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June 27, 2013

Via Federal Express

Angela N. Murray AICP
Lower Merion Township
75 E. Lancaster Avenue
Ardmore, PA 19003

Re: Amendment to Amended and Restated Development Agreement
with Dranoff Properties

Dear Angela:

I am sending you original counterparts of the referenced agreement. Please sign and return to David Lebor with a copy to me.

Best regards,



David M. Scolnic

DMS:paw
Enclosures

Cc: John S. Summers, Esquire
Adena Herskovitz, Esquire



AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Amendment") is executed and made effective as of this 28th day of June, 2013 (the "Effective Date"), by and between **TOWNSHIP OF LOWER MERION**, a Township of the First Class organized and existing under the laws of the Commonwealth of Pennsylvania (the "Township") and **DRANOFF PROPERTIES, INC.**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Dranoff").

BACKGROUND:

The Township and Dranoff entered into that certain Amended and Restated Development Agreement dated January 4, 2013 (the "Agreement"), pursuant to which the Township and Dranoff set forth their agreements regarding the planning, design, development, construction and operation of the Cricket Portion of the Project, as defined in the Agreement.

The Township and Dranoff desire to extend certain deadlines contained in the Agreement in accordance with Section 2.1 of the Agreement.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The Background provisions set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

2. The following deadlines are hereby extended as set forth below:

Description	Location in Agreement	Previous Deadline	Extended Deadline
Due Diligence Period	Section 1.1 (c) and Exhibit D	July 3, 2013	October 31, 2013
Confirmation of Cricket Project Compliance with zoning requirements	Section 1.3 and Exhibit D	July 1, 2013	October 31, 2013
Township selection of parking option	Section 1.3(a)	September 18, 2013	October 31, 2013
Negotiation of Parking Easement	Section 1.5(d)	July 3, 2013	October 31, 2013
Confirmation that RACP Funds can be allocated to Cricket	Exhibit D	July 31, 2013	October 31, 2013
Commitment by Township re amount of RACP Funds to be allocated to Cricket Portion of the Project	Section 2.2(a) and Exhibit D	September 18, 2013	October 31, 2013

3. The deadline for "Dranoff Submission of Tentative Sketch Plan" set forth in Exhibit D to the Agreement is hereby deleted.

4. Time is of the essence with respect to all provisions of this Amendment, subject to the provisions of Section 2.1 of the Agreement.

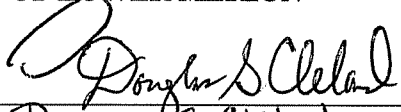
5. Except as and to the extent modified by this Amendment, all of the terms, conditions and provisions of the Agreement shall remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect. Without limiting generality of the foregoing, the parties hereto specifically reaffirm that nothing in the Agreement or this Amendment limits the Township's rights to grant land development approvals and other approvals for land use consistent with the Pennsylvania Municipalities Planning Code, Lower Merion Township Zoning Code and all other Laws, in the ordinary course and according to the Township's practice and procedure.

6. This Amendment may be executed in a number of identical counterparts, each of which constitutes an original, and all of which constitute, collectively, one agreement; provided, however, that in making proof of this Amendment, it shall not be necessary for any party to produce or account for more than one such counterpart.

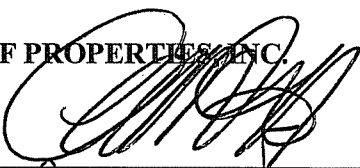
7. This Amendment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Amendment shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment as of the day and year first above written.

TOWNSHIP OF LOWER MERION

ann.
By: 
Name: Douglas S. Cleland
Title: Township Manager

DRANOFF PROPERTIES INC.

By: 
Name: Carl E. Dranoff
Title: Chief Executive Officer