 6:29 PM
To: Mark Chierici
Cc: Christina Fuentes
Subject: Camden Applications

Mark. You asked:

What are the lease termination dates for the properties in NJ for all 3 projects, and do those townships know there is potential for those employers to be moving employees from those townships?

CSB – their leases (both Marlton and Phila) expire March 2019. At this time they are trying to get the Camden building done in June 2109. They will do a short extension with their current landlords. They have had preliminary discussion with the LLS and do not see a problem.

TMO owns it building through a related entity. It would vacate its building to move.

NFI owns the Cherry Hill building and one of the Voorhees buildings through a related entity. It would be able to vacate and move. Cherry Hill will continue to be occupied by NFI because it is a warehouse and office. Some of the non-grow qualified jobs could be located there.

Kevin D. Sheehan, Esquire
Shareholder
Real Estate and Land Use

PARKER McCAY
O: 856-985-4020
F: 856-552-1427
ksheehan@parkermccay.com

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http://www.parkermccay.com

Division of Taxation

Services A to Z | Departments/Agencies | FAQs

Corporation Business Tax Payment
Payment Confirmation
PMT

FEIN:	[redacted]213/000	Year: 2011
Business Name:	MICHAELS MANAGEMENT SERVICES, INC.	

Your Payment Has Been Submitted To The Division.

You credit card transaction has successfully completed and your payment will be submitted to the Division for processing.

Payment: CORPORATION BUSINESS TAX
Miscellaneous Payment

Confirmation Number: 20-49732278

Payment Method: Credit Card
Payment Amount: $58.59
Portal Charge: $2.11
Total Amount Charged: $60.70

Return To Processing Center

Help | Logout

Custom Full Detail Wire Activity Report

PNC

Initiation Date: 03/10/2017 **03/10/2017 01:38:59 PM**

Account Summary	8026242178	Michael J Levitt	Amount		Count
		Total Debits :	[redacted]	USD	1

Account	Trace ID	Template ID	Template Name	Type	Value / Send Date	Beneficiary	Amount	Status	Fed Ref No.
[redacted]	201703828313			Domestic	3/10/2017	NJEDA Operating	411,693.75 USD	Confirmed	001186

Beneficiary Bank
[redacted]
Name: WELLS FARGO BANK, NA
Address: SAN FRANCISCO,CA

Wire TRN
170310027236

Beneficiary Information
Account: [redacted]

RFB: Grow NJ Award
OBI : Michael J. Levitt to NJEDA Opearting

Audit History
Initiated by: Kerrie Pokusa 03/10/2017 01:28 PM ET
Approved by: Komal Desai 03/10/2017 01:35 PM ET
Received by: BANK 03/10/2017 01:35 PM ET
Confirmed by: BANK 03/10/2017 01:35 PM ET

Grand Totals		Amount		Count
	Total Debits :	[redacted]	USD	1

Applicant: The Michaels Organization
Company: The Michaels Organization
Project: New Headquarters
Product: Grow New Jersey Program

Application ID #209420

List all local and/or state financial assistance being utilized in the proposed project including:

- development subsidies being requested or receiving - **EDA GrowNJ Assistance Tax Credits.**
- other state assistance – **None**
- low interest rate loans - **None**
- infrastructure improvements - **None**
- property tax abatements and exemptions – **Tax exemption pursuant to NJSA 52:27D-489s.**
- training grant assistance - **TBD**

Please specify program name, granting body, dollar amounts or value, terms and status of application.

Map Report: 1

Disclaimer: The data returned in this query is for informational purposes only. It is necessary to check all categories (Environmental, Economic Growth/Planning and Work Force/Demographic) to determine all possible constraints that might exist in or near your particular location.

Reference Layers

Reference Layers

Parcels

Block: 81.06
Lot: 3.02
County: Camden
Municipality: CAMDEN CITY
Owner: CAMDEN TOWN CENTER, LLC
Property Location: RIVERSIDE DRIVE
Property Class: 4A
Acres: 2
Land Value: $984,200
Improvement Value: $172,900
Net Value: $1,157,100
Last Year Taxes: $31,866.53

Public Use Airports	Not Applicable
Commuter Rail Stations	Aquarium
Commuter Rail Lines	Not Applicable

Economic Growth

Economic Opportunity Act

Please Note: The final award determination will be made by New Jersey Economic Development Authority (NJEDA) in an independent review and at NJEDA's sole discretion based upon geographic and non-geographic criteria

Base Grant Contributions

✔ GSGZ

- ✔ Urban Aid
- ✔ Mega Project Eligible
- ✔ Urban Transit Hub Municipalities
- ✖ Transit Village
- ✔ Urban Transit Hub
- ✔ Transit Oriented Development
- ✔ Distressed Municipality
- ✖ Priority Area
- ✖ Other Eligible Area

Other Contributing Factors

- ✔ Area in Need of Redevelopment
- ✖ Area in Need of Rehabilitation
- ✖ Aviation District
- ✖ CHOICE Neighborhood
- ✔ Deep Poverty Pocket
- ✖ Federal Military Base Closure and Realignment Commission (BRAC) Land
- ✖ Highlands Development Credit Receiving Area or Redevelopment Area
- ✖ Located in an area in need of redevelopment located within 1/4 mile of at least two NJ State highways
- ✔ Located in Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean or Salem Counties with a 2007 Municipality Revitalization Index Greater than 465
- ✖ Located within 1/2 mile of a light rail station constructed after 9/18/13
- ✖ Meadowlands
- ✖ Pinelands Regional Growth Area, town, Village or Federal Military Installation
- ✔ Port District

✔ Qualified Incentives Area

✘ Sports and Exposition Land in Hackensack Meadowlands District

State Plan - Planning Area: METROPOLITAN, PA 1

✔ State Plan - Designated Center

✘ State Plan - Growth Center

Economic Growth

Brownfield Sites	Not Applicable
Urban Enterprise Zones	Yes
Innovation Zones	Yes
Urban Aid Communities	Yes
Areas in Need of Redevelopment	Yes
Areas in Need of Rehabilitation	Not Applicable
Municipal Revitalization Index	Rank: 566
Urban Coordinating Council Qualified Municipalities	Yes
NJ Redevelopment Authority Eligible Municipalities	Yes
Main Street New Jersey Program Focus Areas	Not Applicable

Planning

Planning

Smart Growth Areas	Yes
Endorsed Plans	Not Applicable
Designated Centers	Camden
Cores	Not Applicable
Nodes	Not Applicable
Critical Environmental Sites	Not Applicable
Historical and Cultural Sites by State Plan	Not Applicable

State Planning Areas

Planning Area Name: Metropolitan
Planning Area ID: 1

Sewer Service Areas

Wastewater Mgt Plan: Camden County Mua
Type: SW
Facility Name: Delaware No 1 WPCF
Wastewater Mgmt Plan Agency: CCMUA

Environmental

Land Use/Conservation

CAFRA Area	Not Applicable
Meadowlands District	Not Applicable
Pinelands Area	Not Applicable
Highlands Area	Not Applicable
Well Head Protection Areas	Not Applicable
Land Use/Land Cover, Urban	General: Urban Category: Stadium, Theaters, Cultural Centers And Zoos
Land Use/Land Cover, Non-Urban	Not Applicable

Water/Wetlands

Streams	Not Applicable
Category 1 Waters	Not Applicable
Water Bodies	Not Applicable

Wetlands

	Not Applicable

Contaminated Sites

Deed Notice Extents for Known Contaminated Sites	Not Applicable
Groundwater Contamination Extents - Known Sources	Not Applicable
Groundwater Contamination Extents - Unknown Sources	Not Applicable

Work Force / Demographic

Municipal Work Force Statistics

Total Labor Force (per sq mile)	3,152
Labor Force Unemployed	19%
Total Number of Local Employers / Establishments Covered by Unemployment Insurance	1124
Total Employment by Local Employers / Establishments Covered by Unemployment Insurance	33,752

Municipal Demographics

Population (per sq mile)	8,670
High School Graduation Rates	59%
College Graduation Rates	6%
Per Capita Income	$11,967
Residential Housing Units Authorized by Building Permits	197
Congressional Districts	District 1
Legislative Districts	District 5

HMFA

HMFA

HMFA Program Eligibility

CHOICE Area	Difficult Development Area (DDA)	Economic Revitalization Area (ERA)	Qualified Census Tract (QCT) List	Transit Village * (TV)	Urban Target Area (UTA)	Smart Growth Area	Live Where You Work
✓	✗	✓	✓	✗	✗	✓	✓

* Contact the Department of Transportation at 609-530-6542 to confirm Transit Village status.

Programs	Eligibility
	HMFA Programs for Developers
Low Income Housing Tax Credits	You are eligible to apply for Low Income Housing Tax Credits. Please reference the most current QAP for guidance, on the **QAP** (http://www.state.nj.us/dca/hmfa/developers/credits/allocations/qap.shtml) web site. You are in a Qualified Census Tract (QCT), as of 2013. You are in a Smart Growth Area. Please reference the most current QAP for guidance on the **QAP** (http://www.state.nj.us/dca/hmfa/developers/credits/allocations/qap.shtml) web site. For more information please email (mailto:jpena@njhmfa.state.nj.us) call 609.278.7629 or visit the program's website (http://www.state.nj.us/dca/hmfa/developers/credits/)
CHOICE	You may be eligible to receive financing and subsidy for single-family and two-family rehabilitation and new construction home ownership projects. For more information please email (mailto:akasperek@njhmfa.state.nj.us) call 609.278.8829 or visit the program's website (http://www.state.nj.us/dca/hmfa/developers/choice)
Multifamily Programs	You may be eligible for lending for multifamily rental housing construction and/or permanent loans. For more information please email (mailto:mrodriguez@njhmfa.state.nj.us) call 609.278.7526 or visit the program's website (http://www.state.nj.us/dca/hmfa/developers/multi/)
	HMFA Programs for Homebuyers

Homebuyer Programs	First Time Homebuyer Program (http://www.state.nj.us/dca/hmfa/homeownership/buyers/first) You may be eligible for the first-time homebuyer mortgage program if you have not owned a home in the last three (3) years. Please contact the HMFA Single Family division at **1-800-NJ-HOUSE (654-6873)** for more information. Smart Start Program (http://www.state.nj.us/dca/hmfa/homeownership/buyers/smart) You are in a Smart Growth Area. If you are a first time or Urban Target Area homebuyer, you may be eligible for down payment and closing cost assistance, totaling up to 4% of your HMFA mortgage, through the Smart Start program. Live Where You Work Program (http://www.state.nj.us/dca/hmfa/homeownership/buyers/live) If you are a first time or Urban Target Area homebuyer, you may be eligible for the Live Where You Work program if you are also employed in the town where you are purchasing a home. You may be eligible for a low interest mortgage, more flexible underwriting and down payment and closing cost assistance, totaling up to 4% of your HMFA mortgage. For more information please call 1.800.NJ.House or visit the program's website (http://www.state.nj.us/dca/hmfa/homeownership/buyers/)

Note: There are many HMFA resources for developers and consumers that are not location based. For more information, please visit the HMFA website (http://www.state.nj.us/dca/hmfa/homeownership/buyers/)

Census Data Results for 2010

County:	Camden County			
Municipality:	Camden city			
Congressional District:	1			
Legislative District:	5			
Census Tract #:	6103			
Census Block Group #:	1			
	Census Block Group # (1)	Census Tract# (6103)	Municipality (Camden city)	County (Camden County)
SOCIAL CHARACTERISTICS				

Total Population	2253	2253	78047	513574
# Families	259	259	17858	129833
% Population (18+yrs)	91.9	91.9	68.3	75.2
% Unemployed	No data	10.1	19.3	9.2
% Commuting to Work	No data	90.3	98.7	97.2
ECONOMIC CHARACTERISTICS				
Median Household Income ($)	15130	15130	27027	60976
Median Family Income ($)	68274	68274	29118	74385
% Population Below Poverty	No data	33.6	36.1	11.2
% Families Below Poverty	13.1	13.1	33.5	8.9
HOUSING CHARACTERISTICS				
Total Housing Units	1275	1275	30400	204435
% Renter Occupied Units	72.5	72.5	48.5	28.3
% Owner Occupied Units	15.3	15.3	34.7	65
% Vacant	12.2	12.2	16.8	6.7
% Homeowners with Mortgage	86.2	86.2	58.5	72.9
Median Rent ($)	784	784	783	897

Data Source: American Community Survey 5-year estimates, 2005 – 2010Data Source: American Community Survey 5-year estimates, 2005 – 2010
See ACS Data Guidance for further information and margin-of-error values (http://www.census.gov/acs/www/guidance_for_data_users/guidance_main/)

Census Data Results for 2000

County:	Camden County
Municipality:	Camden city
Congressional District:	1

Legislative District:	5			
Census Tract #:	6005			
Census Block Group #:	1			
	Census Block Group # (1)	Census Tract# (6005)	Municipality (Camden city)	County (Camden County)
SOCIAL CHARACTERISTICS				
Total Population	826	826	79904	508932
# Families	119	119	17655	130729
% Population (18+yrs)	43.49	43.494424	48.07	76.67
% Unemployed	26.13	26.126126	15.18	5.9
% Commuting to Work	54	54	67.74	85.36
ECONOMIC CHARACTERISTICS				
Median Household Income ($)	8569	8569	23421	48097
Median Family Income ($)	14196	14196	24612	57429
% Population Below Poverty	50.97	50.968523	35.52	10.44
% Families Below Poverty	53.78	53.781513	32.78	8.11
HOUSING CHARACTERISTICS				
Total Housing Units	625	625	29769	199679
% Renter Occupied Units	89.69	89.694656	54.01	30.01
% Owner Occupied Units	8.64	8.64	37.35	65.11
% Vacant	16.16	16.16	18.78	6.98
% Homeowners with Mortgage	21.21	0.212121	57.79	72.02
Median Rent ($)	308	308	522	635

Data Source: Census 2000 (http://www.census.gov/)

State of New Jersey
Division of Taxation
Business Assistance Clearance Section
50 Barrack Street – 9th Floor
P.O. Box 272
Trenton, NJ 08695-0272

APPLICATION FOR TAX CLEARANCE – BUSINESS ASSISTANCE AND INCENTIVES
Application Fee Required
Standard processing $75.00
Expedited processing (a response within 3 business days) $200.00

Legal Name of Applicant The Michaels Organization, LLC

Trade Name of Applicant The Michaels Organization

Business Location Address 3 East Stow Road, Marlton, New Jersey 08053

Mailing Address for Clearance Certificate (If different from Business Location Address)

NJ Tax Registration # [redacted]508 FID/TIN # [redacted]382

Type of Business Real estate developer

List All Officers or Partners on page 2 of application.
Please list on page 2 of this application any parent company, subsidiary or other related entity **that will directly benefit from this assistance.**

Name of Issuer State Agency Economic Development Authority Due Date 10/31/2016

Name of Assistance Program Grow New Jersey Application# 209420

Agency Contact Person Christina Fuentes

Agency Contact Address 36 West State Street, Trenton, NJ

Agency Contact Phone # (609) 858-6663 Agency Contact Fax #

Agency Contact Email cfuentes@njeda.com

I certify that I am autho rized to complete this tax clearance application; that it is true and complete; and that if any informatio n contained in this tax clearan ce application is willfully false, I may be subje ct to penalty.

I understand that the Division of Taxation may communicate to the issuer Stat e agency, the status of th e tax compliance of the applicant. By signing this tax clearance application, I consent to the release of such general status information by the Division of Taxation.

[signature]	Chief Financial Officer	10/17/2016
Signature of Authorized Representative	Title	Date
Joseph F. Purcell	(856) 797-8969	* Required*
Print Name / Contact	Phone Number	

Name of Applicant The Michaels Organization, LLC NJ Tax Registration # [redacted]508

Effective July 1, 2007, P.L. 2007, c. 101 established a tax clearance program for awards of certain business assistance and incentive programs, including but not limited to a grant, loan, loan guarantee, or other monetary or financial benefit issued by the State and its independent agencies and authorities to assist in the conduct or operation of a business, occupation, trade, or profession in the State. As a precondition to or as a component of the application process, the applicant must provide to the State agency a current tax clearance certificate issued by the Director of the Division of Taxation.

This application form is intended to provide the Division of Taxation with the necessary information to conduct its research and determine if the applicant is compliant with New Jersey tax laws such that a tax clearance certificate may be issued. If the Director determines that the applicant has not filed all required tax returns and has not paid all tax, penalties, interest, or fees due, the Director shall issue a notice to the applicant of the particulars to be resolved before a tax clearance certificate may be issued.

Effective March 1, 2009, a fee will be imposed for all Applications for Tax Clearance – Business Assistance and Incentives. The application fee is $75.00 for standard processing. An expedited service (response within three (3) business days) is available for $200.00. The fee is non -refundable and will cover updates, if needed for this application, for up to one year. Payment must be made by check or money order payable to the "New Jersey Division of Taxation".

All Applications must be mailed or hand delivered to the Taxation address. Applications received without payment will not be processed.

Questions about the tax clearance process may be directed to: (609) 292-6400.
Questions about the award process should be directed to the specific State Agency noted on page 1.

The following information is required to verify and/or update our records.

List of Officers or Partners:

Name	Address	Social Security #
Michael J. Levitt	236 N. Derby Ave., #1004, Ventnor, NJ 08406	[redacted]

Attach additional pages as necessary.

LIST RELATED ENTITIES THAT DIRECTLY BENEFIT FROM THIS ASSISTANCE

Information on related entities: (Name, Address, Relationship, Taxpayer Identification Number & Type of Business)

Michaels Development Company I, LP Tax-ID #[redacted]621 ; Prestige Building Company, LLC Tax-ID [redacted]284

Interstate Realty Management Company Tax-ID #2[redacted]047 ; Riverside Capital, LLC Tax-ID #[redacted]58

University Student Living, LLC Tax-ID #[redacted]693; Michaels Management Services, Inc. Tax-ID #[redacted]13

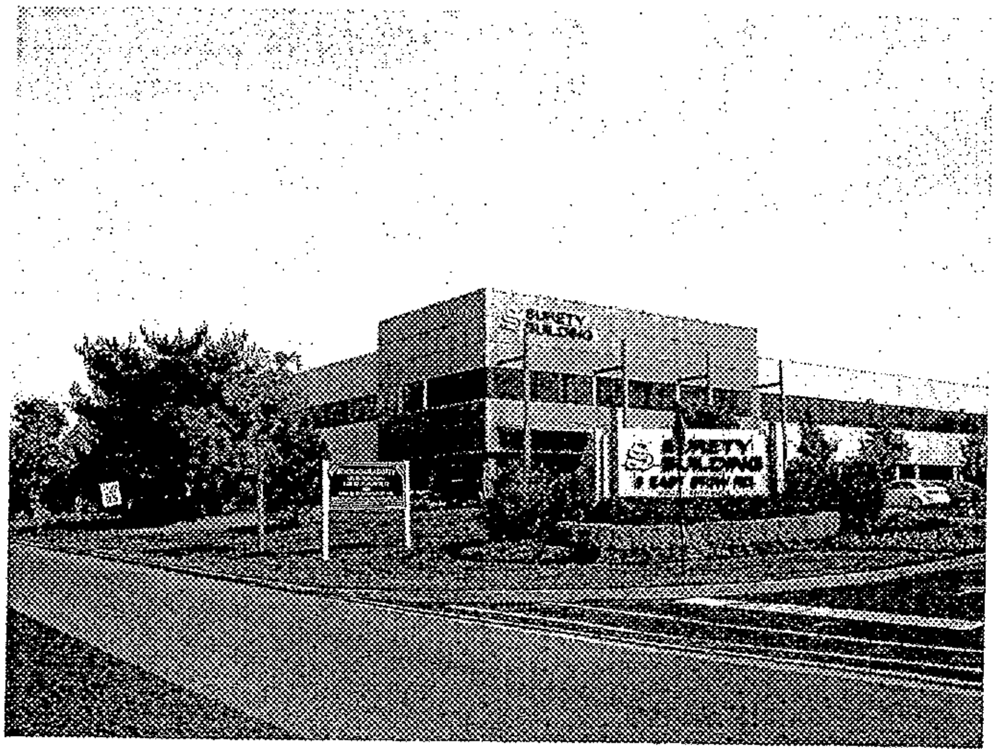
University Student Living Management, LLC Tax-ID #[redacted]319; Real Property Data Processing, Inc. Tax-ID [redacted]773

I certify the information on this page is correct.

