

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> First American Title™ </div>	<div style="text-align: center;"> ALTA Commitment for Title Insurance </div> <hr/> <div style="text-align: center;"> <small>ISSUED BY</small> First American Title Insurance Company </div>
<div style="font-size: 2em; font-weight: bold;">Commitment</div>	

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:

Issuing Office: **Attorney Anthony E. Schwartz**

ALTA® Universal ID:

Loan ID No.:

6Commitment No.: **CT5948022**

Issuing Office File No.:

Property Address: **96 Charter Oak Drive, Wilton, CT 06897**

Revision No.:

SCHEDULE A

1. Commitment Date: **March 21, 2022 at 8:00 A.M.**

2. Policy or Policies to be issued:

(a) ☐ ALTA® Owner's Policy of Title Insurance (6-17-06)

X EAGLE Owner's Policy (2-3-10)

Proposed Insured: 305 RIGGS ST LLC

Proposed Policy Amount: \$700,000.00

(b) X ALTA® Loan Policy of Title Insurance (6-17-06)

☐ EAGLE Loan Policy (7-26-10)

Proposed Insured: FTF LENDING, LLC, ISAOA/ATIMA, 1300 E. 9TH STREET, SUITE 800,
CLEVELAND, OH 44114

Proposed Policy Amount: \$871,000.00

(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 real estate or interest in the Land is at the Commitment Date vested in:

James E. Scott

5. The Land is described as follows:

96 Charter Oak Drive, Wilton, CT 06897

See attached Schedule A, Property Description

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SCHEDULE A, PROPERTY DESCRIPTION

All that certain tract or parcel of land with the buildings and improvements thereon situated at Charter Oak Drive in the Town of Wilton, County of Fairfield and State of Connecticut, shown and designated as Lot 12 on that certain map entitled "Subdivision Prepared for Patsy Cutrone and John Gardella, Wilton, Conn., May 14, 1973, Revised Dec. 19, 1973", on file in the Office of the Town Clerk of said Wilton as Map No. 3277. Reference to said map is hereby made and had for a more particular description and location of said premises.

Said property is conveyed together with a right of way for all lawful purposes, including public utilities, over that portion of the common driveway which is located on Lot 11 as shown on Map No. 3456 Wilton Land Records.

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 First American Title™	ALTA Commitment for Title Insurance
Schedule BI & BII	ISSUED BY First American Title Insurance Company

Commitment No.: **CT5948022**

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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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. Sewer and water use charges as may be due and payable.
7. Real Estate Taxes to the Town of Wilton on the List of October 1, 2020 are \$12,024.98 due and payable semi-annually. Total taxes have been paid in full. See attached tax sheet.

PLEASE CONTACT THE TAX OFFICE PRIOR TO CLOSING TO CONFIRM PAYMENTS MADE AND AMOUNTS DUE FOR TAXES AND SEWERS - PHONE 203-563-0125.

List # 3239

Net Assessment: \$431,490.00

Map 93, Lot 32

Total Tax: \$12,024.98

8. Real Estate taxes to the Town of Wilton as are due and payable.
9. Limitations of use imposed by governmental authority.
10. The building setback line as shown on Map No. 3277.
11. The notations shown on said Map No. 3277.

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12. The general spillage easement from Patsy Cutrone, Jr. et al to the Town of Wilton dated February 13, 1974 and recorded in Volume 213 at page 117 of the Wilton Land Records.
13. A drainage easement from Patsy Cutrone, Jr. et al to the Town of Wilton recorded in Volume 213 at page 120 of the Wilton Land Records.
14. The restrictions contained in a declaration by Patsy Cutrone, Jr. et al dated February 7, 1974 and recorded in Volume 213 at page 246 of the Wilton Land Records.
15. Easement from Patsy Cutrone et al to The Connecticut Light and Power Company dated April 23, 1974 and recorded in Volume 229 at page 216 of the Wilton Land Records.
16. The right of the owner of Lot 11 as shown on Map No. 3456 to use the common driveway across Lot 12 for all lawful purposes to Charter Oak Drive, as shown on said map.
17. The following covenant and agreement which shall run with the land unless and until rescinded by mutual written agreement of the owners of Lots 11 and 12 on Map No. 3456 Wilton Land Records, and such release is recorded in the Wilton Land Records; The owners of Lots 11 and 12 as shown on said Map No. 3456 shall each be responsible for one-half of the maintenance expenses, including snow removal, for that portion of the common driveway which is located on Lots 11 and 12 as shown on Map No. 3456 and used in common for access from Charter Oak Drive to the residences on such lots.
18. Variance by the Town of Wilton Zoning Board of Appeals recorded January 13, 2003 in Volume 1484 at Page 170 of the Wilton Land Records.
19. Variance by the Town of Wilton Zoning Board of Appeals recorded January 8, 2008 in Volume 1980 at Page 155 of the Wilton Land Records.
20. Open-End Mortgage Deed by James E. Scott to JPMorgan Chase Bank, NA, principal sum \$210,000.00, dated June 28, 2006 and recorded August 1, 2006 in Volume 1888 at Page 160 of the Wilton Land Records.

This report includes a 24 month chain of title:

See Warranty Deed by Richard T. Lewis and Nina A. Lewis to James E. Scott, dated December 6, 1993 and recorded December 8, 1993 in Volume 879 at Page 341 of the Wilton Land Records.

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