



NOTE
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APR 13 2018

EXECUTIVE OFFICE

\$3,057,464

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT BONDS
(BURLINGTON COUNTY COMMUNITY ACTION PROGRAM - 2003 PROJECT)

PROMISSORY NOTE

\$3,057,464

April 16, 2003

FOR VALUE RECEIVED, Burlington County Community Action Program, a New Jersey non-profit corporation (the "Borrower"), promises to pay to the order of the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority") the sum of THREE MILLION FIFTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS --- (\$3,057,464.00) --- in lawful money of the United States of America, together with interest on the outstanding principal amount of this Note until paid in full. Interest will be calculated on the basis of a 360-day year for the actual number of days in the interest period.

Payments shall be made as follows:

- (i) Payments of interest shall be paid monthly on the first (1st) day of each month commencing on May 1, 2003 until maturity or earlier prepayment at the Tax-Exempt Rate. "Tax-Exempt Rate" means (i) for the period commencing on the Closing Date and continuing until the fifth (5th) anniversary of the Closing Date (the "Initial Rate Period"), a fixed rate equal to 4.84% and (ii) for the period commencing on the fifth (5th) anniversary of the Closing Date, the tenth (10th) anniversary of the Closing Date and the fifteenth (15th) anniversary of the Closing Date (each a "Subsequent Rate Period"), a rate, as determined by the Purchaser, not less than thirty (30) days prior to the end of the Initial Rate Period and each Subsequent Rate Period ("Reset Date"), based upon the 5-year Treasury rate then in effect on each Reset Date plus two percent (2.0%).
- (ii) Payments of principal shall be paid monthly on the first (1st) day of each month commencing on February 1, 2004 in 240 monthly installments in the amounts set forth on Schedule 1 attached hereto.
- (iii) In the event the Borrower should fail to make any payment required by this Note within fifteen (15) days of the date payment is due or an Event of Default (as defined in the hereinafter defined Agreement) occurs, the unpaid amount shall bear interest at the rate of interest then in effect (whether a Tax-Exempt Rate or a Taxable Rate), plus five percent (5.0%) per annum from the date due until paid.
- (iv) Upon the occurrence of a Determination of Taxability (as defined in the Agreement) and in the event the Purchaser elects not to optionally redeem the Bond as set forth in

Section 4.2(B) of the Agreement, the Tax-Exempt Rate of interest on this Note shall increase to the Taxable Rate (as defined in the Agreement).

At least fifteen (15) days prior to each payment date, COMMERCE BANK, NATIONAL ASSOCIATION (the "Purchaser"), or the subsequent registered owner of the Bond (as hereinafter defined) shall provide the Borrower with written notice of the amount of principal and interest due hereon on the next succeeding payment date; provided, however, that failure to give such notice or any defect therein shall not affect the amount due hereon.

This Note is the Note referred to in the Bond Agreement dated as of April 16, 2003 (the "Agreement") by and among the Authority, the Purchaser, Commerce Bank, National Association, as escrow agent, and the Borrower, and is entitled to the benefits and is subject to the restrictions therein set forth. Reference is made to the Agreement and the other Loan Documents (as defined in the Agreement) (copies of which are on file at the principal office of the Authority) for a statement of the terms and provisions under which this Note has been issued and of the manner in which payment of this Note is secured. If any Event of Default (as defined in the Agreement) occurs, the principal of and interest on this Note may become payable at the time, in the manner, with the effect and subject to the conditions provided in the Agreement and in the other Loan Documents. Capitalized terms used in this Note shall have the meanings assigned to them in the Agreement unless the context clearly indicates otherwise.

Principal and interest on this Note are payable in immediately available funds at the offices of the Purchaser, 170 Route 70 East, Cherry Hill, New Jersey 08034 or such other place as the Purchaser may designate to the Borrower, in writing, in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

Payments of both principal and interest hereon have been irrevocably assigned and pledged to the Purchaser under the terms of the Agreement and such payments will be made directly to the Purchaser for the account of the Authority pursuant thereto. Such assignment is made as security for the payment of the Authority's Economic Development Bonds (Burlington County Community Action Program - 2003 Project) issued pursuant to the Agreement in the original principal amount of \$3,057,464.00 (the "Bond").

So long as the Bond is outstanding, notwithstanding anything to the contrary contained herein, each payment hereunder shall be sufficient to pay, and shall pursuant to the Agreement be used to pay, the total amount of the principal and redemption premium, if any, of and interest on the Bond payable on each payment date whether at maturity or upon earlier redemption, and such other fees, costs and expenses as are required to be paid by the Borrower under the Agreement and the other Loan Documents.

This Note is issued pursuant to the Agreement and is entitled to the benefits and subject to the conditions thereof. This Note is subject to prepayment as specified in the Agreement and all the terms, conditions and provisions of the Agreement are, by this reference thereto, incorporated herein as part of this Note.

The obligations of the Borrower to make the payments required to be made hereunder shall be absolute and unconditional and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise. Until such time as the principal and redemption premium, if any, of and interest on the Bond shall have been fully paid, the Borrower (i) will not suspend or discontinue any payments required to be made hereunder, (ii) will perform and observe in all respects all of the other agreements contained in the Agreement, in the other Loan Documents and hereunder, and (iii) will not terminate this Note prior to the expiration of the term of the Agreement, for any cause, including, without limiting the generality of the foregoing, failure to complete the Project (as defined in the Agreement), any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of New Jersey or any political subdivision of either thereof, or any failure of the Authority to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation expressed or implied, or any duty, liability or obligation arising out of or connected with the Agreement or this Note.

Except for the assignment of this Note to the Purchaser pursuant to the Agreement and as contemplated herein, this Note and any payments hereunder shall not be assignable or transferable except as may be required to effect a transfer of state law, as may be involved in the course of the exercise of rights and remedies consequent upon an Event of Default under the Agreement.

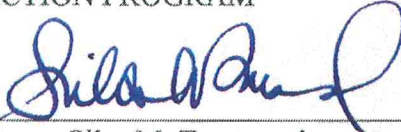
The Borrower hereby waives diligence, demand, presentment, dishonor and protest, all in the sole discretion of the Authority and without notice to and without affecting in any manner the liability of the Borrower, and the Borrower hereby agrees to pay all costs of collection and enforcement of this Note (including, without limitation, reasonable attorneys' fees and expenses and fees and expenses on appeal) incurred by the Authority, the Escrow Agent or the Purchaser in respect to any default on this Note.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed this 16th day of April, 2003.

WITNESS:

BURLINGTON COUNTY COMMUNITY
ACTION PROGRAM



By: 

Name: Silas M. Townsend
Title: Executive Director

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APR 13 2018

New Jersey Economic Development Authority

Economic Development Revenue Bonds
Burlington County Community Action Program Project

EXECUTIVE OFFICE

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
5/01/2003	-	-	6,576.94	6,576.94
6/01/2003	-	-	12,742.83	12,742.83
7/01/2003	-	-	12,331.77	12,331.77
8/01/2003	-	-	12,742.83	12,742.83
9/01/2003	-	-	12,742.83	12,742.83
10/01/2003	-	-	12,331.77	12,331.77
11/01/2003	-	-	12,742.83	12,742.83
12/01/2003	-	-	12,331.77	12,331.77
1/01/2004	-	-	12,742.83	12,742.83
2/01/2004	7,234.60	4.840%	12,742.83	19,977.43
3/01/2004	8,084.93	4.840%	11,892.51	19,977.44
4/01/2004	7,298.46	4.840%	12,678.98	19,977.44
5/01/2004	7,736.89	4.840%	12,240.55	19,977.44
6/01/2004	7,361.12	4.840%	12,616.32	19,977.44
7/01/2004	7,797.79	4.840%	12,179.65	19,977.44
8/01/2004	7,424.30	4.840%	12,553.14	19,977.44
9/01/2004	7,455.24	4.840%	12,522.20	19,977.44
10/01/2004	7,889.26	4.840%	12,088.19	19,977.45
11/01/2004	7,519.20	4.840%	12,458.24	19,977.44
12/01/2004	7,951.40	4.840%	12,026.04	19,977.44
1/01/2005	7,583.67	4.840%	12,393.77	19,977.44
2/01/2005	7,615.28	4.840%	12,362.16	19,977.44
3/01/2005	8,840.29	4.840%	11,137.15	19,977.44
4/01/2005	7,683.86	4.840%	12,293.58	19,977.44
5/01/2005	8,111.42	4.840%	11,866.02	19,977.44
6/01/2005	7,749.70	4.840%	12,227.74	19,977.44
7/01/2005	8,175.40	4.840%	11,802.04	19,977.44
8/01/2005	7,816.07	4.840%	12,161.37	19,977.44
9/01/2005	7,848.64	4.840%	12,128.80	19,977.44
10/01/2005	8,271.55	4.840%	11,705.89	19,977.44
11/01/2005	7,915.83	4.840%	12,061.61	19,977.44
12/01/2005	8,336.84	4.840%	11,640.60	19,977.44
1/01/2006	7,983.57	4.840%	11,993.87	19,977.44
2/01/2006	8,016.84	4.840%	11,960.60	19,977.44
3/01/2006	9,204.50	4.840%	10,772.94	19,977.44
4/01/2006	8,088.62	4.840%	11,888.83	19,977.45
5/01/2006	8,504.75	4.840%	11,472.69	19,977.44
6/01/2006	8,157.77	4.840%	11,819.67	19,977.44
7/01/2006	8,571.96	4.840%	11,405.49	19,977.45
8/01/2006	8,227.50	4.840%	11,749.94	19,977.44
9/01/2006	8,261.79	4.840%	11,715.65	19,977.44
10/01/2006	8,673.04	4.840%	11,304.40	19,977.44
11/01/2006	8,332.37	4.840%	11,645.07	19,977.44
12/01/2006	8,741.62	4.840%	11,235.82	19,977.44
1/01/2007	8,403.53	4.840%	11,573.91	19,977.44
2/01/2007	8,438.55	4.840%	11,538.89	19,977.44
3/01/2007	9,586.99	4.840%	10,390.45	19,977.44

Commerce Capital Markets, Inc.
Public Finance

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New Jersey Economic Development Authority

*Economic Development Revenue Bonds
Burlington County Community Action Program Project*

