



*First American
Title Insurance Company*

SCHEDULE A
COMMITMENT

File No. 20500 JNT

Effective Date: May 28, 2020

1. Policy or Policies to be issued:

(a) ALTA Owners Policy (6-17-06)
Proposed Insured:

Amount:

(b) ALTA Loan Policy (6-17-06)
Proposed Insured:
TBA

Amount: \$100,000.00

2. The estate or interest in the land described or referred to in this commitment is Fee Simple.
3. Title to the estate or interest in the land as at the Effective Date vested in:

Showboat Renaissance, LLC
Beachview AC, LP
South Inlet AC II, LLC

Title acquired by:

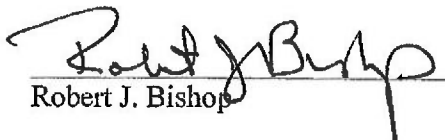
SEE ATTACHED VESTING SCHEDULE

4. The land referred to in this commitment is described as follows:

SEE SCHEDULE A FOR LEGAL DESCRIPTION

Countersigned:
Jersey National Title, Inc.
6727 Delilah Road, Suite 104A
Egg Harbor Township, NJ 08234

Authorized Signatory


Robert J. Bishop



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VESTING SCHEDULE

File No. 20500 JNT

TITLE VESTED AS FOLLOWS:

1. Deed from Stockton University, formerly known as The Richard Stockton College of New Jersey to Showboat Renaissance LLC dated January 15, 2016 and recorded on February 1, 2016 in Volume 14019 Instrument No. 2016005565 in the Atlantic County Clerk's Office.
2. Deed from the Atlantic City Housing Authority to Beachview AC, LP dated February 10, 2017 and recorded on March 21, 2017 in Volume 14216 Instrument No. 2017017094 in the Atlantic County Clerk's Office
3. Ordinance No. 29 – 1967 dated February 6, 1968 and recorded on February 7, 1968 in Vacation of Roads Book 4 page 353 in the Atlantic County Clerk's Office for the dedicating, laying out and widening of a certain new street between Virginia Avenue and New Jersey Avenue; and the dedicating, laying out and widening of part of New Jersey Avenue; and for the vacating of portions of St. Charles Place from Pacific Avenue to the Interior Line of Park.
4. Vacation Ordinance No. 77 of 1992 dated July 22, 1992, corrected August 12, 1992 for the Vacation of an Unnamed Alley lying between United States Avenue and Maryland Avenue, South of Atlantic Avenue; the vacation of an unnamed alley lying between Delaware Avenue and United States Avenue, South of Atlantic Avenue; the vacation of Delta Place lying West of New Jersey Avenue and North of Pacific Avenue; the vacation of an unnamed street; the vacation of a portion of New Jersey Avenue; the vacation of a portion of Connecticut Avenue; the vacation in the future, upon the request of the Atlantic City Housing Authority of United States Avenue lying between Atlantic Avenue and Pacific Avenue; the vacation in the future, upon the request of the Atlantic City Housing Authority, of a portion of the Air Rights over an East-West portion of New Jersey Avenue between Atlantic and Pacific Avenues; the vacation in the future, upon the request of the Atlantic City Housing Authority, of a portion of the Air Rights over a North-South portion of Pacific Avenue between Delaware and New Jersey Avenues; the vacation in the future, upon the request of the Atlantic City Housing Authority, of a portion of the Air Rights over an East-West portion New Jersey Avenue South of the Southerly line of Pacific Avenue and the Inland Line of the Park; and further providing for repeal of Sections 1, 2, 5 & 7 of Ordinance No. 60 of 1993.
5. Deed from Chuen Hor Cheng a/k/a Paul Cheng to South Inlet AC II LLC dated February 24, 2020 and recorded on March 19, 2020 in Volume 14761 Instrument No. 2020015966 in the Atlantic County Clerk's Office.



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SCHEDULE A
LEGAL DESCRIPTION

File No. 20500 JNT

All those certain lots, tracts or parcels of land and premises situate, lying and being in the City of Atlantic City, County of Atlantic and State of New Jersey bounded and described as follows:

Tract No. 1

BEGINNING at a point in the Southerly right-of-way line of Pacific Avenue (60 feet wide), at its intersection with the Westerly right-of-way line of New Jersey Avenue (50 feet wide), said point also being the Northwesterly corner of Lot 25, Block 61 and running; thence;

1. Along the Westerly right-of-way line of New Jersey Avenue (50 feet wide), South 27 degrees 33 minutes 08 seconds East, a distance of 942.00 feet to a point, common corner to Block 61 - Lot 27; thence;

2. Along a common line between Block 61 - Lots 25 and 27, South 62 degrees 26 minutes 52 second West, a distance of 266.00 feet to a point, common corner to Block 61 - Lot 23; thence;

3. Along a common line between Block 61 - Lots 22 and 23, South 27 degrees 33 minutes 08 seconds East, a distance of 490.20 feet to a point, common corner to Block 61 - Lot 28 and the Atlantic City Boardwalk (60 feet wide); thence;

