

Prepared by: Joseph A. Del Duca, Esq.

THIRD ADDENDUM TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS THIRD ADDENDUM TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Third Amendment") is made on this 19th day of Feb, 2013 by and between the **TOWNSHIP OF BARNEGAT**, a municipal corporation of the State of New Jersey, with offices located at 900 West Bay Avenue, Barnegat, New Jersey 08005 (the "Township") and **MARK MADISON, LLC**, a limited liability company of the State of New Jersey whose address is 500 Barnegat Boulevard North, Building 100, Barnegat, New Jersey 08005 ("the Developer")

WITNESSETH:

WHEREAS, the Developer and the Township entered into a Development and Reimbursement Agreement dated March 28, 2003 and recorded in the Ocean County Clerk's office at Book 11453, page 1090 (the "Original Agreement"); and,

WHEREAS, the Developer and the Township entered into a First Addendum to Development and Reimbursement Agreement also dated March 28, 2003 and also recorded in the Ocean County Clerk's office at Book 11453, page 1090 as an attachment to the Original Agreement (the "First Amendment"), whereby certain terms and conditions of the Original Agreement were modified; and,

WHEREAS, the Developer and the Township entered into a Second Addendum to Development and Reimbursement Agreement dated June 13, 2006 and recorded in the Ocean County Clerk's office on June 22, 2006 at Book 13223, page 1566 (the "Second Amendment"), whereby certain terms and conditions contained in the Original Agreement and the First Amendment were modified; and,

WHEREAS, the Developer and the Township entered into a Corrective Development and Reimbursement Agreement dated May 7, 2007 and recorded in the Ocean County Clerk's office on June 22, 2006 at Book 13223, page 1566 (the "Corrective Amendment") to correct an error in the identification of "Independent Lots" affected by the Original Agreement, the First Amendment and the Second Amendment; and,

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment and the Corrective Agreement are collectively referred to as the "Agreement"; and,

WHEREAS, the Agreement governs the Developer's efforts to develop the area of the Township known generally as Ocean Acres; and,

WHEREAS, At the time the Original Agreement was executed all of Ocean Acres was designated as a Regional Growth area under the Comprehensive Management Plan and consisted of more than 2,000 individual building lots together with rights of way never accepted for dedication by the Township or other governmental agency, as well as other lands; and,

WHEREAS, at the time the Original Agreement was signed the Developer owned many Lots located in Ocean Acres, and many other Lots located in Ocean Acres were owned by others who are referred to in the Original Agreement as "Independent Lot Owners"; and,

NSC
w/ 550-055
7/19/13
RECORDED
2013035917 OR BK 15470 PG 811 04/04/2013 09:25:54 AM
OCEAN COUNTY CLERK, OCEAN COUNTY NEW JERSEY

