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*Counsel for the Debtors*

Dated: November 08, 2006

**GEORGE B. NIELSEN, JR**  
U.S. Bankruptcy Judge

Lawrence E. Wilk, #006510  
Jonathan P. Ibsen, #023284  
**JABURG & WILK, P.C.**  
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*Special Counsel for Debtors*

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF ARIZONA

In re:  
MATHON FUND, L.L.C., et al,  
Debtors.

Chapter 11 Proceedings  
Case No. 05-27993 PHX GBN  
(Jointly Administered with Case Nos.  
05-27994 PHX-SSC and  
05-27995 PHX- JMM)

THIS FILING APPLIES TO:

- ALL DEBTORS
- SPECIFIED DEBTORS

**ORDER APPROVING SALE OF  
CONNECTICUT PROPERTY (NEW  
LONDON WATERFORD AIRPORT,  
CONNECTICUT)**

This matter having come before the Court upon the Debtors' Motion to Sell (the "Sale Motion") the Property located at Waterford, County of New London, State of Connecticut which is commonly referred to as the "New London Waterford Airport" and which is more fully described in Exhibit "A" attached hereto (the "Property"), pursuant to 11 U.S.C. § 363 by Auction, and there being no objections thereto; and an auction having been held in open Court on October 30, 2006 (the "Auction") ; and after due deliberation the Court having concluded that the entry of this Order Approving the Sale is in the best interests of the Debtors, their Estates, Creditors and other Parties in Interest;

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**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Court has jurisdiction over this matter and over the property of the Debtors and their Bankruptcy Estates pursuant to 28 U.S.C. §§ 157 and 1334;
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409;
3. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N) and (O);
4. Due and proper notice of the Sale Motion, the Bid Procedures and the Amended Bid Procedures, and the Auction was provided to all Parties in Interest;
5. The Debtors have engaged in substantial and satisfactory efforts to market the Property;
6. The terms of the Agreement of Purchase and Sale annexed to Sale Motion as Exhibit "A" and all amendments thereto (collectively the "Sale Agreement") between the Debtors and Allied Partners Finance LLC (the assignee of Meridian Development Partners LLC) (the "Purchaser") for the sum of \$12,000,000 have been adequately disclosed to all parties in interest;
7. The sale of the Property on terms set forth in the Sale Documents is in the best interests of the Debtors, their Estates, Creditors and other Parties in Interest;
8. The sale of the Property on the terms set forth in the Sale Agreement represents the valid and reasonable exercises of the Debtors' business judgment;
9. The Purchaser was the highest bidder at the Auction, and made the highest and best offer to purchase the Property;
10. The Sale of the Property to Purchaser on the terms set forth in the Sale Agreement is Approved, the Debtors are authorized and directed to sell the Property to Purchaser in accordance with the terms of the Sale Agreement, and to deliver to Purchaser the Property and all other property described in section 3. of the Sale Agreement. Without limiting the foregoing, the Property shall be transferred, sold and conveyed to Allied Partners Finance LLC free and clear of all liens, encumbrances, obligations, liabilities, litigation, demands, judgments, causes of action, claims, whether based in law or equity, any security interest, mortgage, deed of trust, charge against or interest in the property, adverse claim, claim of possession of any person or entity that encumbers or relate to or arise under, or purport to encumber or relate to the Property or any

1 portion thereof, provided however, that such sale, transfer and conveyance shall be subject to the  
2 following (the "permitted exceptions") (i) all covenants, conditions, easements, restrictions and  
3 agreements of record; (ii) such state of fact as a current survey of the Property or a personal  
4 inspection would disclose; (iii) real estate taxes and assessments not yet due and payable; and (iv)  
5 any utility company rights, easements and franchises to maintain poles, lines, wires, cables, pipes,  
6 boxes and other fixtures and facilities, in, over, under and upon the Property; but not to the extent  
7 that any of the foregoing items would (A) materially interfere with or adversely effect the future  
8 development of the Property; (B) render title to the Property or any portion thereof unmarketable  
9 or uninsurable at regular rates or (C) grant to third parties any rights to acquire the Property or  
10 any portion thereof;

11 11. The failure specifically to include any particular provision of the Sale Agreement  
12 in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of  
13 the Court that the Sale Agreement be authorized and approved in its entirety;

14 12. The Purchaser is hereby determined to be a "good faith" purchaser within the  
15 meaning of Bankruptcy Code § 363(m) and is entitled to all protections afforded by that section;  
16 therefore the reversal or modification on appeal of the provisions of this Order shall not affect the  
17 validity of any transactions consummated in reliance upon the authorizations provided herein,  
18 unless such authorization is duly stayed pending such appeal;

19 13. The transfer of the Debtors' interests in the Property pursuant to the Sale  
20 Agreement is a transfer pursuant to Section 1146 (a) of the Bankruptcy Code and, therefore, the  
21 making, delivery, filing or recording of any deeds, assignments or other transfer documents (the  
22 "Transfer Instruments") of the Debtors' interests in the Property, shall not be taxed under any law  
23 imposing a recording tax, stamp tax, transfer tax or similar tax including without limitation, any  
24 transfer or recording tax applicable to deeds and/or security interests. All filing and recording  
25 officers are hereby directed to accept for filing or recording, and to file or record immediately  
26 upon presentation thereof, the Transfer Instruments without payment of any such taxes. This  
27 Court retains jurisdiction to enforce the foregoing direction; and

28



GRANTED

Exhibit "A"

EXECUTION COPY

**AGREEMENT OF PURCHASE AND SALE**

**Between**

**MATHON FUND I, LLC, Seller**

**and**

**MERIDIAN DEVELOPMENT PARTNERS LLC, Buyer**

**GRANTED**

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") made as of the \_\_\_ day of May, 2006, between MATHON FUND I, LLC, an Arizona limited liability company, having an address c/o Lawrence E. Wilk, Jaburg & Wilk, P.C., Great American Tower, 3200 North Central Avenue, Suite 2000, Phoenix, Arizona 85012 ("Seller") and MERIDIAN DEVELOPMENT PARTNERS LLC, a Delaware limited liability company, having an address at 280 Madison Avenue, New York, New York ("Buyer").

### RECITALS

A. Seller is the owner of certain real property located in the Town of Waterford, County of New London, State of Connecticut, being the site of the former New London Waterford Airport and more fully described in Exhibit "A" attached hereto (the "Property").

B. Seller also is the debtor in that certain bankruptcy case styled In re Mathon Fund I, Case No. 05-27994 (Chapter 11) (the "Bankruptcy Case"), now pending before the United States Bankruptcy Court for the District of Arizona (Phoenix) (the "Bankruptcy Court"). The Bankruptcy Case was commenced by Seller with the filing of a petition on November 13, 2005, and an Order for Relief in a voluntary case under Chapter 11 of the United States Bankruptcy Code (Title 11 of the United States Code, as amended (the "Bankruptcy Code")) was entered on that same date (the "Petition Date").

C. Seller desires to sell and convey all of its interests relating to the Property to Buyer, and Buyer desires to purchase and acquire same from Seller, upon the terms and subject to the conditions hereinafter set forth.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

#### 1. Definitions.

The following words and terms, when used in this Agreement, shall have the respective meanings ascribed to them below unless the context otherwise requires:

"Additional Deposit" has the meaning set forth in Section 2.2.1.

"Approval Date" has the meaning set forth in Section 7.4.3.

"Approval Order" means an order (together with findings of fact and conclusions of law) entered pursuant to Section 363 of the Bankruptcy Code approving the sale, assignment and transfer of the Property to Buyer, free and clear of liens (other than Permitted Exceptions) and in form and substance acceptable to Buyer.

"Affiliate" means any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Buyer or Seller, as the case may be. For the purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether

through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

"Authorities" means the various governmental and quasi-governmental bodies or agencies having jurisdiction over the Property or any portion thereof.

"Bankruptcy Court Approval" means that the Approval Order has been entered by the Bankruptcy Court in the Bankruptcy Case or by any other court exercising competent jurisdiction over Seller and such order (i) has become final and non-appealable or (ii) if an appeal has been filed, the Bankruptcy Court has not stayed the sale to be consummated hereunder (or, if stayed, the stay has been lifted) and Buyer has not elected to terminate this Agreement pursuant to Section 7.4.3.

"Business Day" means any day other than a Saturday, Sunday or a day on which national banking associations are authorized or required to close.

"Buyer's Agents" mean Buyer's agents, employees, engineers, consultants, investors, members and representatives.

"Claim" has the meaning ascribed to such term in the Bankruptcy Code.

"Closing" has the meaning set forth in Section 8.1.

"Deed" has the meaning set forth in Section 8.2.1.

"Deposit" has the meaning set forth in Section 2.2.1.

"Due Diligence Condition" has the meaning set forth in Section 5.2.

"Due Diligence Period" has the meaning set forth in Section 5.1.

"Effective Date" means the date on which this Agreement is executed by Seller (as indicated on the signature page of this Agreement) and Seller's executed counterpart is received by Buyer.

"Environmental Laws" means all federal, state, local and municipal environmental laws (including, without limitation, principles of common law), rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations issued by any Authorities and in effect as of the date of this Agreement with respect to or which otherwise pertain to or affect the Property or any portion thereof, or the development, use, ownership, occupancy or operation of the Property or any portion thereof, and as same have been amended, modified or supplemented from time to time prior to and are in effect as of the date of this Agreement, including but not limited to CERCLA, the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), RCRA, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), comparable state and local laws, and any and all rules and regulations which are in effect as of the date of this Agreement under any and all of the aforementioned laws.

"Escrow Agent" means First American Title Insurance Company of New York.

"Escrow Agreement" has the meaning set forth in Section 2.2.1.

"Hazardous Substances" means all (a) asbestos, radon gas, electromagnetic waves, urea formaldehyde foam insulation and transformers or other equipment that contains dielectric fluid containing polychlorinated biphenyls of 50 ppm or greater, (b) any solid, liquid, gaseous or thermal contaminant, including smoke vapor, soot, fumes, acids, alkalis, chemicals, waste, petroleum products or

byproducts, asbestos, PCBs, phosphates, lead or other heavy metals, chlorine, or radon gas, (c) any solid or liquid wastes (including hazardous wastes), hazardous air pollutants, hazardous substances, hazardous chemical substances and mixtures, toxic substances, pollutants and contaminants, as such terms are defined in any Environmental Law, including, without limitation CERCLA, RCRA, the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), the Hazardous Substances Transportation Act, the Toxic Substances Control Act, the Clean Water Act (33 U.S.C. § 1321 et seq.), the Clean Air Act, the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as such Laws have been amended and/or supplemented from time to time prior to the date of this Agreement, and any and all rules and regulations promulgated under any of the above, and (d) any other chemical, material or substance, the use or presence of which, or exposure to the use or presence of which, is prohibited, limited or regulated by any Environmental Laws, in effect as of or prior to the date of this Agreement or as the same may be amended or supplemented after the date of this Agreement.

"Initial Deposit" has the meaning set forth in Section 2.2.1.

"Laws and Regulations" means all federal, state, local and municipal laws, regulations, codes, orders, ordinances, directives, binding written interpretations, binding written policies, rules and statutes issued by any Authorities and in effect as of the date of this Agreement with respect to or which otherwise pertain to or affect the Property or any portion thereof, or the development, use, ownership, occupancy or operation of the Property or any portion thereof, including without limitation, those relating to fire safety, seismic design, environmental protection, conservation, architectural barriers to the handicapped, parking, zoning and building.

"Notice" has the meaning set forth in Section 14.

"Permitted Exceptions" has the meaning set forth in Section 4.

"Property Documents" has the meaning set forth in Section 3.2

"Purchase Price" has the meaning set forth in Section 2.

"Representation Termination Date" has the meaning set forth in Section 6.2

"Seller's Documents" has the meaning set forth in Section 5.4

"Surviving Obligations" has the meaning set forth in Section 5.2

"Termination Fee" has the meaning set forth in Section 17.3

"Title Company" means First American Title Insurance Company

"Transfer Forms" has the meaning set forth in Section 8.2.4

## 2. Agreement to Purchase and Sell

2.1 Agreement to Purchase and Sell. Subject to and upon the terms and conditions contained in this Agreement, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Property for a total purchase price of TWELVE MILLION and 00/100 DOLLARS (\$12,000,000.00) (the "Purchase Price").

