

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

SEVENTH AMENDMENT TO CONTRACT NO. C000018854

This contractual Agreement entered into by and between the **Commonwealth of Pennsylvania, Department of Community and Economic Development**, hereinafter referred to as the "**Grantor**", and the

**SPRINGETTSBURY TOWNSHIP DEVELOPMENT
AUTHORITY**
1501 Mount Zion Rd
York, PA 17402-9084

hereinafter referred to as the "**Grantee**" party of the second part.

WITNESSETH:

WHEREAS, the **Grantor** has a Contract with the **Grantee**, and

WHEREAS, the **Grantor** wishes to amend the Contract to allow the **Grantee** to carry out the scope of services, and

NOW, THEREFORE, the parties hereto intending to be legally bound do hereby agree to the following:

1. The termination date of this Contract, as amended, will be JUNE 30, 2013.
2. The Contract Activity Period, as amended, will be JULY 1, 2004 to JUNE 30, 2013.
3. Those programmatic changes and modification detailed in Appendix A & B.
4. The amount of this Budget Amendment is FIVE HUNDRED SIXTY EIGHT THOUSAND, THREE HUNDRED NINETY TWO DOLLARS (\$568,392.00) AND NO CENTS-----. The total amount of this Contract as amended will be THREE MILLION, NINE HUNDRED SEVENTY EIGHT THOUSAND, SEVEN HUNDRED FORTY FOUR DOLLARS (\$3,978,744.00) AND NO CENTS-----.
5. All terms and conditions of this Contract not changed or modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

**SPRINGETTSBURY TOWNSHIP
DEVELOPMENT AUTHORITY**

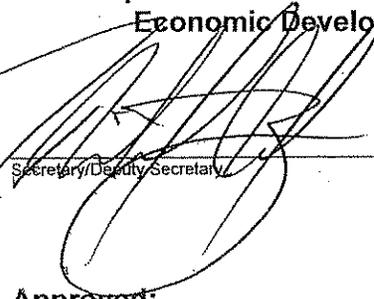
Vendor Number _____
Federal Identification Number _____

For Commonwealth signatures only
↓

**Commonwealth of Pennsylvania
Acting through the
Department of Community and
Economic Development**

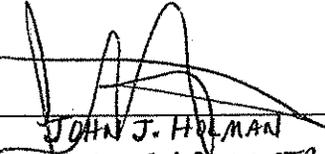
GRANTEE: Please sign & complete at "X's" only
↓

X By  (Seal)
WILLIAM H. SCHENCK, III
X Title CHAIRMAN
X Date 10/27/2011


Secretary/Deputy Secretary
12/30/11 Date

Approved:

I hereby certify that funds in the amount of
\$568,392 are available under Appropriations
Symbol:

X By 
JOHN J. HOLMAN
X Title CHIEF ADMINISTRATIVE OFFICER
X Date 10/27/2011

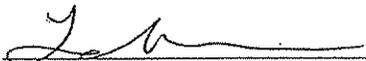
1085610000 24410040006600400 - \$568,392

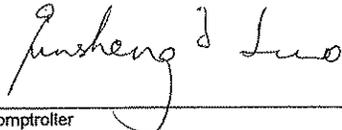
Program IFIP
Contract No. C000018854

For Commonwealth signatures only
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Approved as to Legality and Form

Comptroller approved as to fiscal responsibility,
budgetary appropriateness and availability of
funds:

 11/15/11 Date
Office of Chief Counsel

 1/5/2012 Date
Comptroller

Preapproved Form# 4-K-4300

Office of General Counsel Date

Preapproved Form # 4-K-4300

Office of Attorney General Date



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
HARRISBURG, PA 17120

December 2, 2005

OFFICE OF SECRETARY

John J. Holman
Springettsbury Township Development Authority
1501 Mt. Zion Road
York, PA 17402

RE: Infrastructure and Facilities Improvement
Program ("IFIP")
Grant: \$5,683,920
York Town Center

Dear Mr. Holman

I am pleased to inform Springettsbury Township Development Authority (*the "Applicant"*) that the Department of Community and Economic Development (*the "Department"*) has approved your Infrastructure and Facilities and Improvement Program (*"IFIP"*) application (*the "Application"*) for a multi-year grant totaling an amount not to exceed Five Million Six Hundred Eighty Three Thousand Nine Hundred Twenty Dollars (\$5,683,920) (*the "Grant"*), as allocated in Schedule A. The Application has been approved based upon and in accordance with the terms and the representations made therein.

