



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

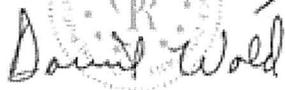
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
Old Republic National Title Insurance Company
2 Hudson Place, 5th Floor
Hoboken, NJ 07030

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 321-1111


Authorized Signatory

By  President
Attest  Secretary

SCHEDULE A

Effective Date of Commitment:
March 13, 2016

File No: SOM-13793-16

Prepared for: Avrom R. Vann, Esq.
Avrom R. Vann, P.C.
1211 Avenue of the Americas, 40th Floor
New York, NY 10036

Inquiries should be directed to: Susan Icklan
(201) 610-9455
sicklan@oldrepublictitle.com

1. Policy or Policies to be issued:

(a) (**X**) ALTA Owners Policy - 6-17-06

Proposed Insured: Orlando Heights Realty, LLC, a New Jersey limited liability company

Amount: \$736,000.00

(b) (**X**) ALTA Loan Policy – 6-17-06

Proposed Insured: TBA

Amount: \$TBA

2. The estate or interest in the land described or referred to in the Commitment and covered herein is Fee Simple and vested in **Zeus Industrial Products, Inc., a New Jersey corporation**, by the following deeds:

- a. by Deed of Consolidation, from Zeus Industrial Products, Inc., a New Jersey corporation, dated April 28, 1992, and recorded May 28, 1992, in the Somerset County Clerk's Office in Deed Book 1858 Page 123; and
- b. by deed from Middlesex Plastics, Inc., a corporation of the state of New Jersey, dated April 28, 1992, and recorded May 28, 1992, in the Somerset County Clerk's Office in Deed Book 1858 Page 120; and
- c. by deed from Middlesex Chemicals, Inc., a corporation of the State of New Jersey, dated October 20, 1976, and recorded October 20, 1976 in the Somerset County Clerk's Office in Deed Book 1340 Page 24.

3. The land referred to in this Commitment is situated in the

Borough of Raritan
County of Somerset
State of New Jersey

Note for Information: Lot: 13 Block: 116

4. ALL that tract or parcel of land and premises, situate, lying and being in the Borough of Raritan, County of Somerset and State of New Jersey, more particularly described as follows:

See attached Schedule A-4 Legal Description.

Continued . . .

Old Republic National Title Insurance Company

SCHEDULE B

SECTION I

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
Deed from Zeus Industrial Products, Inc., a New Jersey corporation, to Orlando Heights Realty, LLC, a New Jersey limited liability company.
2. A standard form Seller's Affidavit of Title to be executed at the closing of title and provided to this Company.
3. A standard form Mortgagor's Affidavit of Title to be executed at the closing of title and provided to this Company, if applicable.
4. Payment of the full consideration to, or for the account of the grantors or mortgagors.
5. Payment of the premium, costs and fees to the Company.
6. New Jersey Superior Court and U.S. District Court judgments, for the District of New Jersey, if any. **JUDGMENT SEARCHES** are attached and show the following:

vs. Zeus Industrial Products, Inc.:	No Returns
vs. Purchaser:	Not ordered yet.
7. Payment of all taxes, water rents, sewer rents and assessments, if any.
TAX, ASSESSMENT, WATER & SEWER SEARCH
Tax and Assessment Map
 - a. **Tax Search** dated March 15, 2016 shows: Block: 116 Lot: 13

First quarter 2016	-	\$9,238.53 PAID
Second quarter 2016	-	\$9,238.52 OPEN
Third quarter 2016	-	TO BE DETERMINED
Fourth quarter 2016	-	TO BE DETERMINED
First quarter 2017	-	TO BE DETERMINED
Second quarter 2017	-	TO BE DETERMINED

2015: \$26,954.09 PAID IN FULL
 - b. **Water:** PRIVATE.
 NJ American Water Co (800) 272-1325
 - c. **Sewer:** Included with Taxes. Subject to excess charges.
 - d. **Assessment Search** dated March 15, 2016 shows none.

Continued . . .

SCHEDULE B

SECTION I

The following are the requirements to be complied with:

8. Discharge, cancellation, or other disposition of **Mortgage:**

Mortgagor: Zeus Industrial Products, Inc.
Mortgagee: National Westminster Bank NJ
Dated: February 27, 1991
Recorded: March 4, 1991
Book/Page: Mortgage Book 1995 Page 187
Principal Amount: \$2,965,000.00

9. Termination or other disposition of **Assignment of Leases:**

Assignor: Zeus Industrial Products, Inc.
Assignee: National Westminster Bank NJ
Dated: February 27, 1991
Recorded: March 4, 1991
Book/Page: Mortgage Book 1995 Page 204

10. UCC Financing Statement Searches on Zeus Industrial Products, Inc.:

- a. Somerset County: No Returns
- b. State of NJ: Returns - see attached Search # 50122094 through 3/11/2016. Please advise if copies of filings are required.