### 2.2 Deposit Payment of Purchase Price.

2.2.1 Contemporaneously with the execution and delivery of this Agreement, Buyer shall pay a good faith deposit in the amount of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00) (the "Initial Deposit") to Escrow Agent. Upon the expiration of the Due Diligence Period, provided Buyer shall have not terminated this Agreement pursuant to Section 6.2, Buyer shall pay to

Escrow Agent the additional amount of ONE HUNDRED FIFTY THOUSAND and 00/100 dollars (\$150,000.00) (the "Additional Deposit"). Escrow Agent shall give prompt written confirmation to Seller and Buyer of Escrow Agent's receipt of the Initial Deposit and the Additional Deposit. The Initial Deposit and the Additional Deposit are hereinafter collectively referred to as the "Deposit." The Deposit constitutes a deposit to be applied, subject to the provisions of this Agreement, toward the payment of the Purchase Price. Notwithstanding the foregoing, in the event Buyer terminates this Agreement pursuant to Section 6.2, the Initial Deposit and all interest earned thereon shall be returned to Buyer; provided, however, if Buyer waives the Due Diligence Condition and Buyer's right to terminate this Agreement pursuant to Section 5.2 below, Escrow Agent shall release the Deposit and all interest earned thereon to Seller which shall be deemed earned by Seller upon receipt, except that if the Deposit is released by Escrow Agent to Seller and subsequently the Bankruptcy Court accepts a higher and better offer from that set forth in this Agreement, the Deposit and all interest earned thereon shall be reimbursed by Seller to Buyer upon demand. The Deposit shall be invested and disbursed by Escrow Agent in accordance with the terms and conditions of the Escrow Agreement attached hereto as Exhibit "B" and to be executed by Seller, Buyer and Escrow Agent.

2.2.2 The Purchase Price shall be paid as follows:

- (a) Disbursement of the Deposit and all interest earned thereon at the Closing by Escrow Agent to such account(s) as Seller shall direct in writing; and
- (b) an amount (the "Closing Payment") equal to (i) the Purchase Price, (ii) plus or minus net adjustments and prorations provided for in this Agreement, and (iii) minus the Deposit and all interest earned thereon, by Buyer's wire transfer of immediately available funds at the Closing to such account(s) as Seller shall direct in writing.

3. Other Property Included in Purchase and Sale.

In addition to the Property, all right, title and interest of Seller, if any, in and to the following, to the extent that the same apply to the Property and are transferable or assignable, shall be included within the term "Property" and shall be transferred from Seller to Buyer at Closing:

3.1 all easements, rights of way, privileges, licenses, appurtenances, land use entitlements, development rights and other rights and benefits running with the Property;

3.2 all soil reports, engineering studies, environmental assessments and reports, master plans, site plans, grading plans, landscaping plans, civil engineering drawings, surveys, title insurance policies and correspondence with Authorities (collectively the "Property Documents") with respect to the Property; and

3.3 all consents, authorizations, variances, licenses, permits and approvals, if any, issued by any governmental authority with respect to the Property.

4. Conveyance of Title.

The Property shall be transferred, sold and conveyed to Buyer free and clear of all liens, encumbrances, obligations, liabilities, litigation, demands, judgments, causes of action, Claims, whether based in law or equity, any security interest, mortgage, deed of trust, charge against or interest in property, adverse claim, claim of possession of any person or entity that encumber or relate to or arise under, or purport to encumber or relate to the Property or any portion thereof, understanding that the foregoing requirement must be met in order to obtain Bankruptcy Court Approval; provided, however, that such sale, transfer and conveyance shall be subject to the following (the "Permitted Exceptions"): (i)

all covenants, conditions, easements, restrictions and agreements of record; (ii) such state of facts as a current survey of the Property or a personal inspection would disclose; (iii) real estate taxes and assessments not yet due and payable; and (iv) any utility company rights, easements and franchises to maintain poles, lines, wires, cables, pipes, boxes and other fixtures and facilities in, over, under and upon the Property; but not to the extent that any of the foregoing items would (A) materially interfere with or adversely affect the future development of the Property, (B) render title to the Property or any portion thereof unmarketable or uninsurable at regular rates or (C) grant to the third parties any rights to acquire the Property or any portion thereof.

5. Buyer's Inspection of the Property.

5.1 Inspection and Examination. During the period extending through and including the date that is ninety (90) days from the Effective Date (the "Due Diligence Period"), Buyer and Buyer's Agents will be given access to the Property to conduct any and all necessary or appropriate engineering and environmental inspections and tests of the Property, provided that any material damage resulting from such inspection shall be promptly repaired by Buyer at its sole expense. In addition, to the extent not previously delivered, within five (5) Business Days from the Effective Date, Seller shall deliver any and all of the Property Documents in the possession or control of Seller to Buyer. Seller shall cooperate with Buyer, without cost to Seller, in connection with Buyer's performance of its due diligence activities, including issuing any authorizations required by Authorities in order for Buyer to confer with Authorities and/or to examine records and files maintained by Authorities with respect to the Property.

5.2 Right of Termination. Buyer's obligations under this Agreement shall be contingent, only during the Due Diligence Period, upon Buyer being satisfied in its sole discretion with the results of its investigation and evaluation of the Property and the Property Documents (the "Due Diligence Condition"). In the event that the Due Diligence Condition is not so satisfied for whatever reason or no reason, Buyer shall notify Seller and Escrow Agent in writing (the "Termination Notice") prior to the expiration of the Due Diligence Period. If Buyer shall give the Termination Notice to Seller prior to the expiration of the Due Diligence Period, the Initial Deposit and all interest earned thereon shall be returned by Escrow Agent to Buyer and the parties hereto shall be released from all further obligations and liabilities hereunder, except with respect to the covenants and indemnities set forth in Sections 5.3 and 12 of this Agreement (collectively, the "Surviving Obligations"). Without limiting any other conditions precedent in favor of Buyer, in the event that Buyer does not give the Termination Notice to Seller prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have waived the Due Diligence Condition and Buyer's right to terminate this Agreement pursuant to this Section 5.2 shall be deemed deleted from this Agreement, this Agreement shall continue in full force and effect subject to the other provisions hereof and the Deposit shall be deemed non-refundable to Buyer (whether or not the Additional Deposit has actually been deposited with Escrow Agent) and released to and earned by Seller within one (1) Business Day after the expiration of the Due Diligence Period except as otherwise provided in this Agreement.

5.3 Inspection Indemnity. Notwithstanding anything to the contrary contained in this Agreement, any investigation or examination of the Property performed by Buyer or Buyer's Agents prior to the Closing shall be performed at the sole risk and expense of Buyer, and Buyer shall be solely responsible for the negligent acts or omissions of any of Buyer's Agents brought on, or to, the Property by Buyer or Buyer's Agents. In addition, Buyer shall defend, indemnify and hold Seller harmless from and against all loss, expense (including, but not limited to, reasonable attorneys' fees and court costs arising from the enforcement of this indemnity), damage and liability resulting from claims for personal injury, wrongful death, property damage or other liabilities against Seller or the Property arising from or as a result of, any negligent act or omission of Buyer or Buyer's Agents in connection with any inspection or examination of the Property; provided, however, that notwithstanding any provision of this Agreement

to the contrary, (i) the foregoing indemnity shall not apply to any loss, expenses, (including, but not limited to, reasonable attorneys' and consultants' fees and court costs), damage and liability suffered by Seller, its Affiliates and related parties, to the extent the same shall result from (a) the gross negligence or willful misconduct of Seller, or any of Seller's agents, employees, representatives, consultants, engineers or contractors, or (b) the mere discovery of any pre-existing defective or hazardous condition at the Property. The provisions of this Section 5.3 shall survive the Closing or the earlier termination of this Agreement.

5.4 Condition of Property. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY DOCUMENT EXECUTED BY SELLER AND DELIVERED TO BUYER PURSUANT TO SECTION 8.2 ("SELLER'S DOCUMENTS"), BUYER ACKNOWLEDGES THAT SELLER IS SELLING THE PROPERTY "AS IS, WHERE IS" AND THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, REGARDING ANY MATTER PERTAINING TO THE PROPERTY OR ITS USE INCLUDING: (I) THE PHYSICAL CONDITION, ZONING, USE, VALUATION, INTENDED USE, OR OTHER CONDITION OF ANY OF THE PROPERTY; (II) ITS MERCHANTABILITY; (III) ITS FITNESS FOR A PARTICULAR PURPOSE; OR (IV) THE PHYSICAL CONDITION, ZONING, USE, VALUATION, INTENDED USE, OR OTHER CONDITION OF ANY NEIGHBORING PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY ADJACENT PROPERTY OWNED BY SELLER. BUYER HAS HAD AMPLE OPPORTUNITY TO INSPECT THE PROPERTY AND HAS AGREED TO PURCHASE IT IN ITS CONDITION AT THE CLOSING. BUYER HAS NOT RELIED ON ANY MATTERS CONTAINED IN ANY SALES OR PROMOTIONAL MATERIALS FURNISHED BY SELLER OR ANY SELLER'S AGENT. BUYER UNDERSTANDS THAT ALL DOCUMENTS AND INFORMATION FURNISHED BY SELLER HAVE BEEN FURNISHED WITHOUT WARRANTY OR REPRESENTATION BY SELLER AND HAVE BEEN FURNISHED ON THE EXPRESS CONDITION THAT BUYER WILL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF SUCH DOCUMENTS AND INFORMATION. BUYER AGREES THAT IT WILL NOT ATTEMPT TO ASSERT ANY CLAIM OR LIABILITY AGAINST SELLER OR SELLER'S AGENTS FOR FURNISHING THE DOCUMENTS AND INFORMATION OR FOR ANY MATTER CONTAINED THEREIN. BUYER WAIVES AND RELEASES SELLER FROM ALL PRIVATE RIGHTS OF ACTION, WHETHER SAID ACTION BE BROUGHT IN CONTRACT, TORT OR EQUITY, UNDER FEDERAL, STATE, LOCAL AND COMMON LAW, INCLUDING THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, WHICH BUYER MAY HAVE AGAINST SELLER ARISING OUT OF THE PRESENCE OF HAZARDOUS WASTES AND SUBSTANCES ON THE PROPERTY ARISING AFTER CLOSING OR ARISING OUT OF THE PHYSICAL CONDITION, ZONING, USE, VALUATION, INTENDED USE, OR OTHER CONDITION OF THE PROPERTY OR ANY ADJACENT PROPERTY ARISING AFTER THE CLOSING. BUYER FURTHER ASSUMES THE RISK OF ALL CHANGES IN APPLICABLE LAWS AND REGULATIONS RELATING TO THE CONDITION OF THE PROPERTY ARISING AFTER THE CLOSING, INCLUDING THE PRESENCE OF HAZARDOUS WASTES OR CONDITIONS WHICH MAY NOT BE REVEALED IN ANY ENVIRONMENTAL REPORT PROVIDED TO OR OBTAINED BY BUYER UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 5.4 SHALL SURVIVE THE CLOSING.

6. Representations and Warranties.

6.1 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer, which representations and warranties shall be true and correct on the day of the Closing:

6.1.1 Upon Bankruptcy Court Approval, the execution, delivery and performance of this Agreement and all other documents, instruments and agreements now or hereafter to be executed and delivered by Seller pursuant to this Agreement will be within the power of Seller and will have been duly authorized by all necessary or proper action.

6.1.2 Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

6.1.3 To the best of Seller's current actual knowledge, there are no written or oral leases or occupancy agreements affecting the Property or any portion thereof.

6.1.4 To the best of Seller's current actual knowledge, there are no actual or threatened suits, actions, proceedings, or administrative hearings with respect to the Property or any portion thereof (a) for condemnation, or (b) alleging any violation of any Laws and Regulations.

6.1.5 To the best of Seller's current actual knowledge, Seller has not received any written notice from any Authority stating that the Property or any portion thereof (a) violates any Laws and Regulations in any material respect or (b) is subject to any pending or threatened taking by any Authority pursuant to the exercise of eminent domain.

6.1.6 To the best of Seller's current actual knowledge, Seller has not received any written notice, written claim or other written communication concerning any violation or alleged violation of any Environmental Law, or requiring any corrective or remedial action under any Environmental Law, with respect to the Property.

6.2 Limitation of Seller's Representations. The representations and warranties set forth in Section 6.1 shall survive the Closing to the date (the "Representation Termination Date") occurring six (6) months after the date of the Closing, at which time such representations and warranties shall terminate and be of no further force and effect, except for any claims made by Buyer prior to the Representation Termination Date. The phrase "to the best of Seller's current actual knowledge" shall mean the actual, not constructive or imputed, knowledge of \_\_\_\_\_, without any obligation on their part or Seller's part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other person or to search, examine any files, records, books, correspondence and the like outside of Seller's possession or control. Seller represents and warrants that \_\_\_\_\_ is the individual among Seller's employees, officers, members or agents who is most knowledgeable about the Property.

6.3 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller, which representations and warranties shall be true and correct in all material respects on the date of the Closing:

6.3.1 Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

6.3.2 The execution, delivery and performance of this Agreement and all other documents, instruments and agreements now or hereafter to be executed and delivered by Buyer pursuant to this Agreement are within the limited liability company power of Buyer and have been duly authorized by all necessary or proper limited liability company action.

6.3.3 Buyer is acquiring the Property based upon Buyer's own independent investigation and business judgment, and further acknowledges that, upon the satisfaction of the Due

Diligence Condition, Buyer shall be satisfied with the physical condition of the Property and its applicable uses.

The representations and warranties of Buyer contained in this Section 6.3 shall survive the Closing.

7. Conditions Precedent.

7.1 Buyer's Conditions. If Bankruptcy Court Approval is obtained, Buyer's obligation to purchase the Property shall be subject to and contingent upon the following conditions precedent, any or all of which Buyer may waive only by a notice delivered in accordance with Section 15 hereof.

