

DEED

16PT-055679
Record & Return to:
Presitge Title Agency, Inc.
130 Pompton Avenue
Verona, NJ 07044

Prepared by:
Justin Hollander, Esq.

This Deed is made on June 21, 2018,



Received & Recorded Deed-1
Union County, NJ Inst# 301393
6/22/2018 15:01
Joanne Rajoppi
County Clerk
Operator
BENITEZ
Consider. 3,000,000.00
RT Fee 63,775.00
Pgs-23

BETWEEN

MUHLENBERG REGIONAL MEDICAL CENTER, INC., a New Jersey nonprofit corporation, having a mailing address at c/o JFK Health, 80 James Street, 1st Floor, Edison, New Jersey 08820, referred to as the Grantor,

AND

MUHLENBERG URBAN RENEWAL, LLC, a New Jersey limited liability company, having a mailing address at 2 Broad Street, Suite 400, Bloomfield, New Jersey 07003, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor, for and in consideration of the sum of THREE MILLION AND 00/100 (\$3,000,000.00) Dollars, lawful money of the United States of America, paid to the Grantor, at or before the execution and delivery of this Deed, the receipt of which is acknowledged, and the Grantor being fully satisfied, does by this Deed grant, bargain, sell and convey (transfers ownership of) the land and premises described below to the Grantee forever.

Tax Map Reference. (N.J.S.A. 46:15-2.1) City of Plainfield Lots 38.06, 38.07 and 38.08, Block 13 (formerly part of Lot 38.03, Block 13)

Property. All that certain tract or parcel of land and premises, situate, lying and being in the City of Plainfield in the County of Union and State of New Jersey, more particularly described by metes and bounds on Schedule A annexed and incorporated herein by reference as if set forth at length (the "Property").

BEING commonly known and designated as 1200 Randolph Road, Plainfield, New Jersey.

BEING the same land and premises conveyed to the Grantor by Subdivision Deed from Muhlenberg Regional Medical Center, Inc., dated November 17, 2014, recorded December 1 2014, in the clerk's office of the County of Union, New Jersey, in Deed Book 6033, Page 507. Title vested in Muhlenberg Regional Medical Center, Inc. by Deed from Muhlenberg Regional Medical Center, Inc., formerly known as Muhlenberg Hospital, dated November 26, 1990, recorded December 10, 1990 in Deed Book 3689, Page 12. (See chain of title as referenced in Deed Book 3689, Pages 13-14)

This conveyance is subject to all covenants, easements and restrictions of record, all applicable laws, regulations and municipal ordinances and such a state of facts as an accurate survey of the Property may disclose.

This conveyance is further subject to certain uses. The following uses as set forth below ("Restricted Uses") shall be restricted from, on, or at the Property, with such restrictions to be covenants running with the Property (each, a "Restrictive Covenant", and collectively, the "Restrictive Covenants") for a period of ten (10) years commencing on the date first written above(the "Restriction Period"), subject to the limitations set forth herein. The Restrictive Covenants specifically inure to the benefit of and only to the benefit of, and shall be enforceable only by, Grantor and Grantor's affiliates, including without limitation, Hackensack Meridian Health entities and their successors and/or assigns (collectively, "JFK/HMH Entities") provided any such affiliate, successor or assignee is a not for profit entity. Notwithstanding the foregoing, if at any time during the Restriction Period any of the Restricted Uses are permanently discontinued by JFK/HMH Entities for a period of twelve (12) consecutive months (excluding any period of nonuse due to casualty or restoration or the performance of any alterations or other work), then in any of such events, such Restricted Use and/or service shall no longer be deemed bound by the Restrictive Covenants.

Subject to the limitations set forth herein, listed below are the individual Restricted Uses:

1. Urgent Emergency Care Services Facility

- facility which is advertised for urgent/emergency care,
- walk-ins accepted/no appointments are necessary,
- extended hours of operation,
- requires payment for services at the time services are performed, or

2. Imaging Facility

- facility which is dedicated to providing outpatient X-Ray, Computer Axial Tomography (CAT), and Cardiac Diagnostic Imaging services.
- This Restrictive Covenant is not intended to prohibit health care services where this particular use or service is an ancillary service to the primary health care services provided at such location and is not provided independently to patients without the primary health care service.

3. Dialysis Facility

- facility which is dedicated to providing outpatient renal dialysis.
- This Restricted Covenant is not intended to prohibit health care services where this particular use or service is an ancillary service to the primary health care services provided at such location and is not provided independently to patients without the primary health care service.

4. Long Term Care/Skilled Nursing Facility

- Long term care facility or skilled nursing facility that provides long term treatment of patients that would be competitive with the services provided by JFK Hartwyck at CedarBrook, including, without limitation, post-acute and sub-acute care services.

5. Nursing School

- health career training facility providing students diplomas in Nursing, Diagnostic Medical Sonography, and Radiography, which when combined with study at Union County College, students could obtain an Associate's Degree.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor). Notwithstanding the foregoing, this conveyance is subject to all easements, covenants and restrictions of record, all other matters of record, all leases disclosed to Grantee, all matters which would be revealed by an accurate survey, and all governmental assessments not yet due and payable, none of which shall constitute a breach of the foregoing promise by Grantor.

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Schedule A

HARBOR



CONSULTANTS INC.

