**ENVIRONMENTAL INDEMNIFICATION AGREEMENT**

 THIS ENVIRONMENTAL INDEMNIFICATION AGREEMENT (this “**Agreement”**), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower”**), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Guarantor”**; Borrower and Guarantor are hereinafter collectively referred to as “**Indemnitor”**), for the benefit of TRUIST BANK, a North Carolina banking corporation (“**Lender”**);

W I T N E S S E T H:

WHEREAS, as more fully provided in that certain **[Term/Construction]** Loan Agreement (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, hereinafter referred to as the “**Loan Agreement”**) of even date herewith by and between Borrower and Lender, Lender has agreed to make a [**construction/term**] loan to Borrower in the principal amount of [**up to**] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100 DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (the “**Loan”**); and

WHEREAS, the Loan is evidenced by a promissory note made by Borrower, as maker, payable to Lender, as payee, in the principal amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and No/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_) (as may be amended, supplemented, renewed or replaced from time to time, the “**Note**”), and secured in part by a first priority security interest in and to the real property described in **Exhibit “A”** attached hereto and made a part hereof, and any improvements and personal property located thereon (the “**Property”**), as evidenced by that certain **[Deed of Trust/Mortgage/Deed to Secure Debt, Assignment, Security Agreement and Fixture Filing]** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Instrument”**) of even date herewith executed by Borrower for the benefit of Lender; and

WHEREAS, Guarantor has executed a Guaranty dated of even date herewith whereby Guarantor guaranteed certain obligations of Borrower under the Loan Agreement.

WHEREAS, Lender has required, as a condition of funding the Loan, that Indemnitor indemnify and hold Lender harmless against and from certain matters for which Lender may incur liability, whether as grantee under the Security Instrument, mortgagee in possession, or by foreclosure, by reason of the threat or presence of any hazardous materials at or near the Property; and

NOW, THEREFORE, in consideration of the premises, Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnitor, intending to be legally bound, hereby agrees as follows:

 1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

1. “**Phase I Environmental Site Assessment**” shall mean that Phase I environmental site assessment of the Property that complies with all requirements of the most recent version of the ASTM 1527 standard for completing Phase I environmental site assessments, which assessment shall be form, scope, substance, and depth satisfactory to Lender, addressed to Lender, and prepared by an environmental consultant satisfactory to Lender.
2. “**Relevant Date**” shall mean the earlier of the following two dates:  (i) the date on which the indebtedness and obligations secured by the Security Instrument have been paid, performed and finally discharged in full (without possibility for disgorgement), and the Security Instrument has been cancelled, released and/or reconveyed, as applicable; or (ii) the date on which the lien and security title of the Security Instrument is fully and finally foreclosed or a conveyance by deed in lieu of such foreclosure is fully and finally effective and possession of the Property has been given to and accepted by Lender or any other purchaser or grantee free of occupancy and claims to occupancy by Borrower and its heirs, devisees, representatives, successors and assigns; provided that, if such payment, performance, release, foreclosure or conveyance is challenged, in bankruptcy proceedings or otherwise, the Relevant Date shall be deemed not to have occurred until such challenge is validly released, dismissed with prejudice or otherwise barred by law from further assertion.
3. "**Submitted Documents**" shall mean that certain Phase I Environmental Site Assessment dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Borrower, and all other environmental site assessments, environmental audits, or similar reports addressing the environmental condition and safety status of the Property provided to Lender.

Any capitalized term used and not defined in this Agreement shall have the meaning given to such term in the Loan Agreement. This Agreement is one of the Loan Documents described in the Loan Agreement, but is not secured by the Security Instrument.

2. Representations and Warranties. Except as specifically disclosed in the Submitted Documents, Indemnitor represents and warrants that:

