

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

STEWART TITLE
GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby 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 covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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 hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY

[Handwritten Signature]
Chairman of the Board



[Handwritten Signature]
President

Countersigned by:
[Handwritten Signature]
Authorized Signatory

STEWART TITLE AND ESCROW, INC.
Company

FAIRFAX, VIRGINIA
City, State



CONDITIONS AND STIPULATIONS

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 acquires 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 and Stipulations.
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 the Conditions and Stipulations and the 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. 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.

STEWART TITLE

GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P. O. Box 2029, Houston, Texas 77252, and identify this commitment by its printed COMMITMENT SERIAL NUMBER which appears on the bottom of the front of the first page of this commitment.

**STEWART TITLE GUARANTY COMPANY
COMMITMENT SCHEDULE A**

DATE ISSUED: April 24, 2007
COMMITMENT NO: 05001493-Revised 4/24/07

1. **EFFECTIVE DATE:** April 07, 2007

2. **POLICIES TO BE ISSUED:**

AMOUNT

(a) **ALTA OWNER'S POLICY**

**\$TO BE DETERMINED
COMPANY APPROVAL REQUIRED**

Proposed Insured:

LONG BRANCH PARTNERS L.L.C.

3. **The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:**

ANTHONY MINER O'CONNELL, TRUSTEE

4. **The land referred to in this commitment is situated in Fairfax County, VA and is described as follows:**

All that certain tract or parcel of land containing 15.329 acres, more or less, as described and shown on Plat in Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at Page 1446, among the land records of Fairfax County, Virginia.

(NOTE: NEW METES AND BOUNDS LEGAL TO BE SUPPLIED BY SURVEYOR BASED ON THE ALTA SURVEY REQUIRED ON SCHEDULE B-I HEREIN)

AND BEING Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at Page 1446.

(Also see Power of Attorney and Land Trust Agreement recorded in Deed Book 8845 at Pages 1444 and 1449, respectively.)

Issued through the office of:

**Stewart Title and Escrow, Inc.
10505 Judicial Drive
Fairfax, Va. 22030**

SCHEDULE B - SECTION I

Commitment No: 05001493-Revised 4/24/07

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:
 - A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, INDIVIDUALLY (and spouse(s), if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.
8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

SCHEDULE B - SECTION II

Commitment No: 05001493-Revised 4/24/07

Schedule B of the Policy or Policies to be issued will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of the following matters unless they are disposed of to the satisfaction of the Company.

NOTE: Items 1 through 6 will not appear on the final mortgagee title policy provided that the requirements appearing under Schedule B - Section I of this commitment have been complied with.

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes.
2. Rights or claims of parties in possession, and not of record in the public records; liens for labor, service or materials or claims to same which are not of record in said records.
3. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
4. Statutory marital rights, if any, of any spouse of any individual insured.
5. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or riparian rights, if any.
6. Taxes, supplements, or special assessments which are not shown as existing liens by the public record as of the date of the commitment to insure.
7. Taxes subsequent to December 31, 2006. Taxes for the first half of the year 2007 are a lien, not yet due and payable. Possible supplemental taxes on improvements.
(TAX PARCEL #090-4-01-0017)
8. Easement Agreement to Fairfax County Board of Supervisors recorded in Deed Book 2757 at Page 21.
9. Sanitary Sewer Easement Agreement to Fairfax County Board of Supervisors recorded in Deed Book 4423 at Page 129.
10. Conservation Easement as shown on Fairfax County Tax Map.
11. Long Branch and Flood Plain Limits as shown on Fairfax County Tax Map - exception is hereby taken to possible rights of others in and to the continued use and flow of said watercourse; title to that portion of subject property lying below mean high water mark; and to riparian rights incident to the premises.
12. The exact acreage or volume of land is not insured hereunder.

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Schedule B - Section II Continued

Commitment No: 05001493-Revised 4/24/07

NOTE: The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

and

Stewart Title and Escrow, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company and Stewart Title and Escrow, Inc.

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, or from our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- * Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.