



INSTR # 2015036640
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 RECORDED 08/12/2015 10:53:48 AM
 PAULA SOLLAMI COVELLO, COUNTY CLERK
 MERCER COUNTY NEW JERSEY
 RTF TOTAL TAX \$8,170.00
 Moritt Hoek & Hamroff LLP
 By: Gary C. Hisiger, Esq.

This is not a

SPECIAL WARRANTY DEED

Site #56206

KNOW ALL MEN BY THESE PRESENTS, that **POWER TEST REALTY COMPANY LIMITED PARTNERSHIP**, a New York limited partnership, with an address at Two Jericho Plaza, Suite 110, Wing C, Jericho, New York 11753, hereinafter referred to as "**Grantor**",

AND **TRINETRA REALTY HOLDINGS NJ DE LLC**, a Delaware limited liability company, party of the second part, with an address at 103 Carnegie Center, Suite 109, Princeton, New Jersey 08540, hereinafter referred to as the **Grantee**.

TRANSFER OF OWNERSHIP. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **EIGHT HUNDRED SEVENTY FIVE THOUSAND THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$875,326.00)**. The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A.46:15-2.1) Township of West Windsor, County of Mercer, Block 39, Lot 27.

PROPERTY. All that certain tract or parcel of land, situated, lying and being in the Township of West Windsor, County of Mercer, State of New Jersey (the "**Premises**"), being more particularly described as follows: See **Schedule A - Legal Description** annexed hereto and made a part hereof.

BEING the same premises which Texaco Refining and Marketing Inc, formerly known as Getty Refining and Marketing Company, formerly named Getty Oil Company (Eastern Operations), Inc., a Delaware corporation, by Deed dated February 1, 1985 and recorded February 20, 1985 in the Office of the Recorder of Deeds in and for the County of Mercer in Deed Book 2281 Page 791, granted and conveyed unto Grantor.

The following are definitions for capitalized terms used herein and not defined when first used:

Copy

- (a) "**Baseline Condition**" means the most recent analytical data set forth in that certain LSRP Data Update Report prepared by David Daniels, LSRP, for the Reporting Period 12/2014 – 5/2015 with respect to: Former Getty #56206, 264 Washington Road, West Windsor Township, Mercer County, New Jersey, NJDEP Case # 04-07-29-1232-09, PI #010289, a copy of which is on file at the office of the Grantor.
- (b) "**Clean-up Standards**" means clean-up standards which are applicable to a property which is to be used for industrial or commercial purposes.
- (c) "**Closure**" means any of the following: (A) written notice from the appropriate Government Agency or a Licensed Site Professional, as applicable, that state-specific regulatory closure in accordance with the Clean-up Standards has been granted or achieved with respect to the subject Contamination; or (B) Grantor, (i) has requested in writing a closure notice, as described in subsection (A) above, from a Government Agency (or sent other closure communication to the appropriate Government Agency under Environmental Laws), (ii) has not received a response approving, disapproving or requesting additional information regarding the request for closure (or the other closure communication) for twenty four (24) months after submission of the written request (or other closure communication) and (iii) has determined that the closure requirements applicable to the subject Contamination in accordance with the Clean-up Standards are being met at the conclusion of the twenty four (24) month period; or (C) the subject Contamination is reflected as closed on the appropriate Government Agency's website.
- (d) "**Contamination**" means (1) contamination by any Hazardous Substances that requires Remediation within the soil matrix, surface water, groundwater and ambient air and/or indoor air, on, under or migrating to or from the Premises, or on, under or migrating to or from other real properties by migration or disposal from the Premises, or (2) the presence of abandoned, unregistered or out-of-service underground storage tanks, related piping and equipment or other buried containers or vessels that are required to be Remediated.
- (e) "**Environmental Laws**" means any and all applicable laws, regulations, rules, policies, procedures or guidance relating to: (1) the environment, health, safety, or natural resources, (2) the handling, use, presence, treatment, storage, disposal, release or threatened release of any Hazardous Substance or (3) any injury or threat of injury to persons or property or notifications to Government Agencies or the public in connection with any Hazardous Substance.
- (f) "**Environmental Permit**" means any permit, license, approval or other authorization under any Environmental Law and any other requirement of

any Government Agency relating to the environment, health, safety or natural resources.