June 8, 2018

**Description of Lot 38.06, Block 13
Randolph Road – Moffett Avenue
“Muhlenberg Medical Arts Complex”
City of Plainfield, Union County, New Jersey**

All that certain parcel of land, with improvements thereon erected, situated, lying and being in the City of Plainfield, County of Union, State of New Jersey, and described as follows;

BEGINNING at a concrete monument at New Jersey State Plane Coordinate System (NAD83) position N646269.7298 – E519517.4984 in the southerly sideline of Randolph Road, a 60 foot wide right of way, at a point 381.38 feet measured westerly along said sideline of Randolph Road from a concrete monument found at the intersection with the westerly sideline of Salem Road, a 50 foot wide right of way, thence running and referring all bearings of the present description to the Grid Meridian of the New Jersey State Plane Coordinate System (NAD83) as follows, to wit:

- 1) **South 6 degrees 42 minutes 52 seconds East**, passing over a concrete monument found at the distance of 150.00 feet and running for parts in the westerly outlines of Lots 7, 8 and 9, Block 13, for an overall distance of **575.94 feet** to a concrete monument found, thence
- 2) **South 86 degrees 08 minutes 23 seconds West**, running in the northerly sideline of Moffett Avenue, a 60 foot wide right of way, for a distance of **705.59 feet** to a P.K. nail, thence running in the easterly outlines of Lots 38.05 and 38.04, Block 13, by the following fifteen lines, to wit:
- 3) **North 19 degrees 40 minutes 37 seconds West**, for distance of **77.00 feet** to a point, thence
- 4) by a non-tangent line curving to the right with a **radius of 281.00 feet**, for an **arc length of 22.93 feet**, said arc being subtended by a chord bearing **North 11 degrees 41 minutes 02 seconds East**, for a distance of **22.92 feet** to a point of tangency, thence
- 5) by a line curving to the left with a **radius of 34.00 feet**, for an **arc length of 38.79 feet**, said arc being subtended by a chord bearing **North 18 degrees 39 minutes 54 seconds West**, for a distance of **36.72 feet** to a point of tangency, thence
- 6) **North 51 degrees 21 minutes 06 seconds West**, for a distance of **23.95 feet** to a point, thence
- 7) **North 19 degrees 40 minutes 37 seconds West**, for a distance of **54.61 feet** to a point, thence
- 8) **South 70 degrees 19 minutes 23 seconds West**, for a distance of **35.79 feet** to a point, thence

- 9) *North 19 degrees 32 minutes 44 seconds West*, for a distance of *41.21 feet* to a point, thence
- 10) *South 83 degrees 44 minutes 17 seconds West*, for a distance of *36.99 feet* to a point, thence
- 11) *North 11 degrees 33 minutes 26 seconds West*, for a distance of *51.57 feet* to a point, thence
- 12) *North 6 degrees 15 minutes 43 seconds West*, for a distance of *111.31 feet* to a point, thence
- 13) *North 44 degrees 36 minutes 53 seconds East*, for a distance of *39.75 feet* to a point, thence
- 14) *North 83 degrees 54 minutes 23 seconds East*, for a distance of *20.76 feet* to a point, thence
- 15) *North 6 degrees 05 minutes 37 seconds West*, for a distance of *16.99 feet* to a point, thence
- 16) *North 44 degrees 36 minutes 53 seconds East*, for distance of *15.42 feet* to a point, and
- 17) *North 4 degrees 31 minutes 56 seconds West*, for a distance of *94.90 feet* to a concrete monument, thence
- 18) *North 83 degrees 54 minutes 23 seconds East*, running in said southerly sideline of Randolph Road, for a distance of *252.73 feet* to a point South 6 degrees 05 minutes 37 seconds East 5.00 feet from a P.K. nail, thence
- 19) *North 83 degrees 21 minutes 23 seconds East*, continuing to run in said southerly sideline of Randolph Road, for a distance of *515.59 feet* to the point and place of **BEGINNING**.

Containing 433,285 square feet or 9.9468 acres more or less

Being all of Lot 38.06, as shown on a file map prepared by Harbor Consultants, Inc., dated March 26, 2018 (amended May 18, 2018) and titled "FINAL SUBDIVISION PLAN MUHLENBERG MEDICAL ARTS COMPLEX LOTS 38.01, 38.02, & 38.03, BLOCK 13 CITY OF PLAINFIELD, UNION COUNTY, NEW JERSEY."

SUBJECT TO two utility easements described as follows, to wit:

BEGINNING for Utility Easement No. 1 at a concrete monument on the northerly sideline of Randolph Road, a 60 foot wide right of way, at the beginning of the nineteenth or North 83 degrees 54 minutes 23 seconds East 252.73 foot line of the above described Lot 38.06, Block 13, thence

- 1) *North 83 degrees 54 minutes 23 seconds East*, running in said southerly sideline of Randolph Road, for a distance of *10.00 feet* to a point, thence running for the outlines of Utility Easement No. 1, by the seven following lines, to wit:
- 2) *South 4 degrees 31 minutes 56 seconds East*, for a distance of *99.75 feet* to a point, thence

- 3) **South 44 degrees 36 minutes 53 seconds West**, for a distance of **15.25 feet** to a point, thence
- 4) **South 6 degrees 05 minutes 37 seconds East**, for a distance of **22.25 feet** to a point, thence
- 5) **South 83 degrees 54 minutes 23 seconds West**, for a distance of **27.19 feet** to a point, thence
- 6) **South 44 degrees 36 minutes 53 seconds West**, for a distance of **31.42 feet** to a point, thence
- 7) **South 6 degrees 15 minutes 43 seconds East**, for a distance of **84.87 feet** to a point, and
- 8) **South 83 degrees 44 minutes 17 seconds West**, for a distance of **10.00 feet** to a point, thence running on a part of the thirteenth line and on the fourteenth through the eighteenth lines of the herein described Lot 38.06, by the six following lines, to wit:
- 9) **North 6 degrees 15 minutes 43 seconds West**, for a distance of **89.63 feet** to a point, thence
- 10) **North 44 degrees 36 minutes 53 seconds East**, for a distance of **39.75 feet** to a point, thence
- 11) **North 83 degrees 54 minutes 23 seconds East**, for a distance of **20.76 feet** to a point, thence
- 12) **North 6 degrees 05 minutes 37 seconds West**, for a distance of **16.99 feet** to a point, thence
- 13) **North 44 degrees 36 minutes 53 seconds East**, for a distance of **15.42 feet** to a point, and
- 14) **North 4 degrees 31 minutes 56 seconds West**, for a distance of **94.90 feet** to the point and place of beginning.

