



Aaron S. Brotman
Associate
Admitted in NJ, NY and DC

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New Jersey
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Delaware
—
Maryland
—
Texas
—
Florida

December 20, 2024

Via Electronic Mail

Mr. Daniel Dominguez, PP, AICP
Director - DCPED
City of New Brunswick
25 Kirkpatrick Street
New Brunswick, New Jersey 08901

Re: 569-625, 631 Joyce Kilmer Ave.; Block 321, Lots 7.01, 8.02
FIVF-III-SOLAR LLC; Minor Subdivision Application

Dear Mr. Dominguez,

Enclosed under cover of this letter, please find the following documents submitted on behalf of FIVF-III-SOLAR LLC as applicant in the minor subdivision application relating to the above-referenced properties.

1. Completed, fully executed Subdivision Application;
2. Letter of Principal Points;
3. Ownership Addendum;
4. Zoning Compliance Addendum;
5. Submission Waiver Rider;
6. Recycling Report for Technical Advisory Committee;
7. Certified List of Property Owners within 200' of the subject properties;
8. Proof of Taxes Paid;
9. Executed Easement Due Diligence Checklist;
10. Title Report and copies of all easements, covenants, deed restrictions, court or board decisions affecting the properties;

Mr. Daniel Dominguez, PP, AICP

December 20, 2024

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11. Copy of contract evidencing applicant as contract purchaser;
12. Proposed subdivision plan;
13. Applicant's W-9 form.

As discussed, application fee and escrow deposit checks shall be provided under separate cover via Federal Express following confirmation of those total from your office.

We will, of course, supplement the application with any additional documents as may be required. Please do not hesitate to reach out with any questions or comments.

Very truly yours,

COLE SCHOTZ P.C.

/s/ Aaron S. Brotman

Aaron S. Brotman

cc: Mr. Orry Michael
Mr. Itay Ron
Mr. Cory Nagelberg
Mr. Omer Ben-Zur

Enclosures

FIVE-III-SOLAR LLC
569-625 & 631 Joyce Kilmer Ave – Minor Subdivision Application

Subdivision Application



City of New Brunswick
Department of Planning, Community and Economic Development
 25 Kirkpatrick Street
 P.O. Box 269
 New Brunswick, NJ 08903-0269

SITE PLAN/SUBDIVISION/VARIANCE APPLICATION

1. PROJECT INFORMATION

Project Address	595-625, 631 Joyce Kilmer Avenue			Actions Requested		
				Major Site Plan	<input type="checkbox"/>	
Project Name	Minor Subdivision			Minor Site Plan	<input type="checkbox"/>	
				Major Subdivision	<input type="checkbox"/>	
Block/Lot	Block	321	Lot(s)	7.01, 8.02	"C" Variance(s)	<input type="checkbox"/>
	Zoning District	I-1			"D" Variances(s)	<input type="checkbox"/>

Present Use of Property	Office / warehouse / light industrial
Proposed Use of Property	Office / warehouse / light industrial

2. APPLICANT & PROPERTY OWNER INFORMATION

	Applicant	Property Owner
Name	FIVF-III-SOLAR LLC	See Ownership Addendum
Address (No P.O. Boxes)	111 River Street, 10th Floor	
Mailing Address		
City, State, Zip	Hoboken, NJ 07030	
Phone Number	(408) 609-3725	
Fax Number		
E-mail Address		

Applicant's Legal Interest In Property

Owner
 Contract Purchaser
 Designated Redeveloper

✓

3. CORPORATE OR PARTNERSHIP OWNERSHIP DISCLOSURE

	Name	Address
Corporation		
Stockholders with 10% or > of corporate stock	See Ownership Addendum	
Partnership		
Partners with 10% or > partnership interest		
L.P.		
Managing Partner		
L.L.C.		
Managing Member		

4. PROFESSIONALS' INFORMATION

	Attorney	Engineer	Architect	Planner
Name	Aaron S. Brotman	James E. Henry, PE		
Firm	Cole Schotz P.C.	Dynamic Engineering Consultants, P.C.		
Street Address	25 Main Street	50 Park Place 9th Floor		
City State Zip Code	Hackensack, NJ 07601	Newark, NJ 07102		
Phone Number	(646) 532-5321	(973) 755-7200		
Fax Number				
E-mail Address	abrotman@coleschotz.com			

5. SITE INFORMATION

Easements	Are any easements or special deed covenants associated with the property?	Yes	<input type="checkbox"/>	X	No	<input type="checkbox"/>
		If yes, attach copy		See Attached		
Previous Reviews	Have there been any previous or simultaneous reviews of this property by the Board of Adjustment or Planning Board? Lot 8.02	Which Board?		Date of Review		
		Zoning Board of Adj.		8/8/2000		
Bulk Requirements		Required		Proposed		
	Lot Area	See Zoning Compliance				
	Lot Width	Addendum				
	Lot Depth					
	Height					
	Front Yard Setback					
	Side Yard Setback (one side)					
	Side Yard Setback (total)					
	Rear Yard Setback					
	Building Coverage					
	Impervious Coverage					
	Floor Area Ratio (FAR)					
Parking						
Subdivisions Only	Number of Lots	Existing	2	Proposed	2	
	Lot Line Elimination	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
	Propose to sell lots	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
	Propose to construct house to sell	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	

6. VARIANCE REQUEST: ACTION REQUESTED (mark each action requested)

(complete Section 6 if a variance is needed from the City's Zoning Ordinance)

Reviews and Interpretations (NJSA 40:55D-70a, b)		<i>Describe and/or attach supplementary documentation</i>
<input type="checkbox"/>	Review of action or determination by the Administrative Officer that the petitioner claims is in error	
<input type="checkbox"/>	Interpretation of a portion of the zoning ordinance	

Bulk Variances (NJSA 40:55D-70c)			
Mark all variances that apply	Required	Proposed	Mark (x) if Variance
Lot Area			
Lot Width			
Lot Depth			
Front Yard Setback			
Side Yard Setback (one side)			
Side Yard Setback (both sides)			
Rear Yard Setback			
Height (< 10% of maximum permitted)			
Building Coverage			
Impervious Surface Coverage	75%	78%	X
Open Space Standard			
Building Setback Line			
Parking			
Other _____			

Use and other "D" Variances (NJSA 40:55D-70d)		
Mark all variances that apply	Required	Proposed
<input type="checkbox"/> Use		
<input type="checkbox"/> Height (10% or > than maximum permitted)		
<input type="checkbox"/> Floor Area Ratio (FAR)		
<input type="checkbox"/> Deviation From Conditional Use Standard (specify)		
<input type="checkbox"/> Other (specify)		

7. Tree Protection Information

NOT APPLICABLE

Example:

- A. List of all trees to be removed with a Diameter at Breast Height (DBH) of 6" or greater, identified by size, species and purpose for removal.

Tree #	DBH	Species	Purpose For Tree Removal
Ex.	8"	White Oak	New construction
Ex.	7"	White Oak	Driveway
Ex.	12"	Maple	Utility easement
Ex.	6"	Bartlett Pear	New Construction

- B. Number of trees to be removed by total number of each species

Example: White Oak	2
Example: Maple	1
Example: Bartlett Pear	1
Example: Total Trees To Be Removed	4

- A. List of all trees to be removed with a Diameter at Breast

Height (DBH) of 6" or greater, identified by size, species and purpose for removal.

Tree #	DBH	Species	Purpose For Tree Removal
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

- B. Number of trees to be removed by total number of each species

Total:	

- C. Landscape Plan

The landscape plan must comply with the requirements of Tree Replacement Requirements landscape plan base information and design requirements (RGO 17.07.A.6.B)

8. SUPPORT DOCUMENTS

Required To Be Submitted With Application

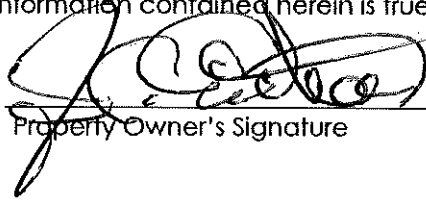
SEE SITE PLAN/SUBDIVISION/VARIANCE APPLICATION GUIDANCE DOCUMENT.

9. SIGNATURES

Property Owner (Block 321, Lot 7.01)

I, the undersigned, hereby affirm that this application is being made with the consent and knowledge of the owner and that the information contained herein is true and correct to the best of my knowledge.

Eichert Family LLC
by Joseph Eichert, member,
Name (print or type)



Property Owner's Signature

05 DEC 24
date

Applicant

I, the undersigned, hereby affirm that the information contained herein and on the supporting documentation submitted herewith is true and complete to the best of my knowledge.

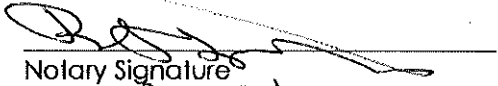
Name (print or type)

Applicant's Signature

date

As to Joseph Eichert
Sworn and subscribed before me this

5th day of December 20 24


Notary Signature
Robert P. Eichert
Attorney at Law
State of New Jersey

Division of Planning Use Only

Board Jurisdiction	Planning Board	<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>
Designation	Minor Site Plan			
	Preliminary Major Site Plan			
	Final Major Site Plan			
	Minor Subdivision			
	Major Subdivision			
	"C" Variance			
	"D" Variance			

8. SUPPORT DOCUMENTS

Required To Be Submitted With Application

SEE SITE PLAN/SUBDIVISION/VARIANCE APPLICATION GUIDANCE DOCUMENT.

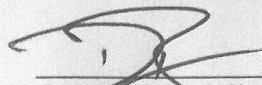
9. SIGNATURES

Property Owner (Block 321, Lot 8.02)

I, the undersigned, hereby affirm that this application is being made with the consent and knowledge of the owner and that the information contained herein is true and correct to the best of my knowledge.

DAVID BRAKA

Name (print or type)


 Property Owner's Signature 12/18/2024
 date
U.S. REALTY FINANCIAL CORP., a DE Corporation
DAVID BRAKA, VICE PRESIDENT

Applicant

I, the undersigned, hereby affirm that the information contained herein and on the supporting documentation submitted herewith is true and complete to the best of my knowledge.

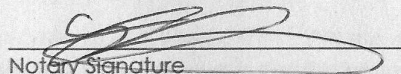
Name (print or type)

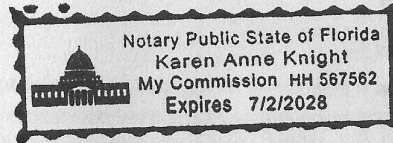
Applicant's Signature

date

Sworn and subscribed before me this

18th day of December 2024


 Notary Signature
KAREN ANNE KNIGHT



Division of Planning Use Only

Board Jurisdiction	Planning Board	<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>
Designation	Minor Site Plan			
	Preliminary Major Site Plan			
	Final Major Site Plan			
	Minor Subdivision			
	Major Subdivision			
	"C" Variance			
"D" Variance				

8. SUPPORT DOCUMENTS

Required To Be Submitted With Application

SEE SITE PLAN/SUBDIVISION/VARIANCE APPLICATION GUIDANCE DOCUMENT.

9. SIGNATURES

Property Owner

I, the undersigned, hereby affirm that this application is being made with the consent and knowledge of the owner and that the information contained herein is true and correct to the best of my knowledge.

Name (print or type)

Property Owner's Signature date

Applicant

I, the undersigned, hereby affirm that the information contained herein and on the supporting documentation submitted herewith is true and complete to the best of my knowledge. Itay Ron as agent of

FIVE-III-SOLAR LLC

Name (print or type)

Applicant's Signature

12/17/24
date

Sworn and subscribed before me this

17th day of December 2024

Notary Signature

SHANNY BRESMAN
Commission # 50194334
Notary Public, State of New Jersey
My Commission Expires
May 09, 2027

Division of Planning Use Only

Board Jurisdiction	Planning Board	<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>
Designation	Minor Site Plan			
	Preliminary Major Site Plan			
	Final Major Site Plan			
	Minor Subdivision			
	Major Subdivision			
	"C" Variance			
	"D" Variance			

Letter of Principal Points

LETTER OF PRINCIPAL POINTS

Mr. Daniel Dominguez
Director, DPCED
City of New Brunswick
25 Kirkpatrick St.
New Brunswick, NJ 08901

Re: FIVF-III SOLAR LLC Minor Subdivision Application
Block 321, Lots 7.01 and 8.02

Dear Mr. Dominguez:

FIVF-III SOLAR LLC (“Applicant”) is proposing to subdivide a portion of Block 321, Lot 8.02 and merge it into existing Block 321, Lot 7.01. The Applicant is the contract purchaser of both Lot 7.01 and the portion of Lot 8.02 to be subdivided and merged. The drawings included in this application detail what is simply a lot line adjustment graphically.

The Applicant is proposing no physical changes to any of the properties at this time. All existing utilities, improvements, and easements will remain in place and undisturbed.

Sincerely,

/s/ Aaron S. Brotman

Counsel for Applicant

Ownership Addendum

OWNERSHIP INFORMATION RIDER

Block 321, Lot 7.01:

- Owner is Eichert Family, LLC; 625 Joyce Kilmer Ave., New Brunswick, NJ 08901
- 10% or greater owners:
 - Joseph Eichert; 50% owner; 1251 US Hwy 130, North Brunswick, NJ 08902
 - Kathryn Eichert; 50% owner; 1251 US Hwy 130, North Brunswick, NJ 08902

Block 321, Lot 8.02:

- Owner is US Realty Financial Corp.; 450 7th Avenue, 45th Floor, New York, NY 10123
- 10% or greater owners:
 - Ivor Braka; 35.244% owner; c/o 450 Seventh Avenue, 45th Floor, New York, NY 10123
 - David I. Braka; 11.4651% owner; c/o 450 Seventh Avenue, 45th Floor, New York, NY 10123
 - Benjamin Braka; 11.4651% owner; c/o 450 Seventh Avenue, 45th Floor, New York, NY 10123

Applicant:

- FIVF-III SOLAR LLC (“Applicant”); 111 River Street, 10th Floor, Hoboken, NJ 07030
- Managing Member: Faropoint Industrial Value Fund III, LP; 111 River Street, 10th Floor, Hoboken, NJ 07030

Zoning Compliance Addendum

ZONING COMPLIANCE ADDENDUM

ZONE REQUIREMENT	I-1 (INDUSTRIAL) ZONE	EXISTING (LOT 8.02)	PROPOSED LOT (LOT 8.02)	EXISTING (LOT 7.01)	PROPOSED LOT (LOT 7.01)
MINIMUM LOT AREA	20,000 SF (0.459 AC)	149,198 SF (3.425 AC)	135,422 (3.109 AC)	65,272 SF (1.498 AC)	79,048 SF (1.814 AC)
MINIMUM LOT WIDTH	100 FT	275.0 FT	244.0 FT	129.2 FT	160.1 FT
MINIMUM LOT DEPTH	200 FT	542.0 FT	542.0 FT	446.9 FT	446.9 FT
MINIMUM FRONT YARD SETBACK (JOYCE KILMER AVE)					
-PRINCIPAL BUILDING	25 FT	75.7 FT	75.7 FT	29.7 FT	29.7 FT
MINIMUM REAR YARD SETBACK					
-PRINCIPAL BUILDING	50 FT	281.9 FT	281.9 FT	174.0 FT	174.0 FT
-ACCESSORY BUILDING	10 FT	N/A	N/A	36.0 FT	36.0 FT
MINIMUM SIDE YARD SETBACK					
-PRINCIPAL BUILDING	10 FT	4.8 FT (T)	4.8 FT (T)	1.5 FT (E)	1.5 FT (E)
-ACCESSORY BUILDING	10 FT	N/A	N/A	37.9 FT	37.9 FT
MINIMUM COMBINED SIDE YARD SETBACK (PRINCIPAL BUILDING)	30 FT	116.9 FT	86.0 FT	28.6 FT (E)	59.5 FT
MAXIMUM BUILDING HEIGHT					
-PRINCIPAL BUILDING	50 FT	< 50 FT	< 50 FT	< 50 FT	< 50 FT
-ACCESSORY BUILDING	15 FT/1 STORY	N/A	N/A	< 15 FT/1 STORY	< 15 FT/1 STORY
MAXIMUM BUILDING COVERAGE	40%	16.5 % (24,547 SF)	18.1 % (24,547 SF)	41.4% (27,035 SF) (E)	34.2% (27,035 SF)
MAXIMUM F.A.R.	1.0:1	0.17 (24,547 SF)	0.18 (24,547 SF)	0.41 (27,035 SF)	0.34 (27,035 SF)
MAXIMUM IMPERVIOUS COVERAGE	75%	75.4% (112,467 SF) (T)	78.0% (105,665 SF) (M)	70.1% (46,072 SF)	66.9% (52,874 SF)

Submission Waiver Rider

SUBMISSION WAIVERS RIDER

FIVF-III SOLAR LLC (“Applicant”) requests that the City of New Brunswick Planning Board grant the following submission waivers from the requirements of its minor subdivision application for the reasons described:

1. Landscaping Plan – the immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; no landscaping or physical development is proposed.
2. Lighting Plan – the immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; no physical development is proposed. There will be no impact on existing lighting.
3. Utilities Plan – the immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; no physical development is proposed. There will be no impact on utility connections.
4. Grading Plan – the immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; there are no grading changes proposed.
5. Soil Erosion and Sediment Control Plan – the immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; no work is being performed, and so no soil will be disturbed.
6. Site Logistics Plan – the immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; no construction will occur.
7. Traffic Impact Statement – the immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; there will be no traffic impact whatsoever.
8. Environmental Impact Statement - immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; no environmental impact whatsoever, as there will be no physical or use change.
9. Recycling Plan – the immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; no waste will be generated, so no recycling is required.
10. Drainage Calculations – the immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; no change to existing conditions.
11. Middlesex County Utility Authority Tracking Form – the immediate application is simply to subdivide a portion of Lot 8.02 and merge it into Lot 7.01; no utility connections will be made, so there is nothing to track.

Recycling Report



Recycling Report for Technical Advisory Committee

- Will you be going with private or city trash/recycling? Check one, (Be aware for city service- trash is twice a week and business recycling is once a week/residential recycling is bi-weekly) N/A
- Will you be using dumpsters, roll-out carts, or both? Circle One N/A
- Will you have a trash room on-site? Yes/No, Circle one N/A
- If storing trash outside make sure there is a fence or landscaping concealing your trash/recycling. N/A
- Helpful Conversions for how much trash/recycling the building will produce:
 - For trash, we use an average trash generation of 2.9 lbs. per day and for recycling 1.5 lbs. per day.
 - 95 lbs. in 1 yard, 8.34 lbs. in one gallon
 - Most dumpsters come in 2,3,4,6,8,10-yard amounts
 - Roll-out carts come in 35, 65, 95-gallon amounts

How much trash will your building produce on a weekly basis? How many dumpsters and or roll-out carts will you need? With a frequency of how many pick-ups per week?

Application proposes no physical development or change in use. It is simply a minor subdivision to merge one portion of a lot into an adjoining lot. No waste or recycling materials will be produced as a result.

Certified List of Property Owners

From: Tia Azzi

December 6, 2024

Certified Property List

<p>To:</p> <p>FIVF-III SOLAR LLC 111 River Street, 10th Floor Hoboken, NJ 07030</p>	<p>Summary:</p> <p>B 321 L 625 631</p>
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Please find enclosed the requested Certified List of Property Owners.

Attached to the Certified List of Property Owners is a Utilities Addendum indicating each local utility and their corresponding mailing address, to which you must also send notification.

Should you have any questions, please contact this office at 732-745-5050.

Tia Azzi

AMTRAK NAT'L RR PASSENGER CORP.
30TH & MARKET ST
PHILADELPHIA, PA 19104
RE: 800-1

POILE ZEDAK CEMETERY / SOLOMON
PO BOX 166
NEW BRUNSWICK, NJ 08901
RE: 456-1.02

EICHERT FAMILY, LLC
695 JOYCE KILMER AVE
NEW BRUNSWICK, NJ 08901
RE: 321-8.04

GREATER BRUNSWICK CHARTER SCHOOL
429 JOYCE KILMER AVE
NEW BRUNSWICK, NJ 08903
RE: 321-6

ELIZABETH STREET, N.B., LLC
409 JOYCE KILMER AVE #215
NEW BRUNSWICK, NJ 08901
RE: 456-2.01

HILLCREST LANDHOLDINGS, LLC
15 MINK RUN CT
NORTH BRUNSWICK, NJ 08902
RE: 321-7.03

ELIZABETH STREET, N.B., LLC
409 JOYCE KILMER AVE #215
NEW BRUNSWICK, NJ 08901
RE: 454-18.01

PEAR TREE HOLDINGS, LLC
15 MINK RUN CT
NORTH BRUNSWICK, NJ 08902
RE: 321-7.02

The City of New Brunswick

Department of Planning, Community & Economic Development

25 Kirkpatrick Street
Civic Square
PO Box 269
New Brunswick, NJ 08903-0269
(732) 745-5050 Fax (732) 565.7532
e-mail : ddominguez@cityofnewbrunswick.org

ADJOINING MUNICIPALITY CLERK'S LIST (See Note Below)

Township of East Brunswick
Office of the Municipal Clerk
1 Jean Walling Civic Center
East Brunswick, NJ 08816

Township of Edison
Office of the Municipal Clerk
100 Municipal Boulevard
Edison, NJ 08817

Township of Franklin
Office of the Municipal Clerk
475 Demott Lane
Somerset, NJ 08873

Borough of Highland Park
Office of the Municipal Clerk
221 S. Fifth Avenue
Highland Park, NJ 08904

Township of North Brunswick
Office of the Municipal Clerk
710 Hermann Road
North Brunswick, NJ 08902

Important Note: If an adjoining Municipality contains property within 200 feet of the subject property, you must notify the Clerk of that Municipality as a property owner within 200 feet of the subject property **and** you must request a separate Certified List of Property Owners within 200 feet of the subject property from that adjoining Municipality to identify the owners of those properties.