1. Indemnitor and the Property comply in all material respects with applicable Environmental Laws, and none of the activities, operations or conditions at, under, or upon the Property violates any other applicable Laws.
2. No disposal, burial, discharge, spill, release, emission, uncontrolled loss, seepage, filtration, generation, processing, migration, or abatement of any Hazardous Materials has occurred or is occurring at, upon, under or within the Property or any contiguous real estate to the Property.
3. No treatment, storage, handling, transportation, processing or use of any Hazardous Materials has occurred or is occurring at, upon, under or within the Property.
4. No underground storage tanks, above-ground storage tanks, landfills, chemical storage areas, drums, underground vaults, soil, air or groundwater contamination, or other unsafe or hazardous conditions have existed or exist at the Property or any contiguous real estate to the Property;
5. There are no asbestos containing materials, lead based paint, or any other forms of asbestos or any other type of building material or environmental condition is present at the Property which may, if not properly handled, pose a threat to the health or safety of Property users and occupants.
6. There are no claims, demands, investigations, litigations or settlements involving alleged non-compliance with Environmental Laws that involve Indemnitor or the Property.
7. Neither Indemnitor nor any affiliated entity or member of Indemnitor has applied for and been denied environmental impairment liability insurance or similar environmental insurance relating to the Property.
8. Neither Indemnitor, nor, to the best of Indemnitor's knowledge and with due inquiry, any other party has been, is or will be involved in operations at or near the Property, which operations could reasonably be expected to lead to (i) the imposition of liability on Indemnitor, or on any subsequent or former owner of the Property, or (ii) the creation of a lien on the Property under Environmental Laws.
9. Indemnitor has not been cited, fined, or otherwise penalized by any Governmental Authority for violation of or non-compliance with any Environmental Laws.
10. Indemnitor has provided to Lender copies of all Phase I environmental site assessment reports, environmental compliance reports, environmental or safety audits, permits, licenses, regulatory inspections, regulatory approvals, environmental insurance policies and applications (whether denied, accepted or pending), and similar environmental or safety reports, documents, or correspondence relating to the Property in Indemnitor’s possession or control.

3. Covenants.

1. Indemnitor shall comply strictly with all Environmental Laws applicable to the Property, and Indemnitor shall require all tenants at and occupants of the Property to comply strictly with all Environmental Laws.
2. Indemnitor shall notify Lender immediately of any non-compliance with Environmental Laws affecting the Property, and Indemnitor shall notify Lender in the event Indemnitor becomes aware of any release or discharge of any Hazardous Material at, upon, under or within the Property.
3. Indemnitor shall promptly forward to Lender copies of all orders, notices, permits, applications and other communications and reports related in any way to the release or discharge or the presence of any Hazardous Material or related to any actual or potential non-compliance with Environmental Laws which may affect the Property.
4. Indemnitor shall not engage in any activity, or knowingly permit any tenant or occupant of the Property (except as disclosed in the Submitted Documents) to engage in any activity, that could impose environmental liability under any Environmental Laws upon Indemnitor, such tenant or Lender or result in the creation of a lien on the Property under any Environmental Laws.
5. In the event Indemnitor undertakes any assessment, remediation, corrective action, monitoring or work at the Property to address the presence of Hazardous Materials at the Property or any non-compliance with Environmental Laws at the Property, Indemnitor shall undertake such activities and work and complete such activities and work at its sole cost and expense, conduct such work and activities in accordance with applicable Environmental Laws, and implement and complete such work in a diligent and timely manner. All such work shall be completed by licensed contractors operating under the direction of a professional engineer licensed in the State in which the Property is located. For all action, work, or activity taken to address Hazardous Materials or non-compliance with Environmental Laws at the Property, Indemnitor shall provide Lender with a copy of all proposals, testing results, reports, plans, and approvals related to such action, work or activity, and Lender shall have the right but not the obligation to inspect any and all such action, work or activity at the Property.
6. In the event Lender at any time reasonably suspects the presence of Hazardous Materials at, upon, under or within the Property (other than those expressly permitted below in this Section 3), Indemnitor shall provide Lender and at Indemnitor’s expense, promptly upon Lender’s request, with an updated or supplemental Phase I environmental site assessment or environmental investigation of affected media (e.g., soil, air, water) or conditions at the Property prepared by an environmental engineering firm acceptable to Lender, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Materials at, upon, under or within the Property, the potential costs in connection with abatement, cleanup or removal of any Hazardous Materials found upon, under, at or within the Property, and a schedule for completion of such work, or to evaluate any other issue related to compliance with Environmental Laws at the Property.
7. If applicable, Indemnitor shall promptly implement and maintain an operations and maintenance program (an “O&M Program”) appropriate for any asbestos-containing material (“ACM”) or lead-based paint (“LBP”) which may do or may exist at the Property. The O&M Program shall be prepared by an environmental consultant satisfactory to Lender in accordance with the guidelines *Managing Asbestos in Place*, published by the United States Environmental Protection Agency and dated July 1990, and other appropriate guidance, and shall include, at a minimum, an inventory of ACM and LBP, employee training, work practices, notifications, and periodic inspections and updates.

