
**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 6th day of November, 2013, between Fee Owner(s) FOUR PLUS CORPORATION, having an office at 5251 Hapstead High Street, Suite 300, Montgomery, Alabama 36116; GE 57TH STREET NORTH HOLDINGS, LLC, having an office at c/o JPMorgan Chase Bank, N.A., 270 Park Avenue, 16th Floor, New York, NY 10017; EE 57TH STREET NORTH HOLDINGS, LLC, having an office at c/o JPMorgan Chase Bank, N.A., 270 Park Avenue, 16th Floor, New York, NY 10017, Attn: Andrew M. Feder, Special Assets Real Estate; FADLING, LLC having an office at c/o Goulston & Storrs, P.C., 400 Atlantic Avenue, Boston, MA 02110; SWALLOW, LLC, having an office at c/o Goulston & Storrs, P.C., 400 Atlantic Avenue, Boston, MA 02110, Attn: Nancy Samiljan Esq.; APPLEBY NORTH HOLDINGS, LLC, having an office at c/o Womble Carlyle Sandridge & Rice, LLP, 5 Exchange Street, Charleston, SC 29401, Attn: Graeme Philp, Esq.; and DURST DEVELOPMENT L.L.C., [Ground Lessee] having an office at c/o The Durst Organization Inc., One Bryant Park, New York, NY 10036, (collectively the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233.

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, are the owners and ground lessee of real property located at the address of 615-629 West 57th Street; part of 631-649 West 57th Street; 614-630 West 58th Street in the City, County and State of New York, known and designated on the tax map of the City Register of the City of New York as tax map parcel numbers: Block 1105 Lot (s) 5 (portion), 14, 19 and 43, being a portion of that property conveyed to the Grantor Fee Owners by the deeds listed on Schedule A and being a portion of that property leased by Grantor Fee Owners to Grantor

Ground Lessee by that certain Ground Lease dated February 1, 1999 to commence February 1, 1999 and terminating on February 1, 2098 recorded in the City Register of the City of New York as Reel 2886 Pg 2039. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.36 +/- acres, and is hereinafter more fully described in the Land Title Survey dated September 13, 2013, prepared by Montrose Surveying Co., LLP., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: A2-0611-1008, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Residential as described in 6 NYCRR Part 375-1.8(g)(2)(i), Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for raising livestock or producing animal products for human consumption, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner and ground lessee of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by [10/12]

Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor: FOUR PLUS CORPORATION

By: *D. Whitten Joyner*

Print Name: D. Whitten Joyner

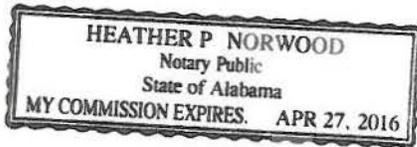
Title: President Date: 10/23/13

Grantor's Acknowledgment

STATE OF ^{Alabama} ~~NEW YORK~~)
) ss:
COUNTY OF Montgomery

On the 23 day of October, in the year 2013, before me, the undersigned, personally appeared D. Whitten Joyner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Heather P. Norwood
Notary Public - State of ~~New York~~
Alabama



Grantor: GE 57th STREET NORTH HOLDINGS, LLC
Sole Member: JP Morgan Chase Bank, N.A. and
George D. Endicott, as co-trustees, under
Agreement dated February 21, 2003 by
George D. Endicott F/B/O George D. Endicott

By: JP Morgan Chase Bank, N.A.
As Co-Trustee, and not individually

By: 

Print Name: Michael Pearlman

Title: Vice President Date: 10/30/13

By: _____
George D. Endicott, as Co-Trustee

Grantor's Acknowledgment

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

On the 30th day of October, in the year 20 13 before me, the undersigned, personally appeared Michael Pearlman personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public - State of New York

HIU TUNG TANG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TA6264806
Qualified in Queens County
My Commission Expires July 02, 20 16

INTENTIONALLY OMITTED

Grantor: EE 57th STREET NORTH HOLDINGS, LLC

Sole Member: JP Morgan Chase Bank, N.A., as Trustee, under Agreement dated March 17, 2003 by Elizabeth Endicott F/B/O Elizabeth Endicott

By: JP Morgan Chase Bank, N.A.
As Trustee, and not individually

By: 

Print Name: Michael Pearlman

Title: vice president Date: 10/30/13

Grantor's Acknowledgment

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

On the 30th day of October, in the year 20 13, before me, the undersigned, personally appeared Michael Pearlman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public - State of New York

HIU TUNG TANG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TA6264806
Qualified in Queens County
My Commission Expires July 02, 20 16