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
4/01/2007	8,513.68	4.840%	11,463.76	19,977.44
5/01/2007	8,917.82	4.840%	11,059.62	19,977.44
6/01/2007	8,586.33	4.840%	11,391.11	19,977.44
7/01/2007	8,988.42	4.840%	10,989.02	19,977.44
8/01/2007	8,659.58	4.840%	11,317.86	19,977.44
9/01/2007	8,695.67	4.840%	11,281.77	19,977.44
10/01/2007	9,094.67	4.840%	10,882.77	19,977.44
11/01/2007	8,769.82	4.840%	11,207.62	19,977.44
12/01/2007	9,166.72	4.840%	10,810.72	19,977.44
1/01/2008	8,844.57	4.840%	11,132.87	19,977.44
2/01/2008	8,881.43	4.840%	11,096.01	19,977.44
3/01/2008	9,631.93	4.840%	10,345.51	19,977.44
4/01/2008	8,958.59	4.840%	11,018.85	19,977.44
5/01/2008	9,350.17	4.840%	10,627.27	19,977.44
6/01/2008	9,034.90	4.840%	10,942.54	19,977.44
7/01/2008	9,424.33	4.840%	10,553.11	19,977.44
8/01/2008	9,111.83	4.840%	10,865.61	19,977.44
9/01/2008	9,149.81	4.840%	10,827.63	19,977.44
10/01/2008	9,535.99	4.840%	10,441.45	19,977.44
11/01/2008	9,227.69	4.840%	10,749.75	19,977.44
12/01/2008	9,611.67	4.840%	10,365.77	19,977.44
1/01/2009	9,306.21	4.840%	10,671.23	19,977.44
2/01/2009	9,344.99	4.840%	10,632.45	19,977.44
3/01/2009	10,409.12	4.840%	9,568.32	19,977.44
4/01/2009	9,427.32	4.840%	10,550.12	19,977.44
5/01/2009	9,805.67	4.840%	10,171.77	19,977.44
6/01/2009	9,507.48	4.840%	10,469.96	19,977.44
7/01/2009	9,883.57	4.840%	10,093.87	19,977.44
8/01/2009	9,588.30	4.840%	10,389.14	19,977.44
9/01/2009	9,628.26	4.840%	10,349.18	19,977.44
10/01/2009	10,000.94	4.840%	9,976.50	19,977.44
11/01/2009	9,710.07	4.840%	10,267.37	19,977.44
12/01/2009	10,080.44	4.840%	9,897.00	19,977.44
1/01/2010	9,792.55	4.840%	10,184.89	19,977.44
2/01/2010	9,833.37	4.840%	10,144.07	19,977.44
3/01/2010	10,852.07	4.840%	9,125.37	19,977.44
4/01/2010	9,919.58	4.840%	10,057.86	19,977.44
5/01/2010	10,284.04	4.840%	9,693.40	19,977.44
6/01/2010	10,003.78	4.840%	9,973.66	19,977.44
7/01/2010	10,365.86	4.840%	9,611.58	19,977.44
8/01/2010	10,088.68	4.840%	9,888.76	19,977.44
9/01/2010	10,130.73	4.840%	9,846.71	19,977.44
10/01/2010	10,489.22	4.840%	9,488.22	19,977.44
11/01/2010	10,216.67	4.840%	9,760.77	19,977.44
12/01/2010	10,572.74	4.840%	9,404.70	19,977.44
1/01/2011	10,303.31	4.840%	9,674.13	19,977.44
2/01/2011	10,346.25	4.840%	9,631.19	19,977.44

New Jersey Economic Development Authority

Economic Development Revenue Bonds
Burlington County Community Action Program Project

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
3/01/2011	11,317.25	4.840%	8,660.19	19,977.44
4/01/2011	10,436.54	4.840%	9,540.90	19,977.44
5/01/2011	10,786.41	4.840%	9,191.03	19,977.44
6/01/2011	10,525.00	4.840%	9,452.44	19,977.44
7/01/2011	10,872.36	4.840%	9,105.08	19,977.44
8/01/2011	10,614.18	4.840%	9,363.26	19,977.44
9/01/2011	10,658.41	4.840%	9,319.03	19,977.44
10/01/2011	11,002.02	4.840%	8,975.42	19,977.44
11/01/2011	10,748.69	4.840%	9,228.75	19,977.44
12/01/2011	11,089.74	4.840%	8,887.70	19,977.44
1/01/2012	10,839.71	4.840%	9,137.73	19,977.44
2/01/2012	10,884.88	4.840%	9,092.56	19,977.44
3/01/2012	11,513.94	4.840%	8,463.50	19,977.44
4/01/2012	10,978.24	4.840%	8,999.20	19,977.44
5/01/2012	11,312.81	4.840%	8,664.63	19,977.44
6/01/2012	11,071.14	4.840%	8,906.30	19,977.44
7/01/2012	11,403.10	4.840%	8,574.35	19,977.45
8/01/2012	11,164.81	4.840%	8,812.63	19,977.44
9/01/2012	11,211.34	4.840%	8,766.10	19,977.44
10/01/2012	11,539.34	4.840%	8,438.10	19,977.44
11/01/2012	11,306.16	4.840%	8,671.28	19,977.44
12/01/2012	11,631.48	4.840%	8,345.96	19,977.44
1/01/2013	11,401.76	4.840%	8,575.68	19,977.44
2/01/2013	11,449.28	4.840%	8,528.16	19,977.44
3/01/2013	12,317.69	4.840%	7,659.75	19,977.44
4/01/2013	11,548.34	4.840%	8,429.10	19,977.44
5/01/2013	11,866.82	4.840%	8,110.62	19,977.44
6/01/2013	11,645.93	4.840%	8,331.52	19,977.45
7/01/2013	11,961.66	4.840%	8,015.78	19,977.44
8/01/2013	11,744.32	4.840%	8,233.12	19,977.44
9/01/2013	11,793.26	4.840%	8,184.18	19,977.44
10/01/2013	12,104.84	4.840%	7,872.60	19,977.44
11/01/2013	11,892.87	4.840%	8,084.57	19,977.44
12/01/2013	12,201.63	4.840%	7,775.81	19,977.44
1/01/2014	11,993.29	4.840%	7,984.15	19,977.44
2/01/2014	12,043.27	4.840%	7,934.17	19,977.44
3/01/2014	12,856.43	4.840%	7,121.01	19,977.44
4/01/2014	12,147.05	4.840%	7,830.39	19,977.44
5/01/2014	12,448.63	4.840%	7,528.81	19,977.44
6/01/2014	12,249.56	4.840%	7,727.88	19,977.44
7/01/2014	12,548.25	4.840%	7,429.19	19,977.44
8/01/2014	12,352.91	4.840%	7,624.53	19,977.44
9/01/2014	12,404.39	4.840%	7,573.05	19,977.44
10/01/2014	12,698.72	4.840%	7,278.72	19,977.44
11/01/2014	12,509.02	4.840%	7,468.42	19,977.44
12/01/2014	12,800.39	4.840%	7,177.05	19,977.44
1/01/2015	12,614.50	4.840%	7,362.94	19,977.44

New Jersey Economic Development Authority

Economic Development Revenue Bonds
Burlington County Community Action Program Project

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
2/01/2015	12,667.08	4.840%	7,310.36	19,977.44
3/01/2015	13,422.22	4.840%	6,555.23	19,977.45
4/01/2015	12,775.81	4.840%	7,201.63	19,977.44
5/01/2015	13,059.65	4.840%	6,917.79	19,977.44
6/01/2015	12,883.49	4.840%	7,093.95	19,977.44
7/01/2015	13,164.29	4.840%	6,813.15	19,977.44
8/01/2015	12,992.05	4.840%	6,985.39	19,977.44
9/01/2015	13,046.20	4.840%	6,931.24	19,977.44
10/01/2015	13,322.40	4.840%	6,655.04	19,977.44
11/01/2015	13,156.09	4.840%	6,821.35	19,977.44
12/01/2015	13,429.20	4.840%	6,548.24	19,977.44
1/01/2016	13,266.90	4.840%	6,710.54	19,977.44
2/01/2016	13,322.19	4.840%	6,655.25	19,977.44
3/01/2016	13,803.50	4.840%	6,173.94	19,977.44
4/01/2016	13,435.24	4.840%	6,542.20	19,977.44
5/01/2016	13,700.47	4.840%	6,276.97	19,977.44
6/01/2016	13,548.34	4.840%	6,429.10	19,977.44
7/01/2016	13,810.37	4.840%	6,167.07	19,977.44
8/01/2016	13,662.36	4.840%	6,315.08	19,977.44
9/01/2016	13,719.31	4.840%	6,258.13	19,977.44
10/01/2016	13,976.52	4.840%	6,000.92	19,977.44
11/01/2016	13,834.74	4.840%	6,142.70	19,977.44
12/01/2016	14,088.69	4.840%	5,888.75	19,977.44
1/01/2017	13,951.11	4.840%	6,026.33	19,977.44
2/01/2017	14,009.26	4.840%	5,968.18	19,977.44
3/01/2017	14,639.56	4.840%	5,337.88	19,977.44
4/01/2017	14,128.66	4.840%	5,848.78	19,977.44
5/01/2017	14,374.32	4.840%	5,603.12	19,977.44
6/01/2017	14,247.46	4.840%	5,729.98	19,977.44
7/01/2017	14,489.76	4.840%	5,487.68	19,977.44
8/01/2017	14,367.23	4.840%	5,610.21	19,977.44
9/01/2017	14,427.11	4.840%	5,550.33	19,977.44
10/01/2017	14,664.34	4.840%	5,313.10	19,977.44
11/01/2017	14,548.35	4.840%	5,429.09	19,977.44
12/01/2017	14,782.16	4.840%	5,195.28	19,977.44
1/01/2018	14,670.60	4.840%	5,306.84	19,977.44
2/01/2018	14,731.74	4.840%	5,245.70	19,977.44
3/01/2018	15,294.84	4.840%	4,682.60	19,977.44
4/01/2018	14,856.88	4.840%	5,120.56	19,977.44
5/01/2018	15,081.99	4.840%	4,895.45	19,977.44
6/01/2018	14,981.66	4.840%	4,995.78	19,977.44
7/01/2018	15,203.24	4.840%	4,774.20	19,977.44
8/01/2018	15,107.47	4.840%	4,869.97	19,977.44
9/01/2018	15,170.43	4.840%	4,807.01	19,977.44
10/01/2018	15,386.68	4.840%	4,590.76	19,977.44
11/01/2018	15,297.79	4.840%	4,679.65	19,977.44
12/01/2018	15,510.44	4.840%	4,467.00	19,977.44

New Jersey Economic Development Authority

Economic Development Revenue Bonds
Burlington County Community Action Program Project

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
1/01/2019	15,426.19	4.840%	4,551.25	19,977.44
2/01/2019	15,490.48	4.840%	4,486.96	19,977.44
3/01/2019	15,983.02	4.840%	3,994.42	19,977.44
4/01/2019	15,621.65	4.840%	4,355.79	19,977.44
5/01/2019	15,825.17	4.840%	4,152.27	19,977.44
6/01/2019	15,752.72	4.840%	4,224.72	19,977.44
7/01/2019	15,952.54	4.840%	4,024.90	19,977.44
8/01/2019	15,884.86	4.840%	4,092.58	19,977.44
9/01/2019	15,951.06	4.840%	4,026.38	19,977.44
10/01/2019	16,145.28	4.840%	3,832.16	19,977.44
11/01/2019	16,084.83	4.840%	3,892.61	19,977.44
12/01/2019	16,275.28	4.840%	3,702.16	19,977.44
1/01/2020	16,219.70	4.840%	3,757.74	19,977.44
2/01/2020	16,287.30	4.840%	3,690.14	19,977.44
3/01/2020	16,588.88	4.840%	3,388.56	19,977.44
4/01/2020	16,424.32	4.840%	3,553.12	19,977.44
5/01/2020	16,605.19	4.840%	3,372.25	19,977.44
6/01/2020	16,561.98	4.840%	3,415.46	19,977.44
7/01/2020	16,738.96	4.840%	3,238.48	19,977.44
8/01/2020	16,700.77	4.840%	3,276.67	19,977.44
9/01/2020	16,770.38	4.840%	3,207.06	19,977.44
10/01/2020	16,941.47	4.840%	3,035.97	19,977.44
11/01/2020	16,910.88	4.840%	3,066.56	19,977.44
12/01/2020	17,078.01	4.840%	2,899.43	19,977.44
1/01/2021	17,052.54	4.840%	2,924.90	19,977.44
2/01/2021	17,123.61	4.840%	2,853.83	19,977.44
3/01/2021	17,464.25	4.840%	2,513.19	19,977.44
4/01/2021	17,267.77	4.840%	2,709.67	19,977.44
5/01/2021	17,424.82	4.840%	2,552.62	19,977.44
6/01/2021	17,412.36	4.840%	2,565.08	19,977.44
7/01/2021	17,565.33	4.840%	2,412.11	19,977.44
8/01/2021	17,558.14	4.840%	2,419.30	19,977.44
9/01/2021	17,631.32	4.840%	2,346.12	19,977.44
10/01/2021	17,778.11	4.840%	2,199.33	19,977.44
11/01/2021	17,778.89	4.840%	2,198.55	19,977.44
12/01/2021	17,921.52	4.840%	2,055.92	19,977.44
1/01/2022	17,927.69	4.840%	2,049.75	19,977.44
2/01/2022	18,002.40	4.840%	1,975.04	19,977.44
3/01/2022	18,261.31	4.840%	1,716.13	19,977.44
4/01/2022	18,153.54	4.840%	1,823.90	19,977.44
5/01/2022	18,285.60	4.840%	1,691.84	19,977.44
6/01/2022	18,305.41	4.840%	1,672.03	19,977.44
7/01/2022	18,433.18	4.840%	1,544.26	19,977.44
8/01/2022	18,458.53	4.840%	1,518.91	19,977.44
9/01/2022	18,535.46	4.840%	1,441.98	19,977.44
10/01/2022	18,656.74	4.840%	1,320.70	19,977.44
11/01/2022	18,690.47	4.840%	1,286.97	19,977.44