Notwithstanding the provisions of Section 3 above, Indemnitor shall not be in default under this Section 3 as a result of the use of de minimus quantities of materials of the type and only in quantities customarily used in connection with the construction, occupancy and operation of properties similar to the Property provided (i) the same are incidental to or required for the use of the Property and are held, stored and used in full compliance with all applicable Environmental Laws,(ii) it shall at all times be the responsibility of Indemnitor to take all remedial actions required under and in accordance with this Agreement in the event of any release of any such substance not compliant with applicable Environmental Laws, and (iii) the indemnification provisions of this Agreement shall apply at all times with respect to all such substances.

4. Indemnity.

1. To the maximum extent provided by Law, Indemnitor shall at all times indemnify and hold harmless Lender against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, injuries (including personal injury and property devaluation), and expenses, of any nature whatsoever (including all legal fees and related costs and expenses) suffered or incurred by Lender, whether as grantee under the Security Instrument, as mortgagee in possession, or as successor‑in‑interest to Indemnitor by foreclosure deed or deed in lieu of foreclosure, under or on account of the following (regardless of whether or not any Government Authority has taken or threatened to take any action relating thereto):
2. The breach or inaccuracy of any warranty, representation, or covenant under this Agreement;
3. The presence of any Hazardous Materials at any time on, in, under, at or affecting all or any portion of the Property, regardless of whether or not caused or within the control of Indemnitor;
4. The cost of any repair, removal, remediation, cleanup, corrective action, monitoring, change, abatement, renovation, procedures, or other action with respect to any and all Hazardous Materials located upon the Property and adjacent real properties including without limitation any costs relating to damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction or loss incurred pursuant to the Environmental Laws;
5. The violation of or noncompliance with any Environmental Laws at the Property, whether or not caused by or within the control of Indemnitor, and all actions, activities, repairs, process changes, or other activities to remedy the violation or noncompliance with Environmental Laws;
6. The filing of or imposition of any environmental lien or superliens arising out of the Property because of, resulting from, or in connection with the Property;
7. Liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the creation or maintenance of a public or private nuisance, trespass, fraud, or for the carrying on of any abnormally or inherently dangerous activity at or near the Property; and

(iv) Any other environmental, health or safety condition or regulatory requirement adversely affecting the Property or resulting in potential liability to Lender.

1. Notwithstanding anything herein to the contrary, including without limitation the foregoing, Indemnitor shall have no liability to Lender with respect to any claims, suits, actions, debts, costs, obligation, judgment, expense, damage or loss suffered by Lender to the extent they arise from (i) the gross negligence, willful misconduct or unlawful acts of Lender or its agents related to the Property, or (i) acts, conditions or circumstances occurring after the Relevant Date, but only if such acts, conditions or circumstances are not related in any way to Indemnitor’s ownership or operation at the Property or conditions or activities on the Property prior to the Relevant Date.

5. Lender Rights.

1. In the event (i) a threatened or actual discharge or release of Hazardous Materials could affect the Property, whether or not the same originates or emanates from the Property or any contiguous real estate, or (ii) any non-compliance with any Environmental Law could affect the Property, activities at the Property or adjacent real properties, Lender may either (x) provide Indemnitor thirty (30) days notice and opportunity to remedy such discharge or threat of discharge or release or non-compliance with any Environmental Law, or (y) cause such work to be performed at the Property and take any and all other actions as Lender shall deem necessary or advisable to address the threatened or actual discharge or release of Hazardous Material or remedy the non-compliance with Environmental Laws.
2. Indemnitor shall reimburse Lender for all costs and expenses whatsoever incurred on account Lender’s action under this section, together with interest as hereinafter provided. Except as specifically set forth in this Agreement, Indemnitor shall release and forever discharge and covenants not to sue Lender from and against any and all liability associated with such action, response or remedy under this Agreement.
3. Indemnitor shall grant Lender and its designees access to the Property at any time or times, upon reasonable notice (which may be written or oral), and a license which is coupled with an interest and irrevocable, to make or cause such action as Lender determines is necessary to remedy any actual or threatened non-compliance with any Environmental Law. Lender may disclose to interested parties any information Lender has about the environmental condition or status of the Property, but shall be under no duty to disclose any such information except as may be required by law. Lender shall be under no duty to make any environmental assessment, audit or inspection of the Property, and in no event shall any action or lack of action by Lender be or give rise to a representation that the Property is in compliance with any applicable law, nor shall Indemnitor be entitled to rely on any environmental assessment, audit or inspection completed by Lender. Lender owes no duty of care to protect Borrow or any person against, or to inform them of, the presence of any Hazardous Material, environmental condition, or compliance status at the Property. Nothing in this Agreement shall limit or impair any rights or remedies of Lender or any other party against Indemnitor under any Environmental Law or otherwise at law or in equity, including without limiting any rights of contribution or indemnification.