7.1.1 Representations and Warranties. There shall not be any material error, misstatement or omission in the representations and warranties made by Seller in this Agreement.

7.1.2 Delivery of Documents. The delivery by Seller of all documents required under Section 8.2.

7.1.3 No Defaults. Seller not being otherwise in default of its obligations under this Agreement.

7.1.4 Title Policy. The issuance to Buyer at the Closing of an ALTA Extended Owner's Title Policy in a form approved by Buyer and in the amount of the Purchase Price, subject only to the Permitted Exceptions and free and clear of all standard or general exceptions which the Title Company is permitted by applicable law to remove or modify upon delivery of an ALTA survey from Buyer.

7.2 Seller's Conditions. Seller's obligation to sell the Property to Buyer shall be subject to and contingent upon the following conditions precedent, any or all of which Seller may waive only by a notice delivered in accordance with Section 14 hereof:

7.2.1 Representations and Warranties. There shall not be any material error, misstatement or omission in the representations and warranties made by Buyer in this Agreement.

7.2.2 Delivery of Documents. The delivery by Buyer of all documents required under Section 8.3.

7.2.3 No Defaults. Buyer not being otherwise in default of its obligations under this Agreement.

7.2.4 Closing Payment. Buyer shall have delivered the Closing Payment in immediately available funds to Escrow Agent.

7.3 Joint Condition. All of Seller's and Buyer's obligations under this Agreement are subject to the following condition precedent:

7.3.1 Bankruptcy Court Approval. The obtaining of Bankruptcy Court Approval, it being understood that it is a material inducement to Buyer to be able to purchase and required for Seller to be able to sell the Property pursuant to the provisions of Section 363(b), (f), (l) and (m) of the Bankruptcy Code. Seller agrees to promptly apply for and diligently pursue Bankruptcy Court Approval. In

connection therewith, bankruptcy counsel for Buyer and Seller shall join in the motion presented to the Bankruptcy Court requesting entry of the Approval Order.

#### 7.4 Failure of Conditions Precedent.

7.4.1 Failure of Buyer's Conditions. If any the conditions precedent set forth in Sections 7.1.1 and 7.1.4 is not satisfied or waived by Buyer on or prior to the date set for the Closing, then Buyer may terminate this Agreement, in which event the Deposit and all interest earned thereon shall be paid by Escrow Agent to Buyer, this Agreement shall be deemed null and void and the parties shall be released from all further obligations and liabilities hereunder, except with regard to the Surviving obligations. If any of the conditions precedent set forth in Sections 7.1.2 and 7.1.3 is not satisfied or waived by Buyer on or prior to the date set for Closing, then Buyer shall have the rights and remedies provided in Section 14.2.

7.4.2 Failure of Seller's Conditions. If any of the conditions precedent set forth in Sections 7.2.1 to 7.2.4 is not satisfied or waived by Seller on or prior to the date set for the Closing, then Seller shall have the rights and remedies provided in Section 14.1.

7.4.3 Failure of Joint Condition. If the condition precedent set forth in Section 7.3.1 is not satisfied by the expiration date of the Due Diligence Period (the "Approval Date"), unless Buyer has elected to extend the period for the satisfaction of such condition precedent (as hereinafter set forth), either Buyer or Seller may elect to terminate this Agreement, in which event the Deposit (or such portion thereof as has been paid by Buyer to Escrow Agent) and all interest earned thereon shall be paid by Escrow Agent to Buyer, this Agreement shall be deemed null and void and the parties shall be released from all further obligations and liabilities hereunder, except with regard to the Surviving Obligations. If the condition precedent set forth in Section 7.3.1 has not been satisfied by the Approval Date, Seller and Buyer each shall have the right, by notice given to the other party on or before the Approval Date, to extend the Approval Date for one (1) additional period of sixty (60) days.

#### 8. Closing.

8.1 Time and Place. Subject to the provisions of Section 7.3.1, the closing contemplated by this Agreement (the "Closing") shall take place on or before the date that is ten (10) Business Days after the later of (i) Bankruptcy Court Approval and (ii) the expiration of the Due Diligence Period. The Closing shall be held at the offices of Kirkpatrick & Lockhart Nicholson Graham LLP, 599 Lexington Avenue, New York, New York 10022-6090 or at such other place and time as the parties shall mutually agree.

8.2 Seller's Closing Documentation and Requirements. At the Closing, Seller shall deliver the following to Buyer.

8.2.1 a special warranty deed (the "Deed"), duly executed and acknowledged and in recordable form, conveying to Buyer all right, title and interest of Seller in and to the Property, subject only to the Permitted Exceptions;

8.2.2 an assignment, duly executed and acknowledged, of all right, title and interest of Seller in and to those items referred to in Sections 3.1 and 3.3;

8.2.3 an affidavit executed by Seller stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a "foreign person" as defined in Section

1445(f)(3) of the Internal Revenue Code of 1986, as amended, and otherwise in the form prescribed by the Internal Revenue Service;

8.2.4 real property transfer and information forms required under applicable Laws and Regulations (the "Transfer Forms"), duly executed;

8.2.5 Intentionally Deleted;

8.2.6 a certificate, dated as of the Closing, of the Secretary or an Assistant Secretary of the Manager or Managing Member of Seller with respect to (i) the resolutions adopted by the Manager or Managing Member of Seller approving this Agreement and the transaction contemplated hereby, and (ii) the incumbency and specimen signature of each officer of the Manager or Managing Member of Seller executing this Agreement and the documents set forth in this Section 8.2;

8.2.7 a certified copy of the Bankruptcy Court Approval;

8.2.8 a written notice to Escrow Agent pursuant to Section 3.1 of the Escrow Agreement;

8.2.9 any good standing certificate required of Seller by the Title Company; and

8.2.10 such other documents and instruments as Buyer may reasonably request in order to consummate the transaction contemplated hereby.

8.3 Buyer's Closing Documentation and Requirements. At the Closing, Buyer shall pay the Closing Payment in accordance with the provisions of this Agreement and shall deliver the following to Seller:

8.3.1 The Transfer Forms (to the extent required to be executed by a purchaser), duly executed;

8.3.2 a certificate, dated as of the Closing, of the Manager or Managing Member of Buyer with respect to (i) the resolutions adopted by the Board of Directors of Buyer approving this Agreement and the transaction contemplated hereby and (ii) the incumbency and specimen signature of each member of Buyer executing this Agreement and the documents set forth in this Section 8.3;

8.3.3 a written notice to Escrow Agent pursuant to Section 3.1 of the Escrow Agreement; and

8.3.4 such other documents and instruments as Seller may reasonably request in order to consummate the transaction contemplated hereby.

8.4 Form. All documents and instruments required hereby shall be in form and substance reasonably acceptable to Seller and Buyer.

#### 9. Adjustments and Prorations.

Real estate taxes and assessments for the current fiscal year shall be prorated between the parties as of 11:59 p.m. of the day immediately proceeding the date of the Closing.

#### 10. Expenses

10.1 Expenses of Buyer. Buyer shall pay (a) the costs and premium for any title examination and/or title insurance policy obtained by Buyer with respect to the Property, including any extended coverage policy, lender's policy and endorsements; (b) one-half (1/2) of all state and local (if any) transfer taxes due on the sale of the Property; and (c) all recording fees on any document recorded pursuant to this Agreement.

10.2 Expenses of Seller. Seller shall pay one-half (1/2) of all state and local (if any) transfer taxes due on the sale of the Property.

10.3 Attorney's Fees. Each party shall pay its own attorney's fees and all of its other expenses, except as otherwise expressly set forth herein.

10.4 Risk of Loss; Eminent Domain.

10.5 Casualty. The risk of loss or damage by casualty to the Property until the Closing is assumed by Seller.

10.6 Eminent Domain. If, prior to the Closing, the Property or any material part thereof is taken by eminent domain, Buyer shall have the option of (a) taking the Property as it is and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking or (b) terminating this Agreement.

10.7 Termination. If this Agreement is terminated pursuant to this Section, the Deposit and all interest earned thereon shall be promptly returned to Buyer, this Agreement shall be deemed null and void and the parties hereto shall be released from all further obligations and liabilities hereunder, except with regard to the Surviving Obligations.

#### 11. Broker's Commissions.

Buyer and Seller represent and warrant to each other that neither they nor their Affiliates have dealt with any broker, finder or the like in connection with the transaction contemplated by this Agreement. Buyer and Seller each agrees to indemnify, defend and hold the other harmless from and against all loss, expense (including reasonable attorneys' fees and court costs), damage and liability resulting from the claims of any other broker or finder (including anyone claiming to be a broker or finder) on account of any services claimed to have been rendered to the indemnifying party in connection with the transaction contemplated by this Agreement. The provisions of this Section 12 shall survive the Closing.

#### 13. Seller's Covenants.

From and after the date of this Agreement through the date of the Closing, without the prior written consent of Buyer: (i) Seller shall not enter into any contract, lease, easement, declaration, restrictive covenant, license or other agreement that would remain binding on the owner of the Property after the Closing; (ii) Seller shall not voluntarily cause any new encumbrance to be recorded against the Property; (iii) Seller shall not initiate or consent to any zoning reclassification of any portion of the Property or seek any variance under any existing zoning ordinance or request any use permit for any portion of the Property; (iv) Seller shall not submit to any Authority for approval any proposed development plan for any portion of the Property and (v) Seller shall not enter into any commitment with any Authority or group of property owners restricting, limiting, modifying or reducing the potential development of the Property.

#### 14. Defaults.

14.1 By Buyer. If, at the Closing, Buyer is in default with respect to, or breaches or fails to perform one or more of the representations, covenants, warranties or other terms of this Agreement, and such default, breach or failure is not cured or remedied within ten (10) Business Days after receipt of written notice thereof given by Seller to Buyer, Seller may terminate this Agreement and, as its sole remedy, whether or not Seller elects to terminate this Agreement, receive (or retain) the Deposit and all interest earned thereon from Escrow Agent, as liquidated damages, in which event this Agreement shall be deemed null and void and the parties shall be released from all further obligations and liabilities under this Agreement, except with regard to the Surviving Obligations. It is recognized by Seller and Buyer that the damages Seller will sustain by reason of Buyer's default, breach or failure will be substantial, but difficult if not impossible, to ascertain. The Deposit has been determined by the parties as a reasonable sum for damages.

14.2 By Seller. If, at the Closing, Seller is in default with respect to, or breaches, or fails to perform one or more of the representations, covenants, warranties or other terms of this Agreement, and such default, breach or failure is not cured or remedied within ten (10) Business Days after receipt of written notice thereof given by Buyer to Seller, Buyer sole remedies shall be to either (a) to terminate this Agreement, in which event the Deposit and all interest earned thereon shall be paid by Escrow Agent (or by Seller, if the Deposit previously has been released by Escrow Agent to Seller) to Buyer, this Agreement shall be deemed null and void and the parties shall be released from all further obligations and liabilities under this Agreement except with regard to the Surviving Obligations, or (b) to obtain specific performance of this Agreement, provided said action is filed within fifty (50) days after Seller's receipt of Buyer's written default notice. The remedies set forth above shall be Buyer's sole remedies arising from a default, breach or failure to perform by Seller. Buyer waives any and all consequential, expectancy or punitive damages against Seller.

15. Notices.

Any notice, demand, consent, authorization or other communication (collectively, a "Notice") which either party is required or may desire to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered personally (upon an officer of the other party or to such individual as may be noted in the addresses stated below) to the other party or sent by express courier or delivery service or by registered or certified mail of the United States Postal Service, return receipt requested, and addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by Notice to the other specify) or sent by facsimile transmission to the fax number shown below and simultaneously mailed by first-class mail of the United States Postal Service:

To Seller:

Mathon Fund I, LLC  
c/o Jaburg & Wilk, PC  
Great American Tower  
3200 North Central Avenue  
Suite 2000  
Phoenix, Arizona 85012  
Attention: Lawrence E. Wilk, Esq.  
Telephone: (602) 248-1008  
Facsimile: (602) 248-0522

and to:

Alan A. Meda, Esq.  
Stinson Morrison Hecker, LLP  
1850 North Central Avenue  
Suite 2100  
Phoenix, Arizona 85004-4584  
Telephone: (602) 279-1600  
Facsimile: (602) 240-6925

To Buyer:

Meridian Development Partners LLC  
280 Madison Avenue  
New York, New York 10016  
Attention: Mark Rosenberg, Member  
Telephone: (212) 532 - 5800  
Facsimile: (212) 532 - 9250

and to:

Kirkpatrick & Lockhart Nicholson Graham LLP  
599 Lexington Avenue  
New York, New York 10022-6030  
Attention: Jeffrey H. Weitzman, Esq.  
Telephone: (212) 536 - 3956  
Facsimile: (212) 536 - 3901

Unless otherwise specified, notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service.

