

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Commitment Number:

102500774

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 EXTRACONTRACTUAL 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, Commonwealth Land 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Commonwealth Land Title Insurance Company

By:

A handwritten signature in black ink, appearing to read "Michael J. Nolan".

Michael J. Nolan, President

Attest:

A handwritten signature in black ink, appearing to read "Marjorie Nemzura".

Marjorie Nemzura, Secretary

Countersigned By:

A handwritten signature in black ink, appearing to read "Jeffrey R. Lade".

Jeffrey R. Lade
Authorized Officer or Agent

Issued Date: September 24, 2025

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ALTA Commitment for Title Insurance (07/01/2021)



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Commonwealth Land Title Ins Co. 9449 Priority Way W. Drive, Suite 110 Indianapolis, IN 46240 Main Phone: (317)615-2000	Commonwealth Land Title Insurance Company, National Commercial Services 2390 E. Camelback Rd., Suite 230 Phoenix, AZ 85016 Escrow No.: 942501952

Order Number: 102500774

Property Address: 8470 & 8520 Allison Pointe Blvd, Indianapolis, IN 46250

SCHEDULE A

1. Commitment Date: September 4, 2025 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Amount of Insurance: \$100,000.00
The estate or interest to be insured: Fee Simple as to Parcels 1 and 2, Easement Estate as to Parcels 3, 4, 5, 6, and 7
 - (b) ALTA Loan Policy 2021
Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above.
Proposed Amount of Insurance: \$100,000.00
The estate or interest to be insured: Fee Simple as to Parcels 1 and 2, Easement Estate as to Parcels 3, 4, 5, 6, and 7
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple as to Parcels 1 and 2, Easement Estate as to Parcels 3, 4, 5, 6, and 7
4. The Title is, at the Commitment Date, vested in:
[G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company](#)
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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ALTA Commitment for Title Insurance (07/01/2021)



EXHIBIT "A"
Legal Description

PARCEL 1:

PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER SECTION; THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 89 DEGREES 06 MINUTES 37 SECONDS WEST (ASSUMED BEARING) 1199.71 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 52 SECONDS WEST 12.57 FEET TO A POINT ON THE CENTERLINE OF EAST 82ND STREET AS LOCATED BY D.O.T. PLANS FOR PROJECT ST-05-004A, WHICH POINT IS ALSO THE SOUTHWEST CORNER OF THE GRANT OF RIGHT OF WAY FOR ALLISON POINTE BOULEVARD AS RECORDED SEPTEMBER 9, 1987 AS INSTRUMENT NO. [87-105141](#) IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA (THE NEXT SEVEN COURSES ARE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID GRANT OF RIGHT OF WAY); (1) THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 52 SECONDS WEST 536.80 FEET TO A CURVE HAVING A RADIUS 385.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST; (2) THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE 212.52 FEET TO A POINT WHICH BEARS NORTH 58 DEGREES 23 MINUTES 15 SECONDS WEST FROM SAID RADIUS POINT; (3) THENCE NORTH 31 DEGREES 36 MINUTES 45 SECONDS EAST 762.23 FEET TO A CURVE HAVING A RADIUS OF 305.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 58 DEGREES 23 MINUTES 15 SECONDS WEST; (4) THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG SAID CURVE 650.79 FEET TO A POINT WHICH BEARS NORTH 00 DEGREES 38 MINUTES 30 SECONDS WEST FROM SAID RADIUS POINT; (5) THENCE SOUTH 89 DEGREES 21 MINUTES 30 SECONDS WEST 401.44 FEET TO A CURVE HAVING A RADIUS OF 100.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 00 DEGREES 38 MINUTES 30 SECONDS EAST; (6) THENCE SOUTHWESTERLY ALONG SAID CURVE, 82.98 FEET TO A POINT WHICH BEARS NORTH 48 DEGREES 11 MINUTES 15 SECONDS WEST FROM SAID RADIUS POINT, AND WHICH POINT IS ON A REVERSE CURVE HAVING A RADIUS OF 100.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 48 DEGREES 11 MINUTES 15 SECONDS WEST; (7) THENCE SOUTHWESTERLY ALONG SAID CURVE, 82.98 FEET TO THE POINT OF BEGINNING, WHICH POINT BEARS SOUTH 00 DEGREES 38 MINUTES 30 SECONDS EAST FROM SAID RADIUS POINT; THENCE SOUTH 00 DEGREES 38 MINUTES 30 SECONDS EAST 473.16 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER SECTION; THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 11 MINUTES 38 SECONDS WEST 385.13 FEET TO A POINT WHICH BEARS NORTH 89 DEGREES 11 MINUTES 38 SECONDS EAST 734.61 FEET FROM THE SOUTHWEST CORNER OF SAID NORTH HALF QUARTER SECTION; THENCE NORTH 00 DEGREES 38 MINUTES 30 SECONDS WEST 315.15 FEET; THENCE NORTH 64 DEGREES 13 MINUTES 35 SECONDS EAST 39.25 FEET TO A CURVE HAVING A RADIUS OF 81.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 25 DEGREES 46 MINUTES 25 SECONDS WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, 91.71 FEET TO A POINT WHICH BEARS NORTH 89 DEGREES 21 MINUTES 30 SECONDS EAST FROM SAID RADIUS POINT; THENCE NORTH 00 DEGREES 38 MINUTES 30 SECONDS WEST 144.11 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 30 SECONDS EAST 206.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ALLISON POINTE BOULEVARD, WHICH POINT IS ON A CURVE HAVING A RADIUS OF 100.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 74 DEGREES 52 MINUTES 51 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE 131.81 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER SECTION; THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 89 DEGREES 06 MINUTES 37 SECONDS WEST (ASSUMED BEARING) 1199.71

