

Example 2

Stewart Title requires, in Schedule B-Section I of their Title Commitments that the Seller's deed be written with the Seller including only one of the three individuals who have an interest in the land. This will create conflict among the three individuals who have an interest in the land. It would appear that I am trying to take over my two sister's interest.

List of example 2 documents

Title Commitment # 05001493, Schedule B-Section I

Title Commitment # 05001493-Revised 4/24/07, Schedule B-Section I (version 1)

Title Commitment # 05001493-Revised 4/24/07, Schedule B-Section I (version 2)

Buyer's cover letter dated July 12, 2007 (Return to version 1)

"Exhibit B", front page

Title Commitment # 05001493-Revised 4/24/07, Schedule B-Section I (version 1)

• Summary

SCHEDULE B - SECTION I

Commitment No: 05001493

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 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 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:

Deed from ANTHONY MINER O'CONNELL, TRUSTEE, 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.

EDWIN W. LYNCH, JR.
P.O. Box 1607
LORTON, VA 22199-1607
(703) 690-7234

July 12, 2007

Anthony M. O'Connell, Trustee
856 Country Club Drive
Prescott, Arizona 86303-4061


Dear Tony,


 We haven't talked in a while, so I thought I would go ahead and revise the contracts to address what we think your concerns were with the original contract. To that end, we have added the title "Trustee" after your name as Seller and we have accepted the condition of title as of the date of the Stewart Title report (by Lisa Overton), April 24, 2007.

There are still two offers to choose from. Each offer provides for a 90 day feasibility study period. Assuming we decide at the end of the study period that we want to proceed with the purchase of the property, then we will replace the \$50,000.00 Promissory Note with a \$50,000 cash escrow at Stewart Title. If we decide not to proceed at the end of the feasibility study period, then our Promissory note will be returned to us and we will give you copies of all of our feasibility studies and the reports from the consultants.

One contract is for \$800,000 with closing 60days after the end of the feasibility study period.

The other contract provides for closing 21 months after the feasibility study period. This is intended to allow us to complete the rezoning of the property and process a site plan.

 I want to emphasize that because we have accepted the condition of Title as of April 24, 2007, you need not worry about your ability to convey the property at closing. The title company has determined that you are fully empowered to do so. Going forward, you are only limited in that you cannot convey any other easements or place any restrictions on the property with out our agreement so long as the contract is outstanding.

 Once you have reviewed the contracts, you can choose which one you want to accept and attach the one set of exhibits to each document and sign with a notary. Of course, if you have any questions, you may call me or send an email.

I hope that you will find the contracts in satisfactory form. Andy and I are ready to get to work on the property soon. We want to perform the wetlands and RPA studies in the summer while it is not too rainy and wet.

If you have any questions, please feel free to call me at the office, 703-690-7234.

Sincerely yours,

Bill Lynch

cc: Andy Somerville



EXHIBIT B

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.

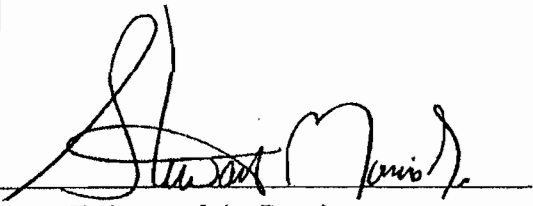
This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

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.

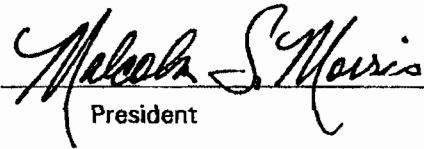
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

**STEWART TITLE
GUARANTY COMPANY**

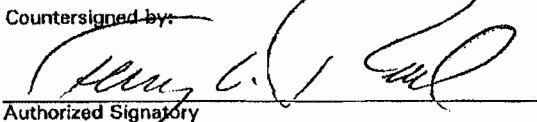


Chairman of the Board





President

Countersigned by:


Authorized Signatory

STEWART TITLE AND ESCROW, INC.
Company

FAIRFAX, VIRGINIA
City, State

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.

Summary

- (1) In Virginia the deed is prepared by the Seller. I do not understand why Stewart Title is saying how the deed is to be written.
- (2) There are three individuals who have an interest in this land that I am trying to sell. They are my sister Jean Mary O'Connell Nader, my sister Sheila Ann O'Connell, and me, Anthony Miner O'Connell. I do not understand why Stewart Title requires that the deed include only one of these three individuals; "*ANTHONY MINER O'CONNELL, INDIVIDUALLY*". This would make it appear that I am trying to take over my sister's interests.
- (3) Additionally, if I sign a deed as "*ANTHONY MINER O'CONNELL, INDIVIDUALLY*", I believe that would be interpreted as I myself saying that part(s) of this land is not in the Virginia Land Trust. And that leads to more confusion and conflict.
- (4) I do not understand why Stewart Title says such things as in their letter to me dated May 1, 2007, as "As the commitment shows, you, Anthony Miner O'Connell, Trustee, are the owner of the property and as Trustee you are empowered to convey the property, pursuant to the Deed in Trust under the Land Trust Agreement recorded in Deed Book 8307 at page 1446.", when their enclosed commitment requires that the deed be written with the Seller defined as is their Schedule B, Section I:

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; martial status to be recited), to LONG BRANCH PARTNERS L. L. C., vesting fee simple title to the subject property.

- (5) There should be only one version of Stewart Title's Title Commitment # 050011493 – Revised 4/24/07 issued 4/27/07. But there are two versions. The version that Stewart Title emailed me on 5/23/07 does not include the one individual in the "Seller". But the version included with Stewart Title's letter of May 1, 2007, and as "Exhibit B" as part of the Buyer's contract with cover letter dated 7/12/07, does include "*ANTHONY MINER O'CONNELL, INDIVIDUALLY*" in the "Seller".

Summary

- (1) In Virginia the deed is prepared by the Seller. I do not understand why Stewart Title is saying how the deed is to be written.
- (2) There are three individuals who have an interest in this land that I am trying to sell. They are my sister Jean Mary O'Connell Nader, my sister Sheila Ann O'Connell, and me, Anthony Miner O'Connell. I do not understand why Stewart Title requires that the deed include only one of these three individuals; "*ANTHONY MINER O'CONNELL, INDIVIDUALLY*". This would make it appear that I am trying to take over my sister's interests.
- (3) Additionally, if I sign a deed as "*ANTHONY MINER O'CONNELL, INDIVIDUALLY*", I believe that would be interpreted as I myself saying that part(s) of this land is not in the Virginia Land Trust. And that leads to more confusion and conflict.
- (4) I do not understand why Stewart Title says such things as in their letter to me dated May 1, 2007, as "As the commitment shows, you, Anthony Miner O'Connell, Trustee, are the owner of the property and as Trustee you are empowered to convey the property, pursuant to the Deed in Trust under the Land Trust Agreement recorded in Deed Book 8307 at page 1446.", when their enclosed commitment requires that the deed be written with the Seller defined as is their Schedule B, Section I:

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; martial status to be recited), to LONG BRANCH PARTNERS L. L. C., vesting fee simple title to the subject property.

- (5) There should be only one version of Stewart Title's Title Commitment # 050011493 – Revised 4/24/07 issued 4/27/07. But there are two versions. The version that Stewart Title emailed me on 5/23/07 does not include the one individual in the "Seller". But the version included with Stewart Title's letter of May 1, 2007, and as "Exhibit B" as part of the Buyer's contract with cover letter dated 7/12/07, does include "*ANTHONY MINER O'CONNELL, INDIVIDUALLY*" in the "Seller".