

THIS FINANCIAL AND TAX ABATEMENT AGREEMENT (the "Agreement"), made this 19th day of JUNE, 2018 by and between the **HARTFORD SQUARE URBAN RENEWAL, LLC**, a New Jersey limited liability company with offices c/o Richard Ragan, Suite C-3, 30 Jackson Road, Medford, New Jersey 08055 ("Redeveloper") and the **TOWNSHIP OF MEDFORD**, a municipal corporation in the County of Burlington and the State of New Jersey, with offices at 17 North Main Street, Medford, New Jersey 08055 (the "Township").

WITNESSETH:

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Local Redevelopment and Housing Law"), as amended and supplemented provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, the Township of Medford (the "Township"), County of Burlington, State of New Jersey by Resolution designated, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., certain properties of the Township, including the property now known as Block 401, Lot 14.01 on the Official Tax Map of the Township (the "Property"), as an "area in need of redevelopment" (the "Redevelopment Area"); and

WHEREAS, the Township by Ordinance 2017-19 adopted a Redevelopment Plan for the Redevelopment Area and the Property; and

WHEREAS, in order to implement the development, financing and renovation of the Redevelopment Area, by adoption of Resolution 91-2018, on May 22, 2018, the Mayor and Township Council authorized the execution of a Redevelopment Agreement (the "Redevelopment Agreement") with Hartford Square Urban Renewal, LLC, a New Jersey limited liability company ("Redeveloper") for construction of a redevelopment project (the "Project") consisting of certain improvements on the Property, being a medical office building (the "Project Improvements"), which Redevelopment Agreement specifies the rights and responsibilities of the Township and Redeveloper with respect to the Project Improvements and provides for a Financial and Tax Abatement Agreement between the Township and the Redeveloper (the "Financial Agreement") establishing a long term tax exemption pursuant to the Long Term Tax Exemption Law ("LTTE"), N.J.S.A. 40A:20-1, et seq., and

WHEREAS, pursuant to the requirements of the LTTE, the Redeveloper provided the Township with the information required by Section 8 of the LTTE in order to constitute an application for long-term tax exemption; and

WHEREAS, such information provided the Township with the basis for determining that the relevant benefits of the redevelopment of the Redevelopment Area outweigh the loss, if any, of property tax revenue in granting the long term tax-exemption, and more particularly assisted the Township in meeting its constitutional obligation to provide for its fair share of the regions affordable housing; and

WHEREAS, the Township Council has determined that the assistance provided to the Project pursuant to the Financial Agreement are a significant inducement for the Redeveloper to proceed with the Project, and more particularly finds that the Project includes a lot that has been deed restricted for a 100% affordable housing project that would not have been available if the Financial Agreement was not authorized.

WHEREAS, as a result thereof, on June 19, 2018, the Township Council adopted Ordinance No. 2018-13 (the "Long Term Tax Exemption Ordinance"), which authorizes the Township to enter into this Agreement with Redeveloper and the provision of a tax Exemption of certain local real property taxes in order to encourage the construction of new commercial structures; and

WHEREAS, this Agreement is being entered into pursuant to the provisions of the Long Term Tax Exemption Law, as may be amended and supplemented (N.J.S.A. 40A:20-1 et seq.) ["LTTE"]; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE 1
GENERAL PROVISIONS

SECTION 1.1 Governing Law. This Agreement shall be governed by the laws of the State of New Jersey, including the provisions of the LTTE, the Local Redevelopment and Housing Law and such other statutes as may be sources of relevant authority, if any.

SECTION 1.2 General Definitions. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

1.2.1 Annual Service Charge - has the meaning outlined in Article 4 herein.

1.2.2 Assessor - means the officer of a taxing district charged with the duty of assessing real property for the purpose of general taxation.

1.2.3 Certificate of Occupancy - means a permanent "Certificate of Occupancy", as such term is defined in the New Jersey Administrative Code, N.J.A.C. 5:23-2.3, issued with respect to all or a portion of the Project upon Completion of all or a portion of the Project.

1.2.4 Completion - means substantially ready for the intended use for which a building or structure is constructed, improved or converted.

1.2.5 Construction - means the provision of a new dwelling, multiple dwelling or commercial or industrial structure, but shall not mean the conversion of an existing building or structure to another use.

1.2.6 Default - The failure of Redeveloper to perform any obligation imposed upon Redeveloper by the terms of this Agreement after notice and opportunity to cure as provided herein.

