

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

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 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, **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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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.
- (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.

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- (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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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Carmody Torrance Sandak & Hennessey, LLP Issuing Office:
ALTA® Universal ID: Loan ID No.:
Commitment No.: **CTST-4383800** Issuing Office File No.:
Property Address: **0 West Park Place, Phase Three Unit, Stamford, CT**
Revision No.:

SCHEDULE A

1. Commitment Date: **June 28, 2019 at 8:00 am**
2. Policy or Policies to be issued:
 - (a) ALTA® Owner's Policy of Title Insurance (6-17-06)
 EAGLE Owner's Policy (2-3-10)
Proposed Insured:
Proposed Policy Amount: \$
 - (b) ALTA® Loan Policy of Title Insurance (6-17-06)
 EAGLE Loan Policy (7-26-10)
Proposed Insured:
Proposed Policy Amount: \$
 - (c) ____ ALTA® ____ Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:

CITY OF STAMFORD

5. The Land is described as follows:

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SCHEDULE A, PROPERTY DESCRIPTION

ALL THAT CERTAIN real property known and designated as the PHASE THREE UNIT in THE TRINITY STAMFORD PSW CONDOMINIUM, a condominium located in the City of Stamford, County of Fairfield and State of Connecticut. Said PHASE THREE UNIT exists pursuant to, and is more fully defined, identified and described in the Declaration of Condominium of The Trinity Stamford PSW Condominium dated May 3, 2013 and recorded on May 13, 2013 in Volume a 10743 at Page 36 of the Stamford Land Records (the "Declaration"). The real property submitted as a condominium pursuant to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, by said Declaration is more particularly shown on a certain Map entitled "Property Survey Prepared For The Declaration of The Trinity Stamford PSW Condominium by the City of Stamford and the City of Stamford, Connecticut Urban Redevelopment Commission" dated February 19, 2013 and prepared by Redniss & Mead, which Map is filed in the Office of the Town Clerk of the City of Stamford, Connecticut, numbered Map No. 14547. Said Units are further described on the survey and plans on file with the Declaration, referred to hereinabove in the said Town Clerk's Office.

TOGETHER WITH, the easements appurtenant thereto and an undivided interest in the common elements and the right to use certain limited common elements, all as more particularly set forth in the Declaration.

TOGETHER WITH, non-exclusive easements set forth in two deeds from The City of Stamford and the City of Stamford, Connecticut, Urban Redevelopment Commission to 33 Broad Street Associates, LLC recorded in Volume 5082 at Page 279 and Volume 5423 at Page 150 of the Stamford Land Records, but subject to the rights to relocate said easements as set forth in Section 2 of the Settlement Agreement recorded in Volume 5039 at Page 21 of the Stamford Land Records.

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Schedule BI & BII	

Commitment No.: **CTST-4383651**

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. The Seller/Borrower must execute the Company's Owner's Affidavit
6. If there is a current survey of the Land, the Seller/Borrower must complete the survey update portion of the Company's Owner's Affidavit. The survey must be submitted, and any adverse matters shown on the survey must be excepted on Schedule B.
7. If labor or materials have been supplied to the premises within the 90 days prior to and including the Date of Policy, or if labor and/or materials have been contracted for future construction or if any contractor has been hired for contemplated work, service or materials, the Company's applicable affidavits, indemnities, subordinations and/or lien waiver forms must be fully completed and submitted prior to closing, all in accordance with the Company's current underwriting standards and guidelines.
8. If there are tenants or parties in possession other than recorded leases shown in Schedule B, rights of those tenants and parties in possession must be excepted on Schedule B.
9. All municipal taxes, special tax district taxes, water and sewer use charges, and municipal and private association charges and/or assessments including common interest community common charges and special assessments must be paid current to date of policy.
10. Authority documentation for the transaction and the entities involved as may be required by the Company.

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First American Title Insurance Company

Schedule BI & BII

Commitment No.: **CTST-4383800**

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. 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 Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties other than the insured in actual possession or under unrecorded leases of any or all of the land.
3. Easements or claims of easements not shown by the public records, encroachments, violations, variations or adverse circumstances affecting the Title that would be disclosed by an accurate survey of the Land.
4. 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.
5. Liens for taxes and assessments which become due and payable subsequent to date of policy.
6. Stamford W.P.C.A. charges; please call 203-977-5832.
7. Real Estate Taxes to the City/Town of Stamford on the list of October 1, 2018, due and payable July 1, 2019 and January 1, 2020.

List #004-4021 Map: 121 Block: 237 Lot: PH-3 UT
Assessment: \$1,432,070.00 Total Tax: EXEMPT.

8. Non-exclusive easement as set forth in Volume 1072 at Page 297 of the Stamford Land Records.
9. Terms, provisions, conditions and agreements contained in Section 14.1 to 14.3 in the Contract for Sale of Land for Private Development among the City of Stamford, Connecticut, the City of Stamford, Connecticut Urban Renewal Development Commission and the Stamford New-Urban Corporation dated as of July 2, 1968 and recorded in Volume 1142 at Page 201, as amended by Amendment No. 1 dated on or about July 22, 1975 and recorded in Volume 1498 at Page 37, Amendment No. 2 dated August 31, 1976 (not of record) and Amendment No. 3 dated December 19, 1978 and recorded on December 22, 1978 in Volume 1808 at Page 62 of the Stamford Land Records, as further amended.

