



ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

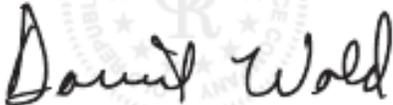
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Issued through the Office of
Main Street Title & Settlement Services, LLC
190 Main Street
Suite 305
Hackensack, NJ 07601

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

Dominick DeCarlo
Authorized Signatory

By  President
Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse

claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Schedule A

ALTA COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: Main Street Title & Settlement Services, LLC
Issuing Office's ALTA® Registry ID: 1046258
Loan ID Number:
Revision Number: 0

Issuing Office: 190 Main Street, Suite 305, Hackensack, NJ 07601
Issuing Office File Number: MSQ-12441
Commitment Number: MSQ-12441-1
Property Address: 8 Somerset Lane (f/k/a 45 River Road), Edgewater,
NJ 07020 and 45 River Road, Edgewater, NJ 07020

1. Commitment Date: 01/26/2022 at 08:00
2. Policy to be issued:
 - (a) ALTA Loan Policy
Proposed Insured: **Hanover Bank, ISAOA/ATIMA
80 East Jericho Turnpike, Mineola, NY 11501**

Note: Final Mortgage Policy will insure that the above referenced mortgage is a valid first lien on the within described premises.

Proposed Policy Amount: **\$11,600,000.00**

3. The estate or interest in the land described or referred to in this Commitment is:
Property 1: Fee Simple, and title to the estate or interest in the land is at the Effective Date vested in

45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC

45 River Road Associates, LLC, under Deed from i.Park Edgewater, LLC by i.Park Edgewater Holdings, LLC (Managing Member) by i.Park Edgewater Investments, Inc. (Managing Member), dated 02/10/2015, recorded in the Bergen County Clerk's Office on 02/19/2015 in Deed Book V1866, Page 895.

NOTE: This deed conveys Block 99, Lot 1.19.

45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC, under Deed from i.Park Edgewater, LLC, dated 12/07/2020, recorded in the Bergen County Clerk's Office on 07/06/2021 in Deed Book V4254, Page 1450.

NOTE: This deed conveys Block 99, Lot 1.19 and Lot 1.13.

Certificate of Name Change of 45 River Road Associates LLC to 45 River Road Urban Renewal Associates, LLC filed 10/27/20
Property 2: Fee Simple, and title to the estate or interest in the land is at the Effective Date vested in

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Old Republic National Title Insurance Company

Authorized Signatory
Main Street Title & Settlement Services, LLC

4. The land referred to in this Commitment is described as follows:
See legal description in Exhibit "A" attached hereto and made a part hereof.

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Schedule B-I

ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Duly authorized and executed Mortgage from 45 River Road Urban Renewal Associates, L.L.C, f/k/a 45 River Road Associates, LLC, a Limited Liability Company, to Hanover Bank, ISAOA/ATIMA, securing its loan in the amount of \$11,600,000.00.
5. Taxes, charges, assessments and utilities:
 - (a) All taxes and other municipal charges are to be paid through and including the current quarter.
 - (b) Assessment Search is attached. Subject to facts set forth therein.
 - (c) Tax Search is attached. Subject to facts set forth therein.NOTE: Continuation search will not include taxes unless expressly requested.
6. Original photo identification for all parties to the transaction must be provided.
7. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.
8. In the event that the proceeds of the loan to be secured by the mortgage to be insured hereunder, if any, are not to be fully disbursed at closing, this Company must be notified and this Commitment will then be modified accordingly.
9. This Company requires that a title continuation (or rundown) must be ordered not less than 24 hours before closing.
10. The Company requires that a NOTICE OF SETTLEMENT in connection with the transaction to be insured be filed pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more than sixty (60) days before, the anticipated date of recording of the closing documents. If the closing is postponed, a second Notice must be filed before the expiration of the first. If both a deed and mortgage are to be insured, two (2) Notices must be filed: one for the deed, and one for the mortgage.
11. This Company requires that immediately upon the closing of the title to be insured hereunder, a copy of Settlement Statement, a copy of the payoff letter(s) of the mortgage(s) and/or liens that were paid off at closing and a copy of the check(s) issued to pay off same must be provided forthwith.