11. Evidence that **Zeus Industrial Products, Inc.**, is a valid and subsisting corporation in the State of New Jersey and is authorized to hold and dispose of real estate, including evidence that said corporation is qualified to do business in this State, and that no lien exists for nonpayment of franchise taxes.

Note: NJ Standing Certificate on **Zeus Industrial Products, Inc.**, dated March 17, 2016, is attached and shows said Company to be "an active business in Good Standing in the State of New Jersey and its Annual Reports are current."

12. A copy of the corporate resolution of **Zeus Industrial Products, Inc.**, authorizing the sale/mortgage/lease of the premises must be produced at or prior to closing of title and provided to this Company. The corporate resolution must be certified to be a true copy adopted by the Board of Directors in accordance with the Certificate of Incorporation, etc., and that same has not been modified or rescinded.

13. Franchise Tax Report on **Zeus Industrial Products, Inc.**, has been ordered, but not yet received.

Continued . . .

SCHEDULE B

SECTION I

The following are the requirements to be complied with:

14. Company reserves the right to add additional requirements and exceptions to this Commitment as may be warranted by further disclosure of the details of this transaction.
15. If a mortgage is contemplated in this transaction, please contact the company immediately. Additional requirements and exceptions to this Commitment will be added as warranted.

End - Schedule B Section I.

NOTE: A Notice of Settlement must be filed within 20 days prior to closing. The name and address of the seller, purchaser and mortgagee must be provided to the Company to file same.

SCHEDULE B

SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matter unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date proposed insured acquired for value of record the estate or interest or mortgage thereof covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes, charges and assessments.
7. Unpaid taxes, water and sewer rents, if any, for the year 2016 which are a lien but are not yet due and payable. Taxes paid through 1st quarter 2016.
8. Possible additional taxes and assessments for the year 2016 assessed or levied under N.J.S.A. 54:4-63.1 et seq.
9. Rights of tenants, if any, as tenants only.
10. Easement for railroad siding as set forth in Lease and Agreement Book 3 Page 207.
11. Easement as set forth in Deed Book J4 Page 26.
12. Easement for sewer line as set forth in Deed Book Z23 Page 173, and as shown on the Tax and Assessment Map of the Borough of Raritan.
13. Easement for access, ingress, egress and railroad spur as set forth in Deed Book 893 Page 115.
14. Right-of-way grant for utility poles, anchor and guys to Public Service Electric and Gas Company as set forth in Deed Book 985 Page 148.
15. 10 foot wide easement for gas line to Public Service Electric and Gas Company as set forth in Deed Book 988 Page 421.
16. Right-of-way grant to Public Service Electric and Gas Company and New Jersey Bell Telephone Company as set forth in Deed Book 1012 Page 359.

Continued . . .

SCHEDULE B

SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matter unless the same are disposed of to the satisfaction of the Company.

17. Right-of-way grant to Public Service Electric and Gas Company and New Jersey Bell Telephone Company as set forth in Deed Book 1084 Page 309.
18. 10 foot wide easement for gas line to Public Service Electric and Gas Company as set forth in Deed Book 1140 Page 504.
19. Easements, covenants and restrictions, including maintenance obligations in Deed from Middlesex Chemicals, Inc., to Zeus Industrial Products, Inc., as set forth in Deed Book 1340 Page 24; as partially amended by Easement Agreement between Raritan Town Center, L.L.C. and Zeus Industrial Products, Inc. as set forth in Deed Book 5605 Page 549.
20. Easements and notes as shown on Filed Map No. 2388 and Filed Map Map No. 2872.

End - Schedule B Section II.

**Note: Copies for Schedule B - Section II items:
Schedule B - Section II Exceptions**

Note: Flood Hazard Determination - See Attached.

Note: Tidelands Search Certificate shows premises in question as Unclaimed - See Attached.

Note: Please advise as to Survey.

Note: Please advise as to requested endorsements.