| | BLOCK | LOT | ADDRESS | OWNER |
|----|-------|-----|------------------|------------------------------|
| 1 | 92.60 | 4 | 9 BRIAN AVE | Walters Development Co., LLC |
| 2 | 92.61 | 2 | 37 FARRAGUT AVE | Walters Development Co., LLC |
| 3 | 92.61 | 5 | 31 FARRAGUT AVE | Walters Development Co., LLC |
| 4 | 92.61 | 6 | 29 FARRAGUT AVE | Walters Development Co., LLC |
| 5 | 92.61 | 7 | 27 FARRAGUT AVE | Walters Development Co., LLC |
| 6 | 92.61 | 8 | 25 FARRAGUT AVE | Walters Development Co., LLC |
| 7 | 92.61 | 11 | 4 AARON WAY | Walters Development Co., LLC |
| 8 | 92.61 | 16 | 14 AARON WAY | Walters Development Co., LLC |
| 9 | 92.61 | 17 | 16 AARON WAY | Walters Development Co., LLC |
| 10 | 92.62 | 1 | 11 HEADSAIL AVE | Walters Development Co., LLC |
| 11 | 92.62 | 2 | 9 HEADSAIL AVE | Walters Development Co., LLC |
| 12 | 92.62 | 3 | 7 HEADSAIL AVE | Walters Development Co., LLC |
| 13 | 92.62 | 4 | 5 HEADSAIL AVE | Walters Development Co., LLC |
| 14 | 92.62 | 5 | 3 HEADSAIL AVE | Walters Development Co., LLC |
| 15 | 92.63 | 6 | 7 FARRAGUT AVE | Walters Development Co., LLC |
| 16 | 92.64 | 11 | 29 FREEBOARD AVE | Walters Development Co., LLC |
| 17 | 92.64 | 13 | 25 FREEBOARD AVE | Walters Development Co., LLC |
| 18 | 92.64 | 16 | 19 FREEBOARD AVE | Walters Development Co., LLC |
| 19 | 92.64 | 17 | 17 FREEBOARD AVE | Walters Development Co., LLC |
| 20 | 92.64 | 27 | 4 FARRAGUT AVE | Walters Development Co., LLC |
| 21 | 92.64 | 28 | 6 FARRAGUT AVE | Walters Development Co., LLC |
| 22 | 92.64 | 29 | 8 FARRAGUT AVE | Walters Development Co., LLC |
| 23 | 92.64 | 30 | 10 FARRAGUT AVE | Walters Development Co., LLC |
| 24 | 92.64 | 43 | 36 FARRAGUT AVE | Walters Development Co., LLC |
| 25 | 92.65 | 1 | 31 JESSICA AVE | Walters Development Co., LLC |
| 26 | 92.65 | 6 | 21 JESSICA AVE | Walters Development Co., LLC |
| 27 | 92.65 | 8 | 17 JESSICA AVE | Walters Development Co., LLC |
| 28 | 92.65 | 10 | 13 JESSICA AVE | Walters Development Co., LLC |
| 29 | 92.65 | 11 | 11 JESSICA AVE | Walters Development Co., LLC |
| 30 | 92.65 | 12 | 9 JESSICA AVE | Walters Development Co., LLC |
| 31 | 92.66 | 9 | 13 MUTINEER AVE | Walters Development Co., LLC |
| 32 | 92.66 | 21 | 12 JESSICA AVE | Walters Development Co., LLC |
| 33 | 92.66 | 22 | 14 JESSICA AVE | Walters Development Co., LLC |
| 34 | 92.66 | 23 | 16 JESSICA AVE | Walters Development Co., LLC |
| 35 | 92.66 | 26 | 22 JESSICA AVE | Walters Development Co., LLC |
| 36 | 92.66 | 27 | 24 JESSICA AVE | Walters Development Co., LLC |
| 37 | 92.66 | 28 | 26 JESSICA AVE | Walters Development Co., LLC |
| 38 | 92.66 | 29 | 28 JESSICA AVE | Walters Development Co., LLC |
| 39 | 92.66 | 30 | 30 JESSICA AVE | Walters Development Co., LLC |
| 40 | 92.67 | 8 | 20 MUTINEER AVE | Walters Development Co., LLC |
| 41 | 92.67 | 9 | 18 MUTINEER AVE | Walters Development Co., LLC |
| 42 | 92.67 | 10 | 16 MUTINEER AVE | Walters Development Co., LLC |
| 43 | 92.67 | 11 | 14 MUTINEER AVE | Walters Development Co., LLC |
| 44 | 92.67 | 12 | 12 MUTINEER AVE | Walters Development Co., LLC |
| 45 | 92.67 | 13 | 10 MUTINEER AVE | Walters Development Co., LLC |
| 46 | 92.67 | 14 | 8 MUTINEER AVE | Walters Development Co., LLC |
| 47 | 92.65 | 24 | 18 FREEBOARD AVE | Walters Development Co., LLC |