- (g) "**Gas and Service Station Uses**" means, collectively, use of the Premises as an automobile service station, petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel used for internal combustion engines, or lubricants in any form, or other petroleum or petroleum-related products customarily associated with service stations.
- (h) "**Government Agency**" means any federal, state, county or local agency, department, bureau or other entity or instrumentality with regulatory or enforcement authority over the Premises pursuant to Environmental Laws, including the power to regulate the installation, operation and/or removal of underground storage tanks and/or the reporting, assessment, investigation and/or Remediation.
- (i) "**Grantor Notice Period**" means the period from the date hereof until the date that is one (1) year after the earlier of (i) the Remediation Completion Date, and (ii) the date that the USTs shown on **Schedule 2** are removed from the Premises.
- (j) "**Grantor Pre-Existing Unknown Contamination**" means Pre-Existing Unknown Contamination discovered prior to April 30, 2022 which was not discovered as a result of a Voluntary Site Investigation and that pursuant to Environmental Laws requires Remediation, (if any).
- (k) "**Hazardous Substance**" or "**Hazardous Substances**" means any substance, material, chemical, waste, product, by-product, co-product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic or words of similar import or regulatory effect under Environmental Laws or that is listed, classified, or regulated pursuant to any Environmental Laws, including any hydrocarbon, petroleum product or by-product, asbestos-containing material, lead-containing paint or plumbing, polychlorinated biphenyls, electromagnetic fields, microwave transmission, radioactive materials or radon.
- (l) "**Licensed Site Professional**" means an individual or entity licensed or otherwise granted authority by a Government Agency in accordance with applicable Environmental Laws to oversee and approve Remediation and/or to issue Environmental Permits or notices of Closure, including, but not limited to, a Licensed Site Remediation Professional (i.e. New Jersey).

(m) "**Pre-Existing Known Contamination**" means Contamination that is included in the Baseline Condition.

(n) "**Pre-Existing Unknown Contamination**" means Contamination (which by definition herein includes the presence of abandoned, unregistered or out-of-service underground storage tanks, related piping and equipment or other buried containers or vessels that are required to be Remediated) (1) which is discovered after the date hereof, (2) which occurred at or emanated from the Property prior to May 1, 2012, and (3) which is required to be Remediated. For the avoidance of doubt, Pre-Existing Unknown Contamination does not include Pre-Existing Known Contamination.

(o) "**Remediation,**" "**Remediate,**" and/or "**Remediated**" means any environmental assessment, investigation, response, monitoring, cleaning up, removing, treating, covering, and/or other action in response to Contamination or the threat of Contamination that is required by the appropriate Government Agency under applicable Environmental Laws to achieve Closure, and may, at Grantor's reasonable discretion, include, without limitation, monitored natural attenuation, engineering controls, institutional controls, and/or any other approved methodology which does not materially and adversely affect Grantee's operations at the Premises (it being understood that any such methodology or control which prevents access to current dispenser islands or removes or prevents access over current curb cuts or regular points of traffic would be presumed materially adverse, with the burden on Grantor to show otherwise).

(p) "**Remediation Completion Date**" means the date upon which Grantor achieves Closure with respect to any and all Pre-Existing Known Contamination and Grantor's Pre-Existing Unknown Contamination.

(q) "**TLI Policy**" means a policy of Tank and Line Insurance on terms substantially the same as those set forth on Schedule 1 attached hereto (such terms, the "**TLI Requirements**"). The TLI Policy shall also contain a provision requiring the insurance provider to give Grantee notice thirty (30) days prior to the termination or expiration or material modification of such policy.

(r) "**USTs**" means, collectively, the underground storage tanks and related piping and lines located at the Premises and described on Schedule 2 attached hereto and made a part hereof.

