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SECOND RESTATED DECLARATION OF COVENANTS AND EASEMENTS
FOR HERSHEY'S MILL
(INCLUDES REMOVAL OF CERTAIN PROPERTY
FROM THE UNIT PROPERTY ACT)

Dated: January 22, 2009

East and West Goshen Townships,
Chester County, Pennsylvania

Declarant: West Chestnut Realty Corp.

TABLE OF CONTENTS

	<u>Page</u>
DEFINITIONS.....	4
 ARTICLE I DESCRIPTION OF PERSONS AND PROPERTY SUBJECT TO DECLARATION; CANCELLATION OF EXISTING DOCUMENTATION, AND REMOVAL OF CERTAIN PROPERTY FROM THE UNIT PROPERTY ACT; DEVELOPMENT	
Section 1.1 Description of Property Subject to Declaration; Cancellation of Existing Documentation and Removal of Certain Property from the Unit Property Act...	7
Section 1.2 Development	8
Section 1.3 Persons Bound.....	12
 ARTICLE II THE DECLARED COMMON OPEN SPACE; EASEMENTS; POWERS AND DUTIES OF MASTER HOMEOWNERS ASSOCIATION	
Section 2.1 Physical Description of Declared Common Open Space.....	13
Section 2.2 Easements.....	13
Section 2.3 Powers and Duties of Master Homeowners Association.....	14
Section 2.4 Powers and Duties with respect to Private Utility Facilities; Transfer to Others.....	16
Section 2.5 Books and Records; Reports.....	17
 ARTICLE III <u>COMMON EXPENSES; FINES; ASSESSMENTS; BUDGET</u>	
Section 3.1 "Common Expenses" Defined.....	17
Section 3.2 Budget and Assessments.....	18
Section 3.3 Concerning Assessments Generally.....	19
Section 3.4 Power to Acquire, Hold and Sell.....	21
Section 3.5 Former Members Have No Interest in Master Homeowners Association Property.....	22
Section 3.6 Fines.....	22
 ARTICLE IV <u>INSURANCE</u>	
Section 4.1 Insurance Maintained by Master Homeowners Association.....	22
Section 4.2 Related Provisions.....	23
Section 4.3 Participation Limitations.....	24

ARTICLE V
 INCORPORATION OF MASTER HOMEOWNERS
 ASSOCIATION; TRANSFER OF DECLARED COMMON OPEN SPACE

Section 5.1 Incorporation of Master Homeowners Association and Transfer of Declared Common Open Space Thereto.....	24
Section 5.2 Members of Master Homeowners Association.....	25
Section 5.3 Effect of Transfer of Declared Common Open Space; Substitution of Master Homeowners Association for Declarant.....	25
Section 5.4 Transfer of Control of the Master Homeowners Association.....	26
Section 5.5 Professional Management Required.....	26

ARTICLE VI
 AMENDMENT AND TERMINATION

Section 6.1 General Amendments.....	27
Section 6.2 Curative Amendments.....	27
Section 6.3 Documentation.....	27
Section 6.4 Power of Attorney.....	27
Section 6.5 Termination.....	27

ARTICLE VII
 GENERAL PROVISIONS

Section 7.1 Condemnation.....	28
Section 7.2 Invalidity: Noncompliance and Waiver.....	28
Section 7.3 Declarant's Rights and Liabilities.....	28
Section 7.4 Definitional Cross References.....	28

EXHIBITS

- Exhibit A - Metes and Bounds Description of Declared Hershey's Mill Land
- Exhibit B - Metes and Bounds Description of Hershey's Mill Land
- Exhibit C - Country Club Lease Agreement
- Exhibit C-1 Golf Course Sublease Agreement
- Exhibit D - Green Hill Sewer Association Easement Agreement
- Exhibit E - Hershey's Mill Community-TV Lease Agreement

SECOND RESTATED DECLARATION OF COVENANTS
AND
EASEMENTS FOR HERSHEY'S MILL

THIS SECOND RESTATED DECLARATION dated this 22nd day of January, 2009 by WEST CHESTNUT REALTY CORP., a Pennsylvania corporation ("Declarant") and ROBERT E. WOOLDRIDGE, as attorney-in-fact for the Home Owners pursuant to Section 6.4 of the Restated Declaration of Covenants and Easements dated March 1, 1984 as amended by the Fourth Amendment thereto, amends in its entirety and restates in full that certain Restated Declaration of Covenants and Easements for Hershey's Mill made by Declarant dated March 1, 1984 and recorded in the Chester County Recorder of Deeds Office in Miscellaneous Book 633 beginning at page 412, as amended and supplemented by the **four** prior Amendments and twenty-seven prior Supplements recorded against the Hershey's Mill Land as hereinafter defined in Exhibit B. This Second Restated Declaration (hereinafter referred to as the "Declaration") provides as follows:

DEFINITIONS

For the purposes of this Declaration, the following terms shall have the meanings set forth:

Acceptable Management Company - a private enterprise, experienced and competent in the management of residential communities similar to the Declared Common Open Space governed by this Declaration, which is a member of the Community Associations Institute presently located at 225 Reinekers Land Suite 300 Alexandria, VA 22314 (the "Institute") (or if the Institute or a successor is no longer in existence, then any similar organization which undertakes to establish professional standards for entities providing professional management to residential communities), and which is not owned or controlled by or affiliated in any way with the Master Homeowners Association.

Board of Directors – a board of five (5) natural individuals.

Commercial Areas – the Shopping Center, Wellington, Remaining Support Facilities and Resale Office as more fully defined in Section 1.2 (d).

Common Open Space – those portions of Hershey's Mill not occupied by Villages, Private Utility Facilities or Commercial Areas.

Common Open Space Property – all machinery, equipment, furniture, furnishings, bank accounts, contracts, receivables, rights, books, records and tangible property of any kind or nature located upon or related to the use and enjoyment of the Declared Common Open Space.

Common Expenses - all costs, liabilities, obligations or expenses incurred by the Master Homeowners Association in carrying out its duties and responsibilities under this Declaration with respect to the Declared Hershey's Mill Land as more fully defined in Section 3.1.

Country Club – the 18 hole golf course and clubhouse with restaurant located on the Declared Hershey's Mill Land.

Declarant – West Chestnut Realty Corp.

Declared Common Open Space – the Common Open Space which has been subjected to this Declaration.

Declared Hershey's Mill Land – a tract of real property, with all buildings and improvements now or hereafter constructed or installed thereon, located mostly in East Goshen Township, but partially in West Goshen Township, Chester County, Pennsylvania bounded and described as set forth in the metes and bounds description attached hereto as Exhibit A consisting of the Villages and Common Open Space which are subject to this Declaration.

Final Hershey's Mill Plan – final development plan of the Hershey's Mill Land made by G. S. Winters & Associates dated August 8, 2006 as last revised January 16, 2007 and recorded in the Office of the Chester County Recorder of Deeds as Plan # _____.

Green Hill Sewer Association – A Pennsylvania nonprofit corporation created to provide on a nonprofit and cooperative basis solely to its members and not to the public generally, services and facilities for the treatment and disposal of sanitary sewage.

Hershey's Mill – a planned community containing twenty-five (25) autonomous villages.

Hershey's Mill Community TV - a Pennsylvania nonprofit corporation, which operates a closed circuit TV channel just for the Hershey's Mill community.

Hershey's Mill Golf Club, Inc. – A Pennsylvania corporation (an affiliate of the Declarant) which holds a 99 year net lease for the golf club.

Hershey's Mill Land – a parcel of land located mostly in East Goshen Township but partially in West Goshen Township, Chester County, Pennsylvania described by metes and bounds in Exhibit B attached hereto the bulk of which was conveyed to Declarant by the Federal Deposit Insurance Corporation by deed dated August 18, 1977, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania in Deed Book 051 beginning at page 280.

Home Owners – persons owning in fee simple title separate parcels of residential real property situated in the various Villages at Hershey's Mill.

Houses – separate parcels of real property situated in the various Villages at Hershey's Mill improved with a single family attached or detached dwelling.

Institute - the Community Associations Institute presently located at 225 Reinekers Land Suite 300 Alexandria, VA 22314.

Management Agreement - a written management agreement between the Managing Agent and the Master Homeowners Association.

Managing Agent - an Acceptable Management Company as defined above with which the Master Homeowners Association enters into a Management Agreement.

Master Homeowners Association - the HERSHEY'S MILL HOMEOWNERS ASSOCIATION, a nonprofit Pennsylvania corporation.

Parkland - The remainder of the Common Open Space not occupied by Villages, the Country Club, Hershey's Mill Community-TV Studio, Recreational Facilities, Roads or Storm Water Management Facilities which has been improved with hiking trails, ponds, and other similar amenities for outdoor recreation but is otherwise preserved substantially in its original unimproved state.

Preliminary Hershey's Mill Plan - a preliminary plan by Roger K. Lewis AIA and Associates, Architects/Planners, dated May 19, 1978, and recorded in the aforesaid Recorder of Deeds Office as Plan No. 1832, as supplemented by a plan of the Hershey's Mill Land entitled "Final Wastewater Treatment System Plan" made by A.W. Martin Associates, Inc., dated July 28, 1978, last revised August 21, 1978, and recorded in the aforesaid Recorder's Office as Plan No. 2048.

Private Utility Facilities - Facilities for the supply and distribution to the Hershey's Mill Land of certain services including, but not limited to, security alarm, and the disposal of sanitary sewage generated therein, as more fully defined in Section 1.2 (b) (whether or not subject to this Declaration).

Public Utility Facilities – facilities for the supply and distribution to the Hershey's Mill Land of electricity, natural gas, water, cable television and telephone services.

Recreational Facilities - facilities on the Common Open Space, except the Country Club, which include Winfield Hall, Sullivan House six tennis courts, two platform tennis courts, a swimming pool, a Wood Shop, community gardening facilities and other similar amenities which recreational facilities will be subject to a free easement of use and enjoyment in favor of the Home Owners as set forth in Section 2.2(e) hereof. For the purposes of this Declaration the term "Recreational Facilities" shall exclude such facilities located within the Villages.

Remaining Support Facilities – a parcel of real property with buildings and improvements located in the southern portion of the Hershey's Mill Land which supports the Country Club maintenance operation, landscape maintenance and storage of building materials.

Resale Office – a building and associated parking situated just inside the Main Gate of Hershey's Mill utilized for the resale of homes in Hershey's Mill.

Roads - a network of vehicular roadways providing access between the Villages and the Common Open Space and ingress and egress to and from public streets. For the purposes of this Declaration the term "Roads" shall include Hershey's Drive, Chandler Drive and Mill Road, and shall also include related improvements including storm drainage facilities, lights, shoulders, medial strips, curbs, traffic signs, bridges, culverts, entranceways and guard houses.

Sewage Treatment System – facilities for the collection, transport , treatment, spray irrigation application and effluent holding pond to gather, treat and dispose of the raw sewage generated from Houses and facilities on the Hershey’s Mill Land.

Storm Water Management Facilities - retention basins, detention basins, storm sewers, drainage swales and ditches, culverts and related facilities for the management of storm water run-off.

Village Declarations - a separate recorded Declaration (hereinafter called the "Village Declarations") which provides, among other things, for the creation of a nonprofit association (incorporated or unincorporated) hereinafter called the "Village Homeowners Associations" to manage the affairs of the Village.

Village Homeowners Associations - a nonprofit association (incorporated or unincorporated) to manage the affairs of the Village.

Village Lands – each parcel of real property described by metes and bounds in the Exhibit A originally attached to each Village Declaration which has been improved with Houses, roads, parking facilities and other residential improvements.

Villages - tracts of land subdivided into separate parcels of residential real property (hereinafter called the "Houses") owned in fee simple by persons (including Declarant) hereinafter called "Home Owners" and a common area owned as undivided tenancies in common by the Home Owners in the villages of Ashton, Brighton, Chatham and Devonshire, or, alternatively, owned by the Village Association with easements of enjoyment vested in each Home Owner and appurtenant to his or her title in the House as in all villages incorporated after 1980.

ARTICLE I
DESCRIPTION OF PERSONS AND PROPERTY SUBJECT TO DECLARATION;
CANCELLATION OF EXISTING DOCUMENTATION AND REMOVAL OF CERTAIN
PROPERTY FROM THE UNIT PROPERTY ACT; DEVELOPMENT

Section 1.1 - Description of Property Subject to Declaration; Cancellation of Existing Documentation and removal of Certain Property from the Unit Property Act.

The property which is subject to this Declaration upon the date hereof is a tract of real property, with all buildings and improvements now or hereafter constructed or installed thereon, located mostly in East Goshen Township, but partially in West Goshen Township Chester County, Pennsylvania bounded and described as set forth in the metes and bounds description attached hereto as Exhibit A, and hereinafter referred to as the "Declared Hershey's Mill Land". The Declared Hershey's Mill Land is part of a larger parcel of land located partly in East Goshen Township and partly in West Goshen Township, Chester County, Pennsylvania described by metes and bounds in Exhibit B attached hereto the bulk of which was conveyed to Declarant by the Federal Deposit Insurance Corporation by deed dated August 18, 1977, and recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania in Deed Book 051 beginning at page 280 and hereinafter referred to as the "Hershey's Mill Land".

This Declaration, and the Final Hershey's Mill Plan described in Section 1.2 below, and the Village Declarations described in Section 1.2 (a) below (as such instruments may be from time to time amended or supplemented) constitute the instruments governing the use and development of the Declared Hershey's Mill Land. Accordingly, Declarant hereby revokes and cancels those certain recorded instruments governing the Declared Hershey's Mill Land (and certain property owned by Declarant) being (a) that certain Declaration of Covenants and Easements of Hershey's Mill made by Farmer's Bank of the State of Delaware (hereinafter the "Farmers Bank") dated March 10, 1976, and recorded in the aforesaid Recorder of Deeds Office in Miscellaneous Deed Book 320 beginning at page 217, and (b) that certain Declaration of Condominium made by the Farmers Bank dated March 10, 1976, and recorded in the aforesaid Recorder of Deeds Office in Miscellaneous Deed Book 321 beginning at page 1; and (c) that certain Supplementary Declaration – The Village of Ashton made by the Farmers Bank dated March 10, 1976, and recorded in the aforesaid Recorder of Deeds Office in Miscellaneous Deed Book 321 beginning at page 39; and (d) that certain Code of Regulations of the Village of Ashton, a Condominium executed by Joseph A. Zadlo et al dated March 10, 1976, and recorded in the aforesaid Recorder of Deeds Office in Miscellaneous Deed Book 320 beginning at page 280, and (e) that certain Declaration Plan for The Village of Ashton prepared by Nolen O'Neill Associates dated February 23, 1976, and recorded in the aforesaid Recorder of Deeds Office as Plan Number 305 through 314A, inclusive; and (f) that certain plan entitled "Hershey's Mill Village Phase IA" made by Yerkes Associates, Inc. dated November 20, 1973, last revised March 26, 1974, and recorded in the aforesaid Recorder of Deeds Office in Plan Book 54, page 42; and (g) that certain plan entitled "Hershey's Mill Village I Phase II Final Approval" made by Billy Jay Hoffman and Associates dated June 16, 1974, and recorded in the aforesaid Recorder of Deeds Office in Plan Book 58, page 27 and Declarant hereby declares its intention, pursuant to Section 601 of the Unit Property Act of July 3, 1963, P.L. 196, Article VI, Section 601, to remove the property described in the aforesaid Declaration of Condominium, Code of Regulations and Declaration Plan from the provisions of the Unit Property Act.

Section 1.2 - Development.

Hershey's Mill was developed pursuant to a preliminary plan by Roger K. Lewis AIA and Associates, Architects/Planners, dated May 19, 1978, and recorded in the aforesaid Recorder of Deeds Office as Plan No. 1832, as supplemented by a plan of the Hershey's Mill Land entitled "Final Wastewater Treatment System Plan" made by A.W. Martin Associates, Inc., dated July 28, 1978, last revised August 21, 1978, and recorded in the aforesaid Recorder's Office as Plan No. 2048 (such plans together having been called the "Preliminary Hershey's Mill Plan").

Declarant has developed and improved the Hershey's Mill Land with the following categories of land use which have been located as shown on that certain Final development plan of the Hershey's Mill Land made by G. S. Winters & Associates, Inc. dated August 8, 2006 as last revised January 16, 2007 and recorded as Plan # _____ (hereinafter the "Final Hershey's Mill Plan"), which may not be further amended by Declarant:

(a) Villages: Tracts of land subdivided into separate parcels of residential real property (hereinafter called the "Houses") owned in fee simple by persons (including Declarant) hereinafter called "Home Owners" and a common area owned as undivided tenancies in common

by the Home Owners in the villages of Ashton, Brighton, Chatham and Devonshire, or, alternatively, owned by the Village Association with easements of enjoyment vested in each Home Owner and appurtenant to his or her title in the House as in all villages incorporated after 1980. Each Village is subject to a separate recorded Declaration (hereinafter called the "Village Declarations") which provides, among other things, for the creation of a nonprofit association (incorporated or unincorporated) hereinafter called the "Village Homeowners Associations" to manage the affairs of the Village.

(b) Private Utility Facilities: For the purposes of this Declaration the term "Private Utility Facilities" shall include all buildings, improvements, machinery, equipment and facilities or appurtenances of any kind or nature related to the supply or distribution of any service by or through the Private Utility Facilities including, but not limited to, poles, wires, conduits and cables, pipelines (up to but excluding the lateral serving a building, but including the valve giving access to such lateral), fences, pumps and pumphouses, valves, maintenance shops, equipment storage facilities, offices, retention ponds, aeration lagoons, dams, sanitary sewage spray equipment, treatment facilities, stream discharge facilities, access roads, parking facilities, and also including the easement reserved to the owner of a Private Utility Facility in Section 2.2(b) hereof. A spray irrigation sanitary sewage treatment system (the "Sewage Treatment System") has been constructed and expanded with sufficient design capacity to service the planned community known as Hershey's Mill, as well as the Commercial Areas described in 1.2(d) hereof and the homes in the residential area described in 1.2(e). The Sewage Treatment System consists generally of the following components:

- (i) underground pipes and main trunk lines to collect sewage and transport it to the treatment facility;
- (ii) a treatment facility (the "treatment facility") consisting of pumps, pump house, blower building, aerated facultative lagoons and related machinery and equipment which will convert the raw sewage, by bacterial action stimulated by air bubbles, into a clear odorless, nutrient-rich effluent;
- (iii) a spray irrigation system consisting of underground pipes and above ground spray heads divided into two portions, with one being the seasonal spray irrigation fields located on the golf course and permanent spray irrigation fields located on other Common Open Space;
- (iv) a treated effluent holding pond for storing the effluent during periods when spraying is not desirable (the "holding pond").

The golf course, which has been net leased to Hershey's Mill Golf Club, Inc. is one of the designated spray irrigation fields referred to in (iii) above. Hershey's Mill Golf Club, Inc. has entered into a Golf Course Sublease Agreement with Green Hill Sewer Association which grants the Sewer Association the right to spray its treated sanitary sewage effluent on the course. A copy of said Sublease is annexed hereto as Exhibit C-1.

The Sewage Treatment System has been conveyed to Green Hill Sewer Association, a Pennsylvania nonprofit corporation, pursuant to a certain Agreement and Bill of Sale dated _____ and a certain Easement Agreement dated _____

_____, recorded in the aforesaid Recorder's Office in Miscellaneous Deed Book _____, page _____, a copy of which is attached hereto as Exhibit "D". Membership in Green Hill Sewer Association (hereinafter the "Sewer Association") shall be deemed an appurtenance to the title to each House or any other subdivided portion of the Hershey's Mill Land, including the Commercial Areas described in Section 1.2 (d) hereof and the homes in the residential area described in Section 1.2 (e) hereof, to which such membership is applicable (as provided in the Articles of Incorporation of the Sewer Association) and such membership may not be severed from such title or separately assigned or conveyed. Every grantee of a deed to a House or other subdivided portion of the Hershey's Mill Land to which membership is applicable shall upon acceptance of such deed (whether before or after the recording of this Declaration) be deemed to have accepted such membership and to have agreed to be bound by the terms and conditions of the Articles of Incorporation and Bylaws of the Sewer Association as such instruments may from time to time be amended in accordance with their terms and applicable law.

(c) Common Open Space: The balance of the Declared Hershey's Mill Land not occupied by Villages and Private Utility Facilities will be the Common Open Space. The Common Open Space which is subject to this Declaration pursuant to Section 1.1 hereof (sometimes hereinafter referred to as the "Declared Common Open Space") is owned by the Master Homeowners Association as provided in Article V hereof and is subject to certain easements as more fully set forth in and Article II hereof. The Common Open Space has been developed and improved with all or any part of the following subcategories of land use, all of which will be part of the Common Open Space for the purposes of this Declaration:

(i) Country Club: A country club facility comprising a golf course of 18 holes and a club house with restaurant. The Country Club is at present leased to Hershey's Mill Golf Club, Inc., a Pennsylvania corporation, an affiliate of the Declarant, pursuant to a certain Country Club Lease Agreement dated July 1, 1980, and recorded in the aforesaid Office of the Recorder of Deeds in Miscellaneous Deed Book 482, page 413 and a copy of which Country Club Lease Agreement is attached hereto as Exhibit "C". The interest of West Chestnut Realty Corp. as Landlord therein has been assigned to the Hershey's Mill Homeowners Association by an Assignment dated May 9, 1984. The lease term is for 99 years, with the tenancy (but not the reversion) being free and clear of this Declaration (except the easements described in Section 2.2 hereof, which shall continue to burden the leased land). Unless the Country Club Lease Agreement is otherwise extended by an appropriate instrument executed by the parties, upon expiration of said 99 year net lease, all right, title and interest in and to said Country Club will revert to the Hershey's Mill Homeowners Association;

(ii) Recreational Facilities: The recreational facilities on the Common Open Space, except the Country Club, which include Winfield Hall, Sullivan House, six tennis courts, two platform tennis courts, a swimming pool, a Wood Shop, community gardening facilities and other similar amenities which recreational facilities will be subject to a free easement of use and enjoyment in favor of the Home Owners as set forth in Section 2.2(e)

hereof. For the purposes of this Declaration the term "Recreational Facilities" shall exclude such facilities located within the Villages;

(iii) Roads: A network of vehicular roadways providing access between the Villages and the Common Open Space and ingress and egress to and from public streets. For the purposes of this Declaration the term "Roads" shall include Hershey's Drive, Chandler Drive and Mill Road, and shall also include related improvements including storm drainage facilities, lights, shoulders, medial strips, curbs, traffic signs, bridges, culverts, entranceways and guard houses;

(iv) Storm Water Management Facilities: Retention basins, detention basins, storm sewers, drainage swales and ditches, culverts and related facilities for the management of storm water run-off;

(v) Hershey's Mill Community-TV: A portion of the Common Open Space has been leased to Hershey's Mill Community-TV, a Pennsylvania nonprofit corporation, pursuant to a Lease Agreement dated March 9, 2000 for the use and occupancy of a Cable TV Studio, a copy of which is annexed hereto as Exhibit E; and

(vi) Parkland: The remainder of the Common Open Space not occupied by Villages, the Country Club, Hershey's Mill Community-TV Studio, Recreational Facilities, Roads or Storm Water Management Facilities which has been improved with hiking trails, ponds, and other similar amenities for outdoor recreation but is otherwise preserved substantially in its original unimproved state.

(d) Commercial Areas: The Declarant has set aside portions of the Hershey's Mill Land for Commercial purposes as follows:

- (i) Hershey's Mill Village Square Shopping Center which is owned on the date hereof by Hershey's Mill Commercial Holdings, LLC (an affiliate of the Declarant) who has or shall grant to the Hershey's Mill Homeowners Association a perpetual right of way over and across the main entrance road to the said Shopping Center for the use of the West Gate to Hershey's Mill.
- (ii) A Continuing Care Retirement Community which is owned on the date hereof by First Somerset, LLC and Second Somerset, LLC (Wellington).
- (iii) The area described as the Remaining Support Facilities located south of the Golf Club as set forth on the Final Hershey's Mill Plan which is owned on the date hereof by the Declarant. The use thereof has been and will continue to be restricted to that of support and maintenance of the Golf Course, a Landscape Maintenance Support Area, including but not limited to the storage of trucks, equipment, fuel, materials, fertilizers and other related materials, as well as for the storage of construction and building materials. The said area has no frontage on a public street and therefore there is reserved to Declarant, its successors and assigns, an easement of ingress and egress across the roads or

other parts of the Declared Hershey's Mill Land so as to provide access thereto by the most direct feasible route to a public street. The said Declarant and its successors and assigns shall be required, at their own cost and expense, to restore to their normal good condition any road or other facility which may have been damaged as a result of the use and exercise of said easement as reasonably determined by the Hershey's Mill Homeowners Association.

- (iv) The Resale Office located by the main entrance to Hershey's Mill is owned on the date hereof by the Declarant and is operated by the Hershey's Mill Realty Corp. (an affiliate of the Declarant). The use of this office is restricted to the resale of homes in Hershey's Mill. In the event that the Declarant decides to sell the said Resale Office, the Hershey's Mill Homeowners Association shall have the right of first refusal to purchase such office for its use as it may designate in its sole discretion. Any sale of the said Resale Office to a third party shall require the prior written consent of the Hershey's Mill Homeowners Association, which shall not be unreasonably withheld.