(Signature of Authorized Representative) 10/17/16 (Date)

INTRODUCTION

Summary of Important Conclusions



Subject Property:

The subject property is the Surety Office Building, a two-story office building, containing 63,871 square feet of gross building area with 61,652 square feet of rentable building area situated on a 5.64 acre lot located along the easterly side of East Stow Road. All but 9,926 square feet of the building consists of finished office area. The 9,926 square feet of area is utilized as warehouse space.

The building was acquired in 2003 and subsequently underwent a major renovation at a cost of between four and five million dollars for its conversion to primarily office use.

Land Use Controls: IP-Industrial Park

Highest and Best Use:

As Vacant Office Use

As Improved Office Use

SURETY TITLE CORPORATION

EXHIBIT "A"

LEGAL DESCRIPTION

File No: 5977ST-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Evesham Township, Burlington County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the northeasterly line of Stow Road (60.00 feet wide) where the same is intersected by the northwesterly line of Block 2.05, Lot 12 said point being a total arc and tangent distance of 205.36 feet northwestwardly from the northwesterly end of a curve connecting said line of Stow Road with the northwesterly line of Greentree Road (66.00 feet wide) and from said beginning point runs; thence, along the aforesaid northeasterly line of Stow Road;

1) North 27 degrees 58 minutes 20 seconds West, 614.20 feet to a point corner to Block 2.05, Lot 10; thence along the southeasterly line of said Lot 10;

2) North 62 degrees 01 minutes 40 seconds East, 400.00 feet to a point in the Block Limit; thence along said line

3) South 27 degrees 58 minutes 20 seconds East, 614.20 feet to a point corner to the aforementioned Lot 12; thence along the aforementioned northwesterly line of said Lot 12;

4) South 62 degrees 01 minutes 40 seconds West, 400.00 feet ot the point and place of Beginning.

BEING premises No. 3 Stow Road.

BEING Block: 2.05, Lot: 11

Mark Chierici

From: Kevin Sheehan <ksheehan@parkermccay.com>
Sent: Friday, February 24, 2017 9:21 AM
To: Mark Chierici
Subject: RE: NFI, CSB and TMO - Grow NJ Project - New follow up questions
Attachments: e - TMO - Camden Letter of Intent 2.17.17.pdf; e - CSB - Camden Letter of Intent 2.17.17.pdf; e - NFI - Camden Letter of Intent 2.17.17.pdf

Mark. I wanted to get the responses below over to you without waiting for the first two items. I will get the information for 1 & 2 to you as soon as I get the information.

Kevin D. Sheehan, Esquire
Shareholder
Real Estate and Land Use

PARKER McCAY P.A.
O: 856-985-4020
ksheehan@parkermccay.com

From: Mark Chierici [mailto:MChierici@njeda.com]
Sent: Thursday, February 23, 2017 2:45 PM
To: Kevin Sheehan
Cc: Christina Fuentes
Subject: NFI, CSB and TMO - Grow NJ Project - New follow up questions

Kevin,

Here are several questions which impact all 3 applicants' submissions, so I sent them together.

1 LOI – do we have a revised LOI showing all of the assumptions shown on the revised CBA's? I will need to have them for all 3 companies.

As we discussed the clients have been viewing the space with a broker. I will forward the updated LOIs upon receipt.

2 What about the alternate sites in Philadelphia? Please send any revised LOI information there, as dates may have changed due to the delays in going to the EDA Board.

See 3 LOIs for Camden Attached.

3 Please provide support from a vendor and/or contractor for any revisions in upfront costs on either side of the CBA.

I am supposed to get the backup for the project costs from Jingoli today. I will forward upon receipt.

4 The original block and lot in the application were: Block 81.06, Lots: 3.01 & 3.02. The revised Project Summary Narrative Update says: "The proposed office building and parking garage are located upon Unit C-1 on the Camden Waterfront Development Condominium Plan identified as Block 80.02 Lot 1 on the Tax Map of the City of Camden." Which is correct?

As we discussed, after Liberty purchased the individual lots, they consolidated all of the lots into one tax parcel – Block 80.02 Lot 1. It then created a condominium regime where the land on which each of the buildings is located is a "unit." The land on which the Camden Partners building will be located is identified as Unit C-1. That will be the tax reference on the Tax map once it is updated to reflect the filed consolidation plan.

5 Please explain the nature of the "Permits & Fees" amounts on the CBA for both locations, for each applicant. The Phila amounts are near triple, those of NJ, although the PA site is an existing facility. Why is that?

The permits and fees on the Camden side are the pro rata share of the [redacted] Permit line item on the Camden Office Project Budget sheet and the [redacted] connection fees – water/sewer line item.

As we discussed, the cost on line 43 Permits & fees Philadelphia should be a separate line item. Those costs are made up of the items identified on line 73 under the Assumptions as Other one-item costs. I apologize for not putting that cost on the correct line.

6 There is an "adjustment for up-front costs PSF due to rounding". What is that representing?

The total project cost is $245Milliion. The hard construction costs (Core & Shell and Interior Fit Out) are $196,217,557. The total amount of sf is 366,868. When I divide the total hard cost by the square footage I get $534.845113 or 534.85. All other costs are as shown on the Camden Office Tower Costs and Space update sheet in Tab 1. When I plug the cost/sf into your spreadsheet it gives me a number that is not equal to the pro rata share of the hard costs shown on the Project Cost sheet. The "adjustment" is plugged in so that the total one-time upfront costs match the actual total project costs shown on the other sheets. I could not figure out how to get the CBA to match the Project Cost sheet since I cannot manipulate line I27 on the CBA other than changing the area or the $/sf.

7 Are all of the financing costs and capitalized interest truly up-front, and incurred *prior to* project completion?

Yes. Interest and fees.

8 Just to confirm something from a couple months back – you have included the costs of the parking facility at the Camden site, but not the related square footage? Is that correct?

The cost of the garage is included in the cost of the project. It is shown as a line item on the Project Budget Detail sheet and rolled into the Building construction costs sheet on the CBA.

9 Do the applicants expect that at least 20% of their workforces will live in the housing that will be part of the mixed use development in Camden?

No.

Thanks,
Mark C.

Mark A. Chierici
Sr. Finance Officer
Bond and Incentives Division
New Jersey Economic Development Authority (NJEDA)
P.O. Box 990
Trenton, New Jersey 08625-0990
609-858-6869
Fax: 609-278-7256
mchierici@njeda.com

For information about NJEDA's products and services, please visit us on the web: [*www.njeda.com*](http://www.njeda.com)

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NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

April 20, 2017

Via email and regular mail
Jpurcell@themichaelsorg.com
Joseph F. Purcell, CFO
The Michaels Organization
3 East Stow Road
PO Box 994
Marlton, NJ 08053

Re: The Michaels Organization, LLC
P43584
Grow New Jersey Assistance ("Grow NJ") Program

Dear Mr. Purcell:

Your Grow NJ Tax Credit ("Grow NJ Tax Credit") approved on March 24, 2017 is hereby awarded subject to the terms and conditions of the Grow New Jersey Assistance Act, P.L. 2011, c. 149, as amended by, among other laws, P.L. 2013, c. 161 and P.L. 2014, c. 63 (the "Act"); the Grow NJ Program regulations, N.J.A.C. 19:31-18.1 et seq., subject to final amendments to the regulations; and the terms and conditions set forth below and in the Incentive Agreement, which must be executed by Recipient as one of the preconditions of program eligibility. Recipient has been approved for an award under the Capital Investment Alternative (subsubparagraph ii. of subparagraphs (a) through (e) of subsection d. of N.J.S.A. 34:1B-246). This Approval Letter does not purport to summarize the entire Act and regulations and is subject to same. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

The Authority makes no warranties or representations about, and is not liable for damages resulting from, the issuance, non-issuance, use, sale, or marketability of the tax credits. The Recipient acknowledges the risks of relying on the use and sale of the tax credit to finance the Project. Recipient further acknowledges and accepts that the Legislature may enact further changes to the Act or to tax laws and that the terms and conditions set forth herein and in the Incentive Agreement, including the tax credit amount and when such amounts may be applied, are subject to changes to the Act and implementing Regulations and to tax laws.

RECIPIENT:	The Michaels Organization, LLC
DATE OF BOARD APPROVAL:	March 24, 2017
PROJECT:	Creation of 87 new Grow NJ eligible jobs and relocation and retention of 188 Grow NJ eligible jobs from Marlton, New Jersey to a new, non-industrial premises consisting of 121,862 square feet, which consists of 101,511 square feet of office space to accommodate the Recipient's headquarters and 20,351 square feet of Recipient's pro-rata share of the building's retail and lobby, mechanical, amenity, and other common space.
QUALIFIED BUSINESS FACILITY LOCATION:	Caruso Place, Unit C-1, Block 80.02, Lot 1, City of Camden, Camden County, New Jersey (which is located in a Qualified Incentive Area – Garden State Growth Zone* that qualifies under the Municipal Rehabilitation and Economic Recovery Act)
ELIGIBILITY PERIOD COMMENCEMENT DATE:	Date the Authority accepts the Project Completion certifications after satisfaction of the conditions set forth herein.
ELIGIBILITY PERIOD:	Ten (10) years starting on the Eligibility Period Commencement Date.

* Projects located in a Garden State Growth Zone may be eligible for an additional tax credit as described in the last paragraph of the "Conditions to Use of Tax Credit Certificate" section.

COMMITMENT PERIOD:	1.5 times the Eligibility Period starting on the Eligibility Period Commencement Date.
MAXIMUM GROW NJ ELIGIBLE JOBS:	New: 87 Retained: 188 (of which 188 are new to Camden). Total Grow NJ Eligible Jobs: 275
MAXIMUM ELIGIBLE CAPITAL INVESTMENT:	79,380,000
MAXIMUM TOTAL ANNUAL AWARD:	$7,937,875
MAXIMUM ANNUAL CREDIT PER GROW NJ ELIGIBLE JOB:	$28,865 (based on Project Completion certifications of 275 Grow NJ eligible jobs new to Camden and $79,380,000 capital investment).
MINIMUM CAPITAL INVESTMENT TO QUALIFY UNDER THE CAPITAL INVESTMENT ALTERNATIVE:	$5,000,000 (but $9,748,960 is required to be eligible for the Grow NJ Program based on 121,862 sq. ft. of gross leasable area).
MINIMUM GROW NJ ELIGIBLE JOBS NEW TO CAMDEN TO QUALIFY UNDER THE CAPITAL INVESTMENT ALTERNATIVE:	35 (but 250 is required to be eligible for the entire $79,378,750 award)

MAXIMUM GROW NJ TAX CREDIT AMOUNT:	Maximum Grow NJ Tax Credit amount not to exceed $79,378,750, calculated based on the Maximum Total Annual Award per year for a period of 10 years. For each tax accounting or privilege period during the Eligibility Period, the Grow NJ Tax Credit shall be applied in an amount no greater than the total credit amount divided by the duration of the Eligibility Period in years (fractions of a cent rounded down) subject to the reduction and forfeiture provision set forth below.*
NUMBER OF STATEWIDE EMPLOYEES: (IN TAX PERIOD PRIOR TO APPROVAL)	404 ("Statewide Workforce")
DEADLINE FOR SUBMISSION OF CAPITAL INVESTMENT AND EMPLOYMENT REQUIREMENT ("PROJECT COMPLETION") CERTIFICATIONS:	March 24, 2021 **(Project Completion Date = 3 years plus two six-month extensions, but in no event can the tax credit be issued more than 4 years from date of Board approval)**
TAX CREDIT CERTIFICATE ISSUANCE FEE:	A non-refundable fee of up to $ 396,893.75 paid to the Authority, which amount represents 0.5% of the actual tax credit, not to exceed $500,000, due prior to receipt of the tax credit certificate.

* The credit amount may be taken by the tax certificate holder for the tax period for which it was issued or may be carried forward for use by the tax certificate holder in any of the next 20 successive tax periods, and shall expire thereafter. The tax certificate holder may transfer the tax credit amount on or after the date of issuance or at any time within three years of the date of issuance for use by the transferee in the tax period during which it was transferred or in any of the next three successive tax periods. **Notwithstanding the foregoing, it will be the responsibility of the Recipient to ensure that no more than the amount of tax credits equal to the total credit amount divided by the duration of the eligibility period in years may be taken in any tax period.**

ANNUAL SERVICING FEE:	Annual non-refundable fee of up to $ 75,000 paid to the Authority, which represents 2% of the actual annual tax credit amount not to exceed $75,000, each year during the Eligibility Period at the time Recipient submits its annual report required to receive a letter of compliance from the Authority.
TAX CREDIT TRANSFER FEE, IF APPLICABLE:	A non-refundable transfer fee of $5,000, and $2,500 per additional request made annually, upon application for a tax credit transfer certificate and per application for permission to pledge a tax credit transfer certificate purchase contract as collateral. All transfers must be for not less than $25,000 in tax credits.
ANALYSIS FEE:	Recipient shall pay the Authority the full amount of direct costs of an analysis by a third party retained by the Authority, if the Authority deems such retention to be necessary.
ADDITIONAL FEES:	In addition, modification fees are due when the Authority is requested to consider an administrative change, addition, or modification to an existing transaction, including, but not limited to, adding an Affiliate.

CONDITIONS OF APPROVAL:

In order to maintain the award of the Grow NJ Tax Credit, the Recipient must submit the following information to the Authority:

i) On or before March 24, 2019 the following Progress Information:

1. Copy of site plan approval from the City of Camden and Camden County permitting the development of the Project, if applicable;
2. Copy of committed financing for the Project, if applicable, or evidence of self-financing;

3. Documentation evidencing that Recipient has control of the site of the Qualified Business Facility (subsections 1, 2 and 3 shall collectively constitute the "Progress Information"). Unless the Recipient has indicated otherwise in its Grow NJ application, the document evidencing site control shall not have been executed prior to March 24, 2017. If the Recipient is a tenant, a copy of the executed lease (or, if a sub-lessee, then a copy of the sublease and lease) must be provided, and the term of the lease (including renewal options) must extend for at least the duration of the Commitment Period; and

ii) On September 24, 2017 and every six (6) months thereafter until completion of the Project, an update of the status of the Project ("Project Status Updates") together with a current Tax Clearance Certificate for the Recipient not more than 180 days old.

iii) Prior to the commencement of construction, Recipient will submit to the Authority for its approval a plan ("Green Building Plan") to meet the Authority's Green Building Standards Policy regarding the use of renewable energy, energy-efficient technology, and non-renewable resources in order to reduce environmental degradation and encourage long-term cost reduction, which is available at http://www.njeda.com/pdfs/GreenBuildingGuidance.aspx ("Green Building Requirements"). **Failure to submit the Green Building Plan within the indicated time frame may lead to forfeiture of the Grow NJ Tax Credit.**

Unless otherwise determined by the Authority in its sole discretion, failure by Recipient to submit the Progress Information and the Project Status Updates in a form acceptable to the Authority by the end of business, 5 p.m., on the indicated dates will result in immediate expiration of the Authority's approval of the Grow NJ Tax Credit, without further action by the Authority.

The Authority approval is based on information set forth in your Grow NJ application and any other supplement information provided. Recipient shall disclose to the Authority any substantive changes in such information, including any substantive changes in public financial support; such changes must be reviewed and approved by the Authority and may affect eligibility. If the Project Completion certifications indicate that the capital investment or number of new and/or retained full-time jobs is less than the Capital Investment or Grow NJ Jobs to be eligible for the Grow NJ Program, which are $80 per square foot ($9,748,960 based on 121,862 square feet of gross leasable area) ("Program Eligibility Capital Investment") and 27 new and 38 retained full-time jobs, respectively ("Program Eligibility Jobs"), Recipient shall no longer be eligible for tax credits. The size of the grant is based on Recipient qualifying under the Capital Investment Alternative; failure to do so will require a re-evaluation by the Authority Board of the approval and award for the Recipient. To be eligible as a new or retained full-time employee, the employee must have his or her primary office at the Qualified Business Facility and must spend at least 80 percent of his or her time there at the Qualified Business Facility, or any other period of time generally accepted by custom or practice as full-time employment at the Qualified Business Facility, as determined by the Authority.

Within 15 days of receipt of the submission of the Progress Information and Project Status Updates, the Authority will inform the Recipient whether the documentation submitted is sufficient to maintain award of the Grow NJ Tax Credit.

Provided the documentation relating to the Progress Information required above is in a form acceptable to the Authority, the Authority will forward an executable Incentive Agreement to the Recipient.

Within 10 business days of transmittal of said Incentive Agreement or by the date the Recipient submits its Capital Investment and employee certifications, whichever is earlier, the Recipient must execute and return the Incentive Agreement to the Authority. Conditions to maintaining approval are set forth in the Incentive Agreement and include, but are not limited to:

a. Covenant that the Recipient will provide health benefits for eligible employees under a health benefits plan authorized pursuant to State or federal law. With respect to a logistics, manufacturing, energy, defense, aviation, or maritime business, excluding primarily warehouse or distribution operations, located in a port district having a container terminal: the requirement that employee health benefits are to be provided shall be deemed to be satisfied if such benefits are provided in accordance with industry practice by a third party obligated to provide such benefits pursuant to a collective bargaining agreement; full-time employment shall include, but not be limited to, employees that have been hired by way of a labor union hiring hall or its equivalent; 35 hours of employment per week at a qualified business facility shall constitute one "full-time employee" regardless of whether or not the hours of work were performed by one or more persons.

b. Covenant that prevailing wages have been and will be paid to construction workers at the Qualified Business Facility and that those contractors comply with the Authority's Affirmative Action Program as set forth at N.J.A.C. 19:30-3 et seq., and to the extent that Recipient undertakes construction/renovation/leasehold improvements/installation of equipment at the Qualified Business Facility within two (2) years from the date the first letter of compliance is issued to the Recipient, prevailing wage rate will be paid and the Authority's affirmative action rules and regulations apply ("Prevailing Wage and Affirmative Action Requirements").

c. If, at any time after Board Approval and until the end of the Commitment Period, Recipient should become aware of any facts that materially alter, change, or render incomplete its answers to the questions in the Grow NJ application pertaining to the Authority's Disqualification/Debarment Regulations at N.J.A.C. 19:30-2.1, et seq., Recipient shall have a duty to immediately report such facts to the Authority in writing. **NO LETTER OF COMPLIANCE SHALL BE ISSUED IF RECIPIENT HAS BEEN DEBARRED, DISQUALIFIED, OR SUSPENDED BY THE AUTHORITY. A DEBARMENT, DISQUALIFICATION, OR SUSPENSION FOR A PERIOD OF TWO YEARS OR MORE SHALL BE AN EVENT OF DEFAULT.**

d. Covenant that, in each tax period during the Commitment Period, the number of full-time employees in Recipient's Statewide workforce for that year will be at least 80% of the Statewide Workforce. **FAILURE TO DO SO AS A RESULT OF A RELOCATION OUTSIDE OF THE STATE MAY RESULT IN AN EVENT OF DEFAULT, AND RECIPIENT MAY BE REQUIRED TO REPAY THE AMOUNT OF TAX CREDITS AWARDED.**

e. No more than 7.5 percent of the Project may be included as retail facilities, and no more than the pro-rata number of full-time employees employed by any number of tenants or other occupants of the included retail facilities may be included in the aggregate.

Recapture provisions: THE INCENTIVE AGREEMENT WILL ALSO INCLUDE A COVENANT THAT RECIPIENT MUST MAINTAIN THE PROJECT AT THE QUALIFIED BUSINESS FACILITY FOR NOT LESS THAN THE COMMITMENT PERIOD WITH AT LEAST THE MINIMUM FULL-TIME EMPLOYEES AS REQUIRED BY THE PROGRAM, WHICH SHALL INCLUDE A CONSIDERATION OF THE NET POSITIVE ECONOMIC BENEFIT TEST AND THE AMOUNT OF TAX CREDITS PREVIOUSLY RECEIVED BY THE RECIPIENT DURING THE ELIGIBILITY PERIOD, AND A PROVISION TO PERMIT THE AUTHORITY TO RECAPTURE ALL OR PART OF ANY TAX CREDITS AWARDED, AT ITS DISCRETION, IF THE BUSINESS DOES NOT REMAIN IN COMPLIANCE WITH THIS PROVISION FOR THE COMMITMENT PERIOD.