(s) "**Voluntary Site Investigation**" means any voluntary investigation, inspection, sampling or testing, regardless of whether such action is undertaken as part of a transfer or sale of the Premises, including but not limited to, intrusive or invasive investigations, geotechnical or ground

penetrating radar testing, or the taking or testing of soil, groundwater, surface water, soil vapor, or indoor air at the Premises. Voluntary Site Investigation shall not include (i) investigation, inspection, sampling or testing that is directed to be done by a Government Agency or Licensed Site Professional pursuant to Environmental Laws, or otherwise required to be done pursuant to Environmental Laws, (ii) any sampling or testing from monitoring wells which have been installed in connection with Remediation and which are being sampled or tested in accordance with approved Remediation plans, (iii) inspections undertaken pursuant to Environmental Laws as a result of Hazardous Substances discovered during capital improvement work to repair, replace, demolish or improve any buildings, structures, systems or utilities on or under the Premises, provided that, during any such capital improvement work, no investigation or testing for Hazardous Substances is voluntarily undertaken, and (iv) any "Phase I Environmental Assessment" of the Premises, meaning and limited to, for purposes of this Indenture, (x) a search and review of public records, (y) a site visit with inspection using no equipment (i.e., human sight, sound and smell senses only), and (z) interviews with the owner and/or operator of the Premises. Without limitation, no sampling of soil, air, surface or groundwater and/or building materials shall be included as part of any Phase I Environmental Assessment for purposes of this Indenture.

SUBJECT TO Grantee's covenant on behalf of itself, its successors and assigns to be responsible, at its sole cost and expense, in connection with any development of the Premises, for (A) the installation of an impervious vapor barrier and other foundation seals under any foundation laid as part of such development, as are customary in accordance with best practices in construction and building development at such time, (B) any increase in the cost of Grantor's Remediation of the Pre-Existing Known Contamination if such increase is caused by Grantee, and (C) the removal and disposal of any and all contaminated soil, surface water or groundwater discovered by Grantee whether or not such contaminated soil, surface water or groundwater may be alleged to be a part of the Baseline Condition (such soil removal and disposal to be conducted using low level thermal desorption and otherwise carried out in accordance with applicable laws) (collectively "**Development Obligations**"); provided, however, that if such contaminated soil, surface water or groundwater is part of the Baseline Condition or Grantor Pre-Existing Unknown Contamination, then Grantor shall be responsible to reimburse Grantee for the difference between (x) the cost incurred by Grantee to dispose of, in accordance with applicable law, the contaminated soil, surface water or groundwater that is part of the Baseline Condition or Grantor Pre-Existing Unknown Contamination, and (y) the cost that would have been incurred by Grantee to dispose of, in accordance with applicable law, such contaminated soil, surface water or groundwater had it not been part of the Baseline Condition or Grantor Pre-Existing Unknown Contamination. Additionally, before conducting any excavation work at the Premises prior to the

Remediation Completion Date of the Premises, Grantee shall provide Grantor with reasonable prior written notice of such work in order to allow Grantor an opportunity to be present.

SUBJECT TO Grantee's covenant on behalf of itself, its successors and assigns to provide Grantor with five (5) days prior written notice of any replacement, removal or abandonment (collectively "**Changes**") that Grantee plans to make to any presently existing USTs at the Premises if such Changes are to be made within the Grantor Notice Period. Such notice shall include, without limitation, a description of the proposed Changes to the USTs, detailing the number of USTs removed, replaced, abandoned-in-place and installed, the capacity of each UST, the location of each UST, the construction of all USTs (i.e., double-walled, fiberglass, steel) and all other material components of the USTs proposed to be changed. Prior to removing all or any of the USTs, Grantee will give Grantor at least five (5) days prior written notice in order to allow Grantor an opportunity to be present at such tank removal. If Grantee conducts any Changes to the USTs, but fails to give Grantor prior written notice of such conduct as required under this paragraph, then, without limitation to any other right or remedy available to Grantor with respect to such breach, any Pre-Existing Unknown Contamination discovered as a result of such Changes shall be presumed to be Contamination for which Grantee is solely responsible (even if not otherwise within such definition), with the burden of proof on Grantee to show that such Changes are not Grantee's responsibility. This paragraph shall terminate and be of no further force and effect after the conclusion of the Grantor Notice Period.

