



## EXHIBIT A

The land with any buildings thereon situated in New Bedford, Bristol County, Commonwealth of Massachusetts, bounded and described as follows:

### Parcel One:

Being shown as Lot 8 containing 54,680 square feet, more or less (1.26 acres, more or less) on Plan of Land entitled "Definitive Plan of Land in New Bedford, Massachusetts, prepared for City of New Bedford", Scale 1"=80', October 25, 1998, revised March 17, 1999, prepared by SITEC, Civil and Environmental Engineering, and recorded in the Bristol County S.D. Registry of Deeds, in Plan Book 143, Page 97.

### Parcel Two:

Being shown as Lot 9A containing 52,656 square feet, on a Plan of Land entitled "Approval Not Required Plan of Land located in New Bedford, MA, prepared for City of New Bedford Redevelopment Authority", Scale 1"=40', March 16, 2004, by Kenneth R. Ferreira Engineering, Inc., recorded in the Bristol County S.D. Registry of Deeds, in Plan Book 153, Page 90.

For title see deed from Blackmer LLC dated July 16, 2007, recorded with the Bristol County (S.D.) Registry of Deeds in Book 8723, Page 277.



## COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1

**File Number: 24-3672SO**

**The following are the requirements to be complied with:**

1. Municipal Lien Certificates to be duly recorded. All outstanding real estate taxes, water, sewer and other municipal betterment and charges to be paid at or prior to the closing.
2. If Mechanics Lien Exception is to be removed from the policy, Old Republic National Title Insurance Company (the "Company") to be provided with suitable affidavits of the Seller/Borrower establishing that no work has been done or materials supplied that would give rise to a mechanics or materialmen's lien on the premises described in Schedule A and indemnifying the Company against the same.
3. If Survey Exception is to be removed from the policy, Old Republic National Title Insurance Company to be provided with a current instrument survey of the premises to be insured and a completed Surveyor's Report.
4. If Persons in Possession Exception is to be removed from the policy, Old Republic National Title Insurance Company to be provided with a suitable affidavit of Seller regarding the tenants.
5. Final report from Approved Old Republic National Title Insurance Company Attorney certifying title between the date of this Commitment and the date and time of recording of closing documents. Said report should provide recording data relative to the closing documents and any additional matters affecting title other than those set forth in Schedule B, Exceptions. Said additional matters will appear in Schedule B, Exceptions and Policy will also contain exceptions in the appropriate policy schedules to any documents recorded by the appropriate policy schedules to any documents recorded by the parties to this transaction. Copies of said recorded closing documents and any additional matters should be included with the report.
6. Remittance of applicable title premium.
7. **The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.**



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B, SECTION 1 (CONTINUED)**

**File Number: 24-3672SO**

8. ***Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.***

NOTE: Old Republic National Title Insurance Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertained details of the transaction.



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B - SECTION 2**

**File Number: 24-3672SO**

**Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

**Standard Policy Exceptions:**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties other than the Insured or Mortgagor in actual possession of any or all of the property.
3. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
4. Unfiled mechanic's' or materialmen's liens.
5. Riparian rights of others. No title is insured to any filled-in land or land lying below the present or any former mean high water line of any navigable water.
6. Taxes are paid through \_\_\_\_\_. Subsequent taxes are a lien but not yet due and payable.
7. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of all adjoining streets and ways.
8. Mortgage from Finicky Pet Food, Inc. to Webster Massachusetts Security Corporation dated December 2, 2015 recorded in Book 11548, Page 300, as affected by Assignment of Mortgage to AC, 35, LLC recorded in Book 14953, Page 83, as further affected by Confirmatory Assignment of Mortgage to AC 35, LLC recorded in Book 15007, Page 318.
9. First Collateral Assignment of Leases and Rents by and between Finicky Pet Food, Inc. and Webster Massachusetts Security Corporation dated December 2, 2015 recorded in Book 11548, Page 317, as affected by Assignment of First Collateral Assignment of Leases and Rents to AC 35, LLC recorded in Book 14953, Page 78.
10. Mortgage from Finicky Pet Food, Inc. to Webster Bank, N.A. dated December 2, 2015 recorded in Book 11548, Page 326, as affected by First Amendment to Mortgage and Second Collateral Assignment of Leases and Rents dated as of August 29, 2016



## SCHEDULE B PART II (CONTINUED)

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recorded in Book 11818, Page 224, as affected by Assignment of Mortgage to AC 35, LLC recorded in Book 14953, Page 73.