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ALTA Commitment for Title Insurance (07/01/2021)



EXHIBIT "A"

Legal Description

FEET, THENCE NORTH 00 DEGREES 00 MINUTES 52 SECONDS WEST 12.57 FEET TO A POINT ON THE CENTERLINE OF EAST 82ND STREET AS LOCATED BY DOT PLANS FOR PROJECT ST-05-004A, WHICH POINT IS ALSO THE SOUTHWEST CORNER OF THE GRANT OF RIGHT OF WAY FOR ALLISON POINTE BOULEVARD AS RECORDED SEPTEMBER 9, 1987 AS INSTRUMENT [87-105141](#) IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA (THE NEXT FIVE COURSES ARE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID GRANT OF RIGHT OF WAY); (1) THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 52 SECONDS WEST 536.80 FEET TO A CURVE HAVING A RADIUS OF 385.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST; (2) THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE 212.52 FEET TO A POINT WHICH BEARS NORTH 58 DEGREES 23 MINUTES 15 SECONDS WEST FROM SAID RADIUS POINT; (3) THENCE NORTH 31 DEGREES 36 MINUTES 45 SECONDS EAST 762.23 FEET TO A CURVE HAVING A RADIUS OF 305.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 58 DEGREES 23 MINUTES 15 SECONDS WEST; (4) THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG SAID CURVE 650.79 FEET TO A POINT WHICH BEARS NORTH 00 DEGREES 38 MINUTES 30 SECONDS WEST FROM SAID RADIUS POINT; (5) THENCE SOUTH 89 DEGREES 21 MINUTES 30 SECONDS WEST 204.00 FEET TO THE POINT OF BEGINNING, WHICH POINT IS ALSO THE NORTHWEST CORNER OF A 4.244 ACRE TRACT DESCRIBED IN A WARRANTY DEED RECORDED JUNE 4, 1990 AS INSTRUMENT [90-54079](#) IN SAID RECORDER'S OFFICE; THENCE ALONG THE WEST LINE OF SAID 4.244 ACRE TRACT SOUTH 00 DEGREES 38 MINUTES 30 SECONDS EAST 537.17 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER SECTION; THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 11 MINUTES 38 SECONDS WEST 345.00 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 30 SECONDS WEST 473.16 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLISON POINTE BOULEVARD, WHICH POINT IS ON A CURVE HAVING A RADIUS OF 100.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 00 DEGREES 38 MINUTES 30 SECONDS WEST (THE NEXT THREE COURSES ARE ALONG THE SOUTHERLY LINE OF SAID ALLISON POINTE BOULEVARD); (1) THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE 82.98 FEET TO A POINT WHICH BEARS SOUTH 48 DEGREES 11 MINUTES 15 SECONDS EAST FROM SAID RADIUS POINT, AND WHICH POINT IS ON A REVERSE CURVE HAVING A RADIUS OF 100.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 48 DEGREES 11 MINUTES 15 SECONDS EAST; (2) THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE 82.98 FEET TO A POINT WHICH BEARS NORTH 00 DEGREES 38 MINUTES 30 SECONDS WEST FROM SAID RADIUS POINT; (3) THENCE NORTH 89 DEGREES 21 MINUTES 30 SECONDS EAST 197.44 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (EASEMENT):