SUBJECT TO Grantee's covenant on behalf of itself, its successors and assigns to defend, indemnify and hold the Grantor and its parent and affiliated companies and their successors and assigns harmless from and against all claims, actions, losses, demands, judgments, damages or liabilities (including, without limitation, reasonable attorneys' fees, costs and disbursements), injuries, fines, payments, administrative orders, consent agreements, penalties, costs and expenses of any kind whatsoever brought (i) with respect to any and all environmental conditions and/or Contamination on, under, migrating to or from or related to the Premises, including, without limitation, claims asserted by any and all former owners of the Premises, and current or former tenants, operators, licensees or other occupants of the Premises, Government Agency or any third-party, other than Grantor, Pre-Existing Unknown Contamination, and Pre-Existing Known Contamination, until (and only until) Closure is attained with respect to such Grantor Pre-Existing Unknown Contamination and Pre-Existing Known Contamination and from Grantee's failure to comply with or to Remediate the Premises in accordance with Environmental Laws, (ii) from Grantee's use of the USTs on the Premises and/or for any Contamination related to or emanating from such USTs, and their compliance with Environmental Laws, and (iii) with respect to Grantee's failure to comply with the Development Obligations. Grantee hereby acknowledges that the Premises has been used as a retail gasoline service station including for the storage, sale, transfer and distribution of fuels and other petroleum products

containing hydrocarbons (and which may have included automotive repair services) and that there may be Hazardous Substances in connection therewith on and under the Premises.

SUBJECT TO the Premises not being used, in whole or in part at any time, (i) for residences of any type, places of worship, bed and breakfast facilities, rooming houses, hotels, motels, hospitals, nursing homes or similar geriatric facilities, child care, playground or recreational area, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), and (ii) for agricultural uses, or the use, construction or installation of any water wells for drinking or food processing.

SUBJECT TO the right of Grantee to use the Premises for Gas and Service Station Uses provided that Grantee hereby covenants on behalf of itself, and for its successors and assigns, to maintain a TLI Policy (under which, without limitation, Grantor and its affiliates, designees or assignees is named additional insured) on terms substantially the same as the TLI Requirements for the period from the date hereof until the later of (i) five (5) years following the date hereof, or (ii) the documented date that the USTs have been permanently removed from the Premises in accordance with applicable Environmental Laws; provided, in all events, such coverage shall be maintained for the Premises for any period in which Grantor or an agent on behalf of Grantor holds a mortgage encumbering the Premises, plus six (6) months. Grantee and its successors and assigns shall be responsible for any and all reasonable and successful enforcement costs of Grantor, including without limitation legal fees, resulting from a failure by Grantee or its successors or assigns to maintain the TLI Policy as required hereunder.

SUBJECT TO a license in favor of Grantor and its successors and assigns and its designees and their respective employees, agents, and/or contractors to access the Premises upon reasonable prior notice to Grantee (except in an emergency), in order to Remediate Grantor Pre-Existing Unknown Contamination and Pre-Existing Known Contamination for such time as is required by Grantor to meet its Remediation obligations. Such access shall be at Grantors' sole risk (other than due to Grantee's negligence) and shall include the right to conduct tests, take groundwater or soil samples, excavate, remove, dispose of, and treat the soil and groundwater, and undertake other actions as are, in Grantor's sole discretion, necessary to meet its Remediation obligations. Grantee agrees that it shall not disturb or tamper with or allow to be disturbed or tampered with any equipment, machinery, or other property of any kind, including, without limitation, monitoring wells, located on the Premises and installed or used in connection with Grantor's Remediation. Grantee further agrees that any cost or expense to repair or replace Grantor's monitoring wells or Remediation equipment other than for reasonable wear and tear shall be the responsibility of Grantee and Grantee agrees to indemnify, defend and hold Grantor harmless for any damage done to

Grantor's monitoring wells or Remediation equipment by Grantee, its employees, consultants, licensees, invitees and agents.