(e) A residential area consisting of approximately five (5) acres fronting on Green Hill Road situated between the subdivision of Brigadoon and Inverness Village which is owned on the date hereof by Declarant who intends to develop same as Sullivan's Grove, a four lot subdivision, each lot to contain one residential home which, while on the Hershey's Mill Land, will not be part of the planned community of Hershey's Mill, but will be connected to the Hershey's Mill Sewage Treatment system.

(f) **Public Utility Facilities.** The Declarant and its predecessors in fee title to the Hershey's Mill Land have granted easements to various Public Utilities in order to provide such utilities to the Home Owners of Hershey's Mill. At present, electricity service is provided by PECO Energy, natural gas is provided to some villages by PECO Energy, cable television service is provided by Comcast, water service is provided by Aqua America and telephone service is provided by Verizon and various resellers of Verizon's service. In recognition of current technological and commercial development, the Master Homeowners Association is hereby authorized and empowered to negotiate and enter into contracts and grant appropriate easements to any Utility which is capable of providing cable television service, if in the judgment of the said Association, such contracts and easements would be in the best interest of the home owners of Hershey's Mill. In addition, the Hershey's Mill Land is traversed by various petroleum product pipelines including Texas Eastern (2 pipes), Gulf Interstate, Transcontinental Pipeline (2 pipes) and Sun Oil which are subject to easements heretofore granted.

Section 1.3 - Persons Bound.

The administration of the Declared Hershey's Mill Land at the time of reference shall be governed by this Declaration (as the same may be from time to time supplemented or amended pursuant to Articles I and VI hereof) which shall constitute the governing instrument for the regulation and management of the Declared Hershey's Mill Land. The rights, covenants, articles, obligations, duties, benefits, easements and regulations created and declared in this Declaration shall benefit and bind the Declarant, the Master Homeowners Association, each Village Homeowners Association, each Home Owner, and all purchasers, lessees, users, mortgagees and

holders of any right, title and interest in all or any part of the Declared Hershey's Mill Land, and their respective heirs, personal representatives, successors and assigns, and shall at all times hereafter be appurtenant to, affect and run with the Declared Hershey's Mill Land including without limitation the Houses, Villages, and the Declared Common Open Space as well as to and with the Village Land generally. This Declaration shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania and when so recorded, every deed, lease, mortgage or other instrument conveying, leasing, mortgaging or in any way affecting title to or any interest in any one or more Houses or Declared Common Open Space or to or in the Declared Hershey's Mill Land generally, shall be under and subject to this Declaration and to the rights, covenants, articles, obligations, duties, benefits, easements and regulations herein created, declared and contained as fully as though the same were herein fully recited and set forth in their entirety. All present and future owners, mortgagees, lienholders, lessees and users of the Houses, and of the Declared Common Open Space, and their agents and employees, and any other person or entity who or which may use the facilities or the Declared Hershey's Mill Land, and their respective heirs, successors, personal representatives and assigns, are subject to and bound by and shall comply with the provisions of this Declaration, and the acceptance of any such lease, deed, mortgage or other such instrument, or the act of occupancy or use of such facilities of the Declared Hershey's Mill Land, shall constitute an agreement to be subject to and so bound, and an acceptance and ratification of this Declaration.

ARTICLE II

THE DECLARED COMMON OPEN SPACE; EASEMENTS; POWERS AND DUTIES OF MASTER HOMEOWNERS ASSOCIATION

Section 2.1 - Physical Description of Declared Common Open Space.

For the purposes of the remaining Articles of this Declaration, the term "Declared Common Open Space" shall mean all of the Declared Common Open Space (as defined in Section 1.2(c) above) which at the time of reference is subject to this Declaration together with all buildings and improvements now or hereafter thereon erected and all appurtenances (including the Country Club upon expiration of the Country Club Lease Agreement, Recreational Facilities, Roads, Storm Water Management Facilities and Parkland).

Section 2.2 - Easements.

The Declared Hershey's Mill Land is subject to the following easements:

(a) Roads. There is hereby reserved to each and every Home Owner or other owner of any portion of the Hershey's Mill Land and granted and created for the benefit of each Home Owner and their respective tenants, employees, agents, invitees and licensees, a perpetual vehicular and pedestrian right of way over and across all Roads now or hereafter located upon the Declared Hershey's Mill Land;

(b) Private Utility Facilities. There is hereby reserved to any owner of a Private Utility Facility a perpetual easement to install, relocate, operate, repair, replace and maintain the Private Utility Facilities upon, over, through or under the Declared Hershey's Mill Land;

(c) Public Utility Facilities. There is hereby reserved to the Master Homeowners Association the right to grant and convey to any public utility company such easements as the said utility company may reasonably require in order to provide service to any part of the Hershey's Mill Land whether or not subject to this Declaration;

(d) Common Use of Declared Common Open Space by the Home Owners. There is hereby granted and created for the benefit of each Home Owner (including Declarant) and his tenants, bona fide residents of his House and bona fide guests, a perpetual easement to use and enjoy the Declared Common Open Space (excluding the Country Club during the term of the existing Lease described in Section 1.2 (c)(i) hereof), in common with all other Home Owners, for the purposes for which they are intended, subject to the rights of way and easements created pursuant to Sections 2.2(a), (b) and (c) above; and subject also to the exercise of due care and consideration for the rights of other Home Owners and subject also to such reasonable rules and regulations as may be promulgated from time to time by the Master Homeowners Association pursuant to Section 2.3(e) hereof.

(e) Master Homeowners Association Rights. The Master Homeowners Association referred to in Article V hereof shall have such easements and right of ingress, egress, access and use over and in the Declared Hershey's Mill Land as are necessary or appropriate to enable it to carry out the duties and exercise the rights provided in the said Article V (including, but not limited to, the enforcement of the rules and regulations promulgated pursuant to Section 2.3 (e) hereof).

(f) Encroachments. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of any House or other improvement results in either the Declared Common Open Space encroaching on any House, or in a House encroaching on the Declared Common Open Space or another House, a valid easement shall exist for both the encroachment and its maintenance so long as such encroachment exists.

Section 2.3 - Powers and Duties of Master Homeowners Association.

Subject to the rights, limitations and restrictions contained in this Declaration, the Master Homeowners Association shall have so long as this Declaration shall be effective, the following powers and duties (which shall not apply to the Country Club during the term of the existing Lease described in Section 1.2 (c)(i) hereof):

(a) to enforce this Declaration;

(b) to pay real estate taxes, if any, and other governmental charges or assessments against the Declared Common Open Space in a timely fashion, unless the Master Homeowners Association shall determine in its sole discretion to contest such taxes, charges or assessments in which event it may delay payment provided that it (i) prosecutes such contest in good faith and (ii) makes such payment of past due taxes, penalties and interest as shall be necessary to prevent a judicial sale of all or any part of such property, it being understood that upon the date hereof the Uniform Planned Community Act provides that no separate assessed value shall be attributed to and no separate tax shall be imposed against common facilities or controlled facilities since

the value of a unit in a planned community shall include the value of that unit's appurtenant interest in the common or controlled facilities;

(c) to operate and maintain the Declared Common Open Space in a good, clean and safe condition including the Roads, Recreational Facilities, Storm Water Management Facilities (those portions of the Storm Water Management Facilities consisting of detention and retention basins, regardless of location, shall be maintained by the Master Homeowners Association, while those portions of the Storm Water Management Facilities consisting of drainage inlets, pipes, downspouts, laterals and risers which are located within a Village's boundary shall be maintained by that Village Homeowners Association except if those facilities carry storm water from sources other than that Village in which event such maintenance, including the repair and restoration of other facilities, including but not limited to village roadways, which may be impacted by the failure or inadequacy of such facilities, shall be the obligation of the Master Association) and Parkland, and any buildings or improvements (including related furnishings and equipment) located thereon or therein and to employ persons or independent contractors to perform such work on such terms as the Master Homeowners Association shall deem reasonable, and to grant permits, licenses and easements over the Declared Common Open Space for utility lines and other purposes which the Master Homeowners Association may deem necessary or desirable to promote the mutual use and enjoyment thereof by the Home Owners;

(d) to procure and pay for the insurance provided for in Article IV hereof;

(e) to promulgate and enforce rules and regulations which the Master Homeowners Association may deem necessary or desirable to promote the mutual use and enjoyment of the Declared Common Open Space by the Home Owners (including the power to assess fines for violations of such rules and regulations and including also the right to limit or restrict access to any Recreational Facility by a Home Owner or bona fide residents of his House or his bona fide guests if such Home Owner or such residents or guests fail to observe such rules or regulations if such Home Owner is delinquent in the payment of Common Expenses due hereunder or if a limitation as to the number of guests allowed is necessary, in the opinion of the Master Homeowners Association, to prevent undue congestion of the Recreational Facility);

(f) to determine, assess, collect and pay the Common Expenses and other charges described in Article III hereof, and to estimate the Common Expenses in advance and prepare appropriate budgets;

(g) to exercise such other powers or perform such other duties as are specifically provided for or necessarily implied in any other provision of this Declaration;

(h) subject to Section 5.4 below, to employ at the Master Homeowners Association's discretion, such independent contractors (including a managing agent), professionals and/or employees as it shall select on such terms as the Master Homeowners Association deem reasonable, to carry out the duties hereinabove set forth;

(i) to restore, to the extent of the sum of (x) any insurance proceeds received or receivable by the Master Homeowners Association in respect thereof; and (y) any deductible amount permitted pursuant to Section 4.1(a) hereof; and (z) any applicable amounts held in the reserve fund described in Section 3.1(n) hereof, damage by fire or other casualty or any other cause whatsoever to the Declared Common Open Space;

(j) to pay for the cost of owning, operating, maintaining, repairing, insuring and replacing buses or other transportation; and

(k) to make available for inspection, upon request, during normal business hours, to any Home Owner and to any First Mortgagee which so requests:

(i) current copies of this Declaration, by laws and rules adopted by the Master Homeowners Association;

(ii) books, records and financial statements of the Master Homeowners Association; and

(iii) in addition, Home Owners and First Mortgagees shall be entitled upon written request, to receive a copy of an audited financial statement of the Master Homeowners Association, free of charge.

Section 2.4 - Powers and Duties with Respect to Private Utility Facilities; Transfer to Others. Subject to the rights, limitations and restrictions contained in this Declaration, the owner of any Private Utility Facilities shall have (subject to the right of transfer set forth in Section 2.4(b) below), so long as this Declaration shall be effective, the following powers and duties;

(a) to operate, restore, repair and maintain the Private Utility Facilities and to supply security alarm and sanitary sewer (and such additional services as the owner of any Private Utility Facilities may determine, pursuant to Section 1.2(b) hereof, to include within the definition of Private Utility Facilities hereunder) subject to the availability of such service from municipal authorities, public utilities or other suppliers or sources on or at the boundaries of the Declared Hershey's Mill Land, to the Home Owners, and to buildings and facilities on the Declared Common Open Space (in the case of sanitary sewer service) the lateral serving such building and to charge a fee for such services to each Home Owner, or as a part of the Common Expenses in the case of services supplied to buildings and facilities on the Declared Common Open Space, (i) for sanitary sewer service: at a rate to be equitably determined by Green Hill Sewer Association based on the cost of supplying the service ;. Utility charges for service to Home Owners may be billed directly to each Home Owner or they may be billed to the Village Homeowners Association having jurisdiction over the Home Owner served. Each Village Homeowners Association so billed shall enforce collection of the amounts due as a common expense under its Village Declaration.

(b) Upon the conveyance or lease of all or any part of Private Utility Facilities, the grantee or lessee (unless such grantee or lessee is a public utility company) shall be deemed to have assumed and agreed to perform the duties imposed in Section 2.4(a) above with respect

to the Private Utility Facilities transferred, and shall have the powers granted to the owner of Private Utility Facilities with respect to the Private Utility Facilities transferred.

Section 2.5 - Books and Records: Reports.

(a) The Master Homeowners Association (or a managing agent employed by the Master Homeowners Association) shall maintain complete, accurate and current books and records adequate to reflect fully the operations, proceedings and receipts and disbursements of the Master Homeowners Association. Such books and records shall be kept at the registered office of the Master Homeowners Association (or at the office of the managing agent employed by the Master Homeowners Association) and shall be available for examination during regular business hours by Home Owners and by persons who have entered into binding written agreements to purchase a House.

(b) The Master Homeowners Association shall, within 120 days after the end of each calendar year, and in accordance with applicable law, provide each of its members with a report of assets and liabilities and of either income and expenses or of receipts and disbursements of the Master Homeowners Association for the year then ended. On or before the first Thursday of October of each calendar year, the Master Homeowners Association shall provide each of its members with a budget of estimated Common Expenses for the ensuing year.

ARTICLE III - COMMON EXPENSES; FINES; ASSESSMENTS; BUDGET

Section 3.1 - "Common Expenses" Defined.

The term "Common Expenses" shall mean all costs, liabilities, obligations or expenses incurred by the Master Homeowners Association in carrying out its duties and responsibilities under this Declaration with respect to the Declared Hershey's Mill Land including, without limitation:

(a) real estate taxes, if any, and other governmental charges or assessments against the Declared Common Open Space (it being understood that the Uniform Planned Community Act prohibits the separate assessment and taxing of any amenity which services the planned community);

(b) the cost of all utilities and services supplied by or through public utility facilities or Private Utility Facilities to the Recreational Facilities, or for street lighting along the Roads to the extent not invoiced and paid for by a village homeowners association proximate to the lights, or for any other purposes on the Declared Common Open Space;

(c) insurance premiums incurred to insure the Declared Common Open Space pursuant to Article IV hereof except as otherwise provided in Section 4.1(f) below;

(d) the cost of operation, policing, maintenance and repair (in accordance with Section 2.3(c) hereof) of the Roads (including but not limited to snow removal, security, operation and staffing of guard houses, the Recreational Facilities (including, but not limited to, staffing thereof), the Storm Water Management Facilities and paths and trails in the Parkland;

(e) the cost of maintenance, repair and replacement (in accordance with Section 2.3(i) hereof) of all buildings and improvements (including related machinery, equipment and furnishings) on the Declared Common Open Space;

(f) the cost of grass cutting, tree trimming, pond and waterway maintenance and other grounds maintenance costs associated with the Declared Common Open Space, including purchase, maintenance, repair and replacement (in accordance with Section 2.3(i) hereof) of necessary machinery and equipment;

(g) the costs of employees, management companies, independent contractors and professionals employed by the Master Homeowners Association including taxes, insurance and bonding requirements, except as otherwise provided in Section 4.1(f) below:

(h) the cost of owning, operating, maintaining, repairing and replacing (in accordance with Section 2.3 (j) hereof) buses or other transportation;

(i) the cost of all betterments, capital improvements or other extraordinary expenses costing in each case less than \$25,000, or such other amount as may be deemed appropriate by the Board of Directors, and those costing more than such amount if such costs are determined to be common by the vote of an absolute majority of all the members of the Master Homeowners Association at a meeting duly called and held for such purpose;

(j) Common Expenses which have been assessed against any Home Owner as hereinafter provided, and which are in arrears by more than six months, provided that the Master Homeowners Association shall be seeking vigorously by all reasonable means to collect the unpaid amount;

(k) extraordinary expenses incurred by the Master Homeowners Association on account of emergency or natural disaster including the cost of restoration of damage by fire or other casualty or cause of any kind which is not covered by insurance;

(l) the cost of recordkeeping and providing financial statements pursuant to Sections 2.3 (k) and 2.5 hereof;

(m) all costs of owning, operating, maintaining, restoring and repairing the Declared Common Open Space not described in the preceding paragraphs of this Section 3.1; and

(n) an adequate reserve fund for the periodic maintenance, repair and replacement of buildings and improvements located on the Declared Common Open Space.

Section 3.2 - Budget and Assessments.

The Master Homeowners Association shall periodically (and in no event less than annually) determine the estimated Common Expenses for the ensuing period of not more than

one year) including any reserves it deems advisable, and the Common Expenses incurred and the assessments and other receipts, if any, received during the period then ended.

Promptly following such determination of the Common Expenses theretofore incurred (and not theretofore assessed) and of budgeted estimated future Common Expenses, the Master Homeowners Association shall assess such incurred and estimated Common Expenses against and collect from each Home Owner and each Home Owner agrees to pay the Master Homeowners Association a pro rata amount of such incurred and estimated Common Expenses equal to a fraction of which the numerator is the number of Houses owned by such Home Owner and the denominator is the total number of Houses for which a certificate of occupancy has been issued by the governmental authority having jurisdiction. The Master Homeowners Association may also assess and collect from each Home Owner such special assessments for extraordinary or unforeseen expenses as the Master Homeowners Association may from time to time deem necessary or advisable. In the sole discretion of the Master Homeowners Association, Assessments shall be billed either monthly or quarterly.

Section 3.3 - Concerning Assessments Generally.

(a) The Home Owners shall be severally and not jointly liable for the payment of assessments for Common Expenses and special assessments (collectively the "Assessments"), which shall be payable within 30 days from the date on which written notice of assessment is given by the Master Homeowners Association.

In addition, in the event that any damage to the Common Open Space is willfully or grossly negligently caused by any Home Owner or any resident of his House or any of his guests, employees, or agents, the Master Homeowners Association shall assess such Home Owner for the entire cost of repairing and restoring the damage, and such assessment shall be deemed an Assessment for the purposes of this Declaration.

Any Home Owner (or Village Homeowners Association if the said Association is assessed as provided in subparagraph (f) below) who fails to pay any Assessment within 10 days of the date when the same is payable as above set forth shall be subject to a late charge of 4% of the amount due to reimburse the Master Homeowners Association for the cost of collection.

Assessments shall, until fully paid, together with interest thereon at 18% per annum (or the highest rate allowed by law, if lower) from the 30th day following the date of such notice, constitute a charge against the House of each Home Owner assessed, and shall be a continuing lien upon such House subject to the prior lien of certain mortgages, as provided in subsection 3.3(b) below. Each such Assessment, together with such interest, thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was Home Owner at the time when the Assessment fell due.

If the actual expenses and charges for any period are less than total net receipts attributable thereto, in the discretion of the Master Homeowners Association, the surplus shall either be applied toward the expenses of the next ensuing period, refunded to the Home Owners or deposited into the reserve account of the Master Homeowners Association at the option of the

Board of Directors of the Master Homeowners Association and in accordance with applicable law. The Master Homeowners Association shall in all events have the right to make such distribution or adjustment of any surplus in assessed funds (including without limitation, funds collected upon enforcement of uncollected Assessments), capital or otherwise, as it considers equitable under the circumstances.

(b) Any delinquent Assessment, together with accrued interest and late payment penalties, if any, may be enforced by suit by the Master Homeowners Association, in an action in personam to enforce the personal obligations provided for in Section 3.3(a) which shall be indexed by the prothonotary as *lis pendens* or by an action to enforce the lien and charge provided for in Section 3.3(a). Each Home Owner agrees and shall be deemed to agree by acceptance of a deed or other conveyance of a House subject hereto, whether or not it shall be so expressed in such deed or conveyance, that, on failure to timely pay any Assessment, the Master Homeowners Association by its attorney is empowered to enter a copy of this Declaration, certified by the President or any Vice President of the Master Homeowners Association, to be true and correct and with such officer's affidavit that the defendant is a Home Owner subject to the provisions hereof, in any court having jurisdiction and there to confess judgment in favor of the Master Homeowners Association and against the delinquent Home Owner for the amount of any delinquent assessments, plus interest and late charges as aforesaid, costs and a 15% attorney's fee. Any judgment against a Home Owner shall be a lien against his House enforceable as provided by law. The delinquent Home Owner shall be obligated to pay all expenses of the Master Homeowners Association, including attorney's fees, incurred in the collection of the delinquent Assessment by legal proceedings or otherwise, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent Assessment by legal proceedings or otherwise, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent Assessment and shall be collectible as such. Any lien or charge for delinquent Assessments (whether or not delinquent) shall be subordinate not only to any existing mortgage on all or any part of the Hershey's Mill Land but also to any subsequently created mortgage which at the time of creation is otherwise a first lien, but notwithstanding any divestiture of any lien or charge for unpaid Assessments by foreclosure of such mortgage, the delinquent Home Owner shall remain personally liable there for.

(c) Subject to subparagraph (d) below, upon any voluntary or involuntary conveyance or transfer of a House by gift, sale, devise, intestacy, bankruptcy, operation of law or otherwise, the personal obligation to pay the Assessments becoming due and payable prior to the date of any such conveyance or transfer together with interest and other charges thereon shall remain the personal obligation of the grantor or transferor and shall not pass to the grantee or transferee. However, the lien of such unpaid Assessments, interest and other charges shall continue to bind the House and may be enforced in the manner herein set forth. The new Home Owner shall and the former Home Owner shall not be liable for any Assessments made after the date of conveyance or transfer or title to a House, even though the Common Expenses for which the Assessment is made relate in whole or in part to any period prior to that date.

(d) In the event that title to a House is transferred at sheriff's sale pursuant to execution upon any lien or judgment against the House, the Master Homeowners Association

shall give notice in writing to the sheriff of any unpaid Assessments which are a lien and charge against the House and which have not theretofore been reduced to judgment and lien pursuant to this Section 3.3. All unpaid Assessments (whether or not reduced to judgment and lien as aforesaid) shall be paid out of the proceeds of the sale prior to the distribution of any balance to the former Home Owner against whom the execution issued. The purchaser at such sheriff's sale and the House involved shall not be liable for unpaid Assessments which became due prior to the sheriff's sale of the House. Similarly, the grantee in a deed in lieu of foreclosure and the House involved shall not be liable for unpaid Assessments which become due prior to the delivery of the deed in lieu of foreclosure. Any such unpaid Assessments which cannot be promptly collected from the former Home Owner shall be reassessed by the Master Homeowners Association as a Common Expense to be collected from all of the Home Owners, including the purchaser who acquired title at the sheriff's sale or by the deed in lieu of foreclosure, his successors and assigns.

(e) In all cases where all or part of any Assessments cannot be promptly collected from the persons or entities liable there for under this Declaration, the Master Homeowners Association shall reassess the same against all Home Owners as a Common Expense, without prejudice to its rights of collection against such persons or entities.

(f) Any Common Expenses assessable hereunder against Home Owners may, at the discretion of the Master Homeowner Association be assessed against any of the Village Homeowners Associations of which the Home Owners are members (without, however, waiving the Master Homeowners Association's right to enforce collection of such amounts hereunder directly from the Home Owners) and in such event each Village Homeowners Association assessed shall enforce the collection of the assessed amount as a Common Expense under its respective Village Declaration.

(g) Upon request, the Master Homeowners Association shall provide a statement of the amount of Assessments which are a lien and charge upon a House, and upon receipt of payment of such amount the Master Homeowners Association shall execute and deliver a release of such liens and charges in recordable form. Such statement, when executed by an officer of the Master Homeowners Association, shall be conclusive evidence of the amount of such liens and charges, and such a release, when executed and delivered by an officer of the Master Homeowners Association, shall be effective to release such liens and charges.

(h) No Home Owner may exempt himself from liability with respect to the Common Expenses by waiver of the right to use the Declared Common Open Space or any part thereof or by abandonment of his House or otherwise whatsoever.

Section 3.4 - Power to Acquire, Hold and Sell.

As an incident to its powers relating to the collection and enforcement of Assessments, charges and claims, the Master Homeowners Association shall have the powers (which it may exercise either directly or through an agent or trustee): (i) to acquire any House or Commercial Site upon which an unpaid Assessment has become a lien and charge according to the provisions of Sections 3.3(a) and (b), whether such acquisition is by foreclosure, by judicial sale, equitable

proceedings, or otherwise; and (ii) to thereupon hold, lease, convey and otherwise use and enjoy such property, without restriction, but subject to this Declaration.

Section 3.5 - Former Members Have No Interest in Master Homeowners Association Property.

No former member of the Master Homeowners Association shall have any interest, right or claim in or to any property held by the Master Homeowners Association pursuant to Section 3.4 hereof or to any other provision of this Declaration, whether such property has been acquired, held or sold before, during or after the term of membership of such former member.

Section 3.6 - Fines.

Pursuant to the power reserved to the Master Homeowners Association in Section 2.3(e) of this Declaration to promulgate and enforce rules and regulations respecting use and enjoyment of the Declared Common Open Space, the Master Homeowners Association may promulgate a schedule of fines assessable by the Master Homeowners Association against any Home Owner if such Home Owner, or any tenant or resident of his House, or any guest, invitee, or employee of such Home Owner violates any such rule or regulation. Any fine so assessed against a Home Owner shall constitute a lien and charge against his House and shall be assessable against such Home Owner in the same manner provided above for Common Expenses.

ARTICLE IV - INSURANCE

Section 4.1 – Insurance Maintained by Master Homeowners Association.

The Master Homeowners Association shall maintain the general types of insurance summarized below:

(a) Property. Insurance shall be obtained to cover all buildings and improvements erected upon the Declared Common Open Space, and all fixtures and equipment affixed to and considered part of the real estate, and all furnishings and equipment therein belonging to the Master Homeowners Association and related to the common use and enjoyment by the Home Owners of the Declared Open Space. Such insurance shall be written on a Special Causes of Loss (the so-called “all risk”) basis, with blanket building and business personal property limits, and with a replacement cost provision. Loss of business income shall be included where appropriate. Certain types of equipment, such as boilers, pressure vessels, electrical apparatus, etc. that can be subject to breakdown should be covered in a separate boiler and machinery policy, but may be included as part of the property package.

