

TITLE REPORT



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-401470-784-CHAR

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, 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.

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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.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-401470-784-CHAR

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company
National Commercial Services
Commitment No.: NCS-401470-784-CHAR

Issuing Office: 201 S. College Street, Ste. 1440, Charlotte,
NC 28244
Issuing Office File No.: NCS-401470-784-CHAR

Property Address: 937 Broadway, Bayonne, NJ
REVISION NO: 02

SCHEDULE A

1. Commitment Date: September 11, 2023
2. Policy to be Issued:
 - (a) ☒ 2006 ALTA® Owner's Policy
Proposed Insured: Golden Apple Capital LLC, a New Jersey limited liability company
Proposed Policy Amount: \$ 1,000.00 to be revised at or prior to closing
 - (b) ☐ 2006 ALTA® Loan 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. The Title is, **at the Commitment Date, vested in:** Commercial Trust Company of New Jersey, now known as Bank of America
 - A. By a Warranty Deed from Fred Dichiara and Rita Dichiara, his wife, to Commercial Trust Company of New Jersey, a corporation of the State of New Jersey, dated 12/13/1965, recorded 12/15/1965 in Deed **Book 2986 Page 886**. (as to Parcel 1)
 - B. By a Bargain and Sale Deed from Abraham L. Ellis and Elsie Ellis, his wife, to Commercial Trust Company of New Jersey, a corporation of New Jersey, dated 12/13/1965, recorded 12/15/1965 in Deed **Book 2986 Page 889**. (as to Parcel 2)
 - C. By a Bargain and Sale Deed from Marion Yorkland, widow, to Commercial Trust Company of New Jersey, a banking corporation of the State of New Jersey, dated 05/24/1973, recorded 05/24/1973 in Deed **Book 3142 Page 155**. (as to Parcel 3)
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-401470-784-CHAR

Commitment No.: NCS-401470-784-CHAR

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.

Deed from the present owner(s) to the proposed insured(s) named in Schedule A, Item #2(a) to be recorded in the Hudson County Clerk's Office.

NOTE: DEED TO BE INSURED MUST INCLUDE EITHER THE SELLER'S RESIDENCY CERTIFICATION/EXEMPTION FORM OR THE NON-RESIDENT SELLER'S TAX DECLARATION ALONG WITH CHECK PAYABLE TO NJ DIVISION OF TAXATION.

Company advises that all Deeds bearing a consideration of \$1,000,000.00 or more will require an Affidavit of Consideration For Use By Buyer. This Affidavit must be used, regardless of whether the Mansion Tax is to be paid.

Company also advises that all Deeds conveying commercial property (regardless of consideration) will require an Affidavit of Consideration for use by Buyer and an Affidavit of Consideration for use by Seller. These affidavits must be used, regardless of whether the Realty Transfer Tax and/or Mansion Tax is to be paid.

5. In the event that the proceeds of the loan to be secured by the Mortgage to be insured are not to be fully disbursed at Closing, the Company must be notified and this Commitment will then be modified accordingly.
6. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.

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7. The Company requires that a Notice of Settlement in connection with the transaction to be insured be recorded, pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more than 60 days before, the anticipated date of recording of the closing documents. If the closing is postponed, another Notice of Settlement must be recorded in a timely fashion. If both a deed and Mortgage are to be insured, two Notices of Settlement must be recorded: one for the deed, and the other for the Mortgage.
8. A continuation search (rundown) of the title must be ordered not less than 24 hours prior to closing of title.
9. NOTE: Recording Clerk requires Tax Lot and Block of premises to be included in the deed recital.
10. Superior Court of New Jersey and United States District Court Search: Commercial Trust Company of New Jersey, Fleet Bank and Bank of America

Judgments as set forth in New Jersey Superior Court, United States District Court and United States Bankruptcy Court dated 07/05/2018, attached.

Please note that to ensure NPI/Patriot Act confidentiality, the Upper Court Judgment searches and Patriot Act searches have not been hyperlinked. However, same have been uploaded to Clarity First for easy access.