4. Along a common line between Block 61 - Lot 22 and the Atlantic City Boardwalk, South 59 degrees 19 minutes 09 seconds West, a distance of 317.47 feet to a point, common corner Block 61 - Lot 19; thence;

5. Along a common line between Block 61 - Lots 16, 19 and 22, North 27 degrees 33 minutes 08 seconds West, a distance of 1,369.53 feet to a point, in the common line of Block 61 - Lot 13; thence;

6. Along a common line between Block 61 - Lots 13, 14 and 22, North 62 degrees 26 minutes 52 seconds East, a distance of 25.00 feet to a point, common corner to Block 61 - Lot 14; thence;

7. Along a common line between Block 61 - Lots 14 and 22, North 27 degrees 33 minutes 08 seconds West, a distance of 80.00 feet to a point, in the said line of Pacific Avenue; thence;

8. Along the said line of Pacific Avenue, North 62 degrees 26 minutes 52 seconds East, a distance of 558.00 feet to the point or place of BEGINNING.

Being Lots 22, 23, 24, 25 & 26 in Block 61 as shown on the Tax Map of the City of Atlantic City.



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SCHEDULE A
LEGAL DESCRIPTION (continued)

File No. 20500 JNT

Tract No. 2

BEGINNING at a point in the Northerly right-of-way line of Pacific Avenue (60 feet wide), at its intersection with the Westerly right-of-way line of Delaware Avenue (82 feet wide), said point also being the Southeasterly corner of Lot 1, Block 134 and running; thence;

1. Along the Northerly right-of-way line of Pacific Avenue (60 feet wide), South 62 degrees 26 minutes 52 seconds West, a distance of 409.00 feet to a point, in the easterly right-of-way line of Maryland Avenue (50 feet wide), thence;

2. Along the said line of Maryland Avenue, North 27 degrees 33 minutes 08 seconds West, a distance of 550.00 feet to a point, in the Southerly right-of-way line of Atlantic Avenue (100 feet wide); thence;

3. Along the said line of Atlantic Avenue, North 62 degrees 26 minutes 52 seconds East, a distance of 350.00 feet to a point, in the said line of Delaware Avenue; thence;

4. Along the said line of Delaware Avenue South 27 degrees 33 minutes 06 seconds East, a distance of 100.00 feet to a point of curvature; thence;

5. Along a curve to the left, having a radius of 429.00 feet, an arc length of 104.82 and a chord bearing South 34 degrees 33 minutes 07 seconds East, with a chord a distance of 104.56 feet to a point; thence;

6. South 41 degrees 33 minutes 08 seconds East, a distance of 152.53 feet to a point of curvature; thence;

7. Along a curve to the right, having a radius of 315.00 feet, an arc length of 76.97 and a chord bearing South 34 degrees 33 minutes 08 seconds East, with a chord a distance of 76.78 feet to a point; thence;

8. South 27 degrees 33 minutes 08 seconds East, a distance of 122.01 feet to the point or place of BEGINNING.

Being Lot 1 in Block 134 as shown on the Tax Map of the City of Atlantic City



*First American
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SCHEDULE A
LEGAL DESCRIPTION (continued)

File No. 20500 JNT

Tract No. 3

BEGINNING at a point in the Northerly right-of-way line of Atlantic Avenue (100 feet wide), at its intersection with the Westerly right-of-way line of Maryland Avenue (50 feet wide), said point also being the Southwesterly corner of Lot 1, Block 302 and running thence;

1. Along the said Westerly right-of-way line of Maryland Avenue, North 27 degrees 33 minutes 08 seconds West, a distance of 550.00 feet to a point, in the Southerly right-of-way line of Arctic Avenue (60 feet wide); thence;
2. Along the said line of Arctic Avenue, North 62 degrees 26 minutes 52 seconds East, a distance of 230.50 feet to a point, common corner to Block 302 - Lot 2; thence;
3. Along the common line of Block 302 - Lots 1 and 2, the following (3) three courses, South 27 degrees 33 minutes 08 seconds East, a distance of 105.00 feet to a point; thence;
4. North 62 degrees 26 minutes 52 second East, a distance of 25.00 feet to a point; thence;
5. North 27 degrees 33 minutes 08 seconds West, a distance of 105.00 feet to a point, in the said right-of- way line of Arctic Avenue; thence;
6. North 62 degrees 26 minutes 52 seconds East, a distance of 94.50 feet to a point, in the Westerly right- of-way line of Delaware Avenue (82 feet wide); thence;
7. Along said right-of-way line of Delaware Avenue, South 27 degrees 33 minutes 08 seconds East, a distance of 400.00 feet to a point, common corner to Block 302 Lot 3; thence;
8. Along the common line of Block 302 - Lots 1 and 3, South 62 degrees 26 minutes 52 seconds West, a distance of 60.00 feet to a point; thence;
9. South 27 degrees 33 minutes 08 seconds East, a distance of 25.00 feet to a point, in the common line of Block 302 - Lot 6; thence;
10. Along the common line of Block 302 - Lot 1 and 6, South 62 degrees 26 minutes 52 seconds West, a distance of 40.00 feet to a point, in the Westerly right-of-way line of Reed Avenue (Variable Width); thence;