(b) General Liability. Comprehensive general liability insurance written on a broad form basis shall cover all premises and operations of the Master Homeowners Association for bodily injury and property damage as well as personal injury and advertising injury. Environment impairment liability (site pollution) coverage may be included as part of the comprehensive general liability policy, but is typically written as a separate policy. This coverage should include first party cleanup as well as third party bodily injury and property damage.

(c) Motor Vehicles. Automobile insurance shall be obtained whenever the Master Homeowners Association owns or is responsible for any automobile or vehicle. Automobile insurance shall include uninsured and underinsured motorists and first party benefits coverage. Hired and non-owned auto shall be added. Comprehensive and/or collision coverage may be added as directed by the Board of Directors.

(d) Umbrella. Commercial umbrella coverage shall be obtained to increase the liability limits available for claims against the Association. The actual dollar limit on this coverage may be based somewhat on what the insurance market is willing to prescribe for the Hershey's Mill exposures. This might mean that the limit on the underlying insurance (general liability, auto, etc.) could be subject to negotiation between the Association and the insurer. For this reason, limits for the policies described above have not been stipulated. Final limits will be established by the Board of Directors.

(e) Worker injury. Worker's compensation and employers' liability insurance shall be obtained as required by law for any employees of the Master Homeowners Association.

(f) Crime or Fidelity. Coverage shall be obtained in the form of a comprehensive disappearance and dishonesty bond, or equivalent coverage, against dishonest acts of directors, officers, employees, and all others who handle or are responsible for the handling of revenues, payment of expenses, and financial documents. The limit for this coverage shall be in an amount to be established by the Board of Directors, but in no event less than \$1,000,000.

(g) Directors and Officers Liability. This insurance protects Board members and others for the damages and costs associated with suits alleging mismanagement, breach of contract, conflict of interest, and other similar causes. This insurance has an annual aggregate limit, so that limit should be at least \$2,000,000. Liability related to employment practices should be included in this policy.

Section 4.2 – Related Provisions

There are several provisions that are pertinent to all the types of insurance enumerated in Section 4.1. These provisions should be integrated into any discussion or negotiation of these insurance coverages.

(a) Named Insured. A broad definition of the named insured has been developed to allow the Association to bring together a wide variety of units or entities within a single umbrella to facilitate development and discussion of appropriate coverage into a single and normally broader insurance package. The Named Insured is stated as follows: "The Master Homeowners Association, including all affiliated, associated, controlled or allied entities, Green Hill Sewer Association, the Villages of Hershey's Mill and all appointed, elected boards, officers, directors, employees and volunteers." This definition should be used at all times. However, it should be understood that this broad definition might not be applicable because of insurance industry practices or other reasons (see Section 4.3).

(b) Deductibles. Many of the insurance policies that will be purchased by the Master Homeowners Association may be subject to some form of deductible applicable to losses or occurrences. These deductible amounts may change over a period of time. Rather than stipulate in a single document what a given deductible shall be, the Board of Directors shall determine the dollar amount of any deductible based upon insurance industry practices and the best interests of the Master Homeowners Association. The full amount of the deductible shall be deemed a Common Expense assessable hereunder.

(c) Loss Adjustments. All policies obtained pursuant to the provisions of Section 4.1 shall: (i) provide that the Master Homeowners Association or its authorized representative shall participate in the settlement of any losses and that all proceeds received or receivable shall be paid to the insurance trustee selected by the Master Homeowners Association. Trustee will distribute such proceeds as contemplated in Section 2.3(i) hereof, with any excess being retained by the Master Homeowners Association to fund the cost of future Common Expenses (including reserves) or, at the sole option of the Master Homeowners Association, distributed ratably to the Home Owners in such shares as the Master Homeowners Association shall equitably determine, or both. (ii) contain waivers of all rights of subrogation, and (iii) provide that the coverage afforded to any insured shall not be affected by the acts or omissions of any one or more other insureds.

(d) Contribution. In no event shall insurance obtained and maintained by the Master Homeowners Association and by individual Home Owners be brought into contribution.

Section 4.3 – Participation Limitations

The Master Homeowners Association may, but shall not be required to contract and pay for an insurance policy in accordance with Section 4.1 and 4.2 that also insures the facilities and operations of the Green Hill Sewer Association. In addition, the Master Homeowners Association may, but shall not be required, to solicit and negotiate proposals for insurance on behalf of the various village homeowners associations, but it shall remain the responsibility of the village homeowners associations to select and pay for such insurance.

ARTICLE V - INCORPORATION OF MASTER HOMEOWNERS ASSOCIATION; TRANSFER OF DECLARED COMMON OPEN SPACE

Section 5.1 - Incorporation of Master Homeowners Association and Transfer of Declared Common Open Space Thereto.

The Declarant has previously conveyed, transferred and assigned all its right, title and interest in and to the Declared Common Open Space and in and to all machinery, equipment, furniture, furnishings, bank accounts, contracts, receivables, rights, books, records and tangible property of any kind or nature located upon or related to the use and enjoyment of the Declared Common Open Space including Declarant's interest as lessor in any lease of the Country Club and all Assessments paid and collected or due and payable (hereinafter called the "Common Open Space Property") to the HERSHEY'S MILL HOMEOWNERS ASSOCIATION, a non

profit Pennsylvania corporation (hereinafter called the "Master Homeowners Association"). Declarant has designated the initial officers and directors of the Master Homeowners Association.

All conveyances and transfers pursuant hereto were by special warranty deed and non-recourse assignment, subject to (a) this Declaration; (b) any lease of the Country Club entered into pursuant to Section 1.3(f) hereof; (c) all liens and encumbrances upon the Declared Common Open Space (excepting only liens of mortgages securing obligations incurred or assumed by Declarant); and (d) payment by the Home Owners or on their behalf by the Master Homeowners Association of all normal and necessary costs incurred by Declarant in connection therewith (including transfer taxes, title company charges, premiums for title insurance of the Declared Common Open Space in an amount equal to the fair market value thereof as determined by Declarant, recording costs and reasonable legal fees); such costs shall be deemed Common Expenses assessable in accordance herewith.

Section 5.2 - Members of the Master Homeowners Association

The Master Homeowners Association is a non-stock, membership non profit Pennsylvania corporation, the members of which are the twenty-five Village Homeowner Associations formed pursuant to this Declaration. Each member shall be represented at all times by the person who is the president, or such other member of the Village Council as the Village Council may appoint.

Section 5.3 - Effect of Transfer of Declared Common Open Space: Substitution of Master Homeowners Association for Declarant.

From and after the date of delivery by the Declarant to the Master Homeowners Association of any deed to all or any part of the Declared Common Open Space and a transfer and assignment of the related Common Open Space Property, any rights, powers and duties of Declarant with respect to such land were deemed transferred and assigned to and assumed by the Master Homeowners Association (including the power to assess Common Expenses against the Declarant with respect to any House owned by Declarant on the assessment date for which a Certificate of Occupancy has been issued by the governmental authority having jurisdiction) and the Declarant is deemed released from all liability or obligation hereunder (whether theretofore or thereafter incurred) with respect to the portion of the Declared Common Open Space and Common Open Space Property conveyed, transferred and assigned (excepting only liability arising out of the willful fraud or negligence or disregard of the provisions of this Declaration, or arising out of Declarant's status as a Home Owner), and wherever the term Declarant appears in such provisions of this Declaration, the term Master Homeowners Association (with respect only to the portion of the Declared Common Open Space and Common Open Space Property conveyed, transferred and assigned in the case of a conveyance of less than all of such property) has been deemed substituted instead.

In addition to the powers above specified, the Master Homeowners Association shall also have the power to open and maintain bank accounts and designate signatories there for.

Section 5.4 - Transfer of Control of Master Homeowners Association.

(a) The business and affairs of the Master Homeowners Association shall be managed on behalf of the Master Homeowners Association by a board of directors (the "Board of Directors"), in compliance with and subject to this Declaration and the Articles of Incorporation and Bylaws of the Master Homeowners Association.

(b) Until transfer of control as herein provided, the Declarant shall have the right to designate all the members of the Board of Directors. The Declarant must transfer control of the Master Homeowners Association to its members within sixty (60) days following the first to occur of (i) the sale and conveyance of 2,200 Houses by Declarant to Home Owners other than Declarant, or (ii) December 31, 2008. The Declarant may, in its sole discretion, transfer control of the Master Homeowners Association at an earlier date. Control shall be transferred at a meeting of the members of the Master Homeowners Association called by Declarant, at which meeting the Advisory Board defined and described in the Bylaws of the Master Homeowners Association shall become the new Board of Directors. . Thereafter, the Board of Directors will be elected by the members of the Master Homeowners Association in accordance with the Articles of Incorporation and Bylaws of the Master Homeowners Association.

Section 5.5 - Professional Management Required.

The Board of Directors, acting on behalf of the Master Homeowners Association shall have the power, but not the obligation, to employ an "Acceptable Management Company" (as the term is hereinafter defined and hereinafter referred to as "Managing Agent") to carry out and perform such duties of the Master Homeowners Association as may be assigned by the Board of Directors pursuant to a written management agreement between the Managing Agent and the Master Homeowners Association (hereinafter the "Management Agreement"). The following provisions shall govern the selection and employment of the Managing Agent:

(a) for the purpose of this Declaration, an Acceptable Management Company shall mean a private enterprise, experienced and competent in the management of residential communities similar to the Declared Common Open Space governed by this Declaration, which is a member of the Community Associations Institute presently located at 225 Reinekers Land Suite 300 Alexandria, VA 22314 (the "Institute") (or if the Institute or a successor is no longer in existence, then any similar organization which undertakes to establish professional standards for entities providing professional management to residential communities), and which is not owned or controlled by or affiliated in any way with the Master Homeowners Association.

(b) any Management Agreement entered into by the Master Homeowners Association during the period when Declarant has control of the Master Homeowners Association shall be terminable, without cause, and without payment of any termination or penalty fee, upon ninety (90) days' notice by the Master Homeowners Association after control is transferred as provided in Section 5.4(b) hereof. In addition, every Management Agreement shall be terminable by the Master Homeowners Association for cause upon thirty (30) days' written notice and the term of any Management Agreement may not exceed one (1) year, renewable by the same procedure as provided for in the initial Management Agreement.

ARTICLE VI - AMENDMENT AND TERMINATION

Section 6.1 - General Amendments.

This Declaration may be amended (a) at any time or from time to time after incorporation of the Master Homeowners Association by the vote of at least 67% of all of the members thereof (not merely of those members attending the meeting) at a special meeting of the members called for that purpose, or (b) by the Declarant without the approval of any other Home Owner or the Master Homeowners Association at any time or from time to time before the sooner of (i) the sale and conveyance of 2,200 Houses by Declarant to Home Owners other than Declarant, or (ii) December 31, 2008 but not after control of the Master Homeowners Association has been transferred by Declarant to its members pursuant to Section 5.4 (b) hereof; provided in either case that no such amendment shall, without the consent of all Homeowners affected, (x) reduce or limit the right, title or interest of any Home Owner in and to the Declared Common Open Space or reduce the amount of Declared Common Open Space or of the assets of the Master Homeowners Association; or (y) increase any Home Owner's proportional share of the Common Expenses; or (z) change the boundaries of any Houses.

Section 6.2 - Curative Amendments.

Any amendment deemed necessary in the judgment of the Master Homeowners Association, to cure any ambiguity or to describe adequately the completion of any improvements or to correct or supplement any provision of this Declaration or of the Final Hershey's Mill Plan which is incorrect or defective or which is inconsistent with any other provision hereof or thereof or of the Zoning Ordinance of East Goshen Township or West Goshen Township (as applicable) or any other applicable law, ordinance or regulation of duly constituted governmental authority, the Master Homeowners Association, may, without approval of any Home Owner, effect an appropriate corrective amendment to this Declaration.

Section 6.3 - Documentation.

Each amendment permitted by this Article VI or Article I hereof shall be effective upon the recording in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania of an appropriate instrument reciting that this Declaration is to be amended in accordance therewith, duly executed, and acknowledged on behalf of the Master Homeowners Association .

Section 6.4 - Power of Attorney.

Each Home Owner, by acceptance of a deed for any House, shall be deemed to have made, constituted and appointed the President of the Master Homeowners Association (ex officio) as his true and lawful attorneys (irrevocably and coupled with an interest) to execute and acknowledge for him and in his name any amendment or modification of this Declaration authorized pursuant to this Article VI or Article I hereof to the end that any such instrument may be executed and acknowledged in his name by said attorney and filed of record in the aforesaid Recorder of Deeds Office.

Section 6.5 - Termination.

This Declaration may only be terminated by an appropriate instrument of termination executed and acknowledged by at least 67% of all record owners of Houses at the time of

reference In the event of a substantial destruction or condemnation of the Declared Common Open Space, in which event the Master Homeowners Association may, by a vote of at least 67% of all of the members thereof (not merely those members attending the meeting) at a special meeting of the members called for that purpose, execute and record an appropriate instrument of termination provided that the proceeds of any insurance or condemnation award is equitably distributed to all record owners of houses at the time of reference.

ARTICLE VII - GENERAL PROVISIONS

Section 7.1 - Condemnation.

Whenever any proceedings are instituted which could result in the temporary or permanent taking, injury or destruction of all or part of the Declared Common Open Space, by the power or of a power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Master Homeowners Association shall notify each Home Owner and the Master Homeowners Association shall and the Home Owners at their expense may participate in such proceedings. If all or part of the Declared Common Open Space is permanently or temporarily taken, injured or destroyed by the power of or a power in the nature of eminent domain or by an action or deed in lieu of condemnation, the net award or other net proceeds thereof shall be payable to the Master Homeowners Association. The Master Homeowners Association shall, if necessary, first use such proceeds to repair or restore the Declared Common Open Space and then shall distribute any balance equally to the Home Owners or retain all or part thereof for use to pay or reserve against Common Expenses. Each Home Owner affected shall be entitled to any proceeds attributable to the taking of all or part of his House or Commercial Site or any buildings and improvements thereon erected.

Section 7.2 - Invalidity: Noncompliance and Waiver.

If any provisions of this Declaration are determined to be invalid, the determination shall not affect the validity or effect of the remaining provisions hereof, all of which shall continue in effect as if such invalid provisions had not been included herein. Failure or any threatened failure to comply with this Declaration shall be grounds for an action for the recovery of damages (including the costs of the Master Homeowners Association's taking any action necessary to correct or remedy any such failure) assessable as a Common Expense or for injunctive relief, or both, maintainable by the Master Homeowners Association, or in a proper case, by an aggrieved Home Owner aggrieved by any such noncompliance. No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure, single or repeated, to enforce the same.

Section 7.3 - Declarant's Rights and Liabilities.

(a) Declarant may transfer, assign, convey or encumber any residual rights hereunder.

Section 7.4 - Definitional Cross References.

The following defined terms used in this Declaration are defined in the Definitions section at the beginning of this Declaration and in the indicated Section hereof:

Acceptable Management Company	5.5
Board of Directors	5.4
Commercial Areas	1.2 (d)
Common Open Space	1.2(c)
Common Open Space Property	5.1
Common Expenses	3.1
Country Club	1.2(c) (i)
Declarant	Heading
Declared Common Open Space	1.2(c)
Declared Hershey's Mill Land	1.1
Final Hershey's Mill Plan	1.2
Green Hill Sewer Association	1.2(b)
Hershey's Mill	Definitions
Hershey's Mill Community-TV	1.2(c)(v)
Hershey's Mill Golf Club, Inc.	1.2(c)(i)
Hershey's Mill Land	1.1
Home Owners	1.2(a)
Houses	1.2(a)
Institute	5.5(a)
Management Agreement	5.5
Managing Agent	5.5
Master Homeowners Association	5.1
Parkland	1.2(c) (vi)
Preliminary Hershey's Mill Plan	1.2
Private Utility Facilities	1.2(b)
Recreational Facilities	1.2(c) (ii)
Roads	1.2(c) (iii)
Storm Water Management Facilities	1.2(c) (iv)
Village Declarations	1.2(a)
Village Homeowners Associations	1.2(a)
Village Lands	1.2(a)
Villages	1.2(a)

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have executed this Declaration the day and year first above written.

Attest:

WEST CHESTNUT REALTY CORP.

By: _____

Robert E. Wooldridge, President

ROBERT E. WOOLDRIDGE, ex officio, as President of West Chestnut Realty Corp., and as attorney-in-fact for all Home Owners who have accepted a deed for any House pursuant to the power granted by Section 6.4 of

the Restated Declaration of Covenants and Easements for Hershey’s Mill dated March 1, 1984 as amended by the Fourth Amendment thereto.

Robert E. Wooldridge

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the ____ day of _____, 2009, before me, the undersigned officer, personally appeared Robert E. Wooldridge who acknowledged himself to be the President of West Chestnut Realty Corp., a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the said instrument for the purposes therein contained by signing the name of West Chestnut Realty Corp. by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notarial Seal)

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the _____ day of _____, 2009 before me, the undersigned officer, personally appeared Robert E. Wooldridge known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as attorney-in-fact and acknowledged that he executed the same for the purposes therein contained as such attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notarial Seal)

Notary Public

EXHIBIT A
DESCRIPTION OF THE DECLARED
HERSHEY'S MILL LAND

ALL THAT CERTAIN tract of real property being located mostly in East Goshen Township, but partially in West Goshen Township, County of Chester, Commonwealth of Pennsylvania, designated as the **Hershey's Mill Land** as depicted on a plan entitled Final Hershey's Mill Plan, drawings CP-1, Sheet 1 of 3, CP-2, Sheet 2 of 3, and CP-3 Sheet 3 of 3, prepared by G. S. Winters & Associates, Inc. dated August 8, 2006, last revised September 13, 2007, and being more particularly described hereinafter in Exhibit B, but **EXCEPTING THERE OUT AND THERE FROM** the five (5) parcels of land; said parcels being the Hershey's Mill Village Square Shopping Center, Wellington at Hershey's Mill, the Remaining Support Facilities, the Resale Office and Sullivan's Grove each as more particularly described as follows:

**DESCRIPTION OF HERSHEY'S MILL VILLAGE SQUARE SHOPPING CENTER
WITHIN HERSHEY'S MILL**

ALL THAT CERTAIN parcel of land within the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, designated as Village Square on a plan entitled Final Hershey's Mill Plan, Drawing CP-3, Sheet 3 of 3, prepared by G. S. Winters & Associates, Inc. dated August 8, 2006, last revised September 13, 2007, and being more particularly described as follows:

BEGINNING at a point along the right-of-way line of Boot Road (SR2020), said point being located the following seven (7) courses and distances from a point on the title line within the bed of Boot Road at its intersection with the title line of Green Hill Road (SR2018); thence

- A. Along title line of Boot Road, S45°11'25"E a distance of 1200.00 feet to a point; thence
- B. Leaving the title line of Boot Road and through the bed of Boot Road, S47°12'58"E a distance of 1123.36 feet to a point along lands of Wellington; thence
- C. Along lands of Wellington, S44°44'46"E a distance of 204.09 feet to a point; thence
- D. Continuing along same, S47°07'41"E a distance of 208.67 feet to a point; thence
- E. S50°21'07"E a distance of 256.66 feet to a point of curvature; thence
- F. Following a curve to the left having a radius of 734.00 feet for an arc distance of 296.54 feet to a point of tangency; thence
- G. S73°29'59"E a distance of 253.91 feet to a point along the right-of-way line of Boot Road and place of BEGINNING; thence

1. Leaving the right-of-way line of Boot Road and still along lands of Wellington, N16°20'06"E a distance of 219.45 feet to a point of curvature; thence
2. Following a curve to the right having a radius of 8.00 feet for an arc distance of 4.74 feet to a point of tangency; thence
3. N50°22'48"E a distance of 23.68 feet to a point of curvature; thence
4. Following a curve to the left having a radius of 8.00 feet for an arc distance of 4.75 feet to a point of tangency; thence
5. N16°20'06"E a distance of 60.59 feet to a point; thence
6. S73°39'54"E a distance of 33.74 feet to a point; thence
7. N16°20'06"E a distance of 423.79 feet to a point along lands of Hershey's Mill Master Association; thence
8. Leaving lands of Wellington and along lands of Hershey's Mill Master Association, N59°59'46"E a distance of 349.18 feet to a point along a Transcontinental Gas Pipeline easement(75.00 foot wide); thence
9. Along said Gas Pipeline easement, S30°00'14"E a distance of 1276.86 feet to a point common to lands of Hershey's Mill Master Association; thence
10. Leaving Gas Pipeline Easement and along lands of Hershey's Mill Master Association, S65°34'27"W a distance of 190.36 feet to a point on a curve along the right-of-way line of Boot Road; thence
11. Leaving lands of Hershey's Mill Master Association and along the right-of-way line of Boot Road, following a curve to the left, having a radius of 2516.29 feet for an arc distance of 352.92 feet to a point of tangency; thence
12. N73°39'54"W a distance of 440.88 feet to a point; thence
13. N73°29'59"W a distance of 277.41 feet to a point common to lands of Wellington and first mentioned place of BEGINNING; thence

Containing a total of 30.55 Acres more or less.

**DESCRIPTION OF WELLINGTON AT HERSHEY'S MILL
WITHIN HERSHEY'S MILL**

ALL THAT CERTAIN parcel of land within the Townships of East and West Goshen, County of Chester, Commonwealth of Pennsylvania, designated as Wellington on a plan entitled Final

Hershey's Mill Plan, Drawing CP-3, Sheet 3 of 3, prepared by G. S. Winters & Associates, Inc. dated August 8, 2006, last revised September 13, 2007, and being more particularly described as follows:

EAST PARCEL

BEGINNING at a point along the right-of-way line of Boot Road (SR2020), said point being located the following two (2) courses and distances from a point on the title line within the bed of Boot Road (SR2020) at its intersection with the title line Green Hill Road (SR2018); thence

- A. Along title line of Boot Road, S45°11'25"E a distance of 1200.00 feet to a point; thence
- B. Leaving the title line of Boot Road and through the bed of Boot Road, S47°12'58"E a distance of 1123.36 feet to a point along the right-of-way line of Boot Road and place of BEGINNING; thence
 1. Leaving the right-of-way line of Boot Road, N69°19'35"E a distance of 595.41 feet to a point common to lands of Hershey's Mill Master Association; thence
 2. Along lands of Hershey's Mill Master Association and Ulster Village, S44°21'55"E a distance of 400.00 feet to a point common to lands of Hershey's Mill Master Association; thence
 3. Along lands of Hershey's Mill Master Association, N76°57'24"E a distance of 404.26 feet to a point; thence
 4. N59°59'46"E a distance of 23.88 feet to a point common to lands of Village Square; thence
 5. Leaving lands of Hershey's Mill Master Association and along lands of Village Square, S16°20'06"W a distance of 423.79 feet to a point; thence
 6. N73°39'54"W a distance of 33.74 feet to a point; thence
 7. S16°20'06"W a distance of 60.59 feet to a point of curvature; thence
 8. Following a curve to the right having a radius of 8.00 feet for an arc distance of 4.75 feet to a point of tangency; thence
 9. Along same, S50°22'48"W a distance of 23.68 feet to a point of curvature; thence
 10. Following a curve to the left having a radius of 8.00 feet for an arc distance of 4.74 feet to a point of tangency; thence
 11. S16°20'06"W a distance of 219.45 feet to a point along the right-of-way line of Boot Road; thence

12. Leaving lands of Village Square and along the right-of-way line of Boot Road, N73°29'59"W a distance of 253.91 feet to a point of curvature; thence
13. Following a curve to the right having a radius of 734.00 feet for an arc distance of 296.54 feet to a point of tangency; thence
14. N50°21'07"W a distance of 256.66 feet to a point; thence
15. Continuing along same, N47°07'41"W a distance of 208.67 feet to a point; thence
16. N44°44'46"W a distance of 204.09 feet to a point and first mentioned place of BEGINNING.

Containing a total of 12.79 Acres more or less.

WEST PARCEL

BEGINNING at a point along the right-of-way line of Boot Road (SR2020), said point being located the following five(5)courses and distances from a point on the title line within the bed of Boot Road (SR2020)at its intersection with the title line Green Hill Road (SR2018); thence

- A. Along title line of Boot Road, S45°11'25"E a distance of 1200.00 feet to a point; thence
- B. Leaving the title line of Boot Road and through the bed of Boot Road, S47°12'58"E a distance of 1123.36 feet to a point along the right-of-way line of Boot Road; thence
- C. Entering the bed of Boot Road, S69°19'35"W a distance of 54.75 feet to a point along the title line of Boot Road; thence
- D. Continuing along the title line of Boot Road, S44°21'55"E a distance of 153.99 feet to a point; thence
- E. Leaving the title line of Boot Road, S28°32'35"E a distance of 23.24 feet to a point and place of BEGINNING; thence
 1. S44°44'46"E a distance of 51.32 feet to a point; thence
 2. S47°07'41"E a distance of 211.49 feet to a point; thence
 3. S50°21'07"E a distance of 293.43 feet to a point of curvature; thence
 4. Following a curve to the left having a radius of 616.25 feet for an arc distance of 17.43 feet to a point; thence

5. S53°54'05"W a distance of 199.05 feet to a point; thence
6. N28°32'35"W a distance of 564.48 feet to a point and first mentioned place of BEGINNING.

Containing a total of 1.21 Acres more or less.

DESCRIPTION OF THE RESALE OFFICE WITHIN HERSHEY'S MILL

ALL THAT CERTAIN parcel of land, designated as the Resale Office on a plan entitled Final Hershey's Mill Plan, prepared by G. S. Winters & Associates, Inc. dated August 8, 2006 as last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and State of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point, said point being the following course and distance from the northwesterly most corner of Westbrook Village; thence

- A. Leaving northwesterly most corner of Westbrook Village, N87°44'03"E a distance of 71.00 feet to a point and place of BEGINNING; thence
 1. Continuing, N87°44'03"E a distance of 57.56 feet to a point; thence
 2. Continuing, N01°30'24"W a distance of 8.82 feet to a point; thence
 3. Continuing, N88°33'25"E a distance of 31.43 feet to a point; thence
 4. Continuing, S01°26'35"E a distance of 49.16 feet to a point; thence
 5. Continuing, N75°57'53"E a distance of 31.45 feet to a point; thence
 6. Continuing, N29°06'02"W a distance of 15.92 feet to a point; thence
 7. Continuing, N87°44'03"E a distance of 40.43 feet to a point; thence
 8. Continuing, S19°07'30"E a distance of 34.48 feet to a point and first mentioned place of BEGINNING.

Containing a total of 0.0786 acres more or less.

DESCRIPTION OF SULLIVAN'S GROVE WITHIN HERSHEY'S MILL

ALL THAT CERTAIN parcel of land WITHIN LANDS OF East Goshen Township, designated as Sullivan's Grove on a plan entitled Final Hershey's Mill Plan, Drawing CP-1, Sheet 1 of 3, prepared by G.S. Winters & Associates, Inc. dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point along the legal centerline of Green Hill Road, also known as Pennsylvania State Route 2018, said point being the following two (2) courses and distances from a point along the legal centerline of said SR2018 at its intersection with the legal centerline of Chester Road, also known as Pennsylvania State Route 352; thence

- A. Leaving the legal centerline of SR352 and along the legal centerline of SR2018, S75°44'55"W, a distance of 651.30 feet to a point; thence
- B. Continuing along the same, S69°28'05"W, a distance of 747.70 feet to a point and place of BEGINNING; thence
 1. Leaving the centerline of SR2018, and along the lands of Inverness Village, S16°49'55"E, a distance of 229.77; thence
 2. Continuing along same, N69°22'28"E, a distance of 36.55 feet to a point; thence
 3. Continuing along same and along the lands of Fairway #5, S16°49'07"E, a distance of 274.87 feet to a point; thence
 4. Continuing along the lands of Fairway #5, S27°00'19"E, a distance of 44.56 feet to a point; thence
 5. Leaving the lands of Fairway #5, and along the lands of Fairway #4, S63°26'06"W, a distance of 78.61 feet to a point; thence
 6. Continuing along same, S25°34'54"W, a distance of 36.88 feet to a point; thence
 7. Continuing along same and along the Open Space of Hershey's Mill, S73°10'53"W, a distance of 351.08; thence
 8. Leaving the Open Space of Hershey's Mill, and along the lands of Wai Kay Wong and Jeanne Wong and along the lands of A. Wayne Wallingford, Jr. and Susan Dee Wallingford and through the right-of-way of SR2018, aforementioned, N16°49'07"W, a distance of 504.68 feet to a point along the legal centerline of SR2018; thence
 9. Along the legal centerline of SR2018, N62°36'55"E, a distance of 343.51 feet to a point; thence
 10. Continuing along same, N69°28'05"E, a distance of 110.30 feet to a point along the legal centerline of SR2018, and first mentioned place of BEGINNING.

Containing a total of 5.89 acres of land more or less.

**DESCRIPTION OF THE REMAINING SUPPORT FACILITIES
WITHIN HERSHEY'S MILL**

ALL THAT CERTAIN parcel of land WITHIN LANDS OF East Goshen Township, designated as the Support Facilities on a plan entitled Final Hershey's Mill Plan, Drawing CP-2, Sheet 2 of 3, prepared by G. S. Winters & Associates, Inc. dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point along the easterly right-of-way line of Chandler Drive, said point being located the following three (3) courses and distances from the intersection of the northeasterly corner of Quaker Village and the curved easterly right-of-way line of Chandler Drive; thence

- A. Leaving lands of Quaker Village and along the easterly right-of-way line of Chandler Drive, following a curve to the left having a radius of 391.30 feet for an arc distance of 61.49 feet to a point of tangency; thence
- B. N29°17'58"W a distance of 460.03 feet to a point of curvature; thence
- C. Following a curve to the right having a radius of 296.52 feet for an arc distance of 249.99 feet to a point on a curve and place of BEGINNING; thence
 - 1. Continuing along the right-of-way line of Chandler Drive, following a curve to the right having a radius of 296.52 feet for an arc distance of 79.84 feet to a point; thence
 - 2. Leaving the right-of-way line of Chandler Drive, S78°36'49"E a distance of 113.05 feet to a point; thence
 - 3. Continuing, N10°05'50"E a distance of 29.24 feet to a point; thence
 - 4. Continuing, S79°31'48"E a distance of 129.36 feet to a point; thence
 - 5. Continuing, S09°53'15"E a distance of 33.59 feet to a point; thence
 - 6. Continuing, N80°06'45"E a distance of 609.90 feet to a point; thence
 - 7. Continuing, S17°27'52"E a distance of 180.37 feet to a point; thence
 - 8. Continuing, S71°47'56"W a distance of 393.07 feet to a point; thence
 - 9. Continuing, N73°22'12"W a distance of 591.01 feet to a point along the curved right-of-way of Chandler Drive and first mentioned place of BEGINNING.

Containing a total of 3.47 acres more or less.

EXHIBIT - B
DESCRIPTION OF THE HERSHEY'S MILL LAND
EAST GOSHEN TOWNSHIP AND WEST GOSHEN TOWNSHIP, CHESTER COUNTY,
PENNSYLVANIA

ALL THAT CERTAIN tract of real property being located mostly in East Goshen Township, but partially in West Goshen Township, County of Chester, Commonwealth of Pennsylvania, designated as the Hershey's Mill Land as depicted on a plan entitled Final Hershey's Mill Plan, drawings CP-1, Sheet 1 of 3, CP-2, Sheet 2 of 3, and CP-3 Sheet 3 of 3, prepared by G. S. Winters & Associates, Inc. dated August 8, 2006, last revised September 13, 2007, and being more particularly described as follows:

BEGINNING at a spike along the title line within the bed of Green Hill Road (SR2018), said point being located along the title line within the bed of Chester Road (SR352) at its intersection with the title line of Green Hill Road; thence

1. Along the title line of Chester Road, S15°04'45"E a distance of 392.10 feet to a point; thence
2. S06°28'45"E a distance of 313.50 feet to a spike; thence
3. Leaving title line of Chester Road, S79°22'35"W a distance of 442.77 feet to a point; thence
4. S04°19'15"E a distance of 452.22 feet to a pipe; thence
5. N79°22'35"E a distance of 412.17 feet to a spike within said title line of Chester Road; thence
6. Along title line of Chester Road, S20°50'15"W a distance of 346.14 feet to a spike; thence
7. S06°15'05"W a distance of 263.89 feet to a spike; thence
8. S03°18'35"E a distance of 85.86 feet to a point; thence
9. S11°49'45"E a distance of 95.57 feet to a point; thence
10. Still along title line of Chester Road, S21°07'40"E a distance of 1062.43 feet to a spike; thence
11. S01°52'59"E a distance of 744.47 feet to a spike; thence
12. S02°26'05"W a distance of 279.20 feet to a spike; thence
13. S22°40'30"W a distance of 444.89 feet to a spike; thence

14. Leaving title line of Chester Road, S09°05'05"E a distance of 243.49 feet to a point; thence
15. Crossing through said Chester Road, N66°57'45"W a distance of 275.09 feet to a point; thence
16. S57°34'25"W a distance of 268.95 feet to a point; thence
17. S34°45'35"W a distance of 113.56 feet to a point; thence
18. Re-entering bed of Chester Road and along said title line, S16°26'57"E a distance of 1054.70 feet to a spike; thence
19. Leaving the title line of Chester Road, N72°16'52"W a distance of 1999.72 feet to an iron pipe; thence
20. N17°33'14"E a distance of 239.00 feet to an iron pipe; thence
21. N72°18'46"W a distance of 223.78 feet to an iron pipe; thence
22. N72°07'27"W a distance of 290.69 to a monument; thence
23. Continuing along lands of Hershey's Mill Master Association, N72°33'12"W a distance of 650.81 feet to an iron pipe; thence
24. S33°48'53"W a distance of 187.48 feet to an iron pipe; thence
25. S25°49'36"E a distance of 236.43 to a stone monument; thence
26. S30°52'34"E a distance of 810.22 feet to an iron pipe along lands of John Hoppes; thence
27. Still along same, S61°39'28"W a distance of 1290.64 feet to a point; thence
28. S61°57'12"W a distance of 1302.92 feet to a spike along said title line of Boot Road (SR2020); thence
29. Along the title line of Boot Road, N57°30'40"W a distance of 729.20 feet to a stone monument; thence
30. N74°15'35"W a distance of 1009.14 feet to a point; thence
31. N73°31'05"W a distance of 423.49 feet to a point; thence

32. N57°17'55"W a distance of 139.32 feet to a PK nail; thence
33. Leaving title line of Boot Road, S53°54'05"W a distance of 214.00 feet to a stone monument; thence
34. Re-entering the bed of Boot Road, N28°32'35"W a distance of 587.72 feet to a PK nail; thence
35. N44°21'55"W a distance of 153.99 feet to a PK nail; thence
36. Leaving title line of Boot Road, N69°19'35"E a distance of 650.16 feet to an iron pipe; thence
37. N44°21'55"W a distance of 702.70 feet to a pinch pipe; thence
38. N45°11'25"W a distance of 397.30 to an iron pipe; thence
39. Re-entering the bed of Boot Road, S69°19'35"W a distance of 650.18 feet to a spike; thence
40. Along title line of Boot Road, and leaving East Goshen Township and entering West Goshen Township, N45°11'25"W a distance of 1200.00 feet to a point at the intersection with the title line within the bed of Green Hill Road, aforementioned; thence
41. Leaving West Goshen Township, and re-entering East Goshen Township, N69°20'08"E a distance of 1944.53 feet to a point; thence
42. N69°24'55"E a distance of 735.96 feet to a point along the intersection with Chevy Chase; thence
43. N69°25'45"E a distance of 534.41 feet to a spike; thence
44. N53°28'45"E a distance of 445.56 feet to a point; thence
45. Still along title line of Green Hill Road, N65°59'15"E a distance of 885.02 feet to a point; thence
46. N67°15'15"E a distance of 476.57 feet to a point; thence
47. N65°17'45"E a distance of 1343.47 feet to a spike; thence
48. N64°47'00"E a distance of 99.00 feet to a spike; thence
49. Still along title line of Green Hill Road, N65°45'00"E a distance of 105.29 feet to a spike; thence

50. Leaving title line of Green Hill Road, S40°15'29"E a distance of 75.78 feet to a point; thence
51. N66°22'46"E a distance of 49.40 feet to an iron pipe; thence
52. Re-entering the bed of Green Hill Road, N00°36'00"W a distance of 81.22 feet to a PK nail; thence
53. Along title line of Green Hill Road, N65°14'10"E a distance of 170.75 feet to a point; thence
54. N62°11'10"E a distance of 86.71 feet to a spike; thence
55. N66°13'00"E a distance of 619.72 feet to a spike; thence
56. N65°03'30"E a distance of 116.48 feet to a spike; thence
57. Leaving title line of Green Hill Road, S15°36'58"E a distance of 484.72 feet to a spike; thence
58. N65°57'50"E a distance of 369.64 feet to an iron pipe; thence
59. N16°49'07"W a distance of 504.68 feet to a spike along the title line within the bed of Green Hill Road, aforementioned; thence
60. Along the title line of Green Hill Road, N62°36'55"E a distance of 343.51 feet to a spike; thence
61. N69°28'05"E a distance of 858.00 feet to a PK nail; thence
62. N75°44'55"E a distance of 651.30 feet to a spike along title line of Chester Road and first mentioned place of BEGINNING.

EXHIBIT "C"

COUNTRY CLUB LEASE AGREEMENT

THIS LEASE made this 1st day of July 1980 between WEST CHESTNUT REALTY CORP., A Pennsylvania corporation ("Landlord") and HERSHEY'S MILL GOLF CLUB, INC. ("Tenant"), provides:

ARTICLE I - DEMISED PREMISES: TERM

1.1 Landlord hereby leases to Tenant, and Tenant agrees to lease from Landlord, the premises described by metes and bounds in Exhibit A attached hereto together with all buildings and improvements thereon and all easements and rights appurtenant thereto (hereinafter called the "Demised Premises") for a term of 99 years commencing on the date set forth in the heading of this Lease (hereinafter called the "date of this lease").

ARTICLE II - BASIC RENT

2.1 Tenant shall pay to Landlord as basic rent, on the date of this lease, and on each anniversary thereof, rent in advance at the annual rate of \$10.00.

ARTICLE III - ADDITIONAL RENT: NET LEASE

3.1 In addition to the basic rent due pursuant to Article II above, Tenant shall pay to or for the account of Landlord all costs, charges and assessments incurred by Landlord as owner of the reversionary interest in the Demised Premises including any real estate or personal property taxes, (or payments in lieu thereof), assessments, liens, license and permits fees and all other charges of any government or governmental authority, general or special, foreseen or unforeseen, of any kind or nature whatsoever, which at any time prior to or during the term hereof may be assessed, liened, confirmed, imposed upon, or grow out of or become due and payable out of or in respect of or become a lien on, the Demised Premises or any building or improvement now or hereafter erected thereon, or any part thereof or by reason of any operations conducted therein or thereupon (hereinafter collectively referred to as the "Impositions"). If any imposition is a charge on a larger tract of which the Demised Premises are a part, the Imposition shall be pro rated between the Demised Premises and the larger tract on the basis of acreage.

3.2 Impositions payable by Tenant hereunder shall be payable to Landlord or to the assessing agency, as Landlord shall direct, and shall be due no later than 20 days before the date when such sums are payable, without penalty, to the assessing agency, provided Landlord shall have supplied Tenant with a copy of the bill or voucher for such Imposition rendered to Landlord. Landlord shall furnish Tenant with a statement showing the pro rate amount due hereunder.

3.3 This lease is intended to be a net lease with all costs of owning, operating, maintaining, repairing and restoring the Demised Premises borne by the Tenant.

ARTICLE IV - TENANTS OBLIGATION TO OPERATE A COUNTRY CLUB: MEMBERS; UTILITIES; INSURANCE; GREENS FEES

4.1 Tenant shall occupy, operate, improve, repair, restore and maintain the Demised Premises (including buildings and improvements thereon) as a Country Club (hereinafter the "Country Club") including a golf course of at least 18 holes, a club house and related facilities and equipment (hereinafter the "Country Club Facilities"), at its expense, in good condition and repair, and for no other purpose. Tenant shall make the Country Club Facilities available to the "Members of the Country Club" (as that term is hereinafter defined), subject to payment of such fees and observance of such rules and regulations as Tenant in its absolute discretion may adopt. Tenant shall pay for all utilities consumed on the Demised Premises.

4.2 For the purpose of this lease the Members of the Country Club shall mean any person enrolled by Tenant as a member of the Country Club provided that:

(a) membership shall be in two categories, "General Members" and "Golf Members". Persons who are General Members shall have access to all Country Club Facilities except (subject to the provisions of Section 4.3 following) the golf course and related facilities and club house space reserved by Tenant for golfers. Persons who are Golf Members shall have access to all Country Club Facilities including the golf course and related facilities and club house space. Tenant shall limit the number of Golf Members to such number as shall in Tenant's judgment permit uncongested use of the golf course.

(b) All "Home Owners" (as that term is defined in the Declaration of Covenants and Easements for Hershey's Mill executed by Landlord dated April 24, 1978, and recorded in the Office of the Chester County Recorder of Deeds in Deed Book 405 (Beginning at page 180) and bona fide residents of the "House" (as that term is defined in the said Declaration) owned by such Home Owner shall have the right to be General Members upon payment of the membership fee set by Tenant. In addition, Home Owners and bona fide residents of their Houses shall be given priority (in the order that their applications are received) over persons who are not Home Owners to be admitted as Golf Members upon payment of the membership fee set by Tenant as such memberships become available. Golf Memberships shall be renewable on an annual basis. Tenant may admit any qualified applicant as a General Member whether or not such person is a Home Owner.

4.3 Tenant may make the golf course and related facilities available to anyone upon payment of a greens fee (in an amount to be determined by Tenant) whether or not such person is a General Member or a Golf Member provided that Tenant has determined, in its discretion, that such use of the golf course by non-members will not unreasonably interfere with the use of the golf course by Golf Members. Home Owners and bona fide residents of their Houses shall have priority over persons who are not Home Owners in the use of the golf course on a greens fee basis.

Tenant may make the restaurant in the club house available to the general public, and in that connection Tenant shall have such reasonable right of access to public streets over Landlord's property as shall be necessary to give the general public access to the premises.

4.4 Tenant shall maintain, at its expense, at all times during the term of this lease, insurance of the Demised Premises of the types, containing the clauses and in the amounts, provided as follows:

(a) Property insurance on a so-called "all risk" basis naming Tenant only as the insured covering all buildings and improvements situate upon the Demised Premises, all furniture and furnishings therein and all fixtures and equipment affixed to and considered part of the real estate. Such insurance will be on a full insurable replacement cost basis, without reduction for depreciation, but may be subject to a deductible provision in an amount of up to one thousand dollars (\$1,000) for each occurrence. The proceeds of such insurance shall be payable to the Tenant to fund the costs incurred by the tenant to restore the damage pursuant to Section 4.1 hereof, with any excess being the property of the Tenant.

(b) Comprehensive general liability insurance covering as named insureds the Landlord and the Tenant against liability to the public relating to the operation, maintenance or use of the Demised Premises. Limits of liability including personal injury shall be at least one million dollars (\$1,000,000) combined single limit bodily injury and/or property damage or both combined.

(c) Workers' Compensation insurance and Employers' Liability as required by Law for any employees of the Tenant.

(d) All policies obtained pursuant to the provisions of this subsection shall provide that they shall not be cancelled or modified without thirty (30) days' prior written notice to the Landlord.

4.5 Tenant shall not be obliged to perform any of the undertakings set forth in this Article IV if such performance would be in violation of any applicable law, ordinance, regulation or order provided that Tenant shall use its best efforts to obtain, at its expense, all permits, licenses and approvals required to perform those undertakings which, by their terms, are obligatory.

ARTICLE V - INDEMNITY

5.1 Tenant agrees to indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from Tenant's use of the Demised Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant, in or about the Demised Premises, and will further indemnify and save Landlord harmless against and from any and all claims arising from any breach or default on Tenant's part in the performance of any covenant or agreement on Tenant's part to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding be brought against Landlord, by reason of any such claim. Tenant, upon notice from Landlord, covenants to resist or defend at Tenant's expense such action or proceeding by counsel reasonably satisfactory to Landlord. Tenant, as a

material part of the consideration to Landlord, hereby assumes all risk of damage to property in or upon the Demised Premises from any source and to whomever belonging, and Tenant hereby waives all claims in respect thereof against Landlord and agrees to defend and save Landlord harmless from and against any such claims by others.

ARTICLE VI - EMINENT DOMAIN

6.1 If all of the Demised Premises, or such material part thereof as, in the sole judgment of the Tenant, shall render unfeasible the continued operation of the Demised Premises as a golf course is taken or condemned by any public or quasi public authority pursuant to the power of eminent domain or deed in lieu thereof, Tenant may terminate this Lease by written notice to Landlord. Tenant shall be entitled to receive all condemnation awards and may, but need not, apply such proceeds to restore the Demised Premises. All excess amounts following restoration shall belong to Landlord.

ARTICLE VII - ECONOMIC ABANDONMENT

7.1 If Tenant shall determine, in its sole judgment, that the continued operation of the Country Club is not in Tenant's economic interest, Tenant may terminate this Lease by written notice to Landlord.

ARTICLE VIII - SUBLEASING AND ASSIGNMENT

8.1 Tenant may assign or sublease all or any part of its rights hereunder to any one or more corporations, partnerships, natural persons or other entities who agree to assume and be bound by Tenant's obligations hereunder. Upon such assignment or sublease, Tenant will be relieved of all liability or obligation hereunder unless the transferee is a subsidiary or affiliate of Tenant.

8.2 Tenant may sublease a portion of the Demised Premises to one or more corporations, partnerships, natural persons or entities for the purpose of constructing and operating thereon a sanitary sewer spray field to serve the occupants of the "Hershey's Mill Land" (as that term is defined in the Declaration described in Section 4.2 hereof), provided that such sublet use does not interfere with the free and unfettered use of the Country Club.

8.3 Except as provided in Sections 8.1 and 8.2 hereof, Tenant may not sublet or assign its rights hereunder without Landlord's prior written approval, but nothing herein shall restrict or limit the free transferability of Tenant's stock, or its right to merge or consolidate into or with or sell its assets to another corporation, provided that the surviving corporation shall assume and agree to be bound by Tenant's obligations hereunder.

8.4 The terms and conditions of this Lease shall benefit and bind the heirs, personal representatives, successors and assigns (subject to the limitations set forth in this Section) of the parties hereto.

ARTICLE IX - QUIET ENJOYMENT

9.1 Landlord covenants that Tenant, upon performing all of its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Demised Premises for the term of this Lease subject to all of the covenants, terms and conditions herein contained, to the mortgages to which this Lease is or shall be subject and subordinate and to the provisions of any applicable statutes, ordinances, rules and regulations.

ARTICLE X - ENTIRE AGREEMENT

10.1 It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements, conditions and understandings between Landlord and Tenant relative to the Demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

ARTICLE XI - CERTAIN ZONING REQUIREMENTS

11.1 It is intended that the Golf Course shall be and remain part of the Common Open Space under the Master Declaration. Accordingly, as required by Section 204.7 of the Zoning Ordinance of East Goshen Township, all residents of the Declared Hershey's Mill Land (as defined in the Master Declaration) shall have access to the Golf Course (whether or not they are Members of the Country Club) for the purpose of hiking, bird-watching and other related outdoor recreational uses provided that such uses shall not unduly interfere with the playing of golf or cause damage to the Golf Course, and provided further that nothing contained in this Article XI shall be deemed to grant any rights to any person to play golf on the Golf Course, and Tenant shall maintain the Golf Course for those purposes in accordance with the terms of the Master Declaration.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed and their respective corporate seals affixed by duly authorized corporate officers on the day and year first above written.

LANDLORD:

WEST CHESTNUT REALTY CORP.

By David F. Crockett s/s
President

TENANT:

HERSHEY'S MILL GOLF CLUB, INC.