New Jersey Economic Development Authority

*Economic Development Revenue Bonds
Burlington County Community Action Program Project*

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
12/01/2022	18,807.37	4.840%	1,170.07	19,977.44
1/01/2023	18,846.75	4.840%	1,130.69	19,977.44
2/01/2023	18,925.30	4.840%	1,052.14	19,977.44
3/01/2023	19,098.37	4.840%	879.07	19,977.44
4/01/2023	19,083.78	4.840%	893.66	19,977.44
5/01/2023	19,189.58	4.840%	787.86	19,977.44
6/01/2023	19,243.29	4.840%	734.15	19,977.44
7/01/2023	19,344.59	4.840%	632.85	19,977.44
8/01/2023	19,404.12	4.840%	573.32	19,977.44
9/01/2023	19,484.99	4.840%	492.45	19,977.44
10/01/2023	19,579.47	4.840%	397.97	19,977.44
11/01/2023	19,647.80	4.840%	329.64	19,977.44
12/01/2023	19,737.68	4.840%	239.76	19,977.44
1/01/2024	19,811.95	4.840%	165.49	19,977.44
2/01/2024	19,894.52	4.840%	82.92	19,977.44
Total	3,057,464.00	-	1,864,385.49	4,921,849.49

YIELD STATISTICS

Bond Year Dollars.....	\$37,958.88
Average Life.....	12.415 Years
Average Coupon.....	4.9115930%
Net Interest Cost (NIC).....	4.9115930%
True Interest Cost (TIC).....	4.9625737%
Bond Yield for Arbitrage Purposes.....	4.9625737%
All Inclusive Cost (AIC).....	4.9625737%
IRS FORM 8038	
Net Interest Cost.....	4.9115930%
Weighted Average Maturity.....	12.415 Years

Commerce Capital Markets, Inc.
Public Finance

File = BURLINGTONCOUNTYACTION.SF
4/15/2003 9:09 AM

RECEIVED

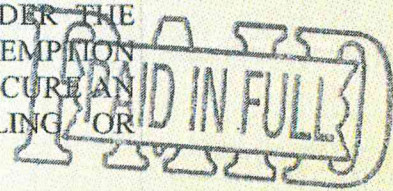
APR 13 2018

EXECUTIVE OFFICE

THE STATE OF NEW JERSEY IS NOT OBLIGATED TO PAY, AND NEITHER THE FAITH AND CREDIT NOR TAXING POWER OF THE STATE OF NEW JERSEY IS PLEDGED TO THE PAYMENT OF, THE PRINCIPAL OR REDEMPTION PRICE, IF ANY, OF OR INTEREST ON THIS BOND. THIS BOND IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY OUT OF THE REVENUES OR OTHER RECEIPTS, FUNDS OR MONEYS OF THE AUTHORITY PLEDGED UNDER THE AGREEMENT AND FROM ANY AMOUNTS OTHERWISE AVAILABLE UNDER THE AGREEMENT FOR THE PAYMENT OF THIS BOND. THIS BOND DOES NOT NOW AND SHALL NEVER CONSTITUTE A CHARGE AGAINST THE GENERAL CREDIT OF THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWER.

THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT BOND
(BURLINGTON COUNTY COMMUNITY ACTION PROGRAM - 2003 PROJECT)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 IN RELIANCE ON AN EXEMPTION THEREFROM. HOLDERS OF THIS BOND MUST SECURE AN APPROPRIATE EXEMPTION PRIOR TO SELLING OR ASSIGNING THIS BOND.



\$3,057,464

April 16, 2003

THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, a public body politic and corporate constituting a political subdivision of the State of New Jersey (the "Authority"), hereby promises to pay, but solely from the sources as hereinafter provided, to COMMERCE BANK, NATIONAL ASSOCIATION (the "Purchaser"), the sum of THREE MILLION FIFTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS (\$3,057,464) in lawful money of the United States of America, together with interest on the outstanding principal amount of this Bond from the date hereof until payment in full as hereinafter provided. Interest shall accrue on the outstanding principal amount of this Bond until paid in full, commencing on the date hereof at a Tax-Exempt Rate or a Taxable Rate, as applicable, per annum as set forth below. Interest will be calculated on the basis of a 360-day year for the actual number of days in the interest period.

Payments shall be made as follows:

- (i) Payments of interest shall be paid monthly on the first (1st) day of each month commencing on May 1, 2003 until maturity or earlier redemption at the Tax-Exempt Rate. "Tax-Exempt Rate" means (i) for the period commencing on the Closing Date and continuing until the fifth (5th) anniversary of the Closing Date (the "Initial Rate Period"), a fixed rate equal to 4.84% and (ii) for the period commencing on the fifth (5th) anniversary of the Closing Date, the tenth (10th) anniversary of the Closing Date and the fifteenth (15th) anniversary of the Closing Date (each, a "Subsequent Rate Period"), a rate, as determined by the Purchaser, not less than thirty (30) days prior to the end of the Initial Rate Period and each Subsequent Rate Period (each, a "Reset

Date"), based upon the 5-year Treasury rate then in effect on each Reset Date plus two percent (2.0%).

- (ii) Payments of principal shall be paid monthly on the first (1st) day of each month commencing on February 1, 2004 in 240 monthly installments in the amounts set forth on Schedule 1 attached hereto.
- (iii) In the event the Borrower should fail to make any payment required by this Bond within fifteen (15) days of the date payment is due or an Event of Default (as defined in the hereinafter defined Agreement) occurs, the unpaid amount shall bear interest at the rate of interest then in effect (whether a Tax-Exempt Rate or a Taxable Rate), plus five percent (5.0%) per annum from the date due until paid.
- (iv) Upon the occurrence of a Determination of Taxability (as defined in the Agreement) and subject to the Authority's rights as set forth in Section 6.8 of the Agreement, in the event the Purchaser elects not to optionally redeem the Bond as set forth in Section 4.2(b) of the Agreement, the Tax-Exempt Rate of interest on this Bond shall increase to the Taxable Rate (as defined in the Agreement).

At least fifteen (15) days prior to each payment date, the Purchaser shall provide Burlington County Community Action Program (the "Borrower"), with written notice of the amount of interest or principal and interest due hereon on the next succeeding payment date; provided, however, that failure to give such notice or any defect therein shall not affect the amount of interest to accrue hereon.

All payments on this Bond shall be applied first to the payment of interest, and the balance, if any, to the payment and reduction of principal.

All payments of principal and redemption premium, if any, of and interest on this Bond shall be made to the Purchaser in immediately available funds and in lawful money of the United States of America on the date due, at the address of the registered owner hereof, as it appears on the bond registration books to be kept by the COMMERCE BANK, NATIONAL ASSOCIATION, as escrow agent (said company, together with its successors, the "Escrow Agent"), or elsewhere as shall be directed by the registered owner hereof. The final payment of principal and interest shall be made only upon surrender of this Bond.

This Bond is one of the duly authorized issue of bonds of the Authority designated as its Economic Development Bonds (Burlington County Community Action Program - 2003 Project), issued in the aggregate principal amount of \$3,057,464 under and by virtue of the New Jersey Economic Development Authority Act, constituting Chapter 80 of the Pamphlet Laws of 1974 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (herein collectively called the "Act"), resolutions duly adopted by the Authority on December 10, 2002 and January 14, 2003 (collectively the "Resolution"), and a Bond Agreement dated as of April 16, 2003 ("Agreement"), by and among the Authority, the Purchaser, the Escrow Agent and the Borrower.

This Bond is subject to redemption prior to its stated date of maturity as and when the Borrower is required to or may prepay the Note (as defined in the Agreement) pursuant to the Agreement.

Any redemption of this Bond shall occur on the dates and in the principal amounts set forth in Sections 4.9 and 4.10 of the Agreement for prepayment of the Note. Any such redemption shall be at a price equal to the principal amount of this Bond being redeemed, plus accrued interest to the redemption date, and with the redemption premium, if any, described in Sections 4.9 and 4.10 of the Agreement. If this Bond is redeemed in part, amounts of principal paid in connection with such partial redemption shall be applied to the principal installments due hereunder in such order as specified in the Agreement.

The principal of and interest on this Bond may be declared immediately due and payable upon the occurrence of an Event of Default (as defined in the Agreement) or at the option of the Purchaser or the Authority, upon the occurrence of a Determination of Taxability.

Copies of the Agreement, the Resolution, the Note and the other Loan Documents referred to in the Agreement, are on file at the principal office of the Escrow Agent located at 1701 Route 70 East, Cherry Hill, New Jersey 08034 and reference is made to those instruments for a more complete statement of, among other things, the terms and conditions under which this Bond has been issued and is secured, the rights and remedies of the registered owner of this Bond, and the rights, duties and obligations of the Borrower, the Escrow Agent and the Authority.

Certain rights of the Authority under the Agreement and under the other Loan Documents have been assigned and pledged by the Authority to the Purchaser as security for the Authority's obligations created by this Bond. Upon the occurrence of an Event of Default under the Agreement, the Purchaser shall have the right to exercise any or all of the rights and remedies assigned to it in Section 4.6 of the Agreement or the in other Loan Documents.

This Bond is a special, limited obligation of the Authority and is payable solely out of the moneys derived by the Authority from the loan to the Borrower or pursuant to the Agreement or derived from the liquidation of any property pledged to the Authority and the Purchaser as security for the Loan.

This Bond is transferable, as provided in the Agreement, only upon the books of the Authority, maintained at the principal office of the Escrow Agent, by the registered owner hereof, in person or by its attorney duly authorized, in writing, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Escrow Agent and duly executed by the registered owner, or its duly authorized attorney. No transfer of this Bond shall be valid unless made on such books and similarly noted by endorsement of the Escrow Agent on this Bond, or unless, at the expense of the registered owner, the Authority shall execute and deliver a new bond registered in the name of the transferee. Notwithstanding any other provision of this Bond, the Agreement or any other Loan Document, this Bond shall be transferable only as a whole to a single purchaser and may not be transferred in part. Nothing contained in the preceding sentence shall be deemed to preclude the Purchaser or any subsequent holder of this Bond from selling or otherwise transferring interests

in this Bond pursuant to a separate participation agreement so long as this Bond remains registered in the name of the Purchaser or subsequent holder of this Bond. The Authority, the Borrower and the Escrow Agent may treat and consider the Person in whose name this Bond is registered as the holder and absolute owner of this Bond for all purposes notwithstanding any transfer of an interest in this Bond in accordance with the preceding sentence.

Capitalized terms used in this Bond shall have the meanings assigned to them in the Agreement unless the context clearly indicates otherwise.