Containing 2,791 square feet or 0.0641 of an acre more or less.

BEGINNING for Utility Easement No. 2 at a P.K. nail on the northerly sideline of Moffett Avenue, a 60 foot wide right of way, at the beginning of the fourth or North 19 degrees 40 minutes 37 seconds West 77.00 foot line of the herein described Lot 38.06, Block 13, thence running in said fourth line and in the fifth through a part of the twelfth lines thereof, by the nine following lines, to wit:

- 1) **North 19 degrees 40 minutes 37 seconds West**, for a distance of **77.00 feet** to a point, thence
- 2) by a non-tangent line curving to the right with a **radius of 281.00 feet**, for an **arc length of 22.93 feet**, said arc being subtended by a chord bearing **North 11 degrees 41 minutes 02 seconds East**, for a distance of **22.92 feet** to a point of tangency, thence
- 3) by a line curving to the left with a **radius of 34.00 feet**, for an **arc length of 38.79 feet**, said arc being subtended by a chord bearing **North 18 degrees 39 minutes 54 seconds West**, for a distance of **36.72 feet** to a point of tangency, thence
- 4) **North 51 degrees 21 minutes 06 seconds West**, for a distance of **23.95 feet** to a point, thence

- 5) *North 19 degrees 40 minutes 37 seconds West*, for a distance of *54.61 feet* to a point, thence
- 6) *South 70 degrees 19 minutes 23 seconds West*, for a distance of *35.79 feet* to a point, thence
- 7) *North 19 degrees 32 minutes 44 seconds West*, for a distance of *41.21 feet* to a point, thence
- 8) *South 83 degrees 44 minutes 17 seconds West*, for a distance of *36.99 feet* to a point, and
- 9) *North 11 degrees 33 minutes 26 seconds West*, for a distance of *41.34 feet* to a point, thence running for the outlines of Utility Easement No. 2, by the twelve following lines, to wit:
 - 10) *North 83 degrees 44 minutes 17 seconds East*, for a distance of *10.04 feet* to a point, thence
 - 11) *South 11 degrees 33 minutes 26 seconds East*, for a distance of *34.26 feet* to a point, thence
 - 12) *North 83 degrees 44 minutes 17 seconds East*, for a distance of *36.21 feet* to a point, thence
 - 13) *South 19 degrees 32 minutes 44 seconds East*, for a distance of *36.08 feet* to a point, thence
 - 14) *North 70 degrees 19 minutes 23 seconds East*, for a distance of *35.77 feet* to a point, thence
 - 15) *South 19 degrees 40 minutes 37 seconds East*, for a distance of *61.77 feet* to a point, thence
 - 16) *South 51 degrees 21 minutes 06 seconds East*, for a distance of *21.12 feet* to a point of tangency, thence
 - 17) by a line curving to the right with a *radius of 44.00 feet*, for an *arc length of 39.88 feet*, said arc being subtended by a chord bearing *South 25 degrees 23 minutes 03 seconds East*, for a distance of *38.53 feet* to a point, thence
 - 18) by a non-tangent line *South 83 degrees 17 minutes 08 seconds West*, for a distance of *6.09 feet* to a point, thence
 - 19) *South 6 degrees 42 minutes 52 seconds East*, for a distance of *20.10 feet* to a point, thence
 - 20) by a non-tangent line curving to the left with a *radius of 271.00 feet*, for an *arc length of 8.82 feet*, said arc being subtended by a chord bearing *South 10 degrees 49 minutes 16 seconds West*, for a distance of *8.82 feet* to a point, and
 - 21) *South 19 degrees 40 minutes 37 seconds East*, for a distance of *77.22 feet* to a point, thence
 - 22) *South 86 degrees 08 minutes 23 seconds West*, running in said northerly sideline of Moffett Avenue, for a distance of *10.39 feet* to the point and place of **BEGINNING**.

Containing 3,548 square feet or 0.0815 of an acre more or less.



Victor E. Vinegra
Professional Engineer and Land Surveyor
New Jersey License No. 34460

320 North Avenue East, Cranford, NJ 07016 • (908) 276-2715 Voice • (908) 709-1738 Fax

HARBOR



CONSULTANTS INC.

