

## SUTTON LAND TITLE AGENCY

as Agent for

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN.

THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A CERTIFICATE OF TITLE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY

### LOAN POLICY SCHEDULE A

Name and Address of Title Insurance Company:

**Fidelity National Title Insurance Company  
900 Merchants Concourse, Suite 410  
Westbury, NY 11590**

Title Number: **SL-002533**

Policy Number: **PROFORMA**

Address Reference

**376 Owens Road and County Route 57, Fulton, New York**

Amount of Insurance: **\$15,000,000.00**

Date of Policy: **TBD**

1. Name of Insured:

**Highscore Capital LLC ISAOA/ATIMA, its successors and/or assigns as their respective interests may appear.**

2. The estate or interest in the land which is encumbered by the insured mortgage is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

**Attis Ethanol Fulton, LLC**

4. The insured mortgage and assignments thereof, if any, are described as follows:

**Mortgage from Attis Ethanol Fulton, LLC to Highscore Capital LLC ISAOA/ATIMA dated and to be duly recorded in the Oswego County Clerk's Office in the principal sum of \$15,000,000.00.**

5. The land referred to in this Policy is described as follows:

**See Schedule A Description attached hereto and made a part hereof.**

**--END SCHEDULE A--**

**SUTTON LAND TITLE AGENCY**  
as Agent for  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**LOAN POLICY**  
**SCHEDULE A DESCRIPTION**

Title Number: **SL-002533**

Policy Number: **PROFORMA**

All that tract or parcel of land lying and being in the Town of Volney, County of Oswego and State of New York, being more particularly described as follows:

BEGINNING at a point located at the intersection of the southerly right of way line of New York State Route No. 481 (a right of way of variable width) and the southwesterly boundary line of lands now or formerly belonging to CSX Transportation, Inc., which said point is the POINT OF BEGINNING; from said POINT OF BEGINNING, run thence along the southwesterly boundary line of the lands now or formerly belonging to CSX Transportation, Inc. South 36 degrees 48 minutes 21 seconds East 3,604.25 feet to a point located on the centerline of Owens Road (a 33 foot wide public right of way); run thence along the centerline of Owens Road South 88 degrees 14 minutes 38 seconds West 140.93 feet to a point located on the centerline of Owens Road; run thence in a southwesterly direction along the centerline of Owens Road, and following the curvature thereof along a curve to the left 483.23 feet (said curve being subtended by a chord having a bearing and distance of South 80 degrees 20 minutes 00 seconds West 481.70 feet and a radius of 1750 feet) to a point located on the centerline of Owens Road; run thence along the centerline of Owens Road South 72 degrees 25 minutes 22 seconds West 484.96 feet to a point located on the centerline of Owens Road; run thence along the centerline of Owens Road in a southwesterly direction along a curve to the right 168.17 feet (said curve being subtended by a chord having a bearing and distance of South 74 degrees 49 minutes 54 seconds West 168.12 feet and a radius of 2000 feet) to a point located on the centerline of Owens Road; run thence South 02 degrees 35 minutes 19 seconds East 680.00 feet to a point; run thence South 81 degrees 55 minutes 33 seconds West 1337.82 feet to a point; run thence North 26 degrees 56 minutes 37 seconds West 852.31 feet to a point located on the centerline of Owens Road; run thence along the centerline of Owens Road South 87 degrees 24 minutes 41 seconds West 77.02 feet to a point located on the centerline of Owens Road; run thence along the centerline of Owens Road South 86 degrees 19 minutes 56 seconds West 350.00 feet to a point located on the centerline of Owens Road; run thence along the centerline of Owens Road South 86 degrees 19 minutes 56 seconds West 200.00 feet to a point located at the intersection of the centerline of Owens Road and the centerline of County Route No. 57 (a variable width public right of way); run thence along the centerline of County Route No. 57 North 24 degrees 39 minutes 23 seconds West 522.00 feet to a point located on the centerline of County Route No. 57; run thence North 65 degrees 20 minutes 37 seconds East 90.00 feet to a point; run thence in a northeasterly direction along a curve to the left 175.09 feet (said curve being subtended by a chord having a bearing and distance of North 53 degrees 56 minutes 38 seconds East 173.94 feet and having a radius of 440.00 feet) to a point; run thence in a northeasterly direction along a curve to the right 356.71 feet (said curve being subtended by an chord having a bearing and distance of North 70 degrees 55 minutes 48 seconds East 342.30 feet and a radius of 360.00 feet) to a point; run thence South 80 degrees 41 minutes 02 seconds East 90.00 feet to a point; run thence South 65 degrees 29 minutes 23 seconds East 62.20 feet to a point; run thence in a northeasterly direction along a curve to the left 240.37 feet (said curve being subtended by a chord having a bearing and distance of North 81degrees 17 minutes 10 seconds East 236.09 feet and a radius of 366.59 feet) to a point; run thence North 53 degrees 05 minutes 45 seconds East 361.88 feet to a point; run thence South 36 degrees 54 minutes 15 seconds East 232.54 feet to a point; run thence North 52 degrees 22 minutes 42 seconds East 114.42 feet to a point; run thence North 37 degrees 37 minutes 18 seconds West 24.00 feet to a point; run thence North 52 degrees 38 minutes 51 seconds East 76.53 feet to a point; run thence North 36 degrees 43 minutes 59 seconds West 61.15 feet to a point located at the exterior corner of an existing building; run thence North 51 degrees 35 minutes 16 seconds East 128.29 feet to a point located at the exterior corner of an existing building; run thence along the exterior corner of an existing building North 36 degrees 33 minutes 12 seconds West 66.79 feet to the exterior corner of an existing building; run thence partially along the exterior wall of an existing building and extending North 53 degrees 14 minutes 24 seconds East 304.54 feet to a point; run thence North 36 degrees 50 minutes 35 seconds West 1.85 feet; run thence South 53 degrees 09 minutes 25 seconds West 1.18 feet to a point; run thence North 36 degrees 50 minutes 35 seconds West 71.90 feet to a point; run thence North 53 degrees 29 minutes 43 seconds East 15.95 feet to a point; run thence North 37 degrees 48 minutes 05 seconds West 0.74 feet to a point; run thence North 53 degrees 01