11. Second Collateral Assignment of Leases and Rents by and between Finicky Pet Food, Inc. and Webster Bank, N.A. dated December 2, 2015 recorded in Book 11548, Page 343, as affected by First Amendment to Mortgage and Second Collateral Assignment of Leases and Rents dated as of August 29, 2016 recorded in Book 11818, Page 224, as affected by Assignment of Second Collateral Assignment of Leases and Rents to AC 35, LLC recorded in Book 14953, Page 68.
12. Execution by C&P Bait, Inc., New Bedford District Court Docket No. 2233CV000043 recorded in Book 14883, Page 109.
13. Tax Taking by the City of New Bedford recorded in Book 14914, Page 343.
14. Tax Taking by the City of New Bedford recorded in Book 14914, Page 344.
15. License issued by the City of New Bedford Department of Public Works recorded in Book 875, Page 390. See plan recorded in Plan Book 35, Page 29, Plan 3.
16. Reservation by the City of New Bedford set forth in instruments recorded in Book 908, Page 311 and Book 908, Page 313 as affected by discontinuance recorded in Book 1517, Page 36 and Book 1518, Page 370.
17. Grant of Easement to New England Telephone and Telegraph Company dated August 24, 1999 recorded in Book 4551, Page 287.
18. Terms and provisions set forth in deed from the New Bedford Redevelopment Authority to Mark R. Wright, Trustee of Blackmer Street Realty Trust dated October 31, 2000 recorded in Book 4810, Page 290, as affected by Certificate of Completion and Approval recorded in Book 8723, Page 269, as affected by Certificate of Completion and Approval and Consent recorded in Book 11548, Page 290.
19. Easement to the Commonwealth Electric Company dated November 9, 2000 recorded in Book 4822, Page 186.
20. Grant of Easement to Commonwealth Electric Company dated March 27, 2002 recorded in Book 5458, Page 338.
21. New Bedford Redevelopment Authority Redevelopment Contract and Access Agreement dated June 24, 2004 recorded in Book 7070, Page 165, as affected by Certificate of Completion and Approval recorded in Book 8723, Page 269.



## **SCHEDULE B PART II (CONTINUED)**

### **File Number: 24-3672SO**

22. Terms and provisions of deed from the New Bedford Redevelopment Authority to Blackmer LLC dated July 15, 2004 recorded in Book 7070, Page 190, as affected by Certificate of Completion and Approval recorded in Book 8723, Page 269, as affected by Certificate of Completion and Approval and Consent recorded in Book 11548, Page 290.
23. Grant of Easement to Commonwealth Electric Company dated July 16, 2007 recorded in Book 8723, Page 267.
24. New Bedford Redevelopment Authority Redevelopment Contract and Access Agreement dated June 16, 2007 recorded in Book 8723, Page 279, as affected by Certificate of Completion and Approval and Consent recorded in Book 11548, Page 290.
25. Easement to NSTAR Electric Company dated December 19, 2007 recorded in Book 8907, Page 218.

NOTE: While not insured as provided by the Exclusions from Coverage delineated in the policy jacket, the records of the Southern District of the Bristol County Registry of Deeds disclose the following:

- a. Notice of Decision on Zoning Variance Petition, Appeal No. 3388, dated February 8, 2001 recorded in Book 4931, Page 196.

NOTE: Any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin is omitted, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.