

JOHN WESLEY VILLAGE, L.P.

and

TOWN OF RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY

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LEASE

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Dated March 28, 2018

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THIS LEASE, dated March 28, 2018 (the "Lease"), by and between JOHN WESLEY VILLAGE, L.P., a limited partnership (the "Company") qualified to do business in the State of New York, and the TOWN OF RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY, an industrial development agency and a public benefit corporation of the State of New York (the "Agency").

W I T N E S S E T H :

WHEREAS, Title I of Article 18-A of the General Municipal Law of the State of New York (the "State" and the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery, equipment and other facilities deemed necessary or desirable in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, civic, commercial or industrial purposes or certain other purposes, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; provided, however, that no industrial development agency may provide "financial assistance", as defined in the Enabling Act ("Financial Assistance"), in respect of any "project", as defined in the Enabling Act, that will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the project occupation located within the State (as established by Section 862 of the Enabling Act); and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of any "project" on such terms and conditions as it deems advisable; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, the Agency was created for the benefit of the Town of Riverhead, Suffolk County, New York (the "Town") and the inhabitants thereof by Chapter 624 of the Laws of 1980 (the "Agency Act") (together with the Enabling Act, the "Act"); and

WHEREAS, the Company has made application to the Agency for Financial Assistance with respect to the acquisition and renovation of an existing 115-unit senior subsidized housing rental facility (the "Building") located at Middle Road, Riverhead, New York (SCTM #0600-082.000-0002-004.006)(the "Land"). The renovation shall include kitchen and bathroom replacements, removal of natural gas ranges and replacement with electric ranges, replacement of obsolete breaker panels, replacement of medical pull cord distress system with new wireless, central station monitored system, sidewalk area improvements, upgrade of site and walkway lighting, installation of rooftop photovoltaic solar panels, resurfacing of certain parking areas, and drilling and installation of irrigation wells for on-site landscaping use (the "Equipment") at an estimated cost of \$1,900,000. The facility will be purchased and renovated by John Wesley

Village LP at a total project cost of \$12,804,393 (the "Building", the "Land" and "Equipment" collectively known as the "Project"); and

WHEREAS, the Agency, in accordance with the provisions of the State Environmental Quality Review Act ("SEQRA") has issued a "negative declaration" in accordance with SEQRA with respect to the Agency's providing Financial Assistance to the Company and has determined that the Agency's providing such Financial Assistance to the Company will not result in any negative impacts upon the environment; and

WHEREAS, the Agency, by resolution duly adopted on December 4, 2017, after a public hearing was duly called, held and conducted pursuant to the Act, approved the providing of Financial Assistance to the Company for the Project; and

WHEREAS, the Company proposes to transfer a leasehold interest in the Land, upon the terms and conditions set forth in this Lease, to the Agency, maintain the Building, as agent of the Agency, acquire the Equipment and install the same in the Building, as agent of the Agency, and sublease the Project from the Agency, upon the terms and conditions set forth in the Sublease Agreement (as defined herein); and

WHEREAS, the Agency desires to acquire a leasehold interest in the Land, upon the terms and conditions set forth in this Lease, from the Company, cause the Company to maintain the Building, as agent of the Agency, cause the Company to acquire the Equipment and install the same in the Building, as agent of the Agency, and sublease the Project to the Company, upon the terms and conditions set forth in the Sublease Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows, to wit:

## ARTICLE I

### DEFINITIONS

The following words and terms as used in this Lease shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Act” means, collectively, the Enabling Act and the Agency Act.

“Agency” means (i) the Town of Riverhead Industrial Development Agency and its successors and assigns, and (ii) any public benefit corporation or political subdivision resulting from or surviving any consolidation or merger to which the Agency or its successors may be a party.

“Agency Act” means Chapter 624 of the Laws of 1980, as amended from time to time.

“Agreement Term” means the period from the date of execution of this Lease to the earlier of either the date of termination of the Sublease Agreement or the PILOT Agreement (as defined herein) or a date of termination mutually agreed upon by the parties.

“Building” means buildings as existing and to be maintained at Middle Road, Riverhead, New York (S.C.T.M. No. #0600-082.000-0002-004.006), as agent of the Agency.