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Schedule B I

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12. Purchasers and/or borrowers acknowledge that attached to this Commitment is the policy statement of the underwriter and its agent, pursuant to the Gramm-Leach-Bliley Act. This notice is given pursuant to Federal Statute and Regulations.
13. Subject to facts disclosed by the New Jersey Superior Court, United States District Court, United States Bankruptcy Court and/or United States Patriot Searches vs. the SELLER/OWNER, which are attached hereto and made a part hereof. Affidavit of Title must contain a copy of judgment search and make specific reference to said judgment search and specifically state that the judgments shown thereon are not against the deponent but persons of similar names or said judgments must be satisfied of record.
14. Subject to facts disclosed by the New Jersey Superior Court, United States District Court, United States Bankruptcy Court and/or United States Patriot Searches vs. the PREDECESSORS IN TITLE, which are attached hereto and made a part hereof. Affidavit of Title must contain a copy of judgment search and make specific reference to said judgment search and specifically state that the judgments shown thereon are not against the deponent but persons of similar names or said judgments must be satisfied of record.
15. Subject to facts disclosed by Riparian/Tidelands Search.
NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.
16. Proof of marital status or civil union status of all parties to this transaction must be produced. If the subject property is the primary marital or civil union residence of the owner, the joinder of spouse or civil union partner in the execution of the proposed instruments to be insured hereunder is required pursuant to N.J.S.A. 3B:28-3 et seq.
17. Production of a Certificate of Formation of 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC, together with amendments and/or supplements thereto. NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.****OMITTED 04/06/22 ED****
18. Proof is required that the Certificate of Formation for 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC, a New Jersey Limited Liability Company (together with all amendments thereto, if any), has been filed with the Department of the Treasury pursuant to the Revised Uniform Limited Liability Company Act, N.J.S.A. 42:2C-1 et seq.; and that the Certificate of Formation is still in full force and effect.****OMITTED 04/06/22 ED****
19. Production of the Operating Agreement 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC, together with amendments and/or supplements thereto. Proof is required that the Operating Agreement does not restrict the ability of the managing members to execute the instruments to be insured. NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify. ****OMITTED 04/06/22 ED****
20. Proof is required by Affidavit or otherwise that 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC continues to be a valid and ongoing Limited Liability Company, pursuant to N.J.S.A. 42:2C-1 et seq., and further that same is still in full force and effect; that the Limited Liability Company has not classified itself as a Corporation for federal income tax purposes or, in lieu thereof, that any Corporate Franchise Taxes which may be due and owing will be paid through the date of closing, with subsequent proof thereof to be produced.
21. Good Standing Report for 45 River Road Urban Renewal Associates, L.L.C. dated 03/25/22 shows: Said business continues in Good Standing. (Reported for Information Only).
22. Proof is required by Affidavit or otherwise that the Operating Agreement of 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC has not been modified and/or amended and that there has been no change in the composition of the Limited Liability Company since its formation. Further, that the consent of the members to the proposed transaction is not required or, in lieu thereof, production of said consent, executed by the appropriate parties.

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23. Pay, cancel, satisfy, discharge, release, subordinate and/or dispose of the following liens, judgments, encumbrances and/or mortgages of record:

Mortgage No. 1:

Mortgage made by 45 River Road Urban Renewal Associates, L.L.C. to The Community Preservation Corporation, dated 12/01/2020 and recorded on 07/06/2021 in Mortgage Book V4254, Page 1460 in the amount of \$8,845,000.00.

NOTE: Multifamily Construction Loan Mortgage, Assignment of Rents, Security Agreement and Fixture Filing. The above Mortgage affects Block 99, Lots 1.19 and 1.13.

Mortgage Assignment:

Assignee: CPC Funding SPE 2, LLC by Book V4503, Page 1471.

Mortgage Assignment:

Assignee: CPC Funding SPE 2, LLC by Book V4503, Page 1477.

Assignment of Rents and Leases:

Assignment of Rents and Leases recorded in Book V4254, Page 1520.

24. Pay, cancel, satisfy, discharge, release, subordinate and/or dispose of the following liens, judgments, and/or encumbrances of record:

Financing Statement 1:

Financing Statement Book V4254, Page 1532;

Recorded: 07/06/2021; Debtor: 45 River Road Urban Renewal Associates, L.L.C.; Secured Party: The Community Preservation Corporation.