Grantor: FADLING, LLC

By: *[Signature]*

Name: Anne B. Appleby

Title: Manager Date: _____

Grantor's Acknowledgment

STATE OF WA)
) ss:
COUNTY OF Thurston)

On the 29 day of October, in the year 2013, before me, the undersigned, personally appeared Anne Appleby, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Melissa Kirkey 8/21/2014
Notary Public



Grantor: SWALLOW, LLC

By: Kate T. Lamdin

Name: Kate T. Lamdin

Title: Manager Date: _____

Grantor's Acknowledgment

STATE OF MA)
) ss:
COUNTY OF Hampshire)

On the 24 day of October, in the year 20 13, before me, the undersigned, personally appeared Kate T. Lamdin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

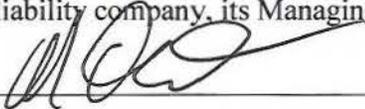
Deborah Lee Ward
Notary Public



Grantor: DURST DEVELOPMENT L.L.C., a New York limited liability company

By: The Durst Manager LLC, a New York limited liability company, its Manager

By: SRDA Manager, LLC, a New York limited liability company, its Managing Member

By:  _____

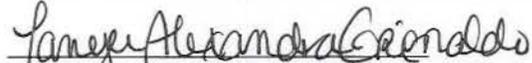
Print Name: Alexander Durst

Title: Co-Vice President Date: 10/25/2013

Grantor's Acknowledgment

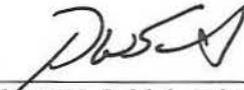
STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On the 25 day of October, in the year 2013, before me, the undersigned, personally appeared Alexander Durst, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public - State of New York

Tanya Alexandra Grimaldo
Notary Public, State of New York
No. 01GR6256808
Qualified in Queens County
Commission Expires Mar. 5, 2016

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

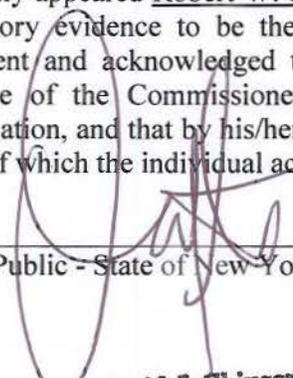
By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 6 day of November, in the year 2013, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York


David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

SCHEDULE "A"
ENVIRONMENTAL EASEMENT
PROPERTY DESCRIPTION

Metes and Bounds Description
Environmental Easement Area
Tax Block 1105 Tax Lots 14, 19, 43 and p/o Tax Lot 5:

ALL that certain plot, piece of parcel of land situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of West 57th Street (60 feet wide), distant 255 feet easterly from the corner formed by the intersection of northerly side of West 57th Street, with the easterly side of 12th Avenue (irregular width);

RUNNING THENCE northerly parallel with the easterly side of 12th Avenue, 200 feet 10 inches to the southerly side of West 58th Street (60 feet wide);

RUNNING THENCE easterly along the southerly side of West 58th Street, 295 feet to a point;

RUNNING THENCE southerly parallel with the westerly side of 11th Avenue, 200 feet 10 inches to the southerly side of West 57th Street;

RUNNING THENCE westerly along the northerly side of West 57th Street, 295 feet to the point or place of BEGINNING.

Being the same piece or parcel of land (or part of) acquired under the following deeds:

- a. FOUR PLUS CORPORATION (A NEW YORK CORPORATION) (AS TO AN UNDIVIDED 50% INTEREST)
- b. EE 57TH STREET NORTH HOLDINGS LLC (A DELAWARE LIMITED LIABILITY COMPANY) (AS TO AN UNDIVIDED 11.25% INTEREST)
- c. GE 57TH STREET NORTH HOLDINGS, LLC (A DELAWARE LIMITED LIABILITY COMPANY) (AS TO AN UNDIVIDED 11.25% INTEREST)
- d. FADLING, LLC (A DELAWARE LIMITED LIABILITY COMPANY) (AS TO UNDIVIDED 9.1667 % INTEREST)
- e. SWALLOW, LLC (A DELAWARE LIMITED LIABILITY COMPANY) (AS TO AN UNDIVIDED 9.1667% INTEREST)
- f. APPLEBY NORTH HOLDINGS, LLC (A DELAWARE LIMITED LIABILITY COMPANY) (AS TO AN UNDIVIDED 9.1667% INTEREST)

PARCEL I (Tax Lot 14)

As to a.: Title acquired under Deed dated 9/15/1936, recorded 4/28/1938 in Liber 3990 cp 48 made by JOHN S. APPLEBY and JENAT DEWITT APPLEBY.

