

NOTES RE: NEW REVISED SETTLEMENT AGREEMENT

The following changes have been made to the settlement agreement:

1. Paragraph 1 was revised to confirm Wilmar's ownership interest in the section 11 parcels and to make it clear that the settlement agreement relates to the section 11 parcels, the parcels subject to the lawsuit, and not the section 14 parcels.
2. Paragraph 2 was revised to clarify that this settlement agreement was not arrived at during mediation.
3. Paragraph 4 was revised to make it clear that Wilmar's and Mathy's relinquishment of their grandfather or non-conforming use rights is conditioned upon the validity and terms of their CUP not being successfully challenged. If the validity or conditions of the CUP are successfully challenged by third parties, Mathy retains its grandfather or non-conforming use rights. Township enforcement actions would not be considered challenges to the validity or terms of the CUP.
4. In new paragraph 5, Wilmar and Mathy make it clear that the agreement applies to the properties for which they sought nonconforming use rights in the lawsuit, the section 11 properties.
5. In new paragraph 8, revisions relating to how the court dates would be handled were made.
6. Wilmar and Mathy release the Township from claims related to the section 11 properties in paragraph 11. In the following paragraph, it is again made clear that the agreement does not pertain to the section 14 properties.
7. Paragraph 14 simply acknowledges a legal point: that all parties participated in the creation of the drafting of the agreement, so if it is ambiguous on any point it should not be construed against any one party.