| | | | | |
|----|-------|----|------------------|---|
| 48 | 92.64 | 7 | 19 AVALON AVE | Walters Development Co., LLC |
| 49 | 92.64 | 8 | 17 AVALON AVE | Walters Development Co., LLC |
| 50 | 92.66 | 5 | 21 MUTINEER AVE | Walters Development Co., LLC |
| 51 | 92.66 | 7 | 17 MUTINEER AVE | Walters Development Co., LLC |
| 52 | 92.66 | 10 | 11 MUTINEER AVE | Walters Development Co., LLC |
| 53 | 92.66 | 11 | 9 MUTINEER AVE | Walters Development Co., LLC |
| 54 | 92.66 | 12 | 7 MUTINEER AVE | Walters Development Co., LLC |
| 55 | 92.67 | 7 | 22 MUTINEER AVE | Walters Development Co., LLC |
| 56 | 92.64 | 5 | 23 AVALON AVE | Walters Development Co., LLC |
| 57 | 92.6 | 1 | 15 BRIAN DR | Esther Ruth Setara |
| 58 | 92.6 | 2 | 13 BRIAN DR | Angela Andrega and Martha Valente |
| 59 | 92.6 | 3 | 11 BRIAN DR | Cameron and Jean Troilo |
| 60 | 92.61 | 3 | 35 FARRAGUT AVE | James R III and Terri Ware |
| 61 | 92.61 | 4 | 33 FARRAGUT AVE | Lane Sean Brooker |
| 62 | 92.61 | 9 | 23 FARRAGUT AVE | Til Death Do Us Part Inc. |
| 63 | 92.61 | 10 | 19 FARRAGUT AVE | Til Death Do Us Part Inc. |
| 64 | 92.61 | 12 | 6 AARON WAY | John J. and Teresa F. Gaffney |
| 65 | 92.61 | 13 | 8 AARON WAY | John J. and Teresa F. Gaffney |
| 66 | 92.61 | 14 | 10 AARON WAY | Joseph and Stella Sawicki |
| 67 | 92.61 | 15 | 12 AARON WAY | Mike and Plerina Perna |
| 68 | 92.62 | 9 | 6 BRIAN AVE | Cosmo Sancilio |
| 69 | 92.62 | 10 | 8 BRIAN AVE | Til Death Do Us Part Inc. |
| 70 | 92.62 | 11 | 10 BRIAN AVE | Til Death Do Us Part Inc. |
| 71 | 92.62 | 12 | 12 BRIAN AVE | Til Death Do Us Part Inc. |
| 72 | 92.63 | 1 | 5 AARON WAY | Til Death Do Us Part Inc. |
| 73 | 92.63 | 2 | 3 AARON WAY | Til Death Do Us Part Inc. |
| 74 | 92.63 | 3 | 1 AARON WAY | Til Death Do Us Part Inc. |
| 75 | 92.63 | 4 | 11 FARRAGUT AVE | Til Death Do Us Part Inc. |
| 76 | 92.63 | 5 | 9 FARRAGUT AVE | James C. and Dolores G. Miller |
| 77 | 92.63 | 7 | 5 FARRAGUT AVE | Til Death Do Us Part Inc. |
| 78 | 92.63 | 13 | 4 HEADSAIL AVE | Thomas V. and Leona Brock |
| 79 | 92.63 | 14 | 6 HEADSAIL AVE | Til Death Do Us Part Inc. |
| 80 | 92.63 | 15 | 8 HEADSAIL AVE | Christine Mitzak, Patricia Berliner, David Jasinski |
| 81 | 92.64 | 2 | 29 AVALON AVE | Ronald and Elfriede Angelo |
| 82 | 92.64 | 3 | 27 AVALON AVE | Walter J. and Dolores A. Krazanowski |
| 83 | 92.64 | 4 | 25 AVALON AVE | Walter J. and Dolores A. Krazanowski |
| 84 | 92.64 | 6 | 21 AVALON AVE | L A M Holding Co. Inc. |
| 85 | 92.64 | 9 | 15 AVALON AVE | Abigal Adams LLC |
| 86 | 92.64 | 10 | 13 AVALON AVE | Cameron and Jean Troilo |
| 87 | 92.64 | 12 | 27 FREEBOARD AVE | Milton and Beverly Lynn |
| 88 | 92.64 | 14 | 23 FREEBOARD AVE | Scola Brothers LLP |
| 89 | 92.64 | 15 | 21 FREEBOARD AVE | Nicholas A. Bellizzi |
| 90 | 92.64 | 18 | 15 FREEBOARD AVE | Andrew N. and Audrey Murin |
| 91 | 92.64 | 19 | 13 FREEBOARD AVE | Renee Magner |
| 92 | 92.64 | 20 | 11 FREEBOARD AVE | Dimitiros and Kanella Anastasatos |
| 93 | 92.64 | 21 | 9 FREEBOARD AVE | Dimitiros and Kanella Anastasatos |
| 94 | 92.64 | 22 | 7 FREEBOARD AVE | Gene and Carmella Del Bene |
| 95 | 92.64 | 31 | 12 FARRAGUT AVE | Abigal Adams LLC |
| 96 | 92.64 | 32 | 14 FARRAGUT AVE | Timothy N. Malarkey and Stephanie Morgan, h/w |
| 97 | 92.64 | 33 | 16 FARRAGUT AVE | Abigal Adams LLC |
| 98 | 92.64 | 34 | 18 FARRAGUT AVE | Rocco and Roseann Fabiano |
| 99 | 92.64 | 35 | 20 FARRAGUT AVE | Steven J. Freed |

