SUNNY BOY
3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US

Value-Added Improvements

- Superior integration with SMA's MLPE Power+ Solution
- World's first Secure Power Supply* now offers up to 2,000 W
- Full grid management capabilities ensure a utility-compliant solution for any market

Reduced Labor

- New Installation Assistant with direct access via smartphone minimizes time in the field
- Integrated disconnect simplifies equipment stocking and speeds installation

Unmatched Flexibility

- SMA's proprietary OptiTrac™ Global Peak technology mitigates shade with ease
- Multiple independent MPPTs accommodate hundreds of stringing possibilities

Trouble-Free Servicing

- Two-part enclosure concept allows for simple, expedited servicing
- Enhanced AFCI technology reduces false tripping while improving sensitivity in real arcs

SUNNY BOY
3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US

Reduce costs across your entire residential business model

The residential PV market is changing rapidly. Your bottom line matters more than ever—so we've designed a superior residential solution to help you decrease costs at every stage of your business operations. The Sunny Boy 3.0-US/3.8-US/5.0-US/6.0-US/7.0-US/7.7-US join the SMA lineup of field-proven solar technology backed by the world's #1 service team, along with a wealth of improvements. Simple design, improved stocking and ordering, value-driven sales support and streamlined installation are just some of the ways that SMA helps your business operate more efficiently. And, Sunny Boy's superior integration with the innovative Power+ Solution means installers have even more flexibility in addressing their toughest challenges.

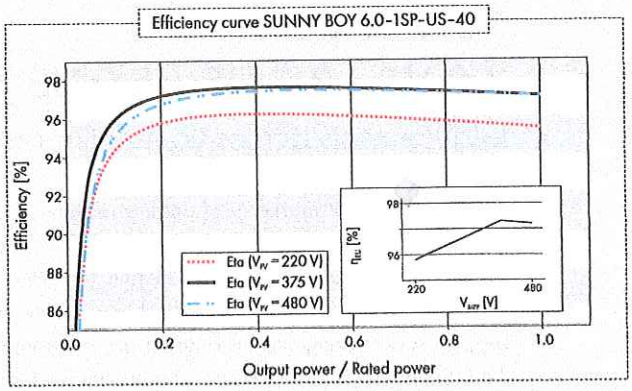
Technical data	Sunny Boy 3.0-US		Sunny Boy 3.8-US		Sunny Boy 5.0-US	
	208 V	240 V	208 V	240 V	208 V	240 V
Input (DC)						
Max. usable DC power	3100 W	3100 W	3450 W	4000 W	5150 W	5150 W
Max. DC voltage	600 V					
Rated MPP voltage range	155 - 480 V		195 - 480 V		220 – 480 V	
MPPT operating voltage range	100 – 550 V					
Min. DC voltage / start voltage	100 V / 125 V					
Max. operating input current per MPPT	10 A					
Max. short circuit current per MPPT	18 A					
Number of MPPT tracker / string per MPPT tracker	2/1				3 / 1	
Output (AC)						
AC nominal power	3000 W	3000 W	3330 W	3800 W	5000 W	5000 W
Max. AC apparent power	3000 VA	3000 VA	3330 VA	3800 VA	5000 VA	5000 VA
Nominal voltage / adjustable	208 V / ●	240 V / ●	208 V / ●	240 V / ●	208 V / ●	240 V / ●
AC voltage range	183 – 229 V	211 – 264 V	183 – 229 V	211 – 264 V	183 – 229 V	211 – 264 V
AC grid frequency	60 Hz / 50 Hz					
Max. output current	14.5 A	12.5 A	16.0 A	16.0 A	24.0 A	24.0 A
Power factor (cos φ)	1					
Output phases / line connections	1 / 2					
Harmonics	< 4 %					
Efficiency						
Max. efficiency	97.2 %	97.6 %	97.2 %	97.5 %	97.2 %	97.5 %
CEC efficiency	96 %	96.5 %	96.5 %	96.5 %	96.5 %	97 %
Protection devices						
DC disconnect device	●					
DC reverse polarity protection	●					
Ground fault monitoring / Grid monitoring	●					
AC short circuit protection	●					
All-pole sensitive residual current monitoring unit (RCMU)	●					
Arc fault circuit interrupter (AFCI)	●					
Protection class / overvoltage category	I / IV					
General data						
Dimensions (W / H / D) in mm (in)	535 x 730 x 198 (21.1 x 28.5 x 7.8)					
Packaging dimensions (W / H / D) in mm (in)	600 x 800 x 300 (23.6 x 31.5 x 11.8)					
Weight / packaging weight	26 kg (57 lb) / 30 kg (66 lb)					
Operating temperature range	- 25°C ...+60°C					
Noise emission (typical)	39 dB(A)					
Internal power consumption at night	< 5 W					
Topology	Transformerless					
Cooling concept	Convection					
Features						
Ethernet ports	2					
Secure Power Supply	●*					
Display (2 x 16 characters)	●					
WLAN	●					
Sensor module / External WLAN antenna	o / o					
Warranty: 10 / 15 / 20 years	●/o/o					
Certificates and approvals	UL 1741, UL 1998, UL 1699B, IEEE1547, FCC Part 15 (Class A & B), CAN/CSA V22.2 107.1-1					
● Standard features o Optional features – Not available	Data at nominal conditions		NOTE: US inverters ship with gray lids.		* Not functional with Power+ Solution	
Type designation	SB3.0-1SP-US-40		SB3.8-1SP-US-40		SB5.0-1SP-US-40	