minutes 39 seconds East 162.08 feet to a point located on the exterior of an existing building; run thence along the exterior wall of said existing building North 53 degrees 01 minutes 39 seconds East 78.20 feet to the exterior corner of said existing building; run thence North 53 degrees 09 minutes 24 seconds East 360.11 feet to a point; run thence North 37 degrees 15 minutes 56 seconds West 121.67 feet to a point; run thence in a northwesterly direction along a curve to the left 67.22 feet (said curve being subtended by a chord having a bearing and distance of North 53 degrees 18 minutes 53 seconds West 66.34 feet and a radius of 120.00 feet) to a point; run thence North 69 degrees 21 minutes 44 seconds West 305.43 feet to a point; run thence North 53 degrees 09 minutes 25 seconds East 14.47 feet to a point; run thence North 36 degrees 50 minutes 35 seconds West 894.30 feet to a point; run thence North 53 degrees 09 minutes 00 seconds East 58.71 feet to a point; run thence North 18 degrees 03 minutes 00 seconds East 285.00 feet to a point; run thence North 26 degrees 47 minutes 00 seconds West 269.22 feet to a point; run thence South 87 degrees 24 minutes 44 seconds West 200.00 feet to a point; run thence North 82 degrees 14 minutes 24 seconds West 501.05 feet to a point; run thence South 87 degrees 24 minutes 44 seconds West 450.00 feet to a point; run thence North 02 degrees 35 minutes 16 seconds West 86.52 feet to a point located on the southerly right of way line of New York State Route No. 481; run thence along the southerly right of way line of New York State Route No. 481 South 79 degrees 25 minutes 09 seconds East 160.31 feet to a point located on the southerly right of way line of New York State Route No. 481; run thence along the southerly right of way line of New York State Route No. 481 North 87 degrees 24 minutes 44 seconds East 1378.32 feet to a point located at the intersection of the southerly right of way line of New York State Route 481 and the southwesterly boundary line of lands now or formerly belonging to CSX Transportation, Inc., which said point is the POINT OF BEGINNING, all as shown on that certain ALTA/NSPS Land Title Survey dated February 11, 2019, last revised May 17, 2019, Job No. 4.1193.348 prepared by Matthew Michael Webb, LLS No. 050851-1 for Sunoco LP, et. al., which said ALTA/NSPS Land Title Survey is expressly incorporated herein and made a part hereof.