16. Assignment.

Buyer may, on or before the Closing, convey, nominate, transfer and assign to any partnership, corporation, trust or other entity or entities designated by Buyer (the "Assignee"), all of Buyer's right, title, and interest in, to, and under this Agreement, provided that Buyer (or any one or more of the principals of Buyer) holds not less than a Fifty-One Percent (51%) ownership interest in the Assignee or in the managing member, manager or general partner of the Assignee, the assignment is in writing, the Assignee expressly assumes in writing all of Buyer's obligations under this Agreement, Buyer transfers all rights to the Deposit to the Assignee, and the Assignee is financially able to complete the purchase of the Property as contemplated in this Agreement. If Buyer assigns this Agreement in accordance with the preceding sentence, then from and after such assignment, (a) Buyer (as used in this Agreement) means the

Assignee and (b) Buyer is released from any liability under this Agreement. Buyer may not assign Buyer's rights under this Agreement to any unrelated third party entity without the Bankruptcy Court's and Seller's prior written consent, which consent may be withheld in either's sole and absolute discretion. Buyer shall determine prior to the expiration of the Due Diligence Period the party or parties it desires to assign this Agreement, if any, and provide Seller with such financial and other information as reasonably may be requested by Seller as to the proposed assignee(s).

17. General Provisions.

17.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

17.2 Gender and Number. Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

17.3 Bankruptcy Matters. Buyer understands that any offer or signed agreement with Seller is subject to the provisions of the Bankruptcy Code, specifically § 363, and that any agreement providing for the purchase and sale of the Property is subject to "higher and better" offers and that any agreement is not binding upon Seller until approved by the Bankruptcy Court. Except as hereinafter provided, the failure of the Bankruptcy Court to approve the sale of the Property to Buyer, for any reason whatsoever, shall not impose any liability upon Seller. Notwithstanding the foregoing, if a higher and better offer is accepted by the Bankruptcy Court, at the closing of the sale of the Property pursuant thereto, Buyer shall be paid a termination fee (the "Termination Fee") of up to \$224,700.00 to compensate Buyer for the actual and verifiable cost of its due diligence, environmental, surveying, engineering, market research, traffic and planning, historical archeology, legal and other expenses incurred by Buyer with respect to the transaction contemplated by this Agreement. Attached hereto as Exhibit "C" is a budget showing the due diligence and other expenses projected to be incurred by Buyer. Contemporaneously with the payment of the Termination Fee, Buyer shall provide Seller with copies of the third party studies, reports and other written materials prepared on behalf of or for Buyer in connection with the performance of its due diligence activities pursuant to Section 5.1. Seller acknowledges that in its business judgment it believes this to be fair and reasonable compensation to Buyer, if Buyer is unsuccessful in purchasing the Property because a higher and better offer is accepted by the Court. If the Termination Fee is not approved by the Bankruptcy Court, Buyer may elect to terminate this Agreement, in which event the Deposit (or such portion thereof as has been paid by Buyer to Escrow Agent) and all interest earned thereon shall be paid by Escrow Agent to Buyer, this Agreement shall be deemed null and void and the parties shall be released from all further obligations and liabilities hereunder, except with regard to the Surviving Obligations.

17.4 Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the transaction contemplated herein and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

17.5 Counterparts. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.

17.6 Modifications. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by Buyer and Seller. However, any consent, waiver, approval or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.

17.7 Exhibits. All exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

17.8 Governing Law Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. The Bankruptcy Court shall retain jurisdiction to enforce the provisions of this Agreement.

17.9 Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.

17.10 Severability. The invalidation or unenforceability in any particular circumstance of any of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

17.11 Survival. Except as otherwise expressly set forth herein, the covenants, warranties, representations and indemnities of Seller and Buyer contained in this Agreement shall not survive the Closing. Each and every representation and warranty of Seller contained in this Agreement and in the documents executed and delivered by Seller at the Closing shall be deemed to have been relied upon by Buyer notwithstanding any investigation Buyer or its agents may have made with respect thereto or any information developed by or made available to Buyer prior to the Closing.

17.12 Absolute Conveyance. The sale and conveyance of the Property pursuant to the provisions of this Agreement is and shall be an absolute sale and conveyance of all right, title and interest of Seller in, to an under the Property in substance as well as in form, and none of the documents executed and delivered by Seller at the Closing is intended to be a mortgage, trust conveyance, deed of trust or security agreement of any kind. Except as otherwise expressly provided herein, upon the Closing, Seller shall not have any further legal or equitable interests or rights or claims in, to or against the Property or the proceeds or profits therefrom.

17.13 Offer Period. Subject to Bankruptcy Court Approval, this Agreement constitutes an offer by Buyer which must be accepted by Seller within five (5) Business Days after the date execution copies of this Agreement are submitted by Buyer to Seller for execution. If this Agreement is not so accepted and returned to Buyer within such five (5) Business Day period, this offer shall be deemed revoked. The date of this Agreement shall be the date on which Seller signs this Agreement as indicated below the signature line for Seller.

NO FURTHER TEXT ON THIS PAGE

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

SELLER:

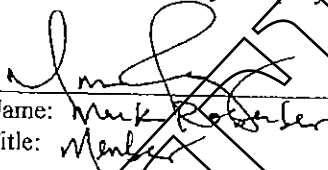
MATHON FUND I, LLC,  
an Arizona limited liability company

By: \_\_\_\_\_  
Name:  
Title:

Date: May \_\_\_\_, 2006

BUYER:

MERIDIAN DEVELOPMENT PARTNERS LLC,  
a Delaware limited liability company

By:   
Name: Mark Rosenberg  
Title: Member

Date: May 18, 2006

GRANITE

**EXHIBIT "A"**

The Property

GRANTED

~~Six certain tracts or parcels of land, together with the buildings and all other improvements thereon, situated in the Town of Waterford, County of New London and State of Connecticut, and being more particularly bounded and described as follows:~~

FIRST TRACT:

A certain piece or parcel of land, together with the buildings and improvements located thereon, and the appurtenances thereto, situated in the Town of Waterford, County of New London and State of Connecticut, and shown as "AREA = 188.41 ACRES" on the map referenced in this property description, which map is on file in the Town Clerk's office in said Town of Waterford. Said piece or parcel of land is more particularly bounded and described as follows:

Beginning at a point lying in the Southerly street line of Waterford Parkway South, said point being the Northeastly corner of land now or formerly of Herbert G. Chambers; thence running Southerly, bounded Westerly by said Chambers land, 485.42 feet to a point; thence turning an interior angle of  $183^{\circ}54'15''$  and continuing Southerly, bounded Westerly by said Chambers land, 419.14 feet to a point; thence turning an interior angle of  $265^{\circ}21'20''$  and running Westerly, bounded Northerly by said Chambers land, 220.05 feet to a point; thence turning an interior angle of  $187^{\circ}40'57''$  and continuing Westerly, bounded Northerly by said Chambers land, 1,421.76 feet to a point lying in a stone wall; thence turning an interior angle of  $72^{\circ}13'52''$  and running Southerly with said wall, 112.00 feet to a drill hole; thence turning an interior angle of  $179^{\circ}55'00''$  and continuing Southerly with said wall 124.32 feet to a drill hole at an angle point; thence turning an interior angle of  $179^{\circ}47'30''$  and continuing Southerly with said wall, a distance of 75.64 feet to a drill hole at an angle point; thence turning an interior angle of  $82^{\circ}51'00''$  and continuing Southerly with said wall, 141.48 feet to a drill hole marking an angle point; thence turning an interior angle of  $179^{\circ}39'30''$  and continuing Southerly with said wall, 169.40 feet to a drill hole at an angle point; thence turning an interior angle of  $180^{\circ}14'00''$  and continuing Southerly with said wall, 97.69 feet to a drill hole at an angle point; thence turning an interior angle of  $179^{\circ}53'00''$  and running Southerly with said wall, 137.56 feet to a drill hole at an angle point; thence turning an interior angle of  $174^{\circ}33'00''$  and continuing Southerly with said wall, 250.79 feet to a drill hole at an angle point; thence turning an interior angle of  $179^{\circ}16'30''$  and continuing Southerly with said wall, 212.18 feet to a drill hole marking an angle point; thence turning an interior angle of  $192^{\circ}58'00''$  and continuing Southerly with said wall, 190.16 feet to a drill hole marking an angle point; thence turning an interior angle of  $206^{\circ}52'30''$  and continuing Southerly with said wall, a distance of 85.48 feet to a drill hole marking an angle point and the intersection of two stone walls, said above last mentioned Southerly lines being bounded Westerly in part by said abandoned road (Tyler Lane) and in part by land now or formerly of Hugo Jr. and Vivian H. Wilms; thence turning an interior angle of  $233^{\circ}56'00''$  and running generally Westerly direction or end with a stone wall, 186.29 feet to a drill hole at an angle point; thence turning an interior angle of  $199^{\circ}10'00''$  and continuing Westerly with said wall, 50.75 feet to a

drill hole at an angle; thence turning an interior angle of  $142^{\circ}40'00''$  and continuing Westery with said wall, 38.97 feet to a drill hole at an angle point; thence turning an interior angle of  $162^{\circ}34'30''$  and ~~running Southwesterly with said wall, 49.19 feet to a drill hole at an angle point; thence turning an~~ interior angle of  $180^{\circ}00'30''$  and continuing Southwesterly with said wall, 66.05 feet to a drill hole at an angle point; thence turning an interior angle of  $163^{\circ}44'30''$  and continuing Southwesterly with said wall, 67.47 feet to a drill hole at an angle point; thence turning an interior angle of  $169^{\circ}06'00''$  and continuing in a generally Southerly direction with said wall, 171.39 feet to a drill hole at an angle point; thence turning an interior angle of  $185^{\circ}49'00''$  and running Southerly with said wall, 63.71 feet to a drill hole marking an angle point; thence turning an interior angle of  $164^{\circ}51'30''$  and continuing Southerly with said wall, a distance of 194.27 feet to a drill hole marking an angle point; thence turning an interior angle of  $81^{\circ}46'00''$  and running Easterly along a stone wall, a distance of 80.62 feet to a drill hole marking an angle point; thence turning an interior angle of  $177^{\circ}25'30''$  and continuing Easterly with said wall, 70.97 feet to a drill hole marking an angle point; thence turning an interior angle of  $186^{\circ}02'30''$  and continuing Easterly with said wall, 138.85 feet to a drill hole at an angle point and the intersection corner of two stone walls; thence turning an interior angle of  $275^{\circ}25'00''$  and running generally Southerly by and with a stone wall, 174.65 feet to a drill hole at an angle point; thence turning an interior angle of  $179^{\circ}45'00''$  and continuing Southerly with said wall, 104.53 feet to a drill hole at an angle point; thence turning an interior angle of  $180^{\circ}22'30''$  and continuing Southerly with said wall, a distance of 227.65 feet to a drill hole marking an angle point at the intersection of two stone walls, said last mentioned Westery, Southwesterly, Southerly, Easterly and Southerly courses, all being bounded Northerly, Westery, Southerly and Westery, respectively, by land now or formerly of said Hugo and Vivian M. Wilms; thence turning an interior angle of  $89^{\circ}24'30''$  and running generally Easterly by and with a stone wall, 232.00 feet to a drill hole marking an angle point; thence turning an interior angle of  $180^{\circ}54'00''$  and continuing Easterly with said wall, 705.64 feet to a drill hole marking an angle point; thence turning an interior angle of  $179^{\circ}59'00''$  and continuing Easterly with said wall, 236.95 feet to a drill hole at an angle point; thence turning an interior angle of  $180^{\circ}55'30''$  and continuing Easterly with said wall, 56.48 feet to a drill hole at an angle point; thence turning an interior angle of  $178^{\circ}24'00''$  and continuing Easterly with said wall, 119.95 feet to a drill hole marking an angle point; thence turning an interior angle of  $165^{\circ}59'00''$  and continuing Easterly with said wall, 158.03 feet to a drill hole at an angle point; thence turning an interior angle of  $180^{\circ}47'42''$  and continuing Easterly with said wall, 181.33 feet to a drill hole at an angle point at a wall corner; thence turning an interior angle  $207^{\circ}40'18''$  and continuing Easterly, 7.56 feet to an iron pipe marking an angle point at a fence corner; thence turning an interior angle of  $71^{\circ}45'00''$  and continuing Easterly by said fence, a distance of 94.46 feet to an iron pipe marking an angle point at a fence corner, said last mentioned Easterly courses being bounded Southerly in part by land now or formerly of Roland W. Clarno and Susan Damon and partly by land now or formerly of Malcolm and Barbara M. Browne; thence turning an interior angle of  $96^{\circ}21'34''$  and running Northerly by said fence, 159.17 feet to an angle point marked by an iron pipe; thence turning an interior angle of  $9^{\circ}24'41''$  and continuing Northerly by said fence, 153.96 feet to an iron pipe at an angle point; thence turning an interior angle of  $74^{\circ}31'15''$  and running Westery by said fence, 23.20 feet to an iron pipe at

