



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

AGENT'S FILE NUMBER

A1800499 -SG

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

Agency Office

WALKER TITLE, LLC
11781 Lee Jackson Mem Hwy
#300
Fairfax, VA 22033

By: 

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION


The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	A1800499

Transaction Identification Data for reference only:

Issuing Agent: WALKER TITLE, LLC Issuing Office: 11781 Lee Jackson Mem Hwy,
#300, Fairfax, VA 22033
ALTA Universal ID: 0006039 Issuing Office File Number: A1800499
Property Address: 10940 Samuel Trexler Drive, Manassas,
VA 20110

SCHEDULE A

REVISED - September 11, 2018

1. Commitment Date: **September 10, 2018 at 8:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **purchaser at foreclosure**
Proposed Policy Amount: **\$100,000.00**
 - (b)
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

FIRST AMERICAN TITLE INSURANCE COMPANY

WALKER TITLE, LLC
11781 Lee Jackson Mem Hwy, #300
Fairfax, VA 22033
Telephone: 703-591-2325 Fax: 703-591-2328

By: 
Authorized Signatory

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4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:

BRC Real Estate Holdings, LLC, a Virginia limited liability company

And being the same property acquired by virtue of instrument recorded as Instrument No. 201606060042144 and Instrument No. 201601110001921 with plat recorded as Instrument No. 201601110001922.

5. The Land is described as follows:

See continuation of Schedule A

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Recordation of Trustees Deed in proper form in accordance with the statutes of the Commonwealth of Virginia and the terms of the deed of trust to be foreclosed on recorded as Instrument No. 201511240097357, vesting fee simple title in purchaser at foreclosure.

NOTE: Assignment of Rents recorded as Instrument No. 201511240097358.

Modification of Deed of Trust recorded as Instrument No. 201512230105228.

Modification per Boundary Line Adjustment, Easements and Cross Parking Agreement recorded as Instrument No. 201601110001921.

Second Modification of Deed of Trust recorded as Instrument No. 201705190037902.

Modification of Assignment of Rents recorded as Instrument No. 201705190037903.

UCC Financing Statement recorded as Instrument No. 201705220038353, Amendment as Instrument No. 201705240039164 and Instrument No. 201707280057144.

Deed of Appointment of Substitute Trustees recorded as Instrument No. 201806150043027.

5. This company must be furnished with proof that the foreclosure proceedings were carried out in accordance with applicable statutes and the terms and provisions of the Deed of Trust.
6. Receipt of satisfactory proof that the subject property is not under the control of the U.S. Bankruptcy Court or receipt of authorization from U.S. Bankruptcy Court authorizing the sale and/or encumbrance of subject property.
7. Payment of taxes for the years 2016, 2017 and 1st half of 2018, plus penalty and interest, if any.

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NOTE: Upon proper notification of subordinate lien holders and provided that the requirements contained herein have been met the following items will not appear as exceptions on the policy issued pursuant to this commitment.

8. Refinance Money Deed of Trust from Tower Group, L.L.C., a Virginia limited liability company, to Key Foreclosure Services, LLC, Trustee(s), dated August 1, 2012, recorded as Instrument No. 201208020073984, securing of record BRC Loans, LLC in the original sum of \$1,700,000.00.

Deed of Subordination recorded as Instrument No. 201705230038696.

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes for the second half of the year 2018, a lien, but not yet due and payable.
3. Covenants, conditions, restrictions (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, sex, religion, handicap, familial status or national origin) as set forth in instrument recorded in Deed Book 1591, Page 1234.
4. Easement(s) to the Virginia Electric and Power Company recorded in Deed Book 1487, Page 1529.
5. Easement(s) to the Virginia Electric and Power Company recorded in Deed Book 2391, Page 601.
6. Easement(s) to the Prince William County Sanitation Authority and the Board of Supervisors of Prince William County, Virginia recorded in Deed Book 1470, Page 1989.
7. Easement(s) to the Prince William County Sanitation Authority and the Board of Supervisors of Prince William County, Virginia recorded in Deed Book 2330, Page 807.
8. Easement(s) to the Prince William County Sanitation Authority and the Board of Supervisors of Prince William County, Virginia recorded in Instrument No. 201004190032412 with Plat recorded in Instrument No. 201004190032413.
9. Easement(s) to GTE Virginia recorded in Deed Book 2393, Page 562.
10. Easement(s) to the City of Manassas, Virginia and GTE Virginia recorded in Deed Book 2229, Page 768.
11. Easements created in Deed of Subdivision and/or shown on plat of subdivision attached thereto recorded in Instrument No. 200203060029743 with Plat recorded in Instrument No. 200203060029744.

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12. Easements created in Deed of Subdivision and/or shown on plat of subdivision attached thereto recorded in Instrument No. 201108180068518 with Plat recorded in Instrument No. 201108180068519.
13. Shared Parking Agreement recorded in Instrument No. 201108180068521.
14. Deed of Boundary Line Adjustment, Easements and Cross Parking Agreement recorded in Instrument No. 201601110001921 with Plat recorded in Instrument No. 201601110001922.
15. Deed of Easement recorded in Instrument No. 201603180018937 with Plat recorded in Instrument No. 201603180018938.
16. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises. **The coverage afforded by Covered Risk 2(c) is hereby deleted**
17. Rights of parties in possession, as tenants only, under unrecorded leases.
18. 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.

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Schedule BI & BII


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Schedule A	A1800499

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain land situate in the **County of Prince William, Virginia**, and more particularly described as follows:

Parcel A-3A, Phase 2, Airport Commerce Center, as the same appears duly dedicated, platted and recorded in that Deed of Boundary Line Adjustment, Easements and Cross Parking Agreement, dated December 15, 2015 and recorded under Instrument No. 201601110001921 and Plat No. 201601110001922, among the land records of Prince William County, Virginia.

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