6. Separate Obligations.

1. The obligations of Indemnitor under this Agreement are unconditional and shall not be limited by any limitation upon liability which may be provided for in or otherwise affect any other Loan Documents.
2. The certifications, representations, warranties, covenants and agreements of Borrower and Guarantor set forth in this Agreement (including, without limitation, the indemnity provided for in Section 4 above): (i) are separate and distinct obligations from Borrower's and Guarantor's obligations under the Loan and the Loan Documents; and (ii) notwithstanding anything to the contrary contained in any Loan Document, are not secured by the Security Instrument or other security documents securing the Loan; and (iii) shall not be discharged or satisfied by repayment of the Loan or by foreclosure of the Security Instrument or other security documents, and shall continue in effect after any transfer of the Property, including, without limitation, transfers pursuant to foreclosure proceedings (or in lieu of foreclosure) and subsequent transfers. Borrower and Guarantor hereby agree that the fact that this Agreement is included in the definition of "Loan Documents" set forth in the Security Instrument, and that, accordingly, certain failures of performance and certain misstatements hereunder shall constitute defaults under the Security Instrument and other Loan Documents, which are subject (to the extent provided therein) to the provisions for the cure of defaults contained in the Security Instrument, shall not be construed to imply that any statement or agreement set forth in this Section 6 is inaccurate or untrue in any respect whatsoever.
3. The Security Instrument secures advances made and costs or expenses incurred to protect or preserve the Property, to keep the Property in good condition and repair or to comply with all legal requirements relating to the Property. The fact that this Agreement pertains to Hazardous Materials and that the obligations of Borrower and Guarantor hereunder are not secured by the Security Instrument shall not be deemed to preclude the Lender from making disbursements under and in accordance with the Security Instrument which relate to Hazardous Materials. Borrower and Guarantor hereby specifically agree that the Lender may elect that any disbursement made or cost or expense incurred by the Lender, which under any provision of the Security Instrument could be secured thereby, be secured by the Security Instrument notwithstanding the fact that such disbursement, cost or expense relates to the subject matter of this Agreement; and, if no such election is expressed by the Lender, any disbursement made or cost or expense incurred by the Lender (which under any provision of the Security Instrument could be secured thereby) prior to foreclosure of (or sale under power of sale contained in) the Security Instrument and prior to payment and performance in full of all indebtedness and obligations secured by the Security Instrument shall be conclusively deemed to be an obligation arising under the Security Instrument, rather than under this Agreement, notwithstanding the fact that such disbursement, cost or expense may relate to the subject matter of this Agreement, and shall be secured by the Security Instrument, unless, prior to such foreclosure (or sale under power) and prior to cancellation of the Security Instrument following such payment and performance, the Lender states in writing that such disbursement, cost or expense was not intended by the Lender to be secured by the Security Instrument.

7. Personal Liability; Survival.

1. Indemnitor acknowledges that Lender has agreed to make the Loan in reliance upon Indemnitor's representations, warranties and covenants and indemnities set forth in this Agreement. For this reason, it is the intention of Indemnitor and Lender that the provisions of this Agreement shall supersede any provisions in the Note, the Security Instrument, the Loan Agreement or any other loan documents which in any way limit the personal liability of Indemnitor and that Indemnitor shall be personally liable for any obligations arising under this Agreement even if the amount of liability incurred exceeds the amount of the Loan.
2. All of the representations, warranties, covenants and indemnities set forth in this Agreement shall survive the repayment of the Note and/or the release of the Property from the Security Instrument indefinitely and shall survive indefinitely the transfer of any or all right, title and interest in and to the Property by Indemnitor to any party, whether or not affiliated with Indemnitor.

8. Attorney's Fees. If Lender retains the services of any attorney in connection with this Agreement, Indemnitor shall pay the attorney's fees and other legal costs and expenses actually incurred thereby. Lender may employ an attorney or attorneys of Lender's choice in connection with this Agreement. Notwithstanding anything contained herein to the contrary, if under any circumstances Indemnitor is required hereunder to pay any or all of Lender's attorneys' fees and expenses, Indemnitor shall be responsible only for actual legal fees and out of pocket expenses incurred by Lender at standard hourly rates for the work done.

