

IMPORTANT NOTICE

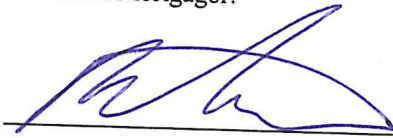
ATTACHED TO YOUR TITLE INSURANCE REPORT

“Please read the exemptions and the terms shown or referred to herein carefully. The exemptions are meant to provide you with notice of matters which are not covered under the terms of the title insurance Policy and should be carefully considered.

It is important to note that this form is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the Land.”

This notice is provided to you in accordance with RHODE ISLAND GENERAL LAWS § 27-2.6-12. Please acknowledge receipt of this notice by signing below.

Purchaser/Mortgagor:

 Director 10/2/23
Date

Date

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by the Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. CTIC (72C165D) CLTIC (81C165D) FNTIC (27C165D)

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI CA NT)



COMMITMENT FOR TITLE INSURANCE
ISSUED BY



COMMONWEALTH LAND 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, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:

A handwritten signature in black ink, appearing to read "Gina Martin", is written over the "By:" label.

ATTEST

A handwritten signature in black ink is written over the "ATTEST" label.

President

Secretary

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE A

Commitment Number: 11068384

1. Effective Date: April 9, 2023 at 8:00 a.m.

2. Proposed policy or policies to be issued:

(a) 2006 ALTA® Owner's Policy

PROPOSED AMOUNT: \$1,130,000.00
PROPOSED INSURED: City of Woonsocket

(b) 2006 ALTA® Loan Policy

PROPOSED AMOUNT: N/A
PROPOSED INSURED: N/A

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

Parcel I: R. & K. Building Corp. by Executrices' Deed from Thelma E. Brett and Dorothy A. Crepeau, Co-Executrices of the Estate of Ruth D. Carr, dated March 15, 1999 and recorded March 15, 1999 and recorded March 15, 1999 at 1:32 p.m. in Book 1095 at page 124 and Sura Realty, a corporation, by Executrices' Deed from Thelma E. Brett and Dorothy A. Crepeau, Co-Executrices of the Estate of Ruth D. Carr, dated March 15, 1999 and recorded March 15, 1999 at 1:29 p.m. in Book 1095 at page 120 in the Land Evidence Records of the City of Woonsocket.

Parcel II: R & K Building Corporation a/k/a R. & K. Building Corp. by Executrices' Deed from Thelma E. Brett and Dorothy A. Crepeau, Co-Executrices of the Estate of Ruth D. Carr, dated March 15, 1999 and recorded March 15, 1999 and recorded March 15, 1999 at 1:32 p.m. in Book 1095 at page 124 and by Quitclaim Deed from Sura Realty dated March 26, 2001 and recorded April 19, 2001 at 9:47 a.m. in Book 1155 at page 245 in the Land Evidence Records of the City of Woonsocket.

4. The land referred to in this Commitment is situated in the City/Town of Woonsocket and State of Rhode Island and is identified in accordance with Exhibit A attached hereto and known and numbered as: (Property Address and Tax Assessor Plat and Lot designation on Schedule A and Exhibit A are for Company reference and indexing purposes only)

*Parcel I: 0 Mendon Road, Woonsocket, RI 02895 - AP 53A AL 32 File 7 and
Parcel II: 586 Mendon Road Rear, Woonsocket, RI 02895 - AP 53A AL 1 File 6

Countersigned by:

Handwritten signature of Rebecca Gomes and printed name Rebecca Gomes

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B – PART I
Requirements

Commitment Number: 11068384

All of the following are the requirements to be complied with:

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) Parcel I: Warranty Deed from R. & K. Building Corp. and Sura Realty, a corporation to City of Woonsocket.
 - (b) Parcel II: R & K Building Corporation a/k/a R. & K. Building Corp. to City of Woonsocket.

The following matters or documents must be released, resolved and/or produced to the satisfaction of the Company:

5. Pay all unpaid real estate taxes, sewer installation charges, sewer use charges, water use charges, water installation charges, sidewalk, curbing, grading, fire and water district charges and all other municipal charges and assessments where applicable. The Company requires that a municipal lien certificate be obtained and recorded.
6. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction in which the Buyer or Mortgagee, or any tenant related to the Buyer or Mortgagee, is engaged in any of these activities.
7. Comply with the provisions of Rhode Island General Laws § 44-30-71.3 entitled "Sale of real property by nonresidents – Withholding requirements", and all regulations promulgated pursuant thereto. If applicable, this statute requires that a percentage of sellers' net proceeds be withheld and remitted to the Rhode Island Division of Taxation. An appropriate recitation of Rhode Island residency contained in the recorded deed discharges the lien.
8. If any mortgage set forth in Schedule B, Part I of this Commitment is an "open end" or equity line mortgage, a full satisfaction of same must be obtained and all credit cards and/or the balance of verified unused account checks must be sent to that mortgagee together with a written authorization and/or affidavit to that mortgagee to terminate/close the credit line account prior to or at the closing.
9. The Company may make further requirements or exceptions upon review of the documents referred to in item 4 of Schedule B, Part I of this Commitment or after confirmation of the transaction details.