By David Acton s/s
President

EXHIBIT A to Country Club Lease Agreement

DESCRIPTION OF No. 1 FAIRWAY, No. 2 FAIRWAY, No. 3 FAIRWAY, No. 6 FAIRWAY, No. 7 FAIRWAY, No. 9 FAIRWAY, No. 10 FAIRWAY, No. 17 FAIRWAY, AND No. 18 FAIRWAY WITHIN HERSHEY'S MILL EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel of land within lands of East Goshen Township, designated as No. 1 Fairway, No. 2 Fairway, No. 3 Fairway, No. 6 Fairway, No. 7 Fairway, No. 9 Fairway, No. 10 Fairway, No. 17 Fairway, and No. 18 Fairway on a plan entitled Final Hershey's Mill Plan, Drawing CP-2, Sheet 2 of 3, and Drawing CP-3, Sheet 3 of 3, prepared for Hershey's Mill, prepared by G. S. Winters & Associates, Inc., dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point at the northwesterly-most corner of lands of Eaton Village, said point being along easterly right-of-way line of Mill Drive (33.00' wide private road); thence

1. Along the easterly right-of-way line of Mill Drive, N15°50'10"E, a distance of 107.78 feet to a point; thence
2. Continuing along easterly right-of-way line of Mill Drive, N21°19'26"E a distance of 125.25 feet to a point; thence
3. Continuing along easterly right-of-way line of Mill Drive, N23°27'21"E, a distance of 77.25 feet to a point common to lands of Franklin Village; thence
4. Leaving the easterly right-of-way line of Mill Drive and continuing along lands of Franklin Village, S76°51'20"E a distance of 126.86 feet to a point; thence
5. N70°20'00"E a distance of 980.00 feet to a point; thence
6. S67°30'00"E a distance of 55.00 feet to a point; thence
7. S15°14'00"E a distance of 198.00 feet to a point; thence
8. Still along lands of Franklin Village, N74°46'00"E a distance of 175.00 feet to a point; thence
9. N14°00'43"W a distance of 338.60 feet to a point common to lands of Hershey's Mill Master Association; thence
10. Leaving lands of Franklin Village and along the lands of Hershey's Mill Master Association, N75°59'17"E a distance of 143.54 feet to a point; thence
11. S57°06'36"E a distance of 249.36 feet to a point; thence
12. S05°31'25"W a distance of 725.39 feet to a point; thence
13. Still along lands of Hershey's Mill Master Association, N81°08'10"E a distance of 61.93 feet to a point; thence
14. S10°50'59"E a distance of 14.79 feet to a point; thence
15. S84°08'31"W a distance of 65.69 feet to a point; thence

16. S03°09'39"E a distance of 174.90 feet to a point; thence
17. Still along lands of Hershey's Mill Master Association, S09°54'50"E a distance of 189.80 feet to a point; thence
18. S31°18'42"E a distance of 64.47 feet to a point; thence
19. N84°15'52"E a distance of 27.61 feet to a point; thence
20. N32°27'19"E a distance of 321.29 feet to a point; thence
21. Still along lands of Hershey's Mill Master Association, N54°44'46"E a distance of 318.43 feet to a point; thence
22. N30°43'47"W a distance of 129.21 feet to a point; thence
23. N61°53'17"E a distance of 90.31 feet to a point; thence
24. S42°45'21"E a distance of 425.28 feet to a point; thence
25. Still along lands of Hershey's Mill Master Association, S25°53'21"W a distance of 148.01 feet to a point; thence
26. S37°08'52"W a distance of 31.61 feet to a point; thence
27. S13°20'10"E a distance of 167.23 feet to a point; thence
28. S64°54'51"E a distance of 91.10 feet to a point; thence
29. Still along lands of Hershey's Mill Master Association, N88°19'19"E a distance of 278.07 feet to a point; thence
30. N85°07'58"E a distance of 153.45 feet to a point; thence
31. N72°36'48"E a distance of 113.34 feet to a point; thence
32. N83°53'22"E a distance of 355.50 feet to a point; thence
33. Still along lands of Hershey's Mill Master Association, N72°21'12"E a distance of 67.50 feet to a point; thence
34. N30°21'31"E a distance of 17.63 feet to a point; thence
35. N02°31'32"W a distance of 182.99 feet to a point; thence
36. N32°06'43"W a distance of 71.68 feet to a point; thence
37. Still along lands of Hershey's Mill Master Association, N10°59'13"E a distance of 64.42 feet to a point; thence
38. N83°31'34"W a distance of 45.31 feet to a point common to lands of Jefferson Village; thence
39. Along lands of Jefferson Village, N06°28'26"E a distance of 433.87 feet to a point; thence

40. N65°22'35"E a distance of 54.00 feet to a point; thence
41. N11°35'28"W a distance of 533.71 feet to a point; thence
42. N26°54'13"W a distance of 300.00 feet to a point; thence
43. Still along lands of Jefferson Village, N34°26'10"W a distance of 529.55 feet to a point; thence
44. S66°00'00"W a distance of 43.93 feet to a point on a curve along easterly right-of-way line of Chandler Drive (33.00' wide private road); thence
45. Along easterly right-of-way line of Chandler Drive, following a curve to the right, having a radius of 228.86 feet for an arc distance of 244.22 feet to a point of compound curvature; thence
46. Continuing along easterly right-of-way line of Chandler Drive, following a curve to the right, having a radius of 4042.61 feet for an arc distance of 75.98 feet to a point common to lands of Ashton Village; thence
47. Leaving the easterly right-of-way line of Chandler Drive, along lands of Ashton Village, S19°00'00"E a distance of 63.71 feet to a point; thence
48. Continuing along lands of Ashton Village, S33°59'00"E a distance of 862.37 feet to a point; thence
49. S10°04'30"E a distance of 200.10 feet to a point; thence
50. S33°41'30"E a distance of 129.79 feet to a point; thence
51. S68°21'00"E a distance of 67.77 feet to a point; thence
52. Still along lands of Ashton Village, N71°34'00"E a distance of 47.45 feet to a point; thence
53. N50°54'30"E a distance of 103.04 feet to a point; thence
54. N07°28'00"E a distance of 461.95 feet to a point; thence
55. N21°24'00"W a distance of 238.53 feet to a point; thence
56. Still along lands of Ashton Village, N08°30'08"W a distance of 411.28 feet to a point; thence
57. N28°37'30"W a distance of 146.89 feet to a point along southerly right-of-way line of Chandler Drive, aforementioned; thence
58. Along southerly right-of-way line of Chandler Drive, N78°35'16"E a distance of 134.82 feet to a point along lands of Brighton Village; thence
59. Leaving the southerly right-of-way line of Chandler Drive, along lands of Brighton Village, S24°04'55"E a distance of 778.27 feet to a point; thence
60. Continuing along lands of Brighton Village, S07°29'45"W a distance of 574.91 feet to a point; thence
61. S28°26'35"E a distance of 136.47 feet to a point; thence
62. S07°41'02"W a distance of 635.71 feet to a point; thence

63. S23°25'43"E a distance of 490.43 feet to a point; thence
64. Still along lands of Brighton Village, S81°32'45"E a distance of 68.72 feet to a point on a curve along the westerly right-of-way line of Chandler Drive; thence
65. Along the westerly right-of-way line of Chandler Drive, following a curve to the right, having a radius of 283.50 feet for an arc distance of 286.70 feet to a point common to lands of Chatham Village; thence
66. Leaving the easterly right-of-way line of Chandler Drive, along lands of Chatham Village, N17°20'16"E a distance of 49.74 feet to a point; thence
67. Continuing along lands of Chatham Village, N25°40'36"W a distance of 576.97 feet to a point; thence
68. N13°33'13"E a distance of 576.04 feet to a point; thence
69. N83°09'27"W a distance of 251.78 feet to a point; thence
70. S04°23'55"W a distance of 391.15 feet to a point; thence
71. S59°02'10"W a distance of 145.77 feet to a point; thence
72. Still along lands of Chatham Village, S10°45'00"W a distance of 610.01 feet to a point; thence
73. S81°02'43"E a distance of 262.29 feet to a point on a curve along the northerly right-of-way line of Chandler Drive, aforementioned; thence
74. Along northerly right-of-way line of Chandler Drive, following a curve to the left, having a radius of 426.50 feet for an arc distance of 333.02 feet, a chord bearing of S76°35'09"W, a chord distance of 324.62 feet to a point; thence
75. S54°13'02"W a distance of 607.56 feet to a point common to lands of Oakmont Village; thence
76. Leaving the northerly right-of-way line of Chandler Drive, along lands of Oakmont Village, N55°26'41"W a distance of 182.04 feet to a point; thence
77. Continuing along lands of Oakmont Village, N85°38'41"W a distance of 436.87 feet to a point; thence
78. N88°10'16"W a distance of 171.91 feet to a point; thence
79. S68°09'54"W a distance of 174.11 feet to a point; thence
80. S20°51'37"W a distance of 99.10 feet to a point on a curve along the northerly right-of-way line of Chandler Drive, aforementioned; thence
81. Following along said northerly right-of-way line of Chandler Drive, following a curve to the left having a radius of 800.00 feet for an arc distance of 247.31 feet to a point of tangency; thence
82. N86°55'20"W a distance of 192.47 feet to a point of curvature; thence
83. Following a curve to the left, having a radius of 1000.00 feet for an arc distance of 107.09 feet to a point of tangency; thence
84. S86°56'32"W a distance of 213.50 feet to a point of curvature; thence

85. Following a curve to the left, having a radius of 1200.00 feet for an arc distance of 239.13 feet to a point of tangency; thence
86. Still along northerly right-of-way line of Chandler Drive, S75°31'29"W a distance of 196.30 feet to a point of curvature; thence
87. Following a curve to the left, having a radius of 900.00 feet for an arc distance of 103.36 feet to a point of tangency; thence
88. S68°56'42"W a distance of 5.41 feet to a point common to lands of Village of Zephyr Hill; thence
89. Leaving the northerly right-of-way line of Chandler Drive, along lands of Village of Zephyr Hill, N10°52'54"W a distance of 252.16 feet to a point; thence
90. Continuing along lands of Village of Zephyr Hill, S68°19'31"W a distance of 232.23 feet to a point common to lands of Hershey's Mill Master Association; thence
91. Along lands of Hershey's Mill Master Association, S50°31'39"W a distance of 194.98 feet to a point along the easterly right-of-way line of Mill Drive, aforementioned; thence
92. Along easterly right-of-way line of Mill Drive, N53°14'31"W a distance of 70.89 feet to a point of curvature; thence
93. Along easterly right-of-way line of Mill Drive, following a curve to the right, having a radius of 332.70 feet for an arc distance of 172.61 feet to a point common to lands of Eaton Village; thence
94. Leaving the easterly right-of-way line of Mill Drive, along lands of Eaton Village, N58°02'21"E a distance of 380.81 feet to a point; thence
95. Continuing along lands of Eaton Village, N74°55'19"E a distance of 441.19 feet to a point; thence
96. S87°54'55"E a distance of 283.88 feet to a point common to lands of Hershey's Mill Master Association; thence
97. Along lands of Hershey's Mill Master Association, S89°43'47"E a distance of 230.08 feet to a point; thence
98. N10°45'15"W a distance of 68.98 feet to a point; thence
99. N08°40'23"E a distance of 60.41 feet to a point; thence
100. N12°38'31"E a distance of 33.03 feet to a point; thence
101. Still along lands of Hershey's Mill Master Association, N03°41'55"E a distance of 24.67 feet to a point; thence
102. N04°01'37"W a distance of 37.91 feet to a point common to lands of Eaton Village; thence
103. Along lands of Eaton Village, N81°04'45"E a distance of 16.07 feet to a point; thence
104. N04°16'34"W a distance of 796.15 feet to a point; thence
105. S70°36'25"W a distance of 573.77 feet to a point; thence
106. S80°16'44"W a distance of 455.54 feet to a point; thence

107. Still along lands of Eaton Village, $S71^{\circ}08'34''W$ a distance of 410.81 feet to a point along easterly right-of-way line of Mill Drive, and first mentioned place of BEGINNING.

**DESCRIPTION OF No. 4 FAIRWAY AND No. 5 FAIRWAY WITHIN HERSHEY'S MILL
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN parcel of land within land of East Goshen Township, designated as No. 4 Fairway and No. 5 Fairway on a plan entitled Final Hershey's Mill Plan, Drawing CP-1, Sheet 1 of 3, prepared by G. S. Winters & Associates, Inc. dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point along the lands of Inverness Village, said point being located the following three (3) courses and distances from the northwesterly most corner of Inverness Village where it intersects with southerly right-of-way line of Green Hill Road (SR2018); thence

- A. Leaving southerly right-of-way line of Green Hill Road and along lands of Inverness Village, $S16^{\circ}49'55''E$ a distance of 229.77 feet to a point; thence
- B. $N69^{\circ}22'28''E$ a distance of 36.55 feet to a point; thence
- C. $S16^{\circ}49'07''E$ a distance of 61.86 feet to a point and place of BEGINNING; thence
 - 1. Continuing along lands of Inverness Village, $N58^{\circ}44'37''E$ a distance of 349.92 feet to a point; thence
 - 2. $S31^{\circ}54'46''E$ a distance of 196.74 feet to a point; thence
 - 3. $S07^{\circ}28'18''E$ a distance of 153.81 feet to a point; thence
 - 4. Still along lands of Inverness Village, $S45^{\circ}19'35''E$ a distance of 140.92 feet to a point; thence
 - 5. $S08^{\circ}00'00''E$ a distance of 420.00 feet to a point along the northerly right-of-way line of Chandler Drive (33.00' wide right-of-way); thence
 - 6. Leaving lands of Inverness Village and along northerly right-of-way line of Chandler Drive, $N78^{\circ}24'49''E$ a distance of 58.29 feet to a point common to lands of Ashton Village; thence
 - 7. Leaving northerly right-of-way line of Chandler Drive, and along lands of Ashton Village, $N00^{\circ}15'00''E$ a distance of 136.40 feet to a point; thence
 - 8. Continuing along lands of Ashton Village, $S80^{\circ}58'00''W$ a distance of 89.77 feet to a point; thence
 - 9. $N78^{\circ}41'30''W$ a distance of 101.99 feet to a point; thence
 - 10. $N23^{\circ}12'00''W$ a distance of 68.56 feet to a point; thence
 - 11. $S74^{\circ}15'00''W$ a distance of 195.31 feet to a point; thence
 - 12. Still along lands of Ashton Village, $S37^{\circ}45'56''W$ a distance of 223.88 feet to a point; thence
 - 13. $S51^{\circ}25'00''W$ a distance of 91.00 feet to a point; thence
 - 14. $N38^{\circ}35'00''W$ a distance of 7.80 feet to a point; thence

15. S51°25'00"W a distance of 61.44 feet to a point; thence
16. Still along lands of Ashton Village, S27°15'00"E a distance of 7.96 feet to a point; thence
17. S51°25'00"W a distance of 86.00 feet to a point; thence
18. S19°00'00"E a distance of 33.74 feet to a point on the curve on the northerly right-of-way line of Chandler Drive, aforementioned; thence
19. Leaving lands of Ashton Village and along northerly right-of-way line of Chandler Drive, following a curve to the left, having a radius of 4,075.61 feet for an arc distance of 76.19 feet to a point of compound curvature; thence
20. Continuing along northerly right-of-way line of Chandler Drive, following a curve to the left, having a radius of 263.17 feet for an arc distance of 153.19 feet to a point common to Hershey's Mill Master Association; thence
21. Leaving northerly right-of-way line of Chandler Drive, and continuing along lands of Hershey's Mill Master Association, N52°11'46"W a distance of 120.69 feet to a point; thence
22. N41°25'35"E a distance of 83.08 feet to a point; thence
23. N64°44'17"E a distance of 72.69 feet to a point; thence
24. N57°08'03"E a distance of 71.37 feet to a point; thence
25. Still along lands of Hershey's Mill Master Association, N09°31'14"E a distance of 96.40 feet to a point; thence
26. N47°14'13"E a distance of 80.27 feet to a point; thence
27. N03°39'46"E a distance of 38.72 feet to a point; thence
28. N57°35'45"E a distance of 70.52 feet to a point; thence
29. Still along lands of Hershey's Mill Master Association, N38°00'26"E a distance of 138.21 feet to a point; thence
30. N13°29'14"E a distance of 134.00 feet to a point; thence
31. N74°42'29"E a distance of 3.58 feet to a point; thence
32. N25°34'54"E a distance of 36.88 feet to a point; thence
33. Still along lands of Hershey's Mill Master Association, N63°26'06"E a distance of 78.61 feet to a point; thence
34. N27°00'19"E a distance of 44.56 feet to a point; thence
35. N16°49'07"W a distance of 213.02 feet to a point common to lands of Inverness Village and first mentioned place of BEGINNING.

**DESCRIPTION OF No. 8 FAIRWAY WITHIN HERSHEY'S MILL
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN parcel of land within lands of East Goshen Township, designated as No. 8 Fairway on a plan entitled Final Hershey's Mill Plan, Drawing CP-1, Sheet 1 of 3, prepared by G. S. Winters & Associates, Inc., dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point along the northeasterly corner of lands of Devonshire Village (Parcel 1), said point being along the southerly right-of-way line of Chandler Drive (33.00' wide private road); thence

108. Along right-of-way line of Chandler Drive, N54°13'02"E a distance of 587.87 feet to a point; thence
109. Leaving right-of-way line of Chandler Drive, and along lands of Hershey's Mill Master Association, S35°46'58"E a distance of 36.11 feet to a point; thence
110. Continuing along lands of Hershey's Mill Master Association, S36°41'35"E a distance of 33.63 feet to a point; thence
111. S65°02'01"E a distance of 77.50 feet to a point; thence
112. N80°27'11"E a distance of 64.19 feet to a point; thence
113. N57°04'25"E a distance of 33.22 feet to a point; thence
114. Still along lands of Hershey's Mill Master Association, N80°50'33"E a distance of 72.84 feet to a point; thence
115. S88°35'07"E a distance of 90.21 feet to a point; thence
116. S85°01'42"E a distance of 98.12 feet to a point; thence
117. S73°35'03"E a distance of 48.55 feet to a point; thence
118. Still along lands of Hershey's Mill Master Association, S35°24'32"E a distance of 43.56 feet to a point; thence
119. N70°39'18"E a distance of 69.03 feet to a point; thence
120. S71°11'21"E a distance of 138.95 feet to a point; thence
121. S47°10'13"E a distance of 56.85 feet to a point; thence
122. Still along lands of Hershey's Mill Master Association, S62°16'06"E a distance of 111.22 feet to a point; thence
123. Continuing along lands of Hershey's Mill Master Association, S78°02'36"E a distance of 121.69 feet to a point; thence
124. N28°58'39"E a distance of 11.94 feet to a point; thence
125. N51°44'07"W a distance of 22.95 feet to a point; thence
126. Still along lands of Hershey's Mill Master Association, N45°46'25"W a distance of 63.93 feet to a point; thence

127. N56°28'11"W a distance of 46.69 feet to a point; thence
128. N66°50'48"W a distance of 52.29 feet to a point; thence
129. N35°45'10"W a distance of 44.67 feet to a point; thence
130. Still along lands of Hershey's Mill Master Association, N59°32'28"W a distance of 17.33 feet to a point; thence
131. N73°41'16"W a distance of 36.81 feet to a point; thence
132. N29°18'18"W a distance of 17.99 feet to a point; thence
133. N18°40'21"E a distance of 67.66 feet to a point; thence
134. Still along lands of Hershey's Mill Master Association, N18°47'55"W a distance of 38.97 feet to a point on a curve along southerly right-of-way line of Chandler Drive, aforementioned; thence
135. Along southerly right-of-way line of Chandler Drive, following a curve to the left having a radius of 316.50 feet for an arc distance of 12.79 feet to a point along lands of Hershey's Mill Master Association; thence
136. Leaving the southerly right-of-way line of Chandler Drive, along lands of Hershey's Mill Master Association, S24°24'38"E a distance of 37.37 feet to a point; thence
137. Continuing along lands of Hershey's Mill Master Association, S14°56'48"W a distance of 77.46 feet to a point; thence
138. S68°32'40"E a distance of 49.35 feet to a point; thence
139. S35°28'08"E a distance of 47.59 feet to a point; thence
140. Continuing along lands of Hershey's Mill Master Association, S65°08'13"E a distance of 38.73 feet to a point; thence
141. Still along lands of Hershey's Mill Master Association, S59°53'18"E a distance of 47.11 feet to a point; thence
142. S51°56'41"E a distance of 27.09 feet to a point; thence
143. S45°36'38"E a distance of 69.83 feet to a point; thence
144. S61°11'34"E a distance of 36.91 feet to a point; thence
145. Still along lands of Hershey's Mill Master Association, S66°31'51"E a distance of 145.42 feet to a point; thence
146. S53°51'07"W a distance of 50.05 feet to a point; thence
147. S61°28'49"W a distance of 180.38 feet to a point; thence
148. S85°33'41"W a distance of 101.07 feet to a point; thence

149. Still along lands of Hershey's Mill Master Association, N34°43'33"W a distance of 35.57 feet to a point; thence
150. N75°06'34"W a distance of 270.21 feet to a point; thence
151. N84°30'12"W a distance of 114.60 feet to a point; thence
152. N56°12'26"W a distance of 123.59 feet to a point; thence
153. Still along lands of Hershey's Mill Master Association, S89°19'27"W a distance of 204.45 feet to a point; thence
154. S27°20'29"W a distance of 157.71 feet to a point common to lands of Devonshire Village (Parcel 2); thence
155. Along lands of Devonshire Village (Parcel 2), N54°48'48"W a distance of 74.77 feet to a point; thence
156. Continuing along lands of Devonshire Village (Parcel 2), S70°35'19"W a distance of 256.88 feet to a point common to lands of Hershey's Mill Master Association; thence
157. Along lands of Hershey's Mill Master Association, S70°35'19"W a distance of 92.04 feet to a point along lands of Devonshire Village (Parcel 1); thence
158. Along lands of Devonshire Village (Parcel 1), N56°07'14"W a distance of 210.50 feet to a point along southerly right-of-way line of Chandler Drive and first mentioned place of BEGINNING.

**DESCRIPTION OF No. 12 FAIRWAY, AND No. 11 FAIRWAY WITHIN HERSHEY'S MILL
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN parcel of land WITHIN LANDS OF East Goshen Township, designated as No. 12 Fairway, and No. 11 Fairway on a plan entitled Final Hershey's Mill Plan, Drawing CP-2, Sheet 2 of 3, and Drawing CP-3, Sheet 3 of 3, prepared for Hershey's Mill, prepared by G. S. Winters & Associates, Inc., dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point located at a corner of Troon Village also being the southwesterly most corner of Village of Zephyr Hill – Phase II, said point being located the following three (3) courses and distances from point being along the easterly right-of-way line of Chandler Drive (33.00' wide private road) at the most northwesterly corner of Troon Village; thence

- A. Leaving the easterly right-of-way line of Chandler Drive and along lands of Troon Village, N23°03'26"E a distance of 115.10 feet to a point; thence
 - B. S65°44'22"E a distance of 101.02 feet to a point; thence
 - C. S50°40'37"E a distance of 119.11 feet to a point and place of BEGINNING; thence
159. Along the lands of Village of Zephyr Hill-Phase II, N57°57'56"E a distance of 217.82 feet to a point; thence
 160. Leaving the lands of Village of Zephyr Hill-Phase II and along lands of Hershey's Mill Homeowners Association, S45°20'50"E a distance of 192.05 feet to a point; thence
 161. Along the lands of Springton Village, S26°31'25"E a distance of 588.35 feet to a point; thence

162. N52°02'17"E a distance of 369.23 feet to a point; thence
163. N37°22'59"E a distance of 228.23 feet to a point; thence
164. N21°13'14"E a distance of 137.56 feet to a point; thence
165. Still along the lands of Springton Village, N18°00'37"E a distance of 445.35 feet to a point; thence
166. N26°26'38"W a distance of 169.54 feet to point; thence
167. N12°58'32"W a distance of 25.16 feet to a point; thence
168. N00°56'11"E a distance of 112.77 feet to a point; thence
169. Still along the lands of Springton Village, N04°37'21"E a distance of 26.59 feet to a point; thence
170. N30°34'04"E a distance of 30.74 feet to a point; thence
171. N43°20'41"E a distance of 70.90 feet to a point along the westerly right-of-way line of Mill Drive(33.00' wide private road); thence
172. Leaving the lands of Springton Village, and along the westerly right-of-way line of Mill Drive, S53°14'31"E a distance of 11.86 feet to a point; thence
173. Leaving westerly right-of-way line of Mill Drive, S43°20'41"W a distance of 70.93 feet to a point along lands of Hershey's Mill Master Association; thence
174. Along lands of Hershey's Mill Master Association, S30°34'04"W a distance of 27.32 feet to a point; thence
175. S04°37'21"W a distance of 25.15 feet to a point; thence
176. S89°10'06"E a distance of 52.40 feet to a point; thence
177. S04°51'27"E a distance of 38.77 feet to a point; thence
178. Still along lands of Hershey's Mill Master Association, S37°00'03"E a distance of 59.83 feet to a point; thence
179. S86°45'22"E a distance of 55.51 feet to a point; thence
180. S00°06'51"E a distance of 49.86 feet to a point; thence
181. N89°21'17"W a distance of 50.19 feet to a point; thence
182. Still along lands of Hershey's Mill Master Association, S60°08'49"W a distance of 29.32 feet to a point; thence
183. S01°17'19"W a distance of 29.76 feet to a point; thence
184. S47°41'33"E a distance of 46.52 feet to a point; thence
185. S78°11'50"E a distance of 89.44 feet to a point; thence

186. Still along lands of Hershey's Mill Master Association, S16°46'34"E a distance of 41.48 feet to a point; thence
187. S02°49'20"W a distance of 114.48 feet to a point along lands of Robynwood Village; thence
188. Leaving lands of Hershey's Mill Master Association and along the lands of Robynwood Village, S02°49'20"W a distance of 474.70 feet to a point; thence
189. Continuing along the lands of Robynwood Village, S33°41'24"W a distance of 250.00 feet to a point; thence
190. S47°43'35"W a distance of 222.99 feet to a point; thence
191. S41°03'18"W a distance of 205.97 feet to a point; thence
192. S64°08'31"W a distance of 194.16 feet to a point; thence
193. Still along the lands of Robynwood Village, N30°41'59"W a distance of 186.08 feet to a point; thence
194. Continuing along the lands of Robynwood Village, S75°03'49"W a distance of 45.12 feet to a point along the lands of Troon Village; thence
195. Leaving lands of Robynwood Village and along the lands of Troon Village, S75°03'49"W a distance of 32.52 feet to a point; thence
196. N48°54'31"W a distance of 296.72 feet to a point; thence
197. N38°57'53"W a distance of 238.53 feet to a point; thence
198. N63°01'04"W a distance of 84.21 feet to a point; thence
199. Still along the lands of Troon Village, N20°41'07"W a distance of 213.00 feet to a point along the southwesterly most corner of Village of Zephyr Hill – Phase II and first mentioned place of BEGINNING.