The Grant will be governed by the terms of a Grant Agreement to be executed between the Applicant and the Department. The proceeds of the Grant will be used for costs identified in Schedule B directly relating to the project described in the Application (*the "Project"*). The following conditions shall apply to the Grant offer:

1. The Applicant has paid as of the date the Applicant signs this commitment letter and will timely pay all Commonwealth and local taxes and fees due and owing during the term of the Grant Agreement.
2. The Applicant will use the Grant funds to pay debt service for the Project. In the event the Applicant fails to do so, the Applicant will repay all or any portion of the Grant funds not used to pay debt service for the Project.
3. Grant funds received in any one year may not exceed the debt service on the Project for that year. In the event Grant funds received in any one year exceed the debt service on the Project for that year, the Applicant will repay the amount of Grant funds received in that year which exceed the payment on debt service for that year.

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4. The Applicant will pay the full amount of annual debt service for the Project, regardless of the amount of the Grant received and must provide to the Department evidence of such payment within twelve months from the date of the incurrence of the debt.
5. If the Grant is awarded for more than four years, the Applicant must in year five and each year thereafter in which the Applicant is receiving Grant funds demonstrate to the satisfaction of the Department, the Secretary of the Budget and the Department of Revenue that the sales tax, hotel occupancy tax, and the net increase in personal income tax to be collected or withheld for the Project in the upcoming year are anticipated to be equal to or exceed the amount of the Grant awarded in the previous year, in order to receive the amount of Grant funds allocated. If the Commonwealth determines that the tax revenues are equal to or exceed the amount of the Grant funds received in the previous year, then the Applicant shall receive the amount of Grant funds allocated in Schedule A for that upcoming year. If the Commonwealth determines that the tax revenues do not equal or exceed the amount of Grant funds received in the previous year, then the Applicant shall receive Grant funds in an amount that is equal to the anticipated tax revenues specified for that upcoming year.
6. If sufficient funds are not appropriated to the Department to cover the amount of Grant funds allocated in Schedule A for any specified year, the Department shall prorate the payment of IFIP grant funds for that year among all recipients of IFIP grant funding to whom an annual payment of grant funds is due.
York Town Center Holding, LP
7. If High Industries and CBL & Associates Properties, Inc. (the "Project User") is not a governmental entity, the Project User may not hold title to the Project during the term of the Grant Agreement.
8. The Project User will use the Project during the term of the Grant Agreement. In the event the Project User fails to do so, the Applicant will cause the Project User to repay all or any portion of the Grant.
9. The Project User will pay to the Applicant a sum equal to any payments received by the Project User from third parties for infrastructure which is part of the Project during the term of the Grant Agreement. Any such payment received by the Applicant will be applied to payment of the debt service for the Project.
10. The Applicant must comply with IFIP guidelines.
11. The Applicant may not make or authorize any substantial change in the approved Project without first obtaining the written consent of the Department.
12. The Applicant will maintain full and accurate records with respect to the Project. The Department shall have free access to such records and to inspect all Project work, and other relative data and records. The Applicant must furnish upon request of the Department all data, reports, contracts, documents, and other

Applicant by
CAR

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12. The Applicant will maintain full and accurate records with respect to the Project. The Department shall have free access to such records and to inspect all Project work, and other relative data and records. The Applicant must furnish upon request of the Department all data, reports, contracts, documents, and other information relevant to the Project as may be requested.
13. The Pennsylvania Prevailing Wage Act (43 P.S. §165-1 et. seq.; 34 Pa. Code §9101 et. seq.) appears to be applicable to the Project and the Applicant is responsible for including prevailing wage rates in all bid documents, specifications, and construction contracts pertaining to the Project. (Includes construction, renovations, build-out and the installation of machinery and equipment, \$25,000 and above). The Department of Labor and Industry has final authority to make prevailing wage applicability determinations.

Exhibit A further describes the procedure to access the IFIP grant funds after all of the necessary conditions are met.