The City of New Brunswick

Department of Planning, Community & Economic Development

25 Kirkpatrick Street
Civic Square
PO Box 269
New Brunswick, NJ 08903-0269
(732) 745-5050 Fax (732) 565.7532
e-mail : ddominguez@cityofnewbrunswick.org

UTILITIES ADDENDUM TO CERTIFIED LIST (Each of These Utilities Must Also Be Notified)

Cablevision of Raritan Valley
275 Centennial Avenue
CN 6805
Piscataway, NJ 08855-6805
Attn: Margurite Prenderville,
Construction Department

New Brunswick Water Utility
78 Bayard Street
New Brunswick, NJ 08901
Attn: Alexei Walus, Director

Public Service Electric & Gas
80 Park Plaza, T6B
Newark, NJ 07102
Attn: General Manager
- Corporate Properties

New Brunswick Public Works
400 Jersey Avenue
New Brunswick, NJ 08901
Attn: Victor Fair, Superintendent

Colonial Pipeline Company
1185 Sanctuary Parkway, Suite 100
Alpharetta, GA 30004
Attn: Corporate and Public Affairs

Harbor Pipeline Co.
c/o Sunoco Pipeline LP
525 Fritztown Road
Sinking Spring, PA 19608
Attn: Jomarie Jenkins – One Call Supervisor

Sunoco Pipeline LP
525 Fritztown Road
Sinking Spring, PA 19608
Attn: James Franciscus

Williams Gas Pipeline – Transco
2800 Post Oak Road
Houston, TX 77056

Proof of Taxes Paid



THE CITY OF NEW BRUNSWICK

• CITY HALL • 78 BAYARD ST • NEW BRUNSWICK, NJ 08901

DEPARTMENT OF FINANCE

FAX: 732-745-5235

OFFICE: 732-745-5031

MARILYN CHETRANCOLO, TAX COLLECTOR

CERTIFICATION OF PAID TAXES

December 6, 2024

TO WHOM IT MAY CONCERN:

Please be advised that:

US REALTY FINANCIAL CORP.
OWNER

629 JOYCE KILMER AVE 321 8.02
PROPERTY LOCATION BLOCK – LOT - QUALIFIER

TAXES

TAXES & UTILITES PAID UP TO DATE

CITY OF NEW BRUNSWICK

MARILYN CHETRANCOLO

TAX COLLECTOR



THE CITY OF NEW BRUNSWICK

• CITY HALL • 78 BAYARD ST • NEW BRUNSWICK, NJ 08901

DEPARTMENT OF FINANCE

FAX: 732-745-5235

OFFICE: 732-745-5031

MARILYN CHETRANCOLO, TAX COLLECTOR

CERTIFICATION OF PAID TAXES

December 6, 2024

TO WHOM IT MAY CONCERN:

Please be advised that:

EICHERT FAMILY, LLC
OWNER

569 JOYCE KILMER 321 7.01
PROPERTY LOCATION BLOCK – LOT - QUALIFIER

TAXES

TAXES & UTILITES PAID UP TO DATE

CITY OF NEW BRUNSWICK

A handwritten signature in cursive script, appearing to read "Marilyn Chetrancolo".

MARILYN CHETRANCOLO

TAX COLLECTOR

Easement Due Diligence Checklist

Site Plan, Subdivision Easement Due Diligence Checklist

I hereby certify that I have contacted the following offices and searched available public records and plans regarding easements existing on the property that is the subject of the attached application and that I have noted on this checklist all easements recorded or otherwise shown on public records and plans regarding this property.

Easement Checklist			
Property Address		Block:321	Lot(s):7.01, 8.02
	Date	Easement Found	No Easement Found
County Clerk (title search)	08/08/2024	See title documents	
City Engineer	12/04/2024	Directed to County Clerk	
City Planning	12/04/2024	Provided & included in application package	

Certified by:
Signature: _____



Date: 12/28/24

Print Name: Aaron S. Brotman

Position: Applicant's Attorney
(applicant, attorney, engineer, etc.)

Example

Easement Checklist			
Property Address		Block:	Lot(s):
	Date	Easement Found	No Easement Found
County Clerk (title search)	08.07.2007		x
City Engineer	08.09.2007	Storm sewer map shows sewer easement	

Title Report and Easements / Deed Restrictions / Decisions

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 5198486-F-NJ-MP-ELS-A

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Eastern Land Services, LLC
Issuing Office: 600 Parsippany Road, Suite 202, Parsippany, NJ 07054
Issuing Office's ALTA® Registry ID: 1040678
Loan ID No.:
Commitment No.: 5198486-F-NJ-MP-ELS-A
Issuing Office File No.: 5198486-F-NJ-MP-ELS-A
Property Address: 569/625 Joyce Kilmer Avenue, New Brunswick, NJ 08901

SCHEDULE A

1. Commitment Date: June 17, 2024 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (07/01/21)
Proposed Insured: FIVF-III-NJ7 LP, a Delaware limited partnership
Proposed Amount of Insurance: \$1,000,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:

The Eichert Family, LLC, a New Jersey limited liability company, which acquired title by Deed made by Joseph C. Eichert and Kathryn Marie Eichert, his wife, dated September 18, 2001 and recorded in the Office of the Middlesex County Clerk on October 17, 2001 in [Book 4968, Page 333].

NOTE: Said Deed covers subject premises and more
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A
(Continued)

Eastern Land Services, LLC

By: _____
Authorized Officer or Agent

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 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 5198486-F-NJ-MP-ELS-A

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Original photo identification for all parties to the transaction must be provided.
6. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we deem appropriate.
7. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at closing, the Company must be notified and this Commitment will then be modified accordingly.
8. This Company requires that a title continuation (or rundown) must be ordered not less than 24 hours before closing.
9. The Company requires that a NOTICE OF SETTLEMENT in connection with the transaction to be insured be filed pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more than sixty (60) days before, the anticipated date of recording of the closing documents. If the closing is postponed, a second Notice must be filed before the expiration of the first. If both a deed and mortgage are to be insured, two (2) Notices must be filed: one for the deed, and one for the mortgage.
10. Copy of HUD-1 (RESPA) or Closing Statement. Immediately upon closing of title to be insured hereunder, a copy of HUD-1, a copy of the payoff letter(s) of mortgage(s) that are paid off at closing and a copy of the check(s) issued to pay off same.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



5198486-F-NJ-MP-ELS-A

SCHEDULE B, PART I

(Continued)

11. All resident sellers/grantors or exempt non-resident sellers/grantors must produce at closing a seller's residency certificate/exemption (New Jersey Tax Form GIT/REP-3).

All non-resident sellers/grantors must produce at closing either a non-resident seller's tax declaration (New Jersey Tax Form GIT/REP-1) together with the estimated tax payment; or a non-resident seller's tax prepayment receipt (New Jersey Tax Form GIT/REP-2) with the official seal of the director of taxation affixed.

Failure to provide one of these forms, fully completed and executed by seller/grantor will result in an immediate adjournment of the closing until the form is produced.

This Company assumes no responsibility or liability for determination of residency/exemption status and is prohibited by law from rendering such advice. Any seller/grantor unable to complete the applicable form should immediately contact an attorney for guidance if not represented by one

12. An Affidavit of Consideration for Use by Buyer (RTF-1EE) must be attached to any deed for consideration in excess of \$1,000,000.00.

13. An Affidavit of Consideration for Use by Seller (RTF-1) must be attached to any deed, regardless of the amount of consideration, when: (i) Seller/Grantor is seeking a full or partial exemption from Realty Transfer Fee. (ii) The conveyance consists of CLASS 4A, 4B, or 4C property.

14. With respect to the proposed Deed, we require:

(i) Subject to compliance with Chapter 176, Laws of 1975 (Realty Transfer Tax on all conveyances). (if applicable)

(ii) Subject to compliance with Chapter 157, Laws of 1977 requiring reference to the tax lot and block numbers on all deeds. (if applicable)

(iii) Proof as to past and present marital status of the proposed Grantor(s). If divorce or death has occurred, this Company must be notified prior to closing of title so appropriate amendments and/or additional requirements can be given.

(iv) If Grantor is married or in a civil union and the subject premises is or ever has been used as a principal marital or civil union residence, spouse or civil union partner must join in the conveyance.

15. You must tell us in writing the name of anyone referred to in this Commitment who is or may be an individual protected by the provisions of Daniel's Law, P.L. 2020 c.125. We may then make additional requirements or exceptions.

16. Taxes, charges, assessments and utilities:

(a) All taxes and other municipal charges are to be paid through and including the current quarter.

(b) Assessment search is attached.

(c) Tax search is attached. Subject to facts as set forth thereon.

NOTE: Continuation search will not include taxes unless expressly requested.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



5198486-F-NJ-MP-ELS-A

SCHEDULE B, PART I

(Continued)

17. Superior Court of New Jersey and United States District Court Search: See Copies Attached. Affidavit of Title must make specific reference to judgment search and specifically state that the judgments shown thereon are not against the deponent but persons of similar names or said judgments must be satisfied of record. (Attach a copy of judgment search to the Affidavit)
NOTE: For Child Support Judgments, if applicable, see attached Special Notice and Instructions.
18. With reference to The Eichert Family, LLC, the following is required:
- Proof that the Certificate of Formation, together with all amendments thereto, have been filed with the New Jersey Secretary of Treasury in accordance with N.J.S.A. 42:2C 1, et seq.
 - A copy of the operating agreement and any amendments thereto must be provided for review by this Company. This Company reserves the right to raise additional requirements and/or exceptions upon review.
 - Proof that the operating agreement has not been modified or amended and that there has been no change in the composition of the L.L.C. since its formation.
 - Proof that the L.L.C. continues to be a valid L.L.C. in compliance with N.J.S.A. 42:2C 1, et seq.
 - Proof that the L.L.C. has not classified itself as a corporation for Federal income tax purposes. If it has, then corporate franchise tax reports will be ordered.
19. A copy of the LLC resolution of The Eichert Family, LLC or Consent of Members authorizing the sale of the premises herein described must be provided to this Company at or prior to closing.
20. Should financing be a part of the insured transaction additional requirements will be raised for the Borrower.
21. Cancellation, release or other disposition of Mortgage and Security Agreement from Eichert Family, LLC to Spencer Savings Bank, SLA, dated May 30, 2017, and recorded July 12, 2017 in [Book 16821, Page 299], to secure \$2,200,000.00. Said Mortgage was assigned by Assignment of Mortgage to Northeast Bank recorded in [Book 18790, Page 221].
- In Connection Therewith:
- Absolute Assignment of Rents, Income, Profits and Leases by and between Eichert Family, LLC, as assignor, and Spencer Savings Bank, SLA, as assignee, dated May 30, 2017 and recorded July 12, 2017 in [Book 16821, Page 340]. Said Assignment was assigned by Assignment of Assignment of Leases and Rents to Northeast Bank recorded in [Book 18790, Page 227].
- NOTE: Covers subject premises and more
22. Termination or release of UCC Financing Statement by and between The Eichert Family, LLC, as debtor, and Spencer Savings Bank, SLA, as secured party, filed July 12, 2017 in [Book 2160, Page 137]. Said UCC was assigned to Northeast Bank, as secured party, by [Book 18780, Page 797]. Said UCC was continued on July 2, 2022 by [Book 18975, Page 738].
23. The Company requires an accurate survey of the premises to be insured hereunder to omit certain exceptions and provide certain coverages.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



5198486-F-NJ-MP-ELS-A

SCHEDULE B, PART I

(Continued)

24. I/We acknowledge receipt of Title Insurance Commitment as well as the Important Notice and Disclosure form prior to closing.

NOTE: Informational Note: Pursuant to the provisions of P.L. 2009, c. 123 (the County Homelessness Trust Fund Act"), N.J.S.A. 22A:4-17 is amended to permit counties to impose a recording surcharge of \$3.00 per document for any instrument submitted for recording (except assignments of mortgages). As the establishment of the fund is discretionary under the statute, please check with the applicable County Clerk/Register as to whether such fund has been established and, if so, the effective date for imposition of the surcharge. The following counties are known to have implemented the surcharge: Bergen, Cape May, Camden, Essex, Hudson, Mercer, Middlesex, Passaic, Somerset and Union."

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



5198486-F-NJ-MP-ELS-A

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 5198486-F-NJ-MP-ELS-A

SCHEDULE B, PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or Claims or interest of parties in possession of the land not shown by the public record.
2. Easements, or claims of easements, not shown by the public record.
3. Any liens or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Taxes, charges, assessments and utilities: See Attached
5. Subject to added or omitted assessments pursuant to N.J.S.A. 54:4-63.1 et seq.
6. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only).
7. Rights of tenants in possession and/or under unrecorded lease agreements.
8. Easement granted to Public Service Electric and Gas Company as set forth in [Book 2596, Page 52].
9. Easement Deed by Court Order in Settlement of Landowner Action to Quest Communications Company, LLC as set forth in [Book 6531, Page 597].

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



5198486-F-NJ-MP-ELS-A

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 5198486-F-NJ-MP-ELS-A

SCHEDULE C

The Land is described as follows:

All that certain lot, piece or parcel of land, situate, lying and being in the City of New Brunswick, in the County of Middlesex, State of New Jersey, being more particularly described as follows:

BEGINNING in the Northwesterly line of Joyce Kilmer Avenue (formerly Codwise Avenue), as now established at the most Easterly corner of lands formerly of United States Playing Card Company, more recently of Lehman Associates, and running; thence

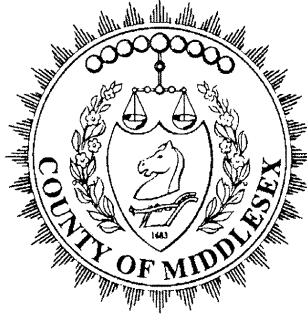
1. North 41 degrees 38 minutes 30 seconds West, along said last mentioned lands, 446.9 feet; thence
2. North 48 degrees 16 minutes 39 seconds East, 129.18 feet; thence
3. South 45 degrees 57 minutes 40 seconds East, 448.12 feet to the Northwesterly line of Joyce Kilmer Avenue (formerly Codwise Avenue); thence
4. South 48 degrees 16 minutes 30 seconds West, along the Northwesterly line of Joyce Kilmer Avenue (formerly Codwise Avenue), 162.93 feet to the place of BEGINNING

FOR INFORMATION PURPOSES ONLY: BEING known as 569/625 Joyce Kilmer Avenue, New Brunswick, NJ 08901, Tax Lot 7.01, Tax Block 321 on the Official Tax Map of New Brunswick, NJ.



MIDDLESEX COUNTY CLERK

Return To:



EICHERT
JOSEPH

C.

Index DEED BOOK
Book 04968 Page 0333
No. Pages 0007
Instrument DEED EXEMPT
Date : 10/17/2001
Time : 5:41:03
Control # 200110170969
INST# DE 2001 018080

Employee ID DALALB

RECORDING	\$	26.00
OVERCHARGE	\$	.00
EXEMPT	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	26.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



**THIS IS AN OFFICIAL
DOCUMENT OF THE CLERK'S
OFFICE USED IN RECORDING
FOR THE IMAGING SYSTEM.**

**DO NOT REMOVE THIS PAGE.
TO ACCESS THE IMAGE OF
THE DOCUMENT RECORDED
HEREUNDER BY BOOK AND
PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.**

**Cover sheet is part of Middlesex County filing record
Retain this page for future reference
Not part of the original submitted document**

BK 4968PG333

DEED

This Deed is made on September 18, 2001.

BETWEEN

JOSEPH C. EICHERT and KATHRYN MARIE. EICHERT, His Wife

whose post office address 1251 Georges Road, North Brunswick, New Jersey 08902
referred to as Grantor.

AND

EICHERT FAMILY, L.L.C., A New Jersey Limited Liability Company,

whose post office address is about to be 625, 695 and 695A Joyce Kilmer Avenue, New Brunswick, New Jersey.

referred to as the Grantee.

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

1. **TRANSFER OF OWNERSHIP.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION.**

2. **TAX MAP REFERENCE.** (N.J.S.A. 46:15-1.1) City of New Brunswick Block No. 321 Lot No. 7.01, 8.03, 8 and 9.01

_____ No property tax identification number is available on the date of this Deed. (Check line if applicable.)

3. **PROPERTY.** The Property consists of the land and all the buildings and structures on the land in the City of New Brunswick, County of Middlesex and State of New Jersey. The legal description is:

X Please see attached Legal Description annexed hereto and made a part hereof (check line if applicable).

BEING the same premises conveyed to the Grantors by deed from Robert E. Norland and Evelyn D. Norland, his wife, dated May 31, 2001 and recorded July 24, 2001 in the Middlesex County Clerk's Office in Deed Book 4931, Page 840.

BEING the same premises conveyed to the Grantors by deed from First National Bank of Central Jersey, dated June 24, 1988 and recorded June 29, 1988 in the Middlesex County Clerk's Office in Deed Book 3710, Page 465 (contains premises in question and other lands).

BEING the same premises conveyed to the Grantors by deed from Thomas & Betts Corporation, dated January 14, 1987, recorded October 1, 1987 in the Middlesex County Clerk's Office in Deed Book 3649, Page 809.

Prepared by: (print signer's name below signature) :

(For Recorder's Use Only)



ROBERT P. EICHERT, ESQ.

REC
CLAIMED
MIDDLESEX CO.
0000177
PAGE #
OF PAGES


01 OCT 17 PM 5:41
PAGE #
OF PAGES

The Street Address of the Property is: 625, 695 and 695A Joyce Kilmer Avenue, New Brunswick, New Jersey .

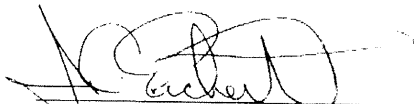
4. PROMISES BY GRANTOR. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).


5. SIGNATURES. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed by:



ROBERT P. EICHERT
An Attorney at Law, State of N.J.



JOSEPH C. EICHERT (Seal)


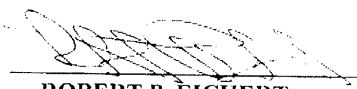
KATHRYN MARIE EICHERT (Seal)

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS.:

I CERTIFY that on September 18, 2001,

JOSEPH C. EICHERT and KATHRYN MARIE EICHERT personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (A) is named and personally signed this Deed;
- (B) signed, sealed and delivered this Deed as his/her act and deed ; and
- (C) made this Deed for \$1.00 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.).



ROBERT P. EICHERT
An Attorney at Law, State of New Jersey

RECORD AND RETURN TO:

ROBERT P. EICHERT, ESQ.
Deutch & Falk, P.C.
843 Rahway Avenue
Woodbridge, New Jersey 07095

Commitment No. H-68181

DESCRIPTION, SCHEDULE A-4

All that tract or parcel of land and premises, situated, lying and being in the City of New Brunswick in the County of Middlesex and State of New Jersey, more particularly described as follows:

ILLEGIBLE ORIGINAL
Middlesex County

TRACT I (Tax Lot 8.03 in Block 321 (695A Joyce Kilmer Avenue):

BEGINNING at a point at the intersection of the most southerly corner of Lot 8.03 with the most westerly corner of Lot 9.01 in Block 321 as shown on the current Official Tax Maps of the City of New Brunswick, said point being located northwesterly 165 feet from an iron pipe along the northwesterly line of Joyce Kilmer Avenue (formerly known as Codwise Avenue), thence;

- 1) North 43 degrees 34 minutes East, 200 feet, thence;
- 2) North 46 degrees 26 minutes West, 378.50 feet, thence;
- 3) South 43 degrees 46 minutes 44 seconds West, 100 feet, thence;
- 4) South 46 degrees 26 minutes East, 243.89 feet, thence;
- 5) South 43 degrees 34 minutes West 100 feet to a point, thence;
- 6) South 46 degrees 26 minutes East, 135 feet to the point and place of BEGINNING.

TOGETHER with an access easement established in an Easement Agreement between Tenaco Realty Co. and Abe Yaches dated September 26, 1975, recorded November 12, 1975 in Deed Book 2912 Page 195.

The above description shown in accordance with a survey prepared by Brunswick Surveying, Inc. dated May 10, 2001.