THE AUTHORITY MAY PURSUE RECAPTURE AT ANY TIME DURING THE ELIGIBILITY PERIOD AND THE REMAINDER OF THE COMMITMENT PERIOD, INCLUDING DURING ANY PERIOD IN THE ELIGIBILITY PERIOD IN WHICH THE TAX CREDITS ARE FORFEITED PURSUANT TO N.J.A.C. 19:31-18.15.

In the Authority's discretion, failure of Recipient to submit an executed Incentive Agreement in a form acceptable to the Authority within ten (10) business days of the Authority's transmittal thereof will result in immediate expiration of the Authority's approval of the Grow NJ Tax Credit, without further action by the Authority.

CONDITIONS TO RECEIPT OF TAX CREDIT CERTIFICATE:

Upon completion of the Project and satisfaction of the Capital Investment and employment requirements, but no later than the Project Completion Date, Recipient must submit the following documents ("Tax Credit Certificate Documents") to receive a tax credit certificate:

1. A temporary certificate of occupancy and the detailed Project Completion certification by an independent certified public accountant acceptable to the Authority stating the total amount of the Recipient's Capital Investment in the Qualified Business Facility, provided that the eligible Capital Investments made or acquired by Recipient in the Qualified Business Facility must be at least the Program Eligibility Capital Investment to be eligible for the Grow NJ Tax Program. The amount of the Capital Investment in the certification shall be utilized by the Authority in the calculation of the Grant of Tax Credits and shall not be increased regardless of additional Capital Investment in the

Qualified Business Facility. In the event the Capital Investment is reduced below the Maximum Eligible Capital Investment, the Authority may re-evaluate the net positive economic benefit and reduce the size of the grant accordingly.

2. The detailed Project Completion certification by Recipient's chief financial officer acceptable to the Authority stating the actual number of eligible new and retained full-time employees employed in positions at the Qualified Business Facility, and the current number of full-time employees in Recipient's Statewide workforce. The number of full-time employees employed at the Qualified Business Facility must equal at least the Program Eligibility Jobs to be eligible for the Grow NJ Tax Program. Employee information must include the names, addresses, dates of hire, termination dates, annual salary, title and any other information as requested by the Authority. Except as set forth under the "Conditions to Use of Tax Credit Certificate" section, the certification shall not be increased regardless of additional employees at the Qualified Business Facility. If the number of new and retained full-time employees is reduced below the required number in subsections (b) through (e) in the Capital Investment Alternative, the size of the grant shall be adjusted under the subsection that corresponds to the reduced number of full-time employees. In the event the number of new and/or retained full-time jobs is reduced below the Maximum Grow NJ Eligible Jobs, the Authority may re-evaluate the net positive economic benefit and reduce the size of the grant accordingly.

3. As part of each Project Completion certification, a list of the Affiliates that contributed to the Capital Investment and to the full-time employees at the Qualified Business Facility and, for each such Affiliate, the number of full-time employees in New Jersey in the last tax period prior to the Authority's approval if that number was not provided in the Grow NJ application. **Please note: The term "Affiliate" is defined in the Act and the implementing regulations. In order to be considered an Affiliate for purposes of this program, an entity must meet the definition of Affiliate either by being a member of a controlled group of corporations with the Recipient as defined pursuant to section 1563 of the Internal Revenue Code of 1986 ("Code") or the entity is an organization in a group of organizations with the Recipient as defined pursuant to subsection (b) or (c) of section 414 of the Code, as demonstrated by the Recipient to the Authority either through a certification by an independent certified public accountant or an opinion of counsel. In the alternative, a Recipient may demonstrate that an entity is an Affiliate by presenting to the Authority a written determination of the Director of the Division of Taxation. Approval of Recipient's Grow NJ Tax Credit does not constitute approval or confirmation that the entities listed on its Grow NJ application meet the definition of Affiliate.**

4. All construction contracts regarding the Project must contain additional language as set forth in Authority Affirmative Action Addendum to Construction Contract. In addition, the general contractor must include said language in all subcontracts. Regulations, forms, and guidance documents (including an Affirmative Action and Prevailing Wage program summary) are available at www.njeda.com/affirmativeaction.

5. Covenant by the Recipient, that will be incorporated into the Agreement, that it will comply with all applicable law, and specifically, that the Project will comply with (i) the Authority's prevailing wage requirements as set forth in N.J.S.A. 34:1B-5.1, (ii) the Authority's affirmative action requirements as set forth in N.J.S.A. 34:1B-5.4, (iii) the Green Building Requirements, (iv) the Conflicts of Interest Law as set forth in N.J.S.A. 52:13D-12 et seq., (v) requirements of the Americans with Disabilities Act of 1990, 42 U.S.A. Sec. 12101 et seq. and implementing regulations, and (vi) requirements of all applicable New Jersey environmental laws.

6. When construction is completed, as a condition to receipt of the award, Recipient will be required to submit a certification from a licensed engineer that the Project has adhered in all material respects to the Green Building Plan.

7. A current Tax Clearance Certificate for the Recipient not more than 180 days old.

The Authority may modify the net positive economic benefit analysis from time to time. If the Authority re-evaluates the net positive economic benefit as stated in paragraphs 1 and 2 above, the Authority shall use the net positive economic benefit analysis in effect at the time of the re-evaluation.

The per full-time employee tax credit calculation will be established by dividing the number of full-time employees in the Project Completion certification into the lesser of the amount of capital investment in the Project Completion certification or the award of tax credits.

Upon a determination by the Authority that the Tax Credit Certificate Documents are acceptable, the Authority shall notify the Recipient and Director of the Division of Taxation and a Tax Credit Certificate will be issued to Recipient.

IN NO EVENT SHALL THE DATE ON WHICH THE TAX CREDIT CERTIFICATE IS ISSUED OCCUR LATER THAN FOUR YEARS FOLLOWING THE DATE OF THE AUTHORITY'S APPROVAL OF THE RECIPIENT'S GROW NJ APPLICATION.

Once the Tax Credit Certificate is issued, the Recipient may apply the amount of tax credits equal to the total tax credit amount divided by the duration of the Eligibility Period in years (fractions of a cent rounded down) to offset its tax liability in each tax privilege period with applicable carry forward provisions, beginning with liability that arises in the tax privilege period in which the Authority accepts the Project Completion certifications ("First Eligibility Tax Period"), subject to the conditions set forth below.

CONDITIONS TO USE OF TAX CREDIT CERTIFICATE:

After receipt of the Tax Credit Certificate, Recipient shall submit to the Authority, within 120 days after the end of the First Eligibility Tax Period and at the same time on an annual basis thereafter, a report certified by Recipient's chief financial officer as described below ("Annual Report"). Upon satisfactory review of all information submitted in the Annual Report, the Authority will issue a letter of compliance. No Tax Credit Certificate will be valid without the letter of compliance issued for the relevant tax period. Use of the Tax Credit Certificate shall be subject to the reduction and forfeiture provisions set forth below. The Annual Report shall include the following:

1. A certification acceptable to the Authority by the Recipient indicating whether or not the Recipient is aware of any condition, event or act which would cause the business not to be in compliance with the approval, the Act, the Incentive Agreement or the regulations promulgated thereunder.

2. A certification acceptable to the Authority by the Recipient indicating any change or anticipated change in the identity of the entities comprising the business that have elected to claim all or a portion of the credit, provided such entities have contributed either Capital Investments or employees to the Qualified Business Facility.

3. A current Tax Clearance Certificate for the Recipient not more than 180 days old.

4. For the relevant tax period, certification acceptable to the Authority stating the number of full-time employees employed at the Qualified Business Facility, the number of those employees that are employed in eligible new and retained full-time jobs, and the current number of full-time employees in Recipient's Statewide workforce, provided that: Full-time employment for the tax period shall be determined as the average of monthly full-time employment for that period. The certification must also list the Affiliates that contributed to the full-time employees at the Qualified Business Facility and, for each such Affiliate, the number of full-time employees in New Jersey in the last tax period prior to the Authority's approval if that number was not provided in the Grow NJ application. Employee information must include the names, addresses, dates of hire, termination dates, annual salary, title and any other information as requested by the Authority. This certification shall also indicate and verify that the bonus increase criteria have been met.

FAILURE TO SUBMIT A COMPLETE PACKAGE OF ALL INFORMATION REQUIREMENTS LISTED HEREINABOVE IN THIS SECTION WITHIN 120 DAYS AFTER THE END OF THE FIRST ELIGIBILITY TAX PERIOD AND AT THE SAME TIME ON AN ANNUAL BASIS THEREAFTER WILL LEAD TO FORFEITURE OF THE TAX CREDITS ALLOCABLE TO THAT YEAR UNLESS THE AUTHORITY DETERMINES THAT THERE ARE EXTENUATING CIRCUMSTANCES EXCUSING THE RECIPIENT OR TAX CREDIT TRANSFEREE FROM THE TIMELY FILING REQUIRED. IT MAY ALSO TRIGGER RECAPTURE.

Please note:

Any reduction in the number of eligible Grow NJ jobs shall proportionately reduce the amount of tax credits for that year based on the per full time employee calculation done at Project Completion certification, i.e. the number of full-time employees will be multiplied by the per full-time employee calculation done at certification. Also, if the number of eligible Grow NJ jobs is reduced below the required number in subsections (b) through (e) in the Capital Investment

Alternative, the tax credits that Recipient may take shall be rescored under the subsection that corresponds to the reduced number of eligible Grow NJ jobs. For purposes of illustration, if the Project Completion certification shows 255 Grow NJ jobs new to the municipality and tax credits are issued in the amount of $80 million, then the annual credit per Grow NJ job is $31,373 and a reduction to 250 Grow NJ jobs will reduce the tax credits that Recipient may take for that year to $7,843,250 (250 x $31,373). In the same illustration, a reduction to 249 Grow NJ jobs will reduce the tax credits that Recipient may take for that year to $5 million based on the annual cap in subsection (d) in the Capital Investment Alternative. Such reduction during the Eligibility Period and the remainder of the Commitment Period may cause the grant to be subject to forfeiture or recapture as set forth more fully in the Incentive Agreement.

The Authority reserves the right to audit any of the representations made and documents submitted in the Annual Report.

Recipient shall not change the location of the Qualified Business Facility, expand the Qualified Business Facility, or include any Grow NJ Job in an Annual Report for any month the job is not located in the Qualified Business Facility during the Commitment Period, without the prior written consent of the Authority, provided that any consent shall not affect any reduction, forfeiture, or recapture. Recipient shall maintain its existence as a legal entity and shall not sell, assign, transfer or otherwise dispose of all of its assets without the prior written consent of the Authority.

If, in any tax period during the Eligibility Period, the number of eligible full-time employees employed by Recipient at the Qualified Business Facility located within a Qualified Incentive Area drops below 80 percent of the number of new and retained full-time jobs specified in the Project Completion certification, then the Recipient shall forfeit its credit amount for that tax period and each subsequent tax period until the first tax period for which documentation demonstrating the restoration of the number of eligible full-time employees employed by the recipient at the Qualified Business Facility to 80 percent of the number of jobs specified in the Project Completion certification has been reviewed and approved by the Authority.

If, in any tax period during the Eligibility Period, the current number of full-time employees in Recipient's Statewide workforce has been reduced by more than 20% from the Statewide Workforce, the Recipient shall forfeit its credit amount for that tax period and each subsequent tax period, until the first tax period for which documentation demonstrating the restoration of the number of full-time employees to a number at least 80% of Recipient's Statewide Workforce has been reviewed and approved by the Authority, for which tax period and each subsequent conforming tax period the full amount of the annual credit shall be allowed. The Statewide workforce shall include the full-time employees in the last tax period prior to the Authority's Approval of any Affiliate that contributed to the full-time employees at the Qualified Business Facility in the tax period or contributed capital investment to the Project. The number of full-time employees in Recipient's Statewide workforce shall not include a new eligible position at the Qualified Business Facility unless the new eligible position is in addition to the number of full-time employees specified in the incentive agreement and Recipient is not receiving an additional tax credit award for the new eligible position.

If the Qualified Business Facility is sold by the owner in whole or in part during the Eligibility Period, the new owner shall not acquire the Capital Investment of the seller and the seller shall forfeit all credits for the tax period in which the sale occurs and all subsequent tax periods, except that any credits of the Recipient shall remain unaffected. If the Recipient merges with or consolidates with another entity, the resulting or transferee entity shall not be considered the new owner.

If the Recipient leases or subleases the Qualified Business Facility in whole or in part during the Eligibility Period, the new tenant shall not acquire the credit of the Recipient, and the Recipient shall forfeit all credits for the tax period of its lease or sublease and all subsequent tax periods except for leases or subleases to tenants or other occupants in a mixed-use project that includes retail facilities and that is located in a Garden State Growth Zone or the Atlantic City Tourism District if such mixed-use project aggregates the pro-rata number of full-time employees employed by any number of tenants or other occupants of the included retail facilities. Notwithstanding the foregoing, the Recipient may lease or sublease an amount up to five percent of the Qualified Business Facility to a new tenant without forfeiting any of the Recipient's tax credit; however, no full-time employees or capital investment by the new tenant shall contribute to the Recipient's eligible full-time employees or capital investment.

If all or part of any tax credits awarded is subject to recapture due to a failure to comply with the Grow NJ Program requirements, the Authority will pursue recapture from the Recipient and not from a tax credit transfer certificate purchaser. Any taxpayer from whom the Recipient received consideration for the transfer of tax credits prior to the issuance of an annual letter of compliance shall be subject to all other limitations and conditions that apply to the use of the tax credits by the Recipient, including, but not limited to, reduction and forfeiture provisions and the requirement of a letter of compliance for the relevant tax period. The number of tax credits held by any taxpayer from whom the Recipient has received consideration for the transfer of tax credits that have been authorized by an annual letter of compliance and are evidenced by a tax credit transfer certificate shall not be subject to the forfeiture or reduction described in this "Conditions to Use of Tax Credit Certificate" section.

If, in any tax period during the Eligibility Period the number of full-time employees employed by Recipient at the Qualified Business Facility increases above the number of full-time employees specified in the Incentive Agreement such that Recipient shall then meet the minimum number of employees required in subparagraph (b), (c), (d), or (e) of the Capital Investment Alternative, then the Authority shall recalculate the total tax credit amount per full-time job by using the certified Capital Investment of the Project allowable under the applicable subparagraph and the number of full-time jobs certified on the date of the recalculation and applying those numbers to subparagraph (b), (c), (d), or (e) of the Capital Investment Alternative, until the first tax period for which documentation demonstrating a reduction of the number of full-time employees employed by Recipient at the Qualified Business Facility, at which time the tax credit amount shall be adjusted accordingly; provided that the adjustment will not affect other obligations under the Incentive Agreement to maintain a minimum number of full-time employees. To obtain this additional tax credit award, Recipient shall submit, in its Annual Report, a request to the Authority with supporting evidence documenting the additional full-time employees added above the number of full-time employees specified in the

Incentive Agreement. Following EDA staff acceptance of the annual report, it shall notify the Director of the Division of Taxation and Recipient shall receive an increased tax credit certificate.

INDEMNIFICATION; INSURANCE:

Recipient covenants and agrees to indemnify and hold harmless the Authority, the State of New Jersey, the Department of the Treasury and the Division of Taxation and their respective members, agents, officers, employees and servants (collectively, the "Indemnified Parties") from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims, etc.), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from: (i) the condition, use, possession, conduct, management, construction, and financing of the Project; (ii) the performance by Recipient of its obligations pursuant to the terms and conditions of the Grow NJ Tax Credit, as set forth in this Approval Letter; (iii) any loss, damage or injury to, or death of, any person occurring at or about or resulting from, the operations of the Project; and (iv) any damage or injury to property of the Recipient or to the agents, servants, employees or co-employees of the Recipient, caused by the negligence, gross negligence and willful misconduct of any person, except for: losses, claims, damages, liabilities and costs arising from the gross negligence or willful misconduct of the Indemnified Parties. These Indemnification provisions shall survive the expiration or earlier termination of the Incentive Agreement entered into in connection with the Grow NJ Tax Credit.

To effectuate the purposes of the Indemnification provisions set forth above, Recipient shall obtain sufficient coverage under its commercial general liability insurance policy to cover not only its own liability, but also, any liability which might arise under the Indemnification provisions against the Indemnified Parties to the extent such liability is insurable under a commercial general liability insurance policy. Recipient shall include the Indemnified Parties as additional insureds in any liability insurance coverage for the Project. Recipient shall promptly provide evidence of such insurance to the Authority upon request. Failure of Recipient to retain such coverage and/or provide evidence of same to the Authority will result in either the Authority cancelling an existing letter of compliance and/or not issuing a letter of compliance.

The liability of the Authority, the Department of the Treasury and the Division of Taxation, and their directors and employees shall be subject to all provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

GENERAL:

Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Recipient must complete and submit the online application for Business Assistance Tax Clearance ("Application") by visiting the State of New Jersey's Premier Business Services (PBS) portal at: **https://www16.state.nj.us/NJ_PREMIER_EBIZ/jsp/home.jsp**. Questions regarding Business Assistance Tax Clearance may be emailed to: BusinessAssistanceTC.Taxation@treas.nj.gov.

It is the sole responsibility of the Recipient to obtain each Tax Clearance Certificate and ensure timely delivery to the Authority as set forth herein.

The Authority requires that a valid Tax Clearance Certificate no more than 180 days old is on file with the Authority from the time of Recipient's Grow NJ application through the date that the Tax Credit Certificate is issued. During this period it remains the sole responsibility of the Recipient to renew the Tax Clearance Certificate. In addition, a current Tax Clearance Certificate must be submitted with each Annual Report. If a Tax Clearance Certificate is not issued by the Division of Taxation and submitted to the Authority, the Recipient will have failed to meet the Conditions of Approval, and/or Conditions of Receipt and/or Use of Tax Credit Certificate. In the Authority's discretion, this may result in the expiration of the Authority's approval of the tax credit award and/or delay or non-issuance of a Tax Credit Certificate/Letter of Compliance.

The Grow New Jersey documents shall be governed by the provisions of the Act and all applicable regulations. Any term not defined in this Approval Letter shall have the meaning set forth at N.J.A.C. 19:31-18 et seq.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein. All documentation shall be in form and substance satisfactory to the Authority.

The interests of the Recipient and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Recipient in this transaction. The Recipient, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Recipient's own choice to represent the Recipient's interest in this transaction.

The Authority, at its option, may announce and publicize the Project contemplated hereunder, by means and media selected by the Authority.

It is specifically understood and agreed that this Grow NJ Tax Credit is *cross-defaulted* with any existing assistance and any future assistance provided by the Authority and/or State to the Recipient and/or any of its subsidiaries including, but not limited to, entities that may not be related to Recipient, but have common principals.

This Approval Letter shall terminate and the Authority shall have no further obligation or liability hereunder if this letter and Notice Regarding AA/PW and Green Building Requirements are not signed and delivered by the end of business, 5 p.m. on or before May 4, 2017. This Approval Letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

In the event that the items listed in the "Conditions of Approval" section of this Approval Letter are not provided by the dates indicated herein to Post Closing Approval Conditions Officer, Tom McCusker, at tmccusker@njeda.com, the Authority's obligation to provide the grant hereunder shall automatically terminate unless an extension has been requested in writing prior to such dates by the Recipient and approved by the Authority in its sole discretion, prior to such dates.

We appreciate your interest in expanding operations and creating business opportunities in New Jersey. We look forward to assisting in your Project. If you should have any questions regarding this letter, please contact me at 609-858-6735 or jrosenfeld@njeda.com or your Senior Finance Officer, Mark Chierici at 609-858-6869 or mchierici@njeda.com.

Kindly contact Post Closing Approval Conditions Officer, Tom McCusker at 609-858-6894 or tmccusker@njeda.com if you have any questions regarding the Conditions of Approval for this Project or Jobs Incentives Officer, Keirah Black at 609-858-6943 or kblack@njeda.com if you have any questions regarding the servicing of this Project.