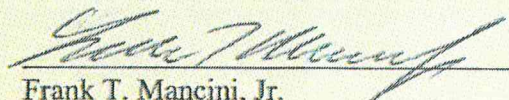
The Act provides that neither the members of the Authority nor any person executing bonds for the Authority shall be liable personally on said bonds by reason of the issuance thereof.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State of New Jersey or the Agreement to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issuance of this Bond is within every debt and other limit prescribed by said Constitution and statutes.

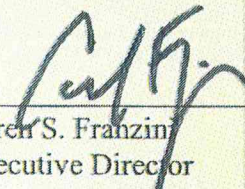
IN WITNESS WHEREOF, THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY has caused this Bond to be signed in its name and on its behalf by the manual signature of its Executive Director and its corporate seal affixed, imprinted or reproduced hereon and attested by its Assistant Secretary, this 16 day of April, 2003.

ATTEST:

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY



Frank T. Mancini, Jr.
Assistant Secretary

By: 

Caren S. Franzini
Executive Director

(SEAL)

Re: Line of credit

Dr. Ruben A. Johnson <rjohnson@bccap.org>

Tue 6/11/2019 2:22 PM

To: Kates, William <William.Kates@td.com>

Is it possible for you to send me that document.?

Dr. Johnson

Get [Outlook for iOS](#)

From: Kates, William <William.Kates@td.com>

Sent: Tuesday, June 11, 2019 10:10:33 AM

To: Dr. Ruben A. Johnson

Subject: RE: Line of credit

Good morning Dr. Johnson

I am not seeing real estate securing this credit line.

Please let me know if you need anything else

Thanks again,

Bill

William G. Kates, Vice President

Commercial Lending

TD Bank, America's Most Convenient Bank

1701 Route 70 East

Cherry Hill, New Jersey 08034

T: 856-874-2420 F: 856-424-0783

william.kates@td.com

Internal

From: Dr. Ruben A. Johnson <rjohnson@bccap.org>

Sent: Tuesday, June 11, 2019 9:37 AM

To: Kates, William <William.Kates@td.com>

Subject: Line of credit

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

ATTENTION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES

Good morning,

Please see if our head start facilities were used to secure this credit line? The locations are, Lumberton site and Delano site. If this is the case we will need to discuss, because HEAD START sites with federal interest cannot be used. Please advise?

Thanks

Dr. Johnson

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2/10/2020

Mail - Dr. Ruben A. Johnson - Outlook

This message and any attachments may contain confidential or privileged information and are intended only for the use of the intended recipients of this message. If you are not the intended recipient of this message, please notify the sender by return email, and delete this and all copies of this message and any attachments from your system. Any unauthorized disclosure, use, distribution, or reproduction of this message or any attachments is prohibited and may be unlawful.



M10359XX000002210235900500942043

AMENDED AND RESTATED
REVOLVING TERM NOTE

March 4, 2019

\$100,000.00

For value received, the undersigned Burlington County Community Action Program, a New Jersey corporation, with an address of 718 South Route 130, Burlington, New Jersey 08016 (the "Borrower"), promises to pay to the order of TD Bank, N.A., a National Association with an address of 1701 Route 70 East, Cherry Hill, New Jersey 08034 (together with its successors and assigns, the "Bank"), the principal amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), or, if less, such amount as may be the aggregate unpaid principal amount of all loans or advances made by the Bank to the Borrower pursuant hereto, on or before December 31, 2019 (the "Maturity Date") unless extended in writing by the Bank in its sole and absolute discretion, together with interest from the date hereof on the unpaid principal balance from time to time outstanding until paid in full. The aggregate principal balance outstanding shall bear interest thereon at a per annum rate equal to One-Half Percent (0.5%) above the Wall Street Journal Prime Rate (as hereinafter defined). All accrued and unpaid interest shall be payable monthly in arrears on the 15th day of each month, commencing on March 15, 2019.

Notwithstanding anything to the contrary in this Note, the interest rate on this Note is limited by a floor as follows: the minimum interest rate (i.e. floor) is 6.5% per annum.

Wall Street Journal Prime Rate means the rate published from time to time by the Wall Street Journal as the U.S. Prime Rate, or, in the event the Wall Street Journal ceases publication of Prime Rates, the base, reference or other rate then designated by the Bank, in its sole discretion, for general commercial loan reference purposes, it being understood that such rate is a reference rate, not necessarily the lowest, established from time to time, which serves as the basis upon which effective interest rates are calculated for loans making reference thereto.

The effective interest rate applicable to the Borrower's loans evidenced hereby shall change on the date of each change in the Wall Street Journal Prime Rate.

This Note is an amendment and restatement of that certain \$50,000.00 Promissory Note, dated February 24, 2003 (as previously amended, modified or supplemented the "Original Note"), by the Borrower in favor of the Bank and shall be secured to the same extent and with the same priority as the Original Note.

Principal and interest shall be payable at the Bank's main office or at such other place as the Bank may designate in writing in immediately available funds in lawful money of the United States of America without set-off, deduction or counterclaim. Interest shall be calculated on the basis of actual number of days elapsed and a 360-day year.

This Note is a revolving note and, subject to the foregoing and in accordance with the provisions hereof and of any and all other agreements between the Borrower and the Bank related hereto, the Borrower may, at its option, borrow, pay, prepay and reborrow hereunder at any time prior to the Maturity Date or such earlier date as the obligations of the Borrower to the Bank under this Note, and any other agreements between the Bank and the Borrower related hereto, shall become due and payable, or the obligation of the Bank to extend financial accommodations to the Borrower shall terminate; provided,

Loan Number - Note 1: 22102359006

however, that in any event the principal balance outstanding hereunder shall at no time exceed the face amount of this Note. This Note shall continue in full force and effect until all obligations and liabilities evidenced by this Note are paid in full and the Bank is no longer obligated to extend financial accommodations to the Borrower, even if, from time to time, there are no amounts outstanding respecting this Note.

At the option of the Bank, this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default (each, an "Event of Default"): (1) default of any liability, obligation, covenant or undertaking of the Borrower, any endorser or any guarantor hereof to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower, any endorser or any guarantor hereof under any other loan document delivered by the Borrower, any endorser or any guarantor, or in connection with the loan evidenced by this Note or any other agreement by the Borrower, any endorser or any guarantor with the Bank continuing for 15 days with respect to any default (other than with respect to the payment of money for which there is no grace period); (2) failure of the Borrower, any endorser or any guarantor hereof to maintain aggregate collateral security value satisfactory to the Bank continuing for 15 days; (3) default of any material liability, obligation or undertaking of the Borrower, any endorser or any guarantor hereof to any other party continuing for 15 days; (4) if any statement, representation or warranty heretofore, now or hereafter made by the Borrower, any endorser or any guarantor hereof in connection with the loan evidenced by this Note or in any supporting financial statement of the Borrower, any endorser or any guarantor hereof shall be determined by the Bank to have been false or misleading in any material respect when made; (5) if the Borrower, any endorser or any guarantor hereof is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (6) the death of the Borrower, any endorser or any guarantor hereof and, if the Borrower, any endorser or any guarantor hereof is a partnership or limited liability company, the death of any partner or member; (7) the institution by or against the Borrower, any endorser or any guarantor hereof of any proceedings under the Bankruptcy Code 11 USC §101 et seq. or any other law in which the Borrower, any endorser or any guarantor hereof is alleged to be insolvent or unable to pay its debts as they mature; or the making by the Borrower, any endorser or any guarantor hereof of an assignment for the benefit of creditors or the granting by the Borrower, any endorser or any guarantor hereof of a trust mortgage for the benefit of creditors; (8) the service upon the Bank of a writ in which the Bank is named as trustee of money shall be rendered against the Borrower, any endorser or any guarantor hereof, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (9) any levy, lien (including mechanics lien) except as permitted under any of the other loan documents between the Bank and the Borrower, seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower, any endorser or any guarantor hereof; (10) the termination or revocation of any guaranty hereof; or (11) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower, any endorser or any guarantor hereof, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower, any endorser or any guarantor hereof to the Bank has been or may be impaired.

Any payments received by the Bank on account of this Note shall, at the Bank's option, be applied to any accrued unpaid interest, then to outstanding and due amounts of principal; then to any required escrow payment if applicable; then to any debt protection insurance premium if applicable; and then to any fees including late charges and then to any costs. Notwithstanding the foregoing, any payments received after the occurrence and during the continuance of an Event of Default shall be applied in such manner as the Bank may determine. The Borrower hereby authorizes the Bank to charge any deposit account which the Borrower may maintain with the Bank for any payment required hereunder without prior notice to the Borrower.

The Borrower hereby authorizes Bank to charge checking account number 7866610743 at Bank (or such other account maintained by the Borrower at Bank as the Borrower shall designate by written

notice to the Bank) (the "Deposit Account") to satisfy the monthly payments due and payable to Bank hereunder. Bank is hereby authorized to charge the Deposit Account on each charge date or, if any charge date shall fall on a Saturday, Sunday or legal holiday, then either on the first (1st) business day immediately preceding or the first (1st) business day immediately following any such charge date until the Note shall be paid in full.

The Borrower agrees to maintain sufficient funds in the Deposit Account to satisfy the payment due Bank under the Note on each charge date during the term of the loan. If sufficient funds are not available in the Deposit Account on any charge date to pay the amounts then due and payable under this Note, Bank, in its sole discretion, is authorized to: (a) charge the Deposit Account for such lesser amount as shall then be available; and/or (b) charge the Deposit Account on such later date or dates that funds shall be available in the Deposit Account to satisfy the payment then due (or balance of such payment then due). Notwithstanding the foregoing, the Borrower shall only be entitled to receive credit in respect of any payments of principal and interest due under this Note for funds actually received by Bank as a result of any such charges to the Deposit Account. The Borrower shall be liable to Bank for any late fees or interest at the default rate on any payments not made on a timely basis by the Borrower because of insufficient funds in the Deposit Account on any charge date. In the event the Deposit Account continues to contain insufficient funds to fully satisfy the payments due Bank under this Note, the Borrower shall be responsible for making all such payments from another source and in no event shall the obligations of the Borrower under this Note be affected or diminished as a result of any shortages in the Deposit Account, it being understood and agreed that the Borrower shall at all times remain liable for payment in full of all indebtedness under the Note.

Bank may, at Bank's sole discretion, discontinue charging the Deposit Account at any time on not less than ten (10) days' written notice to the Borrower, in which event, the Borrower shall thereafter be responsible for making all payments hereunder to Bank at the address set forth in Bank's notice or if no such address is given, then to Bank at P.O. Box 6600, Lewiston, Maine 04243-5600.

If pursuant to the terms of this Note, the Borrower is at any time obligated to pay interest on the principal balance at a rate in excess of the maximum interest rate permitted by applicable law for the loan evidenced by this Note, the applicable interest rate shall be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder.

The Borrower represents to the Bank that the proceeds of this Note will not be used for personal, family or household purposes or for the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224.

The Borrower and each endorser and guarantor hereof grant to the Bank a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from the Bank or any Bank Affiliate (as hereinafter defined) to the Borrower and/or each endorser or guarantor hereof and any cash, securities, instruments or other property of the Borrower and each endorser and guarantor hereof in the possession of the Bank or any Bank Affiliate, whether for safekeeping or otherwise, or in transit to or from the Bank or any Bank Affiliate (regardless of the reason the Bank or Bank Affiliate had received the same or whether the Bank or Bank Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower and/or any endorser or guarantor hereof to the Bank or any Bank Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower or any endorser or guarantor hereof to the Bank or any Bank Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Bank or any Bank Affiliate.