a corner, thence turning an interior angle of  $275^{\circ}39'38''$  and running generally Northerly along a stone wall, 903.56 feet to an iron pipe marking a corner; thence turning an interior angle of  $242^{\circ}26'05''$  and running Northeasterly, ~~723.14 feet to an iron pipe marking a fence corner~~ ~~thence turning an interior angle of  $179^{\circ}20'08''$  and continuing Northeasterly along a fence 664.62 feet to an iron pipe marking an angle point; thence turning an interior angle of  $188^{\circ}36'11''$  and continuing Northeasterly, 140.56 feet to an iron pipe marking an angle point and fence corner, said last mentioned Northerly and Northeasterly courses being bounded Easterly and Southeasterly in part by said Browne land and land now or formerly of Scott Gardner; thence turning an interior angle of  $108^{\circ}48'36''$  and running in a generally Northerly direction along a fence, 131.34 feet to an angle point; thence turning an interior angle of  $167^{\circ}00'33''$  and continuing Northerly with said fence, 403.37 feet to an angle point; thence turning an interior angle of  $166^{\circ}27'20''$  and continuing Northerly with said fence, 194.15 feet to an angle point; thence turning an interior angle of  $193^{\circ}35'39''$  and continuing Northerly with said fence, 170.69 feet to an angle point; thence turning an interior angle of  $164^{\circ}31'00''$  and continuing Northerly with said fence, 203.14 feet to a drill hole marking an angle point and a wall corner, said last mentioned Northerly courses being bounded Easterly by said Gardner land; thence turning an interior angle of  $97^{\circ}43'45''$  and running Westerly in part by and along a stone wall, and in part by and along a fence, 204.20 feet to an angle point; thence turning an interior angle of  $183^{\circ}26'23''$  and continuing Westerly with said fence, 152.26 feet to an angle point; thence turning an interior angle of  $183^{\circ}49'47''$  and continuing Westerly with said fence 335.00 feet to an iron pipe marking an angle point and a fence line, said last mentioned Westerly courses being bounded Northerly by land now or formerly of the State of Connecticut; thence turning an interior angle of  $259^{\circ}47'58''$  and running Northerly with said fence, 100.15 feet to an angle point; thence turning an interior angle of  $187^{\circ}17'14''$  and continuing Northerly with said fence, 254.88 feet to an angle point; thence turning an interior angle of  $181^{\circ}12'44''$  and continuing Northerly with said fence, 303.61 feet to a drill hole marking an angle point, said last mentioned Northerly courses being bounded Easterly by said State of Connecticut land; thence turning an interior angle of  $72^{\circ}45'57''$  and running Southwesterly, 223.38 feet to a drill hole in the end of a stone wall marking an angle point; thence turning an interior angle of  $183^{\circ}40'30''$  and continuing Westerly with said wall, 43.32 feet to a drill hole marking an angle point; thence turning an interior angle of  $184^{\circ}08'30''$  and continuing Westerly, 138.97 feet to an iron pipe marking an angle point, and a corner of said wall; said last mentioned Southwesterly courses being bounded Northwesterly by said State of Connecticut land; thence turning an interior angle of  $277^{\circ}01'00''$  and passing Northerly, bounded Easterly by said State of Connecticut land, 13.81 feet along a stone wall to an angle point; thence turning an interior angle of  $84^{\circ}28'43''$  and running Westerly, bounded Northerly by said State of Connecticut land 38.01 feet to an angle point; thence turning an interior angle of  $213^{\circ}26'48''$  and running Northwesterly, bounded Northeasterly by said State of Connecticut land, 66.80 feet to an angle point; thence turning an interior angle of  $270^{\circ}17'21''$  and running northeasterly, bounded Southeasterly by said State of Connecticut land, 66.90 feet to the point at the beginning of a curve having a radius of 433.95 feet, and deflecting to the left, thence turning an interior angle of  $94^{\circ}10'46''$  to the chord of said curve and running Northwesterly and Westerly along the arc of said curve, bounded Northeasterly and Northerly by said State of Connecticut land, 521.59 feet through~~

a central angle of  $68^{\circ}52'04''$  to a point lying in the Southerly street line of said Waterford Parkway South; thence turning an interior angle of  $145^{\circ}33'58''$  from the chord of said curve, and running Westerly by and ~~along the street line of said Waterford Parkway South, 197.80 feet south, point and place of beginning,~~ forming an interior angle of  $85^{\circ}01'14''$  with said first mentioned course.

Containing 188.41 acres, more or less, and being all and the same parcel of land as shown on a plan titled "Plan Showing Property of New England Properties, Incorporated, Waterford Parkway South, Waterford, Connecticut, Scale: 1"=200', September 22, 1987," DiCesare-Bentley Engineers, Inc., Groton, Connecticut, Revised 1-8-88.

Said plan being made a part of this description by reference herein.

Together with such additional title and rights as were effectively conveyed by Quit-Claim Deed from Russell J. Coiser to New England Properties, Incorporated, dated July 17, 1984 and recorded in Volume 284, Page 75 of Waterford Land Records.

Together with the right, in common with others, to use Tyse Lane, abutting the premises on the West.

Together with the riparian rights in and to the uninterrupted flow of water in the brooks crossing the premises.

Reference is hereby made to a Warranty Deed from Reynolds Metals Development Company to The Swartz Family Trust recorded at Volume 505, Page 622 of Waterford Land Records; to a Quit-Claim Deed from Reynolds Metals Development Company to The Swartz Family Trust recorded at Volume 505, Page 623 of Waterford Land Records; to a Correcting Warranty Deed from Reynolds Metals Development Company to Richard Swartz and Terri Lynn Swartz Blumling, Trustees of the Swartz Family Trust created pursuant to instrument dated February 12, 1996 dated APRIL 10, 2000 and recorded in the Waterford Land Records, and to Correcting Quit-Claim Deed from Reynolds Metals Development Company to Richard Swartz and Terri Lynn Swartz Blumling, Trustees of the Swartz Family Trust, created pursuant to instrument dated February 12, 1996, dated APRIL 10, 2000 and recorded in the Waterford Land Records.

#### SECOND TRACT:

A certain tract or parcel of land, together with the buildings and all other improvements thereon, situated easterly of Rock Ridge Road in the Town of Waterford, County of New London and State of Connecticut and being more particularly shown and designated on a certain map or plan entitled "Plan Showing Subdivision of Property of Hugo Jr. & Vivian M. Wilms Easterly of Rock Ridge Road Waterford,

Connection Scale: 1" = 80' November, 1972 Di Cesare-Bendley-Walling Eng'rs., Inc. Grows, Connecticut  
Sheet 1 of 3 W-201" which premises are more particularly bounded and described as follows:

Beginning at a point marked by a drill hole at the intersection of two stone walls forming the southeasterly corner of land now or formerly of the City of New London and the northeasterly corner of land now or formerly of Curtis L. Chapman and Irene C. Carlough and the northwesterly corner of other land of the Grantors and the southwestery corner of the herein described tract as shown on the heretofore referenced plan; thence running northerly by and with a stone wall 294.60 feet to a drill hole; thence turning an interior angle of  $267^{\circ}32'30''$  and running westerly by and with a stone wall 15.55 feet to a drill hole; thence turning an interior angle of  $94^{\circ}49'00''$  and running northerly by and with a stone wall 31.49 feet to a drill hole; thence turning an interior angle of  $185^{\circ}18'30''$  and running northerly by and with said stone wall 81.63 feet to a drill hole; thence turning an interior angle of  $175^{\circ}46'40''$  and running northerly by and with said stone wall 113.55 feet to an iron pipe; thence turning an interior angle of  $259^{\circ}49'00''$  and running westerly by and with a stone wall 319.84 feet to a drill hole, the last six courses bounded generally westerly and southerly by aforesaid City of New London land; thence turning an interior angle of  $86^{\circ}09'40''$  and running northerly by and with a stone wall bounded westerly by land now or formerly of Stephen E. and Margot J. Silver 311.53 feet to an iron pipe; thence turning an interior angle of  $93^{\circ}41'00''$  and running easterly by and with a stone wall 86.24 feet to an iron pipe; thence turning an interior angle of  $180^{\circ}24'20''$  and running easterly by and with said stone wall 116.63 feet to an iron pipe; thence turning an interior angle of  $179^{\circ}55'20''$  and running easterly by and with said stone wall 318.20 feet to a drill hole; thence turning an interior angle of  $180^{\circ}23'20''$  and running easterly by and with said stone wall 144.92 feet to a drill hole; thence turning an interior angle of  $180^{\circ}54'30''$  and running easterly by and with said stone wall 234.10 feet to a drill hole; thence turning an interior angle of  $87^{\circ}25'40''$  and running southerly by and with a stone wall 315.46 feet to a drill hole; thence turning an interior angle of  $269^{\circ}53'50''$  and running easterly by and with a stone wall 107.99 feet to a drill hole; thence turning an interior angle of  $90^{\circ}37'30''$  and running southerly by and with a stone wall 186.15 feet to a drill hole; thence turning an interior angle of  $181^{\circ}05'30''$  and running southerly by and with said stone wall 60.66 feet to an iron pipe; thence turning an interior angle of  $267^{\circ}43'30''$  and running easterly by and with a stone wall 45.27 feet to a drill hole; thence turning an interior angle of  $180^{\circ}47'30''$  and running easterly by and with said stone wall 246.16 feet to a drill hole; thence turning an interior angle of  $99^{\circ}50'30''$  and running southerly by and with a stone wall 74.12 feet to a drill hole; thence turning an interior angle of  $190^{\circ}00'00''$  and running southerly by and with said stone wall 129.71 feet to a drill hole; thence turning an interior angle of  $180^{\circ}40'30''$  and running southerly by and with said stone wall 94.95 feet to an iron pipe, the last fourteen courses bounded generally northerly and easterly by land now or formerly of Charles Tonde; thence turning an interior angle of  $75^{\circ}11'30''$  and running westerly by and with a stone wall 233.27 feet to a drill hole; thence turning an interior angle of  $183^{\circ}22'30''$  and running westerly by and with said stone wall 92.06 feet to a drill hole; thence turning an interior angle of  $179^{\circ}58'30''$  and running westerly by and with said stone wall 187.97 feet to a drill hole; thence turning an interior angle of  $182^{\circ}37'30''$  and running westerly by and with said stone wall 212.20 feet to a drill hole; thence turning

an interior angle of  $179^{\circ}21'00''$  and running westerly 175.92 feet to an iron pipe; thence turning an interior angle of  $182^{\circ}24'00''$  and running westerly by and with said stone wall 122.04 feet to a drill hole; ~~thence turning an interior angle of  $179^{\circ}25'00''$  and running westerly by and with said stone wall 61.95 feet to the point and place of beginning forming an interior angle of  $94^{\circ}37'40''$  with said first mentioned course.~~

Said premises are conveyed together with any and all rights of way appurtenant to the hereinbefore described premises which are set out in the following deeds: (i) Warranty Deed from Elizabeth J. Bailey to Stanislaw L. Zilinski and Agnus Zilinski dated August 21, 1924 and recorded in Volume 40, Page 585 of the Waterford Land Records; (ii) Warranty Deed from Lillian A. Clark to Stanislaw L. Zilinski and Agnus Zilinski dated June 23, 1929 and recorded at Volume 45, Page 224 of the Waterford Land Records and (iii) Deed of Agnus Zilinski and Stanislaw Zilinski to Rosemond M. Hanscom recorded at Volume 56, Page 368 of Waterford Land Records.

Reference is hereby made to a Warranty Deed from Higo J. Wilms, Jr. a/k/a Higo Wilms to Richard Swartz and Terri Lynn Swartz Blumling, Trustees of the Swartz Family Trust created pursuant to instrument dated February 12, 1996, dated March 4, 2000 and recorded in the Waterford Land Records.