Sincerely,

John J. Rosenfeld

John J. Rosenfeld
Director
Bonds & Incentives

KJS
C: C. Fuentes
M. Chierici
K. Black
D. Wong
J. McIntyre
L. Butterfield
L. Petrizzi
M. Maurio
T. McCusker
ksheehan@parkermckay.com

ACCEPTED AND AGREED THIS
_____ DAY OF ________, 20__

THE MICHAELS ORGANIZATION, LLC

By:________________________
Name:
Title:

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
INTERNAL PROCESS MANAGEMENT DEPARTMENT
OFFICE OF AFFIRMATIVE ACTION
NJEDA WEB www.njeda.com/affirmativeaction
NJEDA EMAIL affirmativeaction@njeda.com
NJEDA PHONE (973) 855-3447

NOTICE REGARDING AFFIRMATIVE ACTION/PREVAILING WAGE AND GREEN BUILDING REQUIREMENTS

PROJECT NUMBER: P43584
PROJECT NAME: The Michaels Organization

THIS PROJECT MAY BE SUBJECT TO NJEDA AFFIRMATIVE ACTION/PREVAILING WAGE AND GREEN BUILDING REQUIREMENTS. THE TERM CONSTRUCTION INCLUDES ANY CONSTRUCTION, RECONSTRUCTION, DEMOLITION, ALTERATION, REPAIR WORK, RENOVATION, OR CONSTRUCTION/RENOVATION WORK RELATED TO THE INSTALLATION OF EQUIPMENT. IN ADDITION, IF THIS PROJECT IS AN INCENTIVE PROJECT IT MAY BE SUBJECT TO GREEN BUILDING REQUIREMENTS. WE ENCOURAGE YOU TO VISIT www.njeda.com/affirmativeaction AND http://www.njeda.com/pdfs/GreenBuildingGuidance.aspx TO LEARN MORE ABOUT THESE REQUIREMENTS. PLEASE CONTACT YOUR BUSINESS DEVELOPMENT OFFICER SHOULD YOU HAVE ANY QUESTIONS OR CONCERNS.

TYPE OF ASSISTANCE: Grow NJ AMOUNT: 79,378,750

CUSTOMER CONTACT INFORMATION, INCLUDING EMAIL
AND MAILING ADDRESS FROM COMMITMENT/ APPROVAL LETTER:

Jpurcell@themichaelsorg.com
Joseph F. Purcell, CFO
The Michaels Organization
3 East Stow Road
PO Box 994
Marlton, NJ 08053

CUSTOMER PHONE NUMBER FROM APPLICATION: 856-596-3008

COMPLETE AND RETURN THIS FORM WITH COMMITMENT/APPROVAL LETTER

CUSTOMER CONTACT PERSON FOR AA/PW:

NAME: ____________________

ADDRESS: ____________________

____

PHONE NUMBER: ____________________

EMAIL ADDRESS: ____________________

CHECK WHICH STATEMENTSAPPLY AND COMPLETE DATES:

☐ DATE CONSTRUCTION IS EXPECTED TO BEGIN:__________.

☐ DATE CONSTRUCTION STARTED __________.

☐ SIGNED CONSTRUCTION CONTRACT WHICH INCLUDES NJEDA AA/PW REQUIRED LANGUAGE __________.

☐ THIS PROJECT DOES NOT INCLUDE CONSTRUCTION.

☐ ESTIMATED # OF TOTAL CONSTRUCTION JOBS __________.

☐ OTHER: NONE OF THE BOXES ABOVE APPLY *BECAUSE*: (EXAMPLES OF EXPLANATIONS MAY INCLUDE: 1) HAVE NOT SELECTED A GENERAL CONTRACTOR; OR 2) HAVE NOT SELECTED A LOCATION).____________________

____

____

(Please provide signature below)

____
NAME:
TITLE:

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

October 18, 2017

Via email and regular mail
Jpurcell@themichaelsorg.com
Joseph F. Purcell, CFO
The Michaels Organization
3 East Stow Road
PO Box 994
Marlton, NJ 08053

Re: The Michaels Organization, LLC
P43584
Grow New Jersey Assistance ("Grow NJ") Program

Dear Mr. Purcell:

This Approval Letter supersedes and replaces our original Approval Letter dated April 20, 2017 and our Approval Letter dated June 30, 2017.

Your Grow NJ Tax Credit ("Grow NJ Tax Credit") approved on March 24, 2017 is hereby awarded subject to the terms and conditions of the Grow New Jersey Assistance Act, P.L. 2011, c. 149, as amended by, among other laws, P.L. 2013, c. 161 and P.L. 2014, c. 63 (the "Act"); the Grow NJ Program regulations, N.J.A.C. 19:31-18.1 et seq., subject to final amendments to the regulations; and the terms and conditions set forth below and in the Incentive Agreement, which must be executed by Recipient as one of the preconditions of program eligibility. Recipient has been approved for an award under the Capital Investment Alternative (subsubparagraph ii. of subparagraphs (a) through (e) of subsection d. of N.J.S.A. 34:1B-246). This Approval Letter does not purport to summarize the entire Act and regulations and is subject to same. No act or omission by or on behalf of the Authority shall be deemed as a waiver to any of the terms and conditions contained in this letter. Such a waiver may be made only by an instrument in writing duly executed by an authorized representative of the Authority.

The Authority makes no warranties or representations about, and is not liable for damages resulting from, the issuance, non-issuance, use, sale, or marketability of the tax credits. The Recipient acknowledges the risks of relying on the use and sale of the tax credit to finance the Project. Recipient further acknowledges and accepts that the Legislature may enact further changes to the Act or to tax laws and that the terms and conditions set forth herein and in the Incentive Agreement, including the tax credit amount and when such amounts may be applied, are subject to changes to the Act and implementing Regulations and to tax laws. Nothing herein shall be construed as a waiver of the Recipient's right to challenge the validity of any Legislation or Regulation that may be enacted after the date on which this Approval Letter is accepted which changes the material terms of this Approval Letter.

RECIPIENT:	The Michaels Organization, LLC
DATE OF BOARD APPROVAL:	March 24, 2017
PROJECT:	Creation of 87 new Grow NJ eligible jobs and relocation and retention of 188 Grow NJ eligible jobs from Marlton, New Jersey to a new, non-industrial premises consisting of 121,862 square feet, which consists of 101,511 square feet of office space to accommodate the Recipient's headquarters and 20,351 square feet of Recipient's pro-rata share of the building's retail and lobby, mechanical, amenity, and other common space.
QUALIFIED BUSINESS FACILITY LOCATION:	2 Cooper Street, Unit C-1, Block 80.02, Lot 1, City of Camden, Camden County, New Jersey (which is located in a Qualified Incentive Area – Garden State Growth Zone* that qualifies under the Municipal Rehabilitation and Economic Recovery Act)
ELIGIBILITY PERIOD COMMENCEMENT DATE:	Date the Authority accepts the Project Completion certifications after satisfaction of the conditions set forth herein.
ELIGIBILITY PERIOD:	Ten (10) years starting on the Eligibility Period Commencement Date.

* Projects located in a Garden State Growth Zone may be eligible for an additional tax credit as described in the last paragraph of the "Conditions to Use of Tax Credit Certificate" section.

COMMITMENT PERIOD:	1.5 times the Eligibility Period starting on the Eligibility Period Commencement Date.
MAXIMUM GROW NJ ELIGIBLE JOBS:	New: 87 Retained: 188 (of which 188 are new to Camden). Total Grow NJ Eligible Jobs: 275
MAXIMUM ELIGIBLE CAPITAL INVESTMENT:	79,380,000
MAXIMUM TOTAL ANNUAL AWARD:	$7,937,875
ESTIMATED ANNUAL CREDIT PER GROW NJ ELIGIBLE JOB:	$28,865 (based on Project Completion certifications of 275 Grow NJ eligible jobs new to Camden and $79,380,000 capital investment).
MINIMUM CAPITAL INVESTMENT TO QUALIFY UNDER THE CAPITAL INVESTMENT ALTERNATIVE:	$5,000,000 (but $9,748,960 is required to be eligible for the Grow NJ Program based on 121,862 sq. ft. of gross leasable area).
MINIMUM GROW NJ ELIGIBLE JOBS NEW TO CAMDEN TO QUALIFY UNDER THE CAPITAL INVESTMENT ALTERNATIVE:	35 (but 250 is required to be eligible for the entire $79,378,750 award)

MAXIMUM GROW NJ TAX CREDIT AMOUNT:	Maximum Grow NJ Tax Credit amount not to exceed $79,378,750, calculated based on the Maximum Total Annual Award per year for a period of 10 years. For each tax accounting or privilege period during the Eligibility Period, the Grow NJ Tax Credit shall be applied in an amount no greater than the total credit amount divided by the duration of the Eligibility Period in years (fractions of a cent rounded down) subject to the reduction and forfeiture provision set forth below.*
NUMBER OF STATEWIDE EMPLOYEES: (IN TAX PERIOD PRIOR TO APPROVAL)	404 ("Statewide Workforce")
DEADLINE FOR SUBMISSION OF CAPITAL INVESTMENT AND EMPLOYMENT REQUIREMENT ("PROJECT COMPLETION") CERTIFICATIONS:	March 24, 2021 **(Project Completion Date = 3 years plus two six-month extensions, but in no event can the tax credit be issued more than 4 years from date of Board approval)**
TAX CREDIT CERTIFICATE ISSUANCE FEE:	A non-refundable fee of up to $ 396,893.75 paid to the Authority, which amount represents 0.5% of the actual tax credit, not to exceed $500,000, due prior to receipt of the tax credit certificate.

* The credit amount may be taken by the tax certificate holder for the tax period for which it was issued or may be carried forward for use by the tax certificate holder in any of the next 20 successive tax periods, and shall expire thereafter. The tax certificate holder may transfer the tax credit amount on or after the date of issuance or at any time within three years of the date of issuance for use by the transferee in the tax period during which it was transferred or in any of the next three successive tax periods. **Notwithstanding the foregoing, it will be the responsibility of the Recipient to ensure that no more than the amount of tax credits equal to the total credit amount divided by the duration of the eligibility period in years may be taken in any tax period.**

ANNUAL SERVICING FEE:	Annual non-refundable fee of up to $ 75,000 paid to the Authority, which represents 2% of the actual annual tax credit amount not to exceed $75,000, each year during the Eligibility Period at the time Recipient submits its Annual Report required to receive a letter of compliance from the Authority.
TAX CREDIT TRANSFER FEE, IF APPLICABLE:	A non-refundable transfer fee of $5,000, and $2,500 per additional request made annually, upon application for a tax credit transfer certificate and per application for permission to pledge a tax credit transfer certificate purchase contract as collateral. All transfers must be for not less than $25,000 in tax credits.
ANALYSIS FEE:	Recipient shall pay the Authority the full amount of direct costs of an analysis by a third party retained by the Authority, if the Authority deems such retention to be necessary.
ADDITIONAL FEES:	In addition, modification fees are due when the Authority is requested to consider an administrative change, addition, or modification to an existing transaction, including, but not limited to, adding an Affiliate.

CONDITIONS OF APPROVAL:

In order to maintain the award of the Grow NJ Tax Credit, the Recipient must submit the following information to the Authority:

i) On or before March 24, 2019 the following Progress Information:
1. Copy of site plan approval from the City of Camden and Camden County permitting the development of the Project, if applicable;
2. Copy of committed financing for the Project, if applicable, or evidence of self-financing;

3. Documentation evidencing that Recipient has control of the site of the Qualified Business Facility (subsections 1, 2 and 3 shall collectively constitute the "Progress Information"). Unless the Recipient has indicated otherwise in its Grow NJ application, the document evidencing site control shall not have been executed prior to March 24, 2017. If the Recipient is a tenant, a copy of the executed lease (or, if a sub-lessee, then a copy of the sublease and lease) must be provided, and the term of the lease (including renewal options) must extend for at least the duration of the Commitment Period; and

ii) On September 24, 2017 and every six (6) months thereafter until completion of the Project, an update of the status of the Project ("Project Status Updates") together with a current Tax Clearance Certificate for the Recipient not more than 180 days old.

iii) Prior to the commencement of construction, Recipient will submit to the Authority for its approval a plan ("Green Building Plan") to meet the Authority's Green Building Standards Policy regarding the use of renewable energy, energy-efficient technology, and non-renewable resources in order to reduce environmental degradation and encourage long-term cost reduction, which is available at http://www.njeda.com/pdfs/GreenBuildingGuidance.aspx ("Green Building Requirements"). **Failure to submit the Green Building Plan within the indicated time frame may lead to forfeiture of the Grow NJ Tax Credit.**

Unless otherwise determined by the Authority in its sole discretion, failure by Recipient to submit the Progress Information and the Project Status Updates in a form acceptable to the Authority by the end of business, 5 p.m., on the indicated dates will result in immediate expiration of the Authority's approval of the Grow NJ Tax Credit, without further action by the Authority.

The Authority approval is based on information set forth in your Grow NJ application and any other supplement information provided. Recipient shall disclose to the Authority any substantive changes in such information, including any substantive changes in public financial support; such changes must be reviewed and approved by the Authority and may affect eligibility. If the Project Completion certifications indicate that the capital investment or number of new and/or retained full-time jobs is less than the Capital Investment or Grow NJ Jobs to be eligible for the Grow NJ Program, which are $80 per square foot ($9,748,960 based on 121,862 square feet of gross leasable area) ("Program Eligibility Capital Investment") and 27 new and 38 retained full-time jobs, respectively ("Program Eligibility Jobs"), Recipient shall no longer be eligible for tax credits. The size of the grant is based on Recipient qualifying under the Capital Investment Alternative; failure to do so will require a re-evaluation by the Authority Board of the approval and award for the Recipient. To be eligible as a new or retained full-time employee, the employee must have his or her primary office at the Qualified Business Facility and must spend at least 80 percent of his or her time there at the Qualified Business Facility, or any other period of time generally accepted by custom or practice as full-time employment at the Qualified Business Facility, as determined by the Authority.

Within 15 days of receipt of the submission of the Progress Information and Project Status Updates, the Authority will inform the Recipient whether the documentation submitted is sufficient to maintain award of the Grow NJ Tax Credit.

Provided the documentation relating to the Progress Information required above is in a form acceptable to the Authority, the Authority will forward an executable Incentive Agreement to the Recipient.

Within 10 business days of transmittal of said Incentive Agreement or by the date the Recipient submits its Capital Investment and employee certifications, whichever is earlier, the Recipient must execute and return the Incentive Agreement to the Authority. Conditions to maintaining approval are set forth in the Incentive Agreement and include, but are not limited to:

a. Covenant that the Recipient will provide health benefits for eligible employees under a health benefits plan authorized pursuant to State or federal law. With respect to a logistics, manufacturing, energy, defense, aviation, or maritime business, excluding primarily warehouse or distribution operations, located in a port district having a container terminal: the requirement that employee health benefits are to be provided shall be deemed to be satisfied if such benefits are provided in accordance with industry practice by a third party obligated to provide such benefits pursuant to a collective bargaining agreement; full-time employment shall include, but not be limited to, employees that have been hired by way of a labor union hiring hall or its equivalent; 35 hours of employment per week at a qualified business facility shall constitute one "full-time employee" regardless of whether or not the hours of work were performed by one or more persons.

b. Covenant that prevailing wages have been and will be paid to construction workers at the Qualified Business Facility and that those contractors comply with the Authority's Affirmative Action Program as set forth at N.J.A.C. 19:30-3 et seq., and to the extent that Recipient undertakes construction/renovation/leasehold improvements/installation of equipment at the Qualified Business Facility within two (2) years from the date the first letter of compliance is issued to the Recipient, prevailing wage rate will be paid and the Authority's affirmative action rules and regulations apply ("Prevailing Wage and Affirmative Action Requirements").

c. If, at any time after the date of Board Approval and until the end of the Commitment Period, Recipient should become aware of any facts that materially alter, change, or render incomplete its answers to the questions in the Grow NJ application pertaining to the Authority's Disqualification/Debarment Regulations at N.J.A.C. 19:30-2.1, et seq., Recipient shall have a duty to immediately report such facts to the Authority in writing. **NO LETTER OF COMPLIANCE SHALL BE ISSUED IF RECIPIENT HAS BEEN DEBARRED, DISQUALIFIED, OR SUSPENDED BY THE AUTHORITY. A DEBARMENT, DISQUALIFICATION, OR SUSPENSION FOR A PERIOD OF TWO YEARS OR MORE SHALL BE AN EVENT OF DEFAULT.**

d. Covenant that, in each tax period during the Commitment Period, the number of full-time employees in Recipient's Statewide workforce for that year will be at least 80% of the Statewide Workforce. **FAILURE TO DO SO AS A RESULT OF A RELOCATION OUTSIDE OF THE STATE MAY RESULT IN AN EVENT OF DEFAULT, AND RECIPIENT MAY BE REQUIRED TO REPAY THE AMOUNT OF TAX CREDITS AWARDED.**

e. No more than 7.5 percent of the Project may be included as retail facilities, and no more than the pro-rata number of full-time employees employed by any number of tenants or other occupants of the included retail facilities may be included in the aggregate.

Recapture provisions: THE INCENTIVE AGREEMENT WILL ALSO INCLUDE A COVENANT THAT RECIPIENT MUST MAINTAIN THE PROJECT AT THE QUALIFIED BUSINESS FACILITY FOR NOT LESS THAN THE COMMITMENT PERIOD WITH AT LEAST THE MINIMUM FULL-TIME EMPLOYEES AS REQUIRED BY THE PROGRAM, WHICH SHALL INCLUDE A CONSIDERATION OF THE NET POSITIVE ECONOMIC BENEFIT TEST AND THE AMOUNT OF TAX CREDITS PREVIOUSLY RECEIVED BY THE RECIPIENT DURING THE ELIGIBILITY PERIOD, AND A PROVISION TO PERMIT THE AUTHORITY TO RECAPTURE ALL OR PART OF ANY TAX CREDITS AWARDED, AT ITS DISCRETION, IF THE BUSINESS DOES NOT REMAIN IN COMPLIANCE WITH THIS PROVISION FOR THE COMMITMENT PERIOD.

THE AUTHORITY MAY PURSUE RECAPTURE AT ANY TIME DURING THE ELIGIBILITY PERIOD AND THE REMAINDER OF THE COMMITMENT PERIOD, INCLUDING DURING ANY PERIOD IN THE ELIGIBILITY PERIOD IN WHICH THE TAX CREDITS ARE FORFEITED PURSUANT TO N.J.A.C. 19:31-18.15.

In the Authority's discretion, failure of Recipient to submit an executed Incentive Agreement in a form acceptable to the Authority within ten (10) business days of the Authority's transmittal thereof will result in immediate expiration of the Authority's approval of the Grow NJ Tax Credit, without further action by the Authority.

CONDITIONS TO RECEIPT OF TAX CREDIT CERTIFICATE:

Upon completion of the Project and satisfaction of the Capital Investment and employment requirements, but no later than the Project Completion Date, Recipient must submit the following documents ("Tax Credit Certificate Documents") to receive a tax credit certificate:

1. A temporary certificate of occupancy and the detailed Project Completion certification by an independent certified public accountant acceptable to the Authority stating the total amount of the Recipient's Capital Investment in the Qualified Business Facility, provided that the eligible Capital Investments made or acquired by Recipient in the Qualified Business Facility must be at least the Program Eligibility Capital Investment to be eligible for the Grow NJ Tax Program. The amount of the Capital Investment in the certification shall be utilized by the Authority in the calculation of the grant of tax credits and shall not be increased regardless of additional Capital Investment in the

Qualified Business Facility. In the event the Capital Investment is reduced below the Maximum Eligible Capital Investment by 25%, the Authority may re-evaluate the net positive economic benefit and reduce the size of the grant accordingly.

2. The detailed Project Completion certification by Recipient's chief financial officer acceptable to the Authority stating the actual number of eligible new and retained full-time employees employed in positions at the Qualified Business Facility, and the current number of full-time employees in Recipient's Statewide workforce. The number of full-time employees employed at the Qualified Business Facility must equal at least the Program Eligibility Jobs to be eligible for the Grow NJ Tax Program. Employee information must include the names, addresses, dates of hire, termination dates, annual salary, title and any other information as requested by the Authority. Except as set forth under the "Conditions to Use of Tax Credit Certificate" section, the certification shall not be increased regardless of additional employees at the Qualified Business Facility. If the number of new and retained full-time employees is reduced below the required number in subsections (b) through (e) in the Capital Investment Alternative, the size of the grant shall be adjusted under the subsection that corresponds to the reduced number of full-time employees. In the event the number of new and/or retained full-time jobs is reduced below the Maximum Grow NJ Eligible Jobs by 25%, the Authority may re-evaluate the net positive economic benefit and reduce the size of the grant accordingly.