NOTE: The above UCC affects Block 99, Lots 1.19 and 1.13.

Assignment of Financing Statement:

Assignee: CPC Funding SPE 2, LLC; Book: V4503, Page: 1482.

25. State UCC Search dated 03/25/22 vs. 45 River Road Urban Renewal Associates, L.L.C. shows: No active financing statements found of record. (Reported for informational purposes).
26. Pending Litigations vs. 45 River Road Urban Renewal Associates, L.L.C has been ordered but not yet received.
27. Pending Litigations vs. Joseph A. Daibes dated 03/16/22 shows: See Attached. (For Informational Purposes Only)
****OMITTED**** 04/07/22 ED
28. State UCC Search dated 03/10/22 vs. Joseph A. Dabies shows: No active financing statements found of record. (Reported for informational purposes).
29. County UCC/Judgments Search vs. Joseph A. Dabies shows: No active financing statements found of record. (Reported for informational purposes).

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Schedule B I

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Schedule B-II

ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the company will not pay loss or damage costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
2. Any liens on your title, arising now or later, for labor and material, not shown by the public record.
3. Rights or claims of parties in possession of the Land not shown by the Public Records.
4. Amount of acreage is not hereby insured.
5. Subject to subsurface conditions not disclosed of record. (Owners Policy ONLY)
6. Easements or claims of easements, not shown by the public record.
7. The title to any lands lying in the bed of any street, road or avenue, abutting, adjoining, passing through or crossing subject property is not hereby insured.
8. Sub-surface conditions and/or encroachments which are not disclosed by an instrument of record. (As to Fee Policy only)
9. Content of acreage of subject property is not hereby insured.
10. The rights of the State of New Jersey in and to any part of the subject property which may or may not be alleged by the State of New Jersey to be or so hereafter determined to be salt marsh, tidelands, meadowlands or land now or formerly flowed by the water of the ocean, bays, rivers, streams, creeks, or other watercourse, and/or their tributaries.
11. The paramount rights of the Federal Government to regulate and/or control commerce and navigation in and to that portion of the subject property lying below the mean high water line of Hudson River and/or any watercourse affecting or crossing subject property, and further, to establish and change bulkhead lines and/or pierhead lines therein.
12. Any portion of the subject property lying below or beyond the mean high water line and/or bulkhead line and/or pierhead line of Hudson River and/or any watercourse affecting or crossing subject property is not hereby insured.

