

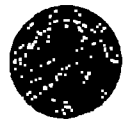
Appendix Q – Property Deeds

BL England

Block 479 Lot 76



‡ 2022007306 Bk D4041 Pgs 959-978
 Recorded County of Cape May, NJ
 Consideration \$10.00
 Realty Transfer Fee \$0.00
 Date 02/28/2022 15:49:58 By WG
 Rita M. Rothberg, County Clerk
 Recordings Fees \$235.00



**Cape May County
Document Summary Sheet**

CAPE MAY COUNTY CLERK PO BOX 5000 7 NORTH MAIN STREET CAPE MAY COURT HOUSE NJ 08210-5000	Return Name and Address Beesley's Point Development Group LLC 5857 Fisher Road East Syracuse, New York 13057
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Official Use Only

Submitting Company		Beesley's Point Development Group LLC				
Document Date (mm/dd/yyyy)		2-28-2022				
Document Type						
No. of Pages of the Original Signed Document (Including the cover sheet)						
Consideration Amount (if applicable)						
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)			Address (Optional)	
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)			Address (Optional)	
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address	
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date	

***DO NOT REMOVE THIS PAGE.**
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAPE MAY COUNTY FILING RECORD.
 RETAIN THIS PAGE FOR FUTURE REFERENCE.

RECORD AND RETURN TO:

Chad Parks
5857 Fisher Road
East Syracuse, New York 13057

PREPARED BY:

Joseph Zawila, Esq.

DEED

THIS DEED was executed on the date set forth on the signature page hereto and is made effective as of February 28, 2022

BETWEEN

RC CAPE MAY HOLDINGS, LLC, a Delaware limited liability company with its principal office at c/o PurEnergy, LLC, 4488 Onondaga Boulevard, Syracuse, New York 13219 (the "Grantor"),

AND

BEESLEY'S POINT DEVELOPMENT GROUP LLC, a New Jersey limited liability company having an address of 5857 Fisher Road, East Syracuse, New York 13057 (the "Grantee").

1. **Transfer of Ownership.** In consideration for the sum of Ten (\$10.00) Dollars, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby sells, grants and conveys the Property (as defined below) to the Grantee.

2. **Tax Map Reference.** The Property is known and designated as Block 479, Lots 74, 76, 76.01, 94.01, 97, 98 and 99 on the official tax map of the Township of Upper.

3. **Property.** The property conveyed by this Deed (the "Property") consists of the land, together with all of the buildings, improvements and other fixtures on the land and all of the Grantor's rights relating to the land, located in the Township of Upper (Beesley's Point), Cape May County, New Jersey and commonly known as 900 North Shore Road. The legal description of the Property is as follows:

See Exhibit A attached hereto and made a part hereof.

THIS CONVEYANCE IS MADE SUBJECT to all of the matters set forth on Exhibit B attached hereto and made a part hereof.

BEING the same property conveyed to the Grantor herein (i) by deed from Atlantic City Electric Company dated February 5, 2007 and recorded on February 28, 2007 in the Office of the Clerk of Cape May County, New Jersey in Deed Book 3276, Page 553, and (ii) by deed from Atlantic City Electric Company dated February 5, 2007 and recorded on February 28, 2007 in the Office of the Clerk of Cape May County, New Jersey in Deed Book 3276, Page 566.

4880-3381-1017.v2

THIS DEED is being executed and delivered pursuant to an Amended and Restated Agreement of Purchase and Sale dated as of January 11, 2022 by and between the Grantor and the Grantee (the "Agreement"). Pursuant to the Agreement, the following provisions from the Agreement are hereby incorporated into this Deed. All capitalized terms used in this Deed which are not otherwise defined shall have the meanings ascribed to them in the Agreement.

- (a) The Grantee acknowledges that Grantee had the opportunity to investigate physical, environmental and economic aspects of the Property and to make all other investigations of the Property which the Grantee reasonably deemed necessary. The Grantee has agreed to accept same based upon the Grantee's independent investigations, it being understood and agreed that the Grantor is selling the Property and the Grantee is buying the Property "As-Is, Where-Is and With All Faults." The Grantor makes no representations to the Grantee regarding any documentation, information or data provided to the Grantee, specifically including, but not limited to, the asbestos surveys, the Development Constraints Report or any other regulated materials survey. The Grantee has not relied on any representations, warranty, promise or statement, written or oral, express or implied, of the Grantor, or anyone acting for or on behalf of the Grantor, other than as may be expressly set forth in the Agreement. The Grantee represents that the Grantee is a knowledgeable, experienced and sophisticated buyer of real estate of the type being sold in this transaction, and that the Grantee is relying solely on the Grantee's own expertise and that of the Grantee's professionals in purchasing the Property.
- (b) Except as expressly set forth to the contrary in the Agreement, the Grantor makes no warranty, guaranty or representation, and hereby specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present or future, of, as to or concerning (i) the nature, condition or status of the Property, including without limitation the existence or non-existence of asbestos containing material ("ACM"), solid or hazardous waste, hazardous or toxic materials, pollutants or contaminants of any kind or character, aboveground or underground storage tanks, vaults, structures or vessels, or any other environmental condition on the Property; (ii) any warranty of habitability, merchantability or fitness for a particular purpose; (iii) the nature and extent of any matter affecting title to the Property, including without limitation any easement, right-of-way, possession, lien, encumbrance, license, restriction or reservation affecting, burdening or benefiting the Property; (iv) the compliance of the Property or any portion or portions thereof with any laws, ordinances, rules or regulations of

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(P.L. 1968, c.49, as amended through P.L. 2006, c.33)(N.J.S.A. 46:15-5 et. seq.)

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

STATE OF
COUNTY OF
MUNICIPALITY OF PROPERTY LOCATION

FOR RECORDER'S USE ONLY
Consideration:
RTF paid by seller:
Date By

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

Deponent,
(Name)
deposes and says that he/she is the
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number Lot numbers located at
and annexed thereto.

(2) CONSIDERATION
(Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A (4B) 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

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

(See Instructions #5A and #7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
% = \$

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

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

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

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by P.L. 1975, c. 176, P.L. 2004, c. 113 and P.L. 2004, c. 66 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over.
B. BLIND PERSON Grantor(s) legally blind or;
DISABLED PERSON Grantor(s) permanently and totally disabled or receiving disability payments or not gainfully employed*
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
Owned and occupied by grantor(s) at time of sale.
Resident of State of New Jersey.
One or two-family residential premises.
Owners as joint tenants must all qualify.

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

- C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
Affordable according to H.U.D. standards.
Reserved for occupancy.
Meets income requirements of region.
Subject to resale controls.

- (6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)
Entirely new improvement.
Not previously occupied.
Not previously used for any purpose.
"NEW CONSTRUCTION" printed clearly at top of first page of the deed.

- (7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
No prior mortgage assumed or to which property is subject at time of sale.
No contributions to capital by either grantor or grantee legal entity.
No stock or money exchanged by or between grantor or grantee legal entities.

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

Subscribed and sworn to before me this 17th day of February, 2022

Notary Public

Deponent Signature
c/o ParEnergy, LLC, 4488 Onondaga Boulevard, Syracuse, NY 13219

RC CAPE MAY HOLDINGS, LLC
A Delaware limited liability company
c/o ParEnergy, LLC, 4499 Onondaga Boulevard, Syracuse, NY 13219



FOR OFFICIAL USE ONLY
Instrument Number:
Deed Number:
Deed Dated:
County:
Book:
Date Recorded:

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

PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

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

State of New Jersey
Seller's Residency Certification/Exemption

SELLER'S INFORMATION

Name(s)

RC CAPE MAY HOLDINGS, LLC, a Delaware limited liability company

Current Street Address:

c/o PurEnergy, LLC, 4488 Onondaga Boulevard

City, Town, Post Office

State

Zip Code

Syracuse

NY

13219

PROPERTY INFORMATION

Block(s)

Lot(s)

Qualifier

479

74, 76, 76.01, 94.01, 97, 98 and 99

Street Address

900 North Shore Road

City, Town, Post Office

State

Zip Code

Beesleys Point

NJ

08223

Seller's Percentage of Ownership

Total Consideration

Owner's Share of Consideration

Closing Date

100%

\$10.00

\$10.00

Feb 28, 2022

SELLER'S ASSURANCE (Check the Appropriate Box) Boxes 2 through 16 apply to Residents and Nonresidents

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax Payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

SELLER'S DECLARATION

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

RC CAPE MAY HOLDINGS, LLC, a Delaware limited liability company

2/17/2022
 Date

By: 
 Russell S. Ariotti, Authorized Representative Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

 Date

By: _____
 Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

any governmental or other body, including without limitation any laws, ordinances, rules, or regulations relating to (A) the environment or the impairment thereof or (B) zoning or land use matters; (v) leases or other agreements, if any, written or oral, regarding the use, occupancy or possession of the Property or any portion thereof; (vi) the suitability of the Property for any and all activities and uses which the Grantee may conduct or propose to conduct thereon or therewith; (vii) the manner, quality, state of repair or lack of repair of the Property; or (viii) any other matters with respect to the Property.