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10. Terms, provisions, conditions and agreements contained in the Urban Renewal Plan for the Southeast Quadrant Project (Extended) of the City of Stamford, Connecticut, as amended on December 22, 1978 in Volume 1808 at Page 82 of the Stamford Land Records, as amended.
11. Non-exclusive easements set forth in two deeds from The City of Stamford and the City of Stamford, Connecticut, Urban Redevelopment Commission to 33 Broad Street Associates, LLC recorded in Volume 5082 at Page 279 and Volume 5423 at Page 150 of the Stamford Land Records, but subject to the rights to relocate said easements as set forth in Section 2 of the Settlement Agreement recorded in Volume 5039 at Page 21 of the Stamford Land Records
12. Construction Coordination and Access Easement Agreement by and among the City of Stamford, Connecticut, the City of Stamford, Connecticut, Urban Redevelopment Commission, Park Square West, LLC and Target Corporation, dated June 3, 2002 and recorded in Volume 6730 at Page 72 of said records, as amended and assigned by First Amendment to Construction Coordination and Access Easement Agreement by and among the City of Stamford, Connecticut, the City of Stamford, Connecticut, Urban Redevelopment Commission, Park Square West, LLC and Target Corporation, dated May 3, 2013 and recorded in Volume 10743 at Page 3; as amended by Second Amendment dated November 7, 2016 and recorded in Volume 11659 at Page 147 of the Stamford Land Records.
13. Grant from The City of Stamford to The Connecticut Light and Power Company dated February 9, 2006 and recorded in Volume 8445 at Page 221 of the Stamford Land Records.
14. Storm sewer easement and working easement as set forth in deed from George J. Bloise et al to Oscar A. DeLima, dated July 3, 1963 and recorded in Volume 984 at Page 281 of the Stamford Land Records.
15. Zoning Board Certificate recorded August 10, 2012 in Volume 10499 at Page 317 of the Stamford Land Records.
16. State of Connecticut Department of Transportation Traffic Investigation Report to the State Traffic Commission dated May 17, 2005 and recorded in Volume 8071 at Page 1, as supplemented by Office of State Traffic Administration Decision dated March 14, 2013 and recorded on March 21, 2013 in Volume 10695 at Page 101 of the Stamford Land Records.
17. Resolution No. 3499 approving a lease agreement between the City of Stamford and Trinity Stamford, LLC, dated August 6, 2012 and recorded August 17, 2012 in Volume 10504 at Page 309 of the Stamford Land Records.
18. Access Easement Agreement by and between the City of Stamford, the City of Stamford Urban Redevelopment Commission and Mary Aposporos and Ellen Begetis, dated May 10, 2013 and recorded May 13, 2013 in Volume 10743 at Page 20 of the Stamford Land Records.
19. Terms, conditions, agreements, covenants, restrictions, obligations, easements and grants all as set forth in the Declaration of The Trinity Stamford PSW Condominium referred to in Volume 10743 at Page 36 of the Stamford Land Records, and in the surveys, plans and exhibits referred to therein, as the same may be amended from time to time.
20. Temporary Construction Easement Agreement by and among City of Stamford, City of Stamford Urban Redevelopment Commission, Trinity Stamford Phase Two, LLC, and Trinity Stamford Garage, LLC, dated May 10, 2013 and recorded May 13, 2013 in Volume 10743 at Page 131 of the Stamford Land Records.
21. Sidewalk Easement by and among Trinity Stamford Phase Two LLC, The Trinity Stamford PSW Condominium Association, Inc. and the City of Stamford, dated May 3, 2013 and recorded May 13, 2013 in Volume 10743 at Page 146 of the Stamford Land Records.
22. Electric Easement Agreement from Trinity Stamford Phase Two, LLC, Trinity Stamford Garage LLC and The Trinity Stamford PSW Condominium, Association, Inc. to The Connecticut Light and Power Company, dated October 11, 2013 and recorded October 18, 2013 in Volume 10880 at Page 248 of the Stamford Land Records.

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23. Temporary Construction Easement Agreement dated January 25, 2016 and recorded in Volume 11411 at Page 177 of the Stamford Land Records.
24. Maintenance Agreement by and between the City of Stamford and the State of Connecticut recorded April 18, 2016 in Volume 11461 at Page 22 of the Stamford Land Records.
25. Easement to The Connecticut Light and Power Company d/b/a Eversource Energy dated May 3, 2017 and recorded in Volume 11732 at Page 219 of the Stamford Land Records.
26. Sidewalk Easement Agreement dated April 30, 2018 and recorded in Volume 11941 at Page 227 of the Stamford Land Records.
27. Notes, notations and conditions as shown on Map No. 14874.

END OF EXCEPTIONS

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