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13. Subject to covenants and restrictions, but omitting any such covenants or restrictions based on race, color, religion, sex or national origin, if any, contained in Deed Book 4133, Page 206; Deed Book V1725, Page 1911; Deed Book V1725, Page 1962.
14. Subject to grants and easements recorded in Deed Book 9598, Page 24; Deed Book V169, Page 1489; Deed Book V465, Page 761; Deed Book V776, Page 1913; Deed Book V929, Page 1867; Deed Book V943, Page 579; Deed Book V1092, Page 331; Deed Book V1092, Page 339; Deed Book V1097, Page 483; Deed Book V1103, Page 1700; Deed Book V2193, Page 237; Deed Book V2772, Page 1540; Deed Book V1725, Page 911; Deed Book V4133, Page 206; Deed Book 4133, Page 208; Deed Book 1063, Page 90; Deed Book 6848, Page 648; Deed Book 8015, Page 681; Deed Book 8015, Page 687 (All Affecting Tract II).
15. The rights of the State of New Jersey in and to any part of the subject property which may or may not be alleged by the State of New Jersey to be or so hereafter determined to be salt marsh, tidelands, meadowlands or land now or formerly flowed by the water of the ocean, bays, rivers, streams, creeks, or other watercourse, and/or their tributaries.
16. The paramount rights of the Federal Government to regulate and/or control commerce and navigation in and to that portion of the subject property lying below the mean high water line of Hudson River and/or any watercourse affecting or crossing subject property, and further, to establish and change bulkhead lines and/or pierhead lines therein.
17. Any portion of the subject property lying below or beyond the mean high water line and/or bulkhead line and/or pierhead line of Hudson River and/or any watercourse affecting or crossing subject property is not hereby insured.
18. The estate or interest of the State of New Jersey in and to all lands now or formerly flowed by the mean high tide.
NOTE: The land or a portion of the land described in the legal description schedule herein lies or appears to lie within the area claimed by the State of New Jersey as depicted on the Tidelands Claim Map, with any amendments and/or revisions thereto.
19. Terms and conditions, other than the condition that the grantee be the owner of the upland, contained in Riparian Grant, Lease or License set forth in Book 580, Page 104, amended by, Page Book 586, Page 118; etc. see Note below.. Should grant contain an automatic extension clause or is a license, the policy to be issued will not insure title to any portion of the subject property therein granted which is derived from the automatic extension provision contained in said grant, unless a confirmatory grant is obtained. NOTE: Book 797, Page 155; Book 2062, Page 598; Book 6896, Page 777; Book 6905, Page 36; Liber X-6, Page 102; Liber O, Page 21; Liber P, Page 75; Liber R, Page 373; Liber T, Page 296; Liber P, Page 162
20. Any and all terms, conditions, easements, rights of way, reservations, restrictions, provisions, limitations and/or requirements as set forth on Filed Map entitled, i.Park Edgewater, LLC, 45 River Road, Edgewater, NJ 07020 Subdivision Block 99, Lot 1, Proposed Lots 1.04, 1.11, 1.13 and 1.15 to 1.19, Borough of Edgewater, Bergen County, New Jersey, as Map 9582, filed 08/21/2014 .
21. Subject to terms and conditions contained in Deed Notices recorded in Deed Book V1562, Page 1367; Deed Book V1211, Page 1966; Deed Book V1211, Page 2010; Deed Book V1211, Page 2054; Deed Book V1211, Page 2110; Deed Book V1510, Page 731; Deed Book V1562, Page 1367 and Deed Book V1211 Page 1890; Deed Book V1211 Page 1966; Deed Book V1861 Page 2404, Deed Book V1510 Page 731 and Deed Book V1562 Page 1367. (Tract I and II)
22. Subject to agreements recorded in Deed Book 940, Page 24. (Tract II)
23. Parking Garage Declaration recorded in Deed Book V1738 Page 1436. (Tract II)
24. Subject to Permit recorded in Deed Book V2195, Page 1976. (Tract II)

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25. Subject to restrictions recorded in Deed Book 4133, Page 206; Deed Book V169, Page 1496; and Deed Book V1725, Page 1911. (Tract II)
26. Subject to terms and conditions as set forth in Deed Book V1866, Page 895 and Deed Book V4254, Page 1450.
27. Rights or claims of parties in possession under any unrecorded lease.
28. Rights of tenants in possession under N.J.S.A. 2A:18-61.1 et seq.
29. Subject to any loss(es) resulting from the discrepancies between the legal description of the property and the tax map. In the event there is a discrepancy, the lesser of the two dimensions will be insured.
30. LOL Flood Hazard Certificate dated 03/10/22 shows: Special Flood Hazard (Reported for Information Only).
Please Note: Flood Hazard Certificates are ordered as an accommodation to our clients upon their request. This company makes no representations as to their accuracy or validity, and such certificates do not fall within the scope of our coverage.

The following endorsement(s) will be attached to the final loan policy, unless specifically designated for an owner's policy.

A. Loan Policy

- | | | |
|-------------------------------------|--------------|---|
| <input checked="" type="checkbox"/> | ALTA 6-06 | Variable Rate |
| <input checked="" type="checkbox"/> | NJRB 5-157 | ALTA Endorsement 9.10-06 (Restrictions, Encroachments, and Minerals - Current Violations - Loan Policy) |
| <input checked="" type="checkbox"/> | ALTA 8.2-06 | Commercial Environmental Protection Lien |
| <input checked="" type="checkbox"/> | ALTA 17-06 | Access and Entry |
| <input checked="" type="checkbox"/> | NJRB 5-124 | ALTA Endorsement 17.2-06 (Utility Access) |
| <input checked="" type="checkbox"/> | ALTA 18-06 | Single Tax Parcel |
| <input checked="" type="checkbox"/> | ALTA 19.1-06 | Contiguity - Single Parcel |
| <input checked="" type="checkbox"/> | NJRB 5-125 | ALTA Endorsement 25-06 (Same as Survey) |
| <input checked="" type="checkbox"/> | NJRB 5-123 | ALTA Endorsement 22-06 (Location) |
| <input checked="" type="checkbox"/> | NJRB 5-128 | Waiver of Arbitration Endorsement (Loan Policy) |