**DESCRIPTION OF No. 16 FAIRWAY, No. 15 FAIRWAY, No. 14 FAIRWAY and No. 13 FAIRWAY
WITHIN HERSHEY'S MILL
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN parcel of land WITHIN LANDS OF East Goshen Township, designated as No. 16 Fairway, No. 15 Fairway, No. 14 Fairway and No. 13 Fairway on a plan entitled Final Hershey's Mill Plan, Drawing CP-2, Sheet 2 of 3, and Drawing CP-3, Sheet 3 of 3, prepared for Hershey's Mill, prepared by G. S. Winters & Associates, Inc., dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point along the westerly right-of-way line of Mill Drive (33.00' wide private road), said point being located at the northeasterly most corner of Newbury Village where it intersects with westerly right-of-way line of Mill Drive; thence

200. Leaving westerly right-of-way line of Mill Drive and along the lands of Newbury Village, N68°06'41"W a distance of 338.85 feet to a point; thence
201. S53°07'48"W a distance of 75.00 feet to a point; thence
202. S10°12'14"E a distance of 398.04 feet to a point; thence

203. S63°35'34"E a distance of 44.78 feet to a point; thence
204. Still along the lands of Newbury Village, S19°30'00"E a distance of 76.00 feet to a point; thence
205. S04°25'00"W a distance of 99.00 feet to a point; thence
206. Leaving lands of Newbury Village, S52°01'11"W a distance of 114.68 feet to a iron bar along lands of Hershey's Mill Master Association; thence
207. Along lands of Hershey's Mill Master Association, S29°30'39"W a distance of 197.41 feet to a iron bar; thence
208. S32°28'39"W a distance of 489.48 feet to a iron bar; thence
209. N82°29'15"W a distance of 91.02 feet to a iron bar; thence
210. S61°09'04"W a distance of 61.41 feet to a iron bar; thence
211. Still along lands of Hershey's Mill Master Association, S35°46'48"E a distance of 80.93 feet to a iron bar; thence
212. N78°59'15"W a distance of 67.82 feet to a iron bar; thence
213. S85°54'56"W a distance of 33.80 feet to a iron bar; thence
214. S33°45'10"W a distance of 26.49 feet to a iron bar; thence
215. Still along lands of Hershey's Mill Master Association, N44°38'23"W a distance of 65.88 feet to a iron bar; thence
216. N55°09'26"W a distance of 264.14 feet to a iron bar; thence
217. N53°13'27"W a distance of 134.58 feet to a iron bar; thence
218. N75°36'59"W a distance of 20.27 feet to a iron bar; thence
219. Still along lands of Hershey's Mill Master Association, S72°54'11"W a distance of 15.65 feet to a iron bar; thence
220. S48°51'36"W a distance of 133.17 feet to a iron bar; thence
221. S25°38'53"E a distance of 119.44 feet to a iron bar; thence
222. S46°14'54"E a distance of 99.54 feet to a iron bar; thence
223. Still along lands of Hershey's Mill Master Association, S80°54'48"E a distance of 65.24 feet to a iron bar; thence
224. S34°58'46"E a distance of 81.33 feet to a iron bar; thence
225. S15°01'23"W a distance of 53.71 feet to a iron bar; thence
226. S31°04'50"E a distance of 65.99 feet to a iron bar; thence

227. Still along lands of Hershey's Mill Master Association, S64°56'31"E a distance of 90.82 feet to a iron bar; thence
228. S01°52'05"W a distance of 55.59 feet to a iron bar; thence
229. S65°10'37"E a distance of 295.75 feet to a point along lands of the Village of Zephyr Hill-Phase II; thence
230. Along the lands of Village of Zephyr Hill-Phase II, S57°57'56"W a distance of 118.00 feet to a point; thence
231. S36°53'24"W a distance of 147.78 feet to a point along Troon Village; thence
232. Leaving lands of the Village of Zephyr Hill – Phase II, N65°44'22"W a distance of 101.02 feet to a point; thence
233. Leaving lands of Troon Village and along lands of Hershey's Mill Master Association, N50°46'35"W a distance of 32.84 feet to a iron bar; thence
234. N50°53'16"W a distance of 114.09 feet to a iron bar; thence
235. N78°52'11"W a distance of 60.70 feet to a iron bar; thence
236. N43°19'59"W a distance of 105.24 feet to a iron bar; thence
237. Still along lands of Hershey's Mill Master Association, N04°21'20"E a distance of 53.32 feet to a iron bar; thence
238. N55°34'41"W a distance of 112.01 feet to a iron bar; thence
239. S70°24'14"W a distance of 68.35 feet to a iron bar; thence
240. N35°17'19"W a distance of 151.18 feet to a iron bar; thence
241. Still along lands of Hershey's Mill Master Association, N49°16'38"W a distance of 54.18 feet to a iron bar; thence
242. S57°42'50"W a distance of 12.89 feet to a point; thence
243. N32°17'10"W a distance of 216.80 feet to a point along lands of Ulster Village; thence
244. N28°51'08"W a distance of 657.60 feet to a point along lands of Hershey's Mill Master Association; thence
245. Leaving lands of Ulster Village and along lands of Hershey's Mill Master Association, N61°06'13"E a distance of 98.90 feet to a iron bar; thence
246. Along same, N64°53'05"E a distance of 163.30 feet to a iron bar; thence
247. N45°54'53"E a distance of 89.20 feet to a iron bar; thence
248. S53°46'26"E a distance of 121.81 feet to a iron bar; thence
249. S01°25'19"E a distance of 19.85 feet to a iron bar; thence

250. Still along lands of Hershey's Mill Master Association, S50°54'51"E a distance of 279.29 feet to a iron bar; thence
251. N46°00'16"E a distance of 22.54 feet to a iron bar; thence
252. S60°02'20"E a distance of 64.57 feet to a iron bar; thence
253. S32°12'41"E a distance of 69.89 feet to a iron bar; thence
254. Still along lands of Hershey's Mill Master Association, S49°47'55"E a distance of 45.38 feet to a iron bar; thence
255. S26°58'59"E a distance of 63.55 feet to a iron bar; thence
256. S52°46'06"E a distance of 43.95 feet to a iron bar; thence
257. N87°15'01"E a distance of 40.92 feet to a iron bar; thence
258. Still along lands of Hershey's Mill Master Association, S60°25'15"E a distance of 38.26 feet to a iron bar; thence
259. S17°53'31"E a distance of 56.09 feet to a iron bar; thence
260. S28°28'58"E a distance of 32.65 feet to a iron bar; thence
261. S62°05'44"E a distance of 87.60 feet to a iron bar; thence
262. Still along lands of Hershey's Mill Master Association, S38°18'20"E a distance of 85.84 feet to a iron bar; thence
263. S48°49'55"E a distance of 36.85 feet to a iron bar; thence
264. N81°06'17"E a distance of 93.93 feet to a iron bar; thence
265. N34°18'33"E a distance of 105.59 feet to an iron pipe along lands of Kennett Village; thence
266. Leaving lands of Hershey's Mill Master Association and along the lands of Kennett Village, N34°23'39"E a distance of 180.57 feet to an iron pipe; thence
267. N20°34'46"E a distance of 287.34 feet to an iron pipe; thence
268. N07°08'46"E a distance of 337.62 feet to an iron pipe; thence
269. N23°07'20"W a distance of 435.79 feet to a point; thence
270. Still along lands of Kennett Village, N13°04'10"E a distance of 163.00 feet to a point; thence
271. N27°46'03"E a distance of 127.76 feet to a point; thence
272. N70°05'42"E a distance of 78.00 feet to a point; thence
273. S82°21'49"E a distance of 53.89 feet to a point; thence

274. Still along lands of Kennett Village, S69°23'29"E a distance of 643.29 feet to a point along said westerly right-of-way line of Mill Drive; thence
275. Along the westerly right-of-way line of Mill Drive, S21°19'26"W a distance of 125.96 feet to a point of curvature; thence
276. Following a curve to the left, having a radius of 596.50 feet for an arc distance of 114.28 feet to a point of tangency; thence
277. Continuing along westerly right-of-way line of Mill Drive, S10°20'50"W a distance of 22.71 feet to a point along the northeasterly most corner of Newbury Village, aforementioned and first mentioned place of BEGINNING.

EXHIBIT C-1

GOLF COURSE SUBLEASE AGREEMENT

THIS SUBLEASE made this _____ day of January, 2009 between HERSHEY'S MILL GOLF CLUB, INC., a Pennsylvania business corporation ("Sublessor") and GREEN HILL SEWER ASSOCIATION, a Pennsylvania nonprofit corporation ("Sublessee") provides:

Background

West Chestnut Realty Corp., a Pennsylvania business corporation ("West Chestnut") has heretofore leased the premises described in Exhibit "A" attached hereto (the "Golf Course Premises") to Sublessor pursuant to a Country Club Lease Agreement dated July 1, 1980 (the "Country Club Lease") which provides, in Section 8.2 thereof, for this Sublease. All of West Chestnut's right, title and interest in and to the said Country Club Lease was, on May 9, 1984, assigned to Hershey's Mill Homeowners Association, a Pennsylvania nonprofit corporation. This Sublease replaces a prior sublease between the Parties hereto dated July 1, 1980 which prior sublease is hereby terminated, cancelled and annulled. However, all of the terms and conditions of other documents, including but not limited to the Sewer Facilities Modification Agreement and Mutual Release dated May 28, 1998 (the "Modification Agreement") remain unchanged and in full force and effect. The said other documents are those itemized and described in Section 1 of the Recitals Article in the aforesaid Modification Agreement, except for the Easement Agreement between West Chestnut and the Sublessee dated July 1, 1980 which is intended to be modified so as to conform to the terms and conditions of this Sublease.

Sublessee provides sanitary sewer disposal services to its members through a spray irrigation facility (the "Sanitary Sewer Facilities") constructed or to be constructed in part upon the Golf Course Premises. That portion of the said spray irrigation facility constructed or to be constructed upon the Golf Course Premises

includes a system of distribution pipes and spray heads, and appurtenant valves, either above or below ground, and is hereinafter referred to as the "Golf Course Spray Irrigation Facilities". The underground main trunk lines and five satellite controllers (#s 3, 4, 6, 8 & 12) that traverse the golf course and continue on to feed spray fields in addition to the golf course spray field are hereinafter referred to as the "Shared Irrigation Facilities" which do not include the branch pipe lines and their connections at various loci to the main trunk lines as well as the other electronic controls all of which are utilized to water the Golf Course Premises.

SUBLEASE AGREEMENT

ARTICLE I

LEASED RIGHTS; TITLE TO FACILITIES; TERM

1.1 Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, the following rights (the "Leased Rights" and/or "Leased Property") over, across and under the Golf Course Premises for and during the term of the Country Club Lease:

a. the free and uninhibited rights to construct, install, operate, repair, replace, alter, remove, relocate and maintain the Golf Course Spray Irrigation Facilities in accordance with plans prepared by Sublessee, which Facilities shall be and remain the property of Sublessee (provided that Sublessee shall notify Sublessor prior to commencement of any construction or relocation of the Golf Course Spray Irrigation Facilities and Sublessor shall have the right, prior to such commencement, upon request, to review such plans and require reasonable changes therein if necessary, in Sublessor's reasonable judgment, to prevent undue interference with the use and enjoyment of the Golf Course Premises by the members of the "Country Club" as defined in the Country Club Lease); to store and secure construction materials and equipment during the performance of work; to erect, maintain and lock fences, walls, shelters and other devices and improvements to protect and limit access to the Golf Course Spray Irrigation Facilities; and to have available at all times the necessary lateral and subjacent support for all improvements and the access to the Leased Property necessary to the exercise of the aforesaid rights; and

b. subject to Article IV of this Agreement, the right to spray treated sanitary sewage effluent from the Golf Course Spray Irrigation Facilities upon the Golf Course Premises in accordance with the Permit issued to the Sublessee by the Pennsylvania Department of Environmental Protection (PA DEP).

ARTICLE II

COST FOR MAINTENANCE AND REPLACEMENT OF GOLF COURSE SPRAY IRRIGATION FACILITIES

2.1 During the Term hereof, the Sublessor shall operate, maintain, restore and repair the Golf Course Spray Irrigation Facilities at its sole cost and expense.

Sublessor and Sublessee shall share equally in any costs required to maintain and repair the Shared Irrigation Facilities which are described hereinabove as being the underground main trunk lines and five satellite controllers (#s 3, 4, 6, 8 & 12) that traverse the golf course and continue on to feed spray fields in addition to the golf course spray field and do not include the branch pipe lines and their connections at various loci to the main trunk lines as well as the other electronic controls, all of which are utilized to spray only the Golf Course Premises.

2.2 The parties hereto understand and agree that the Leased Rights described in Article I hereinabove benefit both parties in that the Sublessor will not be required to arrange and pay for the necessary watering of the Golf Course to a Third Party and the Sublessee will have an additional spray field to dispose of its treated sanitary sewage effluent. In recognition of the said mutual benefit, the parties hereto agree to share equally in the cost of installing and replacing the said Golf Course Spray Irrigation Facilities when that becomes necessary. The decision to replace the Golf Course Spray Irrigation Facilities will be made only when both parties hereto agree that it is necessary to do so. However, if it has been twenty (20) years since the last replacement, or if Sublessor can demonstrate that it has spent more than 10% of the estimated cost of replacement on repairs in each of the prior two years, Sublessor may make the binding decision to replace the Facilities, provided that Sublessor submits to Sublessee a copy of a qualified professional's report recommending replacement and a copy of plans and specifications detailing the replacement.

2.3 Sublessee will pay to Sublessor its one half share of the costs required to maintain and repair the "Shared Irrigation Facilities" (as such phrase is defined hereinabove) within 10 days after presentation of a bill therefor.

ARTICLE III IMPOSITIONS

3.1 The parties hereto acknowledge that present Pennsylvania law prohibits the imposition of a separate assessed value and real estate tax on the common facilities of a planned community for the reason that the assessed value of each unit in a planned community includes the value of that unit's appurtenant interest in the said common facilities. However, the Sublessor, as Tenant of the Country Club Lease of the Golf Course Premises is now obligated to pay and has been paying a separate real estate tax on the Golf Course Premises by virtue of its interest in the said Country Club Lease. In the event that any new charges are incurred by the Sublessor as Tenant under the Country Club Lease, including any taxes (such as real estate or personal property taxes, or payments in lieu thereof), assessments, levies, licenses and permit fees of any kind or nature whatsoever, by reason of the use of the Golf Course Spray Irrigation Facilities as a sanitary sewer effluent disposal system (hereinafter collectively referred to as "Impositions") then such Impositions shall be either paid or reimbursed, as the case may be, by the Sublessee to the Sublessor within 10 days after the presentation of a bill therefor.

3.2 Sublessee shall have the right, at its cost and expense, to contest the amount or validity of any such Impositions, in whole or in part, by appropriate proceedings diligently conducted by Sublessee in good faith (but only after payment or reimbursement by Sublessee of such imposition, or provision for such payment or reimbursement which is satisfactory to Sublessor). Sublessee's obligation to reimburse Sublessor for any Imposition shall be reduced to the extent Sublessor obtains any discount for the prompt payment of any bill or statement with respect to such Imposition, but Sublessor shall not be required to pay any such bill or statement within the discount period.

ARTICLE IV
CONCERNING OPERATION OF
THE GOLF COURSE SPRAY IRRIGATION FACILITIES

(a) 4.1 The Sublessee, recognizing that the operation of the Golf Course Spray Irrigation Facilities requires the adherence to sound and proper engineering practices in order for the Golf Course Spray Irrigation Facilities to perform the functions for which they were designed and to avoid annoyance or inconvenience to the members or users of the Country Club, or physical damage to the Golf Course Premises, agrees that, unless to avoid an emergency and in order to comply with its obligations to dispose of Treated Sanitary Effluent in a timely manner and in accordance with its PA DEP permit, or otherwise permitted by Sublessor, no spraying will be done during daylight hours.

4.2 The Sublessor acknowledges that the Modification Agreement (referred to hereinabove in the first paragraph of the Background Section) provides that it will not look to the Sublessee for any relief from any deficiency in the operation of the sewage system nor seek injunctive relief, damages, nor any other equitable, legal or administrative relief against the Sublessee by reason of any interference with golfing or other activities or injury to the course surfaces or for any other reason because the sewage system, as expanded, is for any reason incapable of performing its function without such interference or injury. Sublessee's sole obligation is to operate and maintain the system in accordance with sound engineering practices and in accordance with the terms of the permit issued by the PA DEP, notwithstanding any requirement to the contrary which may be contained in any prior sublease or agreement.

4.3 In the event of any dispute between the parties hereto as to what constitutes sound engineering practices or design limitation, either party may, at its expense, seek a determination thereof by an independent engineering firm experienced in spray irrigation sewage disposal systems (herein referred to as a "Qualified Engineer"). In the event of a dispute between Qualified Engineers employed by each party, the matter will be referred to the Pennsylvania Department of Environmental Protection ("PA DEP") whose decision will be final. If PA DEP is unable or unwilling for any reason to render a decision, the matter will be referred to arbitration under the rules of the American Arbitration Association.

ARTICLE V
INDEMNITY AND INSURANCE

5.1 Sublessee agrees to defend, indemnify and save harmless Sublessor against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from the condition or operation of the Golf Course Spray Irrigation Facilities or from Sublessee's use thereof or the conduct of its business or exercise of any of its rights hereunder or from any action, inaction, condition, happening or occurrence whatever, permitted or suffered by Sublessee, in or about the Leased Property, and will further indemnify and save Sublessor harmless against and from any and all claims arising from any covenant or agreement on Sublessee's part in the performance of any covenant or agreement on Sublessee's part to be performed pursuant to the terms of this Sublease, or arising from any act or negligence of Sublessee, or any of its agents, contractors, servants, employees, licensees or subtenants and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Sublessor by reason of any such claim, Sublessee, upon notice from Sublessor, covenants to resist or defend at Sublessee's expense such action or proceeding by counsel reasonably satisfactory to Sublessor.

5.2 Sublessee will maintain in full force and effect at all times during the term of this Sublease public liability insurance with respect to the operation of the Golf Course Spray Irrigation Facilities with responsible insurance companies licensed to do business in the Commonwealth of Pennsylvania insuring Sublessor and Sublessee and their respective officers, directors, agents and employees in such amounts as may be reasonably required from time to time by Sublessor. Sublessor acknowledges that the limits carried by Sublessee on the date hereof are adequate.

ARTICLE VI
SUBLESSOR'S RIGHTS.

6.1 Sublessee covenants and agrees that Sublessor shall at all reasonable times, after notice to Sublessee, have the right by itself or its duly authorized agents, to unlock (if necessary), enter upon and inspect the Golf Course Spray Irrigation Facilities or the Leased Property.

6.2 If Sublessee shall at any time fail to pay or reimburse any Imposition or otherwise protect the Golf Course Spray Irrigation Facilities or the Leased Property, or to take out, carry, pay for, or maintain any of the insurance policies as provided for hereunder, or to make any other payment, or to perform or do any other act, matter or thing on its part to be done or performed hereunder, Sublessor after ten (10) days' notice to Sublessee (or without any notice in case of an emergency or the nonpayment of, or failure to reimburse, any Imposition) without waiving or releasing Sublessee from any obligation imposed hereunder, may (but shall be under no obligation to):

- (a) pay any Imposition; and

- (b) protect the Golf Course Spray Irrigation Facilities or the Leased Property and any part thereof; and
- (c) take out, carry, pay for and maintain any of said insurance policies; and
- (d) make any other payment or perform or do any other act, matter or things on Sublessee's part to be paid, performed or done hereunder; and
- (e) enter upon the Leased Property, and take all such action thereon as may be appropriate, for the purpose of exercising Sublessor's rights under clauses (a), (b), (c) and (d) hereinabove.

ARTICLE VII
CERTAIN OBLIGATIONS AND COVENANTS OF SUBLESSEE AND
SUBLESSOR

7.1 Sublessee covenants and agrees that it will without demand:

- (a) Comply with any requirements of any of the duly constituted public authorities and with the terms of any State or Federal statute or local ordinance or regulation applicable to Sublessee or its use of the Golf Course Spray Irrigation Facilities or to the Leased Property, and save Sublessor harmless from penalties, fines, costs of damages resulting from failure to do so;
- (b) Use every reasonable precaution against fire and casualty;
- (c) Use reasonable precautions to protect the Golf Course Premises from damage and from interference with the use and enjoyment thereof during the course of any work, and restore the Golf Course Premises to its prior good condition upon completion of such work;
- (d) Give to Sublessor prompt written notice of any accident, fire, or damage occurring on or to the Golf Course Premises; and

7.2 Sublessor covenants and agrees that it will without demand and at its expense cut and maintain the golf course turf, trim trees and shrubs, and otherwise maintain the Golf Course Premises in good condition and repair.

ARTICLE VIII
ASSIGNMENT

8.1 Sublessee shall have no right to assign or sublease its rights hereunder

without the prior written approval of Sublessor, not to be unreasonably withheld or delayed, provided that no such prior approval shall be required of an assignment or dedication or sublease by Sublessee to the East Goshen Municipal Authority or East Goshen Township or any other governmental authority. Except as so limited, this Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.

ARTICLE IX
CONCERNING WAIVERS

9.1 No failure by Sublessor to insist upon the strict performance of any covenant, agreement, term or condition of this Sublease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Sublease to be performed or complied with by Sublessee and no breach there-of, shall be waived, altered or modified except by a written instrument executed by the Sublessor. No waiver by Sublessor of any breach by Sublessee shall affect or alter this Sublease, but each and every covenant, agreement, term and condition of this Sublease shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

ARTICLE X
EMINENT DOMAIN

10.1 If the whole or any material portion of the Leased Property or the Golf Course Spray Irrigation Facilities necessary for the continued operation of the Golf Course Spray Irrigation Facilities shall be taken or condemned for any public or quasipublic use or purpose, this Sublease shall terminate as of the date of such taking . In the event of such a taking or condemnation of all or any part of the Golf Course Spray Irrigation Facilities, Sublessee shall be entitled to such portion of the award as shall be equal to the fair market value of such Facilities at the date of taking.

ARTICLE XI
DAMAGE TO GOLF COURSE SPRAY IRRIGATION FACILITIES

11.1 In the event of damage to or destruction of the Golf Course Spray Irrigation Facilities during the term by fire, the elements, or casualty, Sublessee, to the extent insurance proceeds are available and are not required by the holder of any mortgage or deed of trust to be applied to the payment of the then outstanding principal balance of such mortgage or deed of trust; shall forthwith repair the same, but such damage or destruction shall in no wise annul or void this Sublease . Neither Sublessor nor Sublessee shall be liable to the other by reason of inconvenience, annoyance or injury to the other's business because of such damage or destruction, or the necessity of repairing any portion of the Golf Course Spray Irrigation Facilities, or the making of such repairs.

ARTICLE XII
NOTICES

12.1 All notices given or required to be given under the terms hereof shall be in writing and shall be deemed to have been properly given only if sent by United States registered or certified mail postage prepaid, addressed if to Sublessor:
Hershey's Mill Golf Club, Inc.
401 Chandler Drive
West Chester, PA 19380
and addressed if to Sublessee:
Green Hill Sewer Association
1389 E. Boot Road
West Chester, PA 19380

ARTICLE XIII
ENTIRE AGREEMENT

13.1 It is expressly understood and agreed by and between the parties hereto that this Sublease sets forth all the promises, agreements, conditions and understandings between Sublessor and Sublessee relative to the Leased Property or the Golf Course Spray Irrigation Facilities, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Sublessor or Sublessee unless reduced to writing and signed by them.

ARTICLE XIV
SUCCESSION

14.1 Except as otherwise provided herein, all rights and obligations herein given to or imposed upon the respective parties hereto, shall extend to and bind their respective successors and assigns.

ARTICLE XV
APPLICABLE LAWS; SEVERANCE

15.1 This Sublease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. If any provision of this Sublease shall be determined to be invalid or unenforceable by a court of law, such determination shall not affect the validity or enforceability of the balance of this Sublease.

