



ALFA Commitment Form
COMMITMENT FOR TITLE INSURANCE

issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title Insurance Company, a California 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 (6) 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, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.



FIRST AMERICAN TITLE INSURANCE COMPANY

BY: Curt B. Johnson PRESIDENT

BY: Maria H. Kelly SECRETARY

COUNTERSIGNED:

By: _____
Authorized Signatory

Pilgrim Title Insurance Company

FIRM NAME

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 Stipulations and 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/>>.

First American Title Insurance Company

Commitment Number: 23851

SCHEDULE A

1. Commitment Date: April 9, 2013 at 08:30 AM
2. Policy (or Policies) to be issued: Amount
 - (a) Owner's Policy (ALTA Own. Policy) TBD
Proposed Insured:
TBD
 - (b) Loan Policy (ALTA Loan Policy)
Proposed Insured:
 - (c) ()
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
Parnassus Realty, LLC, a Rhode Island limited liability company
4. The land referred to in this Commitment is described as follows:
123 Dyer Street, Units 1A & 2A
Providence Rhode Island
AP: 20 LOT: 97 UNITS: 1A & 2A
SEE SCHEDULE C ATTACHED HERETO

First American Title Insurance Company

Commitment Number: 23851

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - (i) Certified copy of the Final Order by a court of competent jurisdiction, the appeal period for which having expired, approving the terms of the sale and conveyance of the Land described in Schedule "C" hereof to TBD.
 - (ii) Special Master's Deed from Joseph M. DiOrio, Esq., Permant Special Master for Parnassus Realty, LLC to TBD conveying land in Schedule "C".
3. Satisfaction and release of the following:
 - (i) Open-End Mortgage and Security Agreement by Parnassus Realty, RIGP in favor of First Federal Savings Bank of America, securing an original principal amount of \$825,000.00, dated December 26, 2002 and recorded on December 26, 2002 at 1:50 PM in Book 5503 at Page 27.
 - (ii) Conditional Assignment by Parnassus Realty, RIGP in favor of First Federal Savings Bank of America dated December 26, 2002 and recorded on December 26, 2002 at 1:51 PM in Book 5503 at Page 48.
 - (iii) Mortgage, Security Agreement and Assignment of Leases and Rents by Parnassus Realty, LLC in favor of Webster Bank, National Association, securing an original principal amount of \$775,000.00, dated March 7, 2008 and recorded on March 7, 2008 at 12:17 PM in Book 9029 at Page 30.
4. Compliance with the Rhode Island Life Safety Code of the Rhode Island Fire Code, Section 8, Chapters 24 (one and two family dwellings), 25 (three family apartment buildings), 30 (new apartment buildings) or 31 (existing apartment buildings). These chapters apply to the sale of residential property located in Rhode Island and, if applicable, require that seller deliver to buyer a smoke and carbon monoxide detector inspection certificate dated not more than 60 days prior to the date of the sale.
5. Satisfaction and release of Lien imposed by R.I. Gen. Laws § 44-30-71.3. If applicable, this item may be satisfied by execution of a Rhode Island residency affidavit.
6. Payment of any outstanding taxes, water, sewer charges, special levies, or assessments. NOTE: Municipal Lien Certificate has been requested.

