

COOPERATION AGREEMENT

BY AND BETWEEN

Two West Broad Street Development, LP

AND

The City of Bethlehem

THIS COOPERATION AGREEMENT, entered into as of this _____ day of _____, 2009, by and between TWO WEST BROAD STREET DEVELOPMENT, LP and the CITY OF BETHLEHEM, a municipal corporation of the Third Class, domiciled by law in the County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as "City").

WHEREAS, Two West Broad Street Development, LP has a building that they would like to renovate and would like to develop a mixed-use project that would strengthen the City; and

WHEREAS, Two West Broad Street Development, LP desires to utilize Pennsylvania Redevelopment Assistance Funding to finance a portion of the project and requires the cooperation of City; and

WHEREAS, City is willing to assist Two West Broad Street Development, LP in obtaining Pennsylvania Redevelopment Assistance Funding.

NOW, THEREFORE, intending to be mutually bound hereby, the parties agree as follows:

1. Two West Broad Street Development, LP, through various sources, will contribute a minimum of Three Hundred Thousand Dollars (\$300 Thousand Dollars)

toward the project which will be assisted by an additional Three Hundred Thousand Dollars (\$300 Thousand Dollars) from the Commonwealth of Pennsylvania.

2. The City will act as the applicant for the state funds and will disburse the funds to Two West Broad Street Development, LP.

3. Two West Broad Street Development, LP will reimburse the Commonwealth of Pennsylvania, through the City of Bethlehem, for any expenditures found by the Department of Community Affairs to be ineligible; provided, if Two West Broad Street Development, LP shall fail to do so, the City of Bethlehem will reimburse the Commonwealth of Pennsylvania for such expenditures.

4. Before submitting any invoices for reimbursement by the Commonwealth of Pennsylvania, Two West Broad Street Development, LP agrees to submit, in writing, to the City of Bethlehem Department of Community and Economic Development an itemization, with explanations, of each proposed submittal that will be sufficient and adequate for the City to ascertain if the expenditures are eligible and within the Commonwealth of Pennsylvania guidelines and restrictions for use of such funds and, if deemed not sufficient or adequate by the City, shall submit any additional information requested by the City. Two West Broad Street Development, LP agrees to give such written notice at least five (5) business days in advance of the proposed submittal being made. If the City objects to any one or more of the expenditures as non-eligible, Two West Broad Street Development, LP agrees that it shall accompany its submittal to the Commonwealth of Pennsylvania with the City's objections to the expenditures. Two West Broad Street Development, LP agrees to provide any and all information needed by the City for the City to comply with the Commonwealth of Pennsylvania reporting and

filing rules and regulations and agrees to provide a certified true and correct final accounting for the expenditure of all Commonwealth of Pennsylvania funds, after the same have been fully expended.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperation Agreement on the day and year first above written.

ATTEST:

Two West Broad Street Development, LP

Secretary

By: _____
Title:

ATTEST:

CITY OF BETHLEHEM

City Controller

By: _____
Mayor

The within Agreement is certified to be Needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: Tony Hanna