9. Interest. In the event that Lender incurs any obligations, costs or expenses under this Agreement, Indemnitor shall reimburse Lender for all such obligations, costs and expenses immediately on demand, and if such payment is not received within ten (10) days of such demand, interest on such amount shall, after the expiration of the ten (10) day period, accrue at the default rate of interest provided in the Loan Agreement until such amount, plus such interest, is paid in full.

10. Joint and Several Liability. Indemnitor's obligations hereunder are joint and several with any other person now or hereafter obligated directly to Lender. A separate action or actions may be brought against any other person or whether or not any other person is joined in such action or actions.

11. Consent to Jurisdiction. Indemnitor consents to the exercise of personal jurisdiction over Indemnitor by any federal or state court in the State of North Carolina and consents to the laying of venue in any jurisdiction or locality in the State [**in which the Property is located/of North Carolina].** The parties hereto consent to the exercise of personal jurisdiction over such parties by any federal or state court in the State [**in which the Property is located/of North Carolina]** and consent to the laying of venue in any jurisdiction or location in the State [**in which the Property is located/of North Carolina].**

12. Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given hereunder shall be in writing, signed by or on behalf of the party giving the same, and shall be delivered personally, by recognized overnight courier service, or, if mailed, sent by certified United States Mail, postage prepaid, to the other party at the address of such other party as set forth below or at such other address within the continental United States as such other party may designate by notice given in accordance herewith (provided, however, that no notice of change of address shall be effective until the date of receipt thereof). The effective date of such notice shall be the sooner to occur of the date of actual receipt, regardless of the method of delivery, or the date which is three (3) Business Days after the date on which the notice is postmarked by and deposited with the United States Postal Service. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given as prescribed herein shall not affect the effective date of such notice, demand, request or communication sent as aforesaid. Delivery to a party or to any officer, partner, agent, or employee of such party at the designated address shall constitute effective delivery for purposes hereof. Any such notice, election, demand, request, or response shall be addressed as follows:

If to Indemnitor:

Tel: [\_\_\_\_\_\_\_\_]

Fax: [\_\_\_\_\_\_\_\_]

 Email: [\_\_\_\_\_\_\_\_\_\_]

If to Lender: Truist Bank

CRE Loan Admin Atlanta Office

245 Peachtree Center Avenue N.E., 17th Floor

Mail Code GA-ATL-3707

Atlanta, GA 30303

Tel: [ ]

Fax: [ ]

 Email: [\_\_\_\_\_\_\_\_\_\_\_]

with a copy (which shall not constitute notice) to:

Tel: [\_\_\_\_\_\_\_\_]

Fax: [\_\_\_\_\_\_\_\_]

 Email: [\_\_\_\_\_\_\_\_\_\_]

13. Waivers. To the extent permissible by law, Indemnitor waives (a) trial by jury in any action brought under or by virtue of this Agreement and (b) any right to require Lender at any time to pursue any remedy in Lender's power whatsoever. The aforesaid waiver of trial by jury in clause (a) of this paragraph is knowingly, intentionally and voluntarily made by Indemnitor and Indemnitor acknowledges that it has been represented by independent legal counsel in the signing of this Agreement and in the making of said waiver. The failure of Lender to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any such terms, nor shall it prevent Lender from insisting upon strict compliance with this Agreement or any other Loan Documents (as defined in the Security Instrument) at any time thereafter.

14. Severability. If any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

15. Inconsistencies Among the Loan Documents. Nothing contained herein is intended to limit in any way the obligations of Indemnitor under the Loan Agreement, the Note, the Security Instrument or any of the other Loan Documents; provided, however, to the extent any term or provision of any of the other Loan Documents conflict with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern and control.

16. Successors and Assigns. This Agreement shall be binding upon Indemnitor's successors and assigns and shall inure to the benefit of Lender, its legal representatives, successors and assigns.

17. Controlling Laws. This Agreement shall be governed by, and construed in accordance with, the laws of the federal government of the United States and of the State [**in which the Property is located/of North Carolina [or other state in footprint after analysis of waiver of jury trial] without reference to conflict of laws principles/of** **New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York)]**, and shall be deemed delivered to Lender upon delivery to Lender at its offices in Atlanta, Georgia.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this Environmental Indemnification Agreement under seal as of the date first above written.

|  |  |
| --- | --- |
|  | BORROWER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: (SEAL)Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

*[Signatures Continue on Following Page]*

*[Signatures Continued from Previous Page]*

GUARANTOR:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A

Legal Description