3. As part of each Project Completion certification, a list of the Affiliates that contributed to the Capital Investment and to the full-time employees at the Qualified Business Facility and, for each such Affiliate, the number of full-time employees in New Jersey in the last tax period prior to the Authority's approval if that number was not provided in the Grow NJ application. **Please note: The term "Affiliate" is defined in the Act and the implementing regulations. In order to be considered an Affiliate for purposes of this program, an entity must meet the definition of Affiliate either by being a member of a controlled group of corporations with the Recipient as defined pursuant to section 1563 of the Internal Revenue Code of 1986 ("Code") or the entity is an organization in a group of organizations with the Recipient as defined pursuant to subsection (b) or (c) of section 414 of the Code, as demonstrated by the Recipient to the Authority either through a certification by an independent certified public accountant or an opinion of counsel. In the alternative, a Recipient may demonstrate that an entity is an Affiliate by presenting to the Authority a written determination of the Director of the Division of Taxation. Approval of Recipient's Grow NJ Tax Credit does not constitute approval or confirmation that the entities listed on its Grow NJ application meet the definition of Affiliate.**

4. All construction contracts regarding the Project must contain additional language as set forth in Authority Affirmative Action Addendum to Construction Contract. In addition, the general contractor must include said language in all subcontracts. Regulations, forms, and guidance documents (including an Affirmative Action and Prevailing Wage program summary) are available at www.njeda.com/affirmativeaction.

5. Covenant by the Recipient, that will be incorporated into the Agreement, that it will comply with all applicable law, and specifically, that the Project will comply with (i) the Authority's prevailing wage requirements as set forth in N.J.S.A. 34:1B-5.1, (ii) the Authority's affirmative action requirements as set forth in N.J.S.A. 34:1B-5.4, (iii) the Green Building Requirements, (iv) the Conflicts of Interest Law as set forth in N.J.S.A. 52:13D-12 et seq., (v) requirements of the Americans with Disabilities Act of 1990, 42 U.S.A. Sec. 12101 et seq. and implementing regulations, and (vi) requirements of all applicable New Jersey environmental laws.

6. When construction is completed, as a condition to receipt of the award, Recipient will be required to submit a certification from a licensed engineer that the Project has adhered in all material respects to the Green Building Plan.

7. A current Tax Clearance Certificate for the Recipient, and any Affiliate that contributed to the full-time employees at the Qualified Business Facility and to the Capital Investment, not more than 180 days old.

The Authority may modify the net positive economic benefit analysis from time to time. If the Authority re-evaluates the net positive economic benefit as stated in paragraphs 1 and 2 above, the Authority shall use the net positive economic benefit analysis in effect at the time of the re-evaluation.

The per full-time employee tax credit calculation will be established by dividing the number of full-time employees in the Project Completion certification into the lesser of the amount of capital investment in the Project Completion certification or the award of tax credits.

Upon a determination by the Authority that the Tax Credit Certificate Documents are acceptable, the Authority shall notify the Recipient and Director of the Division of Taxation and a Tax Credit Certificate will be issued to Recipient.

IN NO EVENT SHALL THE DATE ON WHICH THE TAX CREDIT CERTIFICATE IS ISSUED OCCUR LATER THAN FOUR YEARS FOLLOWING THE DATE OF THE AUTHORITY'S APPROVAL OF THE RECIPIENT'S GROW NJ APPLICATION.

Once the Tax Credit Certificate is issued, the Recipient may apply the amount of tax credits equal to the total tax credit amount divided by the duration of the Eligibility Period in years (fractions of a cent rounded down) to offset its tax liability in each tax privilege period with applicable carry forward provisions, beginning with liability that arises in the tax privilege period in which the Authority accepts the Project Completion certifications ("First Eligibility Tax Period"), subject to the conditions set forth below.

CONDITIONS TO USE OF TAX CREDIT CERTIFICATE:

After receipt of the Tax Credit Certificate, Recipient shall submit to the Authority, within 120 days after the end of the First Eligibility Tax Period and at the same time on an annual basis thereafter, a report certified by Recipient's chief financial officer as described below ("Annual Report"). Upon satisfactory review of all information submitted in the Annual Report, the Authority will issue a letter of compliance. No Tax Credit Certificate will be valid without the letter of compliance issued for the relevant tax period. Use of the Tax Credit Certificate shall be subject to the reduction and forfeiture provisions set forth below. The Annual Report shall include the following:

1. A certification acceptable to the Authority by the Recipient indicating whether or not the Recipient is aware of any condition, event or act which would cause the business not to be in compliance with the approval, the Act, the Incentive Agreement or the regulations promulgated thereunder.

2. A certification acceptable to the Authority by the Recipient indicating any change or anticipated change in the identity of the entities comprising the business that have elected to claim all or a portion of the credit, provided such entities have contributed either Capital Investments or employees to the Qualified Business Facility.

3. A current Tax Clearance Certificate for the Recipient, and any Affiliate that contributed to the full-time employees at the Qualified Business Facility and to the Capital Investment, not more than 180 days old.

4. For the relevant tax period, certification acceptable to the Authority stating the number of full-time employees employed at the Qualified Business Facility, the number of those employees that are employed in eligible new and retained full-time jobs, and the current number of full-time employees in Recipient's Statewide workforce, provided that: Full-time employment for the tax period shall be determined as the average of monthly full-time employment for that period. The certification must also list the Affiliates that contributed to the full-time employees at the Qualified Business Facility and, for each such Affiliate, the number of full-time employees in New Jersey in the last tax period prior to the Authority's approval if that number was not provided in the Grow NJ application. Employee information must include the names, addresses, dates of hire, termination dates, annual salary, title and any other information as requested by the Authority. This certification shall also indicate and verify that the bonus increase criteria have been met.

FAILURE TO SUBMIT A COMPLETE PACKAGE OF ALL INFORMATION REQUIREMENTS LISTED HEREINABOVE IN THIS SECTION WITHIN 120 DAYS AFTER THE END OF THE FIRST ELIGIBILITY TAX PERIOD AND AT THE SAME TIME ON AN ANNUAL BASIS THEREAFTER WILL LEAD TO FORFEITURE OF THE TAX CREDITS ALLOCABLE TO THAT YEAR UNLESS THE AUTHORITY DETERMINES THAT THERE ARE EXTENUATING CIRCUMSTANCES EXCUSING THE RECIPIENT OR TAX CREDIT

TRANSFEREE FROM THE TIMELY FILING REQUIRED. IT MAY ALSO TRIGGER RECAPTURE.

Please note:

Any reduction in the number of eligible Grow NJ jobs shall proportionately reduce the amount of tax credits for that year based on the per full time employee calculation done at Project Completion certification, i.e. the number of full-time employees will be multiplied by the per full-time employee calculation done at certification. Also, if the number of eligible Grow NJ jobs is reduced below the required number in subsections (b) through (e) in the Capital Investment Alternative, the tax credits that Recipient may take shall be rescored under the subsection that corresponds to the reduced number of eligible Grow NJ jobs. For purposes of illustration, if the Project Completion certification shows 255 Grow NJ jobs new to the municipality and tax credits are issued in the amount of $80 million, then the annual credit per Grow NJ job is $31,373 and a reduction to 250 Grow NJ jobs will reduce the tax credits that Recipient may take for that year to $7,843,250 (250 x $31,373). In the same illustration, a reduction to 249 Grow NJ jobs will reduce the tax credits that Recipient may take for that year to $5 million based on the annual cap in subsection (d) in the Capital Investment Alternative. Such reduction during the Eligibility Period and the remainder of the Commitment Period may cause the grant to be subject to forfeiture or recapture as set forth more fully in the Incentive Agreement.

The Authority reserves the right to audit any of the representations made and documents submitted in the Annual Report.

Recipient shall not change the location of the Qualified Business Facility, expand the Qualified Business Facility, or include any Grow NJ Job in an Annual Report for any month the job is not located in the Qualified Business Facility during the Commitment Period, without the prior written consent of the Authority, provided that any consent shall not affect any reduction, forfeiture, or recapture. Recipient shall maintain its existence as a legal entity and shall not sell, assign, transfer or otherwise dispose of all of its assets without the prior written consent of the Authority, which consent shall be based on Recipient's continued compliance with the approval, the Act, the Incentive Agreement, and the regulations promulgated thereunder.

If, in any tax period during the Eligibility Period, the number of eligible full-time employees employed by Recipient at the Qualified Business Facility located within a Qualified Incentive Area drops below 80 percent of the number of new and retained full-time jobs specified in the Project Completion certification, then the Recipient shall forfeit its credit amount for that tax period and each subsequent tax period until the first tax period for which documentation demonstrating the restoration of the number of eligible full-time employees employed by the recipient at the Qualified Business Facility to 80 percent of the number of jobs specified in the Project Completion certification has been reviewed and approved by the Authority.

If, in any tax period during the Eligibility Period, the current number of full-time employees in Recipient's Statewide workforce has been reduced by more than 20% from the Statewide Workforce, the Recipient shall forfeit its credit amount for that tax period and each subsequent tax period, until the first tax period for which documentation demonstrating the restoration of the number of full-time employees to a number at least 80% of Recipient's Statewide Workforce has been reviewed and approved by the Authority, for which tax period and each subsequent conforming tax period the full amount of the annual credit shall be allowed. The Statewide workforce shall include the full-time employees in the last tax period prior to the Authority's Approval of any Affiliate that contributed to the full-time employees at the Qualified Business Facility in the tax period or contributed capital investment to the Project. The number of full-time employees in Recipient's Statewide workforce shall not include a new eligible position at the Qualified Business Facility unless the new eligible position is in addition to the number of full-time employees specified in the incentive agreement and Recipient is not receiving an additional tax credit award for the new eligible position.

If the Qualified Business Facility is sold by the owner in whole or in part during the Eligibility Period, the new owner shall not acquire the Capital Investment of the seller and the seller shall forfeit all credits for the tax period in which the sale occurs and all subsequent tax periods, except that any credits of the Recipient shall remain unaffected. If the Recipient merges with or consolidates with another entity, the resulting or transferee entity shall not be considered the new owner.

If the Recipient leases or subleases the Qualified Business Facility in whole or in part during the Eligibility Period, the new tenant shall not acquire the credit of the Recipient, and the Recipient shall forfeit all credits for the tax period of its lease or sublease and all subsequent tax periods except for leases or subleases to tenants or other occupants in a mixed-use project that includes retail facilities and that is located in a Garden State Growth Zone or the Atlantic City Tourism District if such mixed-use project aggregates the pro-rata number of full-time employees employed by any number of tenants or other occupants of the included retail facilities. Notwithstanding the foregoing, the Recipient may lease or sublease an amount up to five percent of the Qualified Business Facility to a new tenant without forfeiting any of the Recipient's tax credit; however, no full-time employees or capital investment by the new tenant shall contribute to the Recipient's eligible full-time employees or capital investment.

If all or part of any tax credits awarded is subject to recapture due to a failure to comply with the Grow NJ Program requirements, the Authority will pursue recapture from the Recipient and not from a tax credit transfer certificate purchaser. Any taxpayer from whom the Recipient received consideration for the transfer of tax credits prior to the issuance of an annual letter of compliance shall be subject to all other limitations and conditions that apply to the use of the tax credits by the Recipient, including, but not limited to, reduction and forfeiture provisions (which provisions apply to the tax credits for a tax period until the issuance of a letter of compliance for that tax period) and the requirement of a letter of compliance for the relevant tax period. The number of tax credits held by any taxpayer from whom the Recipient has received consideration for the transfer of tax credits that have been authorized by an annual letter of compliance and are evidenced by a tax credit transfer certificate shall not be subject to the forfeiture or reduction described in this "Conditions to Use of Tax Credit Certificate" section.

If, in any tax period during the Eligibility Period the number of full-time employees employed by Recipient at the Qualified Business Facility increases above the number of full-time employees specified in the Incentive Agreement such that Recipient shall then meet the minimum number of employees required in subparagraph (b), (c), (d), or (e) of the Capital Investment Alternative, then the Authority shall recalculate the total tax credit amount per full-time job by using the certified Capital Investment of the Project allowable under the applicable subparagraph and the number of full-time jobs certified on the date of the recalculation and applying those numbers to subparagraph (b), (c), (d), or (e) of the Capital Investment Alternative, until the first tax period for which documentation demonstrating a reduction of the number of full-time employees employed by Recipient at the Qualified Business Facility, at which time the tax credit amount shall be adjusted accordingly; provided that the adjustment will not affect other obligations under the Incentive Agreement to maintain a minimum number of full-time employees. To obtain this additional tax credit award, Recipient shall submit, in its Annual Report, a request to the Authority with supporting evidence documenting the additional full-time employees added above the number of full-time employees specified in the Incentive Agreement. Following EDA staff acceptance of the Annual Report, it shall notify the Director of the Division of Taxation and Recipient shall receive an increased tax credit certificate.

INDEMNIFICATION; INSURANCE:

Recipient covenants and agrees to indemnify and hold harmless the Authority, the State of New Jersey, the Department of the Treasury and the Division of Taxation and their respective members, agents, officers, employees and servants (collectively, the "Indemnified Parties") from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims, etc.), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from: (i) the condition, use, possession, conduct, management, construction, and financing of the Project; (ii) the performance by Recipient of its obligations pursuant to the terms and conditions of the Grow NJ Tax Credit, as set forth in this Approval Letter; (iii) any loss, damage or injury to, or death of, any person occurring at or about or resulting from, the operations of the Project; and (iv) any damage or injury to property of the Recipient or to the agents, servants, employees or co-employees of the Recipient, caused by the negligence, gross negligence and willful misconduct of any person, except for: losses, claims, damages, liabilities and costs arising from the gross negligence or willful misconduct of the Indemnified Parties. These Indemnification provisions shall survive the expiration or earlier termination of the Incentive Agreement entered into in connection with the Grow NJ Tax Credit.

To effectuate the purposes of the Indemnification provisions set forth above, Recipient shall obtain sufficient coverage under its commercial general liability insurance policy to cover not only its own liability, but also, any liability which might arise under the Indemnification provisions against the Indemnified Parties to the extent such liability is insurable under a commercial general liability insurance policy. Recipient shall include the Indemnified Parties as additional insureds in any liability insurance coverage for the Project. Recipient shall promptly provide evidence of such insurance to the Authority upon request. Failure of Recipient to retain such coverage and/or provide evidence of same to the Authority will result in either the Authority cancelling an existing letter of compliance and/or not issuing a letter of compliance.

The liability of the Authority, the Department of the Treasury and the Division of Taxation, and their directors and employees shall be subject to all provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

GENERAL:

Tax Clearance Certificates are issued by the Division of Taxation. To apply to receive a Tax Clearance Certificate, a Recipient must complete and submit the online application for Business Assistance Tax Clearance ("Application") by visiting the State of New Jersey's Premier Business Services (PBS) portal at: **https://www16.state.nj.us/NJ_PREMIER_EBIZ/jsp/home.jsp.** Questions regarding Business Assistance Tax Clearance may be emailed to: BusinessAssistanceTC.Taxation@treas.nj.gov.

It is the sole responsibility of the Recipient to obtain each Tax Clearance Certificate and ensure timely delivery to the Authority as set forth herein.

The Authority requires that a valid Tax Clearance Certificate no more than 180 days old is on file with the Authority from the time of Recipient's Grow NJ application through the date that the Tax Credit Certificate is issued. During this period it remains the sole responsibility of the Recipient to renew the Tax Clearance Certificate. In addition, a current Tax Clearance Certificate must be submitted with each Annual Report. If a Tax Clearance Certificate is not issued by the Division of Taxation and submitted to the Authority, the Recipient will have failed to meet the Conditions of Approval, and/or Conditions of Receipt and/or Use of Tax Credit Certificate. In the Authority's discretion, this may result in the expiration of the Authority's approval of the tax credit award and/or delay or non-issuance of a Tax Credit Certificate/Letter of Compliance.

The Grow New Jersey documents shall be governed by the provisions of the Act and all applicable regulations. Any term not defined in this Approval Letter shall have the meaning set forth at N.J.A.C. 19:31-18 et seq.

Counsel to the Authority must be satisfied with respect to the legality, validity, binding effect and enforceability of all instruments, agreements, and documents used to effect and consummate the transactions contemplated herein. All documentation shall be in form and substance satisfactory to the Authority.

The interests of the Recipient and the Authority are or may be different and may conflict. The Authority's attorney represents only the Authority and does not represent the Recipient in this transaction. The Recipient, therefore, is advised to employ an attorney licensed to practice in the State of New Jersey, of the Recipient's own choice to represent the Recipient's interest in this transaction.

The Authority, at its option, may announce and publicize the Project contemplated hereunder, by means and media selected by the Authority.

It is specifically understood and agreed that this Grow NJ Tax Credit is *cross-defaulted* with any existing assistance and any future assistance provided by the Authority and/or State to the Recipient and/or any of its subsidiaries including, but not limited to, entities that may not be related to Recipient, but have common principals. For purposes of this cross-default, a principal of an entity shall be any executive officer, director, or general partner; any person or other entity directly or indirectly controlling the entity; or a person or other entity directly or indirectly owning or controlling ten percent (10%) or more of the entity's ownership interests.

This Approval Letter shall terminate and the Authority shall have no further obligation or liability hereunder if this letter and Notice Regarding AA/PW and Green Building Requirements are not signed and delivered by the end of business, 5 p.m. on or before November 1, 2017. This Approval Letter may be executed and delivered by telecopier, email, PDF or other facsimile transmission of all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

In the event that the items listed in the "Conditions of Approval" section of this Approval Letter are not provided by the dates indicated herein to Senior Real Estate Incentives Officer, Tyshon Lee, at tlee@njeda.com, the Authority's obligation to provide the grant hereunder shall automatically terminate unless an extension has been requested in writing prior to such dates by the Recipient and approved by the Authority in its sole discretion, prior to such dates.

We appreciate your interest in expanding operations and creating business opportunities in New Jersey. We look forward to assisting in your Project. If you should have any questions regarding this letter, please contact me at 609-858-8186 or dlawyer@njeda.com or your Senior Underwriter, Mark Chierici at 609-858-6869 or mchierici@njeda.com.

Kindly contact Senior Real Estate Incentives Officer, Tyshon Lee, at 609-858-6746 or tlee@njeda.com if you have any questions regarding the Conditions of Approval for this Project or Jobs Incentives Officer, Keirah Black at 609-858-6943 or kblack@njeda.com if you have any questions regarding the servicing of this Project.

This fully executed Approval Letter in its entirety should be returned to Margaret Maurio, Executive Assistant, at mmaurio@njeda.com.

Sincerely,

David A. Lawyer
Director - Underwriting

KJS

C: C. Fuentes
M. Chierici
K. Black
D. Wong
J. McIntyre
L. Butterfield
L. Petrizzi
M. Maurio
T. McCusker
T. Lee
J. Rosenfeld
L. Young
S. Quattro
ksheehan@parkermckay.com

ACCEPTED AND AGREED THIS
_____ DAY OF _________, 20__

THE MICHAELS ORGANIZATION, LLC

By:_______________________
Name:
Title:

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
INTERNAL PROCESS MANAGEMENT DEPARTMENT
OFFICE OF AFFIRMATIVE ACTION
NJEDA WEB www.njeda.com/affirmativeaction
NJEDA EMAIL affirmativeaction@njeda.com
NJEDA PHONE (973) 855-3447

NOTICE REGARDING AFFIRMATIVE ACTION/PREVAILING WAGE AND GREEN BUILDING REQUIREMENTS

PROJECT NUMBER: P43584
PROJECT NAME: The Michaels Organization

THIS PROJECT MAY BE SUBJECT TO NJEDA AFFIRMATIVE ACTION/PREVAILING WAGE AND GREEN BUILDING REQUIREMENTS. THE TERM CONSTRUCTION INCLUDES ANY CONSTRUCTION, RECONSTRUCTION, DEMOLITION, ALTERATION, REPAIR WORK, RENOVATION, OR CONSTRUCTION/RENOVATION WORK RELATED TO THE INSTALLATION OF EQUIPMENT. IN ADDITION, IF THIS PROJECT IS AN INCENTIVE PROJECT IT MAY BE SUBJECT TO GREEN BUILDING REQUIREMENTS. WE ENCOURAGE YOU TO VISIT www.njeda.com/affirmativeaction AND http://www.njeda.com/pdfs/GreenBuildingGuidance.aspx TO LEARN MORE ABOUT THESE REQUIREMENTS. PLEASE CONTACT YOUR BUSINESS DEVELOPMENT OFFICER SHOULD YOU HAVE ANY QUESTIONS OR CONCERNS.