| | | | | |
|-----|-------|----|---------------------|---|
| 100 | 92.64 | 36 | 22 FARRAGUT AVE | Abigal Adams LLC |
| 101 | 92.64 | 37 | 24 FARRAGUT AVE | Steven J. Freed |
| 102 | 92.64 | 38 | 26 FARRAGUT AVE | Steven J. Freed |
| 103 | 92.64 | 39 | 28 FARRAGUT AVE | Steven J. Freed |
| 104 | 92.64 | 40 | 30 FARRAGUT AVE | Steven J. Freed |
| 105 | 92.64 | 41 | 32 FARRAGUT AVE | Steven J. Freed |
| 106 | 92.64 | 42 | 34 FARRAGUT AVE | MJR Associates |
| 107 | 92.64 | 44 | 38 FARRAGUT AVE | Arthur and Jane Lezott |
| 108 | 92.65 | 2 | 29 JESSICA AVE | Abigal Adams LLC |
| 109 | 92.65 | 3 | 27 JESSICA AVE | Abigal Adams LLC |
| 110 | 92.65 | 4 | 25 JESSICA AVE | Anderson Family Dynasty Trust |
| 111 | 92.65 | 5 | 23 JESSICA AVE | Cameron and Jean Troilo |
| 112 | 92.65 | 7 | 19 JESSICA AVE | Alice J. Dunne Trust |
| 113 | 92.65 | 9 | 15 JESSICA AVE | Rocco and Roseann Fabiano |
| 114 | 92.65 | 13 | 7 JESSICA AVE | Giulio S. Poli |
| 115 | 92.65 | 18 | 6 FREEBOARD AVE | BARNEGAT OF OA DEVELOP LLC 63 |
| 116 | 92.65 | 19 | 8 FREEBOARD AVE | Cameron and Jean Troilo |
| 117 | 92.65 | 20 | 10 FREEBOARD AVE | Cameron and Jean Troilo |
| 118 | 92.65 | 21 | 12 FREEBOARD AVE | Margaret McGuire and George McGuire |
| 119 | 92.65 | 22 | 14 FREEBOARD AVE | Margaret McGuire and George McGuire |
| 120 | 92.65 | 23 | 16 FREEBOARD AVE | BARNEGAT OF OA DEVELOP LLC |
| 121 | 92.65 | 25 | 20 FREEBOARD AVE | Rocco and Roseann Fabiano |
| 122 | 92.65 | 26 | 22 FREEBOARD AVE | Lu Ann Alario and Andre Achermann |
| 123 | 92.65 | 27 | 24 FREEBOARD AVE | Lu Ann Alario and Andre Achermann |
| 124 | 92.65 | 28 | 26 FREEBOARD AVE | Lu Ann Alario and Andre Achermann |
| 125 | 92.65 | 29 | 28 FREEBOARD AVE | C. Mitzak, P. Berliner and D. Jasinski |
| 126 | 92.65 | 30 | 30 FREEBOARD AVE | C. Mitzak, P. Berliner and D. Jasinski 70 |
| 127 | 92.66 | 6 | 19 MUTINEER AVE | BARNEGAT OF OA DEVELOP LLC |
| 128 | 92.66 | 8 | 15 MUTINEER AVE | Joseph Russo |
| 129 | 92.66 | 13 | 5 MUTINEER AVE | F. Schroeder and G. Montanez |
| 130 | 92.66 | 18 | 6 JESSICA AVE | Richard and Deborah Walsh |
| 131 | 92.66 | 19 | 8 JESSICA AVE | James R III and Terri Ware |
| 132 | 92.66 | 20 | 10 JESSICA AVE | James R III and Terri Ware |
| 133 | 92.66 | 24 | 18 JESSICA AVE | F & G Builder |
| 134 | 92.66 | 25 | 20 JESSICA AVE | Abigal Adams LLC 70 |
| 135 | 92.67 | 15 | 4 MUTINEER AVE (PS) | Barnegat Township |