No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The

Borrower and every endorser or guarantor of this Note, regardless of the time, order or place of signing, waive presentment, demand, protest, notice of intent to accelerate, notice of acceleration and all other notices of every kind in connection with the delivery, acceptance, performance or enforcement of this Note and assent to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable and waives all recourse to suretyship and guarantor defenses generally, including any defense based on impairment of collateral. To the maximum extent permitted by law, the Borrower and each endorser and guarantor of this Note waive and terminate any homestead rights and/or exemptions respecting any premises under the provisions of any applicable homestead laws.

The Borrower and each endorser and guarantor of this Note shall indemnify, defend and hold the Bank and the Bank Affiliates and their directors, officers, employees, agents and attorneys (each an "indemnitee") harmless against any claim brought or threatened against any Indemnitee by the Borrower, by any endorser or guarantor, or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower or any endorser or guarantor hereof (each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's selection, but at the expense of the Borrower and any endorser and/or guarantor), except for any claim arising out of the gross negligence or willful misconduct of the Bank.

The Borrower and each endorser and guarantor of this Note agree to pay, upon demand, costs of collection of all amounts under this Note including, without limitation, principal and interest, or in connection with the enforcement of, or realization on, any security for this Note, including, without limitation, to the extent permitted by applicable law, reasonable attorneys' fees and expenses. Upon the occurrence and during the continuance of an Event of Default, interest shall accrue at a rate per annum equal to the aggregate of 4.0% plus the rate provided for herein. If any payment due under this Note is unpaid for 15 days or more, the Borrower shall pay, in addition to any other sums due under this Note (and without limiting the Bank's other remedies on account thereof), a late charge equal to 6.0% of such unpaid amount. Borrower acknowledges that: (a) such additional rate is a material inducement to the Bank to make the loan evidenced by this Note to the Borrower; (b) the Bank would not have made such loan in the absence of the agreement of the Borrower to pay such additional rate, (c) such additional rate represents compensation for increased risk to the Bank that such loan will not be repaid, and (d) such rate is not a penalty and represents a reasonable estimate of (i) the cost to the Bank in allocating its resources (both personal and financial) to the on-going review, monitoring, administration and collection of such loan and (ii) compensation to the Bank for losses that are difficult to ascertain.

This Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns and legal representatives, and shall inure to the benefit of the Bank and its successors, endorsees and assigns.

The liabilities of the Borrower and each Borrower, if more than one, and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorsers or guarantors shall not release any other person obligated on account of this Note. Any and all present and future debts of the Borrower to any endorser or guarantor of this Note are subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to the Bank. Each reference in this Note to the Borrower and each Borrower, if more than one, and endorser or guarantor of this Note, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated, unless and until all liabilities, obligations and indebtedness to the Bank of the person from whom contribution is sought have been irrevocably satisfied in full. The release or compromise by the Bank of any collateral shall not release any person obligated on account of this Note.

The Borrower and each endorser and guarantor hereof each authorizes the Bank to complete this Note if delivered incomplete in any respect. A photograph or other reproduction of this Note may be made by the Bank, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

The Bank is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001) (the "Act") and hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow Bank to identify the Customer in accordance with the Act.

The Borrower will from time to time execute and deliver to the Bank such documents, and take or cause to be taken, all such other further action, as the Bank may request in order to affect and confirm or vest more securely in the Bank all rights contemplated by this Note or any other loan documents related thereto (including, without limitation, to correct clerical errors) or to vest more fully in or assure to the Bank the security interest in any collateral securing this Note or to comply with applicable statute or law.

The Borrower agrees to execute, re-execute, cause any Guarantor(s) or other third party(ies) involved in the loan transaction to execute and/or re-execute and to deliver to Bank or its legal counsel, as may be deemed appropriate, any document or instrument signed in connection with the Loan which was incorrectly drafted and/or signed, as well as any document or instrument which should have been signed at or prior to the closing of the Loan, but which was not so signed and delivered. Borrower agrees to comply with any written request by Bank within ten (10) days after receipt by Borrower of such request. Failure by Borrower to so comply shall, at the option of Bank, upon notice to Borrower, constitute an event of default under this Loan. The Borrower authorizes the Bank to make any credit inquiries Bank deems necessary and authorizes any person or credit reporting agency to give Bank a copy of the Borrower's credit report and any other financial information it may have.

This Note shall be governed by the laws of the State of New Jersey without giving effect to the conflicts of laws principles thereof.

Any notices under or pursuant to this Note shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Note or as any party may from time to time designate by written notice to the other party. Notwithstanding the foregoing notices to the Bank with respect to accounting and collateral release and notices to the Trustee pursuant to a Deed of Trust shall be sent to the Bank as follows: Attention: VP Loan Servicing, Loan Services, 8000 Atrium Way, Mt. Laurel, NJ 08054.

The term "Bank Affiliate" as used in this Note shall mean any "Affiliate" of the Bank. The term "Affiliate" shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

The Borrower and each endorser and guarantor of this Note each irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New Jersey, over any suit, action or proceeding arising out of or relating to this Note. Each of the Borrower and each endorser and guarantor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Each of the Borrower and each endorser and guarantor hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Borrower's, endorser's or guarantor's address shown below or as notified to the Bank and (ii) by serving the same upon the Borrower(s), endorser(s) or guarantor(s) in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Borrower or such endorser or guarantor.

THE BORROWER, EACH ENDORSER AND GUARANTOR AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS NOTE, ANY OF THE OBLIGATIONS OF THE BORROWER, EACH ENDORSER AND GUARANTOR TO THE BANK, AND ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND (B) AGREES NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN, WAIVED, THE BORROWER, EACH ENDORSER AND GUARANTOR AND THE BANK EACH CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

Executed as an instrument under seal as of March 4, 2019.

Borrower:

Burlington County Community Action Program

By:


Dr. Ruben A. Johnson, Executive Director

718 South Route 130
Burlington, New Jersey
08018



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MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT is entered into as of March 4, 2019, between Burlington County Community Action Program, a New Jersey corporation, with an address of 718 South Route 130, Burlington, New Jersey 08016 (the "Borrower") and TD Bank, N.A., a National Association with an address of 1701 Route 70 East, Cherry Hill, New Jersey 08034 (the "Bank").

WHEREAS, the Bank established a revolving line of credit (the "Revolving Loan") for Borrower which matures on March 31, 2019 (the "Maturity Date") respecting which Bank agreed to lend to Borrower upon Borrower's request, but subject to the terms and conditions set forth in various loan documents, of up to Fifty Thousand Dollars and Zero Cents (\$50,000.00) (the "Revolving Loan Amount");

WHEREAS, the Revolving Loan is evidenced by that certain Promissory Note, dated February 24, 2003 and Amended and Restated Note dated March 30, 2011 (as previously amended, modified or supplemented, the "Note"), by the Borrower in favor of the Bank in the face amount of the Revolving Loan Amount;

WHEREAS, in connection with the Revolving Loan, Borrower entered into that certain Loan Agreement, dated February 24, 2003 and Amended and Restated Loan Agreement dated March 30, 2011 (as previously amended, modified or supplemented, the "Loan Agreement");

WHEREAS, the Loan Agreement and the Note and all other documents and instruments executed in connection with or relating to the Loan are referred to herein, collectively, as the "Loan Documents"; and all collateral granted to the Bank to secure the Loan is referred to herein, collectively, as the "Collateral";

WHEREAS, the Borrower has requested and the Bank has agreed to increase the amount of availability under the Loan Documents;

WHEREAS, the Borrower and the Bank have agreed to modify the Loan and the Loan Documents in accordance with the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank and the Borrower mutually agree as follows:

1. MODIFICATION

1.1 Recitals and Representations Accurate. The above recitals are hereby made a part of this Agreement and the Borrower acknowledges and agrees that each of the recitals is true and correct.

1.2 Ratification. All of the terms, covenants, provisions, representations, warranties, and conditions of the Loan Documents, as amended or modified hereby, are ratified, acknowledged, confirmed, and continued in full force and effect as if fully restated herein.

1.3 Increased Availability. Availability under the Loan Documents shall be increased from Fifty Thousand Dollars and Zero Cents (\$50,000.00) to One Hundred Thousand Dollars and Zero Cents (\$100,000.00) (the "Revised Borrowing Limit") and all references to availability in the Loan Documents

Loan Number - Note 1: 22102359005

shall be modified accordingly.

1.4 Amended and Restated Note. The Note shall be amended and restated in the form attached hereto as Exhibit A (the "Amended Note").

1.5 Representations and Warranties. The Borrower hereby represents and warrants to the Bank that:

- (a) The person executing this Agreement is duly authorized to do so and to bind the Borrower to the terms hereof;
- (b) Each of the Loan Documents is a valid and legal binding obligation of the Borrower, enforceable in accordance with its terms, and is not subject to any defenses, counterclaims, or offsets of any kind;
- (c) All financial statements delivered to the Bank were true, accurate and complete, in all material respects, as of the date of delivery to the Bank;
- (d) Since the date of the Loan Documents there has been no material adverse change in the condition, financial or otherwise, of the Borrower, except as disclosed to the Bank in writing;
- (e) There exists no action, suit, proceeding or investigation, at law or in equity, before any court, board, administrative body or other entity, pending or threatened, affecting the Borrower or its property, wherein an unfavorable decision, ruling or finding would materially adversely affect the business operations, property or financial condition of the Borrower; and
- (f) There exists no event of default, or other circumstance that with the passage of time or giving of notice or both will become an event of default, under any of the Loan Documents.

1.6 Interest, Fees, Costs and Expenses. The Borrower shall, simultaneously with the execution of this Agreement, pay to the Bank all accrued interest owing on the Loan as of the date of this Agreement together with all fees, costs and expenses due and owing to the Bank by the Borrower under the Loan Documents.

2. MISCELLANEOUS

2.1 Set-Off. The Borrower hereby grants to the Bank a continuing lien and security interest in any and all deposits or other sums at any time credited by or due from the Bank to the Borrower and any cash, securities, instruments or other property of the Borrower in the possession of the Bank, whether for safekeeping or otherwise, or in transit to or from the Bank (regardless of the reason the Bank had received the same or whether the Bank has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to the Bank and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower to the Bank at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Bank.

2.2 Release of the Bank. The Borrower hereby confirms that as of the date hereof it has no claim, set-off, counterclaim, defense, or other cause of action against the Bank including, but not limited to, a defense of usury, any claim or cause of action at common law, in equity, statutory or otherwise, in contract or in tort, for fraud, misfeasance, misrepresentation, financial loss, usury, deceptive trade practice, or any other loss, damage or liability of any kind, including, without limitation, any claim to exemplary or punitive damages arising out of any transaction between the Borrower and the Bank. To the extent that any such set-off, counterclaim, defense, or other cause of action may exist or might hereafter arise based on facts known or unknown that exist as of this date, such set-off, counterclaim, defense and other cause of action is hereby expressly and knowingly waived and released by the

Borrower. The Borrower acknowledges that this release is part of the consideration to the Bank for the financial and other accommodations granted by the Bank in this Agreement.

2.3 Costs and Expenses. The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in establishing, maintaining, protecting or enforcing any of the Bank's rights or any of the obligations owing by the Borrower to the Bank, including, without limitation, any and all such costs and expenses incurred or paid by the Bank in defending the Bank's security interest in, title or right to, the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Loan.

2.4 Indemnification. The Borrower shall indemnify, defend and hold the Bank and its directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless against any claim brought or threatened against any Indemnitee by the Borrower or any guarantor or endorser of the obligations of the Borrower to the Bank, or any other person (as well as from attorneys' fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower, or any guarantor or endorser of the obligations of the Borrower to the Bank (each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's election, but at the expense of the Borrower), except for any claim arising out of the gross negligence or willful misconduct of the Bank. The within Indemnification shall survive payment of the obligations of the Borrower to the Bank, and/or any termination, release or discharge executed by the Bank in favor of the Borrower.