TYPE OF ASSISTANCE: Grow NJ AMOUNT: $79,378,750

CUSTOMER CONTACT INFORMATION, INCLUDING EMAIL AND MAILING ADDRESS FROM COMMITMENT/APPROVAL LETTER:

Jpurcell@themichaelsorg.com
Joseph F. Purcell, CFO
The Michaels Organization
3 East Stow Road
PO Box 994
Marlton, NJ 08053

CUSTOMER PHONE NUMBER FROM APPLICATION: 856-596-3008

COMPLETE AND RETURN THIS FORM WITH COMMITMENT/APPROVAL LETTER

CUSTOMER CONTACT PERSON FOR AA/PW:

NAME: ______________________

ADDRESS: ______________________

____

PHONE NUMBER: ______________________

EMAIL ADDRESS: ______________________

CHECK WHICH STATEMENTSAPPLY AND COMPLETE DATES:

☐ DATE CONSTRUCTION IS EXPECTED TO BEGIN:__________.

☐ DATE CONSTRUCTION STARTED __________.

☐ SIGNED CONSTRUCTION CONTRACT WHICH INCLUDES NJEDA AA/PW REQUIRED LANGUAGE __________.

☐ THIS PROJECT DOES NOT INCLUDE CONSTRUCTION.

☐ ESTIMATED # OF TOTAL CONSTRUCTION JOBS __________.

☐ OTHER: NONE OF THE BOXES ABOVE APPLY *BECAUSE*: (EXAMPLES OF EXPLANATIONS MAY INCLUDE: 1) HAVE NOT SELECTED A GENERAL CONTRACTOR; OR 2) HAVE NOT SELECTED A LOCATION).______________________

____

____

(Please provide signature below)

____
NAME:
TITLE:

CPT EQUITIES/GSGZ, LLC

October 31, 2016

Mr. John O'Donnell
The Michaels Organization
3 East Stow Road
Marlton, NJ 08053

RE: Camden Office Tower

Dear Mr. O'Donnel:

On behalf of CPT Equities/GSGZ, LLC, a New Jersey limited liability company and Garden State Growth Zone Development Entity, and CPT Operations, LLC (collectively "Landlord"), I am pleased to offer you an opportunity to lease a portion of the 13 story Class-A headquarters office building being developed for Landlord along the waterfront in Camden, New Jersey.

Landlord:	CPT Equities/GSGZ, LLC and CPT Operations, LLC
Tenant:	The Michaels Organization, and/or affiliated or related companies
Property:	The Building will be constructed on that certain parcel or parcels of land located within the Camden Waterfront Project in the City of Camden identified as C-1 on the Camden Master Plan Site Plan ("Site Plan") prepared by Robert A.M. Stern Architects dated June 14, 2016 all as more particularly depicted on Exhibit A attached hereto.
Building:	13 story Class-A headquarters office building to be developed on the Property, containing approximately 386,900 rentable square feet of office space and ancillary retail space, together with a shared cafeteria, gym and rooftop helipad (the "Building") and a total of 784 parking spaces consisting of (i) 777 spaces located within an integrated structured parking facility on the Property (the "Building Garage") identified as P-1 on the Site Plan, and (ii) an additional 7 on-street parking spaces (reserved during business hours) (the "Exclusive On-Street Parking").
Premises:	Approximately 88,710 square feet of office space located on Floors 7, 8, & 9 of the Building, and a pro rata share of Floor 3. Rent will also include a pro rata share of retail, amenity and mechanical space in the Building of 40,212 square feet. The total amount of rentable square feet on which rent will be paid is 128,922. The amount of rentable square feet of office space in the building and that make up the Premises is an estimate and will be subject to final plans and measurement upon completion.
Use:	Office
Lease Term:	Twenty (20) Years
Lease Commencement:	Base rent shall commence no earlier than the substantial completion and full ability to occupy by Tenant. The anticipated commencement date is May 31, 2019.
Rent:	Rent shall include Base Rent, in an estimated amount as set forth in the table below and Additional Rent, as set forth in the Operating Expenses section below. The Base

Rent set forth below is an approximate amount subject to market conditions, financing and other factors.

Lease Year	Estimated Amount Per Rentable Square Foot
1	[redacted]
2-11	
12-20	

Incentive Programs:

It is expressly understood and agreed by the Parties that the obligation of Tenant to proceed with the lease of the Premises is entirely contingent upon the receipt of the award of Tax Credits from the New Jersey Economic Development Authority ("NJEDA") in an amount sufficient to offset the cost of the lease, the sufficiency of which shall be made at the sole discretion of Tenant. Tenant shall have no obligation to proceed with the lease of the Premises unless and until an award of Tax Credits has been provided by the NJEDA Board and the sufficiency of such award has been conclusively determined by Tenant.

Operating Expenses:

Landlord Responsibilities:

During the term of the Lease, Landlord, at Landlord's sole cost and expense, shall continuously be responsible for the maintenance and replacement of roof, roofing systems, exterior walls, structural members, footings and foundations and trunk utility lines.

During the term of the Lease, Tenant will pay, as Additional Rent, its pro rata share of all operating expenses, common area maintenance charges, utilities, insurance, real estate taxes, condominium association fees and assessments and a property management fee for the Building and the Project. Items included within the operating expense are set forth on the preliminary budget attached as Exhibit B. The operating expenses set forth on the attached budget is an approximate amount subject to market conditions, financing and other factors.

Tenant Responsibilities:

During the term of the Lease, Tenant shall be financially responsible for the following expenses and services, and shall have the right to contract with vendors of its choice for said services:

- Contents and liability insurance
- Utilities, to the extent separately metered for the Premises, and janitorial for the Premises
- Interior maintenance, including inside surfaces, ceilings, doors, and lighting, mechanical, electrical and plumbing systems.

Leasehold Improvement Allowances:

Landlord shall provide Tenant with a Tenant Improvement Allowance of $210 per rentable square foot which may be used for furniture, fixtures and equipment, kitchen equipment, generator, telecommunication and data equipment and installation, audio/visual and white noise equipment and installation, security equipment and installation, relocation expenses, engineering, architect, attorney and other professional fees, interior build out (including all developer fees, contractor fees and permits), perimeter building blinds and fees for owner's representative for construction.

In addition, Landlord shall provide, at its sole cost and expense, all above-ceiling improvements to the office area, including sprinkler system, HVAC, lighting, ceiling grid and tile.

Parking: Tenant's proportionate share of the parking in the Building Garage, together with 7 spaces of Exclusive On-Street Parking shared with other tenants.

Security Deposit: None

Waiver of Claim / Subrogation: The lease shall contain a mutual waiver of claim and subrogation for loss or damage to the Property, both real and personal, caused by or resulting from casualties customarily insurable.

Compliance with Laws: Landlord shall ensure that the Premises and the Building are in compliance with all federal, state and local laws and regulations, including but not limited to, the Americans with Disabilities Act (ADA).

Brokerage: None

Conditions Precedent: Tenant's obligations under the lease shall be contingent upon the satisfaction of each of the conditions listed below by an agreed-upon date. If such conditions have not been satisfied on or before the agreed-upon date, then Tenant shall have the right to terminate the lease.

A. Tenant shall be satisfied with the environmental conditions at or affecting the Premises in Tenant's sole discretion;

B. Tenant shall be satisfied with the zoning and land use regulations affecting the use of the Premises in Tenant's sole discretion;

C. Tenant shall have received, at Tenant's expense, a leasehold policy of title insurance issued by a title company and in form and substance acceptable to Tenant insuring the validity of Tenant's leasehold interest in the Premises under the lease, and containing only such exceptions to the title as may be acceptable to Tenant in its sole discretion;

D. Tenant shall have received a Non-Disturbance and Attornment Agreement in form and substance satisfactory to Tenant from any lenders on the Property;

E. Landlord shall have received a real estate tax abatement for years 1 through 10 on the Building and other improvements that phases in 1/10th per year over Lease Years 11 through 20 and the terms of which are otherwise satisfactory to Tenant; and

F. Receipt of Tax Credits as set forth above.

G. Building is complete and ready for occupancy with a Certificate of Occupancy having been delivered.

Confidentiality: Each party undertakes to keep confidential and shall not disclose to any person (except to its staff, professional advisors, consultants and financial partners) the existence of this letter or any information relating to the terms of the lease of the Premises without the prior written agreement of the other party. This restriction does not apply to the extent information is required to be disclosed by any applicable law or regulation, or to the extent information is required to be submitted to the New Jersey Economic Development Authority in connection with any incentives programs.

This Term Sheet does not constitute a contract between the parties and is not intended to be binding on either party. It is intended solely as an expression of terms upon which the parties will endeavor to negotiate in good faith a formal and binding Lease which meets with the approval of both parties.

If the terms and conditions of this Letter of Intent are acceptable, please have the Tenant countersign and return a copy of this letter to me on or before December 1, 2016. If we have not received an executed copy of this letter by such date, this letter will be null and void at the option of the Landlord.

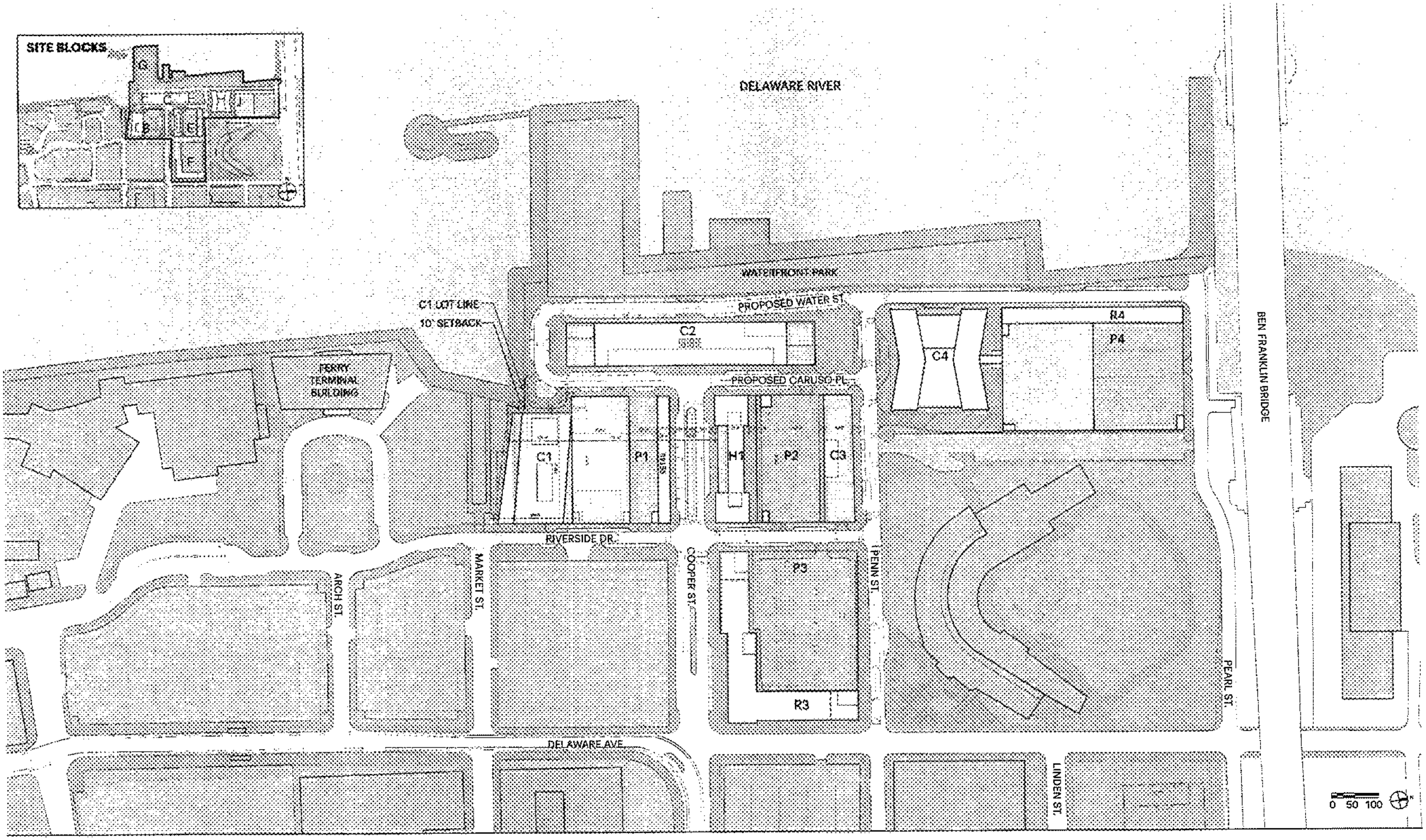
Very Truly Yours,

CPT Equities/GSGZ, LLC
CPT Operations, LLC

AGREED AND ACCEPTED:

By: ______________________________
Name:
Title:
Date:

Exhibit "A"



CAMDEN MASTER PLAN
CAMDEN, NEW JERSEY
NOT INTENDED FOR CONSTRUCTION PURPOSES

SITE PLAN

JUNE 14, 2016

LIBERTY PROPERTY TRUST
ROBERT A.M. STERN ARCHITECTS
PAGE 1

Exhibit "B"

Camden Tower

TOTAL RENTABLE SQUARE FEET	386,900	
TENANT 'S RENTABLE SQUARE FEET	386,900	
TENANT PROPORTIONATE SHARE	100%	
	2019	2019
	Total ($)	Total PSF ($)
Real Estate Taxes	[redacted]	[redacted]
Insurance	[redacted]	[redacted]
Janitorial	[redacted]	[redacted]
Trash Removal	[redacted]	[redacted]
Exterior Landscaping	[redacted]	[redacted]
Security	[redacted]	[redacted]
BOS Engineering	[redacted]	[redacted]
HVAC Contract Services, Equipment, Supplies	[redacted]	[redacted]
Administrative Management	[redacted]	[redacted]
R&M	[redacted]	[redacted]
Roof	[redacted]	[redacted]
Snow Removal	[redacted]	[redacted]
Window Cleaning	[redacted]	[redacted]
Elevator Maintenance	[redacted]	[redacted]
Fire Protection	[redacted]	[redacted]
Exterminating	[redacted]	[redacted]
Equipment/Supplies	[redacted]	[redacted]
Common Area Owner's Association	[redacted]	[redacted]
Management Fees (4%)	[redacted]	[redacted]
	[redacted]	[redacted]
Estimated Utilities	[redacted]	[redacted]
Diesel Fuel	[redacted]	[redacted]
Water and Sewer	[redacted]	[redacted]
Electric	[redacted]	[redacted]
TENANT ANNUAL OPERATING EXPENSES *EXCLUDING* UTILITIES	$ 3,726,174.28	$ 9.63
TENANT ANNUAL OPERATING EXPENSES *INCLUDING* UTILITIES	$ 4,977,591.47	$ 12.87

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
P. O. BOX 272
TRENTON, NEW JERSEY 08695-0272

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
State Treasurer

JOHN J. FICARA
Acting Director

Telephone (609) 292-5503 / Facsimile (609) 292-1882

December 1, 2016

THE MICHAELS ORGANIZATION LLC
3 EAST STOW ROAD
MARLTON NJ 08053
ATTN: JOSEPH F. PURCELL

BUSINESS ASSISTANCE OR INCENTIVE CLEARANCE CERTIFICATE

Agency: Economic Development Authority

Applicant ID: xxx-xxx-382/000

The Director of the Division of Taxation, in accordance with Chapter 101, Laws of N.J. 2007, has reviewed the records of the above Applicant for Business Assistance or Incentive from the above referenced agency. This review shows that the Applicant is in compliance with this act.

This certificate indicates the Division of Taxation has no objections to the issuance of said Assistance or Incentive. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

This certificate is valid for 180 days from the date of issuance.

John J. Ficara
Acting Director

State of New Jersey
DEPARTMENT OF THE TREASURY
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P. O. BOX 272
TRENTON, NEW JERSEY 08695-0272

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Lt. Governor

FORD M. SCUDDER
State Treasurer

JOHN J. FICARA
Acting Director

Telephone (609) 292-5503 / Facsimile (609) 292-1882

December 1, 2016

THE MICHAELS DEVELOPMENT COMPANY I, L.P.
3 EAST STOW ROAD
MARLTON NJ 08053
ATTN: JOSEPH F. PURCELL

BUSINESS ASSISTANCE OR INCENTIVE
CLEARANCE CERTIFICATE

Agency: Economic Development Authority

Applicant ID: xxx-xxx-621/000

The Director of the Division of Taxation, in accordance with Chapter 101, Laws of N.J. 2007, has reviewed the records of the above Applicant for Business Assistance or Incentive from the above referenced agency. This review shows that the Applicant is in compliance with this act.

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This certificate is valid for 180 days from the date of issuance.

John J. Ficara
Acting Director

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

State of New Jersey

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DIVISION OF TAXATION
P. O. BOX 272
TRENTON, NEW JERSEY 08695-0272

FORD M. SCUDDER
State Treasurer

JOHN J. FICARA
Acting Director

Telephone (609) 292-5503 / Facsimile (609) 292-1882

December 1, 2016

PRESTIGE BUILDING COMPANY LLC
3 EAST STOW ROAD
MARLTON NJ 08053
ATTN: JOSEPH F. PURCELL

BUSINESS ASSISTANCE OR INCENTIVE CLEARANCE CERTIFICATE

Agency: Economic Development Authority

Applicant ID: xxx-xxx-284/000

The Director of the Division of Taxation, in accordance with Chapter 101, Laws of N.J. 2007, has reviewed the records of the above Applicant for Business Assistance or Incentive from the above referenced agency. This review shows that the Applicant is in compliance with this act.

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John J. Ficara
Acting Director

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Lt. Governor

FORD M. SCUDDER
State Treasurer

JOHN J. FICARA
Acting Director

Telephone (609) 292-5503 / Facsimile (609) 292-1882

December 1, 2016

INTERSTATE REALTY MNGT CO
3 EAST STOW ROAD
MARLTON NJ 08053
ATTN: JOSEPH F. PURCELL

BUSINESS ASSISTANCE OR INCENTIVE
CLEARANCE CERTIFICATE

Agency: Economic Development Authority

Applicant ID: xxx-xxx-047/000

The Director of the Division of Taxation, in accordance with Chapter 101, Laws of N.J. 2007, has reviewed the records of the above Applicant for Business Assistance or Incentive from the above referenced agency. This review shows that the Applicant is in compliance with this act.

This certificate indicates the Division of Taxation has no objections to the issuance of said Assistance or Incentive. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

This certificate is valid for 180 days from the date of issuance.

John J. Ficara
Acting Director

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DIVISION OF TAXATION
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Lt. Governor

FORD M. SCUDDER
State Treasurer

JOHN J. FICARA
Acting Director

Telephone (609) 292-5503 / Facsimile (609) 292-1882

December 1, 2016

UNIVERSITY STUDENT LIVING LLC
3 EAST STOW ROAD
MARLTON NJ 08053
ATTN: JOSEPH F. PURCELL

BUSINESS ASSISTANCE OR INCENTIVE CLEARANCE CERTIFICATE

Agency: Economic Development Authority

Applicant ID: xxx-xxx-693/000

The Director of the Division of Taxation, in accordance with Chapter 101, Laws of N.J. 2007, has reviewed the records of the above Applicant for Business Assistance or Incentive from the above referenced agency. This review shows that the Applicant is in compliance with this act.