WHEREAS, an Order of the Superior Court of New Jersey dated July 26, 2002, among other things, required the Township to enter into an agreement to permit the Developer to develop Ocean Acres and to establish terms and conditions under which the Developer would be reimbursed by the Independent Lot Owners for their fair share of the costs of developing and improving Ocean Acres; and,

WHEREAS, Ocean Acres is located in the Regional Growth Area of the New Jersey Pinelands and is subject to the Pinelands Protection Act, NJSA 13:18A-1 et seq. and the Comprehensive Management Plan (the "CMP"); and,

WHEREAS, in connection with the Developer's efforts to develop Ocean Acres as a single family residential project, and after extensive negotiations, review and analysis, the New Jersey Pinelands Commission (the "Commission"), the Township and the Developer entered into a Three Party Agreement (the "Three Party Agreement") dated September 13, 2004 which set forth the terms, conditions and limitations under which Ocean Acres could be developed and how the Developer would be reimbursed for costs incurred for the benefit of others; and,

WHEREAS, the in accordance with the CMP, the Commission determined that certain portions of Ocean Acres were available for development of single family homes and associated site improvements and certain areas of Ocean Acres, including certain existing Lots, were not available for any development due to certain environmental constraints; and,

WHEREAS, the Three Party Agreement established a transfer of development rights program whereby those Lots located in Ocean Acres determined by the Commission to be unavailable for development could "transfer" development rights to Lots available for development but otherwise undersized; and,

WEHREAS, as contemplated and directed by the Three Party Agreement the Township established zoning districts for Ocean Acres whereby the lots deemed appropriate and available for development were included in the RH, Residential High ("RH") Zoning District and those lots deemed inappropriate and unavailable for development were included in the RC, Residential Conservation ("RC") Zoning District; and,

WHEREAS, the as a result of the rezoning 1219 lots were included in the RH District and available for development and 601 lots were located in the RC District but available only for use in the transfer of development rights program also codified in the amended Zoning Ordinance; and,

WHEREAS, Ocean Acres includes an additional 135 Lots referred to in the Three Party Agreement and otherwise commonly referred to as the "Overlay Area" or "Phase 3", which 135 Lots are identified on Exhibit A attached to this Third Amendment; and,