SUBJECT TO Grantee's covenant on behalf of itself, its successors and assigns to permit, execute, deliver and/or record any environmental covenants, land use controls and/or deed notices or other documents related to any engineering and/or institutional controls which Grantor elects to put in place in connection with attaining Closure of the Grantor Pre-Existing Unknown Contamination and Pre-Existing Known Contamination, and to comply with the terms thereof.

SUBJECT TO Grantee's covenant on behalf of itself, its successors and assigns, respectively, to pay any enforcement costs (including, without limitation, reasonable attorneys' fees) resulting from a failure by Grantee, or its successors and/or assigns, respectively, to comply with the covenants and use restrictions contained herein.

These foregoing covenants, license and use restrictions shall bind Grantee, its successors and assigns, and any subsequent purchasers or owners of the Premises and the Premises itself, and shall be deemed covenants running with the land and each portion thereof.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed or Attested by:

[Handwritten signature]

POWER TEST REALTY COMPANY LIMITED PARTNERSHIP, a New York limited partnership

By: **GETTY PROPERTIES CORP.**, its General Partner

By: *[Handwritten signature]* (SEAL)
Name: Joshua Dicker
Title: Senior Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

I CERTIFY that on August 3, 2015, Joshua Dicker, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is the person who signed the within instrument and he acknowledged that he signed this document as Senior Vice President of **GETTY PROPERTIES CORP.**, the General Partner of **POWER TEST REALTY COMPANY LIMITED PARTNERSHIP**, a New York limited partnership, named as grantor in this Deed;
- (b) this Deed was signed and delivered by Joshua Dicker as Senior Vice President of **GETTY PROPERTIES CORP.**, the General Partner of **POWER TEST REALTY COMPANY LIMITED PARTNERSHIP** as his company act and deed; and
- (c) made this Deed for **EIGHT HUNDRED SEVENTY FIVE THOUSAND THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$875,326.00)** as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A.46:15-5.)

Notary Public

ROBERT SAMUELS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA5034549
Qualified in Nassau County
My Commission Expires October 17, 2018

Getty / Ramoco - Sale / deed (NJ)_Site#56206
770322v1

<p align="center">DEED</p>	<p>Dated:</p>
<p>POWER TEST REALTY COMPANY LIMITED PARTNERSHIP, New York limited partnership</p> <p align="right">Grantor</p> <p align="center">TO</p> <p align="right">Grantee</p>	<p align="center">Record and return to:</p> <p>Spector Gadon & Rosen P.C. 1635 Market Street 7th Floor Philadelphia PA 19103 Attention: Jeffrey Kaiser, Esq.</p> <p>Chicago Title Company, LLC 2448 Church Road, 3rd Floor Toms River, NJ 08753 2015-80133</p>

This is not a certified copy

Getty / Ramoco - Sale / deed (NJ)_Site#56206
770322v1

SCHEDULE A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWNSHIP OF WEST WINDSOR, COUNTY OF MERCER, AND STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

BEGINNING at an iron bar in the southeasterly right-of-way line of New Jersey State Highway, U.S. Route 1 (formerly Brunswick Turnpike, State Highway Route 26) (100.0 foot right-of-way), said BEGINNING point being distant 93.13 feet measured on a bearing of South 52 degrees 31 minutes 06 seconds West from the intersection of the said right-of-way line of U.S. Route 1 extended and the southwesterly sideline of Washington Road (60.0 foot right-of-way) extended; thence running

(1) along lands of New Jersey State Highway Department, South 81 degrees 08 minutes 55 seconds East, 129.21 feet to a point in the existing southwesterly sideline of Washington Road; thence running

(2) South 35 degrees 05 minutes 00 seconds East, along the existing southwesterly sideline of Washington Road, parallel with the centerline thereof and 30.0 feet southwesterly therefrom measured at right angles thereto, a distance of 70.42 feet to a point; thence running

(3) South 74 degrees 48 minutes 54 seconds West, 168.24 feet to a point; thence running