1.2.7 Exemption - means that portion of the Assessor's full and true value of any improvement, conversion, alteration, or construction not regarded as increasing the taxable value of a property pursuant to the Long Term Tax Exemption Law.

1.2.8 Exemption Application – The lease and other financial information filed by Redeveloper with the Township pursuant to N.J.S.A. 40A:20-8, for a tax Exemption for the Project.

1.2.9 Exemption Ordinance - Ordinance No. 2018-13 adopted by the Township Council on _____, 2018, attached hereto as Exhibit B, approving this Agreement.

1.2.10 Improvements - means a modernization, rehabilitation, renovation, alteration or repair which produces a physical change in an existing building or structure that improves the

safety, sanitation, decency or attractiveness of the building or structure as a place for human habitation or work, and which does not change its permitted use, which includes the Project Improvements. In the case of a multiple dwelling, it includes only improvements which affect common areas or elements, or three or more dwelling units within the multiple dwelling. In the case of a multiple dwelling or commercial or industrial structure, it shall not include ordinary painting, repairs and replacement of maintenance items, or an enlargement of the volume of an existing structure by more than 30%. In no case shall it include the repair of fire or other damage to a property for which payment of a claim was received by any person from an insurance company at any time during the three year period immediately preceding the filing of an application pursuant to this act.

1.2.11 In Rem Tax Foreclosure Act - N.J.S.A. 54:5-104.29 et seq.

1.2.12 In Rem Tax Foreclosure - A summary proceeding by which the Township may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by the In Rem Tax Foreclosure Act.

1.2.13 Land - The land, but not the Improvements, on the property identified on the Township's official tax map as Block 4.01, Lot 14.01.

1.2.14 Local Improvement Law - N.J.S.A. 40:56-1 et seq.

1.2.15 Local Redevelopment and Housing Law - N.J.S.A. 40A:12A-1 et seq.

1.2.16 Long Term Tax Exemption Law - N.J.S.A. 40A:20-1 et seq.

1.2.17 Lot – means the individual lots, together which comprise the Property, each of which shall be entitled to a tax Exemption and abatement as set forth in this Agreement.

1.2.18 Project - As defined in the Redevelopment Agreement.

1.2.19 Project Improvements - All buildings, structures, Improvements, site preparation work, and amenities necessary for the implementation and Completion of the Project as more specifically described in the Redevelopment Agreement.

1.2.20 Property – As defined in the preambles to this Agreement.

1.2.21 Redeveloper – means Hartford Square Urban Renewal, LLC, a New Jersey limited liability company, and any other purchaser or successor in interest to the ownership of the Property.

1.2.22 Redevelopment Agreement – That certain agreement between the Township and Redeveloper, dated June ___, 2018, attached hereto as Exhibit A.

1.2.23 Redevelopment Approvals – As defined in the Redevelopment Agreement.

1.2.24 Special Assessments - The assessment by the Township against the Property with the consent of Redeveloper as authorized by the Local Improvement Law and Redevelopment Area Bond Financing Law.

1.2.25 State - The State of New Jersey.

1.2.26 Township - The Township of Medford, in the County of Burlington, New Jersey, a municipal corporation of the State.

SECTION 1.3 Exhibits Incorporated. All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE 2

APPROVAL

SECTION 2.1 Approval of Tax Exemption. Pursuant to the Ordinance authorizing the execution of this Agreement, the Improvements are entitled to an Exemption of local property taxes as further set forth herein. The Project shall be as described in the Redevelopment Agreement attached hereto as Exhibit A. Redeveloper represents and covenants that, effective as of the Completion of the Project, the Project shall be used, managed and operated for the purposes set forth in the Redevelopment Agreement and the land use applications to be filed with, and as approved by, the Township in connection with this Project. It is expressly understood and agreed by the parties hereto that the Township expressly relies upon the facts, data and presentations, including the lease for the medical office building, in granting this tax Exemption.

SECTION 2.2 Approval of Project to be Undertaken by the Redeveloper. Redeveloper shall be required to obtain Redevelopment Approvals necessary at its sole cost and expense for the Project and all other Governmental Approvals as defined in the Redevelopment Agreement, the Municipal Land Use Law and any other applicable statutes. The subdivision and site plan shall materially comply and conform to the Project Improvements, which Project Improvements are more particularly described in the Redevelopment Agreement

ARTICLE 3

DURATION OF AGREEMENT

SECTION 3.1 Term. It is understood and agreed by the parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article 4 hereof and the tax Exemption granted for the Property, shall commence upon the issuance of a

Certificate of Occupancy, or a Temporary Certificate of Occupancy for the Project and shall remain in effect for thirty (30) full tax years ("Term"). This Agreement shall constitute evidence of a lien securing such obligation, which lien shall survive any termination hereof. At the expiration of the Term, or earlier termination of this Agreement, the tax Exemption for the Improvements shall expire and the Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township. After expiration of the Term hereof, or earlier termination of this Agreement, all restrictions and limitations upon Redeveloper shall terminate.