Said tract being located within the following sections, lots and blocks: 254.00-05-04.03; 254.00-05-04.06; 254.00-05-04.08; 254.00-05-04.11; 254.00-05-04.12.

**SUTTON LAND TITLE AGENCY**  
as Agent for  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**LOAN POLICY**  
**SCHEDULE B**  
**Part I**  
**EXCEPTIONS FROM COVERAGE**

Title Number: **SL-002533**

Policy Number: **PROFORMA**

This policy does not insure against loss of damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes, tax liens, tax sales, water rates, sewer rents and assessments, lien not yet due and payable.
2. Covenants, restrictions, easements, leases and agreements of record, etc., more fully set forth herein:
  - a. **Water Rights Etc. contained in Agreement between Jacob Limbeck and The Fulton Water Works Compay, dated November 9, 1898 and recorded April 30, 1900 in Liber 234 of Deeds, Pages 59-60.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
  - b. **Right of Way contained in Deed given to Fulton Water Works Company, dated July 14, 1899 and recorded April 30, 1900 in Liber 234 of Deeds, Page 64.** Policy affirmatively insures that any violation of the aforementioned right of way will not result in a forfeiture or reversion of title."
  - c. **Easement granted to Oswego River Power Transmission Company, dated July 24, 1905 and recorded January 15, 1906 in Liber 252 of Deeds, Pages 397-398.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
  - d. **Easement granted to Oswego County Ind. Tel. Co., dated October 11, 1906 and recorded September 25, 1931 in Liber 367 of Deeds, Pages 386; as amended by Instrument from Midstate Telephone Co. Inc. to Miller Brewing Company, dated April 30, 1974 and recorded May 6, 1974 in Liber 777 of Deeds, Pages 31-37.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
  - e. **Easement granted to Fulton Light, Heat & Power Co., dated April 5, 1916 and recorded April 27, 1916 in Liber 297 of Deeds, Pages 557-558.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).

- f. **Easement for telephone purposes as granted to Oswego County Independent Telephone Company, dated February 7, 1918 and recorded February 28, 1918 in Liber 305 of Deeds, Page 479.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- g. **Agreement between Stephen T. Limbeck and Abbie Limbeck, his wife and Mary J. Limbeck and City of Fulton, dated February 2, 1918 and recorded May 19, 1919 in the Oswego County Clerk's Office in Liber 312 of Deeds, Pages 241-242.** Policy insures that there is no condition or right of re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- h. **Easement granted to The Syracuse Lighting Company Inc., dated October 20, 1925 and recorded March 22, 1930 in Liber 360 of Deeds, Page 193, as amended by Instrument from Niagara Mohawk Power Corporation to Miller Brewing Company dated April 24, 1974 and recorded May 6, 1974 in Liber 777 of Deeds, Pages 38-45.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- i. **Utility easement granted to Niagara Mohawk Power Corporation by instrument recorded in Book 634 of Deeds, at page 452 and Liber 796 page 925.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- j. **Easement granted to The Oswego County Independent Telephone Company and Fulton Light, Heat and Power Company, dated October 26, 1927 and recorded March 10, 1930 in Liber 360 of Deeds, Pages 63-64.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- k. **~~Easement granted to Oswego County Independent Telephone Company, dated August 3, 1934 and recorded December 5, 1934 in Liber 378 of Deeds, Pages 76-77.~~** INTENTIONALLY OMITTED
- l. **Easement granted to Niagara Mohawk Power Corporation, dated April 7, 1950 and recorded April 12, 1950 in Liber 493 of Deeds, Pages 332-333; as amended by Instrument from Niagara Mohawk Power Corporation to Miller Brewing Company, dated April 24, 1974 and recorded May 6, 1974 in Liber 777 of Deeds, Pages 38-45.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- m. **Easement granted to Oswego County Telephone Corporation, dated December 3, 1962 and recorded December 10, 1962 in Liber 661 of Deeds, Pages 572-573.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- n. **Rights of City of Fulton retained for its water supply system as contained in Resolution of the Common Council of the City of Fulton passed April 16, 1974. (Not recorded)**