This certificate indicates the Division of Taxation has no objections to the issuance of said Assistance or Incentive. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

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John J. Ficara
Acting Director

State of New Jersey

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Lt. Governor

FORD M. SCUDDER
State Treasurer

JOHN J. FICARA
Acting Director

Telephone (609) 292-5503 / Facsimile (609) 292-1882

December 1, 2016

RIVERSIDE CAPITAL, LLC
3 EAST STOW ROAD
MARLTON NJ 08053
ATTN: JOSEPH F. PURCELL

BUSINESS ASSISTANCE OR INCENTIVE CLEARANCE CERTIFICATE

Agency: Economic Development Authority

Applicant ID: xxx-xxx-758/000

The Director of the Division of Taxation, in accordance with Chapter 101, Laws of N.J. 2007, has reviewed the records of the above Applicant for Business Assistance or Incentive from the above referenced agency. This review shows that the Applicant is in compliance with this act.

This certificate indicates the Division of Taxation has no objections to the issuance of said Assistance or Incentive. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

This certificate is valid for 180 days from the date of issuance.

John J. Ficara
Acting Director

State of New Jersey

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Lt. Governor

FORD M. SCUDDER
State Treasurer

JOHN J. FICARA
Acting Director

Telephone (609) 292-5503 / Facsimile (609) 292-1882

December 1, 2016

MICHAELS MANAGEMENT SERVICES, INC.
3 EAST STOW ROAD
MARLTON NJ 08053
ATTN: JOSEPH F. PURCELL

BUSINESS ASSISTANCE OR INCENTIVE CLEARANCE CERTIFICATE

Agency: Economic Development Authority

Applicant ID: xxx-xxx-213/000

The Director of the Division of Taxation, in accordance with Chapter 101, Laws of N.J. 2007, has reviewed the records of the above Applicant for Business Assistance or Incentive from the above referenced agency. This review shows that the Applicant is in compliance with this act.

This certificate indicates the Division of Taxation has no objections to the issuance of said Assistance or Incentive. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

This certificate is valid for 180 days from the date of issuance.

John J. Ficara
Acting Director

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P. O. BOX 272
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Lt. Governor

FORD M. SCUDDER
State Treasurer

JOHN J. FICARA
Acting Director

Telephone (609) 292-5503 / Facsimile (609) 292-1882

December 1, 2016

UNIVERSITY STUDENT LIVING MANAGEMENT LLC
3 EAST STOW ROAD
MARLTON NJ 08053
ATTN: JOSEPH F. PURCELL

BUSINESS ASSISTANCE OR INCENTIVE CLEARANCE CERTIFICATE

Agency: Economic Development Authority

Applicant ID: xxx-xxx-319/000

The Director of the Division of Taxation, in accordance with Chapter 101, Laws of N.J. 2007, has reviewed the records of the above Applicant for Business Assistance or Incentive from the above referenced agency. This review shows that the Applicant is in compliance with this act.

This certificate indicates the Division of Taxation has no objections to the issuance of said Assistance or Incentive. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

This certificate is valid for 180 days from the date of issuance.

John J. Ficara
Acting Director

State of New Jersey
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DIVISION OF TAXATION
P. O. BOX 272
TRENTON, NEW JERSEY 08695-0272

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
State Treasurer

JOHN J. FICARA
Acting Director

Telephone (609) 292-5503 / Facsimile (609) 292-1882

December 1, 2016

REAL PROPERTY DATA PROCESSING, INC.
3 EAST STOW ROAD
MARLTON NJ 08053
ATTN: JOSEPH F. PURCELL

BUSINESS ASSISTANCE OR INCENTIVE CLEARANCE CERTIFICATE

Agency: Economic Development Authority

Applicant ID: xxx-xxx-773/000

The Director of the Division of Taxation, in accordance with Chapter 101, Laws of N.J. 2007, has reviewed the records of the above Applicant for Business Assistance or Incentive from the above referenced agency. This review shows that the Applicant is in compliance with this act.

This certificate indicates the Division of Taxation has no objections to the issuance of said Assistance or Incentive. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

This certificate is valid for 180 days from the date of issuance.

John J. Ficara
Acting Director

Mark Chierici

From: Kevin Sheehan <ksheehan@parkermccay.com>
Sent: Wednesday, December 28, 2016 3:26 PM
To: Mark Chierici
Cc: PCA Joseph F. Purcell - The Michaels Organization (jpurcell@themichaelsorg.com)
Subject: FW: TMO #209420

Marc.

The actual office space for TMO is actually

TMO Floor 7, 8 & 9	**88,710 SF**
1st Fl Office space	**4,234SF (1/3 of the 12,717 total)**
3rd Fl mail/conf space	**8,550 SF (1/3 of the 25,676 total)**
Subtotal office space	**101,494 SF**
Gen'l Allocated Space	**27,428 SF**
Total Rentable SF	**128,922 SF**

The 101,494 of actual office space is similar to the Phila space. It includes the office space and typical unusable space (bathrooms, mechanical, electric, etc which is about 7-8% of the rentable space). **We have confirmed with the broker that the rentable sf in Philadelphia space which includes office space and similar unusable space.**

The balance of the space that they will pay rent on in Camden – the roughly 27K sf - is the 1st floor "office rentable" which is the lobby/mechanical/loading/security areas; retail; 2d & 3d Floor amenities; the mechanical rooms on M1, M2 and 14; and the helipad. That is because the rent is to pay the landlord for the cost of the building over the lease term and all 3 tenants share in the benefit and costs of such space. In the Philadelphia LOI the significant mechanical space is not included in the rentable sf paid by the Tenant. We have confirmed this with the Broker.
That space is accounted for in the price per sf. The useable office space in each building is comparable, but the rent is calculated differently.

Kevin D. Sheehan, Esquire
Shareholder
Real Estate and Land Use

PARKER McCAY P.A.
O: 856-985-4020
ksheehan@parkermccay.com

---------- Forwarded message ----------
From: **Mark Chierici** <MChierici@njeda.com>
Date: Wed, Dec 28, 2016 at 12:23 PM
Subject: RE: TMO #209420
To: Joe Purcell <jpurcell@themichaelsorg.com>
Cc: Christina Fuentes <CFuentes@njeda.com>

Hello Joe,

I am finalizing my CBA footnotes and want to confirm something for the square footages.

In Camden, per the Project Cost Estimates file, TMO would have: 88,710 SF of Office Space and 40,212 SF of allocated general space, for a total of 128,922 SF gross space.

In Phila, TMO would have 103,710 SF, and some SF which is similar to the 40,212 SF in Camden. How many square feet is that, and is that number included or excluded in the 103,710 SF amount?

I will send you a final CBA and proposed Award amount once this information is finalized, but I want to reflect it all properly going into the Incentives Committee meeting. *I am handing in my final draft this afternoon.*

Thanks,

Mark C.

From: Joe Purcell [mailto:jpurcell@themichaelsorg.com]
Sent: Friday, December 02, 2016 3:36 PM
To: Mark Chierici <MChierici@njeda.com>
Cc: Christina Fuentes <CFuentes@njeda.com>
Subject: Re: TMO #209420

Mark,

The space in Camden requires the tenants to pay rent in an amount sufficient to offset the landlord's costs over the 15 years. In order to accomplish that the rent is based on the actual occupied office space, as well as the amenities, retail and significant mechanical space.

The rentable floor space in our case on the office floors in Camden is 101,494 square ft includes useable space and some unusable space (bathrooms, mechanical, electric, etc. - which is about 7 to 8% of the rentable space).

We have confirmed with the broker that the rentable square ft in the Philadelphia space does include office space and similar unusable space.

The balance of the space that we will pay rent on in Camden consist of roughly 27,000 square ft consist of the 1st floor "office rentable" which is the lobby/mechanical/loading/security areas; retail; 2nd and 3rd floor amenities; the mechanical rooms on M1, M2 and 14; and the helipad. As stated above, that is because the rent is to pay the landlord for the cost of the building over the lease term and all three tenants share in the benefit and costs of such space.

In the Philadelphia LOI the significant mechanical space is not included in the rentable square ft paid by the tenant. We have confirmed this with the broker. I presume that space is accounted for in the price per square ft.

So in summary I guess you could say the useable office space in each building is comparable but the rent is calculated differently.

Let me know if you have any additional questions.

Thanks and have a great weekend.

Joseph F. Purcell

CFO/ Treasurer

The Michaels Organization

3 E. Stow Rd; Suite 100

Marlton, NJ 08053

(856) 797-8969

The Michaels Organization
Together We Build Communities

On Fri, Dec 2, 2016 at 1:14 PM, Mark Chierici <MChierici@njeda.com> wrote:

Joseph,

I suppose there is a larger "gap" of the non-usable space in Camden, as you have about 88K of TMO office space, 13K of shared usable space and 27K of mechanical and other non-usable space in the Camden Option, getting you to the gross leasable number of just under 129K SF. I wondered what the total non-usable, but rentable SF was in the Phila location that equated to the roughly 27K SF in Camden.

Thanks,

Mark

From: Joe Purcell [mailto:jpurcell@themichaelsorg.com]
Sent: Friday, December 02, 2016 1:06 PM
To: Mark Chierici <MChierici@njeda.com>
Cc: Christina Fuentes <CFuentes@njeda.com>
Subject: Re: TMO #209420

Mark,

TMO would lease the 103,710 on the 1st & 7th Floors.

In regard to NFI - I do not have a copy of NFI's LOI.

None of the 103,710 SF space is shared with NFI

The rentable SF in Philadelphia includes the actual office space on the two floors and our pro rata share of the bathroom and mechanical space on those floors. This is the same as the 101,494 SF of actual space in the Camden building.

Hope this helps.

Joseph F. Purcell

CFO/ Treasurer

The Michaels Organization

3 E. Stow Rd; Suite 100

Marlton, NJ 08053

(856) 797-8969

On Fri, Dec 2, 2016 at 11:42 AM, Mark Chierici <MChierici@njeda.com> wrote:

Hello Joseph,

A couple follow ups for you on the alternate site in Philadelphia. Page 2 of the LOI refers to either 103,491 SF on the 2nd Floor, or 103,710 SF on the 1st and 7th floors. The CBA shows 103,710 SF, so I assume "NFI" would be using the SF on the 2nd Floor. Since the 103,710 SF is referred to as rentable square feet, is any of that space "shared" with "NFI" and is there a component that is not usable but also included in that SF amount, such as you have in the Camden Tower? Please advise.

Thanks,

Mark C.

From: Joe Purcell [mailto:jpurcell@themichaelsorg.com]
Sent: Friday, December 02, 2016 9:45 AM
To: Mark Chierici <MChierici@njeda.com>

Cc: Kevin Sheehan <ksheehan@parkermccay.com>; Christina Fuentes <CFuentes@njeda.com>
Subject: Re: TMO #209420

Thank you.

Joseph F. Purcell

CFO/ Treasurer

The Michaels Organization

3 E. Stow Rd; Suite 100

Marlton, NJ 08053

(856) 797-8969

THE Michaels ORGANIZATION
Together We Build Communities

On Thu, Dec 1, 2016 at 10:30 AM, Mark Chierici <MChierici@njeda.com> wrote:

Thanks for the information Joseph. I'll let you know if anything additional is required from TMO.

Mark C.

From: Joe Purcell [mailto:jpurcell@themichaelsorg.com]
Sent: Wednesday, November 30, 2016 5:20 PM
To: Mark Chierici <MChierici@njeda.com>
Cc: Kevin Sheehan <ksheehan@parkermccay.com>; Christina Fuentes <CFuentes@njeda.com>
Subject: Re: TMO #209420

Mark,

Yes, the 188 employees are at risk of moving out of NJ if the Grow NJ Award is not granted.

No, the ownership is in the single purpose entity from day 1, TMO is only the developer.

I believe the 38,393 sq ft is referred to in the Building Space Allocation Tab on the Project Cost Document. On Floor 1 shared conference space of 12,717 sq ft. and on Floor 3 shared mail/conference space of 25,676 sq ft.

That space will be split among the three tenants with each using its pro rata share based on the floor allocation. The balance of the allocated space is amenity space and mechanical space.

The sq ft at 1 E. Stow Road was around 20,000, the sq ft at 3 E. Stow Road is around 60,000.

Please let me know if you have any additional questions.

Joseph F. Purcell

CFO/ Treasurer

The Michaels Organization

3 E. Stow Rd; Suite 100

Marlton, NJ 08053

(856) 797-8969

The Michaels ORGANIZATION
Together We Build Communities

On Wed, Nov 30, 2016 at 3:46 PM, Mark Chierici <MChierici@njeda.com> wrote:

Joseph,

Thanks for the below information. A few follow ups for you:

- For the retained employees, are you saying all 188 are at risk for moving out of NJ if the Grow NJ Award is not granted?
- Do the houses and other structures built by TMO immediately get ownership transferred as they are completed, and that is why they are not showing as company assets on the consolidated financial statements?
- Regarding the square footage in Camden, of the shared square footage of 38,393, what is included in the 12,784 square footage that is "not common" to all 3 tenant companies?
- What is the difference in the square footages between 1 E. Stow and 3 E. Stow Roads?

Thanks again,

Mark C.

From: Joe Purcell [mailto:jpurcell@themichaelsorg.com]
Sent: Tuesday, November 29, 2016 6:43 PM
To: Mark Chierici <MChierici@njeda.com>
Cc: Kevin Sheehan <ksheehan@parkermccay.com>; Christina Fuentes <CFuentes@njeda.com>
Subject: Re: TMO #209420

Mark,

Let me go over the attached calculation with Connor Strong and NFI, but looks right to me.

The Statewide base of employees in the Application for TMO does include Affiliates of which Mr. Levitt owns 80% or more of each company, so we are meeting the definition of Affiliates per the IRS Code. In addition, of all of the employees that are currently working in Marlton, 188 of 268 of the employees meet the 80% requirement we talked about in your office. Not included in the application is around 136 employees who work at our housing sites located in New Jersey and not out of Marlton and these 136 would not be going to our potential new office in Camden. It is our understanding that those employees working at our housing sites are not counted towards the NJ Statewide employee number because they do not spend 80% or more of their time in the office.

TMO does not own any houses or other places that TMO builds, each of our over 350 housing developments are single purpose entities own by Mr. Levitt and his partners, these assets are not reflected on the consolidated financials for 2013, 2014 and 2015.

The TMO cash position as of September 30, 2016 is [redacted] this does not include any cash held by [redacted] or other companies not part of the TMO and affiliates.

The space in Philadelphia is 103,710 square feet. In Camden we will have 88,710 in 3 floors dedicated to TMO plus we would share another 38,393 total conference/mail space in the 1st and 3rd floors with the other two tenants. 12,784 of that space would be for TMO - making the total for TMO 101,494. The rest of the space is mechanical space, retail and amenities that is included in our rent amount so that the tenant rent pays for the building, but is not useable office space.

The 87 new hires are all new positions due to organic grow, all our companies are growing like crazy. In 2008 we outgrew our building at 1 E. Stow Road and we are now outgrowing our building at 3 E. Stow Road.

Please let me know if you have any additional questions.

Thanks

Joseph F. Purcell

CFO/ Treasurer

The Michaels Organization

3 E. Stow Rd; Suite 100

Marlton, NJ 08053

(856) 797-8969

THE Michaels ORGANIZATION
Together We Build Communities

On Tue, Nov 29, 2016 at 4:09 PM, Mark Chierici <MChierici@njeda.com> wrote:

Hello Mr. Purcell,

I have been working on the evaluation of your company this month for the Grow NJ Award. To tie the project costs on our Grant Calculator to the costs on the CBA, I have restructured the CBA to reflect it as New Construction as opposed to a Gross Lease for the Camden Alternative. That CBA is attached and I would ask you to confirm whether you agree with the set-up and results, as that is the document that will be presented at our Incentives Committee meeting next week.

In addition, can you please answer the following questions for me:

- Does the Statewide base of employees in the Application for TMO include Affiliates? Are all of those employees currently working in Marlton, NJ? Please confirm you are aware of the definition of Affiliates per the IRS Code.
- Does TMO Own any houses or other places they build? Are those assets reflected on your consolidated financials for 2014 & 2015?
- Where is TMO in cash positon currently, or at least at the end of the third quarter 2016?

- Can you please explain how TMO is able do the same project in the Philly location with 25,000 less square feet than in the Camden Alternative?

- Are any of the 87 New hires working somewhere in the company today, at one of the Affiliates, or are all the new positions due to organic growth?

Thanks in advance, for your review and comments.

Mark C.

Mark A. Chierici

Sr. Finance Officer

Bond and Incentives Division

New Jersey Economic Development Authority (NJEDA)

P.O. Box 990

Trenton, New Jersey 08625-0990

609-858-6869

Fax: 609-278-7256

mchierici@njeda.com

For information about NJEDA's products and services, please visit us on the web: www.njeda.com

From: Kevin Sheehan [mailto:ksheehan@parkermccay.com]
Sent: Monday, November 07, 2016 9:02 AM
To: Mark Chierici <MChierici@njeda.com>
Cc: PCA Joseph F. Purcell - The Michaels Organization (jpurcell@themichaelsorg.com) <jpurcell@themichaelsorg.com>
Subject: TMO #209420

Mark.

Since the time the Grow application was filed we received additional information from LPT regarding the floor sizes and the projected operating expense for the Camden Office Tower. That information changes the allocation of space within the building slightly and thus, the total project costs. The change in space/cost allocation will change the application amount to **$97,177,815.** We have provided an updated Project Costs sheet to reflect this change. **Please accept this email as a request to amend the application to show the new amount.**

We have also received an LOI from the Landlord.

The applicant will be completing the employee information in the format that you have provided.

Finally, as we discussed we have updated the CBA to use only the base year for rent and expenses since the npv program accounts for the inflation. We have revised the CBA to account for the change in allocated sf of office space, the reduction in the Camden operating expense and to state only the base year rent and expenses instead of an average over 15 years.

I attach hereto the following documents that have been provided or updated as set forth above.

- Updated Project Cost sheet with Building allocation
- Updated CBA
- Updated CBA Assumption Sheet
- Letter of Intent for Camden Building
- Updated Operating Expense Estimate for Camden Building

If you have any questions, please contact me.

Kevin D. Sheehan, Esquire

Shareholder

Real Estate and Land Use

PARKER McCAY

O: 856-985-4020

F: 856-552-1427

ksheehan@parkermccay.com

PARKER McCAY P.A.

9000 Midlantic Drive, Suite 300

Mount Laurel, New Jersey 08054

P: 856-596-8900 F: 856-596-9631

http://www.parkermccay.com

9.)

The Michaels Organization
About Us

Michaels is in the business of building trust and building relationships. Our success is deeply rooted in our ability to effectively collaborate.

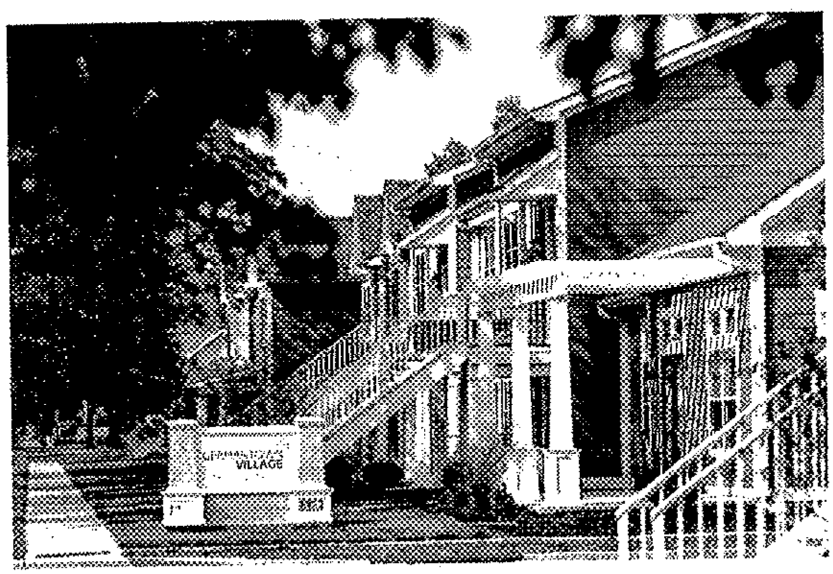
From residents to community leaders, to local businesses, to public officials and our housing partners, we work to build consensus.

We engage all stakeholders to understand their needs and envision solutions. Out of this visioning, we have produced master development plans that have reshaped entire neighborhoods and, most importantly, have gained support from all participants.