2.5 Severability. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

2.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

2.7 Complete Agreement. This Agreement and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

2.8 Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Bank shall be entitled to rely thereon) until released in writing by the Bank. The Bank may transfer and assign this Agreement and deliver the Collateral to the assignee, who shall thereupon have all of the rights of the Bank; and the Bank shall then be relieved and discharged of any responsibility or liability with respect to this Agreement and the Collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

2.9 Further Assurances. The Borrower will from time to time execute and deliver to the Bank such documents, and take or cause to be taken, all such other further action, as the Bank may request in order to effect and confirm or vest more securely in the Bank all rights contemplated by this Agreement (including, without limitation, to correct clerical errors) or to vest more fully in or assure to the Bank the security interest in the Collateral or to comply with applicable statute or law and to facilitate the collection of the Collateral (including, without limitation, the execution of stock transfer orders and stock powers, endorsement of promissory notes and instruments and notifications to obligors on the Collateral). To the extent permitted by applicable law, the Borrower authorizes the Bank to file financing statements, continuation statements or amendments without the Borrower's signature appearing thereon, and any such financing statements, continuation statements or amendments may be signed by the Bank on behalf

of the Borrower, if necessary, and may be filed at any time in any jurisdiction. The Bank may at any time and from time to time file financing statements, continuation statements and amendments thereto which contain any information required by the New Jersey Uniform Commercial Code (Title 12A N.J.S.A.) as amended from time to time (the "Code") for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether the Borrower is an organization, the type of organization and any organization identification number issued to the Borrower. The Borrower agrees to furnish any such information to the Bank promptly upon request. In addition, the Borrower shall at any time and from time to time take such steps as the Bank may reasonably request for the Bank (i) to obtain an acknowledgment, in form and substance satisfactory to the Bank, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for the Bank, (ii) to obtain "control" (as defined in the Code) of any Collateral comprised of deposit accounts, electronic chattel paper, letter of credit rights or investment property, with any agreements establishing control to be in form and substance satisfactory to Bank, and (iii) otherwise to insure the continued perfection and priority of the Bank's security interest in any of the Collateral and the preservation of its rights therein. The Borrower hereby constitutes the Bank its attorney-in-fact to execute, if necessary, and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Agreement terminates in accordance with its terms, all obligations of the Borrower to the Bank are irrevocably paid in full and the Collateral is released.

2.10 Amendments and Waivers. This Agreement may be amended and the Borrower may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if the Borrower shall obtain the Bank's prior written consent to each such amendment, action or omission to act. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of the Bank on any future occasion.

2.11 Terms of Agreement. This Agreement shall continue in force and effect so long as any obligation of the Borrower to Bank shall be outstanding and is supplementary to each and every other agreement between the Borrower and Bank and shall not be so construed as to limit or otherwise derogate from any of the rights or remedies of Bank or any of the liabilities, obligations or undertakings of the Borrower under any such agreement, nor shall any contemporaneous or subsequent agreement between the Borrower and the Bank be construed to limit or otherwise derogate from any of the rights or remedies of Bank or any of the liabilities, obligations or undertakings of the Borrower hereunder, unless such other agreement specifically refers to this Agreement and expressly so provides.

2.12 Notices. Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Agreement or as any party may from time to time designate by written notice to the other party; notwithstanding the foregoing notices to the Bank with respect to accounting and collateral release and notices to the Trustee pursuant to a Deed of Trust shall be sent to the Bank as follows: Attention: VP Loan Servicing, Loan Services, 6000 Alrium Way, Mt. Laurel NJ 08054.

2.13 New Jersey Law. This Agreement shall be governed by the laws of the State of New Jersey without giving effect to the conflicts of laws principles thereof.

2.14 Reproductions. This Agreement and all documents which have been or may be hereafter furnished by Borrower to the Bank may be reproduced by the Bank by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

2.16 Venue. Borrower irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New Jersey, over any suit, action or proceeding arising out of or relating to this Agreement.

Borrower irrevocably waives to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Borrower irrevocably appoints the Secretary of State of the State of New Jersey as its authorized agent to accept and acknowledge on its behalf any and all process which may be served in any such suit, action or proceeding, consents to such process being served (i) by mailing a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to Borrower's address shown above or as notified to the Bank and (ii) by serving the same upon such agent, and agrees that such service shall in every respect be deemed effective service upon Borrower.

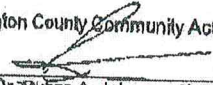
2.16 JURY WAIVER. BORROWER AND BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, WAIVE (A) ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE BORROWER CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

Executed under seal on this day March 4, 2019.

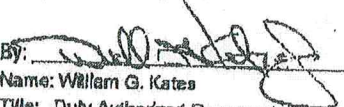
Borrower:

Burlington County Community Action Program

By:


Dr. Ruben A. Johnson, Executive Director

Accepted: TD Bank, N.A.

By: 
Name: William G. Kates
Title: Duty Authorized Representative

Loan Number - Note 1: 22102359006



M10359XX000002210235900100940206

AMENDED AND RESTATED
REVOLVING TERM NOTE

March 4, 2019

\$100,000.00

For value received, the undersigned Burlington County Community Action Program, a New Jersey corporation, with an address of 718 South Route 130, Burlington, New Jersey 08016 (the "Borrower"), promises to pay to the order of TD Bank, N.A., a National Association with an address of 1701 Route 70 East, Cherry Hill, New Jersey 08034 (together with its successors and assigns, the "Bank"), the principal amount of **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**, or, if less, such amount as may be the aggregate unpaid principal amount of all loans or advances made by the Bank to the Borrower pursuant hereto, on or before **December 31, 2019** (the "Maturity Date") unless extended in writing by the Bank in its sole and absolute discretion, together with interest from the date hereof on the unpaid principal balance from time to time outstanding until paid in full. The aggregate principal balance outstanding shall bear interest thereon at a per annum rate equal to **One-Half Percent (0.5%)** above the Wall Street Journal Prime Rate (as hereinafter defined). All accrued and unpaid interest shall be payable monthly in arrears on the 15th day of each month, commencing on **March 15, 2019**.

Notwithstanding anything to the contrary in this Note, the interest rate on this Note is limited by a floor as follows: the minimum interest rate (i.e. floor) is **5.5%** per annum.

Wall Street Journal Prime Rate means the rate published from time to time by the Wall Street Journal as the U.S. Prime Rate, or, in the event the Wall Street Journal ceases publication of Prime Rates; the base, reference or other rate then designated by the Bank, in its sole discretion, for general commercial loan reference purposes, it being understood that such rate is a reference rate, not necessarily the lowest, established from time to time, which serves as the basis upon which effective interest rates are calculated for loans making reference thereto.

The effective interest rate applicable to the Borrower's loans evidenced hereby shall change on the date of each change in the Wall Street Journal Prime Rate.

This Note is an amendment and restatement of that certain **\$50,000.00** Promissory Note, dated **February 24, 2003** (as previously amended, modified or supplemented the "Original Note"), by the Borrower in favor of the Bank and shall be secured to the same extent and with the same priority as the Original Note.

Principal and interest shall be payable at the Bank's main office or at such other place as the Bank may designate in writing in immediately available funds in lawful money of the United States of America without set-off, deduction or counterclaim. Interest shall be calculated on the basis of actual number of days elapsed and a 360-day year.

This Note is a revolving note and, subject to the foregoing and in accordance with the provisions hereof and of any and all other agreements between the Borrower and the Bank related hereto, the Borrower may, at its option, borrow, pay, prepay and reborrow hereunder at any time prior to the Maturity Date or such earlier date as the obligations of the Borrower to the Bank under this Note, and any other agreements between the Bank and the Borrower related hereto, shall become due and payable, or the obligation of the Bank to extend financial accommodations to the Borrower shall terminate; provided,

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however, that in any event the principal balance outstanding hereunder shall at no time exceed the face amount of this Note. This Note shall continue in full force and effect until all obligations and liabilities evidenced by this Note are paid in full and the Bank is no longer obligated to extend financial accommodations to the Borrower, even if, from time to time, there are no amounts outstanding respecting this Note.

At the option of the Bank, this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default (each, an "Event of Default"): (1) default of any liability, obligation, covenant or undertaking of the Borrower, any endorser or any guarantor hereof to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower, any endorser or any guarantor hereof under any other loan document delivered by the Borrower, any endorser or any guarantor, or in connection with the loan evidenced by this Note or any other agreement by the Borrower, any endorser or any guarantor with the Bank continuing for 15 days with respect to any default (other than with respect to the payment of money for which there is no grace period); (2) failure of the Borrower, any endorser or any guarantor hereof to maintain aggregate collateral security value satisfactory to the Bank continuing for 15 days; (3) default of any material liability, obligation or undertaking of the Borrower, any endorser or any guarantor hereof to any other party continuing for 15 days; (4) if any statement, representation or warranty heretofore, now or hereafter made by the Borrower, any endorser or any guarantor hereof in connection with the loan evidenced by this Note or in any supporting financial statement of the Borrower, any endorser or any guarantor hereof shall be determined by the Bank to have been false or misleading in any material respect when made; (5) if the Borrower, any endorser or any guarantor hereof is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (6) the death of the Borrower, any endorser or any guarantor hereof and, if the Borrower, any endorser or any guarantor hereof is a partnership or limited liability company, the death of any partner or member; (7) the institution by or against the Borrower, any endorser or any guarantor hereof of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Borrower, any endorser or any guarantor hereof is alleged to be insolvent or unable to pay its debts as they mature; or the making by the Borrower, any endorser or any guarantor hereof of an assignment for the benefit of creditors or the granting by the Borrower, any endorser or any guarantor hereof of a trust mortgage for the benefit of creditors; (8) the service upon the Bank of a writ in which the Bank is named as trustee of the Borrower, any endorser or any guarantor hereof; (9) a judgment or judgments for the payment of money shall be rendered against the Borrower, any endorser or any guarantor hereof, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (10) any levy, lien (including mechanics lien) except as permitted under any of the other loan documents between the Bank and the Borrower, seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower, any endorser or any guarantor hereof; (11) the termination or revocation of any guaranty hereof; or (12) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower, any endorser or any guarantor hereof, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower, any endorser or any guarantor hereof to the Bank has been or may be impaired.

Any payments received by the Bank on account of this Note shall, at the Bank's option, be applied to any accrued unpaid interest, then to outstanding and due amounts of principal; then to any required escrow payment if applicable; then to any debt protection insurance premium if applicable; and then to any fees including late charges and then to any costs. Notwithstanding the foregoing, any payments received after the occurrence and during the continuance of an Event of Default shall be applied in such manner as the Bank may determine. The Borrower hereby authorizes the Bank to charge any deposit account which the Borrower may maintain with the Bank for any payment required hereunder without prior notice to the Borrower.

The Borrower hereby authorizes Bank to charge checking account number 7856510743 at Bank (or such other account maintained by the Borrower at Bank as the Borrower shall designate by written

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notice to the Bank) (the "Deposit Account") to satisfy the monthly payments due and payable to Bank hereunder. Bank is hereby authorized to charge the Deposit Account on each charge date or, if any charge date shall fall on a Saturday, Sunday or legal holiday, then either on the first (1st) business day immediately preceding or the first (1st) business day immediately following any such charge date until the Note shall be paid in full.

