

Transaction Identification Data for reference only:

Rogers Towers
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207
ALTA Universal ID: 1054486
LOAN ID Number: None
Issuing Office File Number: CH19-28/Goat Farm (80135;mjf)
Order No.: 7731388
Property Address:
8830 College Parkway, Fort Myers, FL 33919
8910 College Parkway, Fort Myers, FL 33919
0 College Pointe, Fort Myers, FL
Revision Number: Rev. 3 (2.8.21)

Chicago Title Insurance Company

SCHEDULE A

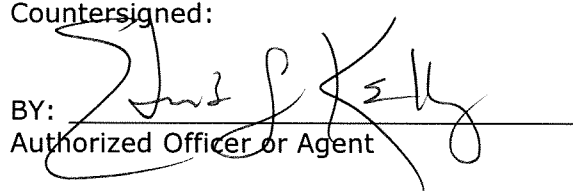
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 01/22/2021 at: 8:00 AM
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: 8643 Pulaski Highway LLC, a Maryland limited liability company
Proposed Amount of Insurance: \$7,000,000.00
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc):

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

T. Rankin Terry, Jr.; Kristine L. Terry; John O. Terry; Joan Terry Mollett; Theodore A. Mollett; Taylor R. Terry, III and Sara Mckelvey Mollett; T. Rankin Terry, Jr. as Trustee for Taylor Rankin Taylor III (minor) and T. Rankin Terry, Jr. as Trustee for Sara Mckelvey Mollett (minor) **(as to Parcels 1 and 2)**; and Warren B. Wiltshire, Trustee of the A. Donald Bass Revocable Trust dated March 8, 1990 **(as to Parcel 3)**
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: 
Authorized Officer or Agent

**SCHEDULE B SECTION I
REQUIREMENTS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

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. Warranty Deed from T. Rankin Terry, Jr.; Kristine L. Terry; John O. Terry; Joan Terry Mollett; Theodore A. Mollett; Taylor R. Terry, III and Sara Mckelvey Mollett aka Sara M. Mollett-Gaumer; T. Rankin Terry, Jr. as Trustee for Taylor Rankin Taylor III (minor) and T. Rankin Terry, Jr. as Trustee for Sara Mckelvey Mollett (minor) (as to Parcels 1 and 2); and Warren B. Wiltshire, Trustee of the A. Donald Bass Revocable Trust dated March 8, 1990 (as to Parcel 3) to 8643 Pulaski Highway LLC, a Maryland limited liability company.

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Deed. If individuals are unmarried, then indicate this on the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

5. Proof of payment of any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. Record a Certification of Trust for the A. Donald Bass Revocable Trust dated March 8, 1990, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:

- A. A statement confirming the existence of the trust and its execution date.
- B. Identity of the settlor.
- C. The identity and address of the currently acting trustee.
- D. The trustee's powers.
- E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.

SCHEDULE B SECTION I
Requirements continued

F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.

G. The manner of taking title to trust property.

H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:

1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.

2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

8. This is a preliminary commitment that requires the review and approval by the underwriting department for the company and/or state underwriting counsel. Accordingly, this commitment is not effective to bind the Company until the necessary approval is obtained from the underwriting department and/or state underwriting counsel. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review.

9. **Redemption** of Tax Sale Certificate # 2018-13233 for unpaid taxes for the year 2017. Tax I.D. 16-45-24-43-0000I.0000.

NOTE: The tax year current amount is \$620.92. **(Parcel 3)**

10. **Redemption** of Tax Sale Certificate # 2019-13106 for unpaid taxes for the year 2018. Tax I.D. 16-45-24-43-0000I.0000.

NOTE: The tax year current amount is \$636.46 **(Parcel 3)**

11. **Proof** of payment, satisfactory to the Company, of taxes for the year(s) 2019 in the gross amount of \$543.24 under Tax Folio Number: 16-45-24-43-0000I.0000. **(Parcel 3)**

12. No open mortgage(s) were found of record. **Agent must confirm** with the owner that the property is free and clear.

NOTE: 2020 Real Property Taxes in the gross amount of \$1473.25 are Paid, under Tax I.D. No. 15-45-24-00-00018.0000.

NOTE: 2020 Real Property Taxes in the gross amount of \$116.86 are Paid, under Tax I.D. No. 15-45-24-00-00019.0000.