“Closing Date” means the date of delivery of this Lease.

“Company” means JOHN WESLEY VILLAGE, L.P., a limited partnership qualified to do business in the State of New York.

“Enabling Act” means Title 1 of Article 18-A of the General Municipal Law of the State, as amended from time to time.

“Equipment” means equipment to be installed by the Company, on behalf of the Agency, in the Building.

“Guarantor” means the guarantor under the Guaranty.

“Guaranty” means a Guaranty dated March 28, 2018 from John Wesley Housing I, Inc. guarantees to the Agency the full and prompt payment when due of certain amounts payable by the Company to the Agency with respect to the Project.

“Land” means the parcel of real property located at Middle Road, Riverhead, New York known as S.C.T.M. No. 0600-082.000-0002-004.006 and more particularly described on Exhibit A hereto, and leased from the Company to the Agency pursuant to this Lease, and subleased from the Agency to the Company, pursuant to a Sublease Agreement.

“Lease” means this Lease Agreement, dated March 28, 2018 by and between the Company and the Agency.

“Lien” means any interest in Property securing an obligation owed to a Person whether such interest is based on the common law, statute or contract, and including but not limited to the security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term “Lien” includes reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar encumbrances, affecting real property. For the purposes of this Lease, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional lease or sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

“Mortgage” shall be the Mortgage made pursuant to the loan from Bellwether Enterprise Real Estate Capital LLC in the amount of \$12,000,000 as shall have been recorded of record against parcel located at Middle Road, Riverhead, New York to which, this Lease is subject and subordinate excepting PILOT obligations set forth in separate agreement which shall have the same priority as Real Property Taxes. All Mortgages as stated herein are hereby approved and consented thereto.

“Permitted Encumbrances” means (i) exceptions to title set forth in the Title Report, (ii) any Mortgage, (iii) the Sublease Agreement, (iv) utility, access and other easements and rights-of-way, restrictions and exceptions that do not materially impair the utility or the value of the Project affected thereby for the purposes for which it is intended, (v) mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar Liens, (vi) Liens for taxes not yet delinquent.

“Person” means an individual, partnership, limited partnership, limited liability company, association, joint venture, trust or unincorporated organization, or a government or any governmental agency, public benefit limited partnership or political subdivision.

“Project” means the Project defined in the preambles to this Lease, being, collectively, the Land, the Building and the Equipment.

“PILOT Agreement” means a Payment-in-Lieu of Taxes Agreement, dated March 28, 2018, by and between the Agency and the Company relating to the Project.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“State” means the State of New York.

“Sublease Agreement” means the Sublease Agreement, dated March 28, 2018 by and between the Agency and the Company, as amended from time to time.

“Title Report” means that certain title report delivered to the Agency from the Company concerning the Land.

“Town” means the Town of Riverhead, Suffolk County, New York.

## ARTICLE II

### TRANSFER OF LEASEHOLD INTEREST IN LAND AND BUILDING; REPRESENTATION REGARDING PROJECT

Section 2.1 Agreement to Convey Leasehold Interest in Land and Building to Agency. The Company warrants and represents to the Agency that it has good and marketable title to the Land and hereby conveys a leasehold interest in such good and marketable title to the Land to the Agency for the Agreement Term. The Company warrants and represents that subject to the express provisions of the Mortgage, the Land will be free of any Lien that would have the effect of impairing the use of the Project.

Section 2.2 Representation Regarding Project. The Company hereby represents and warrants to the Agency that completion of the Project will not result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the project occupation located within the State (as established by Section 862 of the Enabling Act).

Section 2.3 Due Authorizations, Execution and Delivery. The execution and delivery of this Lease by the General Partner and the performance by the General Partner of the transactions contemplated hereby have been duly authorized by all requisite corporate, limited partnership, partnership or trust actions or proceedings. The General Partner is duly organized, validly existing and in good standing under the laws of the state of its formation with power to enter into this Agreement and to consummate the transactions contemplated hereby.

Section 2.4 No Representation or Warranty of Existing Equipment by the Agency. The Agency makes no representation or warranty, either express or implied, to the Company as to the condition, title, design, merchantability or fitness of any and all equipment currently existing on the Land or the Building.