TRACT II (Tax Lot 8 & 9.01 in Block 321 (695 Joyce Kilmer Avenue):

BEGINNING at a point in the Northwesterly line of Joyce Kilmer Avenue (formerly Codwise Avenue), said point being the intersection of the said Northwesterly line of Joyce Kilmer Avenue and the Northeasterly line of Reed Street if it were extended northwesterly, thence from said beginning point,

- 1) North 46 degrees 26 minutes West, 165 feet to a point, thence;
- 2) North 43 degrees 34 minutes East along line of lands now or formerly of E. Alton Dunn, et al, 200 feet to a point, thence;
- 3) North 46 degrees 26 minutes West along line of lands now or formerly of E. Alton Dunn, et al, 378.50 feet to a point, thence;
- 4) North 43 degrees 46 minutes 44 seconds East, 123.99 feet to a point, thence;
- 5) South 46 degrees 21 minutes East, 543.04 feet to a point in the Northwesterly line of Joyce Kilmer Avenue, thence;
- 6) Along the said Northwesterly line of Joyce Kilmer Avenue, South 43 degrees 34 minutes West, 323.20 feet to the point and place of BEGINNING.

The above description shown in accordance with a survey prepared by Fletcher Engineering, Inc. dated October 5, 1993.

Heritage Abstract Company
Phone: 973-540-1345 Fax: 973-292-1799 or 973-540-0108
As Issuing Agent For
NEW JERSEY TITLE INSURANCE COMPANY

BK 4968PG336

Commitment No. H-68181

DESCRIPTION, SCHEDULE A-4 CONTINUED

ILLEGIBLE ORIGINAL
Middlesex County

TRACT III (Tax Lot 7.01 in Block 321 (625 FKA 267 Joyce Kilmer Avenue):

BEGINNING in the Northwesterly line of Joyce Kilmer Avenue (formerly Codwise Avenue), as now established, at the most Easterly corner of lands formerly of United States Playing Card Company, more recently of Lehman Associates; thence running

- 1) North 41 degrees 38 minutes 30 seconds West along said last mentioned lands, 446.9 feet, thence;
- 2) North 48 degrees 16 minutes 39 seconds East, 129.18 feet, thence;
- 3) South 45 degrees 57 minutes 40 seconds East, 448.12 feet to the Northwesterly line of Joyce Kilmer Avenue (formerly Codwise Avenue), thence;
- 4) South 48 degrees 16 minutes 30 seconds West along the Northwesterly line of Joyce Kilmer Avenue (formerly Codwise Avenue), 162.93 feet to the place of BEGINNING.

The above description shown in accordance with a survey prepared by Fletcher Engineering, Inc. dated November 1, 1993.

NOTE FOR INFORMATION ONLY:

Being commonly known as Lot(s) 7.01; 8, 8.03 & 9.01 in Block(s) 321 (625 FKA 267), 695 & 695 Joyce Kilmer Avenue) on the Tax Map, City of New Brunswick, Middlesex County, New Jersey.

Heritage Abstract Company
Phone: 973-540-1345 Fax: 973-292-1799 or 973-540-0108
As Issuing Agent For
NEW JERSEY TITLE INSURANCE COMPANY

BK 4968PG337

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P. L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX } ss.

FOR RECORDER'S USE ONLY
Consideration \$ _____
Realty Transfer Fee \$ _____ *
Date _____ By _____

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, JOSEPH C. EICHERT (Name) being duly sworn according to law upon his/her oath deposes and says that he/she is the Grantor (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

in a deed dated September 18, 2001 transferring real property identified as Block No. 321 Lot No. 7.01, 8.03, 8 & 9.01 located at 625, 695 and 695A Joyce Kilmer Avenue, Middlesex County, New Brunswick, New Jersey and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.
Consideration less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE

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. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
 Grantor(s) 62 yrs. of age or over.*
 One or two-family residential premises
 Owned and occupied by grantor(s) at time of sale.
 No joint owners other than spouse or other qualified exempt owners.
- b) BLIND (See Instruction #8)
 Grantor(s) legally blind.*
 One or two-family residential premises.
 Owned and occupied by grantor(s) at time of sale.
 No joint owners other than spouse or other qualified exempt owners.
- DISABLED (See Instruction #8)
 Grantor(s) permanently and totally disabled.*
 One or two-family residential premises.
 Receiving disability payments.
 Owned and occupied by grantor(s) at time of sale.
 Not gainfully employed.
 No joint owners other than spouse or other qualified exempt owners.
- *IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.
- c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)
 Affordable According to H.U.D. Standards.
 Reserved for Occupancy.
 Meets Income Requirements of Region.
 Subject to Resale Controls.
- d) NEW CONSTRUCTION (See Instruction #9)
 Entirely new improvement.
 Not previously occupied.
 Not previously used for any purpose.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this 18th day of September, 2001

Signature of Deponent: ROBERT P. EICHERT
Address of Deponent: 1251 Georges Road, North Brunswick, NJ 08902

Signature of Grantor: JOSEPH C. EICHERT
Address of Grantor at Time of Sale: 1251 Georges Road, North Brunswick, NJ 08902

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16-8.12).
TRIPLICATE - Pink copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

INSTRUCTIONS

1. STATEMENT OF CONSIDERATION AND PAYMENT OF REALTY TRANSFER FEE ARE PREREQUISITES FOR RECORDING OF DEED

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration therefor is recited therein and in the acknowledgment or proof of the execution thereof, of (b) an Affidavit by one or more of the parties named therein or by their legal representatives declaring the consideration therefor is annexed thereto for recording with the deed, and (c) a fee at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof [which fee shall be in addition to the recording fees imposed by P. L. 1965, Chapter 123, Section 2 (C. 22A:4-4.1)] shall be paid to the county recording officer at the time the deed is offered for recording. An additional fee at the rate of \$.75 for each \$500 of consideration or fractional part thereof in excess of \$150,000 of consideration shall be paid to the county recording officer.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

- This affidavit must be annexed to and recorded with the deed in the event that the full consideration is not recited in both the deed and in the acknowledgment or proof of the execution thereof.
- This affidavit must also be annexed to and recorded with the deed where exemption from the fee is claimed but the reason for claiming the exemption is not clearly stated in the deed.
- Any claim for exemption from the increased fee must be supported by this affidavit and attached to the deed at the time of recording, in addition to any statement otherwise required by the law with respect to consideration.

3. LEGAL REPRESENTATIVE

"Legal representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

Where a deponent is an officer of corporate grantor or grantee, the name of the corporation and the officer's title must be stated.

5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is a closing officer of a title company or lending institution participating in the transaction, the name of the company or institution and the officer's title must be stated.

6. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title. (P.L.1968, c. 49, Sec. 1 as amended.)

7. EXEMPTIONS FROM THE FEE

The fee imposed by this Act shall not apply to a deed;

- For a consideration of less than \$100.00;
- By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;
- Solely in order to provide or release security for a debt or obligation;
- Which confirms or corrects a deed previously recorded;
- On a sale for delinquent taxes or assessments;
- On partition;
- By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
- Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7;
- Acknowledged or proved on or before July 3, 1968;
- Between husband and wife, or parent and child;
- Conveying a cemetery lot or plot;
- In specific performance of a final judgment;
- Releasing a right of reversion;
- Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount or realty transfer fee previously paid.
- 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.
- Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee.

8. EXEMPTION FROM INCREASED FEE (P.L. 1975, c. 176, Section 4 as amended.)

The following transfers of title to real property shall be exempt from payment of \$1.25 of the fee for each \$500 of consideration or fractional part thereof: 1, The sale of any one or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is jointly owned and one or more of the owners is not a senior citizen, blind person, or disabled person; 2, The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any Federal or State law.

"Senior citizen" means any resident of this State of the age of 62 years or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

9. Transfers of title to real property upon which there is "new construction" shall be exempt from payment of \$1.00 of the \$1.75 fee for each \$500 of consideration or fractional part thereof not in excess of \$150,000.

For the purposes of this Act, the following definition shall apply:

"New construction" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose.

10. "REALTY TRANSFER FEE" IS A FEE IN ADDITION TO OTHER RECORDING FEES

The fee imposed under P.L. 1968, c. 49, as amended, is in addition to the usual recording fees imposed under P.L. 1965, c. 123, Sec. 2 (C. 22A:4-4.1.). The realty transfer fee is imposed upon grantors at the rate of \$1.75 for each \$500 of consideration or fractional part thereof, with an additional fee of \$.75 for each \$500 of consideration in excess of \$150,000. The fee is required to be collected by the county recording officer at the time the deed is offered for recording.

11. PENALTY FOR WILLFUL FALSIFICATION OF CONSIDERATION

Any person who shall willfully falsify the consideration recited in a deed or in the proof or acknowledgment of the execution of a deed or in the Affidavit declaring the consideration thereof annexed to a deed shall be adjudged a disorderly person (P.L. 1968, c. 49, Section 5).

THIS INDENTURE, made this 18th day of September, nineteen hundred and sixty-seven (1967), between SARAK COMPANY, INC., a corporation having its office on Joyce Kilmer Avenue, New Brunswick, New Jersey, hereinafter called "Owner", and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its office at 80 Park Place, Newark, New Jersey, hereinafter called "Electric",

W I T N E S S E T H :

WHEREAS, Owner has requested Electric to erect, construct, install, and operate electric facilities on property of Owner situate in the City of New Brunswick, Middlesex County, New Jersey, as shown on drawing number DNB-11-1609, hereto attached and hereby made a part hereof, for the purpose of supplying electric service thereto and for the conduct of its business:

NOW, THEREFORE, Owner and Electric, in consideration of the premises, the covenants and conditions hereinafter contained, and the mutual benefits to be derived herefrom, by these presents do covenant and agree as follows:

FIRST: Owner grants to Electric the right, privilege, authority, and easement in perpetuity to construct, install, operate, maintain, reconstruct, and replace its utility facilities, hereinafter called "facilities", approximately as and in the location shown on said drawing number DNB-11-1609 hereto attached as aforesaid.

SECOND: Owner grants to Electric the right of access to said property at any time without prior notice to inspect, repair, or replace any or all of its said facilities. Owner agrees to provide and maintain such access routes to said facilities as in the judgment of Electric are necessary

for their safe operation, maintenance, and replacement.

THIRD: Electric may trim and keep trimmed all trees or cut away any excessive growth which shall in any manner interfere with the installation, operation, or maintenance of its said facilities.

FOURTH: Electric agrees that when it opens or disturbs the surface of said property for the purpose of construction, reconstruction, maintenance, or repair of any of its said facilities for its purposes it will, at its own expense restore the surface of said property to substantially the same condition in which it was immediately prior thereto.

FIFTH: Owner agrees that any buildings or structures hereafter constructed by Owner shall not be located under said facilities and Owner shall provide from such facilities not less than the minimum clearances prescribed by the current editions of the National Electrical Safety Code and the National Electrical Code. Owner further agrees that no attachments other than those of Electric shall be made to any of said facilities without its prior written permission, and that no material or equipment shall be stored in such proximity to said facilities as to endanger their operation or impede access thereto.

SIXTH: Electric may, at the request and sole cost and expense of Owner, relocate any or all of its facilities to another location or locations as shall be mutually satisfactory to the parties hereto, Electric to have the same rights and privileges in the new location as in the former location or locations.

SEVENTH: By the acceptance of this instrument Electric agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed a signatory

hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns and the associated, allied, and successor companies of Electric.

EIGHTH: Owner covenants to warrant generally the rights above granted, to execute such further assurances of the same as may be required, and that Electric shall have the quiet possession thereof.

NINTH: Any additions, deletions, or amendments in this indenture have been made before execution.

IN WITNESS WHEREOF Owner has duly signed, sealed, and delivered these presents the day and year first above written.



(Seal)

SARK COMPANY, INC.,

By

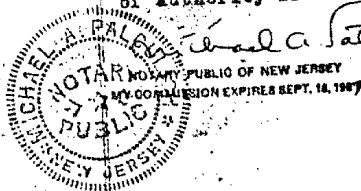
Joseph R. Hamilton
(Joseph R. Hamilton)
President

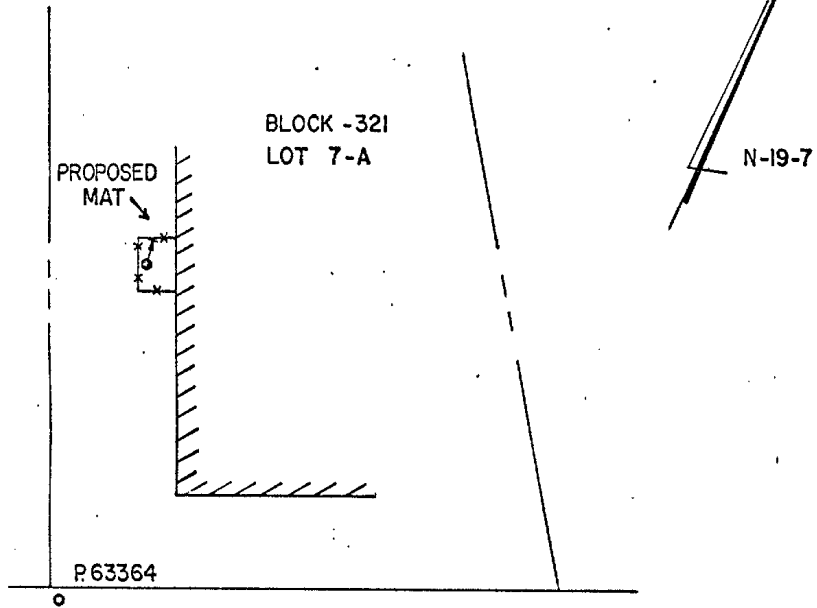
Attest:

Stuart S. Dreier
(Stuart S. Dreier)
Secretary

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) SS.

BE IT REMEMBERED, that on this 18th day of
September, nineteen hundred and sixty-seven, before me,
a Notary Public of New Jersey, personally appeared Joseph R.
Hamilton, who, I am satisfied, is President of SARAK COMPANY,
INC., the corporation named in and which executed the fore-
going instrument, and is the person who signed said instru-
ment as such officer for and on behalf of said corporation,
and he did acknowledge that said instrument was made by
said corporation and sealed with its corporate seal, as the
voluntary act and deed of said corporation, made by virtue
of authority from its Board of Directors.





JOYCE KILMER AVE.

ELIZABETH AVE.

KEY

- EXISTING POLE
- └─○ PROPOSED POLE & ANCHOR

SUBJECT MAP OF POLE & ANCHOR ON THE PROPERTY OF SARAQ COMPANY INC. SITUATE IN THE CITY OF NEW BRUNSWICK, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY.

LOCATION	DRAWN BY RW	CHECKED WAS	APPROVED C.G. TROXELL
	DATE 9-11-67	SCALE 1" = 40' ±	TITLE DIVISION SUPER.
FILE NUMBER	PUBLIC SERVICE ELECTRIC AND GAS COMPANY ELECTRIC DEPARTMENT		DRAWING NUMBER DNB-11-1609

10025

RECEIVED & RECORDED
MIDDLESEX COUNTY, N. J.

'67 SEP 28 AM 10:25

BOOK 2596 PAGE 52
BOOK PAGE
FRANK SCHATZMAN
CLERK

SEP-28-67 3 7 6 1 5 A (shund)



PLEASE RETURN TO
PUBLIC SERVICE ELECTRIC & GAS CO.
P. O. BOX 180
NEW BRUNSWICK, NEW JERSEY 08903

1000

MIDDLESEX COUNTY CLERK

Return To:

*Louis A Rustino Esquire LLP
457 Hasbrouck Road
Hasbrouck NJ 08002*

SPRINT COMMUNICATIONS Company, LLC

Index DEED BOOK

Book 06531 Page 0597

No. Pages 0017

Instrument DEED W/O ABSTRA

Date : 12/30/2013

Time : 10:56:33

Control # 201312300130

INST# DE 2013 016641

Employee ID BRONG

RECORDING	\$	100.00
DARM	\$	48.00
NJPRPA	\$	32.00
- - - - -	\$	.00
- - - - -	\$	.00
RECORDING	\$	3.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	183.00

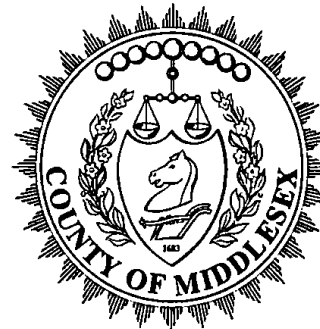
STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

PLEASE NOTE
DO NOT REMOVE THIS COVERSHEET
IT CONTAINS ALL RECORDING INFORMATION

ELAINE FLYNN
COUNTY CLERK



201312300130



Cover sheet is part of Middlesex County filing record
Retain this page for future reference
Not part of the original submitted document

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TO ACCESS THE IMAGE OF
THE DOCUMENT RECORDED
HEREUNDER BY BOOK AND
PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

806531P.597

EASEMENT DEED BY COURT ORDER
IN SETTLEMENT OF LANDOWNER ACTION
(U.S. DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY)

Recorder's Coversheet

Note: This Coversheet and Exhibit 1 were prepared by Louis G. Rubino, Esquire.

Grantors: See list of property owners identified on the attached Exhibit 1 (to the Easement Deed) which begins on page 13.

Grantees: As defined in the "Settlement Agreement" referenced in this Easement Deed: "Qwest" includes: (1) Qwest Communications International, Inc.; (2) Qwest Communications Corporation, now known as Qwest Communications Company, LLC; and (3) all of the above entities' predecessors, successors, assigns, parents, affiliates and subsidiaries.

Address for Grantee: Qwest Communications Company, LLC, 700 West Mineral Avenue, Littleton, Colorado 80120, Attention: Jack Shives, ROW Manager.

Legal Description: See block and lot numbers, and property addresses, on the attached Exhibit 1 which begins on page 13.

Record and Return to: Louis G. Rubino, Esquire, White and Williams LLP, 457 Haddonfield Road, Suite 400, Haddonfield, NJ 08002.

RECORDED
ELAINE M. FLYNN
MIDDLESEX CITY CLERK
2013 DEC 30 AM 10:47
BOOK # _____
PAGE # _____
OF PAGES _____

ILLEGIBLE ORIGINAL
Middlesex County Clerk

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY (Newark)**

CAROLYN SWIFT JONES AND	)	Civil Action No.
NICOLE STONE, for themselves and all	)	2:11-cv-06887-JLL-MAH
others similarly situated,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
SPRINT COMMUNICATIONS)	
COMPANY L.P., QWEST)	
COMMUNICATIONS COMPANY, LLC, and)	
LEVEL 3 COMMUNICATIONS, LLC,)	
)	
Defendants.)	
)	

**EASEMENT DEED BY COURT ORDER
IN SETTLEMENT OF LANDOWNER ACTION**

WHEREAS, the parties to the above-captioned class action (the "Action") entered into a New Jersey Class Settlement Agreement, as of March 29, 2012, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement); and

WHEREAS, on November ¹⁹~~18~~, 2012, the Court entered a final Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

A class (the "Settlement Class") defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members;

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the "Grantor") hereby grants to whichever of Sprint Communications Company L.P., Qwest Communications Company, LLC, and Level 3 Communications, LLC has Designated for inclusion

under a Settlement Agreement the Right of Way which adjoins, underlies or includes Covered Property owned by the Class Member, together with its successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe Class Members' affected parcels with the following information, to the extent that it is in the Database of Identification Information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and section, township, and range. Exhibit 1 may describe Class Members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are

transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on May 8, 2012 (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side

and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on May 8, 2012. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property

if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after November ²⁰11, 2012, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement

Premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable

System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on May 8, 2012, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

The Easement includes all rights granted herein that are necessary to authorize MCI Communications Services, Inc. a Delaware corporation, ("MCI"), lawfully to own, operate, use, permit others to use, and maintain the Telecommunications Cable System described in that certain Amended and Restated System Use and Service Agreement, dated September 1, 1991, between WTG-East, Inc., predecessor in interest to MCI and US Sprint Communications Company Limited Partnership, predecessor in interest to Sprint, and used by both MCI and Sprint ("the LightNet System"), provided, however, that nothing in this Easement shall be construed to convey rights to MCI, except through Grantee, in any telecommunications cable system other than the LightNet System.

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided,

however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits

necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in

any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest

under any other easement, right of way, license, lease, or any similar instrument or court order.

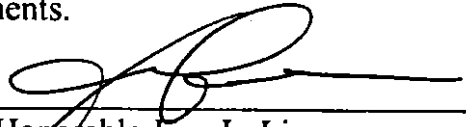
The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

3. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreements.

Date: 11/20/12


Honorable Jose L. Linares
United States District Judge

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of the original on file in my office.
ATTEST
WILLIAM T. WALSH, Clerk
United States District Court
District of New Jersey

By: A. Richardson
Deputy Clerk

Middlesex

Grantee's Name: Qwest, as defined in the "Settlement Agreement" referenced in this easement. That Settlement Agreement defines "Qwest" to include (1) Qwest Communications International Inc., (2) Qwest Communications Corporation, now known as Qwest Communications Company, LLC, and (3) all of these entities' predecessors, successors, assigns, parents, affiliates and subsidiaries.

