



# OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

## *First American Title Insurance Company*

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

### *First American Title Insurance Company*

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

---

## ***POLICY OF TITLE INSURANCE***



## SCHEDULE A

### *First American Title Insurance Company*

Name and Address of the issuing Title Insurance Company:  
First American Title Insurance Company  
World Trade Center-Baltimore, 401 East Pratt Street, Suite 323  
Baltimore, MD 21202

File No.: **NCS-899885-MD61**

Policy No.: **899885**

Address Reference: 1700-1709 Trimble Road, Edgewood, MD 21040, Edgewood, MD 21040

Amount of Insurance: \$26,300,000.00

Date of Policy: July 12, 2018 at 10:58 A.M.

1. Name of Insured:

Fund XI Trimble Road LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple as to Tracts I, II, III and IV and Easement as to Tract V

3. Title is vested in:

Fund XI Trimble Road LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

Real property in the City of Edgewood, County of Harford, State of Maryland, described as follows:

TRACT I (LOT 2):

BEING KNOWN AND DESIGNATED AS LOT 2, AS SHOWN ON A PLAT ENTITLED "SECOND REVISED FINAL PLAT, LOT 2, TRIMBLE ROAD BUSINESS PARK", WHICH PLAT IS RECORDED IN LIBER 206, FOLIO 5 AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND.

TRACT II (LOT 4):

BEING KNOWN AND DESIGNATED AS LOT 4, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT, LOT 4, TRIMBLE ROAD BUSINESS PARK", WHICH PLAT IS RECORDED IN LIBER 206, FOLIO 6 AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND.

TRACT III (LOT 3):

BEING KNOWN AND DESIGNATED AS LOT NO. 3, AS SHOWN ON A PLAT ENTITLED, "REVISED FINAL PLAT, LOT THREE, GREATER HARFORD INDUSTRIAL PARK AT EDGEWOOD, MARYLAND", WHICH PLAT IS RECORDED IN PLAT BOOK C.G.H., 137, FOLIO 77 AMONG THE LAND RECORDS OF HARFORD COUNTY.

TRACT IV (LOT 5):

BEING KNOWN AND DESIGNATED AS LOT 5, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT, LOT 5, TRIMBLE ROAD BUSINESS PARK", WHICH PLAT IS RECORDED IN LIBER 206, FOLIO 7 AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND.

TRACT V:

EASEMENTS FOR VEHICULAR INGRESS AND EGRESS AND INSTALLATION, CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, ALTERATION AND/OR EXTENSION OF ACCESS DRIVES, STORMWATER MANAGEMENT FACILITIES AND DRAINAGE AND UTILITY LINES AS MORE PARTICULARLY SET FORTH IN THAT DECLARATION OF EASEMENT DATED MARCH 30, 2018 BY CREG TRIMBLE, LLC AND RECORDED JUNE 12, 2018 AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN LIBER 12854, FOLIO 204.

## SCHEDULE B

File No.: **NCS-899885-MD61**

Policy No.: **899885**

### EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. State, County and Municipal Taxes and other charges (including, but not limited to, assessments by any State, County, Municipality, Metropolitan District or Commission) subsequent to June 30, 2018, a lien not yet due and payable. In addition this policy of title insurance does not insure against possible future tax levies and/or front foot benefit assessments, nor against such public charges and assessments, or the balance thereof for existing or proposed improvements, which may have been levied or assessed, or to be levied or assessed, but which are not now due and payable to said State, County, Municipality, Metropolitan District or Commission.
2. This item has been intentionally deleted.
3. Rights of AGCO Corporation, as a tenant only, without any options to purchase or rights of first refusal to purchase, under a lease at the property (as to Tract IV).
4. This item has been intentionally deleted.
5. Easement for water pipes as set forth in Deed dated February 27, 1919 and recorded April 25, 1919 among the Land Records of Harford County, Maryland in Liber JAR 162, folio 498 by and between Frederick Heine and Katie Heine, his wife and The United States of America, as to Tract II.
6. Right to create, maintain and use waterways and/or inlets and outlets for drainage structures as set forth in Instrument dated November 23, 1935 and recorded January 27, 1936 among the Land Records of Harford County, Maryland in Liber SWC 239, folio 335 by and between Frederick WM. Heine and Thelma O. Heine and County Commissioners of Harford County, as to Tract III.
7. This item has been intentionally deleted.
8. Easement for water pipes, sewers, drains and other municipal utilities as set forth in Right of Way Agreement dated July 13, 1972 and recorded July 24, 1972 among the Land Records of Harford County, Maryland in Liber HDC 902, folio 388 by and between Frederick W. Heine and Thelma O. Heine, his wife and The Harford County Metropolitan Commission, a Maryland municipal corporation.  
  
