

EXHIBIT M

MEMORANDUM OF ACCEPTANCE

When Recorded, Return To:

Canvas Crown Point Owner LLC
858 W Happy Canyon Suite 230
Castle Rock, CO 80108

This Instrument Was Prepared By:

Mike Bertucci – Canvas Crown Point Owner LLC
858 W Happy Canyon Suite 230
Castle Rock, CO 80108

Memorandum of Acceptance, Limited Release and Limited Warranty

This Memorandum of Acceptance, Limited Release and Limited Warranty (this “Memorandum”) is made as of the date set forth below, and as it affects title shall be recorded in the Official Records of the Lake County, Indiana Clerk’s Office, concerning the following real property (the “Homesite”):

Address:

12619 Maryland Street Crown Point, Indiana
12662 Maryland Street Crown Point, Indiana
12654 Maryland Street Crown Point, Indiana
12646 Maryland Street Crown Point, Indiana
12638 Maryland Street Crown Point, Indiana

Assessor’s Parcel No:

45-16-22-129-007.000-042
45-16-22-126-025-000-042
45-16-22-126-024-000-042
45-16-22-126-023-000-042
45-16-22-126-022-000-042

CANVAS CROWN POINT OWNER, LLC, a Delaware limited liability company, on its own behalf and on behalf of its parent, subsidiary and affiliated companies (collectively, “Owner”), and all of their respective successors in interest as to the Homesite:

1. Owner has inspected the home constructed on the Homesite and all related improvements (collectively, the “Home”), during and after completion, and has had a full and complete opportunity to satisfy itself as to the nature and extent of the quality and the construction of the Home. Owner has identified all areas with respect to the Home where repairs or additional

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work may be required in its sole and absolute discretion and those repairs or additional work have been completed to its complete satisfaction. LENNAR HOMES OF INDIANA, LLC, a Delaware limited liability company ("Lennar Homes"), has provided a limited warranty with respect to the construction of the Home (the "Limited Warranty") pursuant to the terms of that certain Purchase and Sale Agreement by and between Owner and Lennar Homes (as heretofore or hereafter amended, modified or supplemented, the "Purchase Agreement"), the terms of which Limited Warranty and Purchase Agreement are incorporated into this Memorandum As provided in the Limited Warranty, Owner is required to provide a copy of the Limited Warranty to any purchaser of the Home from Owner. Each owner of the Home who sells the Home is required to provide a copy of the Limited Warranty to the purchaser thereof.

2. OWNER HAS INSPECTED THE PROPERTY AND THE HOME CONSTRUCTED ON THE PROPERTY, DURING AND AFTER COMPLETION, AND HAS HAD A FULL AND COMPLETE OPPORTUNITY TO SATISFY ITSELF AS TO THE NATURE AND EXTENT OF THE QUALITY OF THE DEVELOPMENT THE PROPERTY AND THE CONSTRUCTION OF THE HOME AND OTHER COMPLETED IMPROVEMENTS BENEFITTING THE PROPERTY. OWNER HAS IDENTIFIED ALL AREAS WITH RESPECT TO THE PROPERTY AND THE HOME WHERE REPAIRS OR ADDITIONAL WORK MAY BE REQUIRED AND THOSE REPAIRS OR ADDITIONAL WORK HAVE BEEN COMPLETED TO ITS COMPLETE SATISFACTION.

3. OWNER ACCEPTS OWNERSHIP AND CONVEYANCE OF THE HOME ON AN AS-IS BASIS, "WITH ALL FAULTS," AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION. OWNER ACKNOWLEDGES AND AGREES THAT IN ANY FUTURE SALE OF THE HOMESITE AND THE HOME, THAT SUCH FUTURE SALE SHALL ALSO BE ON AN AS-IS BASIS AS TO THE CONSTRUCTION AND SUBJECT TO THE TERMS AND CONDITIONS AND THE LIMITATIONS AND RESTRICTIONS IN THIS MEMORANDUM, THE LIMITED WARRANTY AND THE PURCHASE AGREEMENT.

4. FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE LIMITED WARRANTY, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, OWNER, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUCCESSORS IN INTEREST AND ALL SUBSEQUENT OWNERS OF THE HOMESITE, ACKNOWLEDGES AND AGREES THAT (A) NONE OF LENNAR HOMES, ITS PARENT, SUBSIDIARY AND AFFILIATED ORGANIZATIONS (COLLECTIVELY, "LENNAR") OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS OR AFFILIATES (EACH, INCLUDING LENNAR, A "LENNAR PARTY") HAS MADE, AND NONE IS MAKING, AND EACH HAS EXPRESSLY DISCLAIMED, ANY WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF GOOD WORKMANSHIP AND HABITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED), AND NO LENNAR PARTY SHALL HAVE ANY OBLIGATION WHATSOEVER FOR SUCH WARRANTIES TO OWNER OR ITS SUCCESSORS IN INTEREST OR ANY SUBSEQUENT OWNERS OF THE HOMESITE WITH RESPECT TO THE HOMESITE AND THE HOME BUILT UPON THE HOMESITE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE

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WARRANTIES CONTAINED IN THE LIMITED WARRANTY; AND (B) THE LIMITED WARRANTY IS ACKNOWLEDGED, AGREED AND INTENDED TO REPLACE, AND REPLACES, ALL SUCH OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. OWNER AGREES AND ACKNOWLEDGES THAT LENNAR SHALL HAVE NO LIABILITY WHATSOEVER TO OWNER OR ITS SUCCESSORS IN INTEREST OR ANY SUBSEQUENT OWNER OF THE HOMESITE OR THE HOME FOR ANY DEFECT, INCLUDING, WITHOUT LIMITATION, ANY LATENT DEFECT, IN THE DEVELOPMENT OR CONSTRUCTION OF THE HOMESITE OR THE HOME, EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT AND THE LIMITED WARRANTY.

5. ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THE PURCHASE AGREEMENT BY LENNAR HOMES SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THE PURCHASE AGREEMENT SHALL BE DEEMED COMPLETED. TRANSFEREE ACCEPTS ALL VARIATIONS OF THE HOME.

6. FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, AND EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT AND THE LIMITED WARRANTY, OWNER, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUCCESSORS IN INTEREST AND ALL SUBSEQUENT OWNERS OF THE HOMESITE AND THE HOME FULLY AND FOREVER RELEASES EACH LENNAR PARTY, AND EACH OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, DAMAGES AND LOSSES DIRECTLY OR INDIRECTLY CAUSED BY OR RELATED TO ANY PHYSICAL OR OTHER CONDITION OF THE HOME OR THE HOMESITE, INCLUDING ANY LATENT DEFECTS, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE HOMESITE OR THE HOME, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE.

7. Owner acknowledges and agrees that the provisions of this Memorandum and the Limited Warranty benefit the Home, run with the land, were bargained for, and that it has had the opportunity to negotiate its terms. Owner acknowledges that prior to accepting the condition of the Home and the Homesite, it has relied solely on its own investigation and observations, and not upon any representations, warranties, statements or other assertions made or purportedly made by or on behalf of Lennar Homes, Lennar or any other Lennar Party.

8. By execution of this Memorandum is deemed to be full performance and discharge of every agreement and obligation on the part of Builder to be performed pursuant to the Purchase and Sale Agreement with respect to this Home acquired, except for those obligations of Builder which expressly survive the applicable Closing. UPON BUILDER'S DELIVERY, AND OWNER'S ACCEPTANCE, OF THE BILL OF SALE, ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THE PURCHASE AND SALE AGREEMENT BY BUILDER SHALL BE DEEMED TO HAVE BEEN COMPLETED AND FULLY PERFORMED WITH RESPECT TO THE HOME ACQUIRED THEREBY.

9. This Memorandum and the Limited Warranty, including the mediation and litigation provisions therein, shall be binding upon Owner and its successors in interest and all

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subsequent owners of the Homesite and the Home.

10. In the event that any provision of this Memorandum, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, the remainder of this Memorandum will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties. The parties further agree to replace such illegal, void, invalid or unenforceable provision of this Memorandum with a legal, valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such illegal, void, invalid or unenforceable provision.

11. This Memorandum may be recorded by Lennar Homes in the Official Records of the county in which the Home is located to provide notice to potential and future owners of the Homesite and the Home of the conditions set forth herein and to bind them to the terms stated herein; provided, however, that failure to record this Memorandum, or the improper indexing hereof, shall not obviate the terms, conditions or applicability hereof.


[SIGNATURES COMMENCE ON FOLLOWING PAGE]

County of Lake County Recorder

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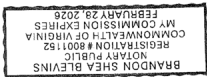
IN WITNESS WHEREOF, the Parties have executed this Memorandum on the date effective as of the date first above written.

CANVAS CROWN POINT OWNER, LLC,
a Delaware limited liability company

By: 
Name: Michael Bertucci
Title: Managing Partner
Date: 10/16/2024

STATE OF Virginia
COUNTY OF Richmond (City)

Personally appeared before me, a Notary Public of said County and State, this 16 day of October, 2024, Michael Bertucci personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Managing Partner of CANVAS CROWN POINT OWNER, LLC., a Delaware limited liability company, the within named grantor, and that he/she, being authorized to do so, execute the within instrument for the purposes therein contained by signing on behalf of said grantor.




Notary Public
My Commission Expires: 02/29/2026

[SIGNATURES CONTINUED ON FOLLOWING PAGE

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LENNAR HOMES OF INDIANA, LLC,
a Delaware limited liability company

By: Chris Gilten
Name: Chris Gilten
Title: Division President

STATE OF Illinois
COUNTY OF Cook

Personally appeared before me, a Notary Public of said County and State, this 15 day of October, 2024, Christopher Gilten personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be an Authorized Agent of Lennar Homes of Indiana, LLC, a Delaware limited liability company, the within named grantor, and that he/she, being authorized to do so, execute the within instrument for the purposes therein contained by signing on behalf of said grantor.



Janice Gwazdacz
Notary Public
My Commission Expires 11-8-25