June 8, 2018

**Description of Lot 38.07, Block 13
Randolph Road
"Muhlenberg Medical Arts Complex"
City of Plainfield, Union County, New Jersey**

All that certain parcel of land, with improvements thereon erected, situated, lying and being in the City of Plainfield, County of Union, State of New Jersey, and described as follows;

BEGINNING at a concrete monument at New Jersey State Plane Coordinate System (NAD83) position N646269.7298 – E519517.4984 in the southerly sideline of Randolph Road, a 60 foot wide right of way, at a point 381.38 feet measured westerly along said sideline of Randolph Road from a concrete monument found at the intersection with the westerly sideline of Salem Road, a 50 foot wide right of way, thence referring all bearings of the present description to the Grid Meridian of the New Jersey State Plane Coordinate System (NAD83) as follows, to wit:

- 1) **North 83 degrees 21 minutes 23 seconds East**, running in said southerly sideline of Randolph Road, for a distance of **127.25 feet** to a concrete monument, thence
- 2) **South 6 degrees 42 minutes 52 seconds East**, running in the westerly outline of Lot 38.08, Block 13, for a distance of **150.00 feet** to a point, thence
- 3) **South 83 degrees 21 minutes 23 seconds West**, running for parts on the northerly outlines of Lots 6 and 7, for a distance of **127.25 feet** to a concrete monument found, thence
- 4) **North 6 degrees 42 minutes 52 seconds West**, running on an easterly outline of Lot 38.06, for a distance of **150.00 feet** to the point and place of **BEGINNING**.

Containing 19,087 square feet or 0.4382 of an acre more or less.

Being all of Lot 38.07, as shown on a file map prepared by Harbor Consultants, Inc., dated March 26, 2018 (amended May 18, 2018) and titled "FINAL SUBDIVISION PLAN MUHLENBERG MEDICAL ARTS COMPLEX LOTS 38.01, 38.02, & 38.03, BLOCK 13 CITY OF PLAINFIELD, UNION COUNTY, NEW JERSEY."

**Victor E. Vinegra
Professional Engineer and Land Surveyor
New Jersey License No. 34460**

320 North Avenue East, Cranford, NJ 07016 • (908) 276-2715 Voice • (908) 709-1738 Fax

HARBOR



CONSULTANTS INC.

May 25, 2018

**Description of Lot 38.08, Block 13
Randolph Road
"Muhlenberg Medical Arts Complex"
City of Plainfield, Union County, New Jersey**

All that certain parcel of land, with improvements thereon erected, situated, lying and being in the City of Plainfield, County of Union, State of New Jersey, and described as follows;

BEGINNING at an iron bar and cap at New Jersey State Plane Coordinate System (NAD83) position N646290.5021 – E519695.8428 in the southerly sideline of Randolph Road, a 60 foot wide right of way, at a point 201.83 feet measured westerly along said sideline of Randolph Road from a concrete monument found at the intersection with the westerly sideline of Salem Road, a 50 foot wide right of way, thence referring all bearings of the present description to the Grid Meridian of the New Jersey State Plane Coordinate System (NAD83) as follows, to wit:

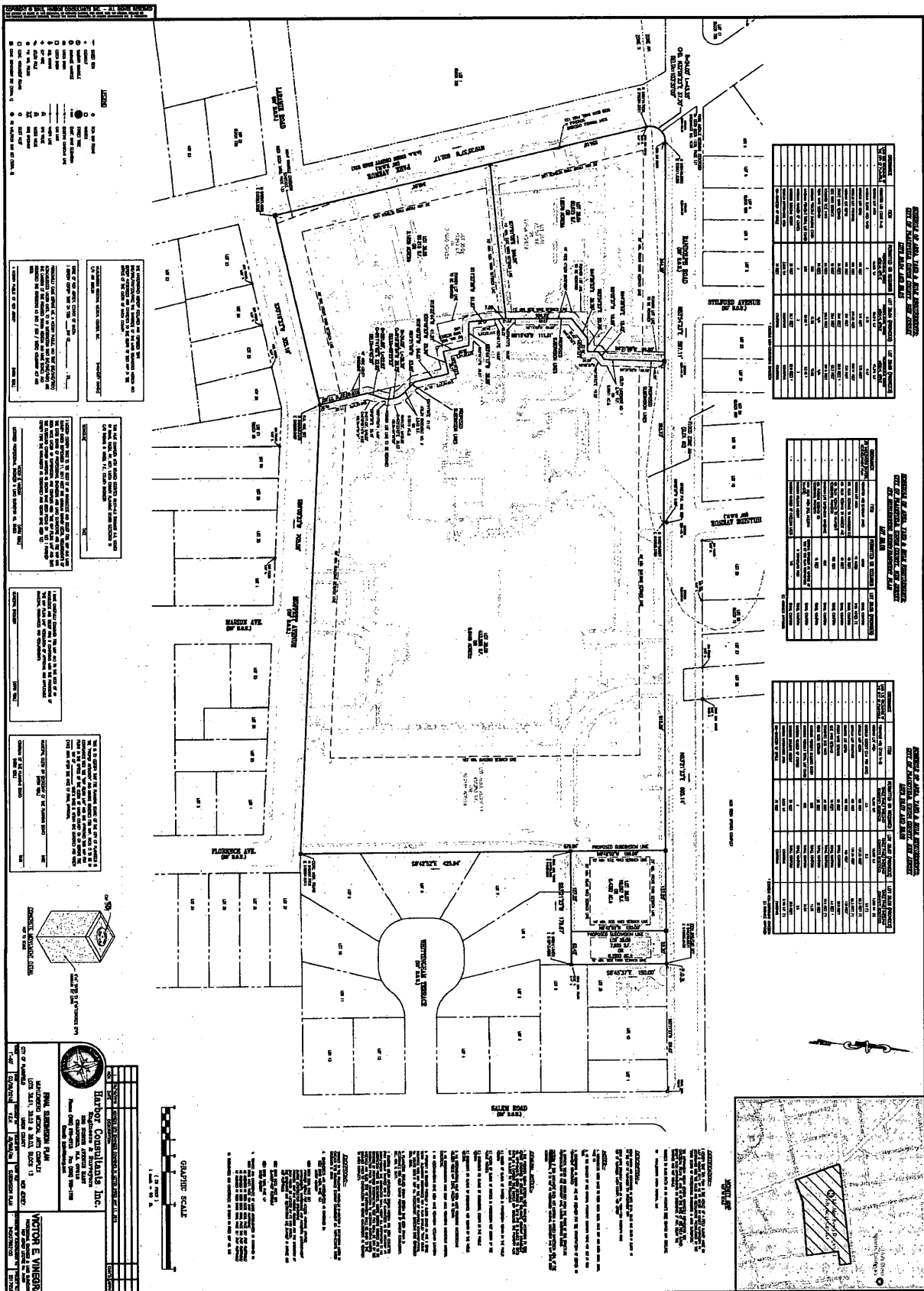
- 1) **South 6 degrees 45 minutes 37 seconds East**, running for a part on the westerly outline of Lot 39, Block 13 and for a part on a part of the westerly outline of Lot 2, for a distance of **150.00 feet** to a point, thence
- 2) **South 83 degrees 21 minutes 23 seconds West**, running on a part of the northerly outline of Lot 6, for a distance of **52.42 feet** to a point, thence
- 3) **North 6 degrees 42 minutes 52 seconds West**, running on the easterly outline of Lot 38.07, for a distance of **150.00 feet** to a concrete monument, thence
- 4) **North 83 degrees 21 minutes 23 seconds East**, running in said southerly sideline of Randolph Road, for a distance of **52.30 feet** to the point and place of **BEGINNING**.