Address for Grantee: Qwest Communications Company, LLC, 700 West Mineral Avenue, Littleton, CO 80120, Attn: Jack Shives, ROW Manager

Tax Address for Grantee: Same as above

THE REAL PROPERTIES WHICH ARE SUBJECT TO THE FOREGOING EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION AND THE OWNERS THEREOF INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING NAMED PARTIES AND PARCELS IN MIDDLESEX COUNTY, NEW JERSEY

EXHIBIT 1

Block	Lot	Municipality	Property Address	Grantor	Grantee
85.06	17.014	South Brunswick	Southridge Woods	Windsor South Ridge LLC	Qwest
809	99	Plainsboro	Parker Road South	Princeton Coll Home Owners Assoc	Qwest
259	2.011	South Brunswick	421 Black Horse Lane	Katherine & Dennis Centanni	Qwest
703	15	Plainsboro	Scudders Mill Road	Trustees of Princeton University	Qwest
1601	58	Plainsboro	Scudders Mill Road	M L Plainsboro Ltd	Qwest
22	15.A	Edison	250 Carter Drive	NL Cedars Group LLC	Qwest
86	89.023	South Brunswick	Northumberland Way	South Brunswick Center LLC	Qwest
242	5.06	New Brunswick	200 Jersey Avenue	Rhodia Inc	Qwest
124.2	54	Metuchen	200 Hillside Avenue	Centenary Methodist Church	Qwest
86	89.013	South Brunswick	Northumberland Way	South Brunswick Center LLC	Qwest
22	14.B	Edison	75 Carter Drive	Caro Assoc II	Qwest
76	45	Metuchen	Bridge Street	Joseph Miciak	Qwest

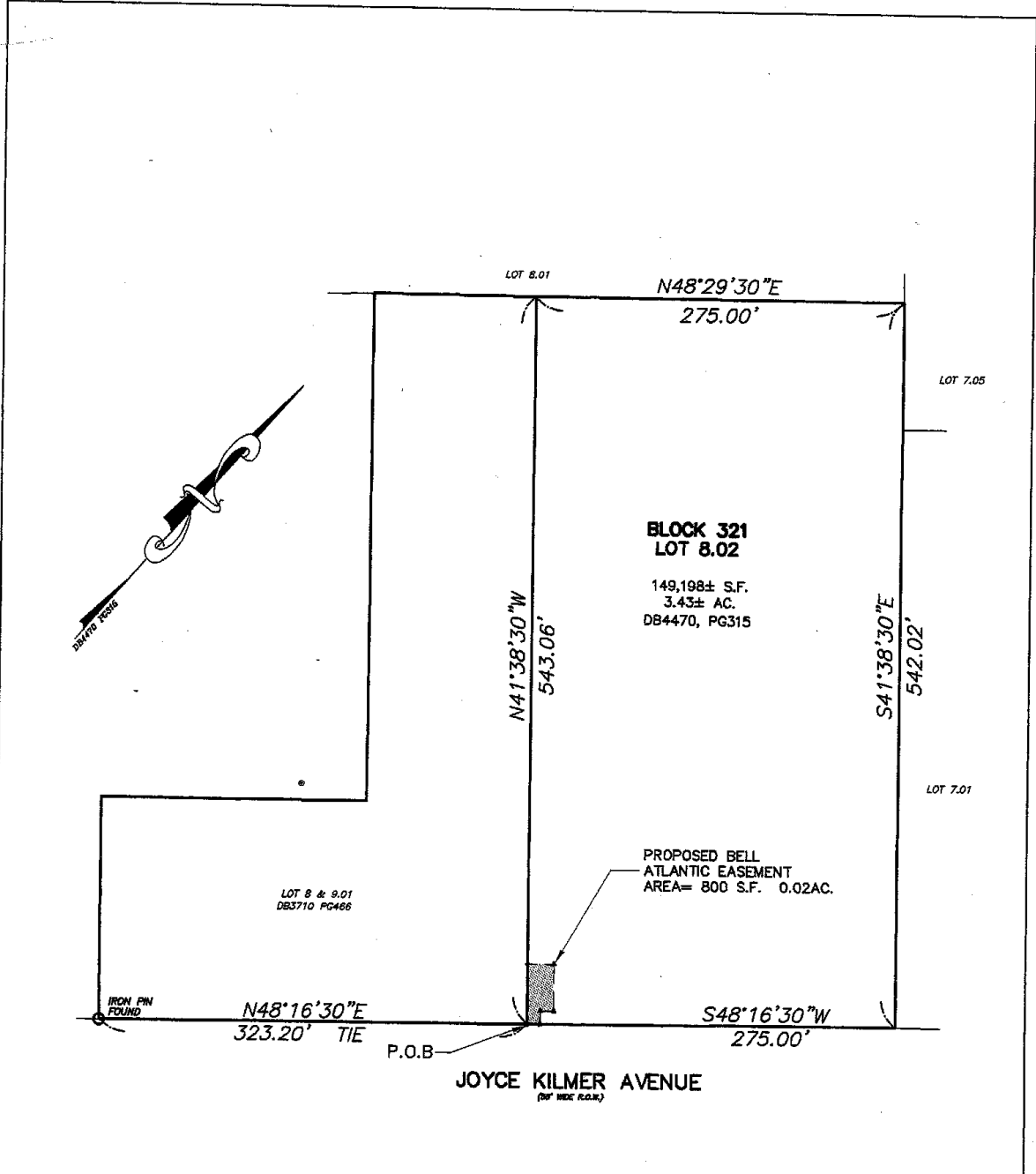
Middlesex

Block	Lot	Municipality	Property Address	Grantor	Grantee
682	2.A1	Edison	Parsonage Road	Colonial Village Assoc	Qwest
22	14.D	Edison	195 Carter Drive	Edison Equities	Qwest
242	16.03	New Brunswick	502 Jersey Avenue	Donald Gatarz	Qwest
22	14.E	Edison	245 Carter Drive	Edison PPI Distribution LLC	Qwest
48	7.A8	Edison	180 National Road	Parnes Investment Partners et al	Qwest
242.01	17.04	New Brunswick	550 Jersey Avenue	P & H LLC	Qwest
81	17	Metuchen	481 Memorial Parkway	J & L Smorol	Qwest
86	76	South Brunswick	Deans Pond Lane	Deans Pond LLC	Qwest
24.01	1.01	New Brunswick	150 Somerset Street	RWJ University Hospital, Inc.	Qwest
1601	7	Plainsboro	Plainsboro Road	800 Scudders LLC	Qwest
242	2.06	New Brunswick	100 Jersey Avenue	Vineyard Productions LLC	Qwest
86	26.03	South Brunswick	95 Gould Road	Mary Derwin	Qwest
86.01	2.01	South Brunswick	163 Major Road	William T. Gill	Qwest
48	7.A6	Edison	166 National Road	Palin 166 National Road LLC	Qwest
22	14.A	Edison	55 Carter Drive	55 Carter Drive LLC	Qwest
54	2.11	South Brunswick	5-9 Colonial Road	R E & C G Spahr	Qwest
40.01	8.01	New Brunswick	7 Johnson Drive	Johnson & Johnson	Qwest
110	42	Metuchen	Middlesex Avenue	PSEG Services Corp	Qwest
45	23.03	New Brunswick	90 Somerset Street	St Peters RC Church	Qwest
53	9	South Brunswick	BET. 30 & 32 Anderson Way	Dayton Monmouth Assoc	Qwest
242	3.02	New Brunswick	120 Jersey Avenue	120 Jersey Avenue, LLC	Qwest
242	16.02	New Brunswick	520 Jersey Avenue	Wakefield Realty Co Inc	Qwest
673	1.A2	Edison	Lincoln Hwy, Rte. 27	SRG1 LLC	Qwest
95	1	New Brunswick	6 Johnson Drive	Johnson & Johnson	Qwest
36	50	Metuchen	11-61 Middlesex Avenue	Metuchen Manor	Qwest
86	12	South Brunswick	206 Deans Lane	Circle A LLC	Qwest
25	1.02	New Brunswick	120 - 150 Paterson Street	RWJ Property Holding Corp	Qwest
448.23	1637	Woodbridge	600 Lincoln Hwy.	Morris Erbesh	Qwest
48	7.A12	Edison	183 National Road	Prologis-A3 NJ II LLC	Qwest
448.23	1621	Woodbridge	546-574 Lincoln Hwy.	Anthony, Jr. & Donna Ciccione	Qwest
448.23	1590	Woodbridge	490 Lincoln Hwy.	490 Route 27 Realty LLC	Qwest
321	7.01	New Brunswick	569 Joyce Kilmer Avenue	Eichert Family LLC	Qwest
448.23	1571	Woodbridge	450 Lincoln Hwy.	Adler-Niedweske	Qwest

Middlesex

Block	Lot	Municipality	Property Address	Grantor	Grantee
126.5	19	Metuchen	392 Wakefield Drive	Peter B. & Michele Brinkerhoff	Qwest
672	26.A	Edison	123 Lincoln Hwy.	123 Rt 27 Edison LLC	Qwest
185.01	1.02	New Brunswick	334 Handy Street	Ronald & Gwen Lubowicki	Qwest
673	1.A1	Edison	Leased PK Area	Chad Prop LLC	Qwest
672	24.D	Edison	125-143 Lincoln Hwy.	BGW LLC	Qwest
126.5	37	Metuchen	492 Wakefield Drive	Anthony & Mary Ellen Pecora	Qwest
124.2	1	Metuchen	2 Pleasant Place	Dorothy B. Hansen	Qwest
448.23	1612	Woodbridge	542 Lincoln Hwy.	Anthony, Jr. & Donna Ciccone	Qwest
126.5	24	Metuchen	7 Lee Court	Alex G. Duncan	Qwest
23	9	New Brunswick	48 French Street	RWJ Property Holding Corp	Qwest
116	25	Metuchen	383 - 389 Main & 10 Pearl	Jerry Salomone	Qwest
126.5	36	Metuchen	486 Wakefield Drive	Guy M. Theodore	Qwest
126.5	30	Metuchen	448 Wakefield Drive	Andrew J. Rubbo	Qwest
55	1	South Brunswick	613 Ridge Road	Compass Managing LLC	Qwest
672	29	Edison	143 Lincoln Hwy.	BGW LLC	Qwest
124.2	55	Metuchen	136 Hillside Avenue	Effie D. Smith	Qwest
52.E	5	Edison	32 Rieder Road	Joseph M. & Bonnie A. Penedos	Qwest
54	2.1	South Brunswick	661 Ridge Road	Miller Memorial Presbyterian Church	Qwest
123	1	Metuchen	3 Pleasant Place	Donald L. & Patricia Vanduyne	Qwest
52.E	4	Edison	30 Rieder Road	Steven C. & Louise Hand	Qwest
122	1	Metuchen	10 Station Place	Thomas W. & Sara A. Sharlow	Qwest
432.06	12	Woodbridge	111 Madison Street	Ralph & Florence Maglione	Qwest
448.23	1661	Woodbridge	Lincoln Hwy, Rte. 27	Morris Erbash	Qwest
56	6	South Brunswick	9 - 13 Maple Avenue	Compass Managing LLC	Qwest
126.5	34	Metuchen	474 Wakefield Drive	James & Mary Ann Kane	Qwest
242	1	New Brunswick	90 Jersey Avenue	Puerto Rican Action Board Inc	Qwest
86	28	South Brunswick	52 Gould Road	Joseph C., III, & Patricia M. Pietrefesa	Qwest
110	34	Metuchen	3 Central Avenue	District at Metuchen LLC	Qwest

MON, DEC 20, 1999 03:09 P JF F:\CADD\LD\1999\90722-07\DWG\F-5126A.DWG X-REFS, F:\CADD\LD\1999\90722-07\DWG\R-5126.DWG



GENERAL NOTES:

1. THIS MAP REPRESENTS CONDITIONS EXISTING ON SITE WITHIN THE BELL ATLANTIC EASEMENT AND IS SUBJECT TO ANY PERTINENT FACTS THAT A TITLE SEARCH MIGHT DISCLOSE.
2. PHYSICAL FEATURES OUTSIDE OF BELL ATLANTIC EASEMENT HAVE BEEN OMITTED PER A CONTRACTUAL AGREEMENT.
3. THE LOCATIONS AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE SITE ARE UNKNOWN, THEREFORE ARE NOT SHOWN.
4. THE INVESTIGATION OF ENVIRONMENTAL AND/OR SUBSURFACE CONDITIONS WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THE SITE IS NOT PART OF THIS MAPPING.
5. WETLANDS INVESTIGATION OF LOCATIONS ARE NOT PART OF THIS MAPPING.
6. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR USE OF THIS DOCUMENT FOR ANY OTHER PURPOSES INCLUDING, BUT NOT LIMITED TO THE USE SURVEY FOR A SURVEY AFFIDAVIT, RESALE OF PROPERTY, CONSTRUCTION OF FENCES OR OTHER MATERIAL ITEMS, OR TO ANY OTHER PERSON NOT LISTED DIRECTLY OR INDIRECTLY.
7. IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE PROFESSIONAL, IT IS IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

LEGEND

- IRON PIN FOUND
- △ PK SET
- ⊙ DRILLED HOLE
- PIN SET
- ⊗ EXISTING TREE
- X- EXISTING FENCE
- T- EXISTING SIGN
- ⊕ EXISTING UTILITY POLE
- G- EXISTING GAS MARKOUT

No.	REVISION	DATE
1	REVISE OUTBOUND	12/20/99
	DESCRIPTION	DATE
REVISIONS		

ACT ENGINEERS, INC.
WBE
 CIVIL ENGINEERING & SURVEYING

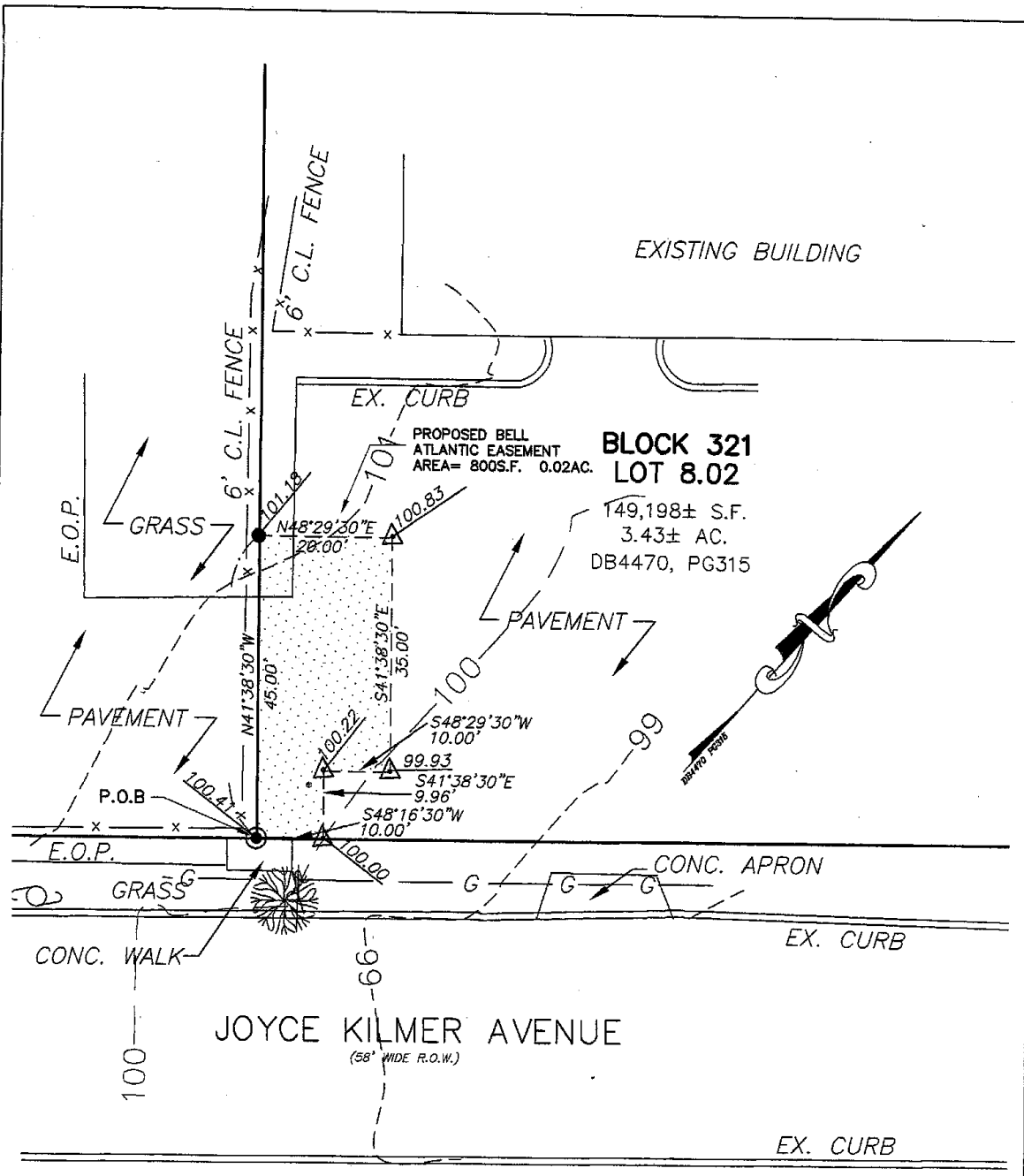
Michael J. McGuire
 MICHAEL J. MCGUIRE PROFESSIONAL LAND SURVEYOR N.J. LIC. No. 38748

Mercer Corporate Park
 380 Corporate Boulevard
 Robbinsville, NJ 08691
 (609)259-0647
 FAX (609)259-0853

EASEMENT SURVEY
FOR
BELL ATLANTIC
 BELL ATLANTIC CASE # 24-99-18
 LOT 8.02 BLOCK 321
 CITY OF NEW BRUNSWICK
 MIDDLESEX COUNTY NEW JERSEY

SCALE 1"=100	DATE 12/13/99	DRAWN BY J.F.	CHECKED BY MJM	CADD FILE F-5126A	PROJECT NO. 90722-07
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X-REFS, F:\CADD\LD\1999\90722-07\DWG\R-5126.DWG
 F:\CADD\LD\1999\90722-07\DWG\F-5126B.DWG
 MON, DEC 20, 1999 03:11 P. JF



GENERAL NOTES:

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1	REVISED OUTBOUND	12/20/99
No.	DESCRIPTION	DATE
REVISIONS		

ACT ENGINEERS, INC.
 WBE
 CIVIL ENGINEERING & SURVEYING

Michael J. McGuire
 MICHAEL J. MCGUIRE PROFESSIONAL LAND SURVEYOR N.J. LIC. No. 36748

Mercer Corporate Park
 360 Corporate Boulevard
 Robbinsville, NJ 08691
 (609)259-0647
 FAX (609)259-0853

EASEMENT SURVEY
FOR
BELL ATLANTIC
 BELL ATLANTIC CASE # 24-99-18
 LOT 8.02 BLOCK 321
 CITY OF NEW BRUNSWICK
 MIDDLESEX COUNTY NEW JERSEY

SCALE	DATE	DRAWN BY	CHECKED BY	CADD FILE	PROJECT NO.
1"=20'	12/13/99	J.F.	MJM	F-5126B	90722-07

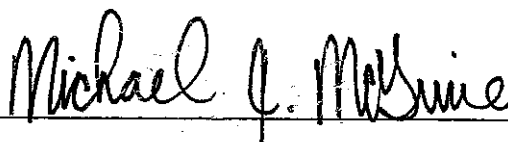
**DESCRIPTION OF A
PROPOSED BELL ATLANTIC EASEMENT TO
LOT 8.02, BLOCK 321
CITY OF NEW BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY**

All that certain lot, parcel or tract of land, situate and lying in the City of New Brunswick, County of Middlesex, State of New Jersey and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly right of way line of Joyce Kilmer Avenue (58' R.O.W.) said point being marked by a Drill Hole Set and being at the most southerly common corner of Lots 8 & 8.02, Block 321, and running, thence;

- 1.) North 41° 38' 30" West, a distance of 45.00 feet to a point marked by a Pin Set, thence;
- 2.) North 48° 29' 30" East, a distance of 20.00 feet to a point marked by a PK Set, thence;
- 3.) South 41° 38' 30" East, a distance of 35.00 feet to a point marked by a PK Set, thence;
- 4.) South 48° 29' 30" West, a distance of 10.00 feet to a point marked by a PK Set, thence;
- 5.) South 41° 38' 30" West, a distance of 9.96 feet to a point marked by a PK Set, thence;
- 6.) South 48° 16' 30" West, a distance of 10.00 feet to the point and place of BEGINNING.

Containing ±800 sq. ft. and being known as a portion of Tax Lot 8.02, Block 321, City of New Brunswick, Middlesex County, New Jersey referenced in Deed Book 4470, Page 315.



Michael J. McGuire NJPLS #36748



Eastern Land Services

August 8, 2024

Re: Title Number: 5198486-F-NJ-MP-ELS-B
Buyer: Faropoint Acquisitions, LLC, a Delaware limited liability company
Seller: U.S. Realty Financial Corp., a Delaware corporation, The Eichert Family, LLC, a New Jersey limited liability company, John D. Vitelli, Marie Vitelli, and Deugen Forterra New Brunswick LLC, a New Jersey limited liability company
Premises: 629 Joyce Kilmer Avenue, New Brunswick, NJ 08901
County: Middlesex
Block: 321 Lot: 8.02
695 Joyce Kilmer Avenue, New Brunswick, NJ 08901
County: Middlesex
Block: 321 Lot: 8.04
699 Joyce Kilmer Avenue, New Brunswick, NJ 08901
County: Middlesex
Block: 321 Lot: 9
705 Joyce Kilmer Avenue, New Brunswick, NJ 08901
County: Middlesex
Block: 321 Lot: 10

Dear Sir/Madam:

With reference to the above captioned matter, enclosed herewith please find our Title Commitment.