- o. ~~Restrictive covenants contained in instrument recorded in Liber 461 of Deeds, Pages 52-55. INTENTIONALLY OMITTED~~
- p. Easement granted to Midstate Telephone Co., Inc., dated July 7, 1975 and recorded September 4, 1975 in Liber 791 of Deeds, Page 271. Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- q. ~~Easement granted to Niagara Mohawk Power Corporation, dated April 13, 1976 and recorded April 29, 1976 in Liber 796 of Deeds, Pages 923-924. INTENTIONALLY OMITTED~~
- r. Easement granted to Niagara Mohawk Power Corporation, dated April 13, 1976 and recorded April 29, 1976 in Liber 796 of Deeds, Pages 925-926. Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- s. Easement granted to Niagara Mohawk Power Corporation, dated June 23, 1980 and recorded May 7, 1981 in Liber 842 of Deeds, Pages 661-663. Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- t. ~~Only As to IDA (Crysteel) Parcel: Declaration of Covenants from Miller Brewing Company to R/M Can Company, recorded May 22, 1990 in Liber 1119 of Deeds, pages 220-221. INTENTIONALLY OMITTED~~
- u. Easement granted to R/M Can Company, dated October 29, 1993 and recorded November 3, 1993 in Book 1231 of Deeds, Pages 219-246; as amended by instrument recorded January 30, 1998 in Liber 1398 of Deeds, Pages 258-290, as further amended by instrument recorded June 18, 1998 in Liber 1415 of Deeds, pages 125-129. Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- v. Easement granted to Niagara Mohawk Power Corporation, dated March 23, 1995 and recorded June 6, 1995 in Liber 1282 of Deeds, Pages 178-180. Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- w. Easement granted to Onondaga County Water Authority, dated June 27, 1995 and recorded October 12, 1995 in Liber 1297 of Deeds, Pages 219-233. Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- x. ~~Only As to IDA (Crysteel) Parcel: Easement granted to Niagara Mohawk Power Corporation, dated April 3, 1995 and recorded May 16, 1995 in Liber 1280 of Deeds, pages 176-177. INTENTIONALLY OMITTED~~

- y. ~~Only As to IDA (Crysteel) Parcel: Declaration of Covenants and Restrictions recorded January 23, 1996 in Liber 1309 of Deeds, page 327.~~ INTENTIONALLY OMITTED
- z. No title or interest is insured to any land within the lines of any highway or road entering into, running through or abutting upon the premises.
- aa. Reserved easements, covenants and restrictions and agreements in Deed Liber 1542, Pages 316-333. Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- ab. Only As to IDA (Crysteel) Parcel: This policy excepts from its coverage and the Company will not pay any loss or damage, costs, attorneys fees, or expenses which arise by reason of the premises described in Schedule "A" herein being identified as an Inactive Hazardous Waste Disposal Site in the Inactive Hazardous Waste Disposal Site Registry Index maintained in the county within which the premises described in Schedule "A" is located.
- ac. Notes, easements shown on Filed Maps Nos. P64 Line 78; P20 Line 75 and P23 Line 184 and filed as Instruments Nos. R-2006-008543 and R2011-0026533. (As to Parcels V & VI) Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- ad. Easement Agreement between Riverview Business Park, LLC, and Northeast Biofuels, LP dated June 30, 2006, and recorded in Instrument No. R2006-008208. Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- ae. Terms, covenants, conditions and agreements contained in a Memorandum of Company Lease Agreement made by and between Northeast Biofuels, LP, Lessor, and County of Oswego Industrial Development Agency, Lessee, dated June 22, 2006 and recorded on July 7, 2006 in R-2006-008210.
- Amended and Restated Memorandum of Company Lease Agreement made by and between Sunoco, Inc. (R&M) lessor, and County of Oswego Industrial Development Agency, lessee, dated as of March 1, 2016 and recorded on March 31, 2016 in R-2016-002705.
- af. Terms, covenants, conditions and agreements contained in a Memorandum of Agency Lease Agreement made by and between County of Oswego Industrial Development Agency, Lessor, and Northeast Biofuels, LP, Lessee, dated June 22, 2006 and recorded on July 7, 2006 in R-2006-008211.
- Amended and Restated Memorandum of Agency Lease Agreement made by and between County of Oswego Industrial Development Agency, lessor, and Sunoco, Inc. (R&M), lessee, dated as of March 1, 2016 and recorded on March 31, 2016 in R-2016-002706.
- ag. Easement and Wetlands shown on Map recorded in Instrument No. R-2006-008543. Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- ah. Unrecorded lease dated March 13, 2001 made by and between Riverview Business Park, as landlord and Independent Wireless One Leased Realty Corporation, as tenant as recited in Easement Agreement recorded January 9, 2013 in Instrument No. R-2013-000218. (As to Parcels V & VI)