SECTION 3.2 **Date of Termination.** Upon any termination of the tax Exemption described in Section 3.1 hereof, the date of such termination shall be deemed to be the end of the fiscal year of Redeveloper.

ARTICLE 4

ANNUAL SERVICE CHARGE

SECTION 4.1 **Annual Service Charge.** Redeveloper shall pay to the municipality, full taxes on the land component of the property, and then, a separate payment in an amount equal to a percentage of the full property tax payments on the improved value of the property, which would otherwise be due, according to the following schedule:

1. In the first full Tax Years 1 – 6, after completion of the project, an amount equal to twenty percent (20%) of the income/rents received.
2. In Tax Year 7, after completion of the project, an amount equal to the greater of twenty percent (20%) of the income/rents received or 20% of the property taxes otherwise due on the approved, improved value of the property, including a credit for land taxes;
3. In Tax Year 8, after completion, an amount equal to the greater of twenty percent (20%) of the income/rents received or 40% of the property taxes otherwise due on the approved, improved value of the property, including a credit for land taxes;

4. In Tax Years 9 and 10, after completion, an amount equal to the greater of twenty percent (20%) of the income/rents received or 60% of the property taxes otherwise due on the approved, improved value of the property, including a credit for land taxes;

5. In Tax Years 11 - 15, after completion, an amount equal to the greater of twenty percent (20%) of the income/rents received or 70% of the property taxes otherwise due on the approved, improved value of the property, including a credit for land taxes;

6. In Tax Years 16 - 30, after completion, an amount equal to the greater of twenty percent (20%) of the income/rents received or 80% of the property taxes otherwise due on the approved, improved value of the property, including a credit for land taxes.

In the event Redeveloper fails to pay either taxes due, or the PILOT payment due, within thirty (30) days of notice of delinquency, the Financial Agreement may be declared null and void by the Township Council and the property shall be fully assessed and full ad valorem taxes shall become due and payable retroactive to the quarter of the year in which Redeveloper first defaults.

SECTION 4.2 Payment of the Annual Service Charge. Notwithstanding anything herein to the contrary, or the exercise by the Township of any right or remedy provided for herein or otherwise available with respect hereto, Redeveloper shall pay the Annual Service Charge, the Special Assessments, if any, and any other municipal obligations to the Township for the duration of the tax Exemption provided for in Section 2.1 of this Agreement. Redeveloper's obligation to make the Annual Service Charge shall be absolute and unconditional and not subject to any defense, set-off, recoupment or counterclaim under any circumstances.

SECTION 4.3 Quarterly Installments. Redeveloper expressly agrees that installments of the aforesaid Annual Service Charge shall be paid quarterly in a manner consistent with Township's tax collection schedule commencing with the first full tax year after the Completion of the Construction. In the event that Redeveloper fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under State law in the case of unpaid taxes or tax liens on the Land until paid. Township also has the right to declare this Agreement canceled and null and void.

SECTION 4.4 Material Conditions. It is expressly agreed and understood that this Agreement shall not affect Redeveloper's obligation to pay rollback taxes which may apply, if any, and the payment of all payments of rollback taxes, if any, the Annual Service Charge, Special Assessments, if any and any interest payments, penalties or costs of collection due thereon, are material conditions of this Agreement ("Material Conditions"). If any other term, covenant or condition of this Agreement or the Exemption Application, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

SECTION 4.5 Annual Service Charge as Municipal Lien. The Annual Service Charge shall be a continuous, municipal lien on the Property.

SECTION 4.6 Land Taxes. The Redeveloper is required to pay both the Annual Service Charge and the land tax payments. The Redeveloper is obligated to make timely land tax payments in order to be entitled to a land tax credit against the Annual Service Charge for the subsequent year. Pursuant to N.J.S.A. 40A:20-12, the Redeveloper shall be entitled to a credit for the amount of the land tax payments made in the last four proceeding quarterly installments against the Annual Service Charge.

ARTICLE 5

REMEDIES

SECTION 5.1 Remedies. In the event of a breach of this Agreement by any of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, other than those items specifically included as Material Conditions herein, any party may file an action with the Superior Court of New Jersey and seek any remedies available therein. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on the Land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on the Land.