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Title Insurance Company*

SCHEDULE A
LEGAL DESCRIPTION (continued)

File No. 20500 JNT

11. Along the said right-of-way line of Reed Avenue, the following (3) three courses, North 27 degrees 33 minutes 08 seconds West a distance of 25.00 feet to a point; thence;
12. South 62 degrees 26 minutes 52 second West, a distance of 7.00 feet to a point; thence;
13. South 27 degrees 33 minutes 08 seconds East, a distance of 150.00 feet to a point in the said right-of- way line of Atlantic Avenue; thence;
14. South 62 degrees 26 minutes 52 seconds West, a distance of 243.00 feet to the point or place of BEGINNING.

Being Lot 1 in Block 302 as shown on the Tax Map of the City of Atlantic City.

Tract No. 4

BEGINNING at a point in the Northerly right-of-way line of Atlantic Avenue (100 feet wide), at its intersection with the Westerly right-of-way line of Delaware Avenue (82 feet wide), said point also; being the Northeasterly corner of Lot 4, Block 302 and running; thence;

1. Along the said Northerly right-of-way of Atlantic Avenue, South 62 degrees 26 minutes 52 seconds West, a distance of 71.10 feet to a point, common corner to Block 302 - Lot 5; thence;
2. Along the common line of Block 302 - Lots 4 and 5, North 27 degrees 33 minutes 08 seconds West, a distance of 100.00 feet to a point, in the common line of Block 302 - Lot 6; thence
3. Along the common line of Block 302 - Lots 3, 4 and 6, North 62 degrees 26 minutes 52 seconds East, a distance of 71.10 feet to a point, in the said right-of-way line of Delaware Avenue; thence;
4. South 27 degrees 33 minutes 08 seconds East, a distance of 100.00 feet to the point or place of BEGINNING.

Being Lot 4 in Block 302 as shown on the Tax Map of the City of Atlantic City.



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SCHEDULE A
LEGAL DESCRIPTION (continued)

File No. 20500 JNT

Tract No. 5

BEING Lot 129.05 in Block 13 as shown on the Old Tax Map of Atlantic City.

BEING NOW KNOWN AS Lots 27 & 28 in Block 61 as shown on the Current Tax Map of Atlantic City.

COMMONLY KNOWN AS 160 & 170 S. New Jersey Avenue, Atlantic City, NJ 08401

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A SURVEY DONE BY ARTHUR W. PONZIO CO. & ASSOCIATES DATED JANUARY 26, 2017 DESCRIBED AS FOLLOWS:

Beginning at a point in the west line of New Jersey Avenue (50' wide) in the division line between lots 25 and 27 in block 61, said point being South 27 degrees, 28 minutes, 00 seconds East 942' from the south line of Pacific Avenue (60' wide), and extending from said beginning point; thence

1. South 27 degrees, 28 minutes, 00 seconds East in and along the west line of New Jersey Avenue 455.12' to the Inland or Interior Line of Public Park; thence
2. South 54 degrees, 13 minutes, 06 seconds West in and along same 177.39' to a point of curvature; thence
3. Southwestwardly continuing in and along same in the arc of a circle curving to the right, having a radius of 1102.57', the arc length of 90.99' to a point in the east line of lands now or formerly being the Showboat Atlantic City Hotel; thence
4. North 27 degrees, 28 minutes 00 seconds West in and along same, parallel with New Jersey Avenue 490.20' to the northwest corner of lot 27; thence
5. North 62 degrees, 32 minutes, 00seconds East in and along the division line between lots 23, 25, 26 and 27, parallel with Pacific Avenue 266.00' to the west line of New Jersey Avenue and point and place of BEGINNING.

Being Lots 27 and 28 in Block 61 as shown on the Tax Map of the City of Atlantic City.



*First American
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SCHEDULE A
LEGAL DESCRIPTION (continued)

File No. 20500 JNT

Tract No. 6

Beginning at a point in the Northerly line of Atlantic Avenue (91.00 feet wide) South 61 degrees 40 minutes West, 72.0 feet from the Westerly line of Delaware Avenue (50 feet wide), said beginning point being in the division line between Lots 5 and 6, Block 302; and from thence running

- (1) South 61 degrees 40 minutes West along the Northerly line of Atlantic Avenue, 25.0 feet to point in the Easterly line of Reed Avenue (10 feet wide); thence
- (2) North 28 degrees 20 minutes West along the Easterly line of Reed Avenue, 125.0 feet to a point in the division line between Lots 1 and 6, Block 302; thence
- (3) North 61 degrees 40 minutes East along last mentioned division line and parallel with Atlantic Avenue, 40.0 feet to a point in the division line between Lots 3 and 6, Block 302; thence
- (4) South 28 degrees 20 minutes East along last mentioned division line and parallel with Delaware Avenue, 25 feet to a point; thence
- (5) South 61 degrees 40 minutes West parallel with Atlantic Avenue, 15.0 feet to a point in the division line between Lots 5 and 6, Block 302; thence
- (6) South 28 degrees 20 minutes East along last mentioned division line and parallel with Delaware Avenue, 100.00 feet to a point in the Northerly line of Atlantic Avenue and point and place of beginning.