Accessories

Sensor module
MD.SEN-US-40

External WLAN antenna
EXTANT-US-40

SMA Rooftop
Communication Kit
ROOFCOMMKIT-P1-US



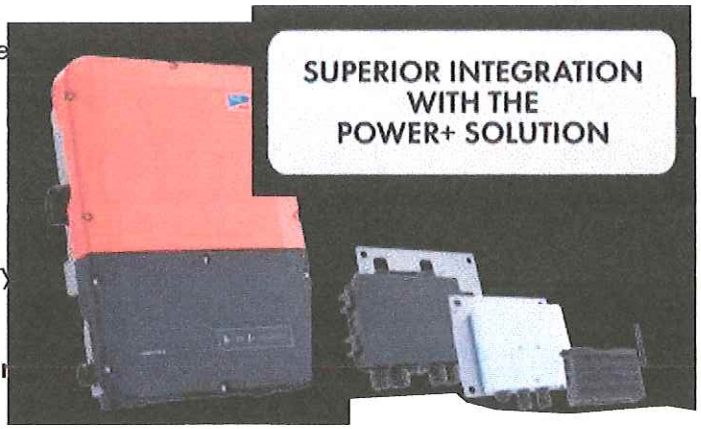
Technical data	Sunny Boy 6.0-US		Sunny Boy 7.0-US		Sunny Boy 7.7-US	
	208 V	240 V	208 V	240 V	208 V	240 V
Input (DC)						
Max usable DC power	5400 W	6200 W	6900 W	7200 W	6900 W	7950 W
Max. DC Voltage	600 V					
Rated MPP Voltage range	220 - 480 V		245 - 480 V		270 - 480 V	
MPPT operating voltage range	100 - 550 V					
Min. DC voltage / start voltage	100 V / 125 V					
Max. operating input current per MPPT	10 A					
Max. short circuit current per MPPT	18 A					
Number of MPPT tracker / string per MPPT tracker	3 / 1					
Output (AC)						
AC nominal power	5200 W	6000 W	6660 W	7000 W	6660 W	7680 W
Max. AC apparent power	5200 VA	6000 VA	6660 VA	7000 VA	6660 VA	7680 VA
Nominal voltage / adjustable	208 V / ●	240 V / ●	208 V / ●	240 V / ●	208 V / ●	240 V / ●
AC voltage range	183 - 229 V	211 - 264 V	183 - 229 V	211 - 264 V	183 - 229 V	211 - 264 V
AC grid frequency	60 Hz / 50 Hz					
Max. output current	25.0 A	25.0 A	32.0 A	29.2 A	32.0 A	32.0 A
Power factor (cos φ)	1					
Output phases / line connections	1 / 2					
Harmonics	< 4 %					
Efficiency						
Max. efficiency	97.2 %	97.6 %	97.1 %	97.5 %	97.1 %	97.5 %
CEC efficiency	96.5 %	97 %	96.5 %	97 %	96.5 %	97 %
Protection devices						
DC disconnect device	●					
DC reverse polarity protection	●					
Ground fault monitoring / Grid monitoring	●					
AC short circuit protection	●					
All-pole sensitive residual current monitoring unit (RCMU)	●					
Arc fault circuit interrupter (AFCI)	●					
Protection class / overvoltage category	I / IV					
General data						
Dimensions (W / H / D) in mm (in)	535 x 730 x 198 (21.1 x 28.5 x 7.8)					
Packaging Dimensions (W / H / D) in mm (in)	600 x 800 x 300 (23.6 x 31.5 x 11.8)					
Weight / packaging weight	26 kg (57 lb) / 30 kg (66 lb)					
Operating temperature range	- 25°C ...+60°C					
Noise emission (typical)	39 dB(A)		45 dB(A)			
Internal power consumption at night	< 5 W					
Topology	Transformerless					
Cooling concept	Convection		Fan			
Features						
Ethernet ports	2					
Secure Power Supply	●*					
Display (2 x 16 characters)	●					
WLAN	●					
Sensor module / External WLAN antenna	o / o					
Warranty: 10 / 15 / 20 years	●/o/o					
Certificates and approvals	UL 1741, UL 1998, UL 1699B, IEEE1547, FCC Part 15 (Class A & B), CAN/CSA V22.2 107.1-1					
● Standard features o Optional features – Not available Data at nominal conditions NOTE: US inverters ship with gray lids. * Not functional with Power+ Solution						
Type designation	SB6.0-1SP-US-40		SB7.0-1SP-US-40		SB7.7-1SP-US-40	

