

ISSUED BY

First American Title Insurance Company

Commitment

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 EXTRACONTRACTUAL 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

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

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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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Form 5030000 (1-31-17)

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ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Bay National Real Estate Issuing Office: 13577 Feather Sound Drive, Suite 250

Settlement Services Clearwater, FL 33762

Issuing Office File Number: LAT-60940

Property Address: 1997 Madison Street, Sligo, PA 16255

SCHEDULE A

1. Commitment Date: January 3, 2019 at 8:00AM

2. Policy to be issued:

(a) ≥ 2006 ALTA® Owner's Policy

Proposed Insured: A Natural Person or Legal Entity To Be Determined

Proposed Policy Amount: \$1,000.00

The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**

- Title to the FEE SIMPLE estate or interest in the Land is at the Commitment Date vested in: **United States of America**
- The Land is described as follows: **SEE SCHEDULE A (CONTINUED)**

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Authorized Signatory

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First American Title Insurance Company

Schedule A

File No.: LAT-60940

ALL THAT CERTAIN piece or parcel of land situate in Sligo Borough, Clarion County, Pennsylvania, bounded and described as follows:

BEGINNING at an existing iron pin, said point being the Northwest corner of the parcel herein described; thence along lands now or formerly of C & K Coal Company South 47° 30'00" East 610.50 feet to a set rebar; thence along lands now or formerly of Dean L. Greenawalt, Jr., et ux, the following courses and distance: South 34° 14'00" West, 673.60 feet to a set rebar, thence South 17°24'00" East, 56.74 feet to a set rebar; thence South 26°47'00" West, 66.40 feet to a set rebar; thence South 43° 21'00" West, 288.07 feet to a set rebar; thence South 24° 50'00" West, 352.85 feet to a set rebar; thence South 68° 12'00" East, 123.70 feet to a set rebar; thence along lands now or formerly of A Virginia Love South 30°43'57" West, 235.53 feet to a set rebar; thence continuing South 30°43 '57" West for a distance of 28.68 feet to the centerline of State Route 58, thence along State Route 58 North 63° 12'55" West, 398.80 feet to a point; thence along lands now or formerly of Floyd Lerch, the following courses and distances; North 37°00'00" East for a distance of 22.87 feet to a set rebar; thence continuing North 37°00'00" East, 144.97 feet to a set rebar; thence North 31°30'00" East, 181.50 feet to a set rebar; thence North 25°00'00" East, 107.25 feet to a set rebar; thence North 10°00'00" East, 115.50 feet to a set rebar; thence North 61°00'00" West, 165.00 feet to a set rebar; thence along lands now or formerly of Jack M. Hellman, et ux, North 26°00'00" East, 1245.75 feet to an existing iron pin, the place of beginning."

BEING Parcel Two in the deed from Donald E. Kindel and Karen S. Kindel, husband and wife, to Larry C. Piper and Nora A. Piper, husband and wife, by deed dated July 23, 1999, and recorded July 23, 1999, in the Office of the Recorder of Deeds of Clarion County, Pennsylvania, in Record Book 517, Page 9.

EXCEPTING AND RESERVING that parcel of land conveyed to the Commonwealth of Pennsylvania by deed from Larry C. Piper and Nora A. Piper, dated July 25, 2011, and recorded January 12, 2012, in Clarion County at Instrument No. 2012-000195.

Tax Map No 30-01 0-033-000

TOGETHER WITH the right to utilize, maintain, repair and/or replace the sand mound servicing the within described property (the "Sand Mound"), which is located on other land of Larry C Piper et ux identified as Clarion County Tax Map No 30-01 0-029-000 (the "Subject Property");

FURTHER TOGETHER WITH the right of ingress and regress over the Subject Property for access to utilize, maintain. repair and/or replace the Sand Mound, provided, however, the Grantees, their heirs and assigns, shall restore any land disturbed during the maintenance, repair and/or replacement the Sand Mound to a condition equal or better than existed prior to the commencement of the maintenance, replacement and/or repair of the said Sand Mound:

FURTHER TOGETHER WITH a right of way or easement to maintain, replace and/or repair the existing sewer line 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.

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extending from the Sand Mound in a westerly direction to the within described property, provided, however, the Grantees, their heirs and assigns, shall restore any land disturbed during the maintenance, repair and/or replacement the sewer line to a condition equal or better than existed prior to the commencement of the maintenance, replacement and/or repair of the said sewer line UNDER AND SUBJECT to all exceptions, reservations, leases, agreements and easements of record or apparent by visual inspection.

No hazardous waste, as the term "hazardous waste" is defined by the Solid Waste Management Act of July 7, 1980, P.L. 97 Section 405 (35 P S § 6018.405) is presently being disposed of, nor has such hazardous waste ever been disposed of, by the Grantors' or to the Grantors' personal knowledge on the premises herein conveyed.

Parcel ID/Folio: 30-010-033-000-00

Commonly known as: 1997 Madison Street, Sligo, PA 16255 However, by showing this address no additional coverage is provided.

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ISSUED BY

First American Title Insurance Company

Schedule BI

File No.: LAT-60940

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. Warranty Deed or Special Warranty Deed to be executed by the duly authorized representative of The United States of America, acting by and through the United States Marshals Service to A Natural Person or Legal Entity To Be Determined, conveying the property as described in Schedule A of this Commitment. In the event the conveyance of title to the proposed insured is to be made by any entity other than the foregoing named Grantor or is to be made through use of any other deed format other than a Warranty Deed or Special Warranty Deed as herein required or the deed contains an exception for any Code Enforcement Lien(s), Company must be notified and thereupon this Commitment will be revised to require the release of the land described in Schedule A from any cross-attaching Code Enforcement Liens attaching to said land.