ARTICLE 6

CERTIFICATE OF OCCUPANCY

SECTION 6.1 Certificate of Occupancy. It is understood and agreed that Redeveloper shall remain obligated to make application for and make all good faith efforts which

are reasonable to obtain Certificates of Occupancy for the Project in a timely manner as identified in the Exemption Application. In such regard, the Township agrees to reasonably cooperate with Redeveloper for the obtainment of such Certificates of Occupancy.

SECTION 6.2 Filing of Certificate of Occupancy. It shall be the primary responsibility of the Redeveloper to forthwith file with the Tax Assessor, the Tax Collector and the Chief Financial Officer of the Township a copy of such certificate.

SECTION 6.3 Certification regarding Tax Exemption. The Township Clerk shall certify to the Township Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that a Financial Agreement with an urban renewal entity, for the development of the Property, has been entered into and is in effect as required by N.J.S.A. 40A:20-1, et seq. Delivery by the Township Clerk to the Township Tax Assessor of a certified copy of the Ordinance adopted by the Township governing body approving the tax exemption described herein and this Financial Agreement shall constitute the required certification. Upon the delivery of the certification as required hereunder, the Township Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Township Clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Township Tax Assessor has been duly notified by the Township Clerk that the exemption has been terminated. Further, upon the adoption of this Financial Agreement, a certified copy of the Ordinance adopted by the Township governing body approving the tax exemption described herein and this Financial Agreement shall be transmitted to the Director of the Division of Local Government Services State of New Jersey Department of Community Affairs by the Township Clerk.

ARTICLE 7

ASSIGNMENT AND/OR ASSUMPTION

SECTION 7.1 Approval. Redeveloper may sell all or a portion of the Project provided that the sale is (i) in accordance with the provisions of the Redevelopment Agreement and (ii) the new owner of the Property will continue to use the Property pursuant to the conditions which qualified the Property for the Exemption and abatement. Upon such conditions being met and subject to satisfaction of the provisions of the Redevelopment Agreement, Township will consent to a transfer of the Project by Redeveloper to another of their successors and assigns. Further, Township will consent that upon assumption by the transferee entity of all of Redeveloper's obligations, to the extent those obligations relate to the portion of the Property

acquired by the transferee under this Agreement, the Exemption for the Property shall continue and inure to the transferee entity and its respective successors or assigns. Any such transfer by Redeveloper to a transferee entity shall be subject to this Agreement.

SECTION 7.2 Operation of Project. The Project shall be operated in accordance with law.

SECTION 7.3 Subordination of Fee Title. It is expressly understood and agreed that Redeveloper has the right, subordinate to the lien of the Annual Service Charge and Special Assessment, and to the rights of the Township, to encumber the fee title to the Property, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

ARTICLE 8

WAIVER

SECTION 8.1 Waiver. Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Township or Redeveloper of any rights and remedies provided by law except for the express waiver herein of certain rights of acceleration and certain rights to terminate the Agreement and Exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Township or Redeveloper has under law, in equity, or under any provision of this Agreement.

ARTICLE 9

NOTICE

SECTION 9.1 Notice. Any notice required hereunder to be sent by any party to another party shall be sent to all other parties hereto simultaneously by certified or registered mail, return receipt requested, as follows:

When sent to Redeveloper it shall be addressed as follows:

Hartford Square Urban Renewal, LLC
Suite C-3
30 Jackson Road
Medford, New Jersey 08055
Attn: Richard R. Ragan
rick@ragandesign.com

With copies sent to:

M. James Maley, Jr., Esquire

Maley & Associates
A Professional Corporation
1150 Haddon Avenue, Suite 210
Collingswood, New Jersey 08108
Phone: (856) 854-1515
Fax: (856) 858-2944
jmaley@maleyassociates.com

When sent to the Township, it shall be addressed as follows:

Kathy Burger Township Manager
Medford Township
17 North Main Street
Medford, New Jersey 08055
E-mail: kburger@medfordtownship.com
Phone: (609) 654-2608

With copies sent to:

Timothy M. Prime, Esquire
Prime Law
14000 Horizon Way, Suite 325
Mt. Laurel, New Jersey 08054
E-mail: timprime@lawyerprime.com
Phone: (856) 273-8300

(Note: The notice to the Township shall identify the subject with the tax account numbers of the tax parcels comprising the Property")

ARTICLE 10

COMPLIANCE

SECTION 10.1 Statutes and Ordinances. Redeveloper hereby agrees at all times prior to the expiration or other termination of this Agreement to remain bound by the provisions of Federal and New Jersey law and any lawful ordinances and resolutions of the Township, including, but not limited to, the Five-Year Tax Exemption Law. Redeveloper's failure to comply with such statutes or ordinances shall constitute a violation and breach of the Agreement.