#### THIRD TRACT:

A certain tract or parcel of land, together with the buildings and all other improvements thereon, if any, situated easterly of Rock Ridge Road in the Town of Waterford, County of New London and State of Connecticut and being more particularly shown on a certain map or plan entitled "Plan Showing Property of Higo Jr. & Vivian M. Wilms Easterly of Rock Ridge Road Waterford, Connecticut Scale:  $1''=80'$  November 1972 DiCesare-Beailey-Welling Eng'rs. Inc. Groton, Connecticut Sheets 1 of 2 and 2 of 2" which premises are more particularly bounded and described as follows:

Beginning at a point said point being marked by an iron pipe at the northeasterly corner of land now or formerly of Stephen E. and Margot J. Silver and in the most westerly boundary line of land now or formerly of Charles Tonda as shown on the hereinbefore referenced plan; thence running westerly 866.83 feet to an iron pipe at a stone wall, bounded southerly by land now or formerly of Stephen E. and Margot J. Silver; thence turning an interior angle of  $86^{\circ}13'52''$  and running northerly bounded westerly by land now or formerly of William and Annie P. Lepuz for a distance of 50.11 feet to an iron pipe; thence turning an interior angle of  $183^{\circ}10'10''$  and running northerly by and with said stone wall 67.47 feet to a drill hole; thence turning an interior angle of  $181^{\circ}13'40''$  and running northerly by and with said stone wall 121.14 feet to an iron pipe; thence turning an interior angle of  $177^{\circ}52'20''$  and running northerly by and with said stone wall 182.18 feet to a drill hole; thence turning an interior angle of  $180^{\circ}41'10''$  and running northerly by and with said stone wall 75.85 feet to a drill hole; thence turning an interior angle of  $180^{\circ}51'20''$  and running northerly by and with said stone wall 113.66 feet to an iron pipe; thence

running an interior angle of  $272^{\circ}49'40''$  and running westerly by and with a stone wall 253.73 feet to a drill hole; thence turning an interior angle of  $176^{\circ}49'40''$  and running westerly by and with said stone wall 106.05 feet to a drill hole; ~~the last seven courses bounded generally westerly by land now or formerly of~~ of William and Annie P. Laputz; thence turning an interior angle of  $90^{\circ}10'00''$  and running northerly 452.20 feet to a drill hole; thence turning an interior angle of  $263^{\circ}21'00''$  and running westerly 67.60 feet to a drill hole in a stone wall; thence turning an interior angle of  $95^{\circ}40'05''$  and running northerly by and with said stone wall 75.36 feet to a copper pin; thence turning an interior angle of  $84^{\circ}19'55''$  and running easterly 66.30 feet to a monument; thence turning an interior angle of  $276^{\circ}39'08''$  and running northerly 891.40 feet to an iron rod; thence turning an interior angle of  $188^{\circ}13'00''$  and running northerly 440.52 feet to an iron rod, the last six courses bounded generally northwesterly by land now or formerly of the Connecticut Light & Power Company; thence turning an interior angle of  $65^{\circ}44'20''$  and running southeasterly bounded northeasterly in part by land now or formerly of Francis Duggan and Daisy S. Dobbins and in part by land now or formerly of William and Annie P. Laputz 1,628.73 feet to an angle point; thence turning an interior angle of  $128^{\circ}14'10''$  and running southeasterly 16.70 feet to a drill hole in a stone wall; thence turning an interior angle of  $180^{\circ}43'30''$  and running southeasterly by and with said stone wall 132.18 feet to a drill hole; thence turning an interior angle of  $167^{\circ}02'00''$  and running southeasterly by and with said stone wall 193.16 feet to a drill hole; thence turning an interior angle of  $153^{\circ}07'30''$  and running southwesterly by and with said stone wall 85.48 feet to a drill hole; thence turning an interior angle of  $135^{\circ}04'60''$  and running southwesterly by and with said stone wall 186.29 feet to a drill hole; thence turning an interior angle of  $160^{\circ}56'00''$  and running in a westerly direction by and with said stone wall 50.75 feet to a drill hole; thence turning an interior angle of  $217^{\circ}20'00''$  and running southwesterly by and with said stone wall 38.97 feet to a drill hole; thence turning an interior angle of  $197^{\circ}25'30''$  and running southwesterly by and with said stone wall 40.18 feet to a drill hole; thence turning an interior angle of  $179^{\circ}59'30''$  and running southwesterly by and with said stone wall 66.05 feet to a drill hole; thence turning an interior angle of  $196^{\circ}15'30''$  and running southwesterly by and with said stone wall 67.47 feet to a drill hole; thence turning an interior angle of  $190^{\circ}55'00''$  and running southwesterly by and with said stone wall 171.39 feet to a drill hole; thence turning an interior angle of  $174^{\circ}11'00''$  and running southwesterly by and with said stone wall 62.71 feet to a drill hole; thence turning an interior angle of  $195^{\circ}08'30''$  and running southerly by and with said stone wall 194.27 feet to a drill hole; thence turning an interior angle of  $278^{\circ}14'00''$  and running easterly by and with said stone wall 80.02 feet to a drill hole; thence turning an interior angle of  $182^{\circ}34'30''$  and running easterly by and with said stone wall 70.97 feet to a drill hole; thence turning an interior angle of  $173^{\circ}57'30''$  and running easterly by and with said stone wall 158.65 feet to a drill hole; thence turning an interior angle of  $84^{\circ}35'00''$  and running southerly by and with said stone wall 174.65 feet to a drill hole; thence turning an interior angle of  $180^{\circ}15'00''$  and running southerly by and with said stone wall 104.53 feet to a drill hole; thence turning an interior angle of  $179^{\circ}37'30''$  and running southerly by and with said stone wall 227.65 feet to a drill hole, the last nineteen courses bounded generally easterly by land now or formerly of Russell Corser; thence turning an interior angle of  $93^{\circ}09'10''$  and running westerly by and with a stone wall 36.41 feet to a drill hole; thence turning an interior angle of  $176^{\circ}05'20''$  and running westerly by and with said stone

wall 123.16 feet to a drill hole; thence turning an interior angle of  $180^{\circ}34'40''$  and running westerly by and with said stone wall 126.58 feet to a drill hole; thence turning an interior angle of  $176^{\circ}40'10''$  and running westerly by and with said stone wall 25.60 feet to a drill hole; thence turning an interior angle of  $274^{\circ}02'50''$  and running southerly by and with said stone wall 193.63 feet to a drill hole; thence turning an interior angle of  $182^{\circ}41'10''$  and running southerly by and with said stone wall 54.32 feet to a drill hole; thence turning an interior angle of  $177^{\circ}24'50''$  and running southerly by and with said stone wall 171.75 feet to a drill hole; thence turning an interior angle of  $178^{\circ}09'30''$  and running southerly by and with said stone wall 17.44 feet to an iron rod; thence turning an interior angle of  $180^{\circ}00'00''$  and running in a southerly direction for a distance of 30.00 feet along a stone wall to the iron pin at the point and place of beginning, the last described course forming an interior angle of  $90^{\circ}10'38''$  with said first mentioned course, the last nine courses bounded southerly and easterly by aforesaid Tonda Land.

Said premises are conveyed together with a right of way for all purposes over and across a certain fifty foot wide right of way to and from Rock Ridge Road, which right of way is more particularly described and identified in that certain agreement by and among William Laputz, Annie Laputz, Hugo J. Wilms, Jr., Vivian M. Wilms and Charles Tonda dated July 24, 1959 and recorded on September 22, 1959 at Volume 128, Page 411 of Waterford Land Records.

Said premises are further conveyed together with any and all rights of way appurtenant to the hereinbefore described premises which are delineated in the following deeds: (i) Warranty Deed from Elizabeth J. Bailey to Stanislaw Zilinski and Agnes Zilinski dated August 21, 1924 and recorded in Volume 40, Page 586 of Waterford Land Records; (ii) Warranty Deed of Lillian A. Clark to Agnes Zilinski and Stanislaw Zilinski dated June 18, 1929 and recorded in Volume 46, Page 124 of Waterford Land Records and (iii) Deed of Agnes Zilinski and Stanislaw Zilinski to Rosamond M. Hanscom recorded in Volume 56, Page 368 of Waterford Land Records.

Reference is hereby made to a Warranty Deed from Hugo J. Wilms, Jr. a/k/a Hugo Wilms to Richard Swartz and Teri Lynn Swartz Blumling, Trustees of the Swartz Family Trust created pursuant to instrument dated February 12, 1996, dated March 4, 2000 and recorded in the Waterford Land Records.

#### FOURTH TRACT:

A certain tract or parcel of land, together with the buildings and improvements thereon, if any, situated on the Northwesterly side of Fog Plain Road in the Town of Waterford, County of New London and State of Connecticut and being more particularly shown on a certain map or plan entitled "Plan Showing Property of Hugo J. & Vivian M. Wilms Fog Plain Road Waterford, Connecticut Scale: 1"=80' November 1972 DiCesare-Bentley-Walling Engrs., Inc. Groton-Norwich, Connecticut W-302", which premises are more particularly bounded and described as follows:



Said premises are conveyed together with any and all rights which the Grantor herein may have in and to ~~lands, Brook and the waters which flow within said Jordan Brook.~~

Reference is hereby made to a Warranty Deed from Hugo J. Wilms, Jr. a/k/a Hugo Wilms to Richard Swartz and Terri Lynn Swartz Blumling, Trustees of the Swartz Family Trust created pursuant to instrument dated February 12, 1996, dated March 4, 2000 and recorded at Volume 509, Page 1105 of Waterford Land Records.

**FIFTH TRACT:**

A certain triangular tract or parcel of land located Northwesterly of Fog Plain Road in the Town of Waterford, County of New London and State of Connecticut, and being more particularly shown on a certain map or plan entitled "Land to be Acquired by Hugo Jr. & Vivian M. Wilms from Malcolm C. & Barbara S. Browne Northwesterly of Fog Plain Road Waterford, Connecticut Scale: 1"=40' October 1981 DiCesare-Bentley Engineers, Inc. Gromon, Connecticut Revised: 12/81 Revised: 1/82" which premises are more particularly bounded and described as follows:

Beginning at the Southerly corner of the herein described tract, said point of beginning lying in the Northeasterly property line of land of Hugo Jr. and Vivian M. Wilms and the Southwesterly property line of land of Malcolm C. and Barbara S. Browne and being more precisely located 191.66 feet Northwesterly of the Northerly street line of Fog Plain Road; thence running Northwesterly, bounded Southwesterly by said Wilms land, a distance of 100.04 feet to the Westerly corner; thence running an interior angle of  $116^{\circ}38'00''$  and running Northwesterly, bounded Northwesterly by said Wilms land a distance of 21.71 feet to a drill hole; thence turning an interior angle of  $180^{\circ}00'00''$  and continuing Northeasterly by and along a stone wall, bounded Northwesterly by said Wilms land a distance of 59.36 feet to the Northerly corner of the herein described tract; thence turning an interior angle of  $35^{\circ}22'53''$  and running Southerly, bounded Easterly by remaining land of Malcolm C. and Barbara S. Browne, a distance of 154.44 feet to the point and place of beginning. Said last mentioned course forming an interior angle of  $27^{\circ}59'05''$  with said first mentioned course. Containing 3,625 square feet.

Reference is hereby made to a Warranty Deed from Hugo J. Wilms, Jr. a/k/a Hugo Wilms to Richard Swartz and Terri Lynn Swartz Blumling, Trustees of the Swartz Family Trust created pursuant to instrument dated February 12, 1996, dated March 4, 2000 and recorded at Volume 509, Page 1103 of Waterford Land Records.

**SIXTH TRACT:**

A certain tract or parcel of land, together with the buildings and all other improvements thereon, situated Easterly of Rockridge Road in the Town of Waterford, County of New London and State of Connecticut,

and being more particularly shown on a certain map or plan entitled "Plan Showing Property of Charles Tonda Easterly of Rock Ridge Road & Northerly of Fog Plain Road Waterford, Connecticut Scale: 1" = 80' November 1975 De Cesare Beatty Wolcott Esq., Inc. Geom. Norwich Connecticut 1975" which premises are more particularly bounded and described as follows:

Beginning at an iron pin set in a stone wall corner at a Southwesterly corner of the herein described tract and on the dividing line between the herein described tract and land now or formerly of Stephen E. and Margot J. Silver, as shown on the above-referenced plan; thence running in an Easterly direction for a distance of 84.41 feet along a stone wall to an iron pin set at an angle in said stone wall; thence turning an interior angle of  $177^{\circ}06'00''$  and continuing in an Easterly direction for a distance of 131.23 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $180^{\circ}54'00''$  and running in an Easterly direction for a distance of 140.39 feet along a stone wall to an iron pin at a stone wall intersection, the last three courses being bounded Southerly by said Silver land; thence turning an interior angle of  $180^{\circ}00'00''$  and running in an Easterly direction for a distance of 86.24 feet along a stone wall to an iron pin set at an angle in said stone wall; thence turning an interior angle of  $179^{\circ}35'40''$  and running in an Easterly direction for a distance of 116.63 feet along a stone wall to an iron pin set at an angle in said stone wall; thence turning an interior angle of  $180^{\circ}04'40''$  and running in an Easterly direction for a distance of 313.20 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $179^{\circ}36'40''$  and running in an Easterly direction for a distance 144.92 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $179^{\circ}05'30''$  and running in an Easterly direction for a distance of 284.10 feet along a stone wall to a drill hole set at a stone wall corner, the last five courses being bounded Southerly by land now or formerly of Hugo Wilms, Jr. and Vivian M. Wilms; thence turning an interior angle of  $272^{\circ}54'20''$  and running in a Southwesterly direction for a distance of 315.46 feet along a stone wall, bounded Northwesterly by land now or formerly of Hugo Wilms, Jr. and Vivian M. Wilms to a drill hole set at a stone wall corner; thence turning an interior angle of  $90^{\circ}06'10''$  and running in an Easterly direction for a distance of 107.99 feet along a stone wall, bounded Southerly by land now or formerly of Hugo Wilms, Jr. and Vivian M. Wilms to a drill hole set at a stone wall corner; thence turning an interior angle of  $269^{\circ}22'30''$  and running in a Southwesterly direction for a distance of 186.15 feet along a stone wall to a drill hole set at an angle in a stone wall; thence turning an interior angle of  $178^{\circ}54'30''$  and running in a Southerly direction for a distance of 60.66 feet along a stone wall to an iron pin set at a stone wall corner, the last two courses being bounded Westerly by land now or formerly of Hugo Wilms, Jr. and Vivian M. Wilms; thence turning an interior angle of  $92^{\circ}16'30''$  and running in an Easterly direction for a distance of 45.27 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $179^{\circ}12'30''$  and running in an Easterly direction for a distance of 246.16 feet along a stone wall to a drill hole set at a stone wall corner, the last two courses being bounded Southerly by land now or formerly of Hugo Wilms, Jr. and Vivian M. Wilms; thence turning an interior angle of  $260^{\circ}09'50''$  and running in a Southerly direction for a distance of 74.12 feet along a stone wall to a drill hole set in said stone wall; thence turning an interior angle of  $180^{\circ}00'00''$  and running in a Southerly

direction for a distance of 129.71 feet along a stone wall to a drill hole set at an angle in said stone wall;  
~~thence turning an interior angle of 179°18'30" and running in a Southerly direction for a distance of 94.95~~  
~~feet along a stone wall to an iron pin set at a stone wall corner, the last three courses being bounded~~  
Westerly by land now or formerly of Hugo Wilms, Jr. and Vivian M. Wilms; thence turning an interior  
angle of 104°48'30" and running in a Southeasterly direction for a distance of 360.18 feet along a stone  
wall, bounded Southwesterly by land now or formerly of Hugo Wilms, Jr. and Vivian M. Wilms to an  
iron pin set at a stone wall corner; thence turning an interior angle of 71°28'35" and running in a  
Northerly direction for a distance of 217.07 feet along a stone wall to an iron pin set at an angle in said stone  
wall; thence turning an interior angle of 186°01'20" and running in a northerly direction for a distance  
61.10 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior  
angle of 167°45'10" and running in a Northerly direction for a distance of 82.70 feet along a stone wall  
to a drill hole set at an angle in said stone wall; thence turning an interior angle of 191°07'10" and  
running in a Northerly direction for a distance of 157.23 feet along a stone wall to a drill hole set at an  
angle in said stone wall; thence turning an interior angle of 186°46'45" and running in a Northerly  
direction for a distance of 96.79 feet along a stone wall to a drill hole set at an angle in said stone wall;  
thence turning an interior angle of 170°42'10" and running in a Northerly direction for a distance of 197.45  
feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle  
of 175°51'50" and running in a Northerly direction for a distance of 48.10 feet along a stone wall to a  
drill hole set at an angle in said stone wall; thence turning an interior angle of 186°20'35" and running  
in a Northerly direction for a distance of 81.95 feet along a stone wall to a drill hole set at an angle in said  
stone wall; thence turning an interior angle of 171°41'10" and running in a Northerly direction for a  
distance of 67.94 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning  
an interior angle of 177°36'10" and running in a Northerly direction for a distance of 86.06 feet along  
a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  
185°32'45" and running in a Northerly direction for a distance of 110.84 feet along a stone wall to a drill  
hole set at the end of said stone wall; thence turning an interior angle of 185°55'42" and running in a  
Northerly direction for a distance of 438.02 feet to a stone wall, the last twelve courses being bounded  
Easterly by land now or formerly of Browne Realty, Inc., as shown on the above-referenced plan; thence  
turning an interior angle of 83°40'00" and running in a westerly direction for a distance of 48.35 feet  
along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  
179°12'18" and running in a Westerly direction for a distance of 158.08 feet along a stone wall to a drill  
hole set at an angle in said stone wall; thence turning an interior angle of 194°01'00" and running in a  
Westerly direction for a distance of 119.95 feet along a stone wall to a drill hole set at an angle in said  
stone wall; thence turning an interior angle of 181°36'00" and running in a Westerly direction for a  
distance of 50.48 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning  
an interior angle of 179°04'30" and running in a Westerly direction for a distance of 236.95 feet along  
stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  
80°01'00" and running in a Westerly direction for a distance of 705.64 feet along a stone wall to a drill  
hole set at an angle in said stone wall; thence turning an interior angle of 179°06'00" and running in a

Westerly direction for a distance of 232.00 feet along a stone wall to a drill hole set at a stone wall corner, the last seven courses being bounded Northerly by land now or formerly of Russell Corser, as shown on the above-referenced plan; thence turning an interior angle of  $177^{\circ}26'20''$  and running in a Westerly direction for a distance of 56.41 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $183^{\circ}56'40''$  and running in a Westerly direction for a distance of 128.16 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $179^{\circ}25'20''$  and running in a Westerly direction for a distance of 126.68 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $183^{\circ}19'50''$  and running in a Westerly direction for a distance of 23.60 feet along a stone wall to a drill hole set at a stone wall corner; the last four courses being bounded Northerly by land now or formerly of Hugo Wilms, Jr. and Vivian M. Wilms, as shown on the above-referenced plan; thence turning an interior angle of  $85^{\circ}57'10''$  and running in a Southerly direction for a distance of 193.63 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $177^{\circ}18'50''$  and running in a Southerly direction for a distance of 54.32 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $182^{\circ}35'10''$  and running in a Southerly direction for a distance of 171.73 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $181^{\circ}50'30''$  and running in a Southerly direction for a distance of 17.44 feet along a stone wall to an iron pin set in said stone wall, the last four courses being bounded Westerly by land now or formerly of Hugo Wilms, Jr. and Vivian M. Wilms; thence turning an interior angle of  $180^{\circ}00'00''$  and running in a Southerly direction for a distance of 50.00 feet, in part along a stone wall bounded Westerly by a right-of-way, as shown on said plan, to an iron pin set at the end of a stone wall; thence turning an interior angle of  $180^{\circ}00'00''$  and running in a Southerly direction for a distance of 10.00 feet along a stone wall to a drill hole set at an angle in said stone wall; thence turning an interior angle of  $178^{\circ}32'30''$  and running in a Southerly direction for a distance of 139.78 feet along a stone wall to the iron pin set at the stone wall corner at the point and place of beginning, the last described course forming an interior angle of  $93^{\circ}00'00''$  with the first described course, the last two courses being bounded easterly by a right-of-way, as shown on the above-referenced plan.

and premises are conveyed, together with a right-of-way for all purposes to and from Rockridge Road to and across that certain fifty (50) foot right-of-way as delineated in an agreement between William Lutz, Annie Lutz, Hugo J. Wilms, Jr., Vivian M. Wilms and Charles Tonda, dated July 24, 1959 and recorded at Volume 123, page 411 of Waterford Land Records.

and premises are further conveyed together with a right-of-way over and across lands formerly of Charles Fallup to the Fog Plain Road from the hereinbefore described premises, which right-of-way is more particularly described in a Warranty Deed from Willis B. Miner to Charles Tonda, dated August 3, 1934 and recorded at Volume 68, Page 231 of Waterford Land Records, the location of which right-of-way is particularly delineated on a plan entitled "Plan of Tract of Land off Fog Plain Road Town of Waterford, Conn. Conveyed by Gladys B. Perkins to Edward J. Lavoie Scale 1"=100' July 1954."

~~prepared by Ernest L. Deshaery, Surveyor, and further, together with a right-of-way over and across land formerly of the New London Ice Company to and from Fog Plain Road, which right-of-way is described in a Warranty Deed from Willis A. Miner to Charles Tonnas, dated May 15, 1934 and recorded at Volume 46, Page 696 of Waterford Land Records.~~

Said premises are further conveyed together with all of the right, title and interest of the Grantors in and to that certain variance granted by the Town of Waterford Zoning Board of Appeals, dated May 12, 1981 and recorded on May 14, 1981, to permit an existing right-of-way to serve a third lot, a notice of which variance, dated May 12, 1981 is recorded at Volume 259, page 700 of Waterford Land Records.

Reference is hereby made to a Warranty Deed from Rolland W. Clarno and Susan Damon to Richard Swartz and Terri Lynn Swartz Blumling, Trustees of the Swartz Family Trust created pursuant to instrument dated February 12, 1996 recorded on March 8, 2000 at Volume 509, Page 1109 of Waterford Land Records.

GRANTEE

**EXHIBIT "B"**

Escrow Agreement

ESCROW AGREEMENT made as of the \_\_\_\_ day of May, 2006 by and among MATHON FUND I, LLC, an Arizona limited liability company, having an office c/o Lawrence E. Wilk, Jaburg & Wilk, PC, Great American Tower, 3200 North Central Avenue, Suite 2000, Phoenix, Arizona 85012 ("Seller"), MERIDIAN DEVELOPMENT PARTNERS LLC, a Delaware limited liability company, having an office at 280 Madison Avenue, New York, New York 10016 ("Buyer"), and FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK, having an office at 633 Third Avenue, New York, New York 10017-6706 ("Escrow Agent").

RECITALS:

A. Pursuant to Section 2.2.1 of that certain Agreement of Purchase and Sale of even date herewith (the "Agreement"), between Seller and Buyer, Buyer shall deposit into an escrow account maintained by Escrow Agent a good faith deposit in the amount of \$100,000.00 (the "Initial Deposit"). Pursuant to Section 2.2.1 of the Agreement, on or before the expiration of the Due Diligence Period, unless the Agreement is terminated by Buyer, Buyer will deposit with Escrow Agent the additional amount of \$150,000.00 (the "Additional Deposit").

B. Buyer and Seller desire that Escrow Agent release the Initial Deposit and the Additional Deposit (collectively, the "Deposit") to Seller within one (1) Business Day after the expiration of the Due Diligence Period on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions

Unless otherwise defined in this Escrow Agreement, all capitalized terms used herein shall have the same meanings as set forth in the Agreement.

2. Investment of Deposit

Upon receipt of the Initial Deposit and the Additional Deposit (if any), Escrow Agent shall give written notice thereof to Seller and Buyer. Escrow Agent shall promptly invest the Initial Deposit in accordance with the instructions set forth in Schedule "A" attached hereto and made a part hereof. All interest earned on the Initial Deposit shall be allocated to the appropriate party in accordance with the Agreement.

Each of Seller and Buyer has contemporaneously delivered to Escrow Agent a completed Form W-9 to be held by Escrow Agent and submitted on behalf of the applicable party to the Internal Revenue Service following disbursement of the Deposit.

3. Disbursement of Deposit

Escrow Agent shall hold and disburse the Deposit upon the following terms and conditions:

3.1 Escrow Agent shall disburse the Deposit and all interest earned thereon to Seller within one (1) Business Day after the expiration of the Due Diligence Period, provided that Buyer previously has not given a Termination Notice to Seller and Escrow Agent.

3.2 Escrow Agent shall disburse the Deposit and all interest earned thereon to Buyer promptly upon receipt of a Notice demanding disbursement thereof signed by Buyer and stating that either Seller has defaulted in the performance of its obligations under the Agreement or that Buyer is otherwise entitled to the return of the Deposit and interest thereon pursuant to the terms of the Agreement; provided, however, that Escrow Agent shall not comply with such demand until at least ten (10) business days after the date on which Escrow Agent shall have given a copy of such Notice to Seller, nor thereafter following such ten (10) business day period if Escrow Agent shall have received a Notice of objection from Seller given within such ten (10) business day period in accordance with the provisions of Section 3.4 hereof.

3.3 Escrow Agent shall disburse the Deposit and all interest earned on the Deposit to Seller promptly upon receipt of a Notice demanding disbursement thereof signed by Seller and stating that Buyer has defaulted in the performance of its obligations under the Agreement; provided, however, that Escrow Agent shall not comply with such demand until at least ten (10) business days after the date on which Escrow Agent shall have given a copy of such Notice to Buyer, nor thereafter following such ten (10) business day period if Escrow Agent shall have received a Notice of objection from Buyer given within such ten (10) business day period in accordance with the provisions of Section 3.4 hereof.

3.4 Upon receipt of a Notice demanding disbursement of the Deposit and interest thereon made by Buyer or Seller pursuant to Sections 3.2 or 3.3 hereof, Escrow Agent shall promptly give a copy thereof to the other party. The other party shall have the right to object to the disbursement of the Deposit and interest thereon by giving Notice of objection to Escrow Agent within ten (10) business days after the date on which Escrow Agent gives such copy of the Notice to the other party, but not thereafter. Upon receipt of such Notice of objection, Escrow Agent shall promptly give a copy thereof to the party who made the written demand.

#### 4. Disputes

4.1 If (i) Escrow Agent shall have received a Notice of objection as provided for in Section 3.4 hereof within the time therein prescribed or (ii) any other disagreement or dispute shall arise among the parties or any other persons resulting in adverse claims and demands being made for the Deposit and interest thereon whether or not litigation has been instituted, then and in any such event, Escrow Agent shall refuse to comply with any claims or demands for the Deposit and shall continue to hold the same and all interest earned thereon until it receives either (x) a Notice executed by Buyer and Seller and directing the disbursement of the Deposit and all interest earned thereon or (y) a final nonappealable order of a court of competent jurisdiction, entered in an action, suit or proceeding in which Buyer and Seller are parties, directing the disbursement of the Deposit and all interest earned thereon, in either of which events Escrow Agent shall then disburse the Deposit and all interest earned thereon in accordance with such direction. Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with any such claims and demands unless and until it has received such direction. Upon compliance with such direction, Escrow Agent shall be released of and from all liability hereunder, except for the bad faith, gross negligence or willful misconduct of Escrow Agent.