POWER+ SOLUTION

The SMA Power+ Solution combines legendary SMA inverter performance and intelligent DC module-level electronics in one cost-effective, comprehensive package. This means that you can achieve maximum solar power production for your customers while also realizing significant installation savings.

Unlike conventional microinverter and DC optimizer systems, Power+ is faster to install, provides more flexibility, boasts logistical advantages, and reduces service risk.

Visit www.SMA-America.com for more information



SIMPLE, FLEXIBLE DESIGN

Speed the completion of customer proposals and maximize the efficiency of your design team with the Sunny Boy-US series, which provides a new level of flexibility in system design by offering:

» Hundreds of stringing configurations and multiple independent MPPTs

» SMA's proprietary OptiTrac™ Global Peak shade mitigation technology

» Diverse application options including on- and off-grid compatibility

VALUE-DRIVEN SALES ENABLEMENT

SMA wants to enable your sales team by arming them with an abundance of feature/benefit support. Show your customers the value of the Sunny Boy-US series by utilizing:

» Secure Power Supply, now with 2,000 W of opportunity power in the event of a grid outage, as an increased value-add or upsell opportunity

» SMA's 35 year history and status as the #1 global inverter manufacturer instills homeowners with peace of mind and the long-term security they demand from a PV investment

» An economical solution for shade mitigation and the challenges of complex roofs

IMPROVED STOCKING AND ORDERING

Ensure that your back office business operations run smoothly and succinctly while mitigating potential errors. The Sunny Boy-US series can help achieve cost savings in these areas by providing:

» An integrated DC disconnect that simplifies equipment stocking and allows for a single inverter part number

» All communications integrated into the inverter, eliminating the need to order additional equipment

STREAMLINED INSTALLATION AND COMMISSIONING

Expedite your operations in the field by taking advantage of the new Sunny Boy's installer-friendly feature set including:

» Direct access via smartphone and utilization of SMA's Installation Assistant, which minimizes time/labor spent in the field and speeds the path to commissioning

» Improved communication—no need to install additional equipment

» Integrated DC disconnect that simplifies onsite logistics and eliminates the need to install a separate disconnect unit, speeding overall installation time

SUPERIOR SERVICE

SMA understands the factors that contribute to lifetime PV ownership cost, that's why the Sunny Boy-US series was designed for maximum reliability and backstopped by an unmatched service offering. Benefit from:

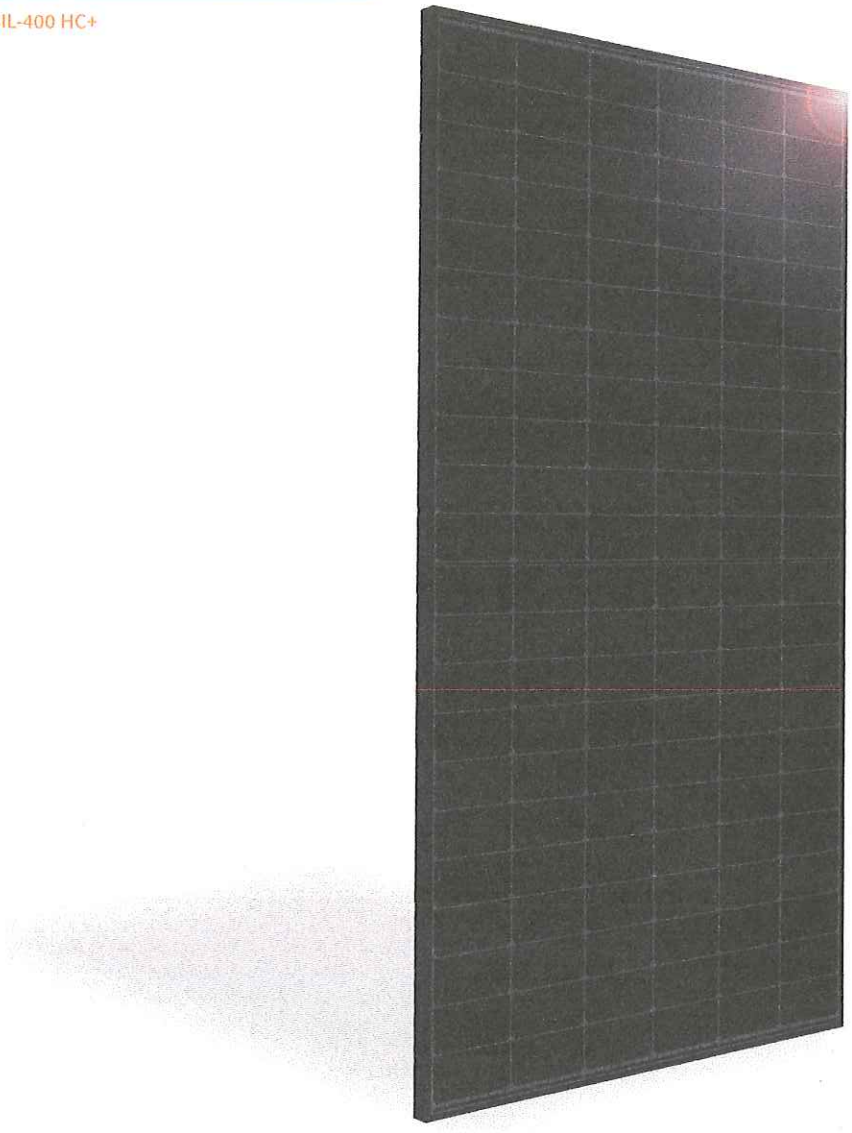
» The new Sunny Boy's two-part enclosure concept that separates the connection unit from the power unit, which allows for simple, expedited servicing

» The #1 service team in the PV industry, as recognized by IMS research, with experience servicing an installed base of more than 55 GW

SILFAB PRIME

SIL-400 HC+

SILFAB SOLAR®



RELIABLE ENERGY. DIRECT FROM THE SOURCE.

Designed to outperform.

Dependable, durable, high-performance solar panels engineered for North American homeowners.

SILFABSOLAR.COM

IEC Fraunhofer ISE CHUBB

ELECTRICAL SPECIFICATIONS		400	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	400	298
Maximum power voltage (Vpmax)	V	36.05	33.50
Maximum power current (Ipmax)	A	11.10	8.90
Open circuit voltage (Voc)	V	43.02	40.35
Short circuit current (Isc)	A	11.58	9.34
Module efficiency	%	20.2%	18.8%
Maximum system voltage (VDC)	V	1000	
Series fuse rating	A	20	
Power Tolerance	Wp	0 to +10	