The Borrower agrees to maintain sufficient funds in the Deposit Account to satisfy the payment due Bank under the Note on each charge date during the term of the loan. If sufficient funds are not available in the Deposit Account on any charge date to pay the amounts then due and payable under this Note, Bank, in its sole discretion, is authorized to: (a) charge the Deposit Account for such lesser amount as shall then be available; and/or (b) charge the Deposit Account on such later date or dates that funds shall be available in the Deposit Account to satisfy the payment then due (or balance of such payment then due). Notwithstanding the foregoing, the Borrower shall only be entitled to receive credit in respect of any payments of principal and interest due under this Note for funds actually received by Bank as a result of any such charges to the Deposit Account. The Borrower shall be liable to Bank for any late fees or interest at the default rate on any payments not made on a timely basis by the Borrower because of insufficient funds in the Deposit Account on any charge date. In the event the Deposit Account continues to contain insufficient funds to fully satisfy the payments due Bank under this Note, the Borrower shall be responsible for making all such payments from another source and in no event shall the obligations of the Borrower under this Note be affected or diminished as a result of any shortages in the Deposit Account, it being understood and agreed that the Borrower shall at all times remain liable for payment in full of all indebtedness under the Note.

Bank may, at Bank's sole discretion, discontinue charging the Deposit Account at any time on not less than ten (10) days' written notice to the Borrower, in which event, the Borrower shall thereafter be responsible for making all payments hereunder to Bank at the address set forth in Bank's notice or if no such address is given, then to Bank at P.O. Box 5600, Lewiston, Maine 04243-5600.

If pursuant to the terms of this Note, the Borrower is at any time obligated to pay interest on the principal balance at a rate in excess of the maximum interest rate permitted by applicable law for the loan evidenced by this Note, the applicable interest rate shall be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder.

The Borrower represents to the Bank that the proceeds of this Note will not be used for personal, family or household purposes or for the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224.

The Borrower and each endorser and guarantor hereof grant to the Bank a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from the Bank or any Bank Affiliate (as hereinafter defined) to the Borrower and/or each endorser or guarantor hereof and any cash, securities, instruments or other property of the Borrower and each endorser and guarantor hereof in the possession of the Bank or any Bank Affiliate, whether for safekeeping or otherwise, or in transit to or from the Bank or any Bank Affiliate (regardless of the reason the Bank or Bank Affiliate had received the same or whether the Bank or Bank Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower and/or any endorser or guarantor hereof to the Bank or any Bank Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower or any endorser or guarantor hereof to the Bank or any Bank Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Bank or any Bank Affiliate.

No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The

Borrower and every endorser or guarantor of this Note, regardless of the time, order or place of signing, waive presentment, demand, protest, notice of intent to accelerate, notice of acceleration and all other notices of every kind in connection with the delivery, acceptance, performance or enforcement of this Note and assent to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable and waives all recourse to suretyship and guarantor defenses generally, including any defense based on impairment of collateral. To the maximum extent permitted by law, the Borrower and each endorser and guarantor of this Note waive and terminate any homestead rights and/or exemptions respecting any premises under the provisions of any applicable homestead laws.

The Borrower and each endorser and guarantor of this Note shall indemnify, defend and hold the Bank and the Bank Affiliates and their directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless against any claim brought or threatened against any Indemnitee by the Borrower, by any endorser or guarantor, or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower or any endorser or guarantor hereof (each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's selection, but at the expense of the Borrower and any endorser and/or guarantor), except for any claim arising out of the gross negligence or willful misconduct of the Bank.

The Borrower and each endorser and guarantor of this Note agree to pay, upon demand, costs of collection of all amounts under this Note including, without limitation, principal and interest, or in connection with the enforcement of, or realization on, any security for this Note, including, without limitation, to the extent permitted by applicable law, reasonable attorneys' fees and expenses. Upon the occurrence and during the continuance of an Event of Default, interest shall accrue at a rate per annum equal to the aggregate of 4.0% plus the rate provided for herein. If any payment due under this Note is unpaid for 15 days or more, the Borrower shall pay, in addition to any other sums due under this Note (and without limiting the Bank's other remedies on account thereof), a late charge equal to 6.0% of such unpaid amount. Borrower acknowledges that: (a) such additional rate is a material inducement to the Bank to make the loan evidenced by this Note to the Borrower, (b) the Bank would not have made such loan in the absence of the agreement of the Borrower to pay such additional rate, (c) such additional rate represents compensation for increased risk to the Bank that such loan will not be repaid, and (d) such rate is not a penalty and represents a reasonable estimate of (i) the cost to the Bank in allocating its resources (both personal and financial) to the on-going review, monitoring, administration and collection of such loan and (ii) compensation to the Bank for losses that are difficult to ascertain.

This Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns and legal representatives, and shall inure to the benefit of the Bank and its successors, endorsees and assigns.

The liabilities of the Borrower and each Borrower, if more than one, and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorsers or guarantors shall not release any other person obligated on account of this Note. Any and all present and future debts of the Borrower to any endorser or guarantor of this Note are subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to the Bank. Each reference in this Note to the Borrower and each Borrower, if more than one, and endorser or guarantor of this Note, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated, unless and until all liabilities, obligations and indebtedness to the Bank of the person from whom contribution is sought have been irrevocably satisfied in full. The release or compromise by the Bank of any collateral shall not release any person obligated on account of this Note.

The Borrower and each endorser and guarantor hereof each authorizes the Bank to complete this Note if delivered incomplete in any respect. A photographic or other reproduction of this Note may be made by the Bank, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

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The Bank is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001) (the "Act") and hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow Bank to identify the Customer in accordance with the Act.

The Borrower will from time to time execute and deliver to the Bank such documents, and take or cause to be taken, all such other further action, as the Bank may request in order to effect and confirm or vest more securely in the Bank all rights contemplated by this Note or any other loan documents related thereto (including, without limitation, to correct clerical errors) or to vest more fully in or assure to the Bank the security interest in any collateral securing this Note or to comply with applicable statute or law.

The Borrower agrees to execute, re-execute, cause any Guarantor(s) or other third party(ies) involved in the loan transaction to execute and/or re-execute and to deliver to Bank or its legal counsel, as may be deemed appropriate, any document or instrument signed in connection with the Loan which was incorrectly drafted and/or signed, as well as any document or instrument which should have been signed at or prior to the closing of the Loan, but which was not so signed and delivered. Borrower agrees to comply with any written request by Bank within ten (10) days after receipt by Borrower of such request. Failure by Borrower to so comply shall, at the option of Bank, upon notice to Borrower, constitute an event of default under the Loan. The Borrower authorizes the Bank to make any credit inquiries Bank deems necessary and authorizes any person or credit reporting agency to give Bank a copy of the Borrower's credit report and any other financial information it may have.

This Note shall be governed by the laws of the State of New Jersey without giving effect to the conflicts of laws principles thereof.

Any notices under or pursuant to this Note shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Note or as any party may from time to time designate by written notice to the other party; notwithstanding the foregoing notices to the Bank with respect to accounting and collateral release and notices to the Trustee pursuant to a Deed of Trust shall be sent to the Bank as follows: Attention: VP Loan Servicing, Loan Services, 6000 Atrium Way, Mt. Laurel NJ 08054.

The term "Bank Affiliate" as used in this Note shall mean any "Affiliate" of the Bank. The term "Affiliate" shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

The Borrower and each endorser and guarantor of this Note each irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New Jersey, over any suit, action or proceeding arising out of or relating to this Note. Each of the Borrower and each endorser and guarantor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Each of the Borrower and each endorser and guarantor hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Borrower's, endorser's or guarantor's address shown below or as notified to the Bank and (ii) by serving the same upon the Borrower(s), endorser(s) or guarantor(s) in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Borrower or such endorser or guarantor.

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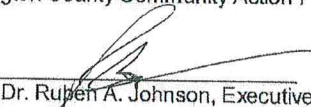
THE BORROWER, EACH ENDORSER AND GUARANTOR AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS NOTE, ANY OF THE OBLIGATIONS OF THE BORROWER, EACH ENDORSER AND GUARANTOR TO THE BANK, AND ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREES NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN, WAIVED. THE BORROWER, EACH ENDORSER AND GUARANTOR AND THE BANK EACH CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

Executed as an instrument under seal as of March 4, 2019.

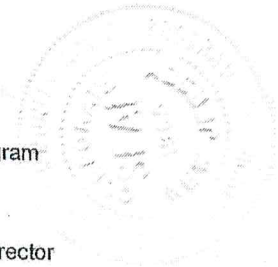
Borrower:

Burlington County Community Action Program

By:


Dr. Ruben A. Johnson, Executive Director

718 South Route 130
Burlington, New Jersey
08016





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MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT is entered into as of **March 4, 2019**, between **Burlington County Community Action Program**, a New Jersey corporation, with an address of **718 South Route 130, Burlington, New Jersey 08016** (the "Borrower") and **TD Bank, N.A.**, a National Association with an address of **1701 Route 70 East, Cherry Hill, New Jersey 08034** (the "Bank").

WHEREAS, the Bank established a revolving line of credit (the "Revolving Loan") for Borrower which matures on **March 31, 2019** (the "Maturity Date") respecting which Bank agreed to lend to Borrower upon Borrower's request, but subject to the terms and conditions set forth in various loan documents, of up to **Fifty Thousand Dollars and Zero Cents (\$50,000.00)** (the "Revolving Loan Amount");

WHEREAS, the Revolving Loan is evidenced by that certain Promissory Note, dated **February 24, 2003** (as previously amended, modified or supplemented, the "Note"), by the Borrower in favor of the Bank in the face amount of the Revolving Loan Amount;

WHEREAS, in connection with the Revolving Loan, Borrower entered into that certain Loan Agreement, dated **February 24, 2003** (as previously amended, modified or supplemented, the "Loan Agreement");

WHEREAS, the Loan Agreement and the Note and all other documents and instruments executed in connection with or relating to the Loan are referred to herein, collectively, as the "Loan Documents"; and all collateral granted to the Bank to secure the Loan is referred to herein, collectively, as the "Collateral";

WHEREAS, the Borrower has requested and the Bank has agreed to increase the amount of availability under the Loan Documents;

WHEREAS, the Borrower and the Bank have agreed to modify the Loan and the Loan Documents in accordance with the terms of this Agreement:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank and the Borrower mutually agree as follows:

1. MODIFICATION

1.1 Recitals and Representations Accurate. The above recitals are hereby made a part of this Agreement and the Borrower acknowledges and agrees that each of the recitals is true and correct.

1.2 Ratification. All of the terms, covenants, provisions, representations, warranties, and conditions of the Loan Documents, as amended or modified hereby, are ratified, acknowledged, confirmed, and continued in full force and effect as if fully restated herein.

1.3 Increased Availability. Availability under the Loan Documents shall be increased from **Fifty Thousand Dollars and Zero Cents (\$50,000.00)** to **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)** (the "Revised Borrowing Limit") and all references to availability in the Loan Documents shall be modified accordingly.

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1.4 Amended and Restated Note. The Note shall be amended and restated in the form attached hereto as Exhibit A (the "Amended Note").

1.5 Representations and Warranties. The Borrower hereby represents and warrants to the Bank that:

- (a) The person executing this Agreement is duly authorized to do so and to bind the Borrower to the terms hereof;
- (b) Each of the Loan Documents is a valid and legal binding obligation of the Borrower, enforceable in accordance with its terms, and is not subject to any defenses, counterclaims, or offsets of any kind;
- (c) All financial statements delivered to the Bank were true, accurate and complete, in all material respects, as of the date of delivery to the Bank;
- (d) Since the date of the Loan Documents there has been no material adverse change in the condition, financial or otherwise, of the Borrower, except as disclosed to the Bank in writing;
- (e) There exists no action, suit, proceeding or investigation, at law or in equity, before any court, board, administrative body or other entity, pending or threatened, affecting the Borrower or its property, wherein an unfavorable decision, ruling or finding would materially adversely affect the business operations, property or financial condition of the Borrower; and
- (f) There exists no event of default, or other circumstance that with the passage of time or giving of notice or both will become an event of default, under any of the Loan Documents.