Being Lot 6 in Block 302 as shown on the Tax Map of the City of Atlantic City.

Note: Course #4 has been corrected from 'South 28 minutes 20 minutes East along last mentioned division line and parallel with Delaware, 25 feet to a point; thence' to 'South 28 degrees 20 minutes East along last mentioned division line and parallel with Delaware Avenue, 25 feet to a point; thence' due to a Scrivener's error in the deed description.

NOTE: The above Tax Lot and Block designation and the street address designation is for informational purposes only and is not to be construed as part of the legal description.



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SCHEDULE B – SECTION I
REQUIREMENTS

File No. 20500 JNT

1. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Mortgage from Showboat Renaissance LLC to TBA
 - b. Mortgage from Beachview AC, LP to TBA
 - c. Mortgage from South Inlet AC II LLC to TBA
4. Production of Affidavits of Title, executed by sellers and/or mortgagors, said Affidavits to contain the statement that there are no other encumbrances, mortgages, liens and/or pertinent instruments affecting title other than those disclosed in this Commitment. NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.
5. This Company must be informed in writing of anyone and/or the name of anyone not referred to in this Commitment who will acquire an interest in the land or who will make a loan on the land. NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.
6. Written notification of any defects or claims by others against the land of which you are aware and which do not appear within this Commitment must be submitted. NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.
7. In the event that the proceeds of the loan to be secured by the mortgage to be insured hereunder, if any, are not to be fully disclosed at closing, this Company must be notified and this Commitment will then be modified accordingly.
8. This Company requires that immediately upon the closing of the title to be insured hereunder, a copy of HUD-1, a copy of the payoff letter(s) of the mortgage(s) that were paid off at closing and a copy of the check(s) issued to pay off same must be provided forthwith.



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SCHEDULE B – SECTION 1
REQUIREMENTS (Continued)

File No. 20500 JNT

9. This Company requires that a Notice of Settlement in connection to the within transaction be filed, pursuant to N.J.S.A. 46:26A-11 et seq. Said filing is to be within the statutory 60-day period prior to closing. Should the closing be postponed to a date beyond said 60-day period, a subsequent Notice of Settlement must be filed accordingly, i.e., if both a Deed and a Mortgage are to be insured, two Notices of Settlement must be filed, one for the Deed and one for the Mortgage. A filed copy of said Notice(s) of Settlement must be provided to this Company as part of the post closing package.
10. This Company requires that a Title Rundown be ordered at least 48 hours prior to closing. Form 1099-S must be completed at closing and filed in accordance with the Tax Reform Act of 1986 in Code Section 6045 (e). NOTE: Pertains to purchase transactions only.
11. Proof of payment of any and all taxes, dues, fees and/or assessments affecting the subject property, including but not limited to any Association, Club and/or Government Agency. Proof must be furnished that subject property is not taxed as agricultural or horticultural land under N.J.S.A. 54:4-23.2 et seq., which statute provides for reduction of assessment of said land for taxes, but only while same are used for said purposes, if applicable.
Taxes, Assessments, Sewer and Water charges are as follows:
Tax Search: (Ordered not yet received)
Assessment Search: (Ordered not yet received)
Sewer Search: (Ordered not yet received)
Water Search: (Ordered not yet received)
12. Subject to facts disclosed by Riparian/Tidelands Search. (Report Attached)
13. Subject to facts disclosed by the New Jersey Superior Court, United States District Court, United States Bankruptcy Court and/or United States Patriot Searches, which are attached hereto and made a part hereof. Affidavit of Title must contain a copy of judgment search and make specific reference to said judgment search and specifically state that the judgments shown thereon are not against the deponent but persons of similar names or said judgments must be satisfied of record.
14. Superior Court of New Jersey and United States District Court Search: (Report Attached)
15. Production of a Certificate of Formation of Beachview AC, LP, together with amendments and/or supplements thereto. NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.