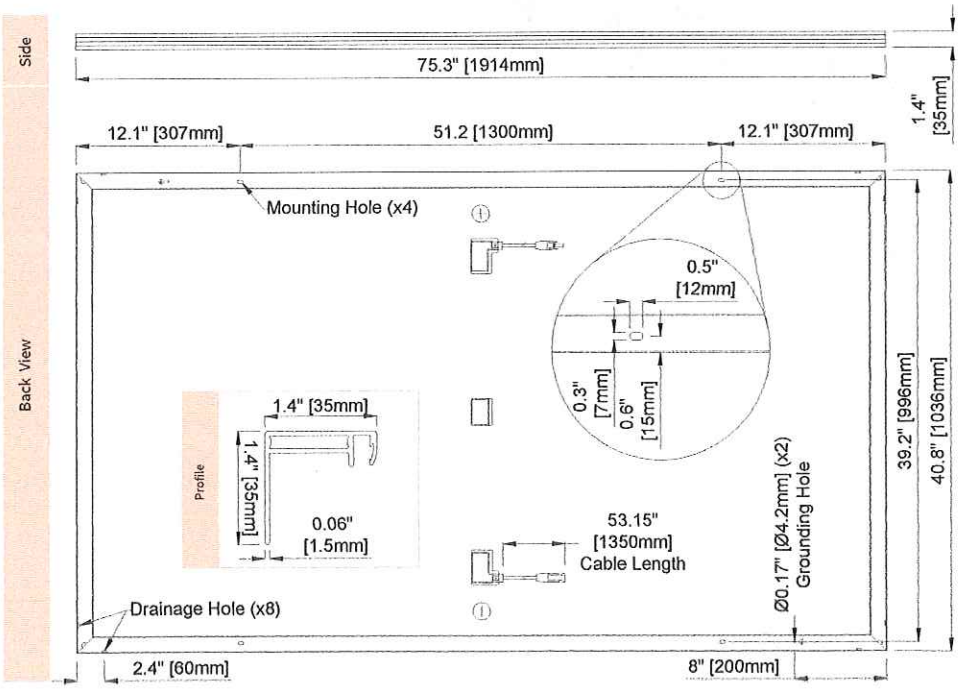
Measurement conditions: STC 1000 W/m² • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ≤ 3%
Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10W.

MECHANICAL PROPERTIES / COMPONENTS	METRIC	IMPERIAL
Module weight	21.3kg ±0.2kg	47lbs ±0.4lbs
Dimensions (H x L x D)	1914 mm x 1036 mm x 35 mm	75.3 in x 40.8 in x 1.37 in
Maximum surface load (wind/snow)*	5400 Pa rear load / 5400 Pa front load	112.8 lb/ft² rear load / 112.8 lb/ft² front load
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	132 Half cells - Si mono PERC 9 busbar - 83 x 166 mm	132 Half cells- Si mono PERC 9 busbar - 3.26 x 6.53 in
Glass	3.2 mm high transmittance, tempered, DSM antireflective coating	0.126 in high transmittance, tempered, DSM antireflective coating
Cables and connectors (refer to installation manual)	1350 mm, ø 5.7 mm, MC4 from Staubli	53 in, ø 0.22 in (12AWG), MC4 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, fluorine-free PV backsheet	
Frame	Anodized Aluminum (Black)	
Bypass diodes	3 diodes-30SQ045T (45V max DC blocking voltage, 30A max forward rectified current)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP68 rated	

TEMPERATURE RATINGS		WARRANTIES	
Temperature Coefficient Isc	+0.064 %/°C	Module product workmanship warranty	25 years**
Temperature Coefficient Voc	-0.28 %/°C	Linear power performance guarantee	30 years
Temperature Coefficient Pmax	-0.36 %/°C		≥ 97.1% end 1st yr ≥ 91.6% end 12th yr ≥ 85.1% end 25th yr ≥ 82.6% end 30th yr
NOCT (± 2°C)	45 °C		
Operating temperature	-40/+85 °C		

CERTIFICATIONS		SHIPPING SPECS	
Product	UL 61215-1:2017 Ed.1, UL 61215-2:2017 Ed.1, UL 61730-1:2017 Ed.1, UL 61730- 2:2017 Ed.1, CSA C22.2#61730-1:2019 Ed.2, CSA C22.2#61730-2:2019 Ed.2, IEC 61215-1:2016 Ed.1, IEC 61215-2:2016 Ed.1, IEC 61730-1:2016 Ed.2, IEC 61730-2:2016 Ed.2, IEC 61701:2020 (Salt Mist Corrosion), IEC 62716:2013 (Ammonia Corrosion), UL Fire Rating: Type 2, CEC Listed.	Modules Per Pallet:	26 or 26 (California)
		Pallets Per Truck	32 or 31 (California)
Factory	ISO9001:2015	Modules Per Truck	832 or 806 (California)

* ⚠ Warning. Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules.
** 12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at silfabsolar.com.
PAN files generated from 3rd party performance data are available for download at: silfabsolar.com/downloads.