WHEREAS, all of the lots located in Phase 3 were tentatively included in RC Zoning District and deemed undevelopable over the objection of the Developer; and,

WHEREAS, the Township, the Developer and the Pinelands Commission agreed that the only reason Phase 3 was included in the RC Zoning District was the tentative determination that Phase 3 was critical habitat for the northern pine snake; and,

WHEREAS, the Three Party Agreement specifically provided, and the parties specifically agreed, that if the Developer could conclusively prove to the Commission that Phase 3 is not critical habitat for the northern pine snake then Phase 3 would be promptly rezoned from RC to the RH Residential High Zoning District; and,

WHEREAS, the Developer was able to prove to the Commission that Phase 3 is not critical habitat for the northern pine snake as more specifically delineated in the report of the Pinelands Commission dated October 2, 2009; and,

WHEREAS, the Township initially declined to rezone Phase 3 in accordance with the Three Party Agreement; and,

WHEREAS, the Developer and the Township were subsequently involved in litigation in the Superior Court of New Jersey entitled Mark Madison, LLC vs. The Township of Barnegat, et al, bearing docket #OCN-L-1962-10 PW, as a result of the Township's determination not to rezone Phase 3 ("the Litigation"); and,

WHEREAS, the Litigation was resolved by Court Oder dated March 16, 2012 whereby the Township was directed to rezone Phase 3 from RC to RH; and,

WHEREAS, by Ordinance 2012-12 the Township did rezone Phase 3 from RC to RH; and,

WHEREAS, in accordance with the CMP the Pinelands Commission is completing the process of certifying that rezoning; and,

WHEREAS, it is now necessary to further amend the Original Agreement to include all of the Lots in Phase 3 and to otherwise amend the Original Agreement as appropriate.

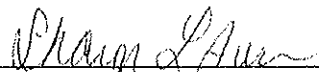
NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties do hereby agree as follows:

1. **Defined Terms**. The terms defined in the Agreement shall have the same meaning in this Third Amendment unless the context clearly indicates to the contrary.
2. **Phase 3**. The parties agree that Phase 3 is a "Phase" (as that term is defined in the Agreement) of the Ocean Acres project. Phase 3 is hereby added to the Agreement and Phase 3, including all of the Lots in Phase 3, shall be subject to the same the terms and conditions as the other lands and Lots previously included in the Agreement, unless otherwise set forth in this Third Addendum.

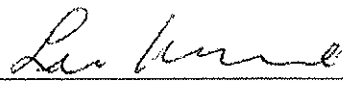
3. **Improvements.** The Developer will install all Improvements (as that term is defined in the Agreement) in Phase 3 in the same manner and subject to the same terms and conditions as set forth in the Agreement.
4. **Approvals.** The Developer will obtain any and all land use and other governmental approvals necessary to complete the Improvements and to construct homes on Lots the Developer owns in Phase 3, all in accordance with the Agreement and applicable law. This Agreement and this Third Addendum shall not be construed as land use, zoning or other approvals for Phase 3, and the Developer shall follow the process established for other Phases of the Ocean Acres project for obtaining such approvals as set forth in the Agreement.
5. **Reimbursement.** Reimbursement for the Improvements shall be due from the owners of Lots in Phase 3 (other than Lots owned by the Developer) and such owners shall be considered Independent Lot Owners as set forth in the Agreement. The Reimbursement Amount due from the Independent Lot Owners in Phase 3 shall be calculated in accordance with the terms and conditions of the Agreement.
6. **Fees.** The Developer will pay any and all professional fees incurred by the Township for reviewing this Third Amendment. The Developer will pay any professional fees incurred or charged to the Township by the Township's professionals for reviewing Developer's land use applications for Phase 3 in accordance with the terms of the Agreement. Notwithstanding anything to the contrary contained in this Third Amendment or the Agreement, the Developer and each Independent Lot Owner will pay to the Township the sum of \$500.00 as a stormwater fee for each Lot in Ocean Acres on which a home is built, with payments to be made at the times specified under the Land Development Ordinance; and, no other impact fees or similar charges are or will be due for the Lots in Ocean Acres including but not limited to the Lots in Phase 3.
7. **Recordation.** It is intended that this Third Addendum shall be recorded with the Ocean County Clerk's office in order to provide notice to the owners of the Independent Lots located in Phase 3 as delineated on Exhibit A. The Developer will direct the Ocean County Clerk to note the existence of the Agreement and this Third Addendum in the margin of the Deed to each of the Independent Lots located in Phase 3.
8. **Notices.** Section 13 of the Original Agreement is amended to change the address of Joseph A. Del Duca to Walters Group, 100 Centre Boulevard, Suite E, Marlton, New Jersey 08053. Section 13 of the Original Agreement is further amended to change the reference from Veronica Jasina to Sharon Auer, Acting Municipal Clerk.
9. **Inconsistencies.** To the extent of any inconsistency between the terms of this Third Amendment and the Agreement the terms of this Third Amendment shall control. Otherwise, all terms and conditions contained in the Agreement shall remain in full force and effect.