A NON-EXCLUSIVE EASEMENT FOR DRAINAGE OF STORM WATER, RECREATIONAL AND OTHER PURPOSES FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND GRANTED IN A DECLARATION OF EASEMENTS IN ALLISON LAKE DATED OCTOBER 28, 1992 AND RECORDED DECEMBER 31, 1992 AS INSTRUMENT [92-174237](#) AND RE-RECORDED MARCH 29, 1993 AS INSTRUMENT [#93-35746](#) AND AS FURTHER PROVIDED IN THE DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS AND RESTRICTIONS FOR ALLISON POINTE AS SET OUT AND FULLY DESCRIBED IN INSTRUMENT DATED SEPTEMBER 8, 1987 AND RECORDED SEPTEMBER 9, 1987, AS INSTRUMENT NO. [87-105148](#), AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF DEVELOPMENT STANDARDS DATED SEPTEMBER 25, 1987 AND RECORDED SEPTEMBER 28, 1987 AS INSTRUMENT NO. [87-112389](#), AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS, AND RESTRICTIONS FOR ALLISON POINTE, RECORDED NOVEMBER 5, 1992 AS INSTRUMENT NO. [92-147049](#), AS MODIFIED BY ASSIGNMENT DATED JUNE 16, 1996 AND RECORDED JULY 5, 1996 AS INSTRUMENT NO. [96-91794](#), AS MODIFIED BY THIRD AMENDMENT TO DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS, AND RESTRICTIONS FOR ALLISON POINTE DATED MARCH 14, 1997 AND RECORDED MARCH 25, 1997 AS INSTRUMENT NO. [97-44965](#), AS MODIFIED BY FOURTH AMENDMENT TO DECLARATION OF DEVELOPMENT STANDARDS DATED JANUARY 30, 1998 AND RECORDED FEBRUARY 6, 1998 AS INSTRUMENT NO. [98-19003](#), AND FURTHER MODIFIED BY FIFTH

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EXHIBIT "A"
Legal Description

AMENDMENT TO DECLARATION OF DEVELOPMENT STANDARDS DATED MAY 28, 1998 AND RECORDED JUNE 5, 1998 AS INSTRUMENT NO. [98-95006](#).

PARCEL 4 (EASEMENT):

A NON-EXCLUSIVE EASEMENT FOR LANDSCAPING AND SIGNAGE AND OTHER PURPOSES FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND GRANTED IN A DECLARATION OF EASEMENT IN ALLISON POINTE BOULEVARD BUFFER TRACTS DATED OCTOBER 28, 1992 AND RECORDED DECEMBER 31, 1992 AS INSTRUMENT [92-174238](#) AND RE-RECORDED MARCH 29, 1993 AS INSTRUMENT [#93-35747](#) AND AS FURTHER PROVIDED IN THE DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS AND RESTRICTIONS FOR ALLISON POINTE AS SET OUT AND FULLY DESCRIBED IN INSTRUMENT DATED SEPTEMBER 8, 1987 AND RECORDED SEPTEMBER 9, 1987, AS INSTRUMENT NO. [87-105148](#), AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF DEVELOPMENT STANDARDS DATED SEPTEMBER 25, 1987 AND RECORDED SEPTEMBER 28, 1987 AS INSTRUMENT NO. [87-112389](#), AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS, AND RESTRICTIONS FOR ALLISON POINTE, RECORDED NOVEMBER 5, 1992 AS INSTRUMENT NO. [92-147049](#), AS MODIFIED BY ASSIGNMENT DATED JUNE 16, 1996 AND RECORDED JULY 5, 1996 AS INSTRUMENT NO. [96-91794](#), AS MODIFIED BY THIRD AMENDMENT TO DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS, AND RESTRICTIONS FOR ALLISON POINTE DATED MARCH 14, 1997 AND RECORDED MARCH 25, 1997 AS INSTRUMENT NO. [97-44965](#), AS MODIFIED BY FOURTH AMENDMENT TO DECLARATION OF DEVELOPMENT STANDARDS DATED JANUARY 30, 1998 AND RECORDED FEBRUARY 6, 1998 AS INSTRUMENT NO. [98-19003](#), AND FURTHER MODIFIED BY FIFTH AMENDMENT TO DECLARATION OF DEVELOPMENT STANDARDS DATED MAY 28, 1998 AND RECORDED JUNE 5, 1998 AS INSTRUMENT NO. [98-95006](#).