- (c) The Grantee and the Grantee's parents, subsidiaries, affiliates, employees, officers, directors, members, principals, equity interest holders, attorneys, representatives and agents, and their respective heirs, successors and assigns, including without limitation all future owners and occupants of the Property (collectively, the "Grantee Parties"), shall, and hereby do, (i) fully release the Grantor, its parents, subsidiaries, affiliates, employees, members, officers, directors, principals, attorneys, authorized representatives and agents, and their respective heirs, successors and assigns (collectively, the "Grantor Parties"), from any and all actions, claims, costs, obligations, losses, liabilities, damages, expenses, demands, fees or causes of action now or hereafter arising from or related to any matter of any kind or nature, whether known or unknown, foreseen or unforeseen, whether asserted in any litigation, direct or indirect, liquidated or unliquidated, whether arising at law or in equity now existing or hereafter arising (collectively, "Liabilities") relating to the Property or the use or ownership thereof, and any and all responsibility and liability to the Grantee or the Grantee Parties, or any person or entity claiming by, through or under the Grantee or the Grantee Parties, regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever, and agree not to institute, prosecute, facilitate or (absent a court order or other binding court process) assist in the institution or prosecution of any action, claim, proceeding or suit against the Grantor or any of the Grantor Parties, directly or indirectly, arising from or out of, or in connection with, any claim relating to any of the foregoing, (ii) assume all risk, responsibility and liability for any and all matters relating to the Property, and (iii) indemnify, defend and hold the Grantor Parties free and harmless from and against any and all Liabilities relating to the Property, in each case whether prior to or after the date hereof. **FOR THE AVOIDANCE OF ALL DOUBT, THE GRANTEE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL ACTUAL OR POTENTIAL RIGHTS THE**

GRANTEE PARTIES MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PROPERTY AND THE IMPROVEMENTS, OR CONDITIONS OF THE PROPERTY OR THE IMPROVEMENTS, SUCH WAIVER BEING ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. THE GRANTEE PARTIES ACKNOWLEDGE THAT THE GRANTOR HAS ADVISED THE GRANTEE TO CONSULT WITH ITS OWN PROFESSIONALS AND EXPERTS WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION REGARDING THE PRESENCE OF HAZARDOUS MATERIALS, AND THAT THE GRANTEE PARTIES ARE RELYING SOLELY ON THEIR OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE GRANTOR PARTIES. THE GRANTEE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS CLAUSE (c) WERE A MATERIAL FACTOR IN DETERMINING THE TERMS OF THE AGREEMENT. The provisions of this clause (c) shall expressly survive closing and shall become automatically effective at the Closing without the necessity of any further documentation.

- (d) The Grantee, with the Grantee's counsel, has fully reviewed the foregoing and the disclaimers, waivers, releases, assumptions, and other provisions set forth in the Agreement, including without limitation the Environmental Provisions of Paragraph 9, and understands the significance and effect thereof. The Grantee acknowledges and agrees that such disclaimers and other agreements set forth herein and therein are an integral part of the Agreement, and that the Grantor would not have agreed to sell the Property to the Grantee without such disclaimers and other agreements set forth herein and in the Agreement.
- (e) All of the foregoing provisions shall survive the Closing of title to the Property and the recordation of this Deed, and are incorporated into this Deed as a servitude that is to run with the land and be binding upon the Grantee and the Grantee's heirs, successors and assigns, including all future owners of the Property.

4. **Covenant As To Grantor's Acts.** The Grantor promises that, except as set forth herein, 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).

[Signature on next page]

EXHIBIT A

Legal Description

(See attached)

DESCRIPTION

File No. 20-88190-DM

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE Township of Upper, IN THE COUNTY OF Cape May, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT ONE:

PARCEL A:

BEGINNING AT A CONCRETE MONUMENT IN THE NORTHWESTERLY LINE OF SHORE ROAD, U.S. ROUTE 9 (68.00 FEET WIDE) WHERE THE SAME IS INTERSECTED BY THE NORTHEASTERLY LINE OF BLOCK 479, LOT 88.01 AND FROM SAID BEGINNING POINT RUNS; THENCE, ALONG LOT 88.01

1) NORTH 48 DEGREES 05 MINUTES 25 SECONDS WEST, 127.88 FEET TO A CONCRETE MONUMENT CORNER TO THE SAME; THENCE, STILL ALONG LOT 88.01 AND ALSO ALONG BLOCK 479, LOTS 88.02, 88.03, 88.04 AND 88.05

2) NORTH 28 DEGREES 41 MINUTES 01 SECONDS WEST, 1,191.44 FEET TO A POINT CORNER TO LOT 88.05 BEARING SOUTH 62 DEGREES 49 MINUTES 39 SECONDS WEST, DISTANT 0.59 FEET FROM A CONCRETE MONUMENT; THENCE, ALONG LOT 88.05

3) SOUTH 47 DEGREES 50 MINUTES 28 SECONDS WEST, 280.39 FEET TO A POINT CORNER COMMON TO THE SAME AND TO BLOCK 479, LOT 88.06 BEARING SOUTH 44 DEGREES 23 MINUTES 23 SECONDS WEST, DISTANT 0.63 FEET FROM A CONCRETE MONUMENT; THENCE, ALONG LOT 88.06 BLOCK 479, LOT 77; THE NORTHWESTERLY TERMINUS OF WILKE BOULEVARD (50.00 FEET WIDE) AND BLOCK 877, LOT 11

4) SOUTH 15 DEGREES 37 MINUTES 38 SECONDS WEST, 990.83 FEET TO A CONCRETE MONUMENT CORNER TO BLOCK 877, LOT 11; THENCE, ALONG THE SAME

5) SOUTH 43 DEGREES 53 MINUTES 26 SECONDS WEST, 139.73 FEET TO A POINT IN THE NORTHEASTERLY LINE OF BLOCK 881; LOT 81; THENCE, ALONG LOT 81 AND ALSO ALONG BLOCK 479, LOT 73

6) NORTH 48 DEGREES 08 MINUTES 34 SECONDS WEST, 2,010 FEET MORE OR LESS (2009.85 FEET TO A CONNECTING COURSE) TO A POINT IN THE EASTERLY APPROXIMATE MEAN HIGH WATER LINE FOR THE SOUTH FORK OF FLAT CREEK THENCE, ALONG THE APPROXIMATE MEAN HIGH WATER LINE FOR THE SOUTH FORK OF FLAT CREEK, AN UNNAMED TRIBUTARY OF THE SOUTH FORK OF FLAT CREEK, THE SOUTH FORK OF FLAT CREEK, THE NORTH FORK OF FLAT CREEK, THE TUCKAHOE RIVER, AN UNNAMED TRIBUTARY OF THE TUCKAHOE RIVER AND GREAT EGG HARBOR BAY THE VARIOUS COURSES AND DISTANCES WITH A CONNECTING COURSE OF NORTH 28 DEGREES 09 MINUTES 02 SECONDS EAST, 4,137.64 FEET

7) NORTHWARDLY, 34,428 FEET MORE OR LESS TO A POINT IN THE APPROXIMATE MEAN HIGH WATER LINE OF THE GREAT EGG HARBOR BAY; THENCE, EXTENDING INTO THE BAY

8) NORTH 50 DEGREES 45 MINUTES 29 SECONDS EAST, 827 FEET MORE OR LESS (827.44 FEET FROM THE CONNECTING COURSE) TO A POINT IN THE MODIFIED PIERHEAD LINE ESTABLISHED FOR THE GREAT EGG HARBOR BAY THENCE, CONTINUING THROUGH THE GREAT EGG HARBOR BAY ALONG SAID MODIFIED PIERHEAD LINE.