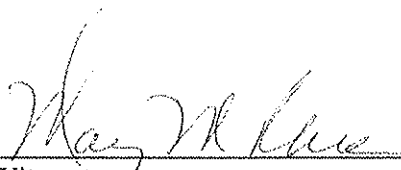
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

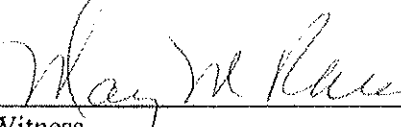
Witness:


Sharon Auer
Acting Municipal Clerk


BARNEGAT TOWNSHIP

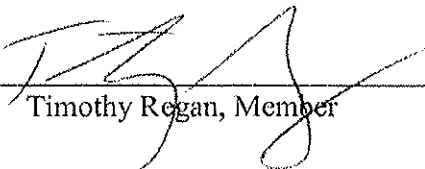
By: 
Len Morano, Mayor


Witness


Witness

MARK MADISON, LLC

By: 
Edward Walters, Jr., Member

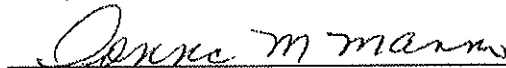
By: 
Timothy Regan, Member

Record & Return

Joseph A. Del Duca, Esq.
Walters Group
100 Centre Boulevard, Suite E
Marlton, New Jersey 08053

STATE OF NEW JERSEY :
SS
COUNTY OF OCEAN :

I certify that on March 4, 2013, before me the subscriber, a Notary Public of New Jersey, personally appeared, Sharon Auer, Acting Municipal Clerk, who being by me duly sworn on her oath, deposes and make proof to my satisfaction, that she is the Municipal Clerk of the Township of Barnegat, the Municipal Corporation name in the within instrument; that Len Morano, Mayor of said Municipal Corporation, that the execution, as well as the making of this Instrument, has been duly authorized by a proper Resolution of the Township Committee of said Municipal Corporation and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Municipal Corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.



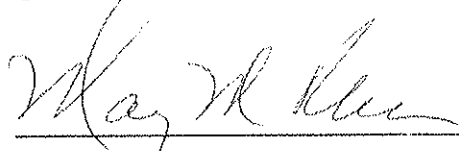
DONNA M. MANNO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 18, 2013

STATE OF NEW JERSEY :
SS
COUNTY OF Ocean :

I certify that on Feb. 21, 2013, Edward Walters and Timothy Regan personally came before me and this person acknowledged under oath, to my satisfaction, that this person:

(a) signed, sealed, and delivered the attached document as authorized members of Mark Madison, LLC the limited liability company named in this document; and,

(b) this document was signed and made by the limited liability company as its voluntary act and deed by virtue of authority from its Managing Member or Committee.



MARY M. RHEA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/23/2017