11. Open Mortgages of Record: NONE
12. [Attached find Tideland Search dated 07/01/2018, which shows: UNCLAIMED](#)
13. Production of certified copy of resolution of Directors of Bank of America authorizing sale of insured premises and execution of Deed.
14. NOTE: The following endorsement(s) will be attached to the Owner Policy, when issued, and made a part thereof: To Be Determined
15. Superior Court of New Jersey and United States District Court Search: Bank of America

Judgments as set forth in New Jersey Superior Court, United States District Court and United States Bankruptcy Court dated 12/07/2022; continuation dated 10/20/2023, attached.

Please note that to ensure NPI/Patriot Act confidentiality, the Upper Court Judgment searches and Patriot Act searches have not been hyperlinked. However, same have been uploaded to Clarity First for easy access.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-401470-784-CHAR

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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. 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.
3. Rights of or claims by parties in possession of the Land not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien or right to a lien, for service, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Subject to added or omitted assessments pursuant to N.J.S.A 54:4-63.1 et seq.
7. [Taxes, charges and assessments.](#)

Tax and Assessment Search: See Copy Attached (X); Ordered, Not Yet Received (). This property is subject to current year's taxes levied or to be levied and not yet certified to by the County Board of Taxation in accordance with Chapter 397 Laws of 1941, as amended and supplemented.

8. Subsurface conditions and/or encroachments not disclosed by an instrument recorded in the Public Records. (Owners Policy Only)
9. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Hudson County, New Jersey in Map No. [911](#) filed 5/21/1887.

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10. Rights public and private in all roads, streets, lanes, avenues or highways bounding, crossing or affecting premises in question.

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File No.: NCS-401470-784-CHAR

The Land referred to herein below is situated in the City of Bayonne, County of Hudson, State of New Jersey, and is described as follows:

Parcel 1

BEGINNING at a point in the Westerly line of Broadway distant 50 feet Southerly from the corner formed by the intersection of the Westerly line of Broadway with the Southerly line of West 45th Street, and from thence running (1) Westerly parallel with West 45th Street, 100 feet to a point; thence (2) Southerly parallel with Broadway, 25 feet to a point; thence (3) Easterly parallel with West 45th Street, 100 feet to the Westerly side of Broadway; thence (4) Northerly along said Westerly line of Broadway, 25 feet to the point or place of BEGINNING.

Parcel 2

BEGINNING on the west corner of West 45th Street (formerly Bayview Avenue) and Broadway (formerly Avenue D), thence running north-westerly along the southwesterly line of West 45th Street one hundred (100) feet; thence southwesterly parallel with Broadway fifty (50) feet; thence southeasterly parallel with West 45th Street one hundred (100) feet to Broadway; thence northeasterly along Broadway fifty (50) feet to the place of BEGINNING.

Parcel 3

BEGINNING at a point on the southerly side of West 45th Street, distant one hundred (100) feet westerly along the same from the westerly side of Broadway; thence running (1) southerly parallel with Broadway, one hundred (100) feet; thence (2) westerly parallel with West 45th Street, thirty-seven and one-half (37½) feet; thence (3) northerly parallel with Broadway, one (100) feet to the southerly side of West 45th Street and thence (4) easterly along the same thirty-seven and one-half (37½) feet to the beginning.

LESS AND EXCEPT that portion of the above described premises which Fred Diciara and Rita Diciara, his wife by Warranty Deed dated 4/22/1963 and recorded 4/23/1963 in the County of Hudson in Deed [Book 2924 Page 860](#), conveyed to Dominick A. Tarzia and Teresa Tarzia, his wife, and being more particularly described as follows:

BEGINNING at a point in the Westerly line of Broadway distant 100 feet Southerly from the corner formed by the intersection of said Westerly side of Broadway with the Southerly side of West 45th Street and from said beginning point thence running (1) Westerly and parallel with West 45th Street 100 feet to a point, thence (2) Southerly and parallel with the Westerly side of Broadway 25 feet to a point, thence (3) Easterly and parallel with West 45th Street 100 feet to the westerly

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side of Broadway , and thence (4)northerly along said westerly side of Broadway 25 feet to the point or place of beginning.

NOTE: FOR INFORMATION ONLY: Being Lot(s) 23, Block(s) 85; Tax Map of the City of Bayonne, County of Hudson, State of New Jersey.

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