

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
FIRST AMERICAN 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 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, First American Title Insurance Company, a Nebraska 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**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.

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**ADOPTED 08/01/2016**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; and 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 8-1-16 (MA ME NH RI VT)**

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- (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; 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 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.
  - (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.

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ADOPTED 08/01/2016

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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**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 (NOT APPLICABLE IN THE STATES OF MAINE, RHODE ISLAND AND VERMONT)**

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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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	<b>ISSUED BY:</b> <b>First American Title Insurance Company</b>

**Transaction Identification Data for reference only:**

Issuing Agent: Ligris & Associates PC  
 Loan ID Number:  
 Commitment Number: 23-1791  
 Property Address: 350 Mariano Bishop Boulevard, Fall River, MA 02721  
 Revision Number: 1

**SCHEDULE A**

- Effective Date: October 19, 2023 at 8:00 AM
- Policy or Policies to be issued:
 

Loan Policy	ALTA Loan Policy (6/17/06)	Amount TBD
Proposed Insured:	TBD, its successors and/or assigns as their respective interests may appear.	
Owner's Policy	ALTA Owners Policy (6/17/06)	Amount \$2,400,000.00
Proposed Insured:	TPG Berkley Development Group, LLC	
- The estate or interest in the land described or referred to in this Commitment is:  
Fee Simple.
- Title to the estate or interest in the land is at the Effective Date vested in:  
Seaboard LLC, a Massachusetts limited liability company
- The land referred to in the Commitment is described as follows:  
Address of Property (for identification purposes only):  
350 Mariano Bishop Boulevard, Fall River, MA 02721  
See Exhibit A attached hereto and made a part hereof.



Ligris & Associates, P.C.  
 Authorized Signatory

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## SCHEDULE A (Continued)

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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 of Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay us the premiums, fees and charges for the policy.
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. All outstanding real estate taxes, water, sewer and other municipal charges to be paid at closing. NOTE: Certificate of Municipal Liens to be recorded, if applicable.

Annual Taxes = \$7,735.84 FY2024 Preliminary

Amt Due: Taxes are paid Quarterly, Due on 11/1, in the Amount of \$3,867.92.

Parcel ID: C-06-0023

6. Duly authorized and executed Deed from Seaboard LLC, a Massachusetts limited liability company, the current owner(s) shown in Schedule A Item No. 4, to the Proposed Insured Owner(s), TPG Berkley Development Group, LLC, or (if none) to the Mortgagors granting the Mortgage to be insured under the Loan Policy.
7. Duly authorized and executed Mortgage from TPG Berkley Development Group, LLC to the Proposed Insured Lender securing its loan.
8. Prepare and Seaboard LLC execute and deliver an Affidavit of No Mortgage
9. Obtain proof of legal existence and signatory authority for Seaboard LLC.
10. Obtain and Record a properly dated Municipal Lien Certificate.
11. In order to delete Schedule B-2 exceptions(1) and (3), the Company must be provided with satisfactory Indemnity/Affidavit regarding parties in possession and mechanics or materialmen's liens and indemnifying the Company against the same.

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**SCHEDULE B**  
(Continued)

12. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
13. A final title rundown from the Effective Date of this Commitment to the date and time of recording the deed and/or Mortgage referred to above.
14. Upon full disclosure to the Company of the nature and scope of this transaction and its review and approval of the closing documents, including updated certifications of title, the Company reserves the right to raise such other and further exceptions and requirements as are appropriate.

This transaction may be subject to a confidential order issued pursuant to the Bank Secrecy Act and information necessary to comply with the confidential order may be necessary to be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

**NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**

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## SCHEDULE B, PART II

### 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. Rights or claims of parties in possession not recorded in the public records.
2. Easements or claims of easements not recorded in the public records.
3. 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.
4. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments, which an accurate and complete survey would disclose.
5. All municipal liens for real estate taxes and assessments which are due and payable as of the date hereof and such as become due and payable hereafter.
6. Any exception, reservation, restriction, easement or condition set out or described in the attached Exhibit A.
7. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads, and ways.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of the commitment and until the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this commitment.
9. Subject to and with the benefit of a Notice of Variance recorded on 11/22/1960 in Book 743, Page 329.
10. Subject to and with the benefit of perpetual easement for private sewer set forth in the Deed of Easement recorded on 05/31/1978 in Book 1286, Page 149, as affected by Grant and Release Deed recorded on 08/28/1979 in Book 1286, Page 148.
11. Subject to Layout of Newton Street, File No. 1017, shown on Plan recorded on 06/04/1979 in Book 67, Page 14, and Plan recorded on 04/23/1985 in Book 76, Page 18.

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## SCHEDULE BII

(Continued)

12. Subject to Decision by City of Fall River Zoning Board of Appeal recorded on 04/13/1989 in Book 2091, Page 99.
13. Subject to Decision by City of Fall River Zoning Board of Appeals recorded on 06/04/2009 in Book 7197, Page 205.

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

That parcel of land with all buildings and improvements thereon, situated in the City of Fall River County of Bristol, Commonwealth of Massachusetts, and further described as follows:

Beginning at the northwest corner of the land herein conveyed at a point formed by the intersection of the southerly line of Newton Street with the southeasterly line of Mariano S. Bishop Boulevard; thence,

EASTERLY in line of said Newton Street, three hundred ten and 96/100 (310.96) feet to land now or formerly of Jose DeArruda; thence,

SOUTHERLY in line of last-named land, three hundred and 90/100 (300.90) feet to a stake in the northerly line of Amity Street; thence,

WESTERLY in said northerly line of Amity Street, four hundred fifty-four and 19/100 (454.19) feet to a point at the intersection of said Amity Street with said Mariano S. Bishop Boulevard thence

In the arc of a circle bearing right having a radius of twenty (20) feet, forty-three and 77/100 (43.77) feet to a point in the said southeasterly line of Mariano S. Bishop Boulevard; and thence

NORTHEASTERLY in said southeasterly line of said Mariano S. Bishop Boulevard, by the arc of a circle having a radius of one thousand eight hundred ten (1,810) feet, a distance of three hundred eleven (311) feet, more or less.

For my Title Reference see Deed herewith.

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