## ARTICLE III

### SPECIAL COVENANTS

Section 3.1 Hold Harmless Provisions and Special Environmental Agreement. (a) During the Agreement Term the Company hereby releases the Agency and its members, agents and employees from, agrees that the Agency and its members, agents and employees shall not be liable for and agrees to indemnify and hold the Agency and its members, agents and employees harmless from and against any and all claims and liability for loss or damage to Property or any injury to or death of any and all Persons that may be occasioned by any cause whatsoever pertaining to the acquisition of a leasehold interest in the Land and the Building or the construction, equipping, operation, maintenance or leasing of the Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project.

(b) Without limitation by the provisions of Section 3.1(a), and in addition to the provisions of Section 3.1(a); the Company shall not cause or permit the Project or any part thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and Hazardous Substances, except in compliance with all applicable federal, State and local laws or regulations, nor shall the Company cause or permit a release of Hazardous Materials and Hazardous Substances onto the Project or onto any other property, except in compliance with all applicable federal, State and local laws, ordinances, rules and regulations. The Company shall comply with and ensure compliance by all contractors, subcontractors, tenants and subtenants with all applicable federal, State and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and ensure that all contractors, subcontractors, tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The Company shall (a) to the extent reasonably required by federal, State and local laws, rules and regulations, conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials and Hazardous Substances, on, from, or affecting the Project (i) in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and policies, (ii) to the satisfaction of the Agency and (iii) in accordance with the orders and directives of all federal, State, and local governmental authorities; and (b) defend, indemnify, and hold harmless the Agency and its members, agents and employees from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to (i) the presence, disposal, release, or threatened release of any Hazardous Materials and Hazardous Substances which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise, unless arising from the intentional acts or misconduct of the Agency, (ii) any bodily injury, personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials and Hazardous Substances, (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials and Hazardous Substances, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Agency which are based upon or in any way related to such Hazardous Materials and Hazardous Substances or in any way related to any other law,



rule, regulation, code or order related to the Project but not related to Hazardous Materials and Hazardous Substances, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. For purposes of this Section, "Hazardous Materials" and "Hazardous Substances" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. No. 99-499, 100 state, 1613 (1986), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, State or local environmental law, ordinance, rule, or regulation. The provisions of this Section shall be in addition to any and all other obligations and liabilities that the Company may have to the Agency at common law.

(c) Notwithstanding the provisions of the foregoing, the Company may in good faith contest the validity or the applicability of any requirement of the nature referred to in paragraph (a) or (b) hereof by appropriate legal proceedings conducted in good faith and with due diligence. Notwithstanding the provisions of this paragraph, if, because of a breach or violation of the provisions of paragraph (a) or (b) hereof (without giving effect to this paragraph), the Agency or any of its members, agents, or employees, shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Agency, the Company shall immediately provide legal protection and/or pay amounts necessary to the extent permitted by applicable law, to remove the threat of such fine, liability, expense or imprisonment.

(d) If any action shall be brought against the Agency based upon any cause of action in respect of which indemnity may be sought by the Agency against the Company, the Agency agrees to promptly notify the Company, in writing, and the Company will assume the defense thereof, including the employment of counsel reasonably satisfactory to the Agency, the payment of all expenses and the right to negotiate and consent to settlement; provided, however, the Agency shall have the right to defend itself in any such action but the fees and expenses of such defense including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses, shall be at the expense of the Agency unless (i) the defense of itself by the Agency has been authorized in writing by the Company, (ii) the Agency has reasonably concluded that there may be a conflict of interest between the Company and the Agency in the conduct of the defense of such action or (iii) the Company shall not in fact have employed counsel and other defense experts reasonably satisfactory to the Agency for the assumption of the defense of such action. The Company shall not be liable for any settlement of any action or claim effected without its consent which consent shall not be unreasonably withheld.

(e) The indemnity agreements contained in this Section 3.1 shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Agency or the termination of this Lease and until the expiration of any applicable statute of limitations.