Additionally, our financial stewardship, strong balance sheet, excellent relationships, and ability to arrange lower cost financing, and to re-capitalize and preserve our own assets provide our investors with comfort that The Michaels Organization can craft deals that competitively suit-their needs.

Above all, our residents are always our first priority, and we are committed to creating and maintaining exceptional communities that stand the test of time.

"The reason we're so successful is the people, the relationships and because we do what we say we're going to do."- John J. O'Donnell, President, The Michaels Organization



The Michaels Organization
Together We Build Communities

The Michaels Organization
3 East Stow Road, Suite 100
P.O. Box 994 Marlton, NJ 08053

CEO Certification
GROW NJ
FOR CITIES THAT ARE A GARDEN STATE GROWTH ZONE THAT QUALIFIES UNDER THE MUNICIPAL REHABILITATION AND ECONOMIC RECOVERY ACT

1. I, the undersigned, certify that the provision of the tax credits under the program is a material factor in the business decision to make a capital investment and locate in Camden.

2. I, the undersigned, certify under penalty of law that the representations contained herein are accurate; that I am familiar with the information submitted in this document, including all attachments, and have personally exercised an appropriate degree of due diligence to reasonably ensure that the information contained in this document, and all attachments are true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I understand that, in addition to criminal penalties, I may be liable for civil administrative penalties and that submitting false information or submitting materially inaccurate information may be grounds for denial, revocation or termination of any award of tax credits for which I may be seeking approval or now hold.

3. I, the undersigned, acknowledge that if the company's award is greater than $4 million annually, the company will be required to remit to the NJEDA an approval fee equal to ½ of 1% of the amount of the incentive award amount, up to the maximum of $500,000, by the first of the month prior to the NJEDA Board meeting in which the request will be submitted for approval. Failure to submit this fee in the time frame outlined above will result in the company's request for approval not moving forward to the NJEDA Board. Upon satisfactory completion of the entire review process, and if the award will be proposed in amount greater than $4 million annually, no earlier than 10 days prior to the first of the month, I will be notified by a representative of the NJEDA of the projected NJEDA Board meeting date and the exact amount of the approval fee to facilitate this remittance.

   The approval fee will be held in escrow by the NJEDA pending approval of the award by the NJEDA Board. If, for any reason, the NJEDA Board does not approve the award, or the Governor vetoes the minutes of the NJEDA meeting and the approval is denied, the NJEDA will return the entire approval fee to the company within ten (10) business days.

4. The certifications above shall be signed by the Applicant's highest level authority as follows:

   i. For a corporation, by the Chief Executive Officer;
   ii. For a partnership, by the managing general partner.

____
(Signature)

Chief Executive Officer
(Title)

Michael J. Levitt
(Name, please print)

8/23/16
(Date)

38

RECORD & RETURN TO:
SURETY TITLE CORPORATION
3 E STOW RD
MARLTON NJ 08053
COMMERCIAL DEPT.

5717581

Record and return to:

Robert E. Schwartz, Esq.
4300 Haddonfield Road, Suite 311
Pennsauken, New Jersey 08109

This Deed was Prepared By:

Robert E. Schwartz, Esquire

RECEIVED DEC 31 P BURLINGTON COUNTY CLERK

DEED

This Deed is made effective as of December 17, 2008 between SURETY BUILDING I, L.L.C., a New Jersey limited liability company, having its principal office at 3 East Stow Road, Marlton, New Jersey 08053 ("Grantor") and P and ML Associates Limited Partnership, a New Jersey limited liability company, having an address of 1 East Stow Road, Marlton, New Jersey 08053 ("Grantee").

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed.)

The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. The transfer is made by Grantor as part of an exchange transaction with Grantee pursuant to Section 1031 of the Internal Revenue Code, and in consideration of the sum of ten ($10.00) Dollars.

The Property consists of the land and all the buildings and structures on the land in the Township of Evesham, County of Burlington and State of New Jersey identified as Block 2.05, Lot 11 on the Official Tax Map of Evesham Township. The legal description is attached hereto as Schedule A.

5977571-01

The Grantor covenants that, except for matters of record, the Grantor has done no act to encumber the land. This covenant is called a "covenant as to grantor's acts" as defined in N.J.S.A. 46:4-6. The promise means that the Grantor has not allowed anyone else to obtain any legal rights which effect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

RECEIVED 1 P 2:03 BURLINGTON COUNTY CLERK

The Grantor signs this deed on the first date above.

SURETY BUILDING I, L.L.C
a New Jersey limited liability company

By: ______________________
John DeSimus, Authorized Member

DB 06618 PG 691

STATE OF NEW JERSEY :
: SS
COUNTY OF CAMDEN :

Be it remembered, that on this 17 day of December, 2008 , before me, the subscriber, a Notary Public, personally appeared John DeSantis who acknowledged himself be a Member of Surety Building I, L.L.C., and who, I am satisfied is the person named in and who executed the within instrument and he acknowledged that he signed, sealed and delivered the same as the act and deed of the said limited liability company for the uses and purposes therein expressed by signing the name of the limited liability company. / Consideration in the amount of $10.00

Witnesseth my hand and seal.

Notary Public

ANNE CARITE WARCHOL
Notary Public of New Jersey
My Commission Expires
October 17, 2013

My Commission Expires:

RTF-1EE (Rev. 7/08) STATE OF NEW JERSEY
MUST SUBMIT IN DUPLICATE AFFIDAVIT OF CONSIDERATI
(Chapter 49, P.L. 1968, as amended through Ch
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ TH

Consideration : $7,150,000.00
Code : S
Transfer Fee : $155,490.00
Recording Date: 01/08/2009
Document No : 4607449 gjones

STATE OF NEW JERSEY
}SS. County Municipal Co
COUNTY Burlington 0313

MUNICIPALITY OF PROPERTY LOCATION Evesham Township

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) XXX-XX-X 197
Last 3 Digits in Grantee's Social Security Number

Deponent, Joseph F. Russell, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Grantee in a deed dated 12/17/2008 transferring
(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 2.05 Lot number 11 located at

3 Stow Road Evesham Township and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION $ 7150000.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of $1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee is required to remit the 1% fee, complete below:

☐ Class 2 - Residential
☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
☑ Class 4A – Commercial Properties (If checked, calculation on (C) required below)
☐ Class 4C - Residential Cooperative Unit (4 Families or less)

(B) When Grantee is not required to remit the 1% fee, complete below:

☐ Property class. Circle applicable class(es): 1 4B 4C 15
Property classes: 1-Vacant Land, 4B-Industrial properties, 4C-Apartments (other than cooperative unit), 15-Public Property
☐ Exempt Organization pursuant to federal Internal Revenue Code of 1986
☐ Incidental to corporate merger or acquisition and equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition (If checked, calculation in (C) below required and MUST ATTACH COMPLETED RTF-4)

(C) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Valuation
$ 2700000.00 + 47.70 % = $ 5660377.36
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or in excess of 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006

Subscribed and sworn to before me this 17 day of December, 2008

[signature]
Signature of Deponent

P and ML Associates, LP
Grantee Name

3 Stow Rd Marlton NJ 08053
Deponent Address

3 Stow Rd Marlton NJ 08053
Grantee Address at Time of Sale

Anne Warchol/Surety Title Corp
Name/Company of Settlement Officer

ANNE CARITH WARCHOL
Notary Public of New Jersey
My Commission Expires
October 17, 2013

FOR OFFICIAL USE ONLY
Instrument Number ____ County ____
Deed Number ____ Book ____ Page ____
Deed Dated ____ Date Recorded ____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Buyer recorded with deeds to:
STATE OF NEW JERSEY- DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

RTF-1 (Rev. 7/15/07)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

STATE OF NEW JERSEY
}SS County Municipal Code
COUNTY Burlington 0313
MUNICIPALITY OF PROPERTY LOCATION Evesham Township

Consideration : $7,150,000.00
Code :
Transfer Fee : $155,490.00
Recording Date: 01/08/2009
Document No : 4607449 gjones

(1) PARTY OR LEGAL REPRESENTATIVE (See instructions #3 and #4 on reverse)

Deponent, John DeSantis (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Authorized Member of Grantor (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated December 17, 2008 transferring real property identified as Block number 2.05 Lot number 11 located at 3 East Stow Road, Marlton (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 7,150,000.00 ~~6,650,000.00~~ (See Instructions #1 and #5 on reverse side)

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)
Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$2700000.00 ÷ 47.70 % = $ 5660377.36

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (See Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)
☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)
☐ Entirely new improvement ☐ Not previously occupied.
☐ Not previously used for any purpose ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 17 day of December, 2008

Signature of Deponent
3 East Stow Road, Marlton, NJ 08053
Deponent Address

Surety Building, I, LLC
Grantor Name

Same as Deponent
Grantor Address at Time of Sale

XXX-XXX- 3 8 3
Last 3 digits in Grantor's Social Security Number

Anne C. Warchol / Surety Title Corp
Name/Company of Settlement Officer

ANNE DARITE WARCHOL
Notary Public of New Jersey
My Commission Expires
October 17, 2013

FOR OFFICIAL USE ONLY
Instrument Number ______ County ______
Deed Number ______ Book ______ Page ______
Deed Dated ______ Date Recorded ______

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.
STATE OF NEW JERSEY- DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm

DB 0661 8 Pg 594

EXHIBIT "A"

Legal Description to be attached

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 59778T-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Evesham Township, Burlington County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the northeasterly line of Stow Road (60.00 feet wide) where the same is intersected by the northwesterly line of Block 2.05, Lot 12 said point being a total arc and tangent distance of 205.36 feet northwestwardly from the northwesterly end of a curve connecting said line of Stow Road with the northwesterly line of Greentree Road (66.00 feet wide) and from said beginning point runs; thence, along the aforesaid northeasterly line of Stow Road;

1) North 27 degrees 58 minutes 20 seconds West, 614.20 feet to a point corner to Block 2.05, Lot 10; thence along the southeasterly line of said Lot 10;

2) North 62 degrees 01 minutes 40 seconds East, 400.00 feet to a point in the Block Limit; thence along said line

3) South 27 degrees 58 minutes 20 seconds East, 614.20 feet to a point corner to the aforementioned Lot 12; thence along the aforementioned northwesterly line of said Lot 12;

4) South 62 degrees 01 minutes 40 seconds West, 400.00 feet ot the point and place of Beginning.

TOGETHER WITH ALL EASEMENTS, RIGHTS AND PRIVILEGES APPURTENANT THERETO.

BEING premises No. 3 Stow Road.

BEING Block: 2.05, Lot: 11

5477 51-01

GIT/REP-3
(12-07)

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Surety Building I, LLC, a NJ limited liability company

Current Resident Address:

Street: 3 East Stow Road

City, Town, Post Office	State	Zip Code
Marlton	NJ	08053

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
2.05	11	n/a

Street Address:

3 E. Stow Road

City, Town, Post Office	State	Zip Code
Evesham	NJ	08053

Seller's Percentage of Ownership	Consideration	Closing Date
100%	~~$6,550,000~~ $7,150,000.00	12/17/2008

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. [X] I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. [ ] The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. [ ] I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. [ ] Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. [ ] Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A 54A:1-1 et seq.
6. [ ] The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. [ ] The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).

   [ ] No non-like kind property received.
8. [ ] Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Surety Building I, LLC, a New Jersey limited liability company
By:

12/17/2008 ______ Date

John [illegible], Authorized Member ______ Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

______ Date

______ Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

BK 08619 PG 0697

RTF-1 (Rev. 2/5/07)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY
} SS. County Municipal Code
COUNTY Burlington 0313

FOR RECORDER'S USE ONLY
Consideration $
RTF paid by seller $
Date By
*Use symbol "C" to indicate that fee is exclusively for county use.

MUNICIPALITY OF PROPERTY LOCATION Evesham Township

(1) PARTY OR LEGAL REPRESENTATIVE (*See Instructions #3 and #4 on reverse side*)

Deponent, John DeSantis (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Authorized Member of Grantor (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated December 17, 2008 transferring real property identified as Block number 2.05 Lot number 11 located at 3 East Stow Road, Marlton (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 7,150,000.00 ~~6,850,000.00~~ (*See Instructions #1 and #5 on reverse side*)

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:
(*See Instructions #5A and #7 on reverse side*)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$ 2700000.00 ÷ 47.70 % = $ 5660377.36

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (*See Instruction #8 on reverse side*)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (*See Instruction #9 on reverse side*)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (*See Instruction #9 on reverse side for A or B*)
B. { BLIND PERSON Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY

C. LOW AND MODERATE INCOME HOUSING (*See Instruction #9 on reverse side*)
☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (*See Instructions #2, #10 and #12 on reverse side*)
☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 17 day of December, 2008

Surety Building, I, LLC
Grantor Name

Signature of Deponent
3 East Stow Road, Marlton, NJ 08053
Deponent's Address

Same as Deponent
Grantor's Address at Time of Sale

xxx-xxx- 3 8 3
Last 3 digits in Grantor's Social Security Number

Anne C. Warchol / Surety Title Corp
Name/Company of Settlement Officer

ANNE DARITE WARCHOL
Notary Public of New Jersey
My Commission Expires
October 17, 2013

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed
STATE OF NEW JERSEY- DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

RTF-1EE (Rev. 7/08)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

STATE OF NEW JERSEY
} SS. County Municipal Code 03/3
COUNTY Burlington
MUNICIPALITY OF PROPERTY LOCATION Evesham Township

FOR RECORDER'S USE ONLY
Consideration $
RTF paid by buyer $
Date By

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) XXX-XX-X 187
Last 3 Digits in Grantee's Social Security Number

Deponent, Joseph P. Riccelli (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantee (Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated 12/17/2008 transferring real property identified as Block number 2.05 Lot number 11 located at 3 Stow Road Evesham Township (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 7150000.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of $1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee is required to remit the 1% fee, complete below:

- ☐ Class 2 - Residential
- ☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
- ☒ Class 4A – Commercial Properties (If checked, calculation on (C) required below)
- ☐ Class 4C - Residential Cooperative Unit (4 Families or less)

(B) When Grantee is not required to remit the 1% fee, complete below:

- ☐ Property class. Circle applicable class(es): 1 4B 4C 15
  Property Classes: 1-Vacant Land, 4B-Industrial properties, 4C-Apartments (other than cooperative unit), 15-Public Property
- ☐ Exempt Organization pursuant to federal Internal Revenue Code of 1986
- ☐ Incidental to corporate merger or acquisition and equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition (If checked, calculation in (C) below required and MUST ATTACH COMPLETED RTF-4)

(C) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation

$ 2700000.00 ÷ 47.70 % = $ 5660377.36

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or in excess of 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 17 day of December, 2008

Signature of Deponent

P and Ml. Associates, LP
Grantee Name

3 Stow Rd Marlton NJ 08053
Deponent Address

3 Stow Rd Marlton NJ 08053
Grantee Address at Time of Sale

Anne Warchol/Surety Title Corp
Name/Company of Settlement Officer

ANNE OARITE WARCHOL
Notary Public of New Jersey
My Commission Expires
October 17, 2013

FOR OFFICIAL USE ONLY
Instrument Number ____ County ____
Deed Number ____ Book ____ Page ____
Deed Dated ____ Date Recorded ____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Buyer recorded with deeds to:
STATE OF NEW JERSEY- DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/lpt/localtax.shtml

RECORDING DATA PAGE

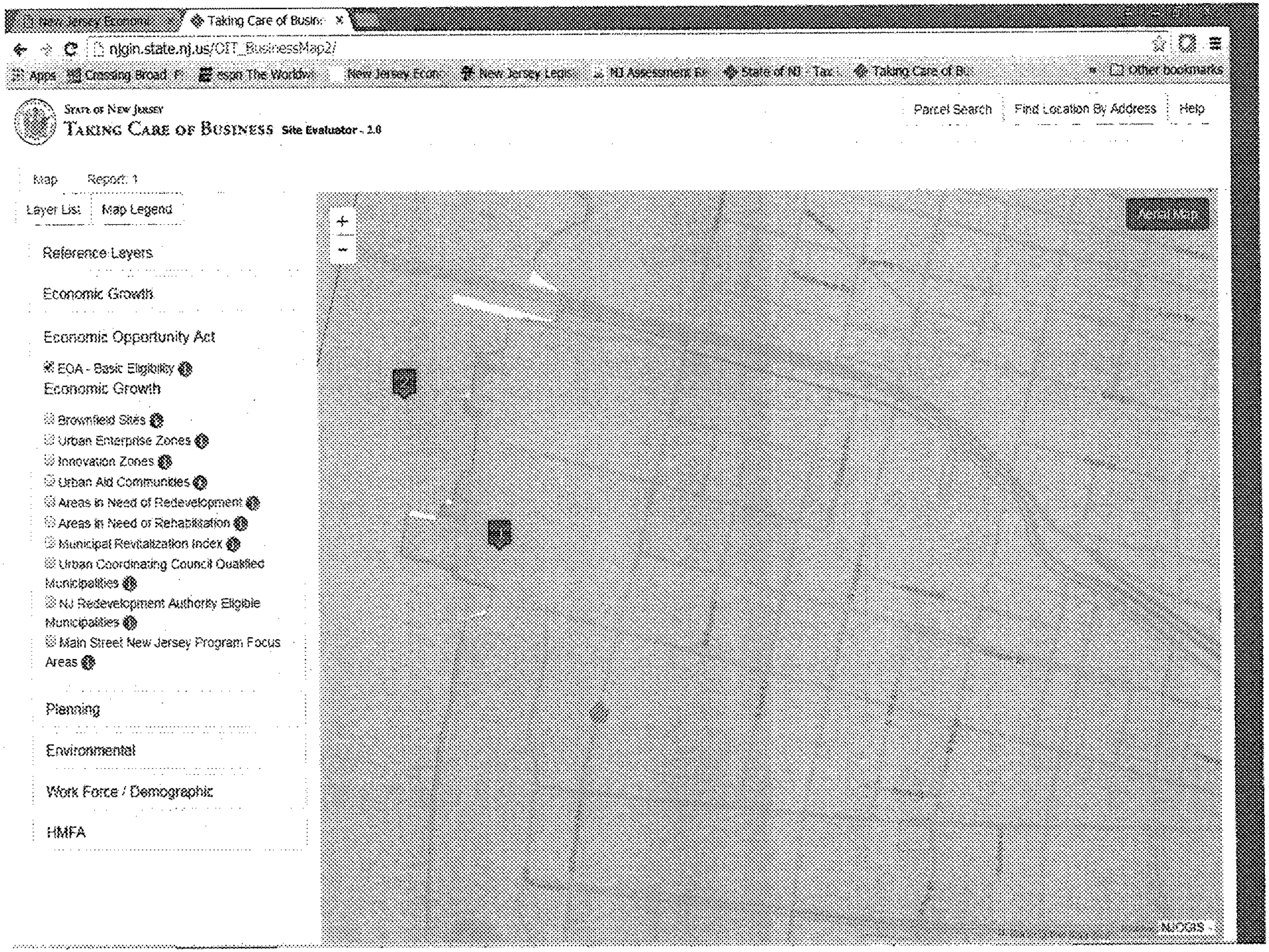
Consideration : $7,150,000.00
Code : S
Transfer Fee : $155,490.00
Recording Date: 01/08/2009
Document No : 4607449 gjones

SURETY TITLE CORP
1 EAST STOW ROAD SUITE 100
MARLTON, NJ 08053

Receipt No : 806723
Document No : 4607449
Document Type : DEED
Recording Date: 01/08/2009
Login Id : gjones

Recorded
Jan 08 2009 09:45am
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180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New Jersey Econ
New Jersey Legis
NJ Assessment Fo
State of NJ - Tax
Taking Care of Bu
Other bookmarks
State of New Jersey
Taking Care of Business Site Evaluator - 2.0
Parcel Search
Find Location By Address
Help
Map
Report: 1
Layer List
Map Legend
Reference Layers
Economic Growth
Economic Opportunity Act
EOA - Basic Eligibility
Economic Growth
Brownfield Sites
Urban Enterprise Zones
Innovation Zones
Urban Aid Communities
Areas in Need of Redevelopment
Areas in Need of Rehabilitation
Municipal Revitalization Index
Urban Coordinating Council Qualified Municipalities
NJ Redevelopment Authority Eligible Municipalities
Main Street New Jersey Program Focus Areas
Planning
Environmental
Work Force / Demographic
HMFA
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