4.2 Escrow Agent may institute or defend any action or legal process involving any matter referred to herein which in any manner affects it or its duties and liabilities hereunder, but Escrow Agent shall not be required to institute or defend such action or process unless or until requested to do so by both Buyer and Seller and then only upon receipt of an indemnity in such amount, and of such character, as it may reasonably require against any and all claims, liabilities, judgments, reasonable attorneys' fees and other expenses of every kind in relation thereto. All reasonable costs and expenses

incurred by Escrow Agent in connection with any such action or process are to be paid by the non-prevailing party.

5. Fees of Escrow Agent

Except as set forth in Section 4.2 hereof, Buyer and Seller shall each pay one-half (1/2) of all fees and expenses, if any, of Escrow Agent hereunder.

6. Duties of Escrow Agent

It is agreed that the duties of Escrow Agent are only as herein specifically provided, and that Escrow Agent shall not be liable for any error in judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for any thing which it may do or refrain from doing in connection therewith, except for the bad faith, gross negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be obligated to inquire as to the performance of any obligation described in the Agreement. Escrow Agent shall not incur any liability for acting upon any Notice, consent, waiver or document which appears to be signed by Buyer and/or Seller, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth of any information therein contained, which Escrow Agent in good faith believes to be genuine and what it purports to be. Buyer and Seller, jointly and severally, agree to indemnify and hold Escrow Agent harmless from and against any loss, damage, claim or expense, including reasonable attorneys' fees, resulting from this Escrow Agreement, except for the bad faith, gross negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be bound by any modification to this Escrow Agreement, unless the modification shall be in writing and signed by Buyer and Seller, and, if the duties of Escrow Agent hereunder are affected, unless Escrow Agent shall have given its prior written consent thereto.

7. No Third-Party Beneficiaries

The terms and provisions of this Escrow Agreement shall create no right in any person, firm or corporation other than the parties and their respective successors and permitted assigns of the Agreement and no third party shall have the right to enforce or benefit from the terms hereof.

8. Notices

Any notice, demand, consent, authorization or other communication (collectively, a "Notice") which any party is required or may desire to give to or make upon any other party pursuant to this Escrow Agreement shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered personally (upon an officer of the other party or to such individual as may be noted in the addresses stated below) to the other party or sent by express courier or delivery service or by registered or certified mail of the United States Postal Service, return receipt requested, and addressed to the other party as follows (or to such other address or person as any party or person entitled to Notice may by Notice to the other parties specify) or sent by facsimile transmission to the fax number shown below and simultaneously mailed by first-class mail of the United States Postal Service:

To Buyer:

Meridian Development Partners LLC  
280 Madison Avenue  
New York, New York 10016  
Attention: Mark Rosenberg, Member  
Telephone: (212) 532 - 5800  
Facsimile: (212) 532 - 9250

and to:

Kirkpatrick & Lockhart Nicholson Graham LLP

599 Lexington Avenue  
New York, New York 10020-6030  
Attention: Jeffrey H. Weitzman, Esq.  
Telephone: (212) 536 - 3956  
Facsimile: (212) 536 - 3901

To Seller:

Mathon Fund I, LLC  
c/o Jaburg & Wilk, PC  
Great American Tower  
3200 North Central Avenue  
Suite 2000  
Phoenix, Arizona 85012  
Attention: Lawrence E. Wilk, Esq.  
Telephone: (602) 248-1008  
Facsimile: (602) 248-0522

and to:

Alan A. Meda, Esq.  
Stinson Morrison Hecker, LLP  
1850 North Central Avenue  
Suite 2100  
Phoenix, Arizona 85004-4584  
Telephone: (602) 279-1600  
Facsimile: (602) 240-6925

To Escrow Agent:

First American Title Insurance Company of New York  
633 Third Avenue  
New York, New York 10017-6706  
Attention: S.H. Spencer Compton  
Telephone: (212) 922-9700  
Facsimile: (212) 922-0881

Unless otherwise specified, Notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service.

9. Governing Law

This Escrow Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflict of law.

10. Counterparts

This Escrow Agreement is being executed in counterparts by facsimile transmissions and accepted by the parties as duplicate originals.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the date first above written.

**SELLER:**

MATHON FUND I, LLC,  
an Arizona limited liability company

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

MERIDIAN DEVELOPMENT PARTNERS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: *Mark P. ...*

Title: *Member*

**ESCROW AGENT:**

FIRST AMERICAN TITLE INSURANCE COMPANY OF  
NEW YORK

By: \_\_\_\_\_

Name:

Title:

GRANITE

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the date first above written.

**SELLER:**

MATHON FUND I, LLC,  
an Arizona limited liability company

By: *James L. Self, Conservator*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

MERIDIAN DEVELOPMENT PARTNERS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ESCROW AGENT:**

FIRST AMERICAN TITLE INSURANCE COMPANY OF  
NEW YORK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANITE

SCHEDULE "A"  
INVESTMENT INSTRUCTIONS

Re: Mathon Fund I, LLC ("Seller") and  
Meridian Development Partners LLC ("Buyer")

Escrow Agent shall promptly invest the Deposit into the following investment unless otherwise instructed by Seller and Buyer: A money market account with JPMorgan Chase or Citibank, N.A.

GRANTED

EXHIBIT "C"

Due Diligence Budget for Waterford Airport Project

Market Research	\$67,000.00
Environmental	\$52,500.00
Traffic	\$10,000.00
Survey	\$16,000.00
Engineering, Planning	\$44,200.00
Legal – Governmental	\$15,000.00
History and Archeology	\$8,000.00
Miscellaneous	\$11,000.00
Transportation	<u>\$1,000.00</u>
Total	<u>\$224,700.00</u>

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EXHIBITS

- "A" – The Property
- "B" – Escrow Agreement
- "C" – Projected Due Diligence Budget

GRANTED

**AMENDMENT TO  
AGREEMENT OF PURCHASE AND SALE**

THIS AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this "Amendment") made as of the 13th day of June, 2006, between MATHON FUND I, LLC, an Arizona limited liability company ("Seller") and MERIDIAN DEVELOPMENT PARTNERS LLC, a Delaware limited liability company ("Buyer").

**RECITALS**

A. Seller and Buyer are parties to that certain Agreement of Purchase and Sale dated May 25, 2006 (the "Agreement"), providing for the purchase and sale of certain real property located in the Town of Waterford, County of New London, State of Connecticut, in accordance with the terms and conditions set forth therein.

B. Seller and Buyer now desire to amend the Agreement as hereinafter set forth.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby are as follows:

1. The second line of Section 5.1 of the Agreement is hereby amended by deleting the words "Effective Date" and substituting the following therefor:

date on which the Bankruptcy Court has approved the Termination Fee and the bidding procedures for the sale of the Property (such date being June 13, 2006)

2. The second sentence of Section 7.3.1 of the Agreement is hereby amended in its entirety to read as follows:

Seller agrees that the scheduled hearing date for the Approval Order shall follow the expiration of the Due Diligence Period.

3. The second line of Section 7.4.3. of the Agreement is hereby amended in its entirety to read as follows:

not satisfied within thirty (30) days from the expiration of the Due Diligence Period (the "Approval Date"), unless Buyer has

4. The second sentence of Section 7.4.3. of the Agreement is hereby deleted in its entirety.

5. The first sentence of Section 8.1 of the Agreement is amended in its entirety to read as follows:

Subject to the provisions of Section 7.3.1, the closing contemplated by this Agreement (the "Closing") shall take place on or before the date that is thirty (30) days after the later of (i) Bankruptcy Court Approval and (ii) the expiration of the Due Diligence Period.

6. Unless otherwise defined in this Amendment, all capitalized terms used herein shall have the same meaning as set forth in the Agreement.

7. All of the terms, covenants and conditions of the Agreement, as hereby amended, are ratified and confirmed and shall remain in full force and effect.

8. This Amendment is being executed in counterparts by e-mail transmissions and accepted by the parties as duplicate originals.

**NO FURTHER TEXT ON THIS PAGE**

**GRANITE**

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

SELLER:

MATHON FUND I, LLC,  
an Arizona limited liability company

By: *James C. Dell*  
Name:  
Title: *Conservator*

BUYER:

MERIDIAN DEVELOPMENT PARTNERS LLC,  
a Delaware limited liability company

By: *Mark Rosenberg*  
Name: *Mark Rosenberg*  
Title: *Member*

GRANVILLE

**SECOND AMENDMENT TO  
AGREEMENT OF PURCHASE AND SALE**

THIS SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this "Amendment") made as of the 24<sup>th</sup> day of August, 2006, between MATHON FUND I, LLC, an Arizona limited liability company ("Seller") and MERIDIAN DEVELOPMENT PARTNERS LLC, a Delaware limited liability company ("Buyer").

**RECITALS**

A. ~~Seller and Buyer are parties to that certain Agreement of Purchase and Sale dated May 25, 2006, as amended by Amendment to Agreement of Purchase and Sale dated June 13, 2006 (collectively, the "Agreement"), providing for the purchase and sale of certain real property located in the Town of Waterford, County of New London, State of Connecticut, in accordance with the terms and conditions set forth therein.~~

B. Seller and Buyer now desire to amend the Agreement as hereinafter set forth.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby are as follows:

1. The first and second lines of Section 5.1 of the Agreement are hereby deleted in their entirety and the following substituted therefor:

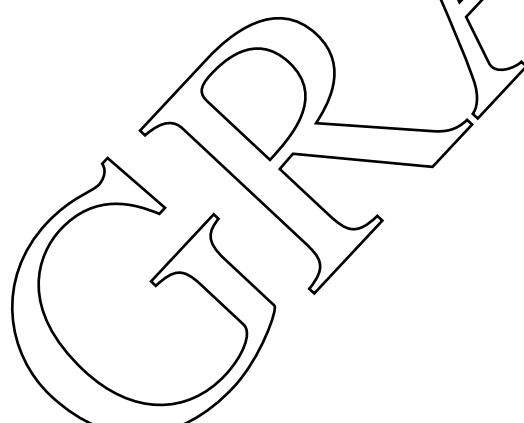
5.1 Inspection and Examination. During the period extending through and including October ~~12~~ 2006 (the "Due Diligence Period"), Buyer and Buyer's Agents

12 at 10:00 a.m.

2. Unless otherwise defined in this Amendment, all capitalized terms used herein shall have the same meaning as set forth in the Agreement.

3. All of the terms, covenants and conditions of the Agreement, as hereby amended, are ratified and confirmed and shall remain in full force and effect.

4. This Amendment is being executed in counterparts by e-mail transmissions and accepted by the parties as duplicate originals.



IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

SELLER:

MATHON FUND I, LLC,  
an Arizona limited liability company

By: *James C. Self*  
Name:  
Title: *Conservator*

BUYER:

MERIDIAN DEVELOPMENT PARTNERS LLC,  
a Delaware limited liability company

By: *Mark Barsness*  
Name: *Mark Barsness*  
Title: *Member*

GRANTED

**THIRD AMENDMENT TO  
AGREEMENT OF PURCHASE AND SALE**

THIS THIRD AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this "Amendment") made as of October 5, 2006, between MATHON FUND I, LLC, an Arizona limited liability company ("Seller") and MERIDIAN DEVELOPMENT PARTNERS LLC, a Delaware limited liability company ("Buyer").

**RECITALS**

- A. Seller and Buyer are parties to that certain Agreement of Purchase and Sale dated May 25, 2006, as amended by Amendment to Agreement of Purchase and Sale dated June 13, 2006 and by Second Amendment to Agreement of Purchase and Sale dated August 24, 2006 (collectively the "Agreement"), providing for the purchase and sale of certain real property located in the Town of Waterford, County of New London, State of Connecticut, in accordance with the terms and conditions set forth therein.
- B. Seller and Buyer now desire to amend the Agreement as hereinafter set forth.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. The first and second lines of Section 5.1 of the Agreement are hereby deleted in their entirety and the following substituted therefor:
  - 5.1 Inspection and Examination. During the period extending through and including October 27, 2006 (the "Due Diligence Period"), Buyer and Buyer's Agents
2. Unless otherwise defined in this Amendment, all capitalized terms used herein shall have the same meaning as set forth in the Agreement.
3. All of the terms, covenants and conditions of the Agreement, as hereby amended, are ratified and confirmed and shall remain in full force and effect.
4. This Amendment is being executed in counterparts by e-mail transmissions and accepted by the parties as duplicate originals.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

SELLER:

MATHON FUND I, LLC,  
an Arizona limited liability company

By: *James C. Saff*  
Name: *James C. Saff*  
Title: *Guarantor*

BUYER:

MERIDIAN DEVELOPMENT PARTNERS LLC,  
a Delaware limited liability company

By: *Mark Long*  
Name: *Mark Long*  
Title: *Member*

GRANVILLE

## Upload a Single Order

The new pdf file 151167.pdf was uploaded and routed to CRD-Inbox folder successfully on 11/3/2006 -- 11:44 AM

**Order Type:** Post Hearing Orders

**Case Number:** 2:05-bk-27993-GBN

**Case Name:** MATHON FUND LLC and Larry Cunningham

**Related Document Number:** 209

**Related Document Description:** Motion to Approve Sale

**Hearing Date:** 10/30/2006

Do it again

GRANTED