Containing 7,855 square feet or 0.1803 of an acre more or less

Being all of Lot 38.08, as shown on a file map prepared by Harbor Consultants, Inc., dated March 26, 2018 (amended May 18, 2018) and titled "FINAL SUBDIVISION PLAN MUHLENBERG MEDICAL ARTS COMPLEX LOTS 38.01, 38.02, & 38.03, BLOCK 13 CITY OF PLAINFIELD, UNION COUNTY, NEW JERSEY."

**Victor E. Vinegra
Professional Engineer and Land Surveyor
New Jersey License No. 34460**

320 North Avenue East, Cranford, NJ 07016 • (908) 276-2715 Voice • (908) 709-1738 Fax



James M. Burns, Esq. (12691982)
Lawrence Bluestone, Esq. (011752008)

GENOVA BURNS LLC

494 Broad Street
Newark, New Jersey 07102
(973) 533-0777

Attorneys for Plaintiffs,

Muhlenberg Regional Medical Center, Inc. and JFK Health System, Inc.

FILED

JUN 13 2018

KATHERINE R. DUPUIS
P.J.Ch.

In the Matter of the Application of

MUHLENBERG REGIONAL MEDICAL
CENTER, INC. and JFK HEALTH
SYSTEM, INC., New Jersey Non-Profit
Corporations,

Plaintiffs,

For Approval of the Proposed Sale Of 10.78
Acres of Real Property Comprising the
Former Muhlenberg Hospital Parcel Located
in Plainfield, New Jersey

v.

GURBIR S. GREWAL, Attorney General of
the State of New Jersey,

Defendant.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - UNION COUNTY

Docket No.: UNN-C-54-18

Civil Action

ORDER FOR FINAL JUDGMENT

THIS MATTER having been opened to the Court on the application of Genova Burns LLC, attorneys for Muhlenberg Regional Medical Center, Inc. ("MRMC") and JFK Health System, Inc. ("JFKHS") (together, "Plaintiffs"), both New Jersey non-profit charitable corporations, seeking an order under the *cy pres* or similar doctrine approving the proposed sale of 10.78 acres of real property (the "Property"), located at Block 13, Lot 38.03 in the City of Plainfield (the "City") to Muhlenberg Urban Renewal, LLC (the "Proposed Transaction"); and upon notice to the Attorney General and public notice through publication via newspaper

DB6270 0698

advertisement in the Courier News, and posting on Plaintiffs' website; and the Court having considered the Verified Complaint, the brief in support, the Attorney General's April 9, 2018 letter of non-objection, the papers and arguments in opposition, if any, and the arguments of counsel; the Court having made the following findings of fact and conclusions of law

1. MRMC and JFKHS are non-profit New Jersey Corporations with their principal places of business located at 80 James Street, Edison, New Jersey 08820.

2. MRMC ceased to operate an acute care hospital on the Property in 2008 after the issuance of a Certificate of Need by the State Department of Health and Senior Services.

3. The Property has been declared by the City as an area in need of redevelopment under the Local Redevelopment and Housing Law (LRHL).

4. Following an open and competitive bidding process conducted by the City, Community Healthcare Associates, Inc. (CHA) was selected as the potential redeveloper of the Property.

5. On January 9, 2017, CHA and MRMC entered into an Agreement for Purchase and Sale of Real Estate (the "Agreement"), which CHA has subsequently assigned to its wholly owned subsidiary, Muhlenberg Urban Renewal, LLC, relating to the Property (the "Proposed Transaction").

6. The City has since designated Muhlenberg Urban Renewal, LLC as redeveloper of the Property under the LRHL and Muhlenberg Urban Renewal, LLC and the City have entered into a redevelopment agreement with respect to the Property.

7. Hackensack Meridian Health, Inc. (HMH), which became the sole member of JFKHS on January 1, 2018, issued bonds on April 25, 2018, that, among other things, fully defeased the \$152,925,000 State Contract Bonds (Series 2009A) of the New Jersey Health Care

Facilities Finance Authority (NJHCFFA), and released the mortgage lien on the Property.