ARTICLE 11
CONSTRUCTION

SECTION 11.1 Construction. This Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both Redeveloper and the Township have combined in their review and approval of same.

ARTICLE 12
INDEMNIFICATION

SECTION 12.1 Indemnification. It is understood and agreed that in the event the Township shall be named as party defendant in any action brought against Redeveloper related to the enforcement of this Agreement or by reason of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of the Long Term Tax Exemption Law by Redeveloper, Redeveloper shall indemnify and hold the Township and its officials and representatives harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of Redeveloper by reason of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq. by virtue of the action or inaction of Redeveloper.

ARTICLE 13
DEFAULT

SECTION 13.1 Default. A Default shall be deemed to have occurred if Redeveloper fails to conform with the terms of this Agreement or fails to perform any obligation imposed upon Redeveloper by statute, ordinance or lawful regulation.

SECTION 13.2 Cure Upon Default. Should the Entity be in Default of any obligation under this Financial Agreement, the Township shall notify the Entity and any mortgagee of the Entity in writing of said default. Said notice shall set forth with particularity the basis of said default. Except as otherwise limited by law, the Entity shall have thirty (30) days to cure any default (other than a default in payment of any installment of the Annual Service Charge or Special Assessments in which case there shall be no cure period); provided, however, that if the default cannot be cured in thirty (30) days, the Entity shall have a total of sixty (60) days to cure if the

Entity diligently initiates and pursues such cure. Subsequent to the thirty (30) days or sixty (60) days, as applicable, the Township shall have the right to proceed against the Property pursuant to applicable provisions of the law, including N.J.S.A. 40A:12A-58 and -68, but subject to the aforementioned limitations on acceleration, including as set forth in 5.1 hereof. No default hereunder by the Entity shall terminate the long term tax exemption described herein and its obligation to make Annual Service Charges, which shall continue in effect for the duration of this Financial Agreement (other than a default in payment of any installment of the Annual Service Charge or Special Assessments in which case the long term tax exemption described herein shall be terminated).

SECTION 13.3 Remedies. Upon Default Cumulative; No Waiver. Subject to the provisions of Section 13.1 hereof and the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the Township and all rights and remedies granted to them by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Township of any of their remedies or actions against Redeveloper because of Redeveloper's failure to pay the Annual Service Charge, the Special Assessments, if any, and/or any applicable water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Annual Service Charge, Special Assessments or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Annual Service Charge, Special Assessments or other charges shall not be construed as a waiver of the right to proceed with In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

ARTICLE 14

MISCELLANEOUS

SECTION 14.1 Conflict. The parties agree that in the event of a conflict between the Exemption Application and this Agreement, the language in this Agreement shall govern and prevail.

SECTION 14.2 Oral Representations. There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Exemption Ordinance of the Township authorizing this Agreement, and the Exemption Application constitute the entire agreement between the parties and there shall be no modifications

thereto other than by a written instrument executed by the parties hereto and delivered to each of them.

SECTION 14.3 Entire Document. All conditions in the Exemption Ordinance of the Township Council approving this Agreement are incorporated in this Agreement and made a part hereof.

SECTION 14.4 Good Faith. In their dealings with each other, the parties agree that they shall act in good faith.

SECTION 14.5 Municipal Services. Redeveloper shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for the Annual Service Charge, as required by law. Nothing herein is intended to release Redeveloper from its obligation to make such payments.

SECTION 14.6 Financing Matters. The financial information required under N.J.S.A. 40A:20-1 et seq. is set forth in the Exemption Application.

SECTION 14.8 Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14.9 Amendments. This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties hereto.

SECTION 14.10 Filing of Agreement. In accordance with the applicable provisions of the Long Term Tax Exemption Law (N.J.S.A. 40A:20-12 in particular), within ten (10) days from the date of execution of this Agreement, a copy thereof shall be forwarded to the Chief Financial Officer of Burlington County, as well as Burlington County Counsel, for informational purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Witness or Attest:

**HARTFORD SQUARE URBAN
RENEWAL, LLC**

Name:

Richard Ragan
Manager/Member

Witness or Attest:

TOWNSHIP OF MEDFORD

Kathy Burger, Township Clerk

Charles Watson, Mayor