SCHEDULE A-4 LEGAL DESCRIPTION

ALL that tract or parcel of land and premises, situate, lying and being in the Borough of Raritan, County of Somerset and State of New Jersey, more particularly described as follows:

BEGINNING at a point on the northerly sideline of Mill Street Extension, said point distant the following courses from the intersection of the southerly sideline of existing Mill Street and the easterly sideline of Thompson Street:

- A. North 23° - 06' - 46" East, a distance of 35.47 feet to a point on the said sideline of Thompson Street; thence
- B. North 81° - 06' - 33" East, a distance of 8.20 feet to the Point and Place of Beginning; thence
1. Upon a curve to the right that connects the northerly sideline of Mill Street Extension (now known as Orlando Drive) with the easterly sideline of Thompson Street (20 feet wide) upon a radius of 16.77 feet, arc distance of 17.05 feet (delta 58° 15' - 57", chord distance of 16.33 feet, chord bearing North 06° - 01' - 12" West) to a point being the most southwesterly corner of Lot 14, Block 116 (n/f Tozzi Fuel Oil Co.); thence
2. Along the southerly line of Lot 14, South 82' - 10' - 33" East, 153.09 feet to a corner; thence
3. Continuing along Lot 14 and Lot 4, North 11° - 21' - 09" East, 460.52 feet to a corner; thence
4. North 75° - 24' - 21" East, 105.98 feet along Lot 3 to a corner; thence
5. North 14' - 05' - 33" West, 16.00 feet to a corner on the southerly sideline of Elizabeth Street; thence
6. North 75° - 24' - 21" East, 17.47 feet along Elizabeth Street to a corner of lands owned by Middlesex Plastics, Inc.; thence
7. South 14° - 33' - 31" East, 23.45 feet to a point of curvature along Lot 12; thence
8. Along Lot 12 and the line of a former railroad spur upon a curve to the right having a radius of 619.27 feet, an arc distance of 303.67 feet to a point of tangency; thence
9. South 17° - 22' - 19" West, a distance of 298.73 feet along Lot 12 to a point on the new northerly sideline of Mill Street, known as Orlando Drive; thence
10. Westerly on a curve to the right having a radius of 493.00 feet and an arc length of 76.76 feet to a point of tangency; thence
11. North 66° - 42' - 00" West, a distance of 213.30 feet to a point of curvature; thence
12. Northerly on a curve to the right having a radius of 16.77 feet and an arc length of 9.23 feet to the Point and Place of Beginning.

Note for Information: Being known and designated as Tax Lot 13 in Block 116 on the Tax Map of the Borough of Raritan, County of Somerset, State of New Jersey.

Note for Information: Being commonly known as 48 Orlando Drive, Raritan, New Jersey.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. This policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000.00 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
You may review a copy of the arbitration rules at: <http://www.alta.org/>.

COMMITMENT

IMPORTANT NOTICE AND DISCLOSURE

1. By law Old Republic National Title Insurance Company is required to advise you that the Title Insurance Commitment issued by us may contain conditions, exceptions, exclusions, limitations and requirements governing our liability and the coverage you may receive. **REAL ESTATE TITLE TRANSACTIONS ARE COMPLEX. THE COMPANY DOES NOT REPRESENT YOU AND CANNOT GIVE YOU LEGAL ADVICE. YOU ARE ENTITLED TO REVIEW THE TITLE INSURANCE COMMITMENT WITH AN ATTORNEY AT LAW OF YOUR OWN CHOOSING, AT YOUR EXPENSE, PRIOR TO THE TRANSFER OF TITLE. WE STRONGLY ADVISE THAT YOU DO SO.**
2. **THE ATTORNEY RETAINED BY YOU, OR BY YOUR LENDER, CLOSING OR SETTLING THIS TITLE IS NOT AN AGENT FOR AND DOES NOT ACT ON BEHALF OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS, COST, OR EXPENSE INCURRED BY YOU BECAUSE YOUR ATTORNEY OR YOUR LENDER'S ATTORNEY HAS MADE A MISTAKE OR MISAPPLIED YOUR FUNDS.** Because the attorney is not our agent, we assume no responsibility for any information, advice, or title insurance promises the attorney may give or make. Our only liability to you is under the terms of the Commitment, Policy and Closing Service Letter if you choose to obtain one.
3. If you desire to obtain protection from this company regarding the application of your funds or compliance with requirements relating to the issuance of the proposed policy, the company will, on request and the payment of the fees filed with, and approved by, the Department of Insurance, provide for a settlement service.
4. By law we are also required to advise you that we have been asked to issue a mortgagee policy to the lender in the amount shown in Schedule A of the enclosed Title Insurance Commitment. If you have not already requested it, you have the right and the opportunity to obtain title insurance in your own favor for an additional premium which we will quote on request.



Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company. We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

We appreciate this opportunity to be of service to you.