NOTE: The above deed is required to contain the following Language: Notice - The undersigned, as evidenced by the signature(s) to the notice and the acceptance and recording of this deed, are fully cognizant of the fact that the undersigned may not be obtaining the right to protection against subsidence, as to the property herein conveyed, resulting from coal mining operations and that the purchased property, herein conveyed, may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. This notice is inserted herein to comply with the bituminous mine subsidence and land conservation act of 1966.

NOTE: The above deed is required to contain the following Language: Notice - This document does not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal and in that connection damage may result to the surface of the land and any house, building or structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957 P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any).

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- 5. This commitment is subject to review of a tax statement or report. Upon review of the tax statement or report, the Company reserves the right to make additional requirements and/or exceptions.
- 6. No liability is incurred by this Commitment until the Proposed Insured Owner has been disclosed to this Company, and/or its policy issuing agent herein. Once the Buyer(s) names have been disclosed, this Report can be completed and may be redrafted to deal with the effect of any documents, proceedings, liens, decrees, or other matters, if any, relating to said Buyer(s), which may affect the title to or impose liens or encumbrances on the Insured Land. The Company reserves the right to make additional requirements, or exceptions, should any additional facts or information be disclosed by the compliance with the preceding requirement.
- 7. When the Company has been provided the amount of the full insurable value of the land, and the Company has agreed to that value, Schedule A will be amended accordingly.
 - NOTE: An owner's policy, insuring an estate or interest in the subject property herein, will not be issued for less than full value of the subject property.
- The amount of insurance of the proposed Policy is limited to \$1,000.00. The total liability of the Company under this commitment shall not exceed that amount, unless and until another amount of insurance of the Policy to be issued is agreed upon and the Company's applicable insurance charges are paid. The Company requires satisfactory evidence of the loan, actual value, or sales price, of the estate or interest to be insured. If the Company approves that amount, it may be entered as the amount of insurance of the proposed Policy to be issued.
- Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
- 10. Obtain a sworn affidavit by the current owner(s), certifying that there are no liens against the insured land other than as disclosed by this commitment; that there are no outstanding or pending claims against the affiant that may constitute the basis for a lien against the insured land; that other than as disclosed by this commitment there are no matters which constitute defects in affiants' title to the insured land; and that there are no matters existing at this date which would adversely affect the ability of the affiant to convey and/or mortgage the insured land.
- 11. Furnish Company with an Affidavit satisfactory thereto executed by owner, or its agent, that there are no parties in possession of the land described in Schedule A and that there are no claims to any rights of possession or any lease affecting said land known to exist. Said Affidavit must be based on the actual knowledge of the Affiant after their due investigation and inquiry and not merely to the best of their knowledge and belief. In lieu of such owner's Affidavit, Company will accept a similar affidavit from the buyer proposed to be insured hereunder.
- 12. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds

NOTE: All recording references in this commitment/policy shall refer to the public records of Clarion County, Pennsylvania, unless otherwise noted.

NOTE: Any matters listed as requirements on Schedule B-I above that are not resolved to the satisfaction of Company will be shown as an exception on final policy.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

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ISSUED BY

First American Title Insurance Company

Schedule BII

File No.: LAT-60940

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. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
- 3. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
- 4. Easements, or claims of easements, not shown by the Public Records.
- 5. 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.
- Possible tax increase based on additional assessments.
- 7. Accuracy of area content not insured.
- Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein.
- 9. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
- 10. Covenants, conditions and restrictions of record, if any, and all amendments and/or supplements thereto, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
- 11. Subject to Right of Way Agreement recorded in Book 675 Page 984.
- 12. Subject to Grant Right of Way recorded in Book 694 Page 418.

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- 13. The rights of tenants in possession under bona fide lease(s) not shown by the public records.
 - NOTE: Upon receipt of a satisfactory affidavit confirming the identity of unrecorded leases and parties in possession this exception can be further limited. (for the lender only)
- 14. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 15. This policy excludes all loss or damage, including attorney's fees and costs, arising or resulting from unpaid municipality charges, including but not limited to those for gas, water or sewer, and for liens resulting from violations or alleged violations of statutes, ordinances, codes and/or regulations including, but not limited to, charges for summary abatement, rubbish removal, grass cutting, tree removal and board-up. The proposed insured is cautioned to obtain the current status of these charges, if any.

NOTE: All recording references in this commitment/policy shall refer to the public records of Clarion County, Pennsylvania, unless otherwise noted.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the New Jersey Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

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CHAIN OF TITLE

Deed Type: Final Order of Forfeiture

Grantors: Stephen P. Friot, United States District Judge

Grantees: United States of America

Instrument: 2018-001172 Dated: March 21, 2018 Recorded Date: April 12, 2018

Deed Type: Deed

Grantors: Larry C. Piper and Nora A. Piper, husband and wife

Grantees: Christopher L. Donaldson and Shelly C. Donaldson, husband and wife

Instrument: 2014-003037 Dated: August 22, 2014

Recorded Date: August 26, 2014

For your convenience please find attached the current Vesting Deed:

Final Order of Forfeiture

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PRIVACY POLICY

THE FIRST AMERICAN CORPORATION

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any person or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Note: The above Privacy Policy applies to individuals who obtain from First American a financial service or product that is to be used primarily for personal family or household purposes.