8. MPMC/JFKHS will use a portion of the proceeds from the Proposed Transaction to fully satisfy a tax lien on the Property resulting from a settlement with the City, and the remaining funds to repay HMH for its advance to release the mortgage lien.

9. To put the Property back to productive use, Plaintiffs seek approval of the Proposed Transaction.

10. The Attorney General, acting pursuant to his common law authority as protector and supervisor of charitable trusts and charitable corporations, has no objection to the Transaction.

11. Appropriate notice has been provided to the Attorney General and other interested parties. *and he does not object*

12. The Proposed Transaction is in the public interest and, pursuant to the cy pres or similar common law doctrine, is hereby approved.

Based upon the foregoing findings of facts and conclusions of law, and good cause having been shown, it is therefore on this 15th day of June, 2018, **ORDERED** as follows:

1. Plaintiffs' application is **GRANTED**.
2. The Proposed Transaction is hereby approved under the common law.
3. A copy of this Order shall be served on the Attorney General and all parties served with the Order to Show Cause or who responded thereto within 7 days of the date hereof.



Hon. Katherine R. Dupuis, P.J.Ch.

STATEMENT OF REASONS ATTACHED

IMO Muhlenberg Regional Medical Center, Inc. and JFK Health System, Inc. v. Gurbir Grewal
C-54-18

Return Date: June 8, 2018

Statement of Reasons

This matter is before the court on Plaintiffs Muhlenberg Regional Medical Center (MRMC) and JFK Health System, Inc. (JFK)'s order to show cause. Plaintiffs seek an order under the *cy pres* doctrine approving the proposed sale of 10.78 acres of real property to Muhlenberg Urban Renewal, LLC.

In 2008, the Department of Health and Senior Services issued a Certificate of Need authorizing the closure of the Muhlenberg Hospital in Plainfield, New Jersey. Since that time, Plaintiffs have conducted studies to determine the best use for the property and have concluded that the operation of an acute care hospital is not economically feasible.

In 2013, the City of Plainfield and the Plainfield Planning Board commissioned community planning consultants to conduct a study to determine the best use for the property. The Planning Board's consultant assessed the condition of the former Muhlenberg Hospital building and found that it was in deteriorating condition and the exterior and interior retrofitting of the building would be cost prohibitive. The Planning Board thereafter declared the property to be in need of redevelopment, finding that the building on the property was unsafe.

In 2016, the City issued a Request for Proposal seeking a redeveloper for the property. The City noted that its vision for the site was to have a healthcare focus with a variety of healthcare uses to serve the local and regional community. A total of six proposals were submitted and reviewed by a Selection Committee created by the City. Community Healthcare Associates, LLC (CHA) was selected as redeveloper and negotiated an agreement with Plaintiffs to purchase the property. CHA thereafter assigned the agreement to a wholly-owned subsidiary, Muhlenberg Urban Renewal, LLC. CHA also executed a redevelopment agreement with the city of Plainfield.

CHA has agreed to purchase the property for \$3 million. Plaintiffs will use approximately \$640,000 of the sale proceeds to satisfy a tax lien the city of Plainfield has on the property and the remaining proceeds will be used to reimburse Hackensack Meridian Health for advancing funds to release a lien on the property from the issuance of Series 2009A Bonds to

Plaintiffs in June 2009, CHA has agreed to use the property to "right-size" the main building on the property to approximately 375,000 square feet and use it for supportive medical housing and medical housing services, medical services, flex medical, and mechanical/utility/storage.

Plaintiffs now seek the court's approval of the proposed transaction. Plaintiffs argue the court should approve the proposed transaction under the doctrine of *cy pres* because the proposed transaction is consistent with Plaintiffs' charitable purpose and will serve the public interest. Plaintiffs argue the transaction will benefit the Plainfield community by redeveloping the property in a manner that is desirable to the city and its residents, while providing healthcare services.

The Attorney General of the State of New Jersey has submitted a letter in his role as the protector of the public interest in charitable trusts and gifts, in response to Plaintiffs' application nothing that JFK has been unable to find a buyer for ten years and that an open bidding process was utilized; stating that the property will continue to be used for Plaintiffs' mission and purpose of promoting healthcare; Plaintiffs' directors have acted with reasonable diligence and good faith; Plaintiffs are receiving fair market value for the property; and there appear to be no conflicts of interest. See In re Estate of Yablick, 218 N.J Super. 91, 97 (App. Div. 1987). The Attorney General did not object to the proposed transaction and concluded that the use of the proceeds to remove encumbrances and enable the property to be sold to CHA is permissible and a consistent with the promotion of healthcare and the purposes of MRMC.

The citizen objectors raised a number of concerns.

- 1) Ms. Bright contends the purchase price is too low. There was a request for proposals to purchase the property and once bids were received, a Selection Committee created by the City selected Community Healthcare Associates, LLC. According to the Plaintiff and the Attorney General, CHA has redeveloped other similar properties. The issue of the purchase price is not before the court. Nor can the court find irregularities which would necessitate a court of equity to act.
- 2) One speaker said he had offered \$10,000,000 for the property some years ago and the City rejected his offer.

Presuming he did so, this court does not know if the City had the right to accept offers without public bidding. The court does not know if any portion of the property would continue to be used for medical purposes. The speaker implied there were irregularities with the rejection of his offer. If so, that information needs to be brought to the proper authorities. It is not before the court.