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SCHEDULE B - SECTION I
REQUIREMENTS (Continued)

File No. 20500 JNT

16. Proof is required that Certificate of Formation of Beachview AC, LP has been filed with the State of New Jersey/Division of Commercial Recording, pursuant to the New Jersey Uniform Partnership Law (1976), N.J.S.A. 42:2A-1 et seq.
17. Proof is required by Affidavit or otherwise that Beachview AC, LP is in good standing and continues to be a valid and ongoing Limited Partnership, pursuant to N.J.S.A. 42:2A-1 et seq. and that all franchise taxes which are or may become due and owing are paid or will be paid, if any.
18. Proof is required by Affidavit or otherwise that the consent of Beachview AC, LP to the proposed transaction is not a stipulation of said Limited Partnership Agreement or, in lieu thereof, production of said consent, executed by the appropriate parties.
19. Proof is required by Affidavit or otherwise that there have been no changes in the composition of Beachview AC, LP and further, that said Limited Partnership remains in full force and effect and has not been dissolved.
20. Proof is required by Affidavit or otherwise that Showboat Renaissance, LLC has registered with the State of New Jersey/Division of Commercial Recording and is authorized to transact business in New Jersey, pursuant to N.J.S.A. 42:2B-57.
21. Production of a Certificate of Formation of Showboat Renaissance, LLC, together with amendments and/or supplements thereto. NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.
22. Proof is required that the Certificate of Formation for Showboat Renaissance, LLC has been filed with the State of New Jersey/Division of Commercial Recording, pursuant to the New Jersey Limited Liability Company Act, N.J.S.A. 42:2B-1 et seq., and further that same is still in full force and effect; that the Foreign Limited Liability Company has not classified itself as a Corporation for federal Income tax purposes or, in lieu there, that any Corporate Franchise Taxes with may be due and owing will be paid through the date of closing, with subsequent proof thereof to be produced.
23. Subject to the results of a Corporate Status Search vs. Showboat Renaissance, LLC.
24. Production of the Operating Agreement of Showboat Renaissance, LLC, together with amendments and/or supplements thereto. NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.



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SCHEDULE B - SECTION I
EXCEPTIONS (Continued)

File No. 20500 JNT

25. Proof is required by Affidavit or otherwise that the Showboat Renaissance, LLC continues to be a valid and ongoing Foreign Limited Liability Company, and further, proof is required by Affidavit or otherwise that the Operating Agreement of said Limited Liability Company has not been modified and/or amended and that there have been no changes in the composition of the Foreign Limited Liability Company since its formation. Further, that the consent of the members to the proposed transaction is not required or, in lieu thereof, production of said consent, executed by the appropriate parties.
26. Subject to receipt of a certificate of formation for South Inlet AC II LLC, a New Jersey limited liability company (together with all amendments thereto, if any).
27. Production of the operating agreement and any amendments thereto of South Inlet AC II LLC, a New Jersey limited liability company must be provided for review by this Company. Company reserves the right to raise additional requirements and/or exceptions upon review.
28. Proof is required that the Operating Agreement has not been modified or amended and that there is no change in the composition of South Inlet AC II LLC, a New Jersey limited liability company since its formation.
29. Proof is required by affidavit or otherwise that the consent of the members to the transaction to be insured is not required by the Operating Agreement or that such consent has been obtained.
30. Proof is required that South Inlet AC II LLC, a New Jersey limited liability company continues to be a valid and ongoing limited liability company in compliance with N.J.S.A. 42:2B-1 et seq.
31. Proof is required that South Inlet AC II LLC, a New Jersey limited liability company has not classified itself as a corporation for federal income tax purposes. If it has, then a corporate franchise tax report will be ordered.
Note: This Company reserves the right to make such additional searches and raise such exceptions as the facts disclosed may justify.
32. Rights of tenants in possession under N.J.S.A. 2A:18-61.1 et seq.
33. Evidence of compliance with the Act establishing grounds for evicting tenants and lessees from certain properties under N.J.S.A. 2A:18-53, which requires that tenants receive notice of the conversion and of their right of first refusal, if applicable.



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SCHEDULE B - SECTION I
EXCEPTIONS (Continued)

File No. 20500 JNT

34. Subject to receipt of a survey acceptable to this company. (For an additional charge and upon submission of an acceptable survey, this requirement will be replaced by the appropriate survey endorsement and the final policy will set forth those matters, if any, affecting title.)
35. County UCC Search discloses UCC in No. 2010009239 vs. Showboat Atlantic City Operating Company, LLC, which must be satisfactorily disposed of prior to closing.
36. Note: Pursuant to the provisions of P.L. 2009, c. 123 (the County Homelessness Trust Fund Act), N.J.S.A. 22A:4-17 is amended to permit counties to impose a recording surcharge of \$3.00 per document for any instrument submitted for recording (except assignments of mortgages). Certain counties have elected to impose this surcharge, which affects all instruments submitted for recording (except assignments of mortgages), as of December 1, 2009. Please be guided accordingly when collecting funds at closing for recordings.
37. PAY, SATISFY AND CANCEL:
Mortgage and Security Agreement made by Showboat Renaissance LLC to Romspen Mortgage Limited Partnership dated January 15, 2016 and recorded on February 1, 2016 in Volume 14019 Instrument No. 2016005566 in the Atlantic County Clerk's Office. Amount of Mortgage: \$25,500,000.00.
38. Assignment of Leases and Rents made by Showboat Renaissance LLC to Romspen Mortgage Limited Partnership dated January 15, 2016 and recorded on February 1, 2016 in Volume 14019 Instrument No. 2016005567 in the Atlantic County Clerk's Office.
39. UCC Financing Statement - Debtor's Name: Showboat Renaissance LLC; Secured Party: Romspen Mortgage Limited Partnership dated January 15, 2016 and recorded on February 1, 2016 in Volume 14019 Instrument No. 2016005568 in the Atlantic County Clerk's Office
40. UCC Financing Statement - Debtor's Name: Showboat Renaissance LLC; Secured Party: Romspen Mortgage Limited Partnership dated January 15, 2016 and recorded on February 1, 2016 in Instrument No. 20160396745 in the Delaware Secretary of State's Office.
41. Mortgage made by Showboat Renaissance LLC to Stockton University dated January 14, 2016 and recorded on February 9, 2016 in Volume 14023 Instrument No. 2016007492 in the Atlantic County Clerk's Office. Amount: Contractual Obligations.