NOTE: 2020 Real Property Taxes in the gross amount of \$558.95 are Paid, under Tax I.D. No. 16-45-24-43-0000I.0000.

END OF SCHEDULE B SECTION I

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable, and taxes and assessments levied and/or assessed subsequent to the date hereof.
3. Standard Exceptions:
 - A. 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.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
6. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements, as tenants only.
7. Intentionally Deleted
- old 2 8. Ingress and Egress, Roadway, Public Utility and Drainage Easement recorded in Official Records Book 3076, page 2830 and as Corrected in Official Records Book 3149, page 2485.
- old 3 9. Agreement as to Restrictions on Use recorded in Official Records Book 3076, page 2842 as Corrected in Official Records Book 3149, page 2503. (appurtenance)

**SCHEDULE B SECTION II
EXCEPTIONS****AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

old 4 10. Correct Grant of Signage Easement recorded in Official Records Book 3149, page 2470 and Amendment thereto recorded in Official Records Instrument No. 2017000174259. (appurtenance)

old 5 11. Terms and Conditions of the Grant of Easements recorded in Official Records Instrument No. 2018000182510.

12. Intentionally Deleted.

13. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of College Point, recorded in Plat Book 62, Page 76, 77 and 78, of the Public Records of Lee County, Florida.

14. Declaration of Covenants, Operations and Reciprocal Easements recorded in Official Records Book 3055, page 2863; as affected by the Modification recorded in Official Records Book 3079, page 2637.

NOTE: but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

15. Intentionally deleted

16. Intentionally deleted

17. Intentionally deleted

18. Grant of Easements recorded in Official Records Instrument No. 20180182510.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Lee County, Florida, unless otherwise noted.

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 6420 Southpoint Parkway Suite 100, Jacksonville, FL 32216; Telephone 904-633-9494.

Searched By: Q

END OF SCHEDULE B SECTION II

EXHIBIT "A"

TRACT "I", COLLEGE POINT, AS RECORDED IN PLAT BOOK 62, PAGES 76 THROUGH 78, PUBLIC RECORDS OF LEE COUNTY, FLORIDA

and

The West one-half of the Southeast quarter of the Northwest quarter of the Southwest quarter of Section 15, Township 45 South, Range 24 East, Lee County, Florida.

and

The Southwest quarter of the Northwest quarter of the Southwest quarter of Section 15, Township 45 South, Range 24 East, Lee County, Florida.

Less and excepting the following:

Parcel A

A tract or parcel of land lying in the Southwest quarter (SW 1/4) of Section 15, Township 45 South, Range 24 East, Lee County, Florida, said tract or parcel being part of the Former I.D.D. Canal H-8, and being more particularly described as:

Commencing at the Northwest corner of the Southwest quarter (SW 1/4) of said Section 15, Township 45 South, Range 24 East; run along the west line of said quarter South 01°31'22" East for a distance of 1275.30 feet, more or less, to an intersection with the north line of Former I.D.D. Canal H-8 and the Point of Beginning of said tract or parcel.

From said Point of Beginning continue South 01°31'22" East along the west line of said Southwest quarter (SW 1/4) a distance of 50.00 feet to an intersection with the south line of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of said Section 15; thence run along said south line North 88°31'12" East for a distance of 994.70 feet to an intersection with the east line of the West one-half (W 1/2) of the Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4); thence run along said east line North 01°30'25" West for a distance of 50.00 feet; thence run South 88°31'12" West for a distance of 994.71 feet to the Point of Beginning.

and

Parcel B

A tract or parcel of land lying in the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 45 South, Range 24 East, Lee County, Florida being more particularly described as follows:

For a point of reference commence at the northwest corner of the southwest 1/4 of said Section 15; thence South 01°31'22" East, for a distance of 1005.67 feet along the west line of said southwest 1/4 to the Point of Beginning.

For said Point of Beginning continue South 01°31'22" East, a distance of 270 feet to an intersection with the north line of Former I.D.D. Canal H-8; thence North 88°31'12" East, along said north line, a distance of 175.00 feet; thence North 01°28'48" West, a distance of 270 feet; thence South 88°31'12" West, a distance of 175.20 feet along the south line of a proposed 35 foot road to the Point of Beginning.

and further excepting any part in any road right of way as now established