(4) South 52 degrees 30 minutes 54 seconds West, 106.05 feet to a point; thence running

(5) North 34 degrees 59 minutes 30 seconds West, 100.10 feet to a point in the southeasterly right-of-way line of U.S. Route 1; thence running

(6) along the southeasterly right-of-way line of U.S. Route 1, North 52 degrees 31 minutes 06 seconds East, 171.09 feet to the point and place of BEGINNING.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 39, Lot 27 on the official tax map of the Township of West Windsor, County of Mercer, State of New Jersey

SCHEDULE 1

TLI REQUIREMENTS

Insurance carrier rated A- VIII or better

Tank Insurance is for spills and leaks from tanks and lines.

Terms of Coverage:

Tank and Line Insurance Covering:

- Remediation and corrective action costs resulting from storage tank and line incidents at each site
- Third-party bodily injury and property damage claims resulting from storage tank and line incidents at each site

Policy Limits: \$2MM per occurrence/\$10MM aggregate for the portfolio.
Insurance must be primary.

Deductible: Not greater than \$100k per occurrence

Tail Concept: No "tail" coverage per se, however, Grantor and its affiliates, designees and assignees must be named an additional insured on the tank/line insurance for the duration of any mortgage encumbering the Premises held by Grantor or an agent on behalf of Grantor, plus six (6) months. In other words, even after such mortgage is discharged, for a continuing period of six (6) months thereafter, Grantor and its affiliates, designees and assignees still must be named an additional insured on the policy.

Insurance to provide that Grantor gets at least thirty (30) days' notice of termination or expiration or material modification of such policy

Policy must be 100% minimum earned premium at inception. (Grantee can finance or pay cash, but Grantor needs to know that the policy is paid).

Additional Insureds: "Grantor, its affiliates and its and their officers, directors and employees and their successors and assigns"

SCHEDULE 2

EXISTING USTs

FEE/LEASE TANKS TANK TYPE INSTALLED PIPING FACILITY #

Partner	12000	frp dw	9/1/2005	frp dw	010289
	8000	frp dw	9/1/2005		
	4000	frp dw	9/1/2005		

This is not a certified copy

Site #56206



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s) Power Test Realty Company Limited Partnership, a New York limited partnership		
Current Resident Address: 200 Jericho Plaza, Wing C, Suite 110		
Street	State	Zip Code
City, Town, Post Office Jericho	NY	11753

PROPERTY INFORMATION (Brief Property Description)

Block(s) 39	Lot(s) 27	Qualifier
Street Address: 264 Washington Road		
City, Town, Post Office West Windsor	State NJ	Zip Code
Seller's Percentage of Ownership 100%	Consideration 875,326.00	Closing Date

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am 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 as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such 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 (see instructions).
 No non-like kind property received.
8. Transfer 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 property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has 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 being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

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 could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, in the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that the 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.

8-3-15

Date

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

Date

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

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 OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OCEAN } SS. County Municipal Code 1113

MUNICIPALITY OF PROPERTY LOCATION WEST WINDSOR

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

*Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, TRACEY A. ROUSSEAU, being duly sworn according to law upon his/her oath, deposes and says that he/she is the OFFICER OF TITLE CO in a deed dated AUG 3, 2015 transferring real property identified as Block number 39 Lot number 27 located at 264 WASHINGTON ROAD, WEST WINDSOR, NJ and annexed thereto.

(2) CONSIDERATION \$ 875,326.00 (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: (Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ 534,700.00 + 92.82% = \$ 576,061.19

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 (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)

- 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, #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 Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 10th day of August, 2015

Signature of Deponent: Tracey A. Rousseau
2446 Church RD TR NJ 08753
Deponent Address

Power Test Realty Company
Grantor Name
200 Jericho Pl Wing C Ste 110 NY N
Grantor Address at Time of Sale

LISA A CONSIGLIO-WOLFF
ID # 2438057
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires September 5, 2018

xxx-xxx- 5 2 1
Last three digits in Grantor's Social Security Number

Fidelity National Title
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 it 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's website at: www.state.nj.us/treasury/taxation/lpt/localtax.shtml.