If you have any questions regarding same, please contact our office.

We look forward to working with you on this transaction.

Thank you.

Transaction Contacts:

Lisa Marie Kaspar (973) 929-2347 lkaspar@propertytg.com

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**American Land Title Association
New Jersey Variation**

- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions;
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**American Land Title Association
New Jersey Variation**

- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

NOTICE:

THE POLICY(IES) TO BE ISSUED PURSUANT TO THIS COMMITMENT CONTAIN AN ARBITRATION CLAUSE. BY ACCEPTING THE POLICY, THE COMPANY AND THE PROPOSED INSURED AGREE TO ARBITRATION AND UNDERSTAND AND AGREE THAT, SUBJECT TO THE TERMS OF THE ARBITRATION CLAUSE, THEY ARE BOTH WAIVING THEIR RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE THEIR DISPUTES WHICH ARISE OUT OF OR RELATE TO THE POLICY.

All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**American Land Title Association
New Jersey Variation**

The Proposed Insured may opt out of the arbitration provisions contained in the Policy by obtaining a New Jersey Waiver of Arbitration Endorsement. This endorsement is available upon request, and at no cost to the Proposed Insured.

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First American Title Insurance Company

IMPORTANT NOTICE AND DISCLOSURE

1. By law First American Title Insurance Company is required to advise you that the Title Insurance Commitment issued by us may contain conditions, exceptions, exclusions, limitations and requirements governing our liability and the coverage you may receive. **REAL ESTATE TITLE TRANSACTIONS ARE COMPLEX. THE COMPANY DOES NOT REPRESENT YOU AND CANNOT GIVE YOU LEGAL ADVICE. YOU ARE ENTITLED TO REVIEW THE TITLE INSURANCE COMMITMENT WITH AN ATTORNEY AT LAW OF YOUR OWN CHOOSING, AT YOUR EXPENSE, PRIOR TO THE TRANSFER OF TITLE. WE STRONGLY ADVISE THAT YOU DO SO.**
2. **THE ATTORNEY RETAINED BY YOU, OR BY YOUR LENDER, CLOSING OR SETTLING THIS TITLE IS NOT AN AGENT FOR AND DOES NOT ACT ON BEHALF OF First American Title Insurance Company. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS, COST, OR EXPENSE INCURRED BY YOU BECAUSE YOUR ATTORNEY OR YOUR LENDER'S ATTORNEY HAS MADE A MISTAKE OR MISAPPLIED YOUR FUNDS.** Because the attorney is not our agent, we assume no responsibility for any information, advice or title insurance promises the attorney may give or make. Our only liability to you is under the terms of the Commitment, Policy and Closing Service Letter if you choose to obtain one.
3. If you desire to obtain protection from this company regarding the application of your funds or compliance with requirements relating to the issuance of the proposed policy, the company will, on request and the payment of the fees filed with, and approved by, the Department of Insurance, provide for a settlement service.
4. By law we are also required to advise you that we have been asked to issue a mortgagee policy to the lender in the amount shown on Schedule A of the enclosed Title Insurance Commitment. If you have not already requested it, you have the right and opportunity to obtain title insurance in your own favor for an additional premium which we will quote on request.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Eastern Land Services, LLC
Issuing Office: 600 Parsippany Road, Suite 202, Parsippany, NJ 07054
Issuing Office's ALTA® Registry ID: 1040678
Commitment No.: 5198486-F-NJ-MP-ELS-B
Issuing Office File No.: 5198486-F-NJ-MP-ELS-B
Property Address: 629 Joyce Kilmer Avenue, New Brunswick, NJ 08901
695 Joyce Kilmer Avenue, New Brunswick, NJ 08901
699 Joyce Kilmer Avenue, New Brunswick, NJ 08901
705 Joyce Kilmer Avenue, New Brunswick, NJ 08901

SCHEDULE A

1. Commitment Date: June 17, 2024 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (07/01/21)
Proposed Insured: Faropoint Acquisitions, LLC, a Delaware limited liability company
Proposed Amount of Insurance: \$10,100,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.

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SCHEDULE A

(Continued)

4. The Title is, at the Commitment Date, vested in:

PARCEL ONE:

U.S. Realty Financial Corp., a Delaware corporation, which acquired title by Deed made by United States Realty & Investment Company, a New Jersey corporation, dated December 24, 1997 and recorded in the Office of the Middlesex County Clerk on January 8, 1998 in Book 4470, Page 314 .

PARCEL TWO:

The Eichert Family, LLC, a New Jersey limited liability company, which acquired title by Deed made by Joseph C. Eichert and Kathryn Marie Eichert, his wife, dated September 18, 2001 and recorded in the Office of the Middlesex County Clerk on October 17, 2001 in Book 4968, Page 333 .

NOTE: Said Deed covers subject premises and more

PARCEL THREE:

John D. Vitelli and Marie Vitelli, his wife, who acquired title by Deed made by Tenaco Realty Co. dated April 20, 1977 and recorded in the Office of the Middlesex County Clerk on May 2, 1977 in Book 2976, Page 138 .

PARCEL FOUR:

Deugen Forterra New Brunswick LLC, a New Jersey limited liability company, which acquired title by Deed made by Comstock Street Limited Liability Company, a New Jersey limited liability company, incorrectly referred to as Comstock Street NB, LLC, dated August 29, 2022 and recorded in the Office of the Middlesex County Clerk on September 19, 2022 in Book 19040, Page 1052 .

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A

(Continued)

Eastern Land Services, LLC

By:



Authorized Signatory

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Original photo identification for all parties to the transaction must be provided.
6. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we deem appropriate.
7. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at closing, the Company must be notified and this Commitment will then be modified accordingly.
8. This Company requires that a title continuation (or rundown) must be ordered not less than 24 hours before closing.
9. The Company requires that a NOTICE OF SETTLEMENT in connection with the transaction to be insured be filed pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more than sixty (60) days before, the anticipated date of recording of the closing documents. If the closing is postponed, a second Notice must be filed before the expiration of the first. If both a deed and mortgage are to be insured, two (2) Notices must be filed: one for the deed, and one for the mortgage.
10. Copy of HUD-1 (RESPA) or Closing Statement. Immediately upon closing of title to be insured hereunder, a copy of HUD-1, a copy of the payoff letter(s) of mortgage(s) that are paid off at closing and a copy of the check(s) issued to pay off same.

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SCHEDULE B

(Continued)

11. All resident sellers/grantors or exempt non-resident sellers/grantors must produce at closing a seller's residency certificate/exemption (New Jersey Tax Form GIT/REP-3).

All non-resident sellers/grantors must produce at closing either a non-resident seller's tax declaration (New Jersey Tax Form GIT/REP-1) together with the estimated tax payment; or a non-resident seller's tax prepayment receipt (New Jersey Tax Form GIT/REP-2) with the official seal of the director of taxation affixed.

Failure to provide one of these forms, fully completed and executed by seller/grantor will result in an immediate adjournment of the closing until the form is produced.

This Company assumes no responsibility or liability for determination of residency/exemption status and is prohibited by law from rendering such advice. Any seller/grantor unable to complete the applicable form should immediately contact an attorney for guidance if not represented by one

12. An Affidavit of Consideration for Use by Buyer (RTF-1EE) must be attached to any deed for consideration in excess of \$1,000,000.00.
13. An Affidavit of Consideration for Use by Seller (RTF-1) must be attached to any deed, regardless of the amount of consideration, when: (i) Seller/Grantor is seeking a full or partial exemption from Realty Transfer Fee. (ii) The conveyance consists of CLASS 4A, 4B, or 4C property.
14. With respect to the proposed Deed, we require:
- (i) Subject to compliance with Chapter 176, Laws of 1975 (Realty Transfer Tax on all conveyances). (if applicable)
 - (ii) Subject to compliance with Chapter 157, Laws of 1977 requiring reference to the tax lot and block numbers on all deeds. (if applicable)
 - (iii) Proof as to past and present marital status of the proposed Grantor(s). If divorce or death has occurred, this Company must be notified prior to closing of title so appropriate amendments and/or additional requirements can be given.
 - (iv) If Grantor is married or in a civil union and the subject premises is or ever has been used as a principal marital or civil union residence, spouse or civil union partner must join in the conveyance.

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SCHEDULE B

(Continued)

15. Taxes, charges, assessments and utilities:
(a) All taxes and other municipal charges are to be paid through and including the current quarter.
(b) Assessment search is attached.
(c) Tax search is attached. Subject to facts as set forth thereon.
NOTE: Continuation search will not include taxes unless expressly requested.
- NOTE: Tax and Assessment Search for Lot 8.04 to Follow
16. Superior Court of New Jersey and United States District Court Search: See Copies Attached.
Affidavit of Title must make specific reference to judgment search and specifically state that the judgments shown thereon are not against the deponent but persons of similar names or said judgments must be satisfied of record. (Attach a copy of judgment search to the Affidavit)
NOTE: For Child Support Judgments, if applicable, see attached Special Notice and Instructions.
17. Evidence that U.S. Realty Financial Corp. is a valid and subsisting corporation of the State of New Jersey and is authorized to hold and dispose of real estate, including evidence that said corporation is qualified to do business in this state, and that no lien exists for nonpayment of franchise taxes.
18. A copy of the Corporate Resolution of U.S. Realty Financial Corp. authorizing the sale of the premises herein described must be provided to this Company at or prior to closing.
19. Results of Corporate Franchise Tax Report on U.S. Realty Financial Corp.: Ordered, not yet received.
20. With reference to The Eichert Family, LLC, the following is required:
a. Proof that the Certificate of Formation, together with all amendments thereto, have been filed with the New Jersey Secretary of Treasury in accordance with N.J.S.A. 42:2C 1, et seq.
b. A copy of the operating agreement and any amendments thereto must be provided for review by this Company. This Company reserves the right to raise additional requirements and/or exceptions upon review.
c. Proof that the operating agreement has not been modified or amended and that there has been no change in the composition of the L.L.C. since its formation.
d. Proof that the L.L.C. continues to be a valid L.L.C. in compliance with N.J.S.A. 42:2C 1, et seq.
e. Proof that the L.L.C. has not classified itself as a corporation for Federal income tax purposes. If it has, then corporate franchise tax reports will be ordered.
21. A copy of the LLC resolution of The Eichert Family, LLC or Consent of Members authorizing the sale of the premises herein described must be provided to this Company at or prior to closing.

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SCHEDULE B

(Continued)

22. With reference to Deugen Forterra New Brunswick LLC, the following is required:
 - a. Proof that the Certificate of Formation, together with all amendments thereto, have been filed with the New Jersey Secretary of Treasury in accordance with N.J.S.A. 42:2C 1, et seq.
 - b. A copy of the operating agreement and any amendments thereto must be provided for review by this Company. This Company reserves the right to raise additional requirements and/or exceptions upon review.
 - c. Proof that the operating agreement has not been modified or amended and that there has been no change in the composition of the L.L.C. since its formation.
 - d. Proof that the L.L.C. continues to be a valid L.L.C. in compliance with N.J.S.A. 42:2C 1, et seq.
 - e. Proof that the L.L.C. has not classified itself as a corporation for Federal income tax purposes. If it has, then corporate franchise tax reports will be ordered.

23. A copy of the LLC resolution of Deugen Forterra New Brunswick LLC or Consent of Members authorizing the sale of the premises herein described must be provided to this Company at or prior to closing.

24. Should financing be a part of the insured transaction additional requirements will be raised for the Borrower.

25. THE INDICES DISCLOSE NO OPEN MORTGAGES OF RECORD. Grantor's and/or Mortgagor's Affidavit of Title must so specify. (as to Parcel One & Four)

26. Cancellation, release or other disposition of Mortgage and Security Agreement from The Eichert Family, LLC to Spencer Savings Bank, SLA, dated May 30, 2017, and recorded July 12, 2017 in Book 16821, Page 299 , to secure \$2,200,000.00. Said Mortgage was assigned by Assignment of Mortgage to Northeast Bank recorded in Book 18790, Page 221 .

In Connection Therewith:

Absolute Assignment of Rents, Income, Profits and Leases by and between The Eichert Family, LLC, as assignor, and Spencer Savings Bank, SLA, as assignee, dated May 30, 2017 and recorded July 12, 2017 in Book 16821, Page 340 . Said Assignment was assigned by Assignment of Assignment of Leases and Rents to Northeast Bank recorded in Book 18790, Page 227 .

NOTE: Covers subject premises and more

(as to Parcel Two)

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SCHEDULE B

(Continued)

27. Cancellation or other disposition of Mortgage from Joseph D. Vitelli and Marie Vitelli to Tenaco Realty Co., dated April 20, 1977, and recorded May 2, 1977 in Book 2477, Page 344 , to secure \$50,000.00, as affected by Book 203, Page 898.

NOTE: Said Mortgage is private; Company requires the Original recordable discharge at or prior to closing.

(as to Parcel Three)

28. Termination or release of UCC Financing Statement by and between The Eichert Family, LLC, as debtor, and Spencer Savings Bank, SLA, as secured party, filed July 12, 2017 in Book 2160, Page 137 . Said UCC was assigned to Northeast Bank, as secured party, by Book 18780, Page 797 . Said UCC was continued on July 2, 2022 by Book 18975, Page 738 . (as to Parcel Two)

29. The Company requires an accurate survey of the premises to be insured hereunder to omit certain exceptions and provide certain coverages.

30. I/We acknowledge receipt of Title Insurance Commitment as well as the Important Notice and Disclosure form prior to closing.

NOTE: Informational Note: Pursuant to the provisions of P.L. 2009, c. 123 (the County Homelessness Trust Fund Act"), N.J.S.A. 22A:4-17 is amended to permit counties to impose a recording surcharge of \$3.00 per document for any instrument submitted for recording (except assignments of mortgages). As the establishment of the fund is discretionary under the statute, please check with the applicable County Clerk/Register as to whether such fund has been established and, if so, the effective date for imposition of the surcharge. The following counties are known to have implemented the surcharge: Bergen, Cape May, Camden, Essex, Hudson, Mercer, Middlesex, Passaic, Somerset and Union."

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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SCHEDULE B

(Continued)

1. Notwithstanding any provision of the policy to the contrary, any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land) affecting the Title that would have been disclosed by an accurate and complete land title survey of the Land.
2. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
3. Rights or Claims or interest of parties in possession of the land not shown by the public record.
4. Easements, or claims of easements, not shown by the public record.
5. Any liens or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes, charges, assessments and utilities: See Attached; Lot 8.04 to Follow
7. Subject to added or omitted assessments pursuant to N.J.S.A. 54:4-63.1 et seq.
8. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only).
9. Rights of tenants in possession and/or under unrecorded lease agreements.
10. Rights of way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
11. Slope and drainage rights in and to that portion of the subject premises that lies within or abuts the Railroad.
12. Easements reserved in a Deed recorded in Book 1651, Page 283 . (as to Parcel One)
13. Easements to the Township of North Brunswick as set forth in a Declaration of Taking recorded in Book 3288, Page 531 . (as to Parcel One)
14. Right of Way Grant to Bell Atlantic-New Jersey, Inc. as set forth in Book 4731, Page 317 . (as to Parcel One)
15. Easement Agreement as set forth in Book 2887, Page 582 . (as to Parcel Two & Parcel Three)

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SCHEDULE B

(Continued)

16. Easement Agreement as set forth in Book 2912, Page 195 .(as to Parcel Two & Parcel Three)
17. Deed of Easement to the Township of North Brunswick as set forth in Book 3224, Page 937 . (as to Parcel Two)
18. Easements to the Township of North Brunswick as set forth in a Declaration of Taking recorded in Book 3288, Page 536 . (as to Parcel Two)
19. Easement as set forth in a Deed recorded in Book 3710, Page 465 . (as to Parcel Two)
20. Deed Notice as set forth in Book 4644, Page 745 . (as to Parcel Two)
21. Deed Notice as set forth in Book 4763, Page 626 .(as to Parcel Two)
22. Rights as set forth in a Deed recorded in Book 1787, Page 81 , Book 1843, Page 224 and Book 2976, Page 13
 . (as to Parcel Three)
23. Deed of Easement to the Township of North Brunswick as set forth in Book 3224, Page 932 . (as to Parcel Three)
24. Stormwater Maintenance Agreement as set forth in Book 5611, Page 894 . (as to Parcel Four)
25. Deed Notice as set forth in Book 6598, Page 82 . (as to Parcel Four)
26. Terms and conditions of a Purchase and Sale Agreement as evidenced by a Memorandum of Purchase and Sale Agreement recorded in Book 19486, Page 1370 . (as to Parcel Four)

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SCHEDULE C

The Land is described as follows:

All that certain lot, piece or parcel of land, situate, lying and being in the Town of New Brunswick, in the County of Middlesex, State of New Jersey, being more particularly described as follows:

PARCEL ONE:

BEGINNING in the northwesterly line of Codwise Avenue as now established at its intersection with the southwesterly line of lands now or formerly of Dominick Olivero, and running; thence

1. North 41 degrees 38 minutes 30 seconds West along said last mentioned lands, 542.02 feet to the most easterly corner of a tract of land conveyed to the United New Jersey Railroad & Canal Company by the United States Playing Card Company by Deed dated July 26, 1930 and recorded in the Office of the Middlesex County Clerk in Book 991 of Deed at page 81; thence
2. South 48 degrees 29 minutes 30 seconds West, along said last mentioned lands, 275 feet; thence
3. South 41 degrees 38 minutes 30 seconds East, along a new line this date established, 543.06 feet to the aforementioned northwesterly line of Codwise Avenue; thence
4. North 48 degrees 16 minutes 30 seconds West, along the said northwesterly line of Codwise Avenue, 275 feet to the point and place of BEGINNING

FOR INFORMATION PURPOSES ONLY: BEING known as 629 Joyce Kilmer Avenue, New Brunswick, NJ 08901, Tax Lot 8.02, Tax Block 321 on the Official Tax Map of New Brunswick, NJ.

PARCEL TWO:

TRACT ONE:

BEGINNING at a point at the intersection of the most southerly corner of Lot 8.03 with the most westerly corner of Lot 9.01 in Block 321, said point being located northwesterly 165 feet from an iron pipe along the northwesterly line of Joyce Kilmer Avenue (formerly known as Codwise Avenue), and running; thence

1. North 43 degrees 34 minutes East, 200 feet; thence
2. North 46 degrees 26 minutes West, 378.50 feet; thence
3. South 43 degrees 46 minutes 44 seconds West, 100 feet; thence

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SCHEDULE C

(Continued)

4. South 46 degrees 26 minutes East, 243.89 feet; thence
5. South 43 degrees 34 minutes West, 100 feet to a point; thence
6. South 46 degrees 26 minutes East, 135 feet to the point and place of BEGINNING

TRACT TWO:

BEGINNING at a point in the Northwesterly line of Joyce Kilmer Avenue (formerly Codwise Avenue), said point being the intersection of the said Northwesterly line of Joyce Kilmer Avenue and the northeasterly line of Reed Street if it were extended northwesterly, and running; thence

1. North 46 degrees 26 minutes West, 165 feet to a point; thence
2. North 43 degrees 34 minutes East, along line of lands now or formerly of E. Alton Dunn, et al., 200 feet to a point; thence
3. North 46 degrees 26 minutes West, along line of lands now or formerly of E. Alton Dunn, et al., 378.50 feet to a point; thence
4. North 43 degrees 46 minutes 44 seconds East, 123.99 feet to a point; thence
5. South 46 degrees 21 minutes East, 543.04 feet to a point in the Northwesterly line of Joyce Kilmer Avenue; thence
6. Along the said Northwesterly line of Joyce Kilmer Avenue, South 43 degrees 34 minutes West, 323.20 feet to the point and place of BEGINNING

FOR INFORMATION PURPOSES ONLY: BEING known as 695 Joyce Kilmer Avenue, New Brunswick, NJ 08901, Tax Lot 8.04, Tax Block 321 on the Official Tax Map of New Brunswick, NJ.

PARCEL THREE:

BEGINNING at a point in the northwesterly line of Codwise Avenue where the same is intersected by the prolongation northwestwardly of the southwesterly line of Reed Street, and running; thence

1. Northwesterly on said prolongation of Reed Street, and along the property now or formerly of Willette Corp., 270 feet to a corner; thence
2. Southwesterly along line of said Willette property and parallel with Codwise Avenue, 418.94 feet to property now or formerly of Ferodo and Abestos, Inc.; thence
3. Northwesterly along their line 303.50 feet to the southeasterly line of property now or formerly of the

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SCHEDULE C

(Continued)

Pennsylvania Railroad Co.; thence

4. Northeasterly along their line 566.81 feet to corner of property now or formerly of Utility Construction and property now or formerly of First National Bank of New Jersey (Trustees); thence

5. Southeasterly along their line 271.69 feet to another corner of said property of First National Bank of New Jersey; thence

6. Southwesterly along their line 100 feet to a point in the prolongation along their line 100 feet to a point in the prolongation of Reed Street; thence

7. Southeasterly along said prolongation of Reed Street 300 feet to the northwesterly side of Codwise Avenue; thence

8. Southwesterly along the southwesterly side of Codwise Avenue 50 feet to the place of BEGINNING

EXCEPTING THEREOUT and therefrom the parcel of land conveyed by Aetna Industrial Corporation to Flako Products Corporation by Deed dated November 30, 1954 and recorded in the Office of the Middlesex County Clerk in Book 1787, Page 81 .