B. Owner's Policy
NONE

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Exhibit A

ALTA COMMITMENT

Property Description

Property 1:

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Edgewater, County of Bergen, and State of New Jersey and is bounded and described as follows:

Description of Lot 1.19 in Block 99 as shown on "I.Park Edgewater, LLC –Subdivision Block 99 Lot 1 ..." filed in the Bergen County Clerk's Office on Aug. 21, 2014 as Filed Map No. 9582, also known as 8 Somerset Lane, in the Borough of Edgewater, Bergen County, New Jersey

Beginning at the northeasterly corner of said Lot 1.19, at a point in the westerly line of Somerset Lane (identified as "Proposed Road A" on said Filed Map), said point being distant the following courses and distances from the northwesterly corner of Lot 1.14 as shown on said Filed Map:

- a. Along the easterly line of Somerset Lane South 30 degrees 00 minutes 57 seconds West, a distance of 262.91 feet, thence;
- b. At right angles to Somerset Lane North 59 degrees 59 minutes 03 seconds West, a distance of 35.00 feet to the Point of Beginning, and running thence:
 1. Along the westerly line of Somerset Lane South 30 degrees 00 minutes 57 seconds West, a distance of 173.04 feet, thence;
 2. Along the division line between Subject Property and Lot 1.19 as shown on said Filed Map North 59 degrees 59 minutes 03 seconds West, a distance of 75.48 feet, thence;
 3. Still along said division line North 30 degrees 00 minutes 57 seconds East, a distance of 173.04 feet, thence;
 4. Still along said division line South 59 degrees 59 minutes 03 seconds East, a distance of 75.48 feet to the Point of Beginning.

The above description is drawn in accordance with a survey made by Schan Associates, dated 11/21/20

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 1.19, in Tax Block 99, on the Official Tax Map of the Borough of Edgewater.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 8 Somerset Lane, (f/k/a 45 River Road) Edgewater, New Jersey 07020

Property 2:

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Edgewater, County of Bergen, and State of New Jersey and is bounded and described as follows:

Description of Lot 1.13 in Block 99 as shown on "I.Park Edgewater, LLC – Subdivision Block 99 Lot 1 ..." filed in the Bergen County Clerk's Office on Aug. 21, 2014 as Filed Map No. 9582, in the Borough of Edgewater, Bergen County, New Jersey

Beginning at the southeast corner of Lot 1.13, at the intersection of the westerly line of Somerset Lane (identified as "Proposed Road A" on said Filed Map), with the northerly line of Pembroke Way (identified as "Proposed Road C" on said Filed Map), and running thence:

1. Along said northerly line North 59 degrees 59 minutes 03 seconds West, a distance of 144.49 feet, thence;

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Exhibit A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

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2. Along the division line between Subject Property and Lot 1.18 as shown on said Filed Map, lands now or formerly of WGI Edgewater Owner, LLC North 30 degrees 00 minutes 57 seconds East, a distance of 361.04 feet, thence;
3. Along the division line between Subject Property and Lot 1.11 as shown on said Filed Map, lands now or formerly of One Main Street Edgewater, LLC South 59 degrees 59 minutes 03 seconds East, a distance of 144.49 feet to the westerly line of said Somerset Lane, thence;
4. Along said westerly line South 30 degrees 00 minutes 57 seconds West, a distance of 70.00 feet, thence;
5. Along the division line between Subject Property and Lot 1.19 as shown on said Filed Map North 59 degrees 59 minutes 03 seconds West, a distance of 75.48 feet, thence
6. Still along said division line South 30 degrees 00 minutes 57 seconds West, a distance of 173.04 feet, thence;
7. Still along said division line South 59 degrees 59 minutes 03 seconds East, a distance of 75.48 feet to the westerly line of Somerset Lane, thence;
8. Along said westerly line South 30 degrees 00 minutes 57 seconds West, a distance of 118.00 feet to the Point of Beginning.

The above description is drawn in accordance with a survey made by Schan Associates, dated 11/21/20

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 1.13, in Tax Block 99, on the Official Tax Map of the Borough of Edgewater.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 8 Somerset Lane, (f/k/a 45 River Road), Edgewater, New Jersey 07020.

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Chain of Title

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Old Republic National Title Insurance Company

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