*First American
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SCHEDULE B - SECTION I
EXCEPTIONS (Continued)

File No. 20500 JNT

42. Mortgage Subordination Agreement between Stockton University and Romspen Mortgage Limited Partnership dated January 22, 2016 and recorded on March 9, 2016 in Volume 14037 Instrument No. 2016015215 Instrument No. 14037 in the Atlantic County Clerk's Office.
43. UCC Financing Statement - Debtor's Name: Showboat Renaissance LLC; Secured Party: The Bryn Mawr Trust Company dated May 11, 2018 and recorded on June 21, 2018 in Volume 14446 Instrument No. 2018032693 in the Atlantic County Clerk's Office.
44. PAY, SATISFY AND CANCEL:
Commercial Real Estate Mortgage made by South Inlet AC II LLC to OceanFirst Bank, N.A. dated February 28, 2020 and recorded on March 19, 2020 in Volume 14761 Instrument No. 2020015967 in the Atlantic County Clerk's Office. Amount of Mortgage: \$300,000.00.
45. Assignment of Leases and Rents made by South Inlet AC II LLC to OceanFirst Bank, N.A. dated February 28, 2020 and recorded on March 19, 2020 in Volume 14761 Instrument No. 2020015968 in the Atlantic County Clerk's Office
46. UCC Financing Statement – Debtor's Name: South Inlet AC II LLC; Secured Party: OceanFirst Bank, N.A. February 28, 2020 and recorded on March 19, 2020 in Volume 14761 Instrument No. 2020015969.
47. The identity of the proposed Insured or Insureds must be disclosed to the Company prior to closing. The Company reserves the right to undertake such additional searches as it may deem appropriate in light thereof, and to amend this Commitment to add such additional requirements and exceptions in connection therewith as it may, in its sole discretion, deem necessary or advisable.
48. The proposed Amount(s) of Insurance must be increased to the full value of the estate or interest being insured in accordance with NJLTIRB Manual of Rates and Charges, Article 3. When the final Amount(s) of Insurance are approved by the Company, the proposed Amount(s) of Insurance will be revised accordingly, and the underwriting rate for the policy or policies and endorsement charges will be calculated consistent therewith.



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SCHEDULE B - SECTION II
EXCEPTIONS

File No. 20500 JNT

Any Policy to be issued will be made subject to the following exceptions, unless resolved to the satisfaction of this 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 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. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject property, including discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matter that would be disclosed by a correct survey and/or physical inspection of the land.
3. Rights or claims by tenants, lessees and/or parties in possession not shown by the public records.
4. Easements or claims of easements, not shown by the public record.
5. 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.
6. Current years 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 and also subject to possible added or omitted assessments, pursuant to N.J.S.A. 54:4-64 et seq.
7. Sub-surface conditions which are not disclosed by an instrument of record.
8. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
9. Rights, public and private, in and to any and all roads, streets, highways, lanes and/or alleys which may affect the subject property, including Atlantic Avenue, Pacific Avenue, Delaware Avenue, Maryland Avenue, Arctic Avenue, Reed Avenue, New Jersey Avenue and Boardwalk. Further, rights of others over and across any easements created for ingress and egress purposes, affecting the subject property
10. Title to any lands lying in the bed of any street, road or avenue, abutting, adjoining, passing through or crossing subject property is not hereby insured.



*First American
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SCHEDULE B - SECTION II
EXCEPTIONS (Continued)