FOR INFORMATION PURPOSES ONLY: BEING known as 699 Joyce Kilmer Avenue, New Brunswick, NJ 08901, Tax Lot 9, Tax Block 321 on the Official Tax Map of New Brunswick, NJ

PARCEL FOUR:

BEGINNING at the intersection of the Northwesterly line of Joyce Kilmer Avenue (f/k/a Codwise Avenue, 60.00 feet wide), 1,267.02 feet from the Northeasterly sideline of 9th Street, and running; thence

1. Along a portion of Lot 11.02, South 51 degrees 03 minutes 37 seconds East, a distance of 270.00 feet to a point; thence

2. South 38 degrees 45 minutes 23 seconds West, a distance of 418.94 feet to a point; thence

3. Along a portion of Lot 9.01, North 51 degrees 14 minutes 37 seconds West, a distance of 270.00 feet to a point in the Northwesterly line of Joyce Kilmer Avenue; thence

4. Along the Northwesterly line of Joyce Kilmer Avenue, North 38 degrees 45 minutes 23 seconds East, a distance of 419.80 feet to the point and place of BEGINNING

FOR INFORMATION PURPOSES ONLY: BEING known as 705 Joyce Kilmer Avenue, New Brunswick, NJ 08901, Tax Lot 10, Tax Block 321 on the Official Tax Map of New Brunswick, NJ

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



MIDDLESEX COUNTY CLERK

Return To:

Index DEED BOOK
Book 04731 Page 0317
No. Pages 0005
Instrument DEED W/O ABSTRA
Date : 1/14/2000
Time : 12:30:44
Control # 200001140365
INST# DE 2000 001079

Employee ID DALALB

U.S. REALTY FINANCIAL CORP.

RECORDING	\$	21.00
OVERCHARGE	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	21.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



Case

Cover sheet is part of Middlesex County filing record
Retain this page for future reference
Not part of the original submitted document



RIGHT-OF-WAY GRANT (CORPORATE)

In consideration of Fifteen Thousand Dollars (\$15,000.00) and other valuable consideration paid by BELL ATLANTIC-NEW JERSEY, INC., a corporation of the State of New Jersey, receipt whereof is hereby acknowledged, the undersigned do hereby grant and convey unto said BELL ATLANTIC-NEW JERSEY, INC., its associated and allied companies, their successors and assigns, an easement in perpetuity in, on, over, under and through our premises known and described as 631 Joyce Kilmer Avenue and shown as Lot 8.02, Block 321 on the tax map in the City of New Brunswick County of Middlesex and State of New Jersey, with the right to enter in and upon the same to construct, maintain, renew, repair and remove a line or lines of aerial and underground plant, equipment and appurtenant facilities, as said companies may deem necessary and proper for the operation of a communications system or systems, and the transmission and distribution of electricity the course of said line to run as more particularly hereinafter described or outlined on the map attached hereto and made a part hereof:

Said easement area is more particularly described on the survey drawings and description labeled Exhibit "A", page 1, 2, and 3 attached hereto and made a part hereof. The equipment to be installed shall include a Controlled Environmental Vault (CEV) and appurtenances.

Grantor(s) agree(s) to permit Grantee(s), entry onto the within right-of-way without notice, for exercising all easement rights herein granted.

It is agreed that said plant, equipment and facilities shall be kept in proper condition and that said companies shall further have the right to install service wires across lots, with poles and guys for the support thereof where needed; and the right to trim and keep trimmed, or cut and remove such tree or tree branches as may be required to maintain service at all times; the work shall be done with care and the sidewalks, streets and premises disturbed shall be restored to their proper condition by and at the expense of the companies.

The grantor covenants that it will warrant generally the rights above granted, will execute such further assurance of the same as may be requisite, and that the grantee shall have the quiet possession thereof free from all encumbrances.

In Witness whereof, the grantors have hereunto caused these presents to be duly signed and sealed this 10 day of Jan 2000

ATTEST:
(SEAL)

[Signature]

SECRETARY

U.S. REALTY FINANCIAL CORP.

[Signature]

PRESIDENT

DAVID BRAKA

STATE OF NEW JERSEY)
: SS.:
COUNTY OF New York

BE IT REMEMBERED, That on this 10th day of January, before me, a Notary Public of New Jersey, personally appeared DAVID BRAKA President of U.S. Realty Financial Corp, who, I am satisfied, is the person who has signed the within Instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; and that the within Instrument is the voluntary act and deed of such corporation, made by virtue of authority from its Board of Directors.

VERONICA A. SOUKUP
Notary Public, State of New Jersey
No. 41-4514110
Qualified in Queens County
Commission Expires June 30, 2001

[Signature]

NOTARY PUBLIC

MY COMMISSION EXPIRES

STATE OF NEW JERSEY)
: SS.:
COUNTY OF _____)

BE IT REMEMBERED, That on this ___ day of _____, before me the subscriber, personally appeared _____, who being by me duly sworn on his oath, says he is the _____ of _____, the corporation name in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by _____, who was at the date thereof the _____ of said corporation, in the presence of this deponent, and said _____, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

Sworn and subscribed to before me this
Day of _____

NOTARY PUBLIC
MY COMMISSION EXPIRES

RECORDED
INDEXED
JAN 14 PM 12:37
NOTARY PUBLIC

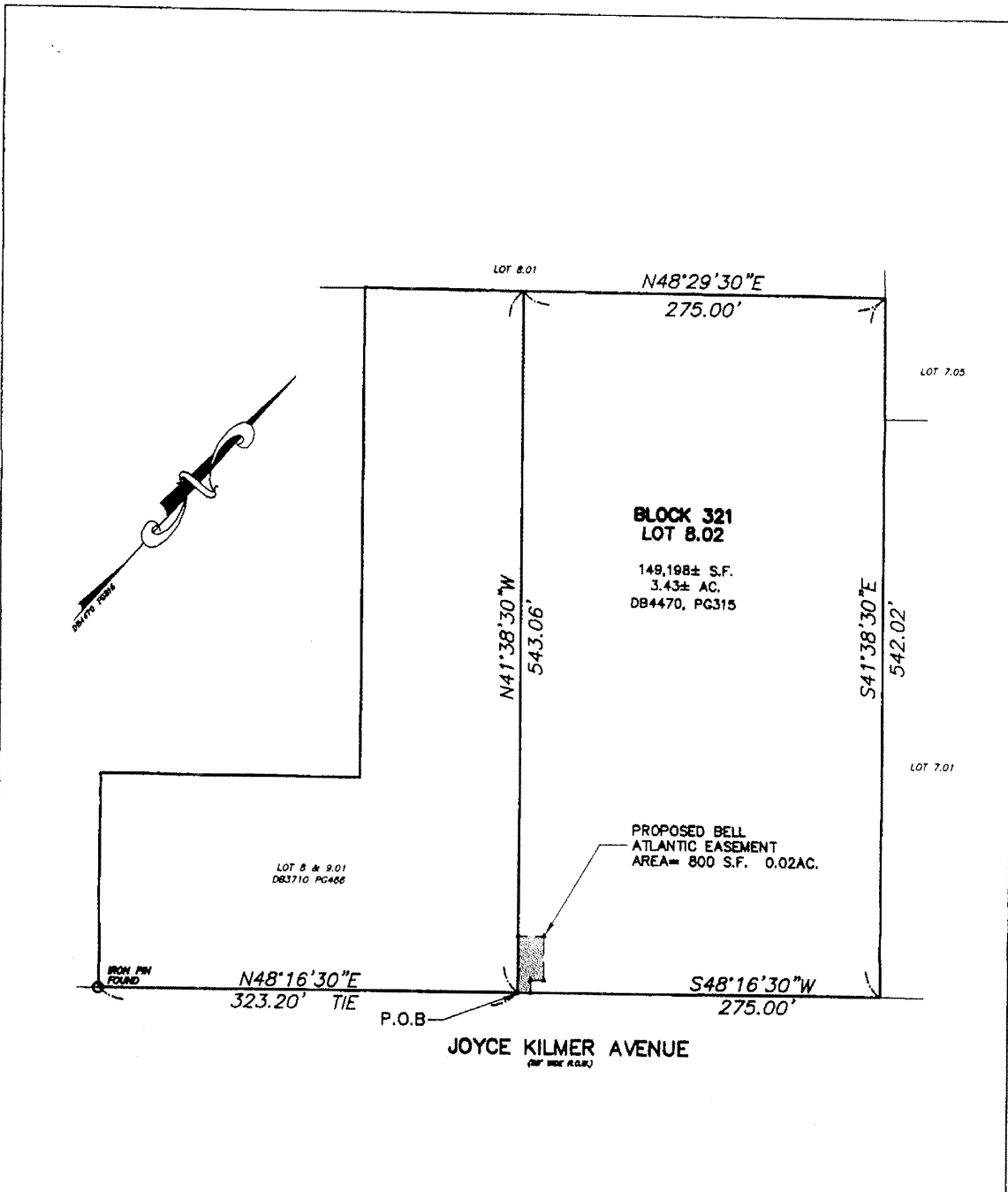
Prepared by: [Signature]
R. Handley
For R/W Agent, Bell Atlantic

Record and Return To:
Innovative Engineering, Inc.
1144 Hooper Avenue, Suite 209
Toms River, NJ 08753

X-REFS: F:\CADD\1999\90722-07\DWG\R-5126.DWG

F:\CADD\1999\90722-07\DWG\F-5126A.DWG

MON, DEC 20, 1999 03:09 P JF



GENERAL NOTES:

1. THIS MAP REPRESENTS CONDITIONS EXISTING ON SITE WITHIN THE BELL ATLANTIC EASEMENT AND IS SUBJECT TO ANY PERTINENT FACTS THAT A TITLE SEARCH MIGHT DISCLOSE.
2. PHYSICAL FEATURES OUTSIDE OF BELL ATLANTIC EASEMENT HAVE BEEN OMITTED PER A CONTRACTUAL AGREEMENT.
3. THE LOCATIONS AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE SITE ARE UNKNOWN, THEREFORE ARE NOT SHOWN.
4. THE INVESTIGATION OF ENVIRONMENTAL AND/OR SUBSURFACE CONDITIONS WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THE SITE IS NOT PART OF THIS MAPPING.
5. WETLANDS INVESTIGATION OF LOCATIONS ARE NOT PART OF THIS MAPPING.
6. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR USE OF THIS DOCUMENT FOR ANY OTHER PURPOSES INCLUDING, BUT NOT LIMITED TO THE USE SURVEY FOR A SURVEY AFFIDAVIT, RESALE OF PROPERTY, CONSTRUCTION OF FENCES OR OTHER MATERIAL ITEMS, OR TO ANY OTHER PERSON NOT LISTED DIRECTLY OR INDIRECTLY.
7. IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE PROFESSIONAL, IT IS IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

LEGEND

- IRON PIN FOUND
- △ PK SET
- DRILLED HOLE
- PIN SET
- EXISTING TREE
- X- EXISTING FENCE
- T- EXISTING SIGN
- ⊕ EXISTING UTILITY POLE
- G- EXISTING GAS MARKOUT

No.	REVISIONS	DATE
1	REVISE OUTBOUND	12/20/99

ACT ENGINEERS, INC.
WBE

CIVIL ENGINEERING □ SURVEYING

Michael J. McGuire

MICHAEL J. MCGUIRE PROFESSIONAL LAND SURVEYOR N.J. LIC. No. 38748

Mercer Corporate Park
360 Corporate Boulevard
Robbinsville, NJ 08891
(609)258-0847
FAX (609)258-0853

**EASEMENT SURVEY
FOR
BELL ATLANTIC**

BELL ATLANTIC CASE # 24-99-18

LOT 8.02 BLOCK 321

CITY OF NEW BRUNSWICK

MIDDLESEX COUNTY NEW JERSEY

SCALE 1"=100	DATE 12/13/99	DRAWN BY J.F.	CHECKED BY M.M.	CADD FILE F-5126A	PROJECT NO. 90722-07
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BK 473 | PG 3 | 9

EXHIBIT "A" PAGE 1

SHEET No. 1 OF 2

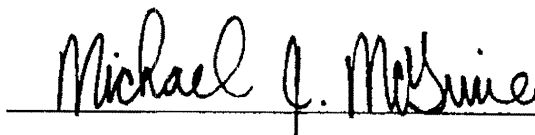
**DESCRIPTION OF A
PROPOSED BELL ATLANTIC EASEMENT TO
LOT 8.02, BLOCK 321
CITY OF NEW BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY**

All that certain lot, parcel or tract of land, situate and lying in the City of New Brunswick, County of Middlesex, State of New Jersey and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly right of way line of Joyce Kilmer Avenue (58' R.O.W.) said point being marked by a Drill Hole Set and being at the most southerly common corner of Lots 8 & 8.02, Block 321, and running, thence;

- 1.) North 41° 38' 30" West, a distance of 45.00 feet to a point marked by a Pin Set, thence;
- 2.) North 48° 29' 30" East, a distance of 20.00 feet to a point marked by a PK Set, thence;
- 3.) South 41° 38' 30" East, a distance of 35.00 feet to a point marked by a PK Set, thence;
- 4.) South 48° 29' 30" West, a distance of 10.00 feet to a point marked by a PK Set, thence;
- 5.) South 41° 38' 30" West, a distance of 9.96 feet to a point marked by a PK Set, thence;
- 6.) South 48° 16' 30" West, a distance of 10.00 feet to the point and place of BEGINNING.

Containing ±800 sq. ft. and being known as a portion of Tax Lot 8.02, Block 321, City of New Brunswick, Middlesex County, New Jersey referenced in Deed Book 4470, Page 315.



Michael J. McGuire NJPLS #36748

Certified to be a true copy

H.A. Teneralli

FILED

MAY 24 1982

D-8

M. Danaher
Clerk

TENERALLI, SHAMY & RYAN, ESQS.

699 GEORGES ROAD, P. O. BOX 186
NORTH BRUNSWICK, NEW JERSEY 08902
(201) 247-1133
ATTORNEYS FOR

Plaintiff

Plaintiff

TOWNSHIP OF NORTH BRUNSWICK, a
municipal corporation of New Jersey,

vs.

Defendant

UNITED STATES REALTY AND
INVESTMENT COMPANY, CITY OF
NEW BRUNSWICK, FIDELITY UNION
TRUST COMPANY, a New Jersey
Corporation, STATE OF NEW JERSEY,
NEW JERSEY BELL TELEPHONE
COMPANY,

SUPERIOR COURT OF
NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY

Docket No. L-39012-80

CIVIL ACTION

AMENDED DECLARATION
OF TAKING

Plaintiff, Township of North Brunswick, a municipal
corporation of New Jersey, in the County of Middlesex, and
State of New Jersey, having its principal offices at the
Municipal Building, Hermann Road, North Brunswick, New Jersey,
hereby declares that:

BOOK 3288 PAGE 531

3288-531 5.26.83

EASE

1. Possession of the land and premises described in the Amended Verified Complaint filed herein is hereby taken by and for the use of the Township of North Brunswick, a municipal corporation of New Jersey, in the County of Middlesex, and State of New Jersey.

2. The Township of North Brunswick is entitled to the exclusive possession and use of the premises aforesaid and will forthwith enter into and take possession of them pursuant to the provisions of Chapter 361 of the Laws of 1971; N.J.S.A. 40:56-7, as amended and supplemented; N.J.S.A. 40:56-1, et seq., as amended and supplemented and North Brunswick Township Ordinance 79-8, as amended and supplemented.

3. The premises hereby taken are described in "Exhibit A" annexed hereto, and is further identified on a map drawn by Schoor, DePalma & Gillen, Inc. and is identified as Parcel No. CNB-06 and as revised on March 20, 1981.

4. The estate or interest taken is an easement as set forth in "Exhibit A" annexed hereto, and which is further identified on a map drawn by Schoor, DePalma & Gillen, Inc. identified as Parcel No. NBT-15A, B & C, and as revised on June 11, 1980 and February 18, 1981.

5. The sum of money estimated by the Township of North Brunswick, a municipal corporation of New Jersey, to be just compensation for the taking is \$5,200.00, which sum is deposited with the Clerk of the Superior Court.

6. The names and addresses of all Condemnees known to the Township of North Brunswick, a municipal corpor-

ation of New Jersey, and the nature of their alleged interest in said property is as follows:

The owner of record of said land and premises is United States Realty and Investment Company, care of Walter R. Cohn, 972 Broad Street, Newark, New Jersey; other persons and corporations appearing of record to have an interest in the said land and premises and persons and corporations who have an interest therein as are known to plaintiff are: City of New Brunswick, care of William Cahill, City Clerk, City Hall, Bayard Street, New Brunswick, New Jersey, which by virtue of unpaid taxes or assessments has or may claim to have an interest therein; Fidelity Union Trust Company, a New Jersey Corporation, 765 Broad Street, Newark, New Jersey, which by virtue of a mortgage recorded in Mortgage Book 2571, page 289 ⁴⁻¹⁰⁻²⁸⁻⁸⁶ has or may claim to have an interest therein; State of New Jersey, care of Attorney General's Office, State House Annex, Trenton, New Jersey, which by virtue of unpaid franchise taxes, has or may claim to have an interest therein; New Jersey Bell Telephone Company, 540 Broad Street, Newark, New Jersey, which by virtue of a lease with UNEW Company, recorded in Deed Book 1670, page 179 and extension agreement of said lease recorded in Deed Book 3059, page 786 has or may claim to have an interest therein; Fidelity Union Trust Company, a New Jersey Corporation, 765 Broad Street, Newark, New Jersey, which by virtue of a lease between UNEW Company and New Jersey Bell Telephone Company assigned to it by an assignment recorded in Deed

Lawyers Title Insurance Corporation

A Stock Company

Home Office - Richmond, Virginia

SCHEDULE A-4 cont'd.

Description of a Proposed Twenty-five foot (25') wide Permanent Sanitary Sewer Easement, Parcel No. CNB-06, through Lot 8.02 Block 321, City of New Brunswick, County of Middlesex, State of New Jersey.

BEGINNING at a point in the Westerly line of Lot 7, Block 321, said point being the ending point of Course No.1 as described in Deed Book 1651 Page 283, also being the Northeast corner of Lot 8.02, Block 321; thence

1. South Forty-one degrees Thirty-eight minutes Thirty seconds East (S. $41^{\circ} 38' 30''$ E.) along the Westerly line of Lot 7, Block 321, a distance of Twenty-five and Zero Hundredths feet (25.00') to a point; thence
2. South Forty-eight degrees Twenty-nine minutes Thirty seconds West (S. $48^{\circ} 38' 30''$ W.) along the Southerly line of a Proposed Twenty-five foot (25.00') wide Permanent Sanitary Sewer Easement, a distance of Two hundred Seventy-five and Zero hundredths feet (275.00') to a point; thence
3. North Forty-one degrees Thirty-eight minutes Thirty seconds West (N. $41^{\circ} 38' 30''$ W.) along the Easterly line of Lot 8, Block 321, a distance of Twenty-five and Zero hundredths feet (25.00') to a point in the Southerly line of the Consolidated Rail corporation; thence
4. North Forty-eight degrees Twenty-nine minutes Thirty seconds East (N. $48^{\circ} 29' 30''$ E.) along the said Southerly line of the Consolidated Rail Corporation, a distance of Two hundred Seventy-five and Zero hundredths Feet (275.00') to the point and place of BEGINNING

Contains 0.158 Acres.

Also being subject to a Thirty-five foot (35.00') wide Temporary Construction Easement, as measured at right angles, parallel to and running contiguous to the Southerly line of the Proposed Twenty-five foot (25.00') wide Permanent Sanitary Sewer Easement.

Contains 0.221 Acres.

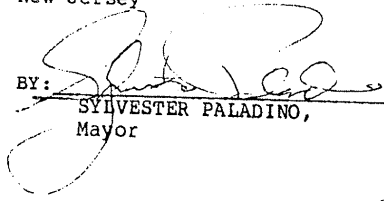
Being intended to describe a Proposed Twenty-five foot (25.00') wide Permanent Sanitary Sewer Easement, as shown on plat entitled "Lot 8.02, Block 321, Parcel No. CNB-06, Tax Map Sheet Number 74, City of New Brunswick, Middlesex County, New Jersey" prepared by Schoor, DePalma & Gillen, dated February 28, 1980. Revised 20th March, 1981.

BOOK 3288 PAGE 534

"Schedule A"

Book 3060, page 743 has or may claim to have an interest therein.