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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10. The property address, tax assessor's plat and lot designation, and exact acreage or square footage of the Land will not be insured by the Policy to be issued pursuant to this Commitment.
11. If any maps/plats are provided in the title abstract and/or with this Commitment, please note that said maps/plats are furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances and location of easements, acreage or other matters shown thereon.
12. Title Affidavit to be obtained for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this Commitment must be provided.
13. **For the R & K Building Corporation a/k/a R. & K. Building Corp., obtain: a) Copy of documentation from the appropriate Secretary of State evidencing legal existence; b) Appropriate Certificates of Good Standing: if the proposed transaction constitutes the sale or transfer of the major part in value of the entity's assets situated in Rhode Island, it must comply with the notice provisions of R.I.G.L. Sec. 44-11-29; and, c) Copy of vote authorizing the proposed transaction.**
14. **For the Sura Realty, obtain: a) Copy of documentation from the appropriate Secretary of State evidencing legal existence; b) Appropriate Certificates of Good Standing: if the proposed transaction constitutes the sale or transfer of the major part in value of the entity's assets situated in Rhode Island, it must comply with the notice provisions of R.I.G.L. Sec. 4-11-29; and, c) Copy of vote authorizing the proposed transaction.**
15. **No open mortgages of record; confirm with seller.**
16. **Certified copy of the Resolution of the Woonsocket City Council authorizing the City of Woonsocket to acquire title to the Land from R & K Building Corporation a/k/a R. & K. Building Corp. and Sura Realty to be produced for review by this Company. Satisfactory certification to be provided to this Company by the City Clerk that said Resolution was passed at a properly convened meeting at which the City Council members voted on the record in their official capacity, and that any applicable period in which the City Council may move for a reconsideration of its vote has expired, and that no action of any sort seeking a reconsideration of the vote to acquire title to the Land was taken or is pending.**

Note for informational purposes, the following deeds in the 24-month chain of title: Book 1095 at page 120, Book 1095 at page 124 and Book 1155 at page 245.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B – PART II
Exceptions

Commitment Number: 11068384

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. Rights or claims of parties other than Insured in actual possession of any or all of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
4. Unfiled mechanics' and materialmen's liens.
5. Riparian rights of others in and to the waters of any stream and/or rivers lying along and/or crossing the Land, and any right, title and interest of others in and to any portion of the Land consisting of filled tidal lands.
6. IF THE LAND IS A CONDOMINIUM UNIT:
Covenants, conditions, restrictions, reservations, rights of first refusal, easements, liens for assessments, options, powers of attorney and limitations on title created by the laws of the state where the Land is located (Rhode Island Condominium Act, R.I. Gen. Laws §34-36.1-1 et seq. and the Rhode Island Condominium Ownership Act, R.I. Gen. Laws §34-36-1 et seq., as amended and as applicable), or set forth in the Declaration of Condominium, Master Deed or Declaration of Trust and in the related By-Laws as duly recorded in the appropriate Public Records, as the same may have been amended, and in any instrument creating the estate or interest insured by the Policy.
7. Taxes and municipal charges and any water and/or sewer charges and/or assessments coming due on or after the date of the Policy.
8. Rights of parties in possession under unrecorded tenancies and/or leases.
9. Any claim or question arising out of the fact that the description set forth in title deeds and/or on Exhibit A of this Commitment does not correspond to the depiction of the Land as shown on the map of the Tax Assessor.
10. All matters, conditions rights of way and setback lines as set forth or referred to on the face of the recorded plat, see Plat Book 21 at page 92.
11. Rights of others to use Rights of Way recorded in Book 246 at page 342, Book 256 at page 270 and Book 325 at page 471.

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12. Zoning Decisions recorded in Book 1117 at page 146 and Book 1335 at page 573.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

EXHIBIT A

Commitment Number: 11068384

Parcel I

A certain lot or parcel of land situated to the east of Mendon Road in the City of Woonsocket, County of Providence and State of Rhode Island, being laid out and designated as "AP 53, LOT 32 (NEW AREA = 21,511SF)" on that certain plat entitled, "ADMINISTRATIVE SUBDIVISION FOR R & K BUILDING CORP. & SURA REALTY WOONSOCKET, R.I. JUNE 1, 1999", which said plat is recorded in the Land Evidence Records of the City of Woonsocket in Plat Book 21 at page 92.

0 Mendon Road, Woonsocket, RI 02895 - AP 53A AL 32 File 7

Parcel II

A certain lot or parcel of land situated on Mendon Road in the City of Woonsocket, County of Providence and State of Rhode Island, being laid out and designated as "(new) AP 53, LOT 1 Area = 191,262± S.F. (4.391± ACRES)" on that certain plat entitled, "ADMINISTRATIVE SUBDIVISION FOR R & K BUILDING CORP. & SURA REALTY WOONSOCKET, R.I. JUNE 1, 1999", which said plat is recorded in the Land Evidence Records of the City of Woonsocket in Plat Book 21 at page 92.

586 Mendon Road Rear, Woonsocket, RI 02895 - AP 53A AL 1 File 6

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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; and
- (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.

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- (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.
- (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 (NOT APPLICABLE IN THE STATES OF MAINE, RHODE ISLAND AND VERMONT)

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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