As amended by Release dated March 28, 2002 by and between Harford County, Maryland, a body corporate and politic of the State of Maryland and GPS Maryland, Inc., a Maryland corporation, wholly owned subsidiary of The GAP, Inc., a Delaware corporation, recorded June 19, 2002 among the Land Records of Harford County, Maryland in Liber 4025, folio 327, as to Tract III.
9. Subject to but not limited to Notes, temporary fences to be constructed, 15' temporary construction easements, 20' utility easements, proposed sewer and 30' drainage and utility easements as set forth upon a Plat entitled "Plat Showing Easement Property of Frederick W. Heine Jr." and recorded in Plat Book 2, folio 35 thru 36

As amended by Release dated March 28, 2002 by and between Harford County, Maryland, a body corporate and politic of the State of Maryland and GPS Maryland, Inc., a Maryland corporation, wholly owned subsidiary of The GAP, Inc., a Delaware corporation, recorded June 19, 2002 among the Land Records of Harford County, Maryland in Liber 4025, folio 327, as to Tract III.

10. This item has been intentionally deleted.
11. This item has been intentionally deleted.
12. This item has been intentionally deleted.
13. This item has been intentionally deleted.
14. This item has been intentionally deleted.
15. Subdivision Agreement dated May 7, 1990 and recorded May 7, 1990 among the Land Records of Harford County, Maryland in Liber 1627, folio 633 by and between Greater Harford Industrial Park Partnership and Harford County, Maryland, a Maryland body corporate and politic, as to Tract III.
16. Declaration of Covenants dated May 18, 1990 and recorded May 18, 1990 among the Land Records of Harford County, Maryland in Liber 1630, folio 906 by Greater Harford Industrial Park Partnership.

As amended by Amendment to Declaration of Covenants for Stormwater Management Facility dated March 28, 2011 by and among Palmtree Acquisition Corporation, a Delaware corporation, successor by dissolution of ProLogis-Exchange MD (1) LLC, a Delaware limited liability company, as the successor in interest to Greater Harford Industrial Park Partnership recorded April 13, 2011 among the Land Records of Harford County, Maryland in Liber 9137, folio 311.

As affected by Assignment of Declarant's Rights dated March 13, 2018 made by and among Palmtree Acquisition Corporation, a Delaware corporation, successor by dissolution of ProLogis-Exchange MD (1) LLC, a Delaware limited liability company and CREG Trimble, LLC, a Maryland limited liability company, and recorded March 29, 2018, among the Land Records of Harford County, Maryland in Liber 12755, folio 148.

As amended by that Second Amendment to Declaration of Covenants for Storm Water Management Facility dated March 30, 2018 made by CREG Trimble, LLC, a Maryland limited liability company and recorded June 12, 2018 among the Land Records of Harford County, Maryland in Liber 12854, folio 200.

As affected by that Assignment of Declarant's Rights dated July 10, 2018 made by and between Creg Trimble, LLC, a Maryland limited liability company (Assignor) and Fund XI Trimble Road LLC, a Delaware limited liability company (Assignee) and recorded July 12, 2018 among the Land Records of Harford County, Maryland in Liber 12899, folio 101, as to all Tracts.