TOWNSHIP OF NORTH BRUNSWICK
A Municipal Corporation of
New Jersey

BY: 
SYLVESTER PALADINO,
Mayor

Dated: May 16, 1982

05521
RECEIVED AND RECORDED
MUNICIPAL CLERK
NEW BRUNSWICK, N.J.

83 MAY 26 9 05
BOOK 3288 PAGE 531

THOMAS J. SYNEUX
MUNICIPAL CLERK

00 00710008 850 892355-
1400
Co

BOOK 3288 PAGE 535

This Indenture,

BOOK 1651 PAGE 283

Made the twenty-fourth day of November, in the year of our Lord
One Thousand Nine Hundred and fifty-two.
Between
ABE YACHES, single,

711
31 25

of the City of Middlesex and State of New Jersey
of New Brunswick in the County of New Jersey
party of the first part:
And

UNEW COMPANY, a corporation of the State of New Jersey
having its principal place of business at 972 Broad Street, in
the City of Newark, County of Essex and State of New Jersey,

party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of

ONE DOLLAR (\$1.00) and other good and valuable considerations

lawful money of the United States of America,

to him in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, All that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of New Brunswick in the County of Middlesex and State of New Jersey.

BEGINNING in the Northwesterly line of Codwise Avenue as now established at its intersection with the Southwesterly line of lands now or formerly of Dominick Olivero; thence running (1) North forty-one degrees thirty-eight minutes thirty seconds West (N 41° 38' 30" W) along said last mentioned lands, five hundred forty-two and two one-hundredths (542.02) feet to the most Easterly corner of a tract of land conveyed to the United New Jersey Railroad & Canal Company by the United States Playing Card Company by deed dated July 26, 1930 and recorded in the Middlesex County Clerk's Office in Book 991 of Deeds at page 81; thence (2) South forty-eight degrees twenty-nine minutes thirty seconds West (S 48° 29' 30" W) along said last mentioned lands, two hundred seventy-five (275) feet; thence (3) South forty-one degrees thirty-eight minutes thirty seconds East (S 41° 38' 30" E) along a new line this date established, five hundred forty-three and six one-hundredths (543.06) feet to the aforesaid Northwesterly line of Codwise Avenue; thence (4) North forty-eight degrees sixteen minutes thirty seconds East (N 48° 16' 30" E) along the said Northwesterly line of Codwise Avenue, two hundred seventy-five (275) feet to the place of Beginning.

BEING part of the same lands and premises conveyed to the party of the first part by deed of The United States Playing Card Company, a corporation etc. dated May 7, 1952, and recorded in Middlesex County Clerk's Office in Book 1619 of Deeds page 301

The party of the first part does hereby reserve for himself, his heirs and assigns an easement over the rear thirty (30) feet of the lands and premises herein conveyed, for the purpose of installing, maintaining and using a railroad siding for the use and benefit of the remaining lands of the party of the first part, which adjoin the lands and premises herein conveyed on the west. The party of

8008

1651.283: 11.24.52

the second part, its successors and assigns, shall have the right of use of said siding. In the event the party of the first part, his heirs or assigns, brings the siding from his own lands, which said lands immediately adjoin the lands and premises - - - - - conveyed on the west, the party of the second part, its successors and assigns, shall have the right of use to such siding and shall also have the right to continue said siding to and over the lands and premises herein conveyed so as to have access to the same main railroad line; it being the intent that both parties hereto shall have the use of the said railroad siding, when constructed, provided its free use is not interfered with by either party.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the above described premises, and every part and parcel thereof, with the appurtenances To have and to hold, all and singular, the above mentioned premises, together with the appurtenances, unto the said party of the second part its successors and assigns, to their own proper use, benefit and behoof forever.

And the said party of the first part for himself, his heirs, executors and administrators, do es covenant, grant and agree to and with the said party of the second part, its successors and assigns, that the said party of the first part - - - - - is lawfully seized in possession of a good, absolute, and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted, bargained and described premises, with the appurtenances and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid.

And that the said party of the second part, its successors and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part, his heirs or assigns, or of any other person or persons lawfully claiming or to claim the same.

And that the same now are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind soever

And also, that the said party of the first part, and his heirs, and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest of, in or to the hereinbefore granted premises, by, from, or in trust for them, shall and will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part, its successors and assigns, make, do, and execute, or cause or procure to be made done or executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part, its successors and assigns forever, as by the said party of the second part, its successors or assigns, or their counsel learned in the law, shall be reasonably advised or required

And the said party of the first part, his heirs, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part its successors and assigns, against the said party of the first part, and his heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

ABE YACHES (LS)

JOHN A. LYNCH



State of New Jersey, } ss:
County of MIDDLESEX

Be it Remembered, That on this 24th day of November
in the year of our Lord One Thousand Nine Hundred and fifty-two before me,
the subscriber, An Attorney at Law of New Jersey

personally appeared ABE YACHES, single,

who, I am satisfied, is the grantor mentioned in the within Instrument, to
whom I first made known the contents thereof, and thereupon he acknowledged that
he signed, sealed and delivered the same as his voluntary act and
deed, for the uses and purposes therein expressed.

John A. Lynch

JOHN A. LYNCH
AN ATTORNEY AT LAW OF NEW JERSEY

Deed.

ABE YACHES, single,

TO

UNEW COMPANY, a corp.
of New Jersey

Dated, NOVEMBER 24th 19 52

Received in the Clerk's Office of
the County of Mdx. on
the 24 day of Nov A. D.
19 52, at 1:37 o'clock in the after noon
and Recorded in Book 1651 of DEEDS
for said County, on page 283

CLERK

John A. Lynch
7. p. h. d.
JOHN A. LYNCH
COUNSELLOR AT LAW
1 ELM ROW
NEW BRUNSWICK, N. J.

Contracts

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Fourth Amendment**") is made as of the 29th day of October, 2024, by and between **EICHERT FAMILY LLC**, a New Jersey limited liability company, having an address at 695 Joyce Kilmer Avenue, New Brunswick, New Jersey 08901 ("**Seller**") and **FIVF-III-SOLAR LLC**, a Delaware limited liability company **FP-DG JOYCE KILMER OWNER LP**, a Delaware limited partnership, each having an address at 111 River Street,, 10th Fl., Hoboken, New Jersey 07030 ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller and Purchaser are parties to that certain Purchase and Sale Agreement dated October 28, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement dated February 16, 2023 (the "**First Amendment**"), as further amended by that certain Second Amendment to Purchase and Sale Agreement dated March 28, 2023 (the "**Second Amendment**"), as further amended by that certain Third Amendment to Purchase and Sale Agreement dated June 2023 (the "**Third Amendment**"), Assignment and Assumption Agreement dated August 29, 2024 and Assignment and Assumption Agreement dated August 29, 2024 (collectively, the "**Agreement**") with respect to property located at 569/625 and 695 Joyce Kilmer Avenue, in the City of New Brunswick, County of Middlesex and State of New Jersey (the "**Property**"), as more fully described in said Agreement;

WHEREAS, Purchaser's diligence of the Property identified certain environmental conditions at the Property that Purchaser's consultant advises may require remediation and related compliance work pursuant to applicable Environmental Laws (as defined in the Environmental Escrow Agreement);

WHEREAS, as a result of such remediation, related compliance work and open title issues, Seller and Purchaser desire to bifurcate the Closing of the Property in two (2) separate Closing.

WHEREAS, after Closing, subject to the terms and conditions of the Agreement and a full reservation of rights thereunder and in accordance with the Environmental Escrow Agreement, Purchaser plans to redevelop the Property and plans to conduct certain Remediation Activities (as defined in the Environmental Escrow Agreement) in connection with such environmental conditions; provided, however, that Purchaser shall have no obligation and does not assume the responsibility to conduct any Remediation Activities under the Agreement, this Amendment, the Environmental Escrow Agreement or any related or underlying agreements;

WHEREAS, pursuant to the terms of this Fourth Amendment, subject to the terms and conditions of the Agreement and a full reservation of rights thereunder and in accordance with the Environmental Escrow Agreement, Seller agrees to cooperate with Purchaser in Purchaser's efforts to conduct such Remediation Activities until Purchaser achieves Environmental Compliance (as defined in the Environmental Escrow Agreement);

WHEREAS, pursuant to the terms of this Fourth Amendment, subject to the terms and conditions of the Agreement and a full reservation of rights thereunder and in accordance with the

Environmental Escrow Agreement, Seller agrees to keep Seller's corporate status in good standing with the State of New Jersey;

WHEREAS, pursuant to the terms of this Fourth Amendment, at Closing, subject to the terms and conditions of the Agreement and a full reservation of rights thereunder and in accordance with the Environmental Escrow Agreement, Seller agrees to deposit the sum of Eight Hundred Thousand Dollars (\$800,000.00) in escrow for the purposes described herein; and

WHEREAS, Seller and Purchaser desire to modify and amend the Agreement on the terms set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements contained herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true, correct and incorporated herein. The terms of the Agreement are incorporated herein by reference. Unless otherwise defined herein, defined terms contained in the Agreement shall have the same meaning when used herein. In the event of any conflict between the terms of this Amendment and those contained in the Agreement, this Amendment shall prevail, subject, however to each parties' full reservation of its respective rights under the Agreement.

2. Seller agrees, at Seller's sole cost and expense, to cooperate with Purchaser in Purchaser's efforts to conduct Remediation Activities until Purchaser achieves Environmental Compliance, including without limitation, by providing consents, signatures, or the like in connection with any applications or submissions to NJDEP or other governmental authority.

3. At the Initial Closing (as hereinafter defined), Seller shall deposit an amount equal to Two Hundred Thousand Dollars (\$200,000.00) into escrow with Escrow Agent and at the Final Closing, Seller shall deposit an amount equal to Five Hundred Thousand Dollars (\$600,000.00) into escrow with Escrow Agent (collectively, the "**Environmental Escrow**"), which funds shall be used by Seller and Purchaser for the sole purpose of conducting certain Remediation Activities (as defined in the Environmental Escrow Agreement). The Environmental Escrow shall be held and disbursed pursuant to the terms of the Environmental Escrow Agreement attached to this Amendment as Exhibit A and made a part hereof (the "**Environmental Escrow Agreement**"). At Closing, Seller and Purchaser shall (and shall cause Escrow Agent to) execute and deliver the Environmental Escrow Agreement and the same shall be included as part of Seller's Closing Documents and Purchaser's Closing Documents.

4. In addition to the foregoing, Seller and Purchaser agree, that the first Closing shall occur on that certain portion of the Property known as 695 Joyce Kilmer Avenue, New Brunswick, New Jersey (the "Initial Closing"). Following the Initial Closing, the second Closing shall occur on the remaining portion of the Property known as 569 Joyce Kilmer Avenue, New Brunswick, New Jersey (the "Final Closing"). The Final Closing shall occur following the satisfaction of all condition's precedent set forth in the Purchase and Sale Agreement, including but not limited resolving the open title issue as it relates to those certain rogue deeds and that portion of land owned by the adjacent property owner and referred to as the 19" strip of land on Purchaser's

Survey, to Purchaser's sole and absolute satisfaction. Following the Initial Closing, Seller shall assist Purchaser, at Seller's sole cost and expense in properly acquiring the 19" strip of land and clearing all title issues related thereto, which shall include Purchaser's ability to obtain an owners title policy for such 19" strip of land and obtain title insurance for access over same.

5. Seller and Buyer hereby ratify and affirm the Agreement, subject only to the terms of this Amendment.


6. Capitalized terms not defined in this Amendment or the Environmental Escrow Agreement, as applicable, shall have the meaning ascribed to them in the Agreement.

7. This Amendment may be executed in counterparts and/or by facsimile or electronic transmission of a party's signature.

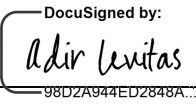
[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to be executed and delivered by duly authorized persons on the day and year first above written.

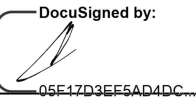
SELLER:
EICHERT FAMILY LLC

By: 
Name: Joseph C. Eichert
Title: Member

PURCHASER:
FIVF-III-SOLAR LLC

By: 
Name: _____
Title: Authorized signatory

FP-DG JOYCE KILMER OWNER LP

By: 
Name: _____
Title: Authorized signatory

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this “Agreement”), made as of the 20 day of December, 2024 (the “Effective Date”), by and between **U.S. REALTY FINANCIAL CORP.**, a Delaware corporation (“Seller”), having an address at 450 Seventh Avenue, 45th Floor, New York, New York 10123, and **FIVE-III-SOLAR LLC**, a Delaware limited liability company (“Purchaser”), having an address at 111 River Street, 10th Floor, Hoboken, New Jersey 07030.

WITNESSETH:

WHEREAS, Seller is the owner of certain land(s), building(s) and improvements situated in the City of New Brunswick, County of Middlesex and State of New Jersey (the “State”), commonly known as 631 Joyce Kilmer Avenue, and identified on the tax assessment map of said City of New Brunswick as Lot 8.02 in Block 321 (the “Neighboring Parcel”);

WHEREAS, Purchaser is under contract to purchase those certain lands(s), building(s) and improvements adjacent to the Neighboring Parcel located in the City of New Brunswick, County of Middlesex and State of New Jersey (the “State”), commonly known as 569 Joyce Kilmer Avenue (the “Contract Property”);

WHEREAS, a portion of the Neighboring Parcel has been utilized by the Contract Property for access to and from the Contract Property and pursuant to historical information, has been for over fifty years; and .

WHEREAS, Seller is desirous of selling the a portion of the Neighboring Parcel (as hereinafter defined) and Purchaser is desirous of purchasing a portion of the Neighboring Parcel on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein made, it is agreed as follows:

1. **RECITALS; EXHIBITS AND SCHEDULES.** The recitals set forth above are incorporated by reference as if fully set forth at length herein. Seller and Purchaser sometimes referred to herein individually as a “Party” and collectively as the “Parties.” All Exhibits and Schedules referred to herein are annexed hereto and made a part hereof.

2. **AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter contained, the following: All that certain lot, piece or parcel of land, which is a portion of the Neighboring Parcel totaling approximately 7,182 square feet and more particularly described in the metes and bounds descriptions contained in the Deeds recorded in the Clerk’s Office of Middlesex County in Books 32,40, page 098 et seq., and Book 3649, page 806 et seq, respectively, together with the other improvements thereon (other improvements described as fences, berms and/or curbing as well as any and all signs) (said land and other improvements being collectively herein called the “Real Property”). The Real Property shall be surveyed, and a legal description shall be mutually agreed upon between the parties and perfected pursuant to that certain Minor Subdivision Application, which a draft is attached hereto as Exhibit A;

The Real Property may sometimes herein be called the “Property.”

3. **PURCHASE PRICE.** The purchase price (the “Purchase Price”) for the Property is FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS payable by Purchaser to Seller at Closing, by wire transfer or bank check. Such funds shall be disbursed in accordance with disbursement instructions which Seller shall furnish to Purchaser, or Purchaser’s counsel prior to Closing.

4. **TITLE AND SURVEY.**

(a) Seller shall convey to Purchaser at Closing valid, marketable and insurable fee title to the Real Property subject only to the matters of record which are acceptable to Purchaser, in its sole and exclusive judgment (the “Permitted Encumbrances”) and free and clear of all leases, licenses and tenancies. “Marketable title” shall mean such title as a recognized title insurance company doing business in the State of New Jersey shall insure at standard rates, subject only to usual printed exceptions and Permitted Encumbrances.

(b) Purchaser, at its option, may obtain a new or updated survey (collectively, the “Survey”). Purchaser, at its expense and at its option, may apply to a title insurance company licensed to do business in the State, selected by Purchaser (the “Title Company”) for a binding, irrevocable commitment in form acceptable to Purchaser (the “Title Commitment”) for a title insurance policy to be issued to Purchaser (the “Title Policy”) in an amount reasonably requested by Purchaser effective as of the date of Closing (i.e., no “gap”), evidencing that Seller owns and can convey valid, marketable and insurable fee title to the Real Property.

(c) If any Title Defect (as hereinafter defined) consists of a mortgage or other lien of a specified or readily ascertainable dollar amount or if any subsequent encumbrances shall be placed on the Property, Seller shall be required to remove the same by payment, bonding, causing the Title Company to insure over the same or otherwise. As used herein, the term “Title Defect” shall mean, collectively: (i) any liens, encumbrances or other title exceptions or state of facts or any other matter shown on or not included in the Title Commitment or Survey, other than Permitted Encumbrances, which Purchaser, in its sole and exclusive judgment, does not approve, does not agree to have title subject or finds unsatisfactory; and (ii) any Title Company requirements which Purchaser requests that Seller must satisfy.

5. **DUE DILIGENCE PERIOD.** Purchaser shall, at Purchaser’s own cost and expense, have the right to access the Property upon prior written notice to Seller to perform a survey in order to submit the Minor Subdivision Application to the City of New Brunswick (the “City”). Seller shall have ten (10) days following receipt of the subdivision survey to review and approve same which shall be used in connection with subdivision approval with the City (the “Due Diligence Period”). If the Parties cannot agree on a final subdivision survey on or before the expiration of the Due Diligence Period, Purchaser shall have the right to terminate this Agreement by giving written notice of termination to Seller on or before the last day of the Due Diligence Period.

6. **INTENTIONALLY OMITTED.**

7. **TRANSACTION COSTS.**

(a) Purchaser will pay the following costs of closing this transaction:

(i) All Deed recordation fees and expenses due in connection with the recordation of the Deed, including the additional one percent fee imposed by N.J.S.A. 46:15-7.2 to the extent due and payable in connection with the sale hereunder;

(ii) All settlement fees and other charges of the Title Company;

(iii) The premiums, title search fees and all other costs relating to the issuance of the Title Policy, and any and all special endorsements issued in connection with this transaction, whether pursuant to the Title Commitment or otherwise;

(iv) The cost of any Survey obtained by Purchaser;

(v) All realty transfer fees and taxes due in connection with the recordation of the Deed, other than the additional one percent fee imposed by N.J.S.A. 46:15-7.2; and

(vi) The fees and disbursements of Purchaser's counsel and other professionals and consultants engaged by Purchaser; and any other expenses(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing of this transaction.

(b) Seller will pay the following costs of closing this transaction:

(i) The fees and disbursements of Seller's counsel and other professionals and consultants engaged by Seller;

(ii) Intentionally omitted; and

(iii) All fees and costs incurred in removing Title Defects, including discharging or otherwise removing any mortgage, lien or other encumbrance.

8. **INTENTIONALLY OMITTED.**

9. **INTENTIONALLY OMITTED.**

10. **INTENTIONALLY OMITTED.**

11. **CLOSING.**

(a) The delivery of the Deed (as hereinafter defined in subparagraph (b) below) and consummation of the subject transaction (the "Closing") shall be held remotely via the exchange of original documents and signatures in escrow to the Title Company on or before

the date that is ten (10) days following the Subdivision Approval (as hereinafter defined) (the "Closing Date").

(b) At Closing, Seller shall execute and/or deliver to Purchaser (or to the Title Company or Purchaser's counsel on behalf of Purchaser, as applicable, or if Closing occurs through an escrow), the following:

(i) A Bargain and Sale Deed With Covenants Against Grantor's Acts (the "Deed"), in recordable form, duly executed and acknowledged so as to convey to Purchaser good, marketable and insurable title, as aforesaid, to the Real Property, free and clear of all liens and encumbrances, except the Permitted Encumbrances or as otherwise set forth herein. Seller shall include in the Deed the legal description of the Real Property prepared by Purchaser's surveyor, if any. The Deed shall be accompanied by Seller's payment to the register, clerk or other appropriate governmental office of any and all forms, transfer taxes and/or fees, in the required form or amounts;

(ii) Intentionally omitted;

(iii) An affidavit of title, including showing that any judgments, bankruptcies or other returns disclosed by a title search are against other persons having names the same as or similar to Seller or any predecessor in title and are not against Seller or any predecessor in title and such other documents as Purchaser, Purchaser's counsel or the Title Company reasonably may require in order to record the Deed and render and/or insure title to the Property to be in the condition described in Paragraph 4 hereof;

(iv) If applicable, an affidavit of consideration, a Seller's Residency Certification Exemption and/or such other documents as shall be required or requested by the Title Company in connection with completing the transaction, in form and substance reasonably satisfactory to the Title Company;

(v) An assignment to Purchaser of all of Seller's right, title and interest in any existing proceedings for the reduction of the assessed value of the Real Property and an executed stipulation of substitution of counsel with respect to such proceeding in favor of counsel designated by Purchaser, in accordance herewith;

(vi) A closing statement;

(vii) An affidavit or certification of Seller dated as of Closing stating that all representations and warranties of Seller contained herein are true, accurate and complete as of Closing;

(viii) If applicable, all certificates of occupancy in Seller's possession with respect to the Real Property;

(ix) Intentionally omitted;

(x) Certified resolutions of Seller or other evidence of authority authorizing the transaction provided for herein;

(xi) a FIRPTA affidavit in form reasonably satisfactory to Purchaser to the effect that Seller is not a “foreign person”;

(xii) Such affidavits; “mechanic’s lien”, “gap”, “parties in possession” or other Seller indemnities; evidence of authority; releases of liens; or other instruments as the Title Company reasonably may request;

(xiii) Any and all forms required for this transaction with respect to the law of the State; and

(xiv) Such other instruments as the Title Company reasonably may desire in connection with or to consummate the transactions contemplated by this Agreement.