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**SCHEDULE B - SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof. (To Be Deleted from Loan Policy upon execution and delivery of the Company's Form of Survey and Owner's Affidavit.)
2. Any discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records. (To Be Deleted from Loan Policy upon execution and delivery of the Company's Form of Survey and Owner's Affidavit.)
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. (To Be Deleted from Loan Policy upon execution and delivery of the Company's Form of Survey and Owner's Affidavit.)
4. 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.
5. Real estate taxes and municipal charges not yet due and payable.
6. Unpaid water, sewer and fire district charges and other municipal charges which may represent a lien on the insured premises.
7. NOTE: No exception is taken in this policy for any restriction, condition or covenant restricting or limiting the use or occupancy of the Land on the basis of race, creed, gender, or national origin.
8. Covenants, conditions, restrictions, reservations, easements. Liens for assessments, as set forth in Declaration of The Hay Buildings Condominium and Hay Buildings Condominium Association, Inc. Bylaws and Rules and Regulations, dated November 1, 1979 and recorded on November 5, 1979 at 11:15 AM in Condo Book 2 at Page 1150, and as shown on the plats and plans of the Condominium recorded in Plan Book 1 at Pages 37-37E ; as affected by First Amendment to Declaration of Hay Buildings Condominium dated November 1, 1979, dated as of August 27, 1987 and recorded on January 14, 1988 at 12:20 PM in Book 1734 at Page 283; as the same may be further lawfully amended of record, from time to time.
9. Gangway rights and obligations as granted and reserved in Deed dated April 3, 1923 and recorded in Book 634 at Page 229.
10. Party Wall Agreement as set forth in Book 179 at Page 355.
11. Party Wall Agreement as set forth in Book 187 at Page 517.
12. Sewer and drains serving the Northwesterly adjoiner connect with the drain serving the premises and thence into the sewer in Hay Street.
13. Sanitary Sewer Easement in favor of the Narragansett Bay Commission as shown on Plat No. 2002-01 recorded on July 25, 2002 in Plan Book 60 at Page 116.

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SCHEDULE C
PROPERTY DESCRIPTION

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

AP: 20 LOT: 97 UNITS: 1A & 2A

That certain real estate situated in the City and County of Providence, State of Rhode Island bounded and described as follows:

PARCEL ONE:

The absolute and indefeasible fee simple interests being appurtenant to the units hereinafter described as Units 1A and 2A, in all that certain parcel of land situated on the westerly side of Dyer Street and on the northeasterly side of Hay Street, in the City and County of Providence, State of Rhode Island, being more particularly delineated on Plat of Survey in six (6) sheets entitled, "A CONDOMINIUM PROPOSAL FOR HAY BUILDERS ASSOCIATES SITUATED IN PROVIDENCE, R.I. KENNETH W. ANTHONY & ASSOC. 275 SOUTH PIERCE RD. EAST GREENWICH, R.I. 02818 DRAWN BY K.W.A. DATE: MAY 1978 FILE: DRAW: 7-W SHT. 9", which plat is recorded in the office of the Recorder of Deeds in the City of Providence on November 5, 1979 at 11:16 A.M., which said survey is recorded as part of the Declaration of the Hay Buildings Condominium, which said Declaration is recorded in the office of the Recorder of Deeds in the City of Providence, Rhode Island, on November 5, 1979 at 11:15 A.M. together with all improvements thereon and appurtenances thereto, including the building containing twelve (12) Units known as Hay Buildings Condominium, LESS AND EXCEPT therefrom those twelve (12) parcels of real property, separate freeholds, being Units numbered and lettered 1A, 1B (upper), 1C, 1D, 2A, 2B, 3A, 4A, 4B, UNIT 1A Lower and Unit 1B Lower, being more particularly identified on the aforesaid survey.

PARCEL TWO:

An absolute and indefeasible fee simple interest in and to those parcels of real property, separate freeholds, being Units 1A and 2A, being more particularly delineated on that aforesaid Plat of Survey, which reflects the survey of said building and shows parcel hereby conveyed as "Units 1A and 2A", together with all dimensions at floor level and elevation of floor and ceiling as shown on that plat entitled, "A CONDOMINIUM PROPOSAL FOR HAY BUILDING ASSOCIATES SITUATED IN PROVIDENCE, R.I. KENNETH W. ANTHONY & ASSOC. 275 SOUTH PIERCE RD. EAST GREENWICH, R.I. 02818 DRAWN BY: K.W.A. DATE: MAY 1978 FILE: DRAW. 7-W SHT. 7.", which plat in the City of Providence, Rhode Island, on November 5, 1979 at 11:16 A.M.

PARCEL THREE:

A perpetual and NON-EXCLUSIVE easement in common with, but not limited to all other Unit Owners of the undivided interests in the land and improvements described in Parcel One above, for ingress and egress and use of any public passageways, Common Areas and Facilities upon the land described above in Parcel One and more particularly designated and identified in the aforesaid Hay Buildings Associates Condominium Plan, together with all of the rights, powers and privileges ensuring to the benefit of all Unit Owners of undivided interests in the land and improvements described above in Parcel One.

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AMERICAN
LAND TITLE
ASSOCIATION



(23851.PFD/23851/6)

MUNICIPAL LIEN CERTIFICATE
 CITY OF PROVIDENCE - OFFICE OF THE COLLECTOR
 CITY HALL PROVIDENCE, R.I. 02903 (401) 331-5252

DATE	PLAT	LOT	UNIT	LOCATION	CERT #	PAGE
April 17, 2013	020	0097	002A	135 Dyer St	93,872	1

ASSESSED PARNASSUS REALTY LLC
 OWNER

STATUS OF REAL ESTATE BILL AS OF DATE PRINTED

YR	TYPE	ORIGINAL TAX	CHARGE	ADJUSTMENT ABATEMENT	PAID	BALANCE DUE	INTEREST	TOTAL DUE	BILL NAME
12	RE	\$18,253.76	\$0.00	\$0.00	\$9,126.88	\$9,126.88	\$912.69	\$10,039.57	PARNASSUS REALTY
		<u>\$18,253.76</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9,126.88</u>	<u>\$9,126.88</u>	<u>\$912.69</u>	<u>\$10,039.57</u>	

INTEREST SHOWN IS VALID FOR 30 DAYS FROM DATE ISSUED. ADDITIONAL CHARGES MAY APPLY IF PAYMENT IS RECEIVED LATER THAN 30 DAYS FROM DATE.

Note:

- Please be aware that unpaid taxes may be subject to tax sale.
- Please contact the Water Supply Board at 521-6300.
- Please contact the Narragansett Bay Commission at 461-8828
- Property within designated City Plat Maps known as 19, 20, 24, 25, & 26 (Downtown Providence District Management Authority) or 10,12,13 (Thayer Street District Management Authority) may be subject to an additional assessment. Please call (401) 421-4450 for payment information.

C E R T I F I C A T I O N

THIS IS TO CERTIFY THAT THE ABOVE IS TRUE AND CORRECT, SAID CERTIFICATION BEING GIVEN IN ACCORDANCE WITH 44-7-11 OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS OF THE DATE PRINTED ABOVE.

Important Notice: Upcoming tax bill will be assessed as of December 31st in seller's name. It is the responsibility of the buyer/new homeowner to request a copy of the bill from the Tax Collector's office.

MAILED TO: Pilgrim Title
 Pilgrim Title
 50 Park Row West
 Providence, Ri 02903

Maria Mansolillo

MARC CASTALDI
 DEPUTY TAX COLLECTOR

MARIA MANSOLILLO
 ASSISTANT COLLECTOR

2015/5/18

MUNICIPAL LIEN CERTIFICATE
 CITY OF PROVIDENCE - OFFICE OF THE COLLECTOR
 CITY HALL PROVIDENCE, R.I. 02903 (401) 331-5252

DATE	PLAT	LOT	UNIT	LOCATION	CERT #	PAGE
April 17, 2013	020	0097	001A	135 Dyer St	93,871	1

ASSESSED PARNASSUS REALTY LLC
 OWNER

STATUS OF REAL ESTATE BILL AS OF DATE PRINTED

YR	TYPE	ORIGINAL TAX	CHARGE	ADJUSTMENT ABATEMENT	PAID	BALANCE DUE	INTEREST	TOTAL DUE	BILL NAME
12	RE	\$14,115.68	\$0.00	\$0.00	\$7,057.84	\$7,057.84	\$705.78	\$7,763.62	PARNASSUS REALTY
		<u>\$14,115.68</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$7,057.84</u>	<u>\$7,057.84</u>	<u>\$705.78</u>	<u>\$7,763.62</u>	

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MAILED TO: Pilgrim Title Ins, Com.
 50 Park Row West R
 Suite 10202903
 Providence, RI 02906

Maria Mansolillo

MARC CASTALDI
 DEPUTY TAX COLLECTOR

MARIA MANSOLILLO
 ASSISTANT COLLECTOR

25851
 STP