This commitment must be signed and returned to the Department within twenty (20) days of the date of the commitment letter. Please indicate your written acceptance by returning the original Commitment Letter fully executed. Thereafter, this commitment shall be null and void.

The Project User must contact the Department of Revenue within thirty (30) days after the Commitment Letter is signed in order to establish site-specific tax licenses from the Bureau of Business Trust Fund Taxes. The contact information is as follows:

Mr. Nathan Bortner
Pennsylvania Department of Revenue
Bureau of Business Trust Fund Taxes
nbortner@state.pa.us
(717) 772-3896

The signed Commitment Letter should be returned to Brian D. Eckert, Director, Site Development Division, Center for Business Financing, 4th Floor, Commonwealth Keystone Building, Harrisburg, Pennsylvania 17120. Our receipt of the executed Commitment Letter will constitute your authorization to incur costs for reimbursement.

Sincerely,



Dennis Yablonsky
Secretary

The foregoing terms and conditions are hereby agreed to and accepted this 20th day
of JANUARY, 2006.

ATTEST:

Springettsbury Township Development
Authority

Karen K. Bowers
Secretary

[Signature]
By: JOHN J. HOLMAN, TOWNSHIP MANAGER

(SEAL)

FEDERAL TAX IDENTIFICATION NUMBER

16-1742733

~~ATTEST:~~

~~High Industries and CBL & Associates
Properties, Inc~~

~~Secretary~~

~~By:~~

~~(SEAL)~~

~~FEDERAL TAX IDENTIFICATION NUMBER~~

ATTEST:

York Town Center Holding, LP
By: York Town Center Holding GP, LLC,
Its General Partner

Robin D. Stauffer
Asst. Secretary

By: [Signature]
Mark C. Fitzgerald
Vice President - Operations

(SEAL)

FEDERAL TAX IDENTIFICATION NUMBER

SCHEDULE A

GRANT ALLOCATION

Year	Grant Amount
1 st	\$568,392
2 nd	\$568,392
3 rd	\$568,392
4 th	\$568,392
5 th	\$568,392
6 th	\$568,392
7 th	\$568,392*
8 th	\$568,392
9 th	\$568,392
10 th	\$568,392

*The seventh amendment provides funding for the eighth year of this project in the amount of \$568,392.

SCHEDULE B

GENERAL DESCRIPTION OF PROJECT COSTS

Roads and Streets	\$ 4,355,000
Costs of Insurance	\$ 151,279
Bond Insurance Premium	\$ 42,252
Debt Service Reserve	\$ 644,422
Interest	\$ 1,968,222
Total	\$ 7,161,175

EXHIBIT A

INFRASTRUCTURE AND FACILITIES IMPROVEMENT PROGRAM

INSTRUCTIONS FOR RECEIVING GRANT FUNDS

As indicated in your IFIP Commitment Letter from the Secretary, the grant commitment is contingent upon receipt and execution of documents as stated in your letter. Failure to accomplish this may result in the rescindment of your IFIP commitment. Listed below are the steps you must follow.

GRANT AGREEMENT

Sign the Grant Agreement and the IFIP Commitment Letter attached to the Grant Agreement and return them to this office as soon as possible. Within thirty (30) days thereof, have the Project User contact the Department of Revenue in order to establish site-specific tax licenses for the Project from the Bureau of Business Trust Fund Taxes. The contact information is as follows:

Mr. Nathan Bortner
Pennsylvania Department of Revenue
Bureau of Business Trust Fund Taxes
nbortner@state.pa.us
(717) 772-3896

The Grant Agreement signature process requires approximately 45 days. One fully executed copy of the grant agreement will be returned to you with a copy of a payment request form for requesting payment.

PAYMENT REQUESTS

The Department requires the Applicant on an annual basis to provide a completed payment request form to the Department evidencing the payment of debt service on the Project for each fiscal year during the term of the Grant Agreement. The payment request will take from 4-6 weeks to process.

FINAL INSTRUCTIONS

Should you have any questions, do not hesitate to contact:

Pennsylvania Department of Community
and Economic Development
Center for Business Financing – Site Development Division
400 North Street – 4th Floor
Harrisburg, Pennsylvania 17120
(717) 787-7120

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