ARTICLE XVI
CAPTIONS

16.1 The titles or captions preceding the text of the several Articles hereof are inserted solely for convenience of reference and are not intended to

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the ____ day of January, 2009, before me, the undersigned officer, personally appeared **Walter Baturka** known to me (or satisfactorily proven) to be the president of the Green Hill Sewer Association, and that he, as such officer, executed the same for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notarial Seal)

Notary Public

My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF THE GOLF COURSE PREMISES
DESCRIPTION OF No. 1 FAIRWAY, No. 2 FAIRWAY, No. 3 FAIRWAY, No. 6 FAIRWAY, No. 7
FAIRWAY, No. 9 FAIRWAY, No. 10 FAIRWAY, No. 17 FAIRWAY, AND No. 18 FAIRWAY WITHIN
HERSHEY'S MILL
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel of land within lands of East Goshen Township, designated as No. 1 Fairway, No. 2 Fairway, No. 3 Fairway, No. 6 Fairway, No. 7 Fairway, No. 9 Fairway, No. 10 Fairway, No. 17 Fairway, and No. 18 Fairway on a plan entitled Final Hershey's Mill Plan, Drawing CP-2, Sheet 2 of 3, and Drawing CP-3, Sheet 3 of 3, prepared for Hershey's Mill, prepared by G. S. Winters & Associates, Inc., dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point at the northwesterly-most corner of lands of Eaton Village, said point being along easterly right-of-way line of Mill Drive (33.00' wide private road); thence

1. Along the easterly right-of-way line of Mill Drive, N15°50'10"E, a distance of 107.78 feet to a point; thence
2. Continuing along easterly right-of-way line of Mill Drive, N21°19'26"E a distance of 125.25 feet to a point; thence
3. Continuing along easterly right-of-way line of Mill Drive, N23°27'21"E, a distance of 77.25 feet to a point common to lands of Franklin Village; thence
4. Leaving the easterly right-of-way line of Mill Drive and continuing along lands of Franklin Village, S76°51'20"E a distance of 126.86 feet to a point; thence

5. N70°20'00"E a distance of 980.00 feet to a point; thence
6. S67°30'00"E a distance of 55.00 feet to a point; thence
7. S15°14'00"E a distance of 198.00 feet to a point; thence
8. Still along lands of Franklin Village, N74°46'00"E a distance of 175.00 feet to a point; thence
9. N14°00'43"W a distance of 338.60 feet to a point common to lands of Hershey's Mill Master Association; thence
10. Leaving lands of Franklin Village and along the lands of Hershey's Mill Master Association, N75°59'17"E a distance of 143.54 feet to a point; thence
11. S57°06'36"E a distance of 249.36 feet to a point; thence
12. S05°31'25"W a distance of 725.39 feet to a point; thence
13. Still along lands of Hershey's Mill Master Association, N81°08'10"E a distance of 61.93 feet to a point; thence
14. S10°50'59"E a distance of 14.79 feet to a point; thence
15. S84°08'31"W a distance of 65.69 feet to a point; thence
16. S03°09'39"E a distance of 174.90 feet to a point; thence
17. Still along lands of Hershey's Mill Master Association, S09°54'50"E a distance of 189.80 feet to a point; thence
18. S31°18'42"E a distance of 64.47 feet to a point; thence
19. N84°15'52"E a distance of 27.61 feet to a point; thence
20. N32°27'19"E a distance of 321.29 feet to a point; thence
21. Still along lands of Hershey's Mill Master Association, N54°44'46"E a distance of 318.43 feet to a point; thence
22. N30°43'47"W a distance of 129.21 feet to a point; thence
23. N61°53'17"E a distance of 90.31 feet to a point; thence
24. S42°45'21"E a distance of 425.28 feet to a point; thence
25. Still along lands of Hershey's Mill Master Association, S25°53'21"W a distance of 148.01 feet to a point; thence
26. S37°08'52"W a distance of 31.61 feet to a point; thence
27. S13°20'10"E a distance of 167.23 feet to a point; thence
28. S64°54'51"E a distance of 91.10 feet to a point; thence

29. Still along lands of Hershey's Mill Master Association, N88°19'19"E a distance of 278.07 feet to a point; thence
30. N85°07'58"E a distance of 153.45 feet to a point; thence
31. N72°36'48"E a distance of 113.34 feet to a point; thence
32. N83°53'22"E a distance of 355.50 feet to a point; thence
33. Still along lands of Hershey's Mill Master Association, N72°21'12"E a distance of 67.50 feet to a point; thence
34. N30°21'31"E a distance of 17.63 feet to a point; thence
35. N02°31'32"W a distance of 182.99 feet to a point; thence
36. N32°06'43"W a distance of 71.68 feet to a point; thence
37. Still along lands of Hershey's Mill Master Association, N10°59'13"E a distance of 64.42 feet to a point; thence
38. N83°31'34"W a distance of 45.31 feet to a point common to lands of Jefferson Village; thence
39. Along lands of Jefferson Village, N06°28'26"E a distance of 433.87 feet to a point; thence
40. N65°22'35"E a distance of 54.00 feet to a point; thence
41. N11°35'28"W a distance of 533.71 feet to a point; thence
42. N26°54'13"W a distance of 300.00 feet to a point; thence
43. Still along lands of Jefferson Village, N34°26'10"W a distance of 529.55 feet to a point; thence
44. S66°00'00"W a distance of 43.93 feet to a point on a curve along easterly right-of-way line of Chandler Drive (33.00' wide private road); thence
45. Along easterly right-of-way line of Chandler Drive, following a curve to the right, having a radius of 228.86 feet for an arc distance of 244.22 feet to a point of compound curvature; thence
46. Continuing along easterly right-of-way line of Chandler Drive, following a curve to the right, having a radius of 4042.61 feet for an arc distance of 75.98 feet to a point common to lands of Ashton Village; thence
47. Leaving the easterly right-of-way line of Chandler Drive, along lands of Ashton Village, S19°00'00"E a distance of 63.71 feet to a point; thence
48. Continuing along lands of Ashton Village, S33°59'00"E a distance of 862.37 feet to a point; thence
49. S10°04'30"E a distance of 200.10 feet to a point; thence
50. S33°41'30"E a distance of 129.79 feet to a point; thence
51. S68°21'00"E a distance of 67.77 feet to a point; thence

52. Still along lands of Ashton Village, N71°34'00"E a distance of 47.45 feet to a point; thence
53. N50°54'30"E a distance of 103.04 feet to a point; thence
54. N07°28'00"E a distance of 461.95 feet to a point; thence
55. N21°24'00"W a distance of 238.53 feet to a point; thence
56. Still along lands of Ashton Village, N08°30'08"W a distance of 411.28 feet to a point; thence
57. N28°37'30"W a distance of 146.89 feet to a point along southerly right-of-way line of Chandler Drive, aforementioned; thence
58. Along southerly right-of-way line of Chandler Drive, N78°35'16"E a distance of 134.82 feet to a point along lands of Brighton Village; thence
59. Leaving the southerly right-of-way line of Chandler Drive, along lands of Brighton Village, S24°04'55"E a distance of 778.27 feet to a point; thence
60. Continuing along lands of Brighton Village, S07°29'45"W a distance of 574.91 feet to a point; thence
61. S28°26'35"E a distance of 136.47 feet to a point; thence
62. S07°41'02"W a distance of 635.71 feet to a point; thence
63. S23°25'43"E a distance of 490.43 feet to a point; thence
64. Still along lands of Brighton Village, S81°32'45"E a distance of 68.72 feet to a point on a curve along the westerly right-of-way line of Chandler Drive; thence
65. Along the westerly right-of-way line of Chandler Drive, following a curve to the right, having a radius of 283.50 feet for an arc distance of 286.70 feet to a point common to lands of Chatham Village; thence
66. Leaving the easterly right-of-way line of Chandler Drive, along lands of Chatham Village, N17°20'16"E a distance of 49.74 feet to a point; thence
67. Continuing along lands of Chatham Village, N25°40'36"W a distance of 576.97 feet to a point; thence
68. N13°33'13"E a distance of 576.04 feet to a point; thence
69. N83°09'27"W a distance of 251.78 feet to a point; thence
70. S04°23'55"W a distance of 391.15 feet to a point; thence
71. S59°02'10"W a distance of 145.77 feet to a point; thence
72. Still along lands of Chatham Village, S10°45'00"W a distance of 610.01 feet to a point; thence
73. S81°02'43"E a distance of 262.29 feet to a point on a curve along the northerly right-of-way line of Chandler Drive, aforementioned; thence

74. Along northerly right-of-way line of Chandler Drive, following a curve to the left, having a radius of 426.50 feet for an arc distance of 333.02 feet, a chord bearing of S76°35'09"W, a chord distance of 324.62 feet to a point; thence
75. S54°13'02"W a distance of 607.56 feet to a point common to lands of Oakmont Village; thence
76. Leaving the northerly right-of-way line of Chandler Drive, along lands of Oakmont Village, N55°26'41"W a distance of 182.04 feet to a point; thence
77. Continuing along lands of Oakmont Village, N85°38'41"W a distance of 436.87 feet to a point; thence
78. N88°10'16"W a distance of 171.91 feet to a point; thence
79. S68°09'54"W a distance of 174.11 feet to a point; thence
80. S20°51'37"W a distance of 99.10 feet to a point on a curve along the northerly right-of-way line of Chandler Drive, aforementioned; thence
81. Following along said northerly right-of-way line of Chandler Drive, following a curve to the left having a radius of 800.00 feet for an arc distance of 247.31 feet to a point of tangency; thence
82. N86°55'20"W a distance of 192.47 feet to a point of curvature; thence
83. Following a curve to the left, having a radius of 1000.00 feet for an arc distance of 107.09 feet to a point of tangency; thence
84. S86°56'32"W a distance of 213.50 feet to a point of curvature; thence
85. Following a curve to the left, having a radius of 1200.00 feet for an arc distance of 239.13 feet to a point of tangency; thence
86. Still along northerly right-of-way line of Chandler Drive, S75°31'29"W a distance of 196.30 feet to a point of curvature; thence
87. Following a curve to the left, having a radius of 900.00 feet for an arc distance of 103.36 feet to a point of tangency; thence
88. S68°56'42"W a distance of 5.41 feet to a point common to lands of Village of Zephyr Hill; thence
89. Leaving the northerly right-of-way line of Chandler Drive, along lands of Village of Zephyr Hill, N10°52'54"W a distance of 252.16 feet to a point; thence
90. Continuing along lands of Village of Zephyr Hill, S68°19'31"W a distance of 232.23 feet to a point common to lands of Hershey's Mill Master Association; thence
91. Along lands of Hershey's Mill Master Association, S50°31'39"W a distance of 194.98 feet to a point along the easterly right-of-way line of Mill Drive, aforementioned; thence
92. Along easterly right-of-way line of Mill Drive, N53°14'31"W a distance of 70.89 feet to a point of curvature; thence
93. Along easterly right-of-way line of Mill Drive, following a curve to the right, having a radius of 332.70 feet for an arc distance of 172.61 feet to a point common to lands of Eaton Village; thence

94. Leaving the easterly right-of-way line of Mill Drive, along lands of Eaton Village, N58°02'21"E a distance of 380.81 feet to a point; thence
95. Continuing along lands of Eaton Village, N74°55'19"E a distance of 441.19 feet to a point; thence
96. S87°54'55"E a distance of 283.88 feet to a point common to lands of Hershey's Mill Master Association; thence
97. Along lands of Hershey's Mill Master Association, S89°43'47"E a distance of 230.08 feet to a point; thence
98. N10°45'15"W a distance of 68.98 feet to a point; thence
99. N08°40'23"E a distance of 60.41 feet to a point; thence
100. N12°38'31"E a distance of 33.03 feet to a point; thence
101. Still along lands of Hershey's Mill Master Association, N03°41'55"E a distance of 24.67 feet to a point; thence
102. N04°01'37"W a distance of 37.91 feet to a point common to lands of Eaton Village; thence
103. Along lands of Eaton Village, N81°04'45"E a distance of 16.07 feet to a point; thence
104. N04°16'34"W a distance of 796.15 feet to a point; thence
105. S70°36'25"W a distance of 573.77 feet to a point; thence
106. S80°16'44"W a distance of 455.54 feet to a point; thence
107. Still along lands of Eaton Village, S71°08'34"W a distance of 410.81 feet to a point along easterly right-of-way line of Mill Drive, and first mentioned place of BEGINNING.

**DESCRIPTION OF No. 4 FAIRWAY AND No. 5 FAIRWAY WITHIN HERSHEY'S MILL
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN parcel of land withins land of East Goshen Township, designated as No. 4 Fairway and No. 5 Fairway on a plan entitled Final Hershey's Mill Plan, Drawing CP-1, Sheet 1 of 3, prepared by G. S. Winters & Associates, Inc. dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point along the lands of Inverness Village, said point being located the following three (3) courses and distances from the northwesterly most corner of Inverness Village where it intersects with southerly right-of-way line of Green Hill Road (SR2018); thence

- A. Leaving southerly right-of-way line of Green Hill Road and along lands of Inverness Village, S16°49'55"E a distance of 229.77 feet to a point; thence
 - B. N69°22'28"E a distance of 36.55 feet to a point; thence
 - C. S16°49'07"E a distance of 61.86 feet to a point and place of BEGINNING; thence
1. Continuing along lands of Inverness Village, N58°44'37"E a distance of 349.92 feet to a point; thence

2. S31°54'46"E a distance of 196.74 feet to a point; thence
3. S07°28'18"E a distance of 153.81 feet to a point; thence
4. Still along lands of Inverness Village, S45°19'35"E a distance of 140.92 feet to a point; thence
5. S08°00'00"E a distance of 420.00 feet to a point along the northerly right-of-way line of Chandler Drive (33.00' wide right-of-way); thence
6. Leaving lands of Inverness Village and along northerly right-of-way line of Chandler Drive, N78°24'49"E a distance of 58.29 feet to a point common to lands of Ashton Village; thence
7. Leaving northerly right-of-way line of Chandler Drive, and along lands of Ashton Village, N00°15'00"E a distance of 136.40 feet to a point; thence
8. Continuing along lands of Ashton Village, S80°58'00"W a distance of 89.77 feet to a point; thence
9. N78°41'30"W a distance of 101.99 feet to a point; thence
10. N23°12'00"W a distance of 68.56 feet to a point; thence
11. S74°15'00"W a distance of 195.31 feet to a point; thence
12. Still along lands of Ashton Village, S37°45'56"W a distance of 223.88 feet to a point; thence
13. S51°25'00"W a distance of 91.00 feet to a point; thence
14. N38°35'00"W a distance of 7.80 feet to a point; thence
15. S51°25'00"W a distance of 61.44 feet to a point; thence
16. Still along lands of Ashton Village, S27°15'00"E a distance of 7.96 feet to a point; thence
17. S51°25'00"W a distance of 86.00 feet to a point; thence
18. S19°00'00"E a distance of 33.74 feet to a point on the curve on the northerly right-of-way line of Chandler Drive, aforementioned; thence
19. Leaving lands of Ashton Village and along northerly right-of-way line of Chandler Drive, following a curve to the left, having a radius of 4,075.61 feet for an arc distance of 76.19 feet to a point of compound curvature; thence
20. Continuing along northerly right-of-way line of Chandler Drive, following a curve to the left, having a radius of 263.17 feet for an arc distance of 153.19 feet to a point common to Hershey's Mill Master Association; thence
21. Leaving northerly right-of-way line of Chandler Drive, and continuing along lands of Hershey's Mill Master Association, N52°11'46"W a distance of 120.69 feet to a point; thence
22. N41°25'35"E a distance of 83.08 feet to a point; thence
23. N64°44'17"E a distance of 72.69 feet to a point; thence
24. N57°08'03"E a distance of 71.37 feet to a point; thence

25. Still along lands of Hershey's Mill Master Association, N09°31'14"E a distance of 96.40 feet to a point; thence
26. N47°14'13"E a distance of 80.27 feet to a point; thence
27. N03°39'46"E a distance of 38.72 feet to a point; thence
28. N57°35'45"E a distance of 70.52 feet to a point; thence
29. Still along lands of Hershey's Mill Master Association, N38°00'26"E a distance of 138.21 feet to a point; thence
30. N13°29'14"E a distance of 134.00 feet to a point; thence
31. N74°42'29"E a distance of 3.58 feet to a point; thence
32. N25°34'54"E a distance of 36.88 feet to a point; thence
33. Still along lands of Hershey's Mill Master Association, N63°26'06"E a distance of 78.61 feet to a point; thence
34. N27°00'19"E a distance of 44.56 feet to a point; thence
35. N16°49'07"W a distance of 213.02 feet to a point common to lands of Inverness Village and first mentioned place of BEGINNING.

**DESCRIPTION OF No. 8 FAIRWAY WITHIN HERSHEY'S MILL
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN parcel of land within lands of East Goshen Township, designated as No. 8 Fairway on a plan entitled Final Hershey's Mill Plan, Drawing CP-1, Sheet 1 of 3, prepared by G. S. Winters & Associates, Inc., dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point along the northeasterly corner of lands of Devonshire Village (Parcel 1), said point being along the southerly right-of-way line of Chandler Drive (33.00' wide private road); thence

1. Along right-of-way line of Chandler Drive, N54°13'02"E a distance of 587.87 feet to a point; thence
2. Leaving right-of-way line of Chandler Drive, and along lands of Hershey's Mill Master Association, S35°46'58"E a distance of 36.11 feet to a point; thence
3. Continuing along lands of Hershey's Mill Master Association, S36°41'35"E a distance of 33.63 feet to a point; thence
4. S65°02'01"E a distance of 77.50 feet to a point; thence
5. N80°27'11"E a distance of 64.19 feet to a point; thence
6. N57°04'25"E a distance of 33.22 feet to a point; thence
7. Still along lands of Hershey's Mill Master Association, N80°50'33"E a distance of 72.84 feet to a point; thence

8. S88°35'07"E a distance of 90.21 feet to a point; thence
9. S85°01'42"E a distance of 98.12 feet to a point; thence
10. S73°35'03"E a distance of 48.55 feet to a point; thence
11. Still along lands of Hershey's Mill Master Association, S35°24'32"E a distance of 43.56 feet to a point; thence
12. N70°39'18"E a distance of 69.03 feet to a point; thence
13. S71°11'21"E a distance of 138.95 feet to a point; thence
14. S47°10'13"E a distance of 56.85 feet to a point; thence
15. Still along lands of Hershey's Mill Master Association, S62°16'06"E a distance of 111.22 feet to a point; thence
16. Continuing along lands of Hershey's Mill Master Association, S78°02'36"E a distance of 121.69 feet to a point; thence
17. N28°58'39"E a distance of 11.94 feet to a point; thence
18. N51°44'07"W a distance of 22.95 feet to a point; thence
19. Still along lands of Hershey's Mill Master Association, N45°46'25"W a distance of 63.93 feet to a point; thence
20. N56°28'11"W a distance of 46.69 feet to a point; thence
21. N66°50'48"W a distance of 52.29 feet to a point; thence
22. N35°45'10"W a distance of 44.67 feet to a point; thence
23. Still along lands of Hershey's Mill Master Association, N59°32'28"W a distance of 17.33 feet to a point; thence
24. N73°41'16"W a distance of 36.81 feet to a point; thence
25. N29°18'18"W a distance of 17.99 feet to a point; thence
26. N18°40'21"E a distance of 67.66 feet to a point; thence
27. Still along lands of Hershey's Mill Master Association, N18°47'55"W a distance of 38.97 feet to a point on a curve along southerly right-of-way line of Chandler Drive, aforementioned; thence
28. Along southerly right-of-way line of Chandler Drive, following a curve to the left having a radius of 316.50 feet for an arc distance of 12.79 feet to a point along lands of Hershey's Mill Master Association; thence
29. Leaving the southerly right-of-way line of Chandler Drive, along lands of Hershey's Mill Master Association, S24°24'38"E a distance of 37.37 feet to a point; thence

30. Continuing along lands of Hershey's Mill Master Association, S14°56'48"W a distance of 77.46 feet to a point; thence
31. S68°32'40"E a distance of 49.35 feet to a point; thence
32. S35°28'08"E a distance of 47.59 feet to a point; thence
33. Continuing along lands of Hershey's Mill Master Association, S65°08'13"E a distance of 38.73 feet to a point; thence
34. Still along lands of Hershey's Mill Master Association, S59°53'18"E a distance of 47.11 feet to a point; thence
35. S51°56'41"E a distance of 27.09 feet to a point; thence
36. S45°36'38"E a distance of 69.83 feet to a point; thence
37. S61°11'34"E a distance of 36.91 feet to a point; thence
38. Still along lands of Hershey's Mill Master Association, S66°31'51"E a distance of 145.42 feet to a point; thence
39. S53°51'07"W a distance of 50.05 feet to a point; thence
40. S61°28'49"W a distance of 180.38 feet to a point; thence
41. S85°33'41"W a distance of 101.07 feet to a point; thence
42. Still along lands of Hershey's Mill Master Association, N34°43'33"W a distance of 35.57 feet to a point; thence
43. N75°06'34"W a distance of 270.21 feet to a point; thence
44. N84°30'12"W a distance of 114.60 feet to a point; thence
45. N56°12'26"W a distance of 123.59 feet to a point; thence
46. Still along lands of Hershey's Mill Master Association, S89°19'27"W a distance of 204.45 feet to a point; thence
47. S27°20'29"W a distance of 157.71 feet to a point common to lands of Devonshire Village (Parcel 2); thence
48. Along lands of Devonshire Village (Parcel 2), N54°48'48"W a distance of 74.77 feet to a point; thence
49. Continuing along lands of Devonshire Village (Parcel 2), S70°35'19"W a distance of 256.88 feet to a point common to lands of Hershey's Mill Master Association; thence
50. Along lands of Hershey's Mill Master Association, S70°35'19"W a distance of 92.04 feet to a point along lands of Devonshire Village (Parcel 1); thence
51. Along lands of Devonshire Village (Parcel 1), N56°07'14"W a distance of 210.50 feet to a point along southerly right-of-way line of Chandler Drive and first mentioned place of BEGINNING.

**DESCRIPTION OF No. 12 FAIRWAY, AND No. 11 FAIRWAY WITHIN HERSHEY'S MILL
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN parcel of land WITHIN LANDS OF East Goshen Township, designated as No. 12 Fairway, and No. 11 Fairway on a plan entitled Final Hershey's Mill Plan, Drawing CP-2, Sheet 2 of 3, and Drawing CP-3, Sheet 3 of 3, prepared for Hershey's Mill, prepared by G. S. Winters & Associates, Inc., dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point located at a corner of Troon Village also being the southwesterly most corner of Village of Zephyr Hill – Phase II, said point being located the following three (3) courses and distances from point being along the easterly right-of-way line of Chandler Drive (33.00' wide private road) at the most northwesterly corner of Troon Village; thence

- A. Leaving the easterly right-of-way line of Chandler Drive and along lands of Troon Village, N23°03'26"E a distance of 115.10 feet to a point; thence
- B. S65°44'22"E a distance of 101.02 feet to a point; thence
- C. S50°40'37"E a distance of 119.11 feet to a point and place of BEGINNING; thence
 - 1. Along the lands of Village of Zephyr Hill-Phase II, N57°57'56"E a distance of 217.82 feet to a point; thence
 - 2. Leaving the lands of Village of Zephyr Hill-Phase II and along lands of Hershey's Mill Homeowners Association, S45°20'50"E a distance of 192.05 feet to a point; thence
 - 3. Along the lands of Springton Village, S26°31'25"E a distance of 588.35 feet to a point; thence
 - 4. N52°02'17"E a distance of 369.23 feet to a point; thence
 - 5. N37°22'59"E a distance of 228.23 feet to a point; thence
 - 6. N21°13'14"E a distance of 137.56 feet to a point; thence
 - 7. Still along the lands of Springton Village, N18°00'37"E a distance of 445.35 feet to a point; thence
 - 8. N26°26'38"W a distance of 169.54 feet to point; thence
 - 9. N12°58'32"W a distance of 25.16 feet to a point; thence
 - 10. N00°56'11"E a distance of 112.77 feet to a point; thence
 - 11. Still along the lands of Springton Village, N04°37'21"E a distance of 26.59 feet to a point; thence
 - 12. N30°34'04"E a distance of 30.74 feet to a point; thence
 - 13. N43°20'41"E a distance of 70.90 feet to a point along the westerly right-of-way line of Mill Drive(33.00' wide private road); thence
 - 14. Leaving the lands of Springton Village, and along the westerly right-of-way line of Mill Drive, S53°14'31"E a distance of 11.86 feet to a point; thence
 - 15. Leaving westerly right-of-way line of Mill Drive, S43°20'41"W a distance of 70.93 feet to a point along lands of Hershey's Mill Master Association; thence

16. Along lands of Hershey's Mill Master Association, S30°34'04"W a distance of 27.32 feet to a point; thence
17. S04°37'21"W a distance of 25.15 feet to a point; thence
18. S89°10'06"E a distance of 52.40 feet to a point; thence
19. S04°51'27"E a distance of 38.77 feet to a point; thence
20. Still along lands of Hershey's Mill Master Association, S37°00'03"E a distance of 59.83 feet to a point; thence
21. S86°45'22"E a distance of 55.51 feet to a point; thence
22. S00°06'51"E a distance of 49.86 feet to a point; thence
23. N89°21'17"W a distance of 50.19 feet to a point; thence
24. Still along lands of Hershey's Mill Master Association, S60°08'49"W a distance of 29.32 feet to a point; thence
25. S01°17'19"W a distance of 29.76 feet to a point; thence
26. S47°41'33"E a distance of 46.52 feet to a point; thence
27. S78°11'50"E a distance of 89.44 feet to a point; thence
28. Still along lands of Hershey's Mill Master Association, S16°46'34"E a distance of 41.48 feet to a point; thence
29. S02°49'20"W a distance of 114.48 feet to a point along lands of Robynwood Village; thence
30. Leaving lands of Hershey's Mill Master Association and along the lands of Robynwood Village, S02°49'20"W a distance of 474.70 feet to a point; thence
31. Continuing along the lands of Robynwood Village, S33°41'24"W a distance of 250.00 feet to a point; thence
32. S47°43'35"W a distance of 222.99 feet to a point; thence
33. S41°03'18"W a distance of 205.97 feet to a point; thence
34. S64°08'31"W a distance of 194.16 feet to a point; thence
35. Still along the lands of Robynwood Village, N30°41'59"W a distance of 186.08 feet to a point; thence
36. Continuing along the lands of Robynwood Village, S75°03'49"W a distance of 45.12 feet to a point along the lands of Troon Village; thence
37. Leaving lands of Robynwood Village and along the lands of Troon Village, S75°03'49"W a distance of 32.52 feet to a point; thence
38. N48°54'31"W a distance of 296.72 feet to a point; thence

39. N38°57'53"W a distance of 238.53 feet to a point; thence
40. N63°01'04"W a distance of 84.21 feet to a point; thence
41. Still along the lands of Troon Village, N20°41'07"W a distance of 213.00 feet to a point along the southwesterly most corner of Village of Zephyr Hill – Phase II and first mentioned place of BEGINNING.