PARCEL 5 (EASEMENT):

A NON-EXCLUSIVE EASEMENT FOR ACCESS AS CREATED IN AN ACCESS EASEMENT RECORDED AUGUST 5, 1997 AS INSTRUMENT NO. [97-108040](#).

PARCEL 6 (EASEMENT):

A NON-EXCLUSIVE EASEMENT FOR ACCESS RESERVED IN A LIMITED WARRANTY DEED RECORDED MARCH 25, 1997 AS INSTRUMENT NO. [97-44966](#).

PARCEL 7 (EASEMENT):

A NON-EXCLUSIVE EASEMENT FOR SHARED ACCESS AS CREATED IN A CROSS TRAFFIC (SHARED ACCESS) EASEMENT AGREEMENT RECORDED SEPTEMBER 19, 1997 AS INSTRUMENT NO. [97-135250](#).

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SCHEDULE B, PART I - 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.
5. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. In the event any document is to be notarized using remote online notary, the following requirements apply:
 - A. Confirmation prior to closing that the County Recorders Office of Marion, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
 - B. Electronic recordation in the Recorders Office of Marion of the documents required herein to create the insured estates or interests.
 - C. Execution of instruments in accordance with Indiana law.
 - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity name below:

Limited Liability Company: G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company

 - a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
 - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
 - c. If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
 - d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin

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ALTA Commitment for Title Insurance (07/01/2021)



SCHEDULE B, PART I - Requirements
(continued)

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing

f. Certificate of Existence

g. An original or certified copy of a resolution authorizing the transaction contemplated herein.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Furnish for recordation a deed as set forth below:

Type of deed: Limited Liability Company Warranty Deed
Grantor(s): Fee Simple Title Holder as shown on Schedule A
Grantee(s): Proposed Insured as shown on Schedule A

9. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 to be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the [Indiana Sales Disclosure](#).

10. Mortgage executed by proposed Mortgagor to the proposed insured lender.

11. Payment and Release of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company to Canadian Imperial Bank of Commerce, acting through its New York Branch, as Administrative Agent, in the amount of \$13,815,000.00, dated November 5, 2018 and filed on November 13, 2018, and recorded in Instrument No. [A201800115217](#) of the Marion County Records.

Last Assignment of the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing to Fund Investment 169, LLC, a Michigan limited liability company, dated March 15, 2024 and recorded March 20, 2024 as Instrument No. [A202400020982](#) in the County records.

12. The Company should be provided a statement from the borrower(s) relative to the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments, or other restructuring of the debt secured by the mortgage.

13. Furnish for recordation a full release of the Assignment of Leases and Rents

Executed by: G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company
To: Canadian Imperial Bank of Commerce
Recording Date: November 13, 2018
Instrument No.: [A201800115218](#)

Assignment of Assignment of Leases and Rents recorded on March 20, 2024, as Instrument Number [A202400020983](#).