- 3) There was an objection by Warren Flag based on a decision of a judge in Middlesex County. As the court explained at the time of the hearing, if error was committed, an appeal process exists. This court has no power to reverse a decision of another judge.
- 4) There was a general sentiment that the citizens of Plainfield were concerned that their healthcare needs were being ignored. Their concern is understandable. Muhlenberg Hospital has been a vital part of the community since its founding. Unfortunately, Muhlenberg, despite being a resource to the community, was losing money. The decision to close Muhlenberg rests with the Department of Health and Senior Services, not this court.
- 5) Ms. Piwowar objects to the wording of the proposed order by Plaintiff. The New Jersey Court Rules require a movant to provide a form of order when a motion is filed. Naturally, this proposed order contains language favorable to the movant. The court is free to modify the order.
- 6) Ms. Piwowar has provided information from the January 9, 2007 Courier-News. She emphasizes the fact that contributors expected their money would be used for Muhlenberg.
- 7) Ms. Piwowar requests a contingency clause be put in the contract so that if the developer fails, the land reverts to the public domain. The court does not have the power to modify the contract.
- 8) Ms. Piwowar objects to the use restrictions in Exhibit B of the Agreement for Purchase and Sale of Real Property, contending it frustrates and limits the use for ten years. Details of the contract are as negotiated by the Seller and Buyer. The court cannot add or remove terms.

The court has considered these objections but finds that they are not applicable to the narrow issue before the court, which involves the application of the doctrine of *cy pres*

If the charitable purpose of a trust becomes impossible or impracticable to carry out, the judicial power of *cy pres* may be invoked "to effectuate the more general intention to devote the property to charitable uses." Wilber v. Owens, 2 N.J. 167, 177 (1949); Cinnaminson v. First Camden Nat'l Bank & Trust Co., 99 N.J. Super. 115, 128 (Ch. Div. 1968). The court will apply the property to a similar charitable purpose in accordance with the donor's more general charitable intent. Ibid. Furthermore, "[t]he *cy pres* doctrine is one of approximation; that is, where the testator's original purpose fails, his intent and purpose may be carried out as nearly as may be. Wilber v. Asbury Park Nat'l Bank & Trust Co., 142 N.J. Eq. 99, 114 (1948).

The *cy pres* doctrine is codified in N.J.S.A. 3B:31-29 and provides:

- a. Except as otherwise provided in subsection b. of this section, if a particular charitable purpose becomes unlawful, impracticable, impossible to achieve, or wasteful: (1) the trust does not fail, in whole or in part; (2) the trust property does not revert to the settlor or the settlor's estate; and (3) the court may modify or terminate the trust by directing that the trust property be applied or distributed, in whole or in part, in a manner consistent with the settlor's charitable purposes.
- b. A provision in the terms of a charitable trust that would result in distribution of the trust property to a noncharitable beneficiary prevails over the power of the court under subsection a. of this section.

Here, although Plaintiff is not a "charitable trust," it is a charitable corporation which holds its property for charitable purposes. See generally Paterson v. Paterson Gen. Hosp., 97 N.J. Super. 514 (1967). The mission and purpose of Plaintiffs is the promotion of the health and welfare of the community. The property at issue was previously used to operate an acute care hospital, which use and purpose has become impracticable.

The court finds that the proposed transaction devotes the property to a similar charitable purpose. CHA is a healthcare developer that specializes in re-purposing medical facilities. Although the proposed transaction involves the transfer of ownership and control of the property to CHA, which is a for-profit entity, the property will continue to be used to deliver

healthcare, supportive medical housing, and wellness services to the Plainfield community. The proceeds from the sale will be used to remove the encumbrances on the property and allow CHA to use the property for these purposes. Furthermore, Plaintiff has certified that the satellite emergency department which is maintained on the MRMC campus, as well as the JFK Muhlenberg Harold B. and Dorothy A. Snyder School of Nursing which operates on a site adjacent to the property are not part of the proposed transaction and there will be no change in their operation or of healthcare services provided therein.

The proposed transaction and use of sales proceeds are in accordance with the *cy pres* doctrine and are consistent with Plaintiffs' mission to promote health care. Plaintiff's application is hereby granted.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Muhlenberg Regional Medical Center, Inc.

Current Street Address

c/o JFK Health, 80 James Street, 1st Floor

City, Town, Post Office Box

Edison

State

NJ

Zip Code

08820

PROPERTY INFORMATION

Block(s)

13

Lot(s)

38.06, 38.07, 38.08 (formerly part of 38.03)

Qualifier

Street Address

1200 Randolph Road

City, Town, Post Office Box

Plainfield

State

NJ

Zip Code

07060

Seller's Percentage of Ownership

100%

Total Consideration

\$3,000,000.00

Owner's Share of Consideration

\$3,000,000.00

Closing Date

June 21, 2018

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to New Jersey Gross Income Tax Act, will file a resident gross income tax return and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and is not required to make an estimated income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
8. ☐ Seller did not receive non-like kind property.
9. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
12. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. ☐ The property transferred is a cemetery plot.
15. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

6/12/18
Date

Muhlenberg Regional Medical Center, Inc.

By:

Signature

Name: Raymond Fredericks

Title:

President

Date

Signature

STATE OF NEW JERSEY

COUNTY MIDDLESEXSS.: County Municipal Code
2012

FOR RECORDER'S USE ONLY

Consideration	\$ <u>3,000,000.00</u>
RTF paid by seller	\$ <u>33,775.00</u>
Date <u>6-22-18</u>	By <u>AB</u>

MUNICIPALITY OF PROPERTY LOCATION City of Plainfield *Use symbol "C" to indicate that fee is exclusively for county use.(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)Deponent, Raymond Fredericks, being duly sworn according to law upon his/her oath,

deposes and says that he/she is President of Grantor in a deed dated June 2018, transferring
 (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution,
 etc.)

real property identified as Block number 13, Lot Numbers 38.06, 38.07 and 38.08 (formerly part of 38.03) Qualifier No. located at
1200 Randolph Road, Plainfield, NJ and annexed thereto.