**DESCRIPTION OF No. 16 FAIRWAY, No. 15 FAIRWAY, No. 14 FAIRWAY and No. 13 FAIRWAY
WITHIN HERSHEY'S MILL
EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN parcel of land WITHIN LANDS OF East Goshen Township, designated as No. 16 Fairway, No. 15 Fairway, No. 14 Fairway and No. 13 Fairway on a plan entitled Final Hershey's Mill Plan, Drawing CP-2, Sheet 2 of 3, and Drawing CP-3, Sheet 3 of 3, prepared for Hershey's Mill, prepared by G. S. Winters & Associates, Inc., dated August 8, 2006, last revised September 13, 2007, located in the Township of East Goshen, County of Chester, and Commonwealth of Pennsylvania, and being more particularly described as follows:

BEGINNING at a point along the westerly right-of-way line of Mill Drive (33.00' wide private road), said point being located at the northeasterly most corner of Newbury Village where it intersects with westerly right-of-way line of Mill Drive; thence

1. Leaving westerly right-of-way line of Mill Drive and along the lands of Newbury Village, N68°06'41"W a distance of 338.85 feet to a point; thence
2. S53°07'48"W a distance of 75.00 feet to a point; thence
3. S10°12'14"E a distance of 398.04 feet to a point; thence
4. S63°35'34"E a distance of 44.78 feet to a point; thence
5. Still along the lands of Newbury Village, S19°30'00"E a distance of 76.00 feet to a point; thence
6. S04°25'00"W a distance of 99.00 feet to a point; thence
7. Leaving lands of Newbury Village, S52°01'11"W a distance of 114.68 feet to a iron bar along lands of Hershey's Mill Master Association; thence
8. Along lands of Hershey's Mill Master Association, S29°30'39"W a distance of 197.41 feet to a iron bar; thence
9. S32°28'39"W a distance of 489.48 feet to a iron bar; thence
10. N82°29'15"W a distance of 91.02 feet to a iron bar; thence
11. S61°09'04"W a distance of 61.41 feet to a iron bar; thence
12. Still along lands of Hershey's Mill Master Association, S35°46'48"E a distance of 80.93 feet to a iron bar; thence
13. N78°59'15"W a distance of 67.82 feet to a iron bar; thence
14. S85°54'56"W a distance of 33.80 feet to a iron bar; thence

15. S33°45'10"W a distance of 26.49 feet to a iron bar; thence
16. Still along lands of Hershey's Mill Master Association, N44°38'23"W a distance of 65.88 feet to a iron bar; thence
17. N55°09'26"W a distance of 264.14 feet to a iron bar; thence
18. N53°13'27"W a distance of 134.58 feet to a iron bar; thence
19. N75°36'59"W a distance of 20.27 feet to a iron bar; thence
20. Still along lands of Hershey's Mill Master Association, S72°54'11"W a distance of 15.65 feet to a iron bar; thence
21. S48°51'36"W a distance of 133.17 feet to a iron bar; thence
22. S25°38'53"E a distance of 119.44 feet to a iron bar; thence
23. S46°14'54"E a distance of 99.54 feet to a iron bar; thence
24. Still along lands of Hershey's Mill Master Association, S80°54'48"E a distance of 65.24 feet to a iron bar; thence
25. S34°58'46"E a distance of 81.33 feet to a iron bar; thence
26. S15°01'23"W a distance of 53.71 feet to a iron bar; thence
27. S31°04'50"E a distance of 65.99 feet to a iron bar; thence
28. Still along lands of Hershey's Mill Master Association, S64°56'31"E a distance of 90.82 feet to a iron bar; thence
29. S01°52'05"W a distance of 55.59 feet to a iron bar; thence
30. S65°10'37"E a distance of 295.75 feet to a point along lands of the Village of Zephyr Hill-Phase II; thence
31. Along the lands of Village of Zephyr Hill-Phase II, S57°57'56"W a distance of 118.00 feet to a point; thence
32. S36°53'24"W a distance of 147.78 feet to a point along Troon Village; thence
33. Leaving lands of the Village of Zephyr Hill – Phase II, N65°44'22"W a distance of 101.02 feet to a point; thence
34. Leaving lands of Troon Village and along lands of Hershey's Mill Master Association, N50°46'35"W a distance of 32.84 feet to a iron bar; thence
35. N50°53'16"W a distance of 114.09 feet to a iron bar; thence
36. N78°52'11"W a distance of 60.70 feet to a iron bar; thence
37. N43°19'59"W a distance of 105.24 feet to a iron bar; thence

38. Still along lands of Hershey's Mill Master Association, N04°21'20"E a distance of 53.32 feet to a iron bar; thence
39. N55°34'41"W a distance of 112.01 feet to a iron bar; thence
40. S70°24'14"W a distance of 68.35 feet to a iron bar; thence
41. N35°17'19"W a distance of 151.18 feet to a iron bar; thence
42. Still along lands of Hershey's Mill Master Association, N49°16'38"W a distance of 54.18 feet to a iron bar; thence
43. S57°42'50"W a distance of 12.89 feet to a point; thence
44. N32°17'10"W a distance of 216.80 feet to a point along lands of Ulster Village; thence
45. N28°51'08"W a distance of 657.60 feet to a point along lands of Hershey's Mill Master Association; thence
46. Leaving lands of Ulster Village and along lands of Hershey's Mill Master Association, N61°06'13"E a distance of 98.90 feet to a iron bar; thence
47. Along same, N64°53'05"E a distance of 163.30 feet to a iron bar; thence
48. N45°54'53"E a distance of 89.20 feet to a iron bar; thence
49. S53°46'26"E a distance of 121.81 feet to a iron bar; thence
50. S01°25'19"E a distance of 19.85 feet to a iron bar; thence
51. Still along lands of Hershey's Mill Master Association, S50°54'51"E a distance of 279.29 feet to a iron bar; thence
52. N46°00'16"E a distance of 22.54 feet to a iron bar; thence
53. S60°02'20"E a distance of 64.57 feet to a iron bar; thence
54. S32°12'41"E a distance of 69.89 feet to a iron bar; thence
55. Still along lands of Hershey's Mill Master Association, S49°47'55"E a distance of 45.38 feet to a iron bar; thence
56. S26°58'59"E a distance of 63.55 feet to a iron bar; thence
57. S52°46'06"E a distance of 43.95 feet to a iron bar; thence
58. N87°15'01"E a distance of 40.92 feet to a iron bar; thence
59. Still along lands of Hershey's Mill Master Association, S60°25'15"E a distance of 38.26 feet to a iron bar; thence
60. S17°53'31"E a distance of 56.09 feet to a iron bar; thence
61. S28°28'58"E a distance of 32.65 feet to a iron bar; thence

62. S62°05'44"E a distance of 87.60 feet to a iron bar; thence
63. Still along lands of Hershey's Mill Master Association, S38°18'20"E a distance of 85.84 feet to a iron bar; thence
64. S48°49'55"E a distance of 36.85 feet to a iron bar; thence
65. N81°06'17"E a distance of 93.93 feet to a iron bar; thence
66. N34°18'33"E a distance of 105.59 feet to an iron pipe along lands of Kennett Village; thence
67. Leaving lands of Hershey's Mill Master Association and along the lands of Kennett Village, N34°23'39"E a distance of 180.57 feet to an iron pipe; thence
68. N20°34'46"E a distance of 287.34 feet to an iron pipe; thence
69. N07°08'46"E a distance of 337.62 feet to an iron pipe; thence
70. N23°07'20"W a distance of 435.79 feet to a point; thence
71. Still along lands of Kennett Village, N13°04'10"E a distance of 163.00 feet to a point; thence
72. N27°46'03"E a distance of 127.76 feet to a point; thence
73. N70°05'42"E a distance of 78.00 feet to a point; thence
74. S82°21'49"E a distance of 53.89 feet to a point; thence
75. Still along lands of Kennett Village, S69°23'29"E a distance of 643.29 feet to a point along said westerly right-of-way line of Mill Drive; thence
76. Along the westerly right-of-way line of Mill Drive, S21°19'26"W a distance of 125.96 feet to a point of curvature; thence
77. Following a curve to the left, having a radius of 596.50 feet for an arc distance of 114.28 feet to a point of tangency; thence
78. Continuing along westerly right-of-way line of Mill Drive, S10°20'50"W a distance of 22.71 feet to a point along the northeasterly most corner of Newbury Village, aforementioned and first mentioned place of BEGINNING.

EXHIBIT D
EASEMENT AGREEMENT
(Sanitary Sewer Facilities)

THIS AGREEMENT dated this ____ day of January, 2009 between WEST CHESTNUT REALTY CORP., a Pennsylvania corporation ("West Chestnut") as well as its successor the HERSHEY'S MILL HOMEOWNERS ASSOCIATION (the "Master Association") these parties known collectively herein as "Grantors" and GREEN HILL SEWER ASSOCIATION, a Pennsylvania nonprofit corporation (the "Association") restates in its entirety and replaces a certain Easement Agreement dated July 1, 1980 and recorded in the Office of the Recorder of Deeds in and for Chester County in Book 482 beginning at page 433 and provides as follows:

Background

Pursuant to the terms and conditions of that certain Restated Declaration of Covenants and Easements for Hershey's Mill made by West Chestnut dated March 1, 1984 and recorded in the Chester County, Pennsylvania Recorder of Deeds office in Miscellaneous Deed Book 405 beginning at page 180 (the "Declaration") West Chestnut has reserved the right to convey certain "Private Utility Facilities" therein defined to the Association provided that the Association agrees to assume and perform such of the undertakings of West Chestnut with respect to such Facilities conveyed as are set forth in Section 2.4 of the Declaration.

Pursuant to such reservation, West Chestnut and the Association have entered into an Agreement and Bill of Sale dated January, 2009 (the "Bill of Sale") pursuant to which West Chestnut has granted, assigned and conveyed to the Association all of West Chestnut's right, title and interest in and to those portions of the aforesaid Private Utility Facilities described in Exhibit A attached hereto which are on the date of this instrument constructed, installed or located upon the "Hershey's Mill Land" (as such real property is more fully described by metes and bounds in Exhibit B to the aforesaid Declaration), and are in final completed operating condition with all necessary permits (the "Sanitary Sewer Facilities"). Also pursuant to the Declaration, West Chestnut has leased the golf course on the Hershey's Mill Land (the "Golf Course") to Hershey's Mill Golf Club, Inc. pursuant to a lease agreement dated July 1, 1980 which is recorded in the Chester County Recorder of Deeds Office in Deed Book 482 beginning at page 413 (the "Country Club Lease").

Accordingly, in consideration of the mutual promises hereinafter made and intending to be legally bound hereby, the parties hereto enter into the following agreements.

TERMS OF AGREEMENT

1. Grant of Easements.

The Grantors hereby grant and convey to the Association without warranty and under and subject to the Country Club Lease a perpetual easement and right of way and lateral and subjacent support to at any time and from time to time to:

(a) install, construct, alter, maintain, inspect, operate, repair, locate, relocate, change the size of, remove and replace the Sanitary Sewer Facilities (and such appurtenant

parking lots, storage facilities, walls, fences or other improvements as shall be necessary in the reasonable judgment of the Association, in order to exercise such rights and preserve and protect such property) and to store and maintain construction materials during the performance of work (provided that the Association shall notify the Master Association and West Chestnut, should the work involve land retained by West Chestnut, prior to the commencement of any work and they shall have the right, prior to such commencement, to review the Association's plans and to require reasonable changes therein, if necessary, in their reasonable judgment to prevent undue interference with the use and enjoyment of the Hershey's Mill Land by the occupants thereof) on, across and through the Hershey's Mill Land located substantially as shown and described on the plans described in Exhibit A attached hereto and as now or hereafter constructed and in place; and

(b) subject to Section 2 of this Agreement, the right to spray treated sanitary sewage effluent from the Sanitary Sewer Facilities upon those portions of the Hershey's Mill Land which are designated as spray fields in the Hershey's Mill Comprehensive Plan dated August 14, 1997 prepared by G. S. Winters & Associates, Inc. as such plan may be from time to time amended.

2. Concerning Operation of the Sanitary Sewer Facilities and Certain Other Obligations of the Association. The Association, recognizing that the operation of the Sanitary Sewer Facilities requires the adherence to sound and proper engineering practices in order for the Sanitary Sewer Facilities to perform the functions for which they were designed and to avoid annoyance or inconvenience to the residents and occupants of the Hershey's Mill Land, or damage to the spray fields, agrees to operate and maintain the Sanitary Sewer Facilities at its expense in accordance with the following standards:

(a) Treatment of effluent and operation of the spray irrigation system shall at all times follow sound engineering practices;

(b) The amount of spray and the periods of the year during which it may be applied shall not in any event exceed the designed limitations of the system or violate the permit issued by the Pennsylvania Department of Environmental Protection (PA DEP);

(c) The amount and quality of spray shall at all times be regulated to avoid damage to turf or to any other vegetation subject thereto; and

(d) The timing of spray application shall be adjusted to minimize annoyance and inconvenience to the occupants and residents of the Hershey's Mill Land. Unless required to avoid an emergency condition and in order to comply with its obligations to dispose of Treated Sanitary Effluent in a timely manner and in accordance with its PA DEP permit, or otherwise permitted by the Sublessor under the Golf Course Sublease Agreement dated January, 2009, no spraying on the Golf Course will be done during daylight hours.

In the event of any dispute between the parties hereto as to what constitutes sound engineering practices or design limitation, either party may at its expense, seek a determination thereof by an independent engineering firm experienced in spray irrigation sewage disposal system (herein referred to as a "Qualified Engineer"). In the event of a dispute between Qualified Engineers employed by

each party, the matter will be referred to the Pennsylvania Department of Environmental Protection ("PA DEP") whose decision shall be final. If PA DEP is unable or unwilling for any reason to render a decision, the matter will be referred to arbitration under the rules of the American Arbitration Association.

3. Access.

The Grantors shall give reasonable access to the Association, its employees, agents and independent contractors, to the Hershey's Mill Land at any time and from time to time for any and all purposes related to the exercise of the rights granted hereby. The Association shall use all reasonable precautions to avoid damage to property of the Grantors and other occupants of the Hershey's Mill Land.

4. Relocation and Improvements.

The Association may at any time and from time to time make such alterations and improvements to the Sanitary Sewer Facilities as it deems reasonably necessary for the effective operation thereof (subject to certain plan approval rights reserved to the Grantors in Section 1 hereof).

5. Indemnity.

The Association indemnifies and holds the Grantors harmless from any liability, cost or expense (including attorney's fees and costs) incurred by the Grantors by reason of injury to persons or damage to property arising out of or in connection with the exercise of any of the rights granted to the Association herein excepting only such liability, cost or expense as is occasioned by the negligence of the Grantors or, their agents, employees or independent contractors.

6. Transfers.

This Agreement shall benefit and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed respective corporate seals to be affixed on the day and year first above written.

WEST CHESTNUT REALTY CORP.

Attest: _____
Asst. Secretary

By: _____
President

HERSHEY'S MILL HOMEOWNERS ASSOC.

Attest: _____
Secretary

By: _____
President

GREEN HILL SEWER ASSOCIATION

Attest: _____
Secretary

By: _____
President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the ____ day of January 2009, before me, the undersigned officer, personally appeared **Robert E. Wooldridge** known to me (or satisfactorily proven) to be the president of West Chestnut Realty Corp., and that he, as such officer, executed the same for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notarial Seal)

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the ____ day of January 2009, before me, the undersigned officer, personally appeared **Carolyn Eagan** known to me (or satisfactorily proven) to be the president of The Hershey's Mill Homeowners Association, and that he, as such officer, executed the same for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notarial Seal)

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the ____ day of January 2009, before me, the undersigned officer, personally appeared **Walter Baturka** known to me (or satisfactorily proven) to be the president of Green Hill Sewer Association, and that he, as such officer, executed the same for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notarial Seal)

Notary Public

EXHIBIT A
Description of Certain Hershey's Mill
Sanitary Sewer Facilities

All pipes, drains, valves, controls, pumps, pumphouses, pads, foundations, meters, manholes, spray irrigation systems, drain fields and machinery, equipment and improvements of any kind or nature used in connection with the collection, treatment, storage, spraying, discharge and disposition of sanitary sewage, including related repair, storage or parking facilities, specifically including Pumping Station and Pumps, the 3 Cell Aerated Facultative Lagoons, Treated Effluent Holding Pond No. 1 (the Winter Storage Lagoon) lying to the east of the east branch of Ridley Creek and all those portions of the Spray Irrigation Facilities and Golf Course Spray Irrigation Facilities installed and expanded in 1998 under and subject to the Sewer Facilities Modification Agreement and Mutual Release dated May 28th, 1998 all as shown on the following three plans:

1. Hershey's Mill Comprehensive Plan dated August 14, 1997 prepared by G. S. Winters & Associates, Inc., as such facilities have been supplemented and extended with the development of each new village at Hershey's Mill, which additional facilities are also hereby conveyed to Green Hill Sewer Association
2. Piping Plan dated May 18, 1999 prepared by Aqua Agronomic Solutions, Inc.
3. As-Built Plan Hershey's Mill Wastewater Treatment Plant dated June 30, 2004 prepared by Yerkes Associates, Inc.

Exhibit E

LEASE AGREEMENT

THIS LEASE made this 9th day of March 2000 between **HERSHEY'S MILL HOMEOWNERS ASSOCIATION** a Pennsylvania nonprofit corporation with offices at 1500 Green Hill Road, West Chester, Pennsylvania ("Landlord") and **HERSHEY'S MILL COMMUNITY-TV** a Pennsylvania nonprofit corporation with offices at 1500 Green Hill Road, West Chester, Pennsylvania ("Tenant"), provides:

ARTICLE I - DEMISED PREMISES: TERM

1.1 Landlord hereby leases to Tenant, and Tenant agrees to lease from Landlord, the premises located in the planned community known as Hershey's Mill in Chester County, Pennsylvania whose Restated Declaration of Covenants and Easements dated March 1, 1984 was recorded in the Office of Chester County Recorder of Deeds in Miscellaneous Deed Book 633 beginning at Page 412 and more particularly described on the site plan prepared by G. S. Winters & Assocs. bearing the facsimile transmission date of 12/21/1999 attached hereto as Exhibit A, such site to be known as 20 Hershey's Drive, together with all buildings and improvements thereon and all easements and rights appurtenant thereto (hereinafter called the "Demised Premises") for a term of 99 years commencing on the date set forth in the heading of this Lease (hereinafter called the "date of this lease").

ARTICLE II - BASIC RENT

2.1 Tenant shall pay to Landlord as basic rent, on the date of this lease, and on each anniversary thereof, rent in advance at the annual rate of \$10.00.

ARTICLE III - ADDITIONAL RENT: NET LEASE

3.1 In addition to the basic rent due pursuant to Article II above, Tenant shall pay to or for the account of Landlord all costs, charges and assessments incurred by Landlord as owner of the reversionary interest in the Demised Premises including any real estate or personal property taxes, (or payments in lieu thereof), assessments, liens, license and permits fees and all other charges of any government or governmental authority, general or special, foreseen or unforeseen, of any kind or nature whatsoever, which at any time prior to or during the term hereof may be assessed, liened, confirmed, imposed upon, or grow out of or become due and payable out of or in respect of or become a lien on, the Demised Premises or any building or improvement now or hereafter erected thereon, or any part thereof or by reason of any operations conducted therein or thereupon (hereinafter collectively referred to as the "Impositions").

3.2 It is understood and agreed that the Demised Premises constitute a Common Facility within a Planned Community as those terms are defined in the Pennsylvania

Uniform Planned Community Act, and that Section 5105 of the said Act prohibits any taxing authority from imposing a separate tax assessment on any Common Facilities and therefore no separate tax may be imposed on the Demised Premises. In the event that such an assessment or tax is at any time imposed upon the Demised Premises, Landlord hereby authorizes Tenant, at its sole cost and expense, to institute any and all legal proceedings to protest and cancel the said assessment and tax.

3.3 Impositions, if any, payable by Tenant hereunder shall be payable to Landlord or to the assessing agency, as Landlord shall direct, and shall be due no later than 20 days before the date when such sums are payable, without penalty, to the assessing agency, provided Landlord shall have supplied Tenant with a copy of the bill or voucher for such Imposition rendered to Landlord.

3.4 This lease is intended to be a net lease with all costs of owning, operating, maintaining, repairing and restoring the Demised Premises borne by the Tenant.

ARTICLE IV - TENANTS OBLIGATION TO OPERATE A TV STUDIO: MEMBERS; UTILITIES; INSURANCE

4.1 Tenant shall occupy, operate, improve, repair, restore and maintain the Demised Premises (including buildings and improvements thereon) as a Cable TV Studio including administrative offices, engineering and editing departments and related facilities and equipment (hereinafter the "TV Studio Facilities"), at its expense, in good condition and repair, and for no other purpose. Tenant shall make the TV Studio Facilities available to its Members as that term is defined in its by-laws and such rules and regulations as Tenant in its absolute discretion may adopt. Tenant shall pay for all utilities consumed on the Demised Premises.

4.2 Tenant shall maintain, at its expense, at all times during the term of this lease, insurance of the Demised Premises of the types, containing the clauses and in the amounts, provided as follows:

(a) Property insurance on a so-called "all risk" basis naming Tenant only as the insured covering all buildings and improvements situate upon the Demised Premises, all furniture and furnishings therein and all fixtures and equipment affixed to and considered part of the real estate. Such insurance will be on a full insurable replacement cost basis, without reduction for depreciation, but may be subject to a deductible provision in an amount of up to one thousand dollars (\$1,000) for each occurrence. The proceeds of such insurance shall be payable to the Tenant to fund the costs incurred by the tenant to restore the damage pursuant to Section 4.1 hereof, with any excess being the property of the Tenant.

(b) Comprehensive general liability insurance covering as named insureds the Landlord and the Tenant against liability to the public relating to the operation, maintenance or use of the Demised Premises. Limits of liability including

personal injury shall be at least one million dollars (\$1,000,000) combined single limit bodily injury and/or property damage or both combined.

(c) Workers' Compensation insurance and Employers' Liability as required by Law for any employees of the Tenant.

(d) Business interruption insurance in the principal amount of \$100,000.00.

(e) All policies obtained pursuant to the provisions of this subsection shall provide that they shall not be canceled or modified without thirty (30) days' prior written notice to the Landlord.

4.5 Tenant shall not be obliged to perform any of the undertakings set forth in this Article IV if such performance would be in violation of any applicable law, ordinance, regulation or order provided that Tenant shall use its best efforts to obtain, at its expense, all permits, licenses and approvals required to perform those undertakings which, by their terms, are obligatory.

ARTICLE V - INDEMNITY

5.1 Tenant agrees to indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from Tenant's use of the Demised Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant, in or about the Demised Premises, and will further indemnify and save Landlord harmless against and from any and all claims arising from any breach or default on Tenant's part in the performance of any covenant or agreement on Tenant's part to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought against Landlord, by reason of any such claim. Tenant, upon notice from Landlord, covenants to resist or defend at Tenant's expense such action or proceeding by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property in or upon the Demised Premises from any source and to whomever belonging, and Tenant hereby waives all claims in respect thereof against Landlord and agrees to defend and save Landlord harmless from and against any such claims by others.

ARTICLE VI - EMINENT DOMAIN

6.1 If all of the Demised Premises, or such material part thereof as, in the sole judgment of the Tenant, shall render unfeasible the continued operation of the Demised Premises as a TV Studio is taken or condemned by any public or quasi public authority pursuant to the power of eminent domain or deed in lieu thereof, Tenant may terminate this Lease by written notice to Landlord. Tenant shall be entitled to receive all

condemnation awards and may, but need not, apply such proceeds to restore the Demised Premises. All excess amounts following restoration shall belong to Landlord.

ARTICLE VII - ECONOMIC ABANDONMENT

7.1 If Tenant shall determine, in its sole judgment, that the continued operation of the TV Studio is not in Tenant's best interest, Tenant may terminate this Lease by written notice to Landlord.

ARTICLE VIII - QUIET ENJOYMENT

8.1 Landlord covenants that Tenant, upon performing all of its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Demised Premises for the term of this Lease subject to all of the covenants, terms and conditions herein contained, and to the provisions of any applicable statutes, ordinances, rules and regulations.

ARTICLE IX - ENTIRE AGREEMENT

9.1 It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements, conditions and understandings between Landlord and Tenant relative to the Demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed and their respective corporate seals affixed by duly authorized corporate officers on the day and year first above written.

LANDLORD:

HERSHEY'S MILL HOMEOWNERS ASSOCIATION

By Edward E. McFalls s/s
Vice President

TENANT:

HERSHEY'S MILL COMMUNITY-TV

By Milton Brown s/s
President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : SS.
:

On this, the 9th day of March, 2000, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Edward E. McFalls, known to me (or satisfactorily proven) to be the Vice President of the Hershey's Mill Homeowners Association, a Pennsylvania non-profit corporation, and that he, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Gary R. McEwen

(Notarial Seal)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : SS.
:

On this, the 9th day of March, 2000, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Milton Brown, known to me (or satisfactorily proven) to be the President of Hershey's Mill Community-TV, a Pennsylvania non-profit corporation, and that he, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Gary R. McEwen

(Notarial Seal)