- ai. **Utility easements recorded in Instrument No. 07-013942 and Instrument No. 07-013943.**  
There is no condition, right of re-entry or forfeiture under which the insured can be cut off, subordinated or otherwise disturbed, and does not prohibit the specific use or enjoyment of the premises. Further, the company hereby insures the insured against loss or damage which said insured shall sustain by reason of said Agreements.
- aj. **Easement between Riverview Business Park and National Grid recorded in Instrument No. R-2008-000920.** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).  
Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- ak. **Reciprocal Easement Agreement as recorded in Instrument No. R-2011-000491.** Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- i. **as amended by First Amendment to Reciprocal Easement Agreement as recorded in Instrument No. R-2017-001817.**
- al. **Easement and Right of Way for the Town of Volney (re: Water distribution system) made between Riverview Business Park, LLC and the Town of Volney County Road 57 South Water District of the Town of Volney, dated April 17, 2012 and recorded May 30, 2012 in Instrument No. R-2012-005163. (as to Parcels V & VI)** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).  
Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- am. **Grant of Easement and Assignment of Lease made between Riverview Business Park, LLC and TV6-W, LLC, dated as of December 27, 2012 and recorded January 9, 2013 in Instrument No. R-2013-000218. (As to Parcels V & VI)** Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- i. **Assignment and Assumption of Ground Lease made between Riverview Business Park, LLC and TV6-W, LLC, dated as of December 27, 2012 and recorded January 9, 2013 in Instrument No. R-2013-000219.**  
**(As to Parcels V & VI)** Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- an. **Memorandum of Assignment and Assumption Agreement as recorded in Instrument No. R-2016-009108.** Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- ao. **Matters shown on Plan recorded November 2, 2016 in Instrument No. R-2016-010556.** Policy insures that there is no condition or right of-re-entry or other provision by which the insured could be cut off, subordinated, or otherwise disturbed.
- ap. **Ingress-Egress Access Easement as recorded in Instrument No. R-2017-000049. (As to Parcels V & VI)** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).



- aq. **Access Easement Agreement as recorded in Instrument No. R-2017-000050. (As to Parcels V & VI)** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- ar. **Water Services Agreement as recorded in Instrument No. R-2017-001818. (As to Parcels V & VI)** Subject to the terms and conditions of this policy, policy insured that said agreement does not provide for any liens against the Insured Land which may become superior to the insured mortgage. Policy further insures against loss or damage to the Insured sustained by reason of any current violations of said easement(s).
- as. **Consent, Non-Disturbance and Attornment Agreement made between TV6-W, LLC as Grantee, and Riverview Business Park, LLC, as Grantor, and Stancorp Mortgage Investors LLC, as Lender, dated as of December 27, 2012 and recorded January 9, 2013 in Instrument No. R-2013-000220. (as to Parcels V & VI)**