As to b: Title acquired under Deed dated 3/28/2008, recorded 4/2/2008 as CRFN 2008000170994, made by JPMORGAN CHASE BANK, N.A., as Trustee under that certain Revocable Trust, made by ELIZABETH ENDICOTT and dated 3/17/2003 (as to a 6.25% interest) and under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000170991, made by JPMORGAN CHASE BANK,

N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY. (As to a 5% interest)

As to c: Title acquired under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000170993, made by JPMORGAN CHASE BANK, N.A., and GEORGE ENDICOTT, as Co-Trustee under that certain Revocable Trust made by GEORGE ENDICOTT and dated 2/21/2003 (as to a 6.25% interest) and dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000170991, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY. (As to a 5% interest)

As to d: Title acquired under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000170991, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and dated 3/28/2008, recorded 4/29/2008 as CRFN2008000170992, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

As to e: Title acquired under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000170991, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000170992, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

As to f: Title acquired under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000170991, made by JPMORGAN CHASE BANK N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000170992, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

PARCEL II (Tax Lot 5):

As to a.: Title acquired under Deed dated 9/15/1936, recorded 4/28/1938 in Liber 3990 cp 48, made by JOHN S. APPLEBY and JENAT DEWITT APPLEBY.

As to b: Title acquired under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000171067, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain

Revocable Trust made by ELIZABETH ENDICOTT and dated 3/17/2003 (as to a 6.25% interest) and under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN2008000171065, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY. (As to a 5% interest)

As to c: Title acquired under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000171879, made by JPMORGAN CHASE BANK, N.A., and GEORGE ENDICOTT, as Co-Trustee under that certain Revocable Trust, made by GEORGE ENDICOTT and dated 2/21/2003 (as to a 6.25% interest) and under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000171065, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY. (As to a 5% interest)

As to d: Title acquired under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000171065, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000171066, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

As to e: Title acquired under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000171065, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000171066, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

As to f: Title acquired under Deed dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000171065, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and dated 3/28/2008, recorded 4/29/2008 as CRFN 2008000171066, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

PARCEL III (TAX LOT 19)

As to a: Title acquired under Deed dated 9/15/1936, recorded 4/28/1938 in Liber 3990 cp 48, made by JOHN S. APPLEBY and JENAT DEWITT APPLEBY.

As to b: Title acquired under Deed 3/28/2008, recorded 4/30/2008 as CRFN 2008000172809, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Revocable Trust made by ELIZABETH ENDICOTT and dated 3/17/2003 (as to a 6.25%) interest) and under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172806,

made by JPMORGAN CHASE Bank, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY. (As to a 5% interest)

As to c: Title acquired under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172808, made by JPMORGAN CHASE BANK, N.A. and GEORGE ENDICOTT, as Co-Trustee under that certain Revocable Trust made by GEORGE ENDICOTT and dated 2/21/2003 (as to a 6.25%) and under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172806, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY. (As to a 5% interest)

As to d: Title acquired under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172806, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172807, made by JPMORGAN CHASE BANK, N.A. as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

As to e: Title acquired under Deed 3/28/2008, recorded 4/30/2008 as CRFN 2008000172806,

made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172807, made by JPMORGAN CHASE BANK, N.A. as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest) As to f: Title acquired under Deed 3/28/2008, recorded 4/30/2008 as CRFN 2008000172806, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172807, made by JPMORGAN CHASE BANK, N.A. as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

PARCEL IV (Tax Lot 43):

As to a.: Title acquired under deed dated 9/15/1936, recorded 4/28/1938 in Liber 3990 cp 48, made by JOHN S. APPLEBY and JENAT DEWITT APPLEBY.

As to b: Title acquired under deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172897, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Revocable Trust made by ELIZABETH ENDICOTT and dated 3/17/2003 (as to a 6.25% interest) and under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN2008000172894, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY. (As to a 5% interest)

As to c: Title acquired under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172896, made by JPMORGAN CHASE BANK, N.A., and GEORGE ENDICOTT, as Co-Trustee under that certain Revocable Trust made by GEORGE ENDICOTT and dated 2/21/2003 (as to a 6.25% interest) and under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172894, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY. (As to a 5% interest)

As to d: Title acquired under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172894, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172895, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

As to e: Title acquired under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172894, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172895, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

As to f: Title acquired under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172894, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of FRANCIS APPLEBY (as to a 5% interest) and under Deed dated 3/28/2008, recorded 4/30/2008 as CRFN 2008000172895, made by JPMORGAN CHASE BANK, N.A., as Trustee of that certain Trust created under the Will of EDGAR T. APPLEBY. (As to a 4.1667% interest)

SURVEY