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Silfab - SIL-400-HC+-20221228

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DAVIS & DIAMOND LLP

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(845) 298-2842
info@srddlaw.com
www.srddlaw.com

MAIN OFFICE
1136 Route 9
Wappingers Falls
New York 12590

Poughkeepsie Journal Building
85 Civic Center Plaza, Suite 100
Poughkeepsie, NY 12601

Please direct all replies to Wappingers Falls office.

January 7, 2020

Mr. and Mrs. Pasquale Iovieno
208 Zandhoek Road
Hurley, NY 12443

RE: Iovieno from Covello
Premises: Bristol Hill Road, Glenford, NY 12433
SRDD File: 34195

Dear Pasquale & Ashley:

Enclosed please find the original Deed in connection with the above entitled matter which has been filed in the Ulster County Clerk's office on October 18, 2017 at Instrument No. 2017-00015246. Also enclosed please find the original Final Title Policy issued by Old Republic National Title Insurance Company.

Please keep these documents in a safe place for future reference.

Very truly yours,

STENGER, ROBERTS, DAVIS & DIAMOND, LLP

Stephen E. Diamond/bs
STEPHEN E. DIAMOND
sdiamond@srddlaw.com

SED:bs
Enclosure

Certificate of Occupancy

The Town Of Hurley Building Department, County of Ulster, State Of New York
hereby issues this certificate as described herein:

Certificate Number : **2018-103**

It is hereby certified that inspection(s) of the building(s) or structure(s) noted below have/has been conducted pursuant to applicable regulations. Such inspections(s) have/has revealed no uncorrected deficiency or material violation of applicable laws or codes. Such construction or work is found to be in substantial conformance with the plans and/or other information on file with this office in connection with the building permit.

Tax Parcel ID : **00/37.4-3-1**

Permit Number: **2018-103**

Permit Date : **7/17/2018**

Type Of Permit : ***NC-RESIDENTI***

Street Address of Property: **106 BRISTOL HILL RD**

COPY

Property Owner's Name & **IOVIENO, PASQUALE**
Address : **IOVIENO, ASHLEY**
33 BASIN ROAD
WEST HURLEY, NY 12491

Description Of Work : **4 BEDROOM SINGLE-FAMILY HOME WITH GARAGE**

Building Inspector
Glenn Hoffstatter

CO Issue Date **5/27/2021**

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
NEW VENTURE ABSTRACT, LTD
9 CANNON STREET
POUGHKEEPSIE, NY 12601
PHONE: (845) 485-9038

Policy Number **OX-11989495** **File Number: 17-NV-UL-69280**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

3. Unmarketable Title.

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned: Adriene M. Conrad
New Venture Abstract Ltd.
9 Cannon Street
Poughkeepsie, NY 12601

Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By Mark A Bilsey *President*

Attest Daniel Wold *Secretary*

ORT Form 4309
ALTA Owners Policy of Title Insurance 6-17-06

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
(i) to be timely, or
(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

STANDARD NEW YORK ENDORSEMENT

(OWNER POLICY)

Attached to and made a part of Policy Number: OX-11989495

1. The following is added as a Covered Risk:

   "11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

   5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls.Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

10/11/2017

New Venture Abstract, Ltd.
(NYS License No. 1366229)
9 Cannon Street
Poughkeepsie, New York 12601
Phone (845) 485-9038 Fax (845) 485-3206

By: Adrienne M. Conrad
Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By Mark A. Bilsey *President*

Attest David Wold *Secretary*

Schedule A Description

All that certain plot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the Town of Hurley, Ulster County, New York, more particularly bounded and described as follows:

Lot 6 as shown on Map of Subdivision known as Bristol Hill, being a division of lands of Roger Paul Mizerak and Laura A. Mizerak, situate at Old Route 28, Glenford, dated September 1, 1985 and filed in the office of the Ulster County Clerk on February 13, 1986 as Map Nos. 6162, 6162A and 6162B. Containing 1.798 acres of land.