9) SOUTH 39 DEGREES 14 MINUTES 31 SECONDS EAST, 1,600.00 FEET TO A POINT IN THE SAME; THENCE, CONTINUING THROUGH THE GREAT EGG HARBOR BAY

10) SOUTH 50 DEGREES 45 MINUTES 29 SECONDS WEST, 300.00 FEET TO A POINT IN THE

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Description Continued

File No. 20-88190

EXTERIOR LINE FOR A SOLID FILL FOR THE GREAT EGG HARBOR BAY; THENCE, ALONG THE SAME

11) SOUTH 39 DEGREES 14 MINUTES 31 SECONDS EAST, 676.45 FEET TO A POINT WHERE THE SAME IS INTERSECTED BY THE NORTHEASTWARDLY PROLONGATION OF THE NORTHWESTERLY LINE OF BLOCK 479, LOT 107; THENCE, ALONG SAID NORTHEASTWARDLY PROLONGATION OF THE NORTHWESTERLY LINE OF BLOCK 479, LOT 107 AND CONTINUING ALONG THE NORTHWESTERLY LINE OF LOT 107

12) SOUTH 20 DEGREES 39 MINUTES 45 SECONDS WEST, 881.08 FEET TO A CONCRETE MONUMENT IN THE NORTHEASTERLY LINE OF CLAY AVENUE (50.00 FEET WIDE); THENCE, ALONG THE SAME

13) NORTH 69 DEGREES 20 MINUTES 15 SECONDS WEST 50.00 FEET TO A CONCRETE MONUMENT IN THE SAME; THENCE, CROSSING THE NORTHWESTERLY TERMINUS OF CLAY AVENUE AND EXTENDING ALONG BLOCK 479, LOTS 106.02, 106.01, 105 AND 101

14) SOUTH 20 DEGREES 39 MINUTES 45 SECONDS WEST, 660.48 FEET, PASSING OVER A CONCRETE MONUMENT 0.94 FEET FROM THE CORNER, TO A POINT IN THE NORTHEASTERLY LINE OF HARDING AVENUE (50.00 FEET WIDE); THENCE, ALONG THE SAME

15) NORTH 69 DEGREES 28 MINUTES 34 SECONDS WEST, 501.08 FEET TO A CONCRETE MONUMENT SET FOR A CORNER WHERE THE SAME IS INTERSECTED BY THE SOUTHWESTERLY LINE OF SPENCER AVENUE (50.00 FEET WIDE); THENCE, ALONG THE SOUTHWESTERLY LINE OF SPENCER AVENUE

16) SOUTH 21 DEGREES 16 MINUTES, 34 SECONDS EAST, 1,127.00 FEET TO AN ANGLE POINT IN THE SAME MARKED BY A CONCRETE MONUMENT SET FOR A CORNER; THENCE, STILL ALONG THE SAME

17) SOUTH 57 DEGREES 21 MINUTES 32 SECONDS EAST, 168.09 FEET TO A CONCRETE MONUMENT SET IN THE AFOREMENTIONED NORTHWESTERLY LINE OF SHORE ROAD; THENCE, ALONG THE SAME

18) SOUTH 20 DEGREES 31 MINUTES 28 SECONDS WEST, 414.67 FEET TO A CONCRETE MONUMENT SET IN THE SAME CORNER TO BLOCK 479, LOT 96; THENCE, ALONG THE SAME

19) NORTH 69 DEGREES 28 MINUTES 34 SECONDS WEST, 150.53 FEET TO A POINT CORNER TO THE SAME BEARING SOUTH 32 DEGREES 23 MINUTES 08 SECONDS WEST, DISTANT 1.60 FEET FROM A REBAR; THENCE, STILL ALONG THE SAME

20) SOUTH 70 DEGREES 24 MINUTES 02 SECONDS WEST, 38.08 FEET TO A REBAR IN THE NORTHEASTERLY LINE OF BLOCK 479, LOT 95; THENCE, ALONG LOT 95 PASSING OVER A MONUMENT 0.33 FEET FROM THE AFOREMENTIONED CORNER

21) NORTH 20 DEGREES 40 MINUTES 22 SECONDS WEST, 64.82 FEET TO A CONCRETE MONUMENT SET CORNER TO THE SAME; THENCE, STILL ALONG THE SAME AND ALSO BLOCK 479, LOT 94.02

22) SOUTH 65 DEGREES 51 MINUTES 10 SECONDS WEST, 303.03 FEET TO A CONCRETE MONUMENT CORNER TO LOT 94.021 THENCE, ALONG LOT 94.02

23) SOUTH 26 DEGREES 25 MINUTES 53 SECONDS EAST, 101.56 FEET TO A POINT CORNER TO BLOCK 479, LOT 93 BEARING SOUTH 63 DEGREES 51 MINUTES 01 SECONDS WEST, DISTANT 0.21 FEET FROM A CONCRETE MONUMENT; THENCE, ALONG LOT 93 AND ALSO ALONG BLOCK 479, LOT 92

24) SOUTH 63 DEGREES 51 MINUTES 01 SECONDS WEST, 217.32 FEET TO A CONCRETE MONUMENT CORNER TO LOT 92 THENCE, ALONG LOT 92 AND ALSO ALONG BLOCK 479, LOT 91

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Description Continued
File No. 20-66190

25) SOUTH 26 DEGREES 08 MINUTES 59 SECONDS EAST, 350.00 FEET TO A STONE CORNER TO LOT 91; THENCE, ALONG THE SAME

26) SOUTH 46 DEGREES 06 MINUTES 34 SECONDS EAST, 149.72 FEET TO A CONCRETE MONUMENT IN THE AFOREMENTIONED NORTHWESTERLY LINE OF SHORE ROAD; THENCE, ALONG SAID LINE OF SHORE ROAD

27) SOUTH 43 DEGREES 53 MINUTES 26 SECONDS WEST, 160.87 FEET TO THE POINT AND PLACE OF BEGINNING

PARCEL B:

BEGINNING AT A POINT IN THE APPROXIMATE MEAN HIGH WATER LINE ON THE WESTERLY BANK OF THE SOUTH FORK OF FLAT CREEK WHERE THE SAME IS INTERSECTED BY THE NORTHEASTERLY LINE OF BLOCK 479, LOT 73, SAID POINT BEING THE FOLLOWING TWO COURSES FROM WHERE THE NORTHEASTERLY LINE OF BLOCK 479, LOT 73 INTERSECTS THE NORTHWESTERLY LINE OF BLOCK 661, LOT 81; THENCE, ALONG THE NORTHEASTERLY LINE OF LOT 73

A. NORTH 48 DEGREES 06 MINUTES 34 SECONDS WEST, 1,193.65 FEET TO A POINT IN THE APPROXIMATE MEAN HIGH WATER LINE ON THE EASTERLY BANK OF THE SOUTH FORK OF FLAT CREEK; THENCE, CROSSING THE SOUTH FORK OF FLAT CREEK

B. SOUTH 80 DEGREES 24 MINUTES 56 SECONDS WEST, 93.47 FEET TO THE POINT AND PLACE OF BEGINNING AND FROM SAID BEGINNING POINT RUNS; THENCE, ALONG LOT 73 THE FOLLOWING FOUR COURSES:

1) NORTH 50 DEGREES 06 MINUTES 04 SECONDS WEST, 715.67 FEET TO A POINT; THENCE

2) NORTH 27 DEGREES 35 MINUTES 43 SECONDS EAST, 185.00 FEET TO A POINT; THENCE

3) NORTH 49 DEGREES 07 MINUTES 25 SECONDS WEST, 1,468.55 FEET TO A POINT; THENCE

4) SOUTH 36 DEGREES 37 MINUTES 41 SECONDS WEST, 722 FEET MORE OR LESS (721.98 FEET TO A CONNECTING COURSE) TO A POINT IN THE EASTERLY APPROXIMATE MEAN HIGH WATER LINE OF SCHOONER CREEK; THENCE, ALONG SAID APPROXIMATE MEAN HIGH WATER LINE OF SCHOONER CREEK THE VARIOUS COURSES AND DISTANCES WITH A CONNECTING COURSE OF NORTH 19 DEGREES 28 MINUTES 59 SECONDS WEST, 424.10 FEET

5) NORTHWESTWARDLY, 656 FEET MORE OR LESS TO A POINT IN THE SAME WHERE IT IS INTERSECTED BY THE EASTERLY LINE OF BLOCK 479, LOT 71 THENCE, ALONG THE EASTERLY LINE OF LOT 71

6) NORTH 19 DEGREES 11 MINUTES 41 SECONDS EAST, 299 FEET MORE OR LESS (229.25 FEET TO A CONNECTING COURSE) TO A POINT IN THE APPROXIMATE MEAN HIGH WATER LINE OF THE TUCKAHOE RIVER; THENCE, ALONG THE SOUTHERLY APPROXIMATE MEAN HIGH WATER LINE OF THE TUCKAHOE RIVER THE VARIOUS COURSES AND DISTANCES WITH A CONNECTING COURSE OF NORTH 59 DEGREES 03 MINUTES 27 SECONDS EAST, 1,781.00 FEET

7) EASTWARDLY, 5,404 FEET MORE OR LESS TO A POINT WHERE THE SAME IS INTERSECTED BY THE NORTHWESTERLY LINE OF BLOCK 479 LOT 75; THENCE, ALONG LOT 75 THE FOLLOWING THREE COURSES

8) SOUTH 31 DEGREES 52 MINUTES 41 SECONDS WEST, 1,134 FEET MORE OR LESS (1,133.76 FROM THE CONNECTING COURSE) TO A POINT; THENCE

9) SOUTH 49 DEGREES 54 MINUTES 14 SECONDS EAST, 651.75 FEET TO A POINT; THENCE

10) SOUTH 32 DEGREES 06 MINUTES 26 SECONDS EAST, 408 FEET MORE OR LESS (408.07 FEET TO A CONNECTING COURSE) TO A POINT IN THE AFOREMENTIONED WESTERLY APPROXIMATE

4853-5907-1238.v7

Description Continued

File No. 20-88190

MEAN HIGH WATER LINE OF THE SOUTH FORK OF FLAT CREEK; THENCE, ALONG THE SAME THE VARIOUS COURSES AND DISTANCES WITH A CONNECTING COURSE OF SOUTH 17 DEGREES 32 MINUTES 08 SECONDS EAST, 1,014.98 FEET

11) SOUTHWARDLY, 1,172 FEET MORE OR LESS TO THE POINT AND PLACE OF BEGINNING.

EXCEPTING THERE OUT AND THEREFROM THE FOLLOWING TWO TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FIRST EXCEPTION (LOT 97):

BEGINNING AT A MONUMENT FOUND ON THE NORTHWESTERLY LINE OF U.S. ROUTE NO. 9 (66 FEET WIDE) AT THE DIVISION LINE OF LOT 97 AND LOT 96 IN BLOCK 479 SAID POINT BEING SOUTH 20 DEGREES 33 MINUTES AND 33 SECONDS WEST 435.04 FEET FROM THE SOUTHERLY LINE OF SPENCER LANE (26 FEET WIDE), AND EXTENDING THENCE.

1. NORTH 69 DEGREES 28 MINUTES AND 34 SECONDS WEST ALONG SAID DIVISION LINE 130.74 FEET TO AN ANGLE POINT IN SAID DIVISION LINE; THENCE

2. SOUTH 70 DEGREES 24 MINUTES AND 02 SECONDS WEST STILL ALONG SAID DIVISION LINE 38.08 FEET TO THE DIVISION LINE OF LOT 97 AND LOT 96; THENCE

3. NORTH 20 DEGREES 40 MINUTES AND 22 SECONDS WEST ALONG SAID DIVISION LINE 49.12 FEET (DEED) (47.9 FEET, FILE MAP) TO THE DIVISION LINE OF LOT 97 AND LOT 100; THENCE

4. NORTH 20 DEGREES 31 MINUTES AND 26 SECONDS EAST ALONG SAID DIVISION LINE 137.58 FEET TO THE DIVISION LINE OF LOT 97 AND LOT 96; THENCE

5. SOUTH 69 DEGREES 28 MINUTES AND 35 SECONDS EAST ALONG SAID DIVISION LINE 212.00 FEET TO THE NORTHWESTERLY LINE OF U.S. ROUTE NO. 9; THENCE

6. SOUTH 20 DEGREES 31 MINUTES AND 26 SECONDS WEST ALONG U.S. ROUTE NO. 9 150.00 FEET TO THE POINT AND PLACE OF BEGINNING.

SECOND EXCEPTION (LOT 98):

BEGINNING ON THE NORTHWESTERLY LINE OF U.S. ROUTE NO. 9 (66 FEET WIDE) AT THE DIVISION LINE OF LOT 98 AND LOT 99 IN BLOCK 479 SAID POINT BEING SOUTH 20 DEGREES 33 MINUTES AND 33 SECONDS WEST 145.89 FEET FROM THE SOUTHERLY LINE OF SPENCER LANE (26 FEET WIDE); AND EXTENDING THENCE.

1. SOUTH 20 DEGREES 31 MINUTES AND 28 SECONDS WEST ALONG U.S. ROUTE NO. 9 A DISTANCE OF 139.45 FEET TO THE DIVISION LINE OF LOT 98 AND LOT 97; THENCE

2. NORTH 69 DEGREES 28 MINUTES AND 35 SECONDS WEST ALONG SAID DIVISION LINE 212.00 FEET TO THE DIVISION LINE OF LOT 98 AND LOT 100; THENCE

3. NORTH 20 DEGREES 31 MINUTES AND 26 SECONDS EAST ALONG SAID DIVISION LINE 139.45 FEET TO THE DIVISION LINE OF LOT 98 AND LOT 96; THENCE

4. SOUTH 69 DEGREES 28 MINUTES AND 35 SECONDS EAST ALONG SAID DIVISION LINE 212.00 FEET TO THE NORTHWESTERLY LINE OF U.S. ROUTE NO. 9 AND THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO BEING KNOWN AS TAX LOTS 74, 76, 78.01, 94.01 & 99 IN TAX BLOCK 479 ON THE OFFICIAL TAX MAP OF THE Township of Upper, Cape May COUNTY, STATE OF NJ.

TRACT TWO:

PARCEL A:

4853-5907-1238.v7

Description Continued
File No. 20-55190

BEGINNING AT A MONUMENT FOUND ON THE NORTH-WESTERLY LINE OF U.S. ROUTE NO. 9 (66 FEET WIDE) AT THE DIVISION LINE OF LOT 97 AND LOT 96 IN BLOCK 479 SAID POINT BEING SOUTH 20 DEGREES 33 MINUTES AND 33 SECONDS WEST 435.04 FEET FROM THE SOUTHERLY LINE OF SPENCER LANE (25 FEET WIDE), AND EXTENDING THENCE.

1. NORTH 69 DEGREES 28 MINUTES AND 34 SECONDS WEST ALONG SAID DIVISION LINE 130.74 FEET TO AN ANGLE POINT IN SAID DIVISION LINE; THENCE
2. SOUTH 70 DEGREES 24 MINUTES AND 02 SECONDS WEST STILL ALONG SAID DIVISION LINE 38.08 FEET TO THE DIVISION LINE OF LOT 97 AND LOT 95; THENCE
3. NORTH 20 DEGREES 40 MINUTES AND 22 SECONDS WEST ALONG SAID DIVISION LINE 49.12 FEET (DEED) (47.9 FEET, FILE MAP) TO THE DIVISION LINE OF LOT 97 AND LOT 100; THENCE
4. NORTH 20 DEGREES 31 MINUTES AND 28 SECONDS EAST ALONG SAID DIVISION LINE 137.58 FEET TO THE DIVISION LINE OF LOT 97 AND LOT 98; THENCE
5. SOUTH 69 DEGREES 28 MINUTES AND 35 SECONDS EAST ALONG SAID DIVISION LINE 212.00 FEET TO THE NORTH-WESTERLY LINE OF U.S. ROUTE NO. 9; THENCE
6. SOUTH 20 DEGREES 31 MINUTES AND 28 SECONDS WEST ALONG U.S. ROUTE NO. 9 150.00 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL B:

BEGINNING ON THE NORTH-WESTERLY LINE OF U.S. ROUTE NO. 9 (66 FEET WIDE) AT THE DIVISION LINE OF LOT 98 AND LOT 99 IN BLOCK 479 SAID POINT BEING SOUTH 20 DEGREES 33 MINUTES AND 33 SECONDS WEST 145.58 FEET FROM THE SOUTHERLY LINE OF SPENCER LANE (25 FEET WIDE); AND EXTENDING THENCE.

1. SOUTH 20 DEGREES 31 MINUTES AND 28 SECONDS WEST ALONG U.S. ROUTE NO. 9 A DISTANCE OF 139.45 FEET TO THE DIVISION LINE OF LOT 98 AND LOT 97; THENCE
2. NORTH 69 DEGREES 28 MINUTES AND 35 SECONDS WEST ALONG SAID DIVISION LINE 212.00 FEET TO THE DIVISION LINE OF LOT 98 AND LOT 100; THENCE
3. NORTH 20 DEGREES 31 MINUTES AND 28 SECONDS EAST ALONG SAID DIVISION LINE 139.45 FEET TO THE DIVISION LINE OF LOT 99 AND LOT 98; THENCE
4. SOUTH 69 DEGREES 28 MINUTES AND 35 SECONDS EAST ALONG SAID DIVISION LINE 212.00 FEET TO THE NORTH-WESTERLY LINE OF U.S. ROUTE NO. 9 AND THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: ALSO BEING KNOWN AS TAX LOTS 97 & 98 IN TAX BLOCK 479 ON THE OFFICIAL TAX MAP OF THE Township of Upper, Cape May COUNTY, STATE OF NJ.

4853-5907-1238.v7

EXHIBIT B

Permitted Encumbrances

1. Easements, encroachments, overlaps, boundary line disputes or other matters affecting title which a survey would disclose, and which are not shown by the public record.
2. Subsurface conditions or encroachments not disclosed by an instruction of record.
3. Rights of claims of parties in possession of the land not shown by the public record.
4. Taxes, charges and assessments not yet due and payable.
5. Rights public and private in Clay Avenue. Subject to the right of access over premises by the owners of Lot 75 Tax Block 479.
6. Rights of the State of New Jersey, the United States of America and the public in any part of the premises in question lying below the high water line of Great Egg Harbor Bay, Tuckahoe River, or any other tidal streams or waters crossing or bounding premises in question.
7. Covenants, conditions, and limitations as contained In the following Grants from State of New Jersey:
 - a) Dated March 1, 1905 and recorded In Deed Book 198 page 170.
 - b) Dated July 5, 1905 and recorded in Deed Book 195 page 428.
 - c) Dated July 30, 1903 and recorded in Deed Book 184 page 101.
 - d) Dated February 27, 1962 and recorded April 17, 1962 In Deed Book 1069 page 830.
8. Easement for drainage purposes, granted by Maurice Stites, unmarried, devisee under Will of Thomas B. Stites, deceased and Harriet Stites, unmarried to the State of New Jersey dated July 15, 1940 and recorded July 20, 1940 In Deed Book 611 page 415.
9. Restrictions as contained in Deed from Pearl T. Corson to W. Lile Fleetwood, et ux, one dated June 19, 1953 and recorded in Deed Book 801 page 34 and the other dated July 26, 1955 and recorded In Deed Book 872 page 8.
10. Conditions and restrictions concerning buildings, use, &c as contained in Deed from Pearl T. Corson, widow to Elbert N. Eggly, et ux, dated September 1, 1955 and recorded September 20, 1955 in Deed Book 877 page 290.
11. Reservation in Deed from Seashore & Mainland Development Co. to Stanley M. Pontiere Co., dated November 5, 1928 recorded in Deed Book 483 page 144, as follows: "Grantor herein reserves the right and privilege to place and erect poles and appliances thereto for electric and telephone service on the rear property line of Lots 10 to 17 incl., Block F Unit 2 Miramar.

12. Rights of the Township of Upper to maintain or replace drainage pipe In Golden Oak Lane as reserved In Ordinance #52 recorded June 1, 1960 In Book 1 of Vacations page 271.
13. Easement for ingress, egress, and regress by foot and vehicle over, through, and upon a 50 feet wide strip of land across premises In Deed Book 1035 page 452 the center line of which is at right angles to the Southeast line of said premises and 278.08 feet Southwest along that line from the 4th corner and 245.92 feet Southwest along the second course from the third corner as more fully described and reserved for themselves, their heirs, successors, and assigns, in Deed from Harry S. Webb, et ux to Southern Properties dated July 11, 1957 and recorded July 12, 1957 in Deed Book 938 page 218.
14. Covenants in Deed from Harry S. Webb and wife to Southern Properties dated July 11, 1957 and recorded July 12, 1957 in Deed Book 938 page 218, that in grantee's use of said premises it will not cause the natural surface water to be impounded to any greater extent than it has accumulated prior to the date of said deed.
15. Easement for ingress, egress, and regress, by foot and vehicle over, through, and upon a 50 feet wide strip of land across premises in Deed Book 1035 page 452, the center line of which is at right angles to the first course and 254.35 feet Southwest along that course, from the first or beginning corner and 209.75 feet Southwest along the third course from the fourth corner of said premises as more fully described and reserved for themselves, their heirs, successors, and assigns, in Deed from Henry Young and wife to Southern Properties dated June 17, 1957 and recorded July 18, 1957 in Deed Book 936 page 77.
16. Easement for ingress, egress, and regress by foot and vehicle over, through, and upon a 50 feet wide strip of land across premises in Deed Book 1035 page 452 the center line of which is parallel with and 150 feet Northeastwardly at right angles from the first course thereof as more fully described and reserved for themselves, their heirs, successors, and assigns in Deed from Leon D.H. Teal and wife to Southern Properties dated May 9, 1957 and recorded May 6, 1957 In Deed Book 933 page 155.
17. Easement for ingress, egress, and regress by foot and vehicle over, through, and upon a 50 feet wide strip of land across premises In Deed Book 1035 page 452 the center line of which is parallel with and 290 feet Southwestwardly at right angles from the fourth course thereof as more fully described and reserved for herself, her heirs, successors and assigns in Deed from Laura C. Lowry, widow to Southern Properties dated April 29, 1957 and recorded April 30, 1957 in Deed Book 931 page 483.
18. Easement for ingress, egress, and regress by foot and vehicle over, through, and upon a 50 feet wide strip of land across premises in Deed Book 1035 page 452, the center line of which is 270 feet Southwest at right angles to and is parallel with the third course as more fully described and reserved for themselves for themselves, their heirs, successors and assigns, In deed from Raymond Wilson Garrison and wife to Southern Properties