14. Furnish for recordation a termination statement terminating the financing statement described below:

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SCHEDULE B, PART I - Requirements
(continued)

Debtor: G&I IX MJW Lake Pointe III & IV LLC
Secured Party: Canadian Imperial Bank of Commerce
Recording Date: December 5, 2018
Recording No.: [U201800001282](#)

UCC Financing Statement Amendment recorded on September 5, 2023, as Instrument Number [A202300073897](#)

15. Release Subordination, Non-Disturbance and Attornment Agreement by and between Liquid Transport, LLC and Canadian Imperial Bank of Commerce dated November 5, 2018 and recorded December 4, 2018 as Instrument No. [A201800122376](#).
16. Release of Subordination, Non-Disturbance and Attornment Agreement by and between Highpoint Global, LLC and Canadian Imperial Bank of Commerce dated November 5, 2018 and recorded December 4, 2018 as Instrument No. [A201800122377](#).
17. Release Subordination, Non-Disturbance and Attornment Agreement by and between Bleeke Dillon Crandall, P.C. and Canadian Imperial Bank of Commerce dated November 5, 2018 and recorded December 4, 2018 as Instrument No. [A201800122378](#).
18. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
19. The Company should be furnished a [Vendors Affidavit](#).
20. The Company should be furnished a Mortgagors Affidavit.
21. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

NOTE: If Commonwealth Land Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the report date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. 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.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (07/01/2021)



SCHEDULE B, PART II - Exceptions
(continued)

7. Property Taxes are as follows:

Tax Year: 2024
Due and Payable: 2025
May Installment: \$63,717.47 Paid
November Installment: \$63,717.47 Unpaid
Name of Taxpayer: G & I IX MJW Lake Pointe III & IV LLC %M & J Wilkow
Land: \$1,327,700.00
Improvements: \$3,691,400.00
Exemptions: \$0.00 (None)
Tax Identification No.: 800-8060881 State Tax Id [49-02-21-125-033.000-800](#)
Description: PT NW1/4 S21 T17 R4 BEG 734.606'E OF SW COR OF NW1/4 NW1/4; N315.15' NE39.25' NERLY 91.71N144.11' E206.18' SERLY (Parcel 1)

Storm Water as follows:

Due and Payable: 2024-2025
Amount: \$2,630.40, Unpaid

Tax Year: 2024
Due and Payable: 2025
May Installment: \$68,358.76 Paid
November Installment: \$68,358.76 Unpaid
Name of Taxpayer: G & I IX MJW Lake Pointe III & IV LLC %M & J Wilkow
Land: \$1,332,300.00
Improvements: \$4,052,400.00
Exemptions: \$0.00 (None)
Tax Identification No.: 800-8060882 State Tax Id [49-02-21-125-027.000-800](#)
Description: PT NW1/4 S21 T17 R4 BEG 1119.736'E OF SW COR OF NW1/4 NW1/4; N473.16 NERLY 82.98' NERLY 82.98'E197.44' S537.17' W3 (Parcel 2)

Storm Water as follows:

Due and Payable: 2024-2025
Amount: \$2,611.20, Unpaid

8. Taxes for the year 2025 are a lien, due in 2026, but are not yet due and payable.
9. Added improvements in place as of January 1, 2025 are subject to assessment which could increase the tax amounts due in 2026, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
10. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.

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ALTA Commitment for Title Insurance (07/01/2021)



SCHEDULE B, PART II - Exceptions

(continued)

11. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
12. Covenants, conditions, restrictions and obligations as set out in a Declaration of Development Standards, Covenants and Restrictions for Allison Pointe as set out and fully described in Instrument dated September 8, 1987 and recorded September 9, 1987 as Instrument No. [87-105148](#), as amended by First Amendment to Declaration of Development Standards dated September 25, 1987 and recorded September 28, 1987 as Instrument No. [87-112389](#), as further amended by Second Amendment to Declaration of Development Standards, Covenants, and Restrictions for Allison Pointe, recorded November 5, 1992 as Instrument No. [92-147049](#), as modified by Assignment dated June 16, 1996 and recorded July 5, 1996 as Instrument No. [96-91794](#) and as modified by Third Amendment to Declaration of Development Standards, Covenants and Restrictions for Allison Pointe dated March 14, 1997 and recorded March 25, 1997 as Instrument No. [97-44965](#). Further modified by Fourth Amendment to Declaration of Development Standards dated January 30, 1998 and recorded February 6, 1998 as Instrument No. [98-19003](#), and further modified by Fifth Amendment to Declaration of Development Standards dated May 28, 1998 and recorded June 5, 1998 as Instrument No. [98-95006](#). First Amendment to Assignment recorded June 5, 1998 as Instrument No. [1998-0095007](#). Notice of Termination of Developer Rights Under Declaration of Development Standards, Covenants and Restrictions of Allison Pointe, recorded February 6, 2006 as Instrument No. [2006-0015792](#). Sixth Amendment to Declaration of Development Standards, Covenants and Restrictions for Allison Pointe and Second Amendment to Declaration of Additional Covenants and Restrictions, recorded March 6, 2014 as Instrument No. [A201400019099](#). Seventh Amendment to Declaration of Development Standards, Covenants and Restrictions for Allison Pointe and Termination of Declaration of Additional Covenants and Restrictions recorded October 11, 2023 as Instrument No. [A202300084737](#). Corrected Seventh Amendment to Declaration of Development Standards, Covenants and Restrictions for Allison Pointe and Termination of Declaration of Additional Covenants and Restrictions recorded August 14, 2025 as Instrument No. [A202500068499](#).
13. Sewer Service Agreement dated July 24, 1984 and recorded September 25, 1985 as Instrument No. [85-82807](#).
14. Commitments relative to use or development of real estate recorded September 18, 1986 as Instrument No. [86-92237](#).
15. Grant of Perpetual Easement dated July 15, 1987 and recorded September 9, 1987 as Instrument No. [87-105145](#), and shown on the Survey.
16. Sewer Service Agreement dated April 20, 1987 and recorded November 17, 1987 as Instrument No. [87-132151](#).
17. Terms and provisions of a Declaration of Maintenance Obligation dated May 31, 1989 and recorded August 23, 1989 as Instrument No. [89-82399](#).
18. Electric Line Easement dated May 10, 1990 and recorded June 15, 1990 as Instrument No. [90-59090](#), and shown on the Survey by Paul E. Kloozen, RLS No. 20400015, dated August 28, 2018 and last revised October 29, 2018 for Project No. 990598-30404 (hereinafter the "Survey").

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ALTA Commitment for Title Insurance (07/01/2021)



SCHEDULE B, PART II - Exceptions
(continued)

19. Terms and provisions of a Declaration of Easement for Allison Lake as set out in an Instrument recorded December 31, 1992 as Instrument No. [92-174237](#) and re-recorded March 29, 1993 as Instrument No. [93-35746](#), and shown on the Survey.
20. Terms and provisions of a Declaration of Easement for Allison Pointe Boulevard Tracts as set out in an Instrument recorded December 31, 1992 as Instrument No. [92-174238](#) and re-recorded March 29, 1993 as Instrument No. [93-35747](#), and shown on the Survey
21. Terms and provisions of a non-exclusive easement for access as created in a Limited Warranty Deed recorded March 25, 1997 as Instrument No. [97-44966](#), and shown on the Survey.
22. Easement for sanitary sewer as set out in a Declaration of Sanitary Sewer Easement dated June 17, 1997 and recorded June 19, 1997 as Instrument No. [97- 85204](#), and shown on the Survey.
23. Terms and provisions of an Access Easement dated July 30, 1997 and recorded August 5, 1997 as Instrument No. [97-108040](#), and shown on the Survey.
24. Terms and provisions of a Grant of Sign Easement dated July 30, 1997 and recorded August 5, 1997 as Instrument No. [97-108041](#), and shown on the Survey.
25. Cross Traffic (Shared Access) Easement Agreement dated August 14, 1997 and recorded September 19, 1997 as Instrument No. [97-135250](#), and shown on the Survey
26. Electric Line Easement dated January 9, 1998 and recorded January 22, 1998 as Instrument No. [98-9847](#), and shown on the Survey.
27. Rights of tenants in possession as tenants only under unrecorded leases.
28. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
29. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
30. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
31. Terms and provisions of any orders issued pursuant to the Indiana Unsafe Building Law (IC 36-7-9, et seq.)

NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code 1-1-16-1, et seq. and IC 32-22-3-1, et seq. (the Acts). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.

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ALTA Commitment for Title Insurance (07/01/2021)



SCHEDULE B, PART II - Exceptions
(continued)

NOTE: Commonwealth Land Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

END OF SCHEDULE B, PART II

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ALTA Commitment for Title Insurance (07/01/2021)



COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
 - 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 is not 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 is not 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.
- c. The Company is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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.

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(continued)

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election 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>.

END OF CONDITIONS

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ALTA Commitment for Title Insurance (07/01/2021)





Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;

- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer