

Effective Date: May 4, 2017 @ 4:00 PM

1.

File No: 032586.0765

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

	• /	
2.	Policy or Policies to be issued:	
	(a) ALTA Owner's Policy – (6-17-06)	Amount: TBD
	PROPOSED INSURED: TBD	
	(b) ALTA Loan Policy – (6-17-06)	Amount:
	PROPOSED INSURED: N/A	
	(c) Other:	Amount:
	PROPOSED INSURED:	
3.	Title to the Fee Simple estate or interest in the land as described or referred to in this commitment is at the effective date hereof vested in:	
	7 Bay Corp., a Massachusetts corporation, by virtue of a deed of Steven Buckley dated November 20 2007 and recorded in the Plymouth County Registry of Deeds (the ""Registry") in Book 35319, Page 163.	
4.	The land referred to in this Commitment is described as follows:	
	7 Bay Street, Hull, MA	
	More fully described in attached Exhibit "A	A "
CON	MMONWEALTH LAND TITLE INSURANC MPANY ntoroigned by::	CE
	ntersigned by: ditch & Dewey, LLP	

Donna M. Truex, Esquire

Authorized Agent Agent ID: 25-54210



EXHIBIT "A"

The land in Plymouth County, Massachusetts, situated at the corner of Bay Street and George Washington Boulevard and known and numbered as 7 Bay Street, Hull, Massachusetts, and being further described as follows:

That certain parcel of land being known and numbered as 7 Bay Street, Hull, MA situated at the intersection of Bay Street and George Washington Blvd. and being shown as parcel #34-002 in the records of the Hull Assessors and on the town atlas.

Containing eighty-four hundredths (84/100) of one acre as currently constituted and shown on said Atlas, together with such riparian rights and lands as have accreted and may from time to time accrete thereto and ownership of all adjoining tidal lands to the low water mark thereof.

Excepting from the above: (a) Unit 1 of The Estuary Condominium together with an undivided seven and 9/10 (7.9%) percent interest in and to the common areas and facilities as set forth in Unit Deed dated May 6, 2015 and recorded in the Registry in Book 45519, Page 30; (b) Unit 2 with a seven and 65/100 (7.65%) percent interest in and to the common areas and facilities as forth in Unit Deed dated October 28, 2016 and recorded in the Registry in Book 47670, Page 32; and (c) Unit 3 with an eight (8.0%) percent interest in and to the common areas and facilities as set forth in Unit Deed dated February 29, 2016 and recorded in the Registry in Book 46638, Page 48.

Including as appurtenant to the above premises are all of the Declarants rights reserved in the Master Deed of The Estuary Condominium dated April 22, 2015 and recorded in the Registry in Book 45472, Page 275 and Declaration of Trust of The Estuary Condominium Trust dated April 22, 2015 and recorded in the Registry in Book 45472, Page 292; as the same are affected by Subordination and Collateral Assignment Agreement dated April 23, 2015 and recorded in the Registry in Book 45519, Page 22.



COMMITMENT FOR TITLE INSURANCE SCHEDULE B – SECTION 1 Requirements

The following are the requirements to be complied with:

- 1. Payment to or for the account of the grantor(s) and/or mortgagor(s) of the full consideration for the estate or interest to be insured.
- 2. Municipal Lien Certificate to be duly recorded. All outstanding real estate taxes, water, sewer and other municipal betterments and charges to be paid at or prior to the closing. Taxes to be paid through June 30, 2017.
- 3. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record to wit:
 - Duly authorized and executed Foreclosure Deed from UB Properties LLC to TBD.
- 4. Final Report from Attorney certifying title between the date of this Commitment and the date and time of recording of closing documents. Said report should provide recording date 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. Policy will also contain exceptions in the appropriate policy schedules to any documents filed by the parties to this transaction. Copies of said filed closing documents and any additional matters should be included with the report.
- 5. If the standard survey exception is to be deleted from the loan policy, then the Company is to be provided with current satisfactory mortgage inspection plan or duly executed Survey Affidavit.
- 6. Satisfactory Owner's Affidavit relating to mechanic's liens and parties in possession to be furnished.
- 7. Payment of premium to the Company.
- 8. Satisfactory discharge of Mortgage, Security Agreement and Assignment of Leases and Rents from 7 Bay Corp. to AE Kingsley, LLC in the original principal amount of \$275,000.00 dated July 21, 2016 and recorded in the Registry in Book 47211, Page 270.
- 9. Satisfactory discharge of Conditional Assignment of Plans and Permits from 7 Bay Corp. to AE Kingsley, LLC dated July 21, 2016 and recorded in the Registry in Book 47211, Page 285.

NOTE: The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.



COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2 Exceptions

The Policy to be issued will contain exceptions to the following 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 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 Insured or Mortgagor in actual possession of any or all of the property.
- 3. Unrecorded easements or claims of easement, discrepancies or conflicts in boundary lines, shortage in area, encroachments and any other matters which an accurate and complete survey and inspection of the premises would disclose
- 4. Unfiled mechanics or materialman's liens.
- 5. Liens for taxes and municipal charges which become due and payable subsequent to the date of the Policy.

NOTE: The Policy to be issued will insure that taxes are paid through June 30, 2017, if in fact they are so paid.

- 6. 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 Bay Street and George Washington Boulevard and other adjoining streets and ways.
- 7. Terms and provisions of Massachusetts General Laws, Chapter 183A, as amended.
- 8. Terms and provisions, covenants, conditions, rights, reservations, restrictions, easements and limitations as set forth in the Master Deed of Estuary Condominium dated April 22, 2015 and recorded in the Registry in Book 45472, Page 275 (the "Master Deed"); as affected by Subordination and Collateral Assignment Agreement dated April 23, 2015 and recorded in the Registry in Book 45519, Page 22.
- 9. Terms and provisions, covenants, conditions, rights, reservations, restrictions, easements, By-Laws and limitations as set forth in the Declaration of Trust of The Estuary Condominium Trust dated April 22, 2015 and recorded in the Registry in Book 45472, Page 292; as affected by Subordination and Collateral Assignment Agreement dated April 23, 2015 and recorded in the Registry in Book 45519, Page 22.

NOTE: The following items are excluded from coverage hereunder but are found in the records of the Registry and included herein for informational purposes.

10. Order of Conditions, DEP File No. SE35-1080 dated March 30, 2009 and recorded in the Registry in Book 37252, Page 72; as affected by Certificate of Compliance dated February 11, 2015 and recorded in



the Registry in Book 45472, Page 269.

11. Superseding Order of Conditions, DEP File No. SE35-960, dated November 29, 2006 and recorded in the Registry in Book 34824, Page 192, as extended by Extension Permit recorded in the Registry in Book 38651, Page 347; as affected by Certificate of Compliance dated December 19, 2014 and recorded in the Registry in Book 45472, Page 272.