- dated August 9, 1957 and recorded August 21, 1957 In Deed Book 941 page 387.
19. Easement for ingress, egress, and regress by foot and vehicle over, through, and upon a 33 feet wide strip of land across Premises in Deed Book 1035 page 452, the center line of which begins 16.5 feet Northeast along the first course, from the second corner thereof, and which extends Northwest at right angles to the first course 500 feet to the Northwest line of said property as more fully described and reserved for themselves, their heirs, successors and assigns In Deed from Edgar Y. Corson, et ux, to Southern Properties dated July 30, 1957 and recorded August 1, 1957 in Deed Book 940 page 24.
 20. Easement for ingress, egress, and regress by foot and vehicle over, through, and upon a 33 feet wide strip of land across premises In Deed Book 1035 page 452, the center line of which is parallel with and 300 feet Northeasterly measured along the first and third courses from the second course, as more fully described and reserved for themselves, their heirs, successors, and assigns in Deed from Amos N. Corson, et ux, to Southern Properties dated July 25, 1957 and recorded July 26, 1957 in Deed Book 939 page 296.
 21. Easement for Ingress, egress, and regress, by foot and vehicle over, through, and upon a 33 feet wide strip of land across premises In Deed Book 1035 page 452, the center line of which begins In the Southeast line of said premises 690.35 feet Northeast along that line, from the first or beginning point of said described lands, and extends North 31 degrees 49 minutes 20 seconds West 505.79 feet to the Northwest line thereof as more fully described and reserved for himself, his heirs, successors and assigns in Deed from Harvey D. Young, to Southern Properties dated June 28, 1957 and recorded July 2, 1957 in Deed Book 937 page 186.
 22. Subject to terms and conditions as contained in unrecorded Lease to B.L. England Recreation Center.
 23. Subject to the claim of the State of New Jersey over that part of the Premises as shown on Tidelands Claim Maps #154-1998, 154-2004, 161-1998, 161-2004 and 161-2010.
 24. Slope, drainage, and grading rights of the State of New Jersey over that part of the insured premises abutting State Highway Route #9.
 25. Subject to right, if any, in and to a 20 feet wide drainage easement to New Jersey State Highway Department as noted on filed Map #1741.
 26. Rights granted to County of Cape May as In Deed Book 529 page 196.
 27. State of New Jersey Department of Environmental Protection Permit in Deed Book 3212 page 500.
 28. Subject to conditions, limitations and restrictions as set forth in Easement and License Agreement in Deed Book 3276 page 572.
 29. Deed Notice by RC Cape May Holdings, LLC dated November 13, 2020, recorded on

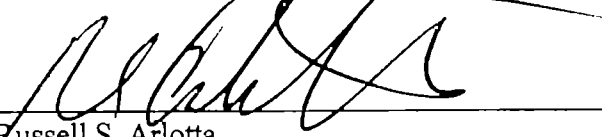
December 2, 2020, Book X925, Pages 704-753.

30. Grant of Conservation Restriction/Easement (Public Access to the Waterfront) from RC Cape May Holdings, LLC to the State of New Jersey, Department of Environmental Protection, dated January 25, 2012, recorded April 13, 2012 Book 3489, Page 51.
31. Grant of Conservation Restriction/Easement (Forest Preservation Area) from RC Cape May Holdings, LLC to the State of New Jersey, Department of Environmental Protection, dated January 25, 2012, recorded April 13, 2012 Book 3489, Page 70.
32. Grant of Conservation Restriction/Easement from RC Cape May Holdings, LLC to the State of New Jersey, Department of Environmental Protection, dated April 16, 2013, recorded May 21, 2013 Book 3537, Page 38.
33. Easement and License Agreement between Atlantic City Electric Company and RC Cape May Holdings, LLC dated February 8, 2007, recorded in Deed Book D3276 at Page 572 on February 28, 2007, as modified by that certain Amendment to Easement and License Agreement dated March 24, 2020, recorded in Deed Book D3915 at Page 44 on May 29, 2020.
34. Memorandum of Option Agreement to Purchase dated January 31, 2020, which was recorded with the Cape May County Clerk on February 18, 2020 in Book X929, Pages 374-381.
35. All matters shown on a survey made by Jack W. Shoemaker, dated November 22, 2006, last revised to January 17, 2007, including but not limited to the following:
 - a) Overhead wires extend into premises
 - b) Shed on property line adjoining Lot 96
 - c) Fences do not coincide with title lines
 - d) Utility poles on property line
 - e) Transmission Facility Building encroachment.
36. Remediation Agreement as contained in Book X495, Page 700.
37. Non-disturbance Agreement as contained in Book X541, Page 711.
38. Building set-back line(s), Easement(s), Condition(s) and Notes(s) as shown on Filed Map No. 10930.
39. Grant of Conservation Restriction/Easement as contained in Deed Book 3368, Page 895.
40. D.E.P. CAFRA Permit as contained in Deed Book 3380, Page 191.
41. Subordination, Non-disturbance and Attornment Agreement as contained in Deed Book 3483, Page 544.

42. Deed Notice as contained in Book X767, Page 612.
43. D.E.P. Permit as contained in Deed Book 3629, Page 604.
44. The existing arrangement with Steve Gearheart, 22 Harding Avenue, Beesley's Point, established through custom and practice, to maintain the water level of the pond on the golf course on the Property, and to maintain and repair the golf course pond pump.

IN WITNESS WHEREOF, the Grantor has signed this Deed as of the date set forth below, to be made effective as of the date set forth on the first page hereof.

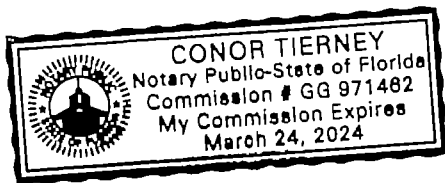
RC CAPE MAY HOLDINGS, LLC

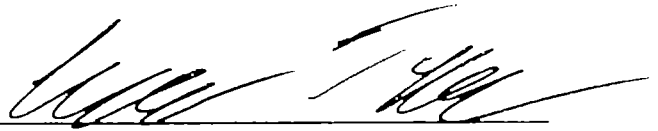
By: 
Russell S. Arlotta
Authorized Representative

STATE OF FLORIDA)
) ss.:
COUNTY OF Palm Beach)

I certify that on February 17th, 2022, Russell S. Arlotta personally came before me and acknowledged, under oath, to my satisfaction, that this person:

- (a) personally signed this Deed in his capacity as the Authorized Representative of **RC CAPE MAY HOLDINGS, LLC**, the limited liability company named in the within Deed;
- (b) signed and delivered this Deed in such capacity as his act and deed and as the act and deed of said company;
- (c) was authorized by such company to execute and deliver the attached document on behalf of such company; and
- (d) made this Deed for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title.




Notary Public

Oyster Creek

Block 1001 Lot 4.05



**Ocean County
Document Summary Sheet**

OCEAN COUNTY CLERK
PO BOX 2191
COURTHOUSE
TOMS RIVER NJ 08754

INSTR # 2022042620
OR BK 18983 PG 1853
RECORDED 04/07/2022 12:14:08 PM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY
RECORDING FEES 140.00
REALTY TRANSFER TAX 33,775.00
Official Use Only

Transaction Identification Number

6024404 7253461

Submission Date(mm/dd/yyyy)	04/07/2022
No. of Pages (excluding Summary Sheet)	11
Recording Fee (excluding transfer tax)	\$140.00
Realty Transfer Tax	\$33,775.00
Total Amount	\$33,915.00

Return Address (for recorded documents)

ACW ABSTRACT, LLC
10000 LINCOLN E DR STE 201
MARLTON, NJ 08053

Document Type DEED/NO EXEMPTION FROM REALTY TRANSFER FEE

Municipal Codes
LACEY TOWNSHIP 13

Batch Type L2 - LEVEL 2 (WITH IMAGES)

975836

Additional Information (Official Use Only)

*** DO NOT REMOVE THIS PAGE.
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RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Ocean County
Document Summary Sheet**

DEED/NO EXEMPTION FROM REALTY TRANSFER FEE	Type	DEED/NO EXEMPTION FROM REALTY TRANSFER FEE				
	Consideration	\$3,000,000.00				
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)				
	Document Date	04/04/2022				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		FORKED RIVER II LLC			715 5TH AVE SUITE 1210, ALBERTA, NT T2P 2	
		OCEAN WIND LLC			399 BOYLSTON STREET, 12TH FLOOR, BOSTON, MA 02116	
	GRANTEE	Name			Address	
		OCEAN WIND LLC			399 BOYLSTON STREET 12TH FLOOR, BOSTON, MA 02116	
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
INDUSTRIAL	13	1001	4.05		13	

*** DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF OCEAN COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

RECORD AND RETURN TO:

Joseph A. Mascia, Esq.
Cozen O'Connor
3 WTC, 175 Greenwich Street, 55th Floor
New York, New York 10007

PREPARED BY:

Joseph Zawila, Esq.