Also conveying an Easement and Right of Way for ingress and egress over and across the road shown on the aforesaid Subdivision Maps running from the furthest corner of the lot hereby conveyed to Old Route 28 subject to and together with the benefits of the Declaration as to Maintenance of Bristol Hill Private Road dated February 7,1986 and recorded in the Ulster County Clerk's Office in Liber 1580 of Deeds at page 48.

Old Republic National Title Insurance Company

Schedule A

Alta Owner Policy

Title Number:	**17-NV-UL-69280**	Policy Number	**OX-11989495**
Policy Date	**10/11/2017**	Policy Amount	**$ 80,000.00**

1. Name of Insured

   Pasquale Iovieno and Ashley Iovieno

2. The estate or interest in the land which is covered by this policy is:

   Fee Simple

3. Title to the estate or interest in the land is vested in:

   Pasquale Iovieno and Ashley Iovieno, Husband and Wife, by Deed from Paul Covello and Domenick Covello, dated 10/11/2017 and recorded 10/18/2017 at Instrument No. 2017-15246, in the Ulster County Clerk's Office.

4. The land referred to in this policy is described as follows:

PREMISES KNOWN AS:

1. Address **Bristoll Hill Road**

   S/B/L **37.4 /3/1**

New Venture Abstract, Ltd.
(NYS License No. 1366229)
9 Cannon Street
Poughkeepsie, New York 12601

Adriene M. Conrad

Countersigned:_____

Authorized Officer or Agent

Owner's Policy
Schedule B

Title Number: **17-NV-UL-69280** Policy Number:**OX-11989495**

The following are expressly excluded from coverage of Policy, and the Company will not pay loss or damage costs, attorneys' fees, or expenses which arise by reason of:

1. Any state of facts which an accurate survey would disclose.
2. The exact location, courses and dimensions are not insured without a survey certified to the Company.
3. The exact acreage of the premises is not insured.
4. Any state of facts which a personal inspection of the premises would disclose.
5. Rights of others in and to the free and uninterrupted flow of any creek or stream crossing or bounding the premises.
6. Title is not insured to any portion of the premises lying within the bed of BRISTOLL HILL ROAD.
7. Rights of utility companies to maintain their poles, wires and guys.
8. Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon premises to maintain and repair the same.
9. Notes, terms, conditions, etc. as set forth on Filed Map No. 6162A-B.
10. Declaration of Protective Covenants and Easements at Liber 1580, cp 39 and amended at Liber 1701, cp 344.
11. Restriction for access at Liber 1997, cp 219.
12. Declaration as to maintenance at Liber 1580, cp 48.
13. Utility Company Agreements at Liber 1622, cp 23.

60 2017 00015246

Ulster County
Nina Postupack
County Clerk
Kingston, NY 12401

Volm-6222 Pg-267

Instrument Number: 2017- 00015246
As
D01 - Deed

Recorded On: **October 18, 2017**

Parties: **COVELLO PAUL**
To
IOVIENO PASQUALE

Recorded By: **NEW VENTURE**

Comment:

Billable Pages: **5**

Num Of Pages: **5**

**** Examined and Charged as Follows: ****

D01 - Deed	65.00	RP5217-250	250.00	Tax Affidavit TP 584	5.00
Recording Charge:	**320.00**				

	Amount	Consideration Amount	RS#/CS#				
Tax-Transfer	320.00	80,000.00	1449	Basic	0.00		
HURLEY				Local	0.00	Special Additional	0.00
				Additional	0.00	Transfer	320.00
Tax Charge:	**320.00**						

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County,

File Information:

Document Number: 2017- 00015246
Receipt Number: 1603696
Recorded Date/Time: October 18, 2017 02:24:45P
Book-Vol/Pg: Bk-D Vl-6222 Pg-267
Cashier / Station: k ktsc / Cashier Workstation 7

Record and Return To:

STENGER ROBERTS DAVIS&DIAMOND
1136 RT 9
WAPPINGER FALLS NY 12590

SEAL OF ULSTER COUNTY STATE OF NEW YORK 1805

Nina Postupack

Nina Postupack Ulster County Clerk

Schedule A Description

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