17. Easements for sanitary sewer lines and other drainage and utility purposes as set forth in Deed of Easement dated May 18, 1990 and recorded May 18, 1990 among the Land Records of Harford County, Maryland in Liber 1630, folio 929 by and between Greater Harford Industrial Park Partnership, a Maryland general partnership and The Gap, Inc., a Delaware corporation, as to Tract I.
18. Easements for ingress, egress, roads, stormwater drainage lines, sanitary sewer lines, water and gas mains, electric power lines and other utilities along with a 20' temporary construction easement as set forth in Deed of Easement dated May 18, 1990 and recorded May 18, 1990 among the Land Records of Harford County, Maryland in Liber 1630, folio 932 by and between



Greater Harford Industrial Park Partnership, a Maryland general partnership and The Gap, Inc., a Delaware corporation.

As amended by First Amendment to Deed of Easement dated March 28, 2011 by Palmtree Acquisition Corporation, a Delaware corporation recorded April 13, 2011 among the Land Records of Harford County in Liber 9137, folio 300, as to Tract III.

19. Easement for drainage, stormwater drains and other utility purposes as set forth in Deed of Easement dated May 18, 1990 and recorded May 18, 1990 among the Land Records of Harford County, Maryland in Liber 1630, folio 938 by and between Greater Harford Industrial Park Partnership, a Maryland general partnership and The Gap, Inc., a Delaware body corporate, as to Tracts I and IV.
20. Easement for telecommunication and electrical systems as set forth in Right-of-Way Easement dated October 16, 1990 and recorded November 19, 1990 among the Land Records of Harford County, Maryland in Liber 1674, folio 908 by and between Greater Harford Industrial Park Partnership and The Chesapeake and Potomac Telephone Company of Maryland, a body corporate, as to Tract III.
21. Easement for drainage, utilities, ingress and egress as set forth in Deed of Easement and Agreement dated June 10, 2002 and recorded August 15, 2002 among the Land Records of Harford County, Maryland in Liber 4088, folio 165 by and between GPS Maryland, Inc., a Maryland corporation and Harford County, Maryland, a Maryland body corporate and politic, as to Tracts I, II and IV.
22. This item has been intentionally deleted.
23. This item has been intentionally deleted.
24. This item has been intentionally deleted.
25. This item has been intentionally deleted.
26. Subject to but not limited to Notes, Owner's Dedication, Zoning, 75' buffer, non-tidal wetlands, natural resource district, 20' temporary construction easement, 25' minimum building setback line and drainage and utility easement, 20' drainage and utility easement, 25' minimum building setback line and drainage and utility easement, existing 20' road improvement right of way and drainage and utility easement as set forth upon a Plat entitled "Revised Final Plat Lot 3 Greater Harford Industrial Park at Edgewood, Maryland" and recorded in Plat Book 137, folio 77. (As to Tract III)
27. This item has been intentionally deleted.
28. Subdivision Agreement made by and between CREG Trimble, LLC, a Maryland limited liability company and Harford County, Maryland, a body corporate and politic of the State of Maryland dated June 11, 2018 and recorded June 12, 2018 among the Land Records of Harford County, Maryland in Liber 12854, folio 197, as to Tracts I, II and IV.
29. Easements for vehicular ingress and egress, installing, constructing, reconstructing, maintaining, altering and/or extending access drives, stormwater management facilities and drainage and utility lines as described in a Declaration of Easement dated March 30, 2018 made by CREG Trimble, LLC, a Maryland limited liability company and recorded June 12, 2018 among the Land Records of Harford County, Maryland in Liber 12854, folio 204, as to Tracts I and II.
30. Subject to notes, notations, rights of way, easements, setbacks, reservations, building restriction lines and restrictions as set forth upon a Plat entitled "Second Revised Final Plat, Lot 2, Trimble

Road Business Park" and recorded among the Land Records of Harford County, Maryland in Liber 206, folio 5, as to Tract I.