DEED

THIS DEED is dated as of April 4, 2022

BETWEEN

FORKED RIVER II LLC, a Delaware limited liability company having an address c/o Maxim Power Corp., Suite 1210, 715 5th Avenue S.W., Calgary, Alberta, Canada T2P 2X6 (the "Grantor"),
Northwest Territories

AND

OCEAN WIND LLC, a Delaware limited liability company having an address of 399 Boylston Street, 12th Floor, Boston, Massachusetts, 02116 (the "Grantee").

1. Transfer of Ownership. In consideration for the sum of Three Million and 00/100 (\$3,000,000.00) Dollars, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby sells, grants and conveys the Property (as defined below) to the Grantee.

2. Tax Map Reference. The Property is known and designated as Block 1001, Lot 4.05 on the official tax map of the Township of Lacey.

3. Property. The property conveyed by this Deed (the "Property") consists of the land, together with all of the buildings, improvements and other fixtures on the land and all of the Grantor's rights relating to the land, located in the Township of Lacey, Ocean County, New Jersey and designated as Block 1001, Lot 4.05. The legal description of the Property is as follows:

See Exhibit A attached hereto and made a part hereof.

SUBJECT to (i) municipal zoning ordinances and applicable governmental laws, ordinances and regulations; (ii) current taxes not due and payable; (iii) all easements, restrictions, agreements and other encumbrances of record; (iv) all title exceptions set forth on Exhibit B attached hereto and made a part hereof; (v) the standard exceptions set forth in the Grantee's title commitment; and (vi) such state of facts as an accurate survey of the Property may disclose.

BEING the same property conveyed to the Grantor herein by deed from Forked River Power LLC dated March 23, 2017 and recorded on March 24, 2017 in the

EXHIBIT B
Permitted Exceptions

1. Covenants as to there being no easements for light or air or any right of direct access to or from the New Jersey Parkway as recorded in Deed Book 1987, Page 446.
2. Reservation of rights to extend waterways or lagoons recorded in Deed Book 2144, Page 484.
3. Utility Right of Way Agreement to Jersey Central Power & Light Company and New Jersey Bell Telephone Company (and their respective successors and/or assigns) recorded in Deed Book 2188, Page 445.
4. Right of Way Grant of Electric Lines recorded in Deed Book 2600, Page 369.
5. Agreement for Future Construction regarding installation of water meter pit and sewer line hookup recorded in Deed Book 3576, Page 427.
6. Easement Agreement for placement of facilities granted to Jersey Central Power & Light Company recorded in Deed Book 4023, Page 43 and Deed Book 4023, Page 54.
7. Easement to Atlantic City Electric Company recorded in Deed Book 4023, Page 98 and as amended by Deed Book 10712, Page 785.
8. Terms and conditions contained within Riparian Grant from State of New Jersey recorded in Deed Book 4854, Page 137.
9. Easement granted to New Jersey Department of Environmental Protection recorded in Deed Book 4871, Page 439.
10. Sewer Easement to Lacey Municipal Utilities Authority recorded in Deed Book 4925, Page 666.
11. Easement, License, and Restrictive Covenant Agreement recorded in Deed Book 10165, Page 1616 and partial release therefrom recorded in Deed Book 14236, Page 599.
12. Easement Agreement between Jersey Central Power & Light Company and Forked River Power LLC recorded in Deed Book 14026, Page 140, including non-exclusive access easement.
13. State of New Jersey Department of Environmental Protection Permit recorded in Deed Book 18392, Page 1659 and Deed Book 18612, Page 21.
14. All terms, conditions, easements, nonexclusive rights to access and other matters as shown and disclosed on Filed Map No. J-162; K-3001 and L-3664.
15. Rights of the State of New Jersey to regulate or limit access to and from the property and State Highway Route No. 9.
16. Terms and conditions of Memorandum of Agreement for Ocean Wind LLC to purchase from Forked River II LLC as recorded in Deed Book 17986, Page 1837.

Old Republic National Title Insurance Company

SCHEDULE A

(continued)

File No. ACW-1641

LEGAL DESCRIPTION

ALL that certain lot, tract or parcel of land situate, lying and being in the Township of Lacey, County of Ocean and State of New Jersey, bounded and described as follows:

BEGINNING at a point on the most easterly corner of new Lot 4.05 Block 1001, said point being the following five (5) courses from a monument found in the westerly line of Lot 1 in Block 61.01 (also formerly known as the Barnegat Branch of the Central Railroad of New Jersey), at the division line between Lots 42.03 and 43 in Block 41, Ocean Township, Ocean County, New Jersey, said monument also being opposite Centerline Station 2012+18.87 of New Jersey State Highway Route 9:

- a. South 76 degrees 01 minutes 57 seconds West, a distance of 1514.05 feet along the northerly line of Lot 42.03 Block 41 in Ocean Township, to a monument found; thence
- b. North 04 degrees 06 minutes 08 seconds West, a distance of 200.00 feet to a point; thence
- c. North 41 degrees 45 minutes 19 seconds West, a distance of 545.01 feet to a point; thence
- d. North 66 degrees 05 minutes 00 seconds west, a distance of 624.35 feet to a point; thence
- e. North 65 degrees 00 minutes 39 seconds West, a distance of 245.66 feet to a point and place of BEGINNING; thence running the following twelve (12) courses along the division line between new Lots 4.05 and 4.06 Block 1001:
 - 1. South 32 degrees 12 minutes 24 seconds West, a distance of 299.00 feet to a point; thence
 - 2. South 74 degrees 20 minutes 15 seconds West, a distance of 970.00 feet to a point; thence
 - 3. South 15 degrees 20 minutes 00 seconds East, a distance of 85.06 feet to a point; thence
 - 4. South 47 degrees 55 minutes 27 seconds West, a distance of 397.56 feet to a point; thence
 - 5. North 80 degrees 26 minutes 32 seconds Wests, a distance of 950.93 feet to a point; thence
 - 6. North 14 degrees 30 minutes 44 seconds West, a distance of 439.00 feet to a point; thence
 - 7. North 75 degrees 52 minutes 53 seconds East, a distance of 398.00 feet to a point; thence
 - 8. North 75 degrees 06 minutes 24 seconds East, a distance of 1,482.00 feet to a point of curvature; thence
 - 9. Along a curve to the right, having a radius of 360.00 feet, a central angle of 40 degrees 00 minutes 09 seconds , a chord bearing of South 84 degrees 55 minutes 26 seconds East a chord distance of 246.27 feet and an arc length of 251.34 feet to a point of tangency; thence
 - 10. South 64 degrees 55 minutes 22 seconds East, a distance of 114.50 feet to a point; thence

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJRB 3-09
Last Revised: 09/01/19

Old Republic National Title Insurance Company

SCHEDULE A

(continued)

File No. ACW-1641

11. South 55 degrees 14 minutes 29 seconds East, a distance of 66.12 feet to a point; thence
12. South 65 degrees 00 minutes 39 seconds East, a distance of 212.00 feet to the point or place of BEGINNING.

TOGETHER WITH those beneficial easement rights as set forth in that certain easement agreement by and between Jersey Central Power & Light Company and Forked River Power LLC, dated April 17, 2008, recorded June 2, 2008 in the Ocean County Clerk's Office in Deed Book 14026, Page 140.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 4.05 in Block 1001 on the Township of Lacey Tax Map.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJRB 3-09
Last Revised: 09/01/19

EXHIBIT A
Legal Description

4888-2062-3385.v1

State of New Jersey
Seller's Residency Certification/Exemption

SELLER'S INFORMATION

Name(s)

FORKED RIVER II LLC, a Delaware limited liability company

Current Street Address:

C/o Maxim Power Corp., Suite 1800, 715 5th Avenue S.W.

City, Town, Post Office

State

Zip Code

Calgary

Alberta, Canada

T2P 2X6

PROPERTY INFORMATION

Block(s)

Lot(s)

Qualifier

1001

4.05

Street Address

Rear of So Main Street

City, Town, Post Office

State

Zip Code

Lacey Township

NJ

07831

Seller's Percentage of Ownership

Total Consideration

Owner's Share of Consideration

Closing Date

100%

\$3,000,000.00

\$3,000,000.00

, 2022

SELLER'S ASSURANCE (Check the Appropriate Box)(Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax Payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
 Seller did not receive non-like kind property.
8. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

SELLER'S DECLARATION

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

FORKED RIVER II LLC, a Delaware limited liability company

April 4, 2022
Date

By: [Signature] Signature
Kyle Milton, Vice President

Date

By: [Signature] Signature
Kim Karan, Secretary and Treasurer

Date

(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY

COUNTY OCEAN } SS. County Municipal Code 1513

MUNICIPALITY OF PROPERTY LOCATION Township of Lacey

(1) **PARTY OR LEGAL REPRESENTATIVE** (See Instructions #3 and #4 on reverse side) XXXX-XX-X / / /
 Deponent, MARC ROMER being duly sworn according to law upon his/her oath,
 (Name)
 deposes and says that he/she is the Corporate Officer in a deed dated _____ transferring
 (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
 real property identified as Block number 1001 Lot number 4.06 located at
Rear of So Main Street, Township of Lacey, Ocean and annexed thereto.
 (Street Address, Town)

FOR RECORDER'S USE ONLY

Consideration \$ _____
 RTF paid by buyer \$ _____
 Date _____ By _____

le Insurance
 108-01-2016
 5 04-02-2018

(2) **CONSIDERATION** \$ 3,000,000.00 (See Instructions #1, #5, and #11 on reverse side)
 Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.
 (A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.
 Class 2 - Residential Class 4A - Commercial properties
 Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property (If checked, calculation in (E) required below)
 Cooperative unit (four families or less) (See C. 46:8D-3.)
 Cooperative units are Class 4C.

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.
 Property class. Circle applicable class or classes: 1 3B 4B 4C 15
 Property classes: 1-Vacant Land; 3B- Farm property (Qualified); 4B- Industrial properties; 4C- Apartments; 15- Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)
 Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
 Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and **MUST ATTACH COMPLETED RTF-4.**

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).
 Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

(D) **EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY**
 Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class <u>4b</u>	\$ <u>3249000.00</u>	+ <u>89.68</u> % = \$ <u>3622881.36</u>
Property Class _____	\$ _____	+ _____ % = \$ _____
Property Class _____	\$ _____	+ _____ % = \$ _____
Property Class _____	\$ _____	+ _____ % = \$ _____

(E) **REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:** (See Instructions #6 and #7 on reverse side)
 Total Assessed Valuation + Director's Ratio = Equalized Value
 \$ _____ + _____ % = \$ _____

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

(3) **TOTAL EXEMPTION FROM FEE** (See Instruction #8 on reverse side)
 Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

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

Subscribed and sworn to before me this 5th day of April, 20 22

Manuela Barros Signature of Deponent
 399 Boylston Street, 12th Floor, Boston, MA 02116 Deponent Address

Ocean Wind, LLC Grantor Name
 399 Boylston Street, 12th Floor, Boston, MA 02116 Grantor Address at Time of Sale

 Name/Company of Settlement Officer

MANUELA BARROS
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires March 27, 2023

County recording officers: forward one copy of each RTF-1EE to:
 STATE OF NJ - DIVISION OF TAXATION
 PO BOX 351
 TRENTON, NJ 08646-0351
 ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
 Deed Number _____ Book _____ Page _____
 Deed Dated _____ Date Recorded _____

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior LEGAL REVIEW by the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit: www.state.nj.us/treasury/taxation/tpl/oca/ra2.shtml

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 NJRB 3-09
 advised: 09/01/19

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

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

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

STATE OF
COUNTY OF
MUNICIPALITY OF PROPERTY LOCATION

FOR RECORDER'S USE ONLY
Consideration: \$
RTF paid by seller \$
Date By

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

Deponent, Kyle Mitton, being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Vice President of Grantor in a deed dated 2022 transferring
real property identified as Block number 1001 Lot number 4.05 located at
Rear of So. Main Street, Lacey Township, New Jersey 07831 and annexed thereto.

(2) CONSIDERATION \$3,000,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A (4B) 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

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

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

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ + % = \$

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

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

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

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

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

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over.
B. BLIND PERSON Grantor(s) legally blind or;
DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed

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

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

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

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED

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

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED

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

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED

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

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED (Instruction #15 on reverse side)

- Intercompany transfer between combined group members as part of the unitary business
Combined group NU ID number (Required)

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

Subscribed and sworn to before me
this 4th day of April, 2022

Signature of Deponent
c/o Maxim Power Corp, Suite 1300, 715 5th Avenue
S.W., Calgary, Alberta Canada T2P 2X6
Deponent Address

FORKED RIVER II LLC
A Delaware limited liability company
Grantor Name
c/o Maxim Power Corp, Suite 1800, 715 5th
Avenue S.W., Calgary, Alberta Canada T2P 2X6
Grantor Address at Time of Sale

Notary Public signature

GREGORY ROGER MEIDINGER

A Commissioner for Oaths
in and For Alberta

My Commission Expires: Feb. 11, 2024

XXX-XXX-713

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

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

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

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information

Office of the Clerk of Ocean County, New Jersey in Deed Book 16692, Page 591.

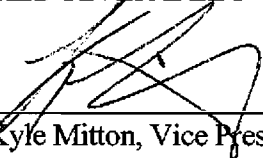
4. **Covenant As To Grantor's Acts.** The Grantor promises that, except as disclosed in this Deed, the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6).

[Signature on next page]

IN WITNESS WHEREOF, the Grantor has signed this Deed as of the date set forth above.

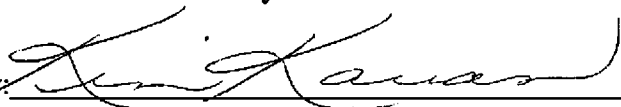
FORKED RIVER II LLC

By:



Kyle Mitton, Vice President

By:



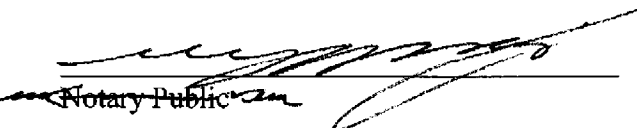
Kim Karran, Secretary and Treasurer

4888-2062-3385.v1

COUNTRY OF CANADA)
) ss.:
PROVINCE OF ALBERTA)

I certify that on April 4th, 2022, Kyle Mitton personally came before me and acknowledged, under oath, to my satisfaction, that he:

- (a) personally signed this Deed in his capacity as Vice President of **FORKED RIVER II LLC**, the limited liability company named in the within Deed;
- (b) signed and delivered this Deed in such capacity as his act and deed and as the act and deed of said company;
- (c) were authorized by such company to execute and deliver the attached document on behalf of such company; and
- (d) made this Deed for \$3,000,000.00 as the full and actual consideration paid or to be paid for the transfer of title.

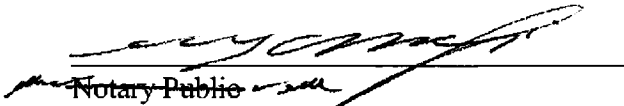

Notary Public

GREGORY ROGER MEIDINGER
A Commissioner for Oaths
In and For Alberta
My Commission Expires: Feb. 11, ~~2021~~ 2024

COUNTRY OF CANADA)
) ss.:
PROVINCE OF ALBERTA)

I certify that on April 4th, 2022, Kim Karran personally came before me and acknowledged, under oath, to my satisfaction, that she:

- (a) personally signed this Deed in her capacity as Secretary/Treasurer of **FORKED RIVER II LLC**, the limited liability company named in the within Deed;
- (b) signed and delivered this Deed in such capacity as her act and deed and as the act and deed of said company;
- (c) were authorized by such company to execute and deliver the attached document on behalf of such company; and
- (d) made this Deed for \$3,000,000.00 as the full and actual consideration paid or to be paid for the transfer of title.


Notary Public

GREGORY ROGER MEIDINGER
A Commissioner for Oaths
In and For Alberta
My Commission Expires: Feb. 11, ~~2021~~ 2024