File No. 20500 JNT

11. Sub-surface conditions which are not disclosed by an instrument of record.
12. Content of acreage of subject property is not hereby insured.
13. Rights of the United States of America and State of New Jersey lying below the natural high water line of the Atlantic Ocean.
14. Subject to the terms and conditions of the following Riparian Grants of record in the Atlantic County Clerk's Office and Trenton, NJ:
 - a) Deed from The State of New Jersey to Ellen E. Wright dated February 8, 1879 and recorded on February 27, 1879 in Deed Book 72 page 427 and recorded in Liber E page 48.
 - b) Deed from The State of New Jersey to Benjamin H. Brown dated February 4, 1882 and recorded on March 28, 1882 in Deed Book 88 page 80 and recorded in Liber F page 395.
 - c) Deed from The State of New Jersey to James B. Reilly dated June 29, 1899 and recorded on August 11, 1899 in Deed Book 233 page 417.
15. Right of Way over a 60 ft. wide strip of land to be "used for the purpose of a street and a public street, board or plank walk" as contained in the following instruments of record in the Atlantic County Clerk's Office:
 - a) Agreement between Edwin Lippincott et als and Atlantic City dated January 2, 1890 and recorded on March 28, 1893 in Deed Book 173 page 18.
 - b) Agreement between John L. Young et als and Atlantic City dated April 30, 1896 and recorded on June 16, 1896 in Deed Book 206 page 16.
 - c) Agreement between Henry W. Leeds et als and Atlantic City dated April 30, 1896 and recorded on June 16, 1896 in Deed Book 206 page 22.
 - d) Agreement between Ellen E. Thomas et als and Atlantic City dated April 30, 1896 and recorded on June 16, 1896 in Deed Book 206 page 35.
16. Rights of Atlantic City in that part of the premises in question lying Southeastwardly or Oceanward of a line fixed and established by Atlantic City Ordinance No. 233 for Park Purposes as set forth in the following deeds of record in the Atlantic County Clerk's Office:
 - a) Deed from Rebekah E. R. Ramsey et als to Atlantic City dated February 6, 1900 and recorded on August 8, 1900 in Deed Book 248 page 221.
 - b) Deed from Walter Walls et ux et als to Atlantic City dated April 8, 1907 and on May 5, 1909 in Deed Book 380 page 237 and re-recorded on May 16, 1908 in Deed Book 383 page 124.
 - c) Deed from William M. Wright et ux et als to Atlantic City dated July 24, 1909 and recorded on July 25, 1909 in Deed Book 406 page 305.



*First American
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SCHEDULE B - SECTION II
EXCEPTIONS (Continued)

File No. 20500 JNT

17. Subject to the terms and conditions contained in Ordinance No. 29 – 1967 dated February 6, 1968 and recorded on February 7, 1968 in Vacation of Roads Book 4 page 353 in the Atlantic County Clerk's Office "AN ORDINANCE in conjunction with the plan for the City's Urban Renewal Project NJ R115 of the Housing Authority and Urban Redevelopment Agency of the City of Atlantic City to provide for the dedicating, laying out, of a certain new street between Virginia Avenue and New Jersey Avenue; and the dedicating, laying out and widening of part of New Jersey Avenue; and for the vacating of portions of St. Charles Place from Pacific Avenue to the Interior Line of Park."
18. Subject to the terms and conditions contained in the Deed from the Housing Authority of the City of Atlantic City to The City of Atlantic City dated April 8, 1968 and recorded on April 10, 1968 in Deed Book 2420 page 228 in the Atlantic County Clerk's Office.
19. Subject to the terms and conditions as imposed by the Housing Authority of the City of Atlantic City in an instrument filed for the Uptown Renewal Project recorded on August 10, 1971 in Miscellaneous Book 12 page 242 in the Atlantic County Clerk's Office.
20. Easement between the Housing Authority of the City of Atlantic City and Atlantic City Electric Company dated August 22, 1985 and recorded on November 4, 1985 in Deed Book 4148 page 188 in the Atlantic County Clerk's Office.
21. The rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the Atlantic Ocean abutting the subject property and the natural line of vegetation, the bulkhead line, the most extreme high water line or any other legally established boundary line separating the publicly used area from the upland private area.
22. Urban Renewal Plan as set forth in Deed Book 2436 page 110, Amended in Deed Book 5900 page 230, re-recorded in Deed Book 5912 page 197, Deed Book 5900 page 282, re-recorded in Deed Book 5912 page 249, also as set forth in Miscellaneous Book 12 page 242 and Miscellaneous Book 12 page 377.
23. Rights granted to Atlantic City Electric Company as set forth in Deed Book 1991 page 100, Deed Book 4148 page 118, Deed Book 4179 page 23, Deed Book 5609 page 248, Deed Book 1839 page 45, Deed Book 1839 page 48, Deed Book 1839 page 51, Deed Book 2184 page 402, Deed Book 1584 page 442 and Deed Book 1627 page 406.
24. Agreement as to Assumption of Obligations with respect to Properties by and between Atlantic City Showboat, Inc. Trump Taj Mahal Associates and Trump Taj Mahal Realty Corp. as set forth in Deed Book 4795 page 243, Agreement as to Assumption of Obligations in Deed Book 4863 page 5, First Amendment in Deed Book 4966 page 181.