3. Access to NYS Rte 481, is not insured.
4. Rights and easements, if any, acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.
5. Policy does not insure any title to land lying in the bed of Owens Road.
6. No title is insured to any land lying below the high water line of **Oswego River**, its arms, branches and tributaries by whatever name called, as the same now exists or formerly existed.
7. Riparian rights and easements of others over **Oswego River**; but the Policy does not insure any rights or easements in favor of the owner of the premises described in Schedule A herein.
8. Survey dated February 11, 2019, made by Lan Associates LLP shows no variations, defects or encroachments of lot lines except the following:
  - A. Shows on NewYork State Route No. 481 (northerly lot line):
    1. Chain link fence at or near lot line.
  - B. Shows on westerly lot line:
    1. Chain link fence at or near lot line.
  - C. Shows on part of northerly lot line of Tax lot 4.11:
    1. Chain link fence at or near lot line.
  - D. Shows on Ownes Road (southerly lot line):
    1. Chain link fence an unstated distance north of lot line.
  - E. Shows on easterly lot line:
    1. Chain link fence between 6.4 feet east and encroaching up to 29.2 feet west of lot line.
  - F. Shows the following items located on the Insured Land:
    1. Overhead utility wires transverse subject premises
    2. Railroad tracks;
    3. Sidetracks.

- i. As to items A, D and E: Policy affirmatively insures against monetary loss to the insured which results solely from the enforced removal of said encroachments, variations or projections.
- ii. As to items B and C: Policy affirmatively insures against monetary loss to the insured by reason of the enforced removal or relocation of said fence variations.
- iii. As to items F(2) and F(3): Policy is subject to rights of Railroad Company pursuant to any sidetrack agreements.

**--END SCHEDULE B - PART I--**

PROFORMA

**SUTTON LAND TITLE AGENCY**  
as Agent for  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**LOAN POLICY**  
**SCHEDULE B**  
**Part II**  
**EXCEPTIONS FROM COVERAGE**

Title Number: **SL-002533**

Policy Number: **PROFORMA**

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

1. TO FOLLOW

**--END SCHEDULE B - PART II--**



## STANDARD NEW YORK ENDORSEMENT LOAN POLICY

Attached to and forming a part of

Policy No.: PROFORMA  
Issued By

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

**NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN. THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A CERTIFICATE OF TITLE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY**

1. Covered Risk Number 11 is deleted, and the following is substituted:
  11. The lack of priority of the lien of the Insured Mortgage upon the Title
    - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien arising under Article 2 of the New York Lien Law for services, labor or material arising from construction of an improvement of work related to the Land when the improvement or work is either
      - (i) contracted for or commenced on or before Date of Policy; or
      - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
    - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
2. Exclusion Number 7 is deleted, and the following is substituted:
  7. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
3. Exclusions From Coverage is amended by adding a new Exclusion Number 8:
  8. Any consumer protection law including, without limitation, New York Banking Law Sections 6-l ("High-Cost Home Loans") and 6-m ("Subprime Home Loans"), relating to a mortgage on Land improved or to be improved by a structure or structures intended principally for occupancy by one-to-four families.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

STANDARD NEW YORK ENDORSEMENT (7/1/12) FOR USE WITH ALTA LOAN POLICY (6/17/06)

FIFTH REPRINT (08/15/2015)  
SIXTH REVISION (04/08/2018)

SL-002533

Dated:

Countersigned:

By:   
Authorized Officer or Agent

**Fidelity National Title Insurance Company**



BY



President

ATTEST



Secretary

PROFORMA



**WAIVER OF ARBITRATION  
OWNER'S OR LOAN POLICY**

Attached to and forming a part of

**Policy No.: PROFORMA  
Issued By**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

*NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN. THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A CERTIFICATE OF TITLE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY*

The policy is amended by deleting therefrom:

- (A) If this endorsement is attached to an ALTA Loan Policy: Condition 13.
- (B) If this endorsement is attached to an ALTA Owner's Policy: Condition 14.
- (C) If this endorsement is attached to a TIRSA Owner's Extended Protection Policy: Condition 12.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any other endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any other endorsements, nor does it extend the effective date of the Policy and any other endorsements, nor does it increase the face amount thereof.