(c) At Closing, Purchaser shall execute and/or deliver to Seller (or the Title Company on behalf of Seller, as applicable, or if Closing occurs through an escrow) the following:

(i) The Purchase Price required pursuant to Paragraph 3 hereof,

(ii) A certified resolution of Purchaser or other evidence of authority authorizing the transaction provided for herein;

(iii) An affidavit or certification of Purchaser dated as of Closing stating that all representations and warranties of Purchaser contained herein are true and complete as of Closing;

(iv) The closing statement; and

(v) Such other instruments as Title Company reasonably may desire in connection with or to consummate the transactions contemplated by this Agreement.

Drafts of all documents to be prepared and/or delivered by Seller or Purchaser pursuant to this Paragraph 11 shall be delivered to counsel for the other party for review and approval at least five (5) business days before Closing.

12. **POSSESSION**. Seller shall deliver to Purchaser, and Purchaser shall accept possession of the Property from Seller at the time of Closing, and thereafter, Purchaser shall be entitled to take any rents, issues and profits of the Property to its own use.

13. **CONDEMNATION**. If, prior to Closing, all or any portion of the Real Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or in the event of a conveyance in lieu thereof, Seller promptly shall notify Purchaser of such fact and Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than thirty (30) days after the date Seller notifies Purchaser as aforesaid. If this Agreement is so terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations that survive Closing and delivery of the deed. If Purchaser does not so elect to terminate this Agreement, Closing shall occur on the date specified in Paragraph 11 and there shall be a fair and equitable adjustment of the Purchase Price

or, at the option of Purchaser, in lieu of such adjustment, Seller shall irrevocably assign and turn over, and Purchaser shall be entitled to negotiate, settle, receive and retain, all awards for the taking by eminent domain or the right to receive the awards.

14. **VIOLATIONS.** All notes or notices of violations of law or municipal ordinances, orders or requirements noted in, or issued prior to Closing against or affecting the Property, by the local departments of housing, buildings, fire, labor, health or other Federal, State or Municipal departments having jurisdiction over the Property, shall be complied with and discharged by Seller, at its sole cost and expense, prior to Closing. Seller shall furnish Purchaser with an authorization to make the necessary violation searches.

15. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

(a) Seller acknowledges that all representations set forth in this Agreement presently are true and accurate and shall remain true and accurate as of the Closing Date, it being acknowledged that Purchaser is relying on all of said representations, and that each of the representations set forth in this Agreement is of the essence hereof, notwithstanding any investigation, review, examination or other acts or conduct of Purchaser, its agents or representatives relating to or in connection with, any representation contained in this Agreement. In addition to any other representations and/or covenants contained in this Agreement, Seller makes the following additional representations and/or covenants:

(i) Seller has the right, without the joinder of any other person or entity, to enter into, execute and deliver this Agreement, and to perform all duties and obligations imposed on it under this Agreement;

(ii) This Agreement is a valid obligation of Seller and is binding upon it in accordance with the terms hereof; the persons or parties executing this Agreement on its behalf have been duly authorized and empowered to bind it to this Agreement and except as may be provided expressly in this Agreement, no consent or permission is required under any agreement, encumbrance, law, rule, regulation, policy or procedure;

(iii) Neither the execution, delivery nor performance of this Agreement in accordance with its terms conflicts with or will result in the breach of any of the terms, conditions or provisions of any agreement, decree, statute, law, rule, regulation, ordinance, order, judgment, policy or procedure to which it is a party or by which Seller or the Property may be bound or affected;

(iv) Seller has no knowledge of any pending or threatened condemnation or eminent domain proceedings which would affect the Real Property;

(v) Intentionally omitted;

(vi) Intentionally omitted;

(vii) No person or entity has any option, right of first refusal or other right to purchase the Property or any part thereof or any interest therein;

(viii) Intentionally omitted;

(ix) Seller has not made any agreements or commitments affecting the Real Property which will be binding on Purchaser or the Real Property;

(x) Seller has not received any written notices of zoning change or uncorrected violations of the applicable land use, housing, building, safety, fire requirements or insurance ordinances or requirements with respect to the Real Property;

(xi) Seller has obtained, or at its sole cost, shall obtain, all consents and approvals required to permit all of the transactions contemplated by this Agreement (including but not limited to the sale of the Real Property to Purchaser) required under any partnership agreement, shareholder agreement, limited liability company agreement, financial agreement, covenant or other agreement concerning Seller or to which Seller (or any of its partners, members, principals or shareholders) is a party or by any law, ordinance or regulation;

(xii) There is no outstanding violation of any law, rule, statute, ordinance, regulation or agency guidance, including without limitation any environmental law, in connection with the Property.

(xiii) There is no pending litigation or other claims or proceedings relating to or affecting the Real Property or Seller's ability to complete the transaction contemplated hereby and Seller has not received any notice of and has no knowledge that any such proceedings are contemplated.

(xiv) To Seller's knowledge, no spills, discharges, releases, threatened releases, deposits or emplacements of any hazardous substances have occurred or are occurring nor are there any environmental conditions in, on, at, under, emanating from or migrating to the Real Property.

(xv) To Seller's knowledge, there are no underground storage tanks currently located at, on, in or under the Real Property.

(xvi) To Seller's knowledge, no industrial or commercial operations are being conducted or have been conducted upon the Real Property and no hazardous substances are being or have been used, managed, stored, disposed, treated, handled, generated, manufactured, transported, processed or distributed upon the Real Property.

(xvii) Intentionally omitted.

(xviii) Intentionally omitted.

(xix) To Seller's knowledge, no storage tanks, barrels, sumps, impoundments or other containers or equipment (moveable or fixed) for the containment of hazardous substances or any other wastes have been or are present upon the Real Property.

(xx) To Seller's knowledge, the Real Property has never been used as a landfill or waste disposal facility of any type, whether permitted or not, or as a garbage dump.

(xxi) To Seller's knowledge, the Real Property is in full compliance with all applicable environmental laws.

(b) Purchaser represents and warrants to Seller as follows:

(i) Purchaser has the right, power and authority, without the joinder of any other person or entity, to execute and deliver this Agreement and to perform all duties and obligations imposed on it under this Agreement;

(ii) This Agreement is a valid obligation of Purchaser and is binding upon it in accordance with the terms hereof; the persons or parties executing this Agreement on its behalf have been duly authorized and empowered to bind it to this Agreement; and except as may be provided elsewhere in this Agreement, no consent or permission is required under any agreement, encumbrance, law, rule, regulation, policy or procedure; and

(iii) Neither the execution, delivery nor performance of this Agreement in accordance with its terms, conflicts with or will result in the breach of any terms, conditions or provisions of Purchaser's organizational and/or governing documents or any agreement, order, judgment, decree, statute, law, rule, regulation, ordinance, policy or procedure to which Purchaser is a party or by which it is bound.

(c) Except as otherwise set forth in this Agreement, all covenants, representations and warranties of Seller or Purchaser shall survive Closing for a period of one hundred eighty (180) days and all representations and warranties shall be true as of Closing as a condition of performance by the other party hereunder (the "Survival Period").

17. **INTENTIONALLY OMITTED.CONDITIONS TO CLOSING.**

(a) The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the following conditions precedent being fully complied with at or prior to Closing, each of which conditions may be waived or modified in whole or in part by Purchaser in its sole discretion (and if all these conditions are not waived or satisfied in full at or prior to Closing, Purchaser may terminate this Agreement by notice to Seller):

(i) Seller shall have delivered to Purchaser title to the Real Property as required by Paragraph 4;

(ii) Seller shall have delivered all items described in Paragraph 11;

(iii) All representations and warranties of Seller stated herein shall be true, correct and complete in all material respects as of Closing and Seller shall have performed each and all of its covenants, agreements and other obligations hereunder within the time provided;

(iv) All documents of Seller with respect to the transaction shall be reasonably satisfactory to Purchaser's counsel and to the Title Company as being in accordance with the terms of this Agreement;

(v) Intentionally omitted;

(vi) Purchaser shall have obtained Subdivision Approval; and

(vii) Seller shall have obtained all consents required to permit the transactions contemplated by this Agreement (including but not limited to the sale of the Real Property to Purchaser) under any partnership, shareholder or limited liability company agreement, or any covenant or other agreement concerning it or to which it (or any of its partners, principals, members or shareholders) is a party or by any law or regulations and the sale of the Real Property shall not require the consent or approval of any public or private authority which has not been obtained by Seller.

(b) The obligation of Seller to consummate the transaction contemplated by this Agreement is subject to the following conditions precedent being fully complied with by Purchaser at or prior to Closing (and if all these conditions are not satisfied at or prior to Closing, Seller may terminate this Agreement by notice to Purchaser), each of which conditions may be waived or modified in whole or in part by Seller in its sole discretion.

(i) Purchaser shall have delivered all items described in Paragraph 11, shall have paid all sums of money required under this Agreement and shall have performed all other obligations of Purchaser provided herein;

(ii) All representations and warranties of Purchaser stated herein shall be true, correct and complete in all material respects as of Closing;

(iii) Purchaser shall have obtained all consents required to permit the transaction contemplated by this Agreement, or any covenant or other agreement concerning it or to which it (or any of its partners, principals, members or shareholders) is a party.

18. **BROKER.** Neither Seller nor Purchaser has dealt with any broker or finder purporting to act on behalf of any other Party. The Party in violation of the foregoing shall indemnify, defend and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made in connection with this Agreement or the transactions contemplated hereby, together with any and all losses, damages, costs and expenses, including reasonable attorneys' fees and disbursements and expert fees, relating to such claims or arising therefrom or incurred in connection with this indemnification provision, including the enforcement thereof. If by settlement or otherwise, any monies or other consideration is awarded to or turned over as a result of a commission claim, it is the intention of the Parties hereto that the indemnifying Party shall be solely responsible therefor.

19. **DEFAULT.**

(a) If either Party shall default in the performance of any of its obligations arising under this Agreement, then the non-defaulting Party shall be entitled to pursue any and all rights and remedies available to such Party at law, in equity (including specific performance), and/or under this Agreement.

(b) Notwithstanding anything contained herein to the contrary, in the event of a default either by Seller or Purchaser, notice of such default shall be given by the Party alleging the default and the other Party shall have a period of ten (10) days within which to cure such default prior to appropriate remedies being exercisable.

(c) If any action is taken by either Party against the other Party, the prevailing Party shall be entitled to recover from the other Party, all costs and expenses, including reasonable attorneys' fees, incurred in connection with the prosecution and defense of such action. Purchaser shall have a lien against the Property for all of its reasonable costs and expenses incurred in connection herewith, including attorneys' fees and costs, financing costs, title search and survey costs.

20. **NOTICES.** Any notice, authorization, consent, request, demand, approval waiver, objection or other communication, ("notice") required or permitted to be given pursuant to this Agreement shall be in writing and sent by Seller, Purchaser or their respective attorneys by: (a) reputable overnight delivery service with proof of delivery; or (b) United States Mail, postage prepaid, certified mail, return receipt requested; or (c) via facsimile, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by notice sent in accordance herewith. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: U.S. REALTY FINANCIAL CORP.
450 Seventh Avenue, 45th Floor
New York, New York 10123
Attention: David Braka

If to Purchaser: FIVE-III-SOLAR LLC
111 River Street, 10th Floor
Hoboken, New Jersey 07030

With a copy to:

COLE SCHOTZ P.C.
25 Main Street
Court Plaza North
Hackensack, New Jersey 07601
Attention: Jonathan Goodelman, Esq.
Telephone: (201) 525-6275
Facsimile: (201) 678-6275

Notices shall be deemed given on the earlier to occur of (i) the date received or (ii) the date delivery is refused. Any notice given by an attorney for a party shall be effective for all purposes.

21. **ENTIRE AGREEMENT.** This Agreement (including the Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all

prior understandings, if any, with respect thereto. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by an instrument signed by the Party to be charged or by its duly authorized agent or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto. The provisions of this Paragraph 21 shall survive Closing.

22. **NO WAIVER.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

23. **INTENTIONALLY OMITTED.**

24. **BINDING EFFECT.**

This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective successors and assigns, except as otherwise expressly provided herein.

25. **ASSIGNMENT.**

At any time prior to Closing, upon notice to Seller, Purchaser shall have the right to assign this Agreement to, or to designate as a nominee for the purpose of taking title to the Property, a partnership, limited liability company or other entity controlled by Purchaser or its principals or by a subsidiary or related entity of Purchaser.

26. **CONFIDENTIALITY.**

In no event shall either of the Parties hereto or its respective agents, employees, consultants or brokers issue any press release or otherwise communicate to any third party any information regarding this Agreement or the transaction contemplated hereby, unless the other Party has consented thereto and to the form and substance of any such statement, announcement or release; provided, however, that nothing herein shall be deemed to limit or impair in any way a Party's ability to disclose the details of the transaction contemplated hereby as such Party deems necessary: (i) pursuant to any court or governmental order or applicable securities regulations or financial reporting requirements or other requirements of law; or (ii) to describe this Agreement and the transactions herein contemplated in any filings made pursuant to any laws; or (iii) to file this Agreement and the Exhibits as exhibits to any filings required by any laws; or (iv) to any person actually or prospectively involved with Purchaser such as employees, investors, lenders, appraisers, brokers, professionals or consultants. The provisions of this Paragraph 26 shall survive Closing or termination of this Agreement.

27. **INTENTIONALLY DELETED.**

28. **BUSINESS DAY.** In the event any deadline or other day specified herein falls on a day which is not a regular business day, then the deadline or specified day shall be extended to the end of the next following regular business day.

29. **CONSTRUCTION.** The interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New Jersey, without regard to principles of conflict of laws.

30. **FURTHER ASSURANCES.** Each Party, at any time from time to time, shall execute, acknowledge when appropriate, and deliver such further instruments and documents and take such other action as reasonably may be requested by the other Party in order to carry out the intent and purpose of this Agreement; provided, however, that the requested modifications shall be ministerial in scope and, without limitation, shall not: (i) increase in any form or manner the monetary obligation of either Party hereto or reduce in any manner or form the compensation agreed upon herein to be received or paid by a Party hereto; or (ii) materially increase any non-monetary obligations or materially and adversely affect the rights (monetary or non-monetary) of either Party under this Agreement, as determined by the affected Party in its reasonable judgment. Neither Party shall be obligated to agree in any form or manner to any additional indemnity agreements or any representations, warranties or guaranties which are not already expressly agreed upon in this Agreement, shall not be obligated to agree to any changes to the environmental agreements set forth herein or in any other document, and will not allow others to act as attorney-in-fact except as otherwise herein provided. The provisions of this Paragraph 30 shall survive Closing or the termination of this Agreement.

31. **WAIVER OF CONDITIONS.** Each Party shall have the right, in its sole and absolute discretion, to waive any of the terms or conditions of this Agreement which strictly are for its benefit and to complete Closing in accordance with the terms and conditions of this Agreement which have not been so waived. Unless otherwise specifically provided herein, any such waiver shall be effective and binding only if made and delivered at or prior to Closing. No waiver by either Party of any failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by the other Party so to comply. No extension of time for the performance of any obligations or acts shall be deemed an extension of time for the performance of any other obligations or acts.

32. **SEVERABILITY.** The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

33. **INTENTIONALLY DELETED.**

34. **SUBDIVISION/MERGER CONTINGENCY.** The parties recognize that the Real Property needs to be subdivided and merged pursuant to that certain Minor Subdivision Application (the "Subdivision Approval"). This Agreement is, therefore, made contingent upon Purchaser having received the Subdivision Approval no later than the date that is one hundred eighty (180) days after the Effective Date (hereinafter the "Approval Date"). Purchaser agrees to file for the Subdivision Approval to the appropriate authority of the City of New Brunswick, together with all other governmental agencies having jurisdiction over the Real Property and thereafter shall proceed in good faith to prosecute such applications. Seller shall cooperate with

Purchaser in the obtaining the Subdivision Approval. If Purchaser fails to secure the Subdivision Approval by the Approval Date, this Agreement may be terminated by Purchaser whereupon neither Party shall have any further rights or obligations to the other hereunder, except for those obligations that expressly survive termination of this Agreement.

35. **BULK SALES COMPLIANCE.** Purchaser shall have the right to comply with the applicable provisions of State law with respect to bulk sales, including, but not limited to N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38, and Seller shall cooperate in connection with such compliance. If applicable, and in furtherance thereof: (i) Seller shall prepare and deliver to Purchaser the Asset Transfer Tax Declaration Form TTD (the “TTD”) in the forms prescribed by the New Jersey Division of Taxation (the “Division”), and all other documents and forms required of Seller and furnish such information as shall be necessary so that such forms, documents and information are received by Purchaser not less than twenty (20) days prior to Closing; and (ii) Purchaser may deliver a Notification of Sale, Transfer, or Assignment in Bulk (Form C-9600), together with the completed TTD and a fully executed copy of this Agreement (the “Tax Notification”) to the Division by registered or certified mail or overnight delivery so that the Tax Notification is received by the Division not less than fifteen (15) days prior to Closing. If the Division shall not respond to Purchaser as to a possible Claim (as hereinafter defined) prior to the scheduled Closing Date, Closing shall be adjourned to a date which shall be five (5) days following receipt from the Division as to any possible Claim. If, at any time prior to Closing, the Division informs Purchaser that a possible claim (the “Claim”) for taxes of any nature imposed or to be imposed on Seller, including any interest or penalties thereon, any cost or fees imposed by the Division related thereto and any tax on the gain from the sale of the Property (collectively, “Taxes”), exists and the amount thereof (the “Deficiency”), Purchaser and Seller shall close as scheduled and without delay, and Purchaser shall withhold the portion of the Purchase Price equal to the amount of the Deficiency, which amount so withheld shall be paid to the Division or shall be placed in an escrow account (the “Tax Escrow”), which Tax Escrow shall be held pursuant to an escrow agreement (“Bulk Sale Escrow Agreement”) mutually acceptable to Purchaser and Seller in their reasonable discretion, as the Division requests. The escrow agent shall be a title company, attorney or bank authorized to transact business in New Jersey selected by Purchaser and reasonably acceptable to Seller (“Tax Escrow Agent”). If, after Closing, the Division or Seller requests that Purchaser pay all or any portion of the Deficiency on behalf of Seller, Purchaser shall direct Tax Escrow Agent to, and Tax Escrow Agent promptly shall release to the Division such amount from the Tax Escrow. If the Division informs Purchaser that the Deficiency has been fully paid or that Purchaser has no further liability for the Deficiency, Purchaser shall direct Tax Escrow Agent to, and Tax Escrow Agent, promptly shall release any balance to Seller. If the Division gives notice to Purchaser that Seller is liable for Taxes in an amount greater than the Tax Escrow, Seller promptly shall pay the difference to the Division and shall provide Purchaser with evidence of such payment, it being acknowledged that Seller shall retain the obligation to make full payment of all Taxes due and owing with respect to the transactions hereunder and any Taxes otherwise owed by Seller to the State. Seller shall have the right to negotiate with the Division regarding the Claim and the Deficiency; provided, however, that: (i) Purchaser and Tax Escrow Agent shall be entitled to comply with all instructions of the Division; (ii) Closing shall not be delayed as a result thereof; and (iii) Purchaser shall not be liable for any amount in excess of the Tax Escrow. In no event shall Tax Escrow Agent fail to make any distribution provided for hereunder, including, without limitation, on the grounds that Seller contests any finding of the Division; and in no event shall Purchaser

be liable for any Taxes (including but not limited to, Taxes owed in connection with the use and operation of the Property prior to Closing, or any Taxes on any gain realized upon the sale, transfer or assignment of the Property) and Seller shall indemnify, defend and hold Purchaser harmless from any liability or cost incurred in connection with any claim for any such Taxes, including any interest and penalties thereon, cost and fees imposed by the Director relating thereto and the costs of enforcing this provision. The indemnification provision contained in this Paragraph 35 shall survive Closing or the termination of the Agreement.

36. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts by some or all of the Parties hereto, and: (a) each such counterpart shall be considered an original, and all of which together, when so executed and delivered, shall constitute a single Agreement; (b) the exchange of executed copies of this Agreement by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Agreement as to the Parties for all purposes; and (c) signatures of the Parties transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SIGNATURE BLOCKS APPEAR ON PAGE FOLLOWING

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by duly authorized persons on the day and year first above written.

WITNESS:

SELLER:

U.S. REALTY FINANCIAL CORP.,
a Delaware corporation



Print Name: KAREN KNIGHT


By: _____
Name: DAVID BRAKA
Title: VICE PRESIDENT

WITNESS:

PURCHASER:

FIVE-III-SOLAR LLC,
a Delaware limited liability company

Print Name:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by duly authorized persons on the day and year first above written.

WITNESS:

SELLER:

U.S. REALTY FINANCIAL CORP.,
a Delaware corporation

Print Name:


By: _____
Name:
Title:

WITNESS:

PURCHASER:

FIVE-III-SOLAR LLC,
a Delaware limited liability company

Print Name:

By:  _____
Name: Ohad Porat
Title: Secretary

12/20/2024 | 7:07 PM ISST

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Subdivision Plan

APPLICANT'S W-9

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>FIVF-III-Solar LLC</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>111 River Street, Suite 1010</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Hoboken, NJ 07030</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
8	8	-	2	1	7	4	0	8	0

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 9/18/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they