31. Subject to notes, notations, rights of way, easements, setbacks, reservations, building restriction lines and restrictions as set forth upon a Plat entitled "Final Plat, Lot 4, Trimble Road Business Park" and recorded among the Land Records of Harford County, Maryland in Liber 206, folio 6, as to Tract II.
32. Subject to notes, notations, rights of way, easements, setbacks, reservations, building restriction lines and restrictions as set forth upon a Plat entitled "Final Plat, Lot 5, Trimble Road Business Park" and recorded among the Land Records of Harford County, Maryland in Liber 206, folio 7, as to Tract IV.
33. As to the proposed 140,000 square foot building on Tract IV and the proposed 210,000 square foot building on Tract II:  
  
Encroachment of pavement and parking area over (a) existing 40' drainage and utility easement shown on a plat entitled "Partial Revision - Final Plat One, Greater Harford Industrial Park at Edgewood, Maryland" and recorded in Plat Book 108, folio 75 and as set forth in a Deed of Easement and Agreement recorded in Liber 4088, folio 165; (b) stormwater management and facility easements and access easements and stormwater access easements as established by Declaration of Easement recorded in Liber 12854, folio 204 and as shown on Trimble Road Business Park Lots 4 and 5 site plan dated May 19, 2018 prepared by Development Design Consultants.
34. Maintenance Agreement Private Storm Water Management Systems Harford County, Maryland dated March 15, 2018 by and between CREG Trimble LLC and Harford County, Maryland and recorded June 1, 2018 among the Land Records of Harford County, Maryland in Liber 12839, folio 129, as to all Tracts.
35. Right of Way Agreement dated July 6, 2018 by and between CREG Trimble, LLC and Baltimore Gas and Electric Company and recorded July 19, 2018 among the Land Records of Harford County, Maryland in Liber 12906, folio 401, as to all Tracts.



***First American***

**ZONING ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885

File No.: NCS-899885-MD61

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
  - a. According to applicable zoning ordinances and amendments, the Land is not classified Zone GI-General Industrial District;
  - b. The following use or uses are not allowed under that classification: Warehouse Buildings and all other uses permitted under Section 267-50, Permitted Use Charts, in the Harford County Zoning Code effective December 22, 2008, as amended through June 18, 2018
2. There shall be no liability under this endorsement based on
  - a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
  - b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
  - c. The refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 12, 2018

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary



***First American***

**COVENANTS, CONDITIONS AND RESTRICTIONS - UNIMPROVED LAND -  
OWNER'S POLICY ENDORSEMENT**

**Issued by  
*First American Title Insurance Company***

Attached to Policy No.: 899885

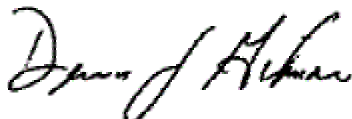
File No.: NCS-899885-MD61

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
  - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

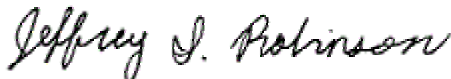
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 12, 2018

***First American Title Insurance Company***



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

By:  
Authorized Countersignature



***First American***

**ENCROACHMENTS - BOUNDARIES AND EASEMENTS - DESCRIBED IMPROVEMENTS  
AND LAND UNDER DEVELOPMENT ENDORSEMENT  
AS TO TRACTS II AND IV ONLY  
Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885


File No.: NCS-899885-MD61

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only:
  - a. "Improvement" means a building, structure, or paved area, including any road, walkway, parking area, driveway, or curb located on the surface of the Land or the surface of adjoining land at Date of Policy that by law constitutes real property.
  - b. "Future Improvement" means any of the following to be constructed on the Land after Date of Policy in the locations according to the Plans and that by law constitutes real property:
    - i. a building;
    - ii. a structure; or
    - iii. a paved area, including any road, walkway, parking area, driveway, or curb.
  - c. "Plans" mean the survey, site and elevation plans, or other depictions or drawings prepared by Development Design Consultants dated June 13, 2018, designated as Trimble Road Business Park Lots 4 and 5 .
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. An encroachment of any Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an Exception in Schedule B of the policy identifies the encroachment;
  - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
  - c. Enforced removal of any Improvement or Future Improvement located on the Land as a result of an encroachment by the Improvement or Future Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement or Future Improvement; or
  - d. Enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land.
4. Sections 3(c) and 3(d) of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B:

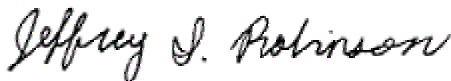
33

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

***First American Title Insurance Company***



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary



***First American***

**ACCESS AND ENTRY  
ENDORSEMENT  
AS TO TRACT III ONLY**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885

File No.: NCS-899885-MD61

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Fulfillment Drive (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 12, 2018

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary





***First American***

**COMMERCIAL ENVIRONMENTAL  
PROTECTION LIEN ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885

File No.: NCS-899885-MD61

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the Clerk of the United States District Court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 12, 2018

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

|                        |               |   |
|------------------------|---------------|---|
| Form 50-10021 (7-1-14) | Page 17 of 25 | ALTA 8.2-06 Commercial Environmental Protection Lien (10-16-08)<br>CLTA 110.9.1-06 (10-16-08) |
|------------------------|---------------|---|



***First American***

**MULTIPLE TAX PARCEL  
ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885

File No.: NCS-899885-MD61

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Tract I

Tax Identification Numbers: 01-239279

Tract II

Tax Identification Numbers: 01-400348

Tract III

Tax Identification Numbers: 01-239287

Tract IV

Tax Identification Numbers: 01-044656

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments of other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 12, 2018

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary



***First American***

**SAME AS SURVEY ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885

File No.: NCS-899885-MD61

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the ALTA/NSPS Land Title Survey made by Dennis P. Burkhard, Prof.L.S., No. 20006 for Millman Surveying, Inc. dated April 25, 2018 last revised July 12, 2018, and designated Job No. 42755.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 12, 2018

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

By:

Authorized Countersignature



***First American***

**CONTIGUITY - MULTIPLE  
PARCELS ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885

File No.: NCS-899885-MD61

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the north side of Tract II of the Land to be contiguous to the southern side of Tract III of the Land along the S88°03'53"E line and the N58°17'53"E line, the northwest side of Tract II of the Land to be contiguous to the southeast side of Tract III of the Land along the N11°43'49"W line, the east side of Tract II of the Land to be contiguous to the western side of Tract I of the Land along the S 04°51'34" E line, the S 10°26'57"E line and the S 53°00'13"E line, the north side of Tract I of the Land to be contiguous to the southwestern side of Tract IV of the Land along the S78°16'11"W line and the east side of Tract I of the Land to be contiguous to the west side of Tract IV of the Land along the N36°34'31"E line, the N28°58'40"W line and the N 11°43'49"W line; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 12, 2018

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary



**First American**

**UTILITY ACCESS ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885

File No.: NCS-899885-MD61

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: **[CHECK ALL THAT APPLY]**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Water service            | <input checked="" type="checkbox"/> Natural gas service | <input type="checkbox"/> Telephone service               |
| <input checked="" type="checkbox"/> Electrical power service | <input checked="" type="checkbox"/> Sanitary sewer      | <input checked="" type="checkbox"/> Storm water drainage |
| <input type="checkbox"/>                                     | <input type="checkbox"/>                                | <input type="checkbox"/>                                 |

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 12, 2018

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary



***First American***

**DELETION OF ARBITRATION - ALTA OWNER'S POLICY  
ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885

File No.: NCS-899885-MD61

1. The policy is hereby amended by deleting Paragraph 14 from the Conditions of the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 12, 2018

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

By:

Authorized Countersignature



***First American***

**ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885

File No.: NCS-899885-MD61

The Company guarantees against loss or damage sustained by the Insured by reason of the failure of the easements set forth in exceptions 5, 6, 8, 9, 17, 18, 19, 20, 21, 26, 30, 31 and 32 of Schedule B to be depicted on the ALTA/NSPS Land Title Survey made by Dennis P. Burkhard, Prof.L.S., No. 20006 for Millman Surveying, Inc. as Project Number 42755 dated April 25, 2018 last revised July 12, 2018.

Provided however that this endorsement does not insure against loss or damage sustained by reason of any inaccuracy of or in such depiction.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: July 12, 2018

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

By:

Authorized Countersignature



***First American***

**POLICY AUTHENTICATION ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 899885

File No.: NCS-899885-MD61

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 12, 2018

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary





## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.