

THIS INDENTURE, made the 11th day of February 2022

BETWEEN

Michael James Clark, as Trustee of the Michael James Clark Trust, dated 10/27/2014, having an address at 604 Verbank Road, Millbrook, New York 12545

party of the first part, and

Quila Farms LLC, a New York limited liability company whose address is c/o Rosewood Family Advisors LLP, P.O. Box 61239, Palo Alto, CA 94306

party of the second part,

WITNESSETH, that the party of the first part, in consideration of the sum of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Town of Washington, County of Dutchess, and State of New York, more particularly described on Schedule A attached hereto and made a part hereof,

BEING the same premises conveyed to Michael James Clark, as Trustee of the Michael James Clark Trust by deed from CORINNE I LLC, dated April 16, 2019 and recorded on April 17, 2019 as document number 02-2019-2477 in the Dutchess County Clerk's Office.

SUBJECT to restrictions described on Schedule B and Schedule D attached hereto and made a part hereof.

SUBJECT to a Grant of Easement for ingress, egress and road maintenance, attached hereto as Schedule C and made a part hereof.

Subject to all other covenants, conditions, easements, and restrictions of record.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



Michael James Clark, Trustee