1.6 Interest, Fees, Costs and Expenses. The Borrower shall, simultaneously with the execution of this Agreement, pay to the Bank all accrued interest owing on the Loan as of the date of this Agreement together with all fees, costs and expenses due and owing to the Bank by the Borrower under the Loan Documents.

1.7 Additional Changes.

Section 1.9 of the Amended and Restated Loan Agreement dated March 30, 2011, titled Clean-Up is hereby added to read as follows:

1.9 Clean-Up. The Borrower shall fully repay to the Bank all amounts outstanding respecting the Revolving Loans for a period of 30 consecutive days in each year.

Section 3.3 (a) (b) of the Amended and Restated Loan Agreement dated March 30, 2011, titled Financial Statements is hereby deleted in its entirety and replaced with the following:

(a) as soon as available to Borrower, but in any event within 150 days after the close of each fiscal year, a full and complete signed copy of financial statements, which shall include a balance sheet of the Borrower, as at the end of such year, and statement of profit and loss of the Borrower reflecting the results of its operations during such year and shall be prepared by the Borrower and certified by Borrower's chief financial officer as to correctness in accordance with generally accepted accounting principles, consistently applied;

(b) from time to time, such financial data and information about Borrower as Bank may reasonably request; and

(c) any financial data and information about any guarantors of the Obligations as Bank may reasonably request.

2. MISCELLANEOUS

- 2.1 Set-Off. The Borrower hereby grants to the Bank a continuing lien and security interest in any and all deposits or other sums at any time credited by or due from the Bank to the Borrower and any cash, securities, instruments or other property of the Borrower in the possession of the Bank, whether for safekeeping or otherwise, or in transit to or from the Bank (regardless of the reason the Bank had received the same or whether the Bank has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to the Bank and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower to the Bank at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Bank.
- 2.2 Release of the Bank. The Borrower hereby confirms that as of the date hereof it has no claim, set-off, counterclaim, defense, or other cause of action against the Bank including, but not limited to, a defense of usury, any claim or cause of action at common law, in equity, statutory or otherwise, in contract or in tort, for fraud, malfeasance, misrepresentation, financial loss, usury, deceptive trade practice, or any other loss, damage or liability of any kind, including, without limitation, any claim to exemplary or punitive damages arising out of any transaction between the Borrower and the Bank. To the extent that any such set-off, counterclaim, defense, or other cause of action may exist or might hereafter arise based on facts known or unknown that exist as of this date, such set-off, counterclaim, defense and other cause of action is hereby expressly and knowingly waived and released by the Borrower. The Borrower acknowledges that this release is part of the consideration to the Bank for the financial and other accommodations granted by the Bank in this Agreement.
- 2.3 Costs and Expenses. The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in establishing, maintaining, protecting or enforcing any of the Bank's rights or any of the obligations owing by the Borrower to the Bank, including, without limitation, any and all such costs and expenses incurred or paid by the Bank in defending the Bank's security interest in, title or right to, the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Loan.
- 2.4 Indemnification. The Borrower shall indemnify, defend and hold the Bank and its directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless against any claim brought or threatened against any Indemnitee by the Borrower or any guarantor or endorser of the obligations of the Borrower to the Bank, or any other person (as well as from attorneys' fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower, or any guarantor or endorser of the obligations of the Borrower to the Bank (each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's election, but at the expense of the Borrower), except for any claim arising out of the gross negligence or willful misconduct of the Bank. The within indemnification shall survive payment of the obligations of the Borrower to the Bank, and/or any termination, release or discharge executed by the Bank in favor of the Borrower.
- 2.5 Severability. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
- 2.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.
- 2.7 Complete Agreement. This Agreement and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

2.8 Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Bank shall be entitled to rely thereon) until released in writing by the Bank. The Bank may transfer and assign this Agreement and deliver the Collateral to the assignee, who shall thereupon have all of the rights of the Bank; and the Bank shall then be relieved and discharged of any responsibility or liability with respect to this Agreement and the Collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

2.9 Further Assurances. The Borrower will from time to time execute and deliver to the Bank such documents, and take or cause to be taken, all such other further action, as the Bank may request in order to effect and confirm or vest more securely in the Bank all rights contemplated by this Agreement (including, without limitation, to correct clerical errors) or to vest more fully in or assure to the Bank the security interest in the Collateral or to comply with applicable statute or law and to facilitate the collection of the Collateral (including, without limitation, the execution of stock transfer orders and stock powers, endorsement of promissory notes and instruments and notifications to obligors on the Collateral). To the extent permitted by applicable law, the Borrower authorizes the Bank to file financing statements, continuation statements or amendments without the Borrower's signature appearing thereon, and any such financing statements, continuation statements or amendments may be signed by the Bank on behalf of the Borrower, if necessary, and may be filed at any time in any jurisdiction. The Bank may at any time and from time to time file financing statements, continuation statements and amendments thereto which contain any information required by the New Jersey Uniform Commercial Code (Title 12A N.J.S.A.) as amended from time to time (the "Code") for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether the Borrower is an organization, the type of organization and any organization identification number issued to the Borrower. The Borrower agrees to furnish any such information to the Bank promptly upon request. In addition, the Borrower shall at any time and from time to time take such steps as the Bank may reasonably request for the Bank (i) to obtain an acknowledgment, in form and substance satisfactory to the Bank, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for the Bank, (ii) to obtain "control" (as defined in the Code) of any Collateral comprised of deposit accounts, electronic chattel paper, letter of credit rights or investment property, with any agreements establishing control to be in form and substance satisfactory to Bank, and (iii) otherwise to insure the continued perfection and priority of the Bank's security interest in any of the Collateral and the preservation of its rights therein. The Borrower hereby constitutes the Bank its attorney-in-fact to execute, if necessary, and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Agreement terminates in accordance with its terms, all obligations of the Borrower to the Bank are irrevocably paid in full and the Collateral is released.

2.10 Amendments and Waivers. This Agreement may be amended and the Borrower may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if the Borrower shall obtain the Bank's prior written consent to each such amendment, action or omission to act. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of the Bank on any future occasion.

2.11 Terms of Agreement. This Agreement shall continue in force and effect so long as any obligation of the Borrower to Bank shall be outstanding and is supplementary to each and every other agreement between the Borrower and Bank and shall not be so construed as to limit or otherwise derogate from any of the rights or remedies of Bank or any of the liabilities, obligations or undertakings of the Borrower under any such agreement, nor shall any contemporaneous or subsequent agreement between the Borrower and the Bank be construed to limit or otherwise derogate from any of the rights or remedies of Bank or any of the liabilities, obligations or undertakings of the Borrower hereunder, unless such other agreement specifically refers to this Agreement and expressly so provides.

2.12 Notices. Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Agreement or as any party may from time to time designate by written notice to the other party; notwithstanding the foregoing notices to the Bank with respect to accounting and collateral release and notices to the Trustee pursuant to a Deed of Trust shall be sent to the Bank as follows: Attention: VP Loan Servicing, Loan Services, 6000 Atrium Way, Mt. Laurel NJ 08054.

2.13 New Jersey Law. This Agreement shall be governed by the laws of the State of New Jersey without giving effect to the conflicts of laws principles thereof.

2.14 Reproductions. This Agreement and all documents which have been or may be hereinafter furnished by Borrower to the Bank may be reproduced by the Bank by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

2.15 Venue. Borrower irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New Jersey, over any suit, action or proceeding arising out of or relating to this Agreement. Borrower irrevocably waives to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Borrower irrevocably appoints the Secretary of State of the State of New Jersey as its authorized agent to accept and acknowledge on its behalf any and all process which may be served in any such suit, action or proceeding, consents to such process being served (i) by mailing a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to Borrower's address shown above or as notified to the Bank and (ii) by serving the same upon such agent, and agrees that such service shall in every respect be deemed effective service upon Borrower.

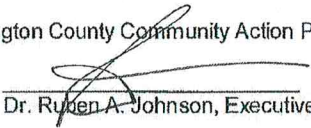
2.16 **JURY WAIVER. BORROWER AND BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, WAIVE (A) ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE BORROWER CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.**

Executed under seal on this day March 4, 2019.

Borrower:


Burlington County Community Action Program

By:


Dr. Ruden A. Johnson, Executive Director

Accepted: TD Bank, N.A.

By:


Name: William G. Kates

Title: Duly Authorized Representative

Loan Number - Note 1: 22102359001

EXHIBIT A
AMENDED AND RESTATED NOTE

Loan Number - Note 1: 22102359001

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SECRETARY'S CERTIFICATE

The undersigned, Secretary of Burlington County Community Action Program, a New Jersey corporation (the "Corporation"), hereby certifies that at a duly called meeting of the Board of Directors of the Corporation held on October 17, 2017, at which meeting a quorum of the Directors of the Corporation were present and voting throughout, the following resolution was adopted:

"Resolved: That the Corporation be, and on behalf of the Corporation, the Executive Director is authorized and empowered:

To borrow, from time to time, from TD Bank, N.A. ("Bank"), such sum or sums of money as said officer(s) may deem necessary or advisable for the purpose of this Corporation, including without limitation, \$100,000.00 evidenced by that certain **Amended and Restated Revolving Term Note**, dated **March 4, 2019**, by Burlington County Community Action Program in favor of the Bank in the principal amount of \$100,000.00;

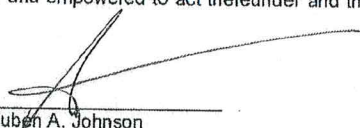
To mortgage, pledge, hypothecate, sell, assign and transfer to Bank and to grant to Bank security interests in, as security for money borrowed and for all other obligations of this Corporation to Bank, all property of this Corporation, whether real, personal, or of whatever kind or nature and wherever situated, and whether now owned or hereafter acquired or arising;

To make, execute, seal, acknowledge and deliver, in the name of this Corporation, promissory notes, loan agreements, credit agreements, construction loan agreements, financing agreements, security agreements, mortgages, deeds of trust, deeds to secure debt, guaranties, and all other instruments, documents and agreements required by Bank (collectively, the "Loan Documents") in connection with, or to give effect to, the foregoing resolutions or any of the powers and authority therein granted and to continue, extend, modify or amend the same from time to time, all such Loan Documents to be in such form and on such terms and conditions as any of the said officer(s) shall, by his, her or their execution and delivery thereof, deem satisfactory; hereby ratifying, approving and confirming all that any of the said officer(s) has done or may do respecting any of the foregoing; and that the Board of Directors may, from time to time, delegate the authority hereinbefore granted to such additional officer(s) or agents of this Corporation as the Board of Directors may determine; and


That all resolutions relative to the authority of any officer or other agent to act on behalf of the Corporation in any dealing or transaction with the Bank shall remain in full force and effect until written notice of modification thereof shall be received by Bank and that the Bank may conclusively rely on the signatures of the officers or agents designated in such resolutions until notified in writing by the Secretary of the Corporation of any change in such officers or agents and thereafter the Bank may conclusively rely on the signatures of the successors in office."

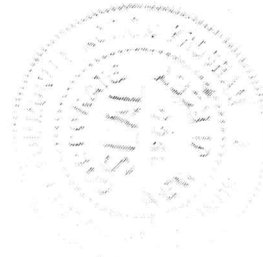
I further certify that the foregoing resolutions have not been altered, amended or rescinded but remain in full force and effect and that the persons currently authorized and empowered to act thereunder and their specimen signatures are as follows:

Executive Director


Dr. Ruben A. Johnson

WITNESS my hand and the seal of the Corporation this **March 4, 2019**.


Doris G. Simmons
Dr. Ruben A. Johnson, Secretary



Loan Number - Note 1: 22102359001