

**ALTA Commitment Form**  
**COMMITMENT FOR TITLE INSURANCE**  
Issued by  
**STEWART TITLE GUARANTY COMPANY**

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

  
Authorized Countersignature

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

Stewart Title Company  
1000 W. Wisconsin Avenue, Suite 7  
Appleton, WI 54914  
(920) 830-0110

  
Denise Carraux  
Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. 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 as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No.: 01112-24789

**Prepared for:** Stewart Title  
1220 Washington  
Suite 102  
Kansas City, MO 64105

**Inquiries should be directed to:** Stewart Title Company  
1000 W. Wisconsin Avenue, Suite 7  
Appleton, WI 54914  
Ph. (920) 830-0110, Fax (920) 830-0112

**1. Effective Date:** April 20, 2015 at 8:00 A.M.

<b>2. Policy or Policies to be issued:</b>		<b>Amount of Insurance</b>
(a) A.L.T.A. Owner's	2006 (Standard)	T.B.D.
Proposed Insured:		
To be determined		
(b) A.L.T.A. Loan Policy	2006 (Standard)	
Proposed Insured:		

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

**4. Title to the said estate or interest in said land is at the effective date hereof vested in:**

VFC Properties 10 LLC, a Delaware limited liability company

**5. The land referred to in this Commitment is described as follows:**

**SEE ATTACHED LEGAL DESCRIPTION**

For informational purposes only:

Property Address: 7311 - 7321 North Teutonia Avenue, Milwaukee, WI 53209  
Tax Key No.: 102-9941-114-7  
Taxes: 2014: \$10,490.59 (PAID)  
Special Assessments: \$141.96  
Lottery Credit: \$80.42

## LEGAL DESCRIPTION

That part of the Southwest One-quarter (1/4) of Section Thirteen (13), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said 1/4 Section; thence East along the South line of said 1/4 Section 1710.50 feet to its intersection with the East line extended South of North 38th Street, thence North 00°58'00" East along the East line of North 38th Street and its extension South and parallel to the West line of said 1/4 Section 863.61 feet to a point in the center line of West Clinton Avenue; thence due East along the center line of West Clinton Avenue, 220.33 feet to the point of beginning of the land to be described; thence due East and parallel to the South line of said 1/4 Section along the center line of West Clinton Avenue, 138.85 feet to a point in the Westerly line of North Teutonia Avenue; thence South 14° 06'30" East along the Westerly line of North Teutonia Avenue, 173.67 feet to a point; thence due West and parallel to the South line of said 1/4 Section 138.85 feet to a point in the Easterly line of Clinton Manor, being a part of the Southwest 1/4 of Section 13, Township 8 North, Range 21 East; thence North 14°06'30" West along the Easterly line of Clinton Manor, 173.67 feet to the place of beginning. Reserving the North 30.00 feet for West Clinton Avenue.



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No.: 01112-24789

The following are the requirements to be complied with:

1. Instruments in insurable form which must be executed, delivered, and duly filed for record.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.
3. Payment to the Company of the premiums, fees, and charges for the policy.
4. You must tell us in writing the name of anyone not referred to in this commitment who will receive an interest in the property or will make a loan on the property. We may make additional requirements or exceptions relating to the interest or the loan.
5. Satisfaction of Mortgage, Security Agreement and Assignment of Rents executed by Esher Group, LLC to U.S. Bank N.A., dated October 4, 2007, and recorded October 19, 2007, as Document Number 09512036, in the original stated principal amount of \$530,250.00 Said Mortgage was assigned to VFC Partners 10 LLC, a Delaware limited liability company with an Assignment of Collateral Document dated June 16, 2011 and recorded August 11, 2011 as Document Number 10022610.
6. Satisfaction of Mortgage executed by VFC Properties 10 LLC, a Delaware limited liability company to VFC Partners 10 LLC, a Delaware limited liability company, dated December 21, 2011, and recorded March 21, 2013, as Document Number 10228926, in the original stated principal amount of \$208,710.34.
7. Warranty Deed executed by VFC Properties 10 LLC, a Delaware limited liability company to To be determined.

We must be furnished a copy of the articles of organization, and written operating agreement and all amendments there to of VFC Properties 10 LLC, a Delaware limited liability company.

If the LLC is manager managed, the document called for herein must be executed by the manager on behalf of the LLC, and we must be furnished evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices and actions relating to the execution and delivery of the document as required under applicable law and the governing documents have been conducted, given or properly waived.

If the LLC is member managed, unless the document is executed by all members on behalf of the LLC, we must furnished evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices and actions relating to the execution and delivery of the document as required under applicable law and the governing documents have been conducted, given or properly waived and we must be furnished proof as to the identity of the member or members authorized to execute the document.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No.: 01112-24789

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

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 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. 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.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Land, whether assessed or charged before or after the date of the policy.
4. Rights or claims of parties in possession not shown by the Public Records.
5. Encroachments, overlaps, boundary line disputes, or other matters affecting Title which would be disclosed by an accurate survey or inspection of the Land.
6. Easements or claims of easements not shown by the public records.
7. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the year 2015 and subsequent years.
8. General taxes for the year 2015 and subsequent years.
9. Public or private rights, if any, in such portion of the subject premises as may be used, laid out or dedicated in any manner whatsoever for street, highway, road and/or alley purposes.
10. Terms, conditions, restrictions and easements contained in Easement by and between Marathon Finance Corporation and Wisconsin Electric Power and Wisconsin Telephone Company dated July 10, 1967 and recorded July 26, 1967 in Reel 371, Image 1444-1445, as Document Number 4333356.



## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*