(Street Address, Town)

(2) CONSIDERATION \$3,000,000.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.(3) Property transferred is Class 4A 4B 4C. (circle one) If Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY

TRANSACTIONS: (See Instructions #5A and 7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$\$1,303,200 \div 43.62\% = \$2,987,620.35$ (as noted above, Lots 38.06, 38.07 and 38.08 were part of Lot 38.03 and were created by sub-division as of the date of this Affidavit. No assessed values have been assigned to the newly formed lots as of the date of this Affidavit.)
 If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over.* (Instruction #9 on reverse side for A or B)
 B. **BLIND PERSON** Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ not gainfully employed*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of the State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (See Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) **NEW CONSTRUCTION** (See Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) **RELATED LEGAL ENTITIES TO LEGAL ENTITIES** (Instructions #5, #12 and #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me

this 12 day of June, 2018

Muhlenberg Regional Medical Center, Inc.
 By: Raymond Fredericks
 Name: Raymond Fredericks
 Title: President

Signature of Deponent

80 James Street, 1st Floor, Edison, NJ 08820

xxx-xxx-258

Last three digits in Grantor's Social Security Number

Muhlenberg Regional Medical Center, Inc.

Grantor Name

80 James Street, 1st Floor, Edison, NJ 08820Prestige Title Agency, Inc.

Name/Company of Settlement Officer

KAREN E. BROTEA
 A Notary Public of New Jersey
 My Commission Expires 10/23/2021

FOR OFFICIAL USE ONLY		
Instrument Number <u>201393</u>	County <u>Union</u>	
Deed Number <u> </u>	Book <u>6870</u>	Page <u>687</u>
Deed Dated <u>6-21-18</u>	Date Recorded <u>6-22-18</u>	

County Recording Officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
 PO BOX 251
 TRENTON, NJ 08695-0251
 ATTENTION: REALTY TRANSFER UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/lpt/localtax.htm

MUST SUBMIT IN DUPLICATE

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

COUNTY ESSEX} SS. County Municipal Code
2012MUNICIPALITY OF PROPERTY LOCATION CITY OF PLAINFIELD

FOR RECORDER'S USE ONLY

Consideration \$ 3,000,000.00
RTF paid by buyer \$ 30,000.00
Date 6-22-18 By AS

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

XXX-XX-X 7 5 2

Deponent, Steven M. Rosefsky, being duly sworn according to law upon his/her oath,
(Name)deposes and says that he/she is the Authorized Signatory of the Grantee in a deed dated June, 2018 transferring
(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)real property identified as Block number 13 Lot number 36.06, 36.07 and 36.08 (formerly part of 38.03) located at
1200 Randolph Road, Plainfield, NJ and annexed thereto.
(Street Address, Town)(2) CONSIDERATION \$ 3,000,000.00 (See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.

- ☐ Class 2 - Residential ☒ Class 4A - Commercial properties (if checked, calculation in (E) required below)
☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property ☐ Cooperative unit (four families or less) (See C. 46:8D-3.)
Cooperative units are Class 4C.

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

- ☐ Property class. Circle applicable class or classes: 1 3B 4B 4C 15
Property classes: 1-Vacant Land; 3B- Farm property (Qualified); 4B- Industrial properties; 4C- Apartments; 15- Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)
☐ Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
☐ Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and **MUST ATTACH COMPLETED RTF-4.**

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

- ☒ Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY

Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation

Property Class	\$ 1,303,200	÷ 43.62	% = \$ 2,987,620.35
Property Class	\$	÷	% = \$
Property Class	\$	÷	% = \$
Property Class	\$	÷	% = \$

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Value

\$ 1,303,200 ÷ 43.62 % = \$ 2,987,620.35

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Merely reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 19th day of June, 2018

Signature of Deponent

Muhlenberg Urban Renewal, LLC

Grantee Name

2 Broad St., Ste 400, Bloomfield, NJ 07003

Deponent Address

2 Broad St., Ste 400, Bloomfield, NJ 07003

Grantee Address at Time of Sale

Prestige Title Agency, LLC

Name/Company of Settlement Officer

County recording officers: forward one copy of each RTF-1EE to:

STATE OF NJ - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNITFOR OFFICIAL USE ONLY
Instrument Number 301393 County Union
Deed Number 6270 Book 687
Deed Dated 6-21-18 Date Recorded 6-20-18The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit:
www.state.nj.us/treasury/taxation/lpt/localtax.shtml

086270 0708

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Muhlenberg Regional Medical Center, Inc.

By: Raymond Fredericks
Name: Raymond Fredericks
Title: President

Acknowledgements

STATE OF NEW JERSEY, COUNTY OF Middlesex SS:

I CERTIFY that on June 12, 2018, RAYMOND FREDERICKS personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) is named in and personally signed the attached document as PRESIDENT of Muhlenberg Regional Medical Center, Inc., a New Jersey nonprofit corporation;
- (b) signed and delivered this document as their act and deed on behalf of said nonprofit corporation; and is authorized to sign *
- (c) made this Deed for \$3,000,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Karen E. Brotea
Notary Public KAREN E. BROTEA
A Notary Public of New Jersey
My Commission Expires 10/23/2021

RECORD & RETURN TO:

END OF DOCUMENT

PRESTIGE TITLE AGENCY INC 130 POMPTON AVENUE	Inst. # 301 393
VERONA	NJ 07044 Charge
Deed	Recording Fee 283.00 RT Fee 63,775.00