Dated:

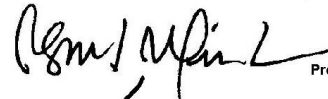
Countersigned:

By:   
Authorized Officer or Agent

**Fidelity National Title Insurance Company**



BY



President

ATTEST



Secretary



**ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT  
NEW YORK**

Attached to and forming a part of

**Policy No.: PROFORMA  
Issued By**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

*NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN. THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A CERTIFICATE OF TITLE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY*

The Policy insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

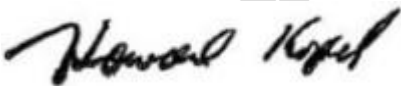
- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

Section 1307 of the Public Health Law

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any other endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any other endorsements, nor does it extend the effective date of the Policy and any other endorsements, nor does it increase the amount of insurance.

Dated:


Countersigned:

By:   
Authorized Officer or Agent

**Fidelity National Title Insurance Company**



BY



President

ATTEST



Secretary



## ACCESS ENDORSEMENT

Attached to and forming a part of

Policy No.: PROFORMA  
Issued By

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

**NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN. THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A CERTIFICATE OF TITLE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY**

The Policy hereby insures against loss which the Insured shall sustain in the event that the described land does not abut upon a physically open public street known as via Owens Road and County Route No. 57.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any other endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any other endorsements, nor does it extend the effective date of the Policy and any other endorsements, nor does it increase the face amount thereof.

Dated:

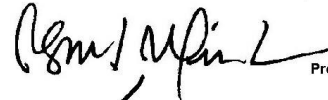
Countersigned:

By:   
Authorized Officer or Agent

**Fidelity National Title Insurance Company**



BY



President

ATTEST



Secretary





## CONTIGUITY ENDORSEMENT

Attached to and forming a part of

**Policy No.: PROFORMA**  
**Issued By**

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

**NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN. THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A CERTIFICATE OF TITLE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY**

The Policy insures against loss or damage which the Insured may sustain by reason that the land described in the Policy as Parcels are not contiguous to each other along their common boundary line(s).

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any other endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any other endorsements, nor does it extend the effective date of the Policy and any other endorsements, nor does it increase the face amount thereof.

Dated:

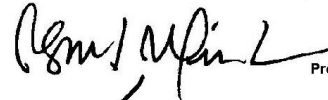
Countersigned:

By:   
Authorized Officer or Agent

**Fidelity National Title Insurance Company**



BY



President

ATTEST



Secretary



## LAND SAME AS SURVEY ENDORSEMENT

Attached to and forming a part of

**Policy No.: PROFORMA**  
**Issued By**

### **FIDELITY NATIONAL TITLE INSURANCE COMPANY**

***NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN. THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A CERTIFICATE OF TITLE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY***

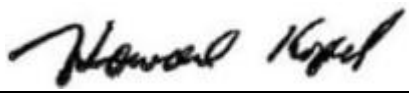
The Policy insures against loss by reason of the land not being the same as delineated on the plat of a survey made by Lan Associates LLP dated February 11, 2019.

The total liability of the Company under the policy and any endorsement thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions thereof to pay.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated:

Countersigned:

By:   
Authorized Officer or Agent

**Fidelity National Title Insurance Company**



BY



President

ATTEST



Secretary



## MORTGAGE TAX ENDORSEMENT

Attached to and forming a part of

**Policy No.: PROFORMA**  
**Issued By**

### FIDELITY NATIONAL TITLE INSURANCE COMPANY


***NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN. THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A CERTIFICATE OF TITLE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY***

The Policy insures the owner of the indebtedness secured by the insured mortgage(s) against loss or damage which may be sustained by reason that all mortgage recording taxes required to be paid on the insured mortgage(s) have not been paid.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any other endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any other endorsements, nor does it extend the effective date of the Policy and any other endorsements, nor does it increase the face amount thereof.

Dated:

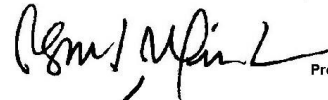
Countersigned:

By:   
Authorized Officer or Agent

**Fidelity National Title Insurance Company**



BY



President

ATTEST



Secretary