(f) The Company shall, and hereby agrees to, whether or not it carries casualty insurance or is self-insured, be solely responsible for the risk of any casualty, loss or damage

from whatever cause to the Project and the Agency shall not, unless arising from the intentional acts or misconduct of the Agency, be responsible or liable therefor.

(g) The Company further agrees to enforce any and all provisions of any lease, sub-lease or similar agreement to which it is a party pertaining in any manner to compliance with environmental law, rule or regulation enacted or adopted by any governmental body and to remediate any environmental contamination in or on the Land or the Building.

Section 3.2 Payment of Expenses by the Company. The Company shall promptly reimburse the Agency for every expense, reasonably required and incurred in reasonable amounts by the Agency, including attorneys' fees and court costs, with respect to this Lease and any prior written agreement between the parties relating to the transactions contemplated herein.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by registered mail, postage prepaid, addressed as follows:

To the Company:

JOHN WESLEY VILLAGE, L.P.  
1 Aldersgate  
Riverhead, NY 11901

With Copy To:

With Copy To:

With Copy To:

To the Guarantor:

John Wesley Housing I, Inc.  
1 Aldersgate  
Riverhead, NY 11901

To the Agency:

Town of Riverhead Industrial Development Agency  
Town of Riverhead Town Hall  
200 Howell Avenue  
Riverhead, New York 11901  
Attention: Executive Director

The Agency or the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

Section 4.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Agency and the Company and their respective successors and assigns in accordance with its terms.

Section 4.3 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.4 Execution of Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.5 Applicable Law. This Lease shall be governed exclusively by the applicable laws of the State. Venue is agreed to be vested in the Supreme Court of the State of New York at Suffolk County.

Section 4.6 Recording and Filing. This Lease, or a memorandum thereof, shall be recorded in the Office of the Clerk, Suffolk County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation thereof.

Upon the reasonable request of either party to this Lease, the other party will do, execute, acknowledge and delivery or cause to be done, executed, acknowledged and delivered such further acts, instruments, conveyances, transfers and assurances, including Uniform Commercial Code financing statements, at the sole cost and expense of the Company as is reasonably necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of this Lease and any rights of either party hereunder.

Section 4.7 Liability Limited. It is expressly agreed, anything herein to the contrary notwithstanding, that each and all of obligations of the Agency hereunder are non-recourse obligations of the Agency payable solely out of the revenues and rights of the Agency under this Lease. No recourse shall be had for the payment of any amount hereunder or for any claim based thereon or upon any obligation, covenant or agreement contained in this Lease against any past, present or future officer, member or director of the Agency, or any incorporator, member, officer, director or General Partner of any successor limited partnership, as such, either directly or through the Agency or any successor limited partnership, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, director or General Partner as such is hereby expressly waived and released as a condition of and consideration for the execution of this Lease.

Section 4.8 Table of Contents and Section Headings not Controlling. The Table of Contents and the Headings of the several Sections in this Lease have been prepared for the convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Lease.

Section 4.9 Estoppel Certificates. The Agency, within 10 days after a request in writing by the Company, shall furnish a written statement, duly acknowledged, that this Lease is

in full force and effect and that there are no defaults thereunder by the Company or if there are any defaults, such statement shall specify the defaults the Agency claims to exist.

Section 4.10 HUD Agreement. "HUD" means the United States Department of Housing and Urban Development acting by and through the Secretary in the capacity as insurer or holder of the Loan under the authority of the National Housing Act, as amended, the Department of Housing and Urban Development Act, as amended, or any other federal law or regulation pertaining to the Loan or the Mortgaged Property. HUD shall not be subject to the indemnification requirements stated herein. However, in the event that HUD takes possession and control of the property then, and only then to the extent allowed under applicable federal law, HUD shall be subject to the indemnification requirements stated herein. This Lease shall be subordinate to the HUD mortgage.

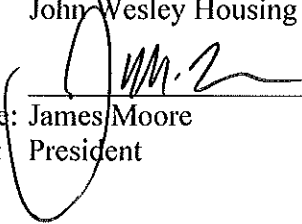
IN WITNESS WHEREOF, the Agency and the Company have caused this Lease to be executed in their respective corporate names as of the date first set forth above.