*First American
Title Insurance Company*

SCHEDULE B - SECTION II
EXCEPTIONS

File No. 20500 JNT

25. Conditions, Easements and Restrictions as set forth in Deed Book 5524 page 201, Deed Book 5524 page 216, Deed Book 5906 page 217, Instrument No. 2005040407, Deed Book 5906 page 209 and Deed Book 5906 page 204.
26. Easement Agreement between the Housing Authority and Urban Redevelopment Agency of the City of Atlantic City and FC Atlantic Associates, L.P., Atlantic City Showboat, Inc. and MGM Grand Atlantic City, Inc. dated September 21, 2001 and recorded as set forth in Book 7050, Instrument No. 0225217.
27. Deed of Dedication for a portion of New Jersey Avenue between Housing Authority and Urban Redevelopment Agency of the City of Atlantic City and City of Atlantic City as set forth in Book 7379, Instrument No. 3001059.
28. Declaration of Easement and Right of Way Agreement between the Housing Authority and Redevelopment Agency of the City of Atlantic City and Atlantic City Showboat, Inc. as set forth in Deed Book 4814 Page 215.
29. Amended and Restated Tri-Party Agreement between and among the Housing Authority and Urban Redevelopment Agency, Forest City Ratner Companies and Atlantic City Showboat Inc. as set forth in Deed Book 5906 page 90.
30. Right granted to Atlantic City Electric Company and New Jersey Bell Telephone Company as set forth in Deed Book 5671 page 234 and Deed Book 6429 page 248.
31. Rights of the City of Atlantic City and the Public in, over and along the Westerly 3 feet of the premises as set forth in Deed Book 177 page 13 and Deed Book 402 page 106.
32. Terms and conditions of Vacation Ordinance No. 77 of 1992 dated July 22, 1992, corrected August 12, 1992 for the Vacation of an Unnamed Alley lying between United States Avenue and Maryland Avenue, South of Atlantic Avenue; the vacation of an unnamed alley lying between Delaware Avenue and United States Avenue, South of Atlantic Avenue; the vacation of Delta Place lying West of New Jersey Avenue and North of Pacific Avenue; the vacation of an unnamed street; the vacation of a portion of New Jersey Avenue; the vacation of a portion of Connecticut Avenue; the vacation in the future, upon the request of the Atlantic City Housing Authority of United States Avenue lying between Atlantic Avenue and Pacific Avenue; the vacation in the future, upon the request of the Atlantic City Housing Authority, of a portion of the Air Rights over an East-West portion of New Jersey Avenue between Atlantic and Pacific Avenues; the vacation in the future, upon the request of the Atlantic City Housing Authority, of a portion of the Air Rights over a North-South portion of Pacific Avenue between Delaware and New Jersey Avenues; the vacation in the



*First American
Title Insurance Company*

SCHEDULE B - SECTION II
EXCEPTIONS

File No. 20500 JNT

future, upon the request of the Atlantic City Housing Authority, of a portion of the Air Rights over an East-West portion New Jersey Avenue South of the Southerly line of Pacific Avenue and the Inland Line of the Park; and further providing for repeal of Sections 1, 2, 5 & 7 of Ordinance No. 60 of 1993.

33. Rights of Utility companies in those portions of insured premises as lie within beds of vacated streets.
34. Declaration of Restrictive Covenants by Showboat Atlantic City Propco, LLC dated November 18, 2014 and recorded on November 18, 2014 in Volume 13827 Instrument No. 2014063275 in the Atlantic County Clerk's Office.
35. Termination and Release of Covenant Regarding the Use of Property between Trump Taj Mahal Associates, LLC and Showboat Renaissance LLC dated September 22, 2016 and recorded on October 11, 2016 in Volume 14140 Instrument No. 2016061175 in the Atlantic County Clerk's Office.
36. Subject to any trust, right, interest or claim that may exist, arise, or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. Section 499a, et seq., and/or the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. Section 181, et seq. or any similar state or federal law.
37. THIS COMMITMENT IS DELIVERED TO YOU SUBJECT TO FIRST AMERICAN TITLE INSURANCE COMPANY NEW JERSEY STATE OFFICE APPROVAL. THIS COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL CONDITIONS, REQUIREMENTS OR EXCEPTIONS IN CONNECTION THEREWITH.

NOTICE: Throughout the processing of a real estate transaction, including the settlement, many actions having legal consequences as well as legal documents are involved. If you have any questions on these actions and documents, under New Jersey law, some or all of those actions and documents may be explained to you only by an attorney licensed to practice law in the State of New Jersey. Accordingly, you may desire to engage the services of a New Jersey licensed attorney, the title clerk conducting the settlement will not, and other persons present at the settlement may choose not to, review and explain the actions and documents to you.

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY
CITY OF ATLANTIC CITY LAND USE APPLICATION**

APPLICANT: SHOWBOAT RENAISSANCE, LLC

Block 134, Lot 1

Block 61, Lots 22, 23, 24, 25, 26, 27 & 28

Block 302, Lots 1, 2 & 4

ATTACHMENT

RE: ITEM No. 13

LIST OF WAIVERS REQUESTED

CITY OF ATLANTIC CITY LAND USE APPLICATION

APPLICANT: SHOWBOAT RENAISSANCE, LLC

Block 134, Lot 1

Block 61, Lots 22, 23, 24, 25, 26, 27 & 28

Block 302, Lots 1, 2 & 4

ATTACHMENT

RE: ITEM No. 25

LIST OF ATTACHMENTS AND EXHIBITS