TOWN OF RIVERHEAD INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
\_\_\_\_\_  
Thomas Cruso, Chairman

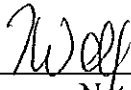
JOHN WESLEY VILLAGE, L.P.  
A limited partnership

By: John Wesley Housing I, Inc., It's General Partner

By:   
\_\_\_\_\_  
Name: James Moore  
Title: President

STATE OF NEW YORK     )  
                          New York     )  
COUNTY OF SUFFOLK     )     ss.:

On the 28 day of March in the year 2018 before me, the undersigned, a notary public in and for said State, personally appeared James Moore personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

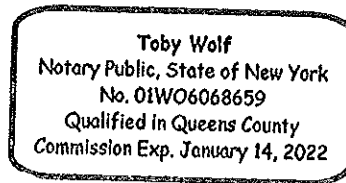


EXHIBIT A

Description of the Land



# Fidelity National Title Insurance Company

TITLE NO. F17-7404-105055-SUFF

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## SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Middle Road, Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

Beginning at a point on the northerly line of Middle Road, which point is the following courses and distances as measured along the northerly line of Middle Road from a monument set at the southeasterly terminus of an arc of a curve connecting the easterly line of Nadel Drive with the northerly line of Middle Road:

- 1) North 83 degrees 32 minutes 58 seconds East, 163.73 feet;
- 2) North 89 degrees 56 minutes 28 seconds East, 199.87 feet;
- 3) North 80 degrees 26 minutes 28 seconds East, 45.00 feet;

Running Thence from said point of beginning northerly and westerly along other land of James P. Levin, et al., the following two courses and distances:

- 1) North 7 degrees 06 minutes 25 seconds West, 330.41 feet;
- 2) South 79 degrees 47 minutes 00 seconds West, 380.00 feet to the land of the Town of Riverhead;

Thence northerly along the land of the Town of Riverhead, along a realty subdivision entitled, "Roanoke Homes, Inc., Sec. 1", filed in the Office of the Clerk of Suffolk County under File No. 3126, and along a realty subdivision entitled, "Roanoke Homes Sec. 2" filed in the Office of the Clerk of Suffolk County under their file No. 3480 the following two courses and distances:

- 1) North 33 degrees 43 minutes 02 seconds West, 85.00 feet to a monument;
- 2) North 32 degrees 44 minutes 22 seconds West, 420.00 feet to a point;

Thence easterly, southerly and again easterly along other land of James P. Levin, et al., the following four courses and distances:

- 1) North 54 degrees 45 minutes 00 seconds East, 483.54 feet;
- 2) Along the arc of a curve bearing to the right having a radius of 55.00 feet a distance of 172.80 feet;
- 3) North 54 degrees 45 minutes 00 seconds East, 104.28 feet;
- 4) North 80 degrees 27 minutes 56 seconds East, 196.99 feet to the land now or formerly of Dual Farm Associates;

Thence southerly along the land now or formerly of Dual Farm Associates the following two courses and distances:

- 1) South 24 degrees 36 minutes 52 seconds East, 725.00 feet to a monument;

*THE POLICY TO BE ISSUED under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.*

**Fidelity National Title Insurance Company**  
TITLE NO. F17-7404-105055-SUFF

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**SCHEDULE A-**  
*(Continued)*

2) South 20 degrees 25 minutes 52 seconds East, 332.42 feet to a monument set on the northerly line of Middle Road;

Thence South 79 degrees 54 minutes 28 seconds West along the northerly line of Middle Road, 198.64 feet to a monument and land now or formerly of Harold Zeltmann;

Thence northerly, westerly and southerly along the land now or formerly of Harold Zeltmann, the following four courses and distances:

1) North 17 degrees 13 minutes 02 seconds West, 201.56 feet to a monument;

2) South 79 degrees 54 minutes 28 seconds West, 178.28 feet to a monument;

3) South 19 degrees 16 minutes 52 seconds East, 154.18 feet to a monument;

4) South 14 degrees 28 minutes 12 seconds East, 47.93 feet to a monument set on the northerly line of Middle Road;

Thence South 80 degrees 26 minutes 28 seconds West along the northerly side of Middle Road, 147.24 feet to the point or place of BEGINNING.