



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
OLD REPUBLIC NATIONAL 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, Old Republic National Title Insurance Company, a(n) 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 Amount of Insurance 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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:
- 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.
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 is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- 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:
 - comply with the Schedule B, Part I – Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - The Company is not 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.
 - The Company is only liable 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.
 - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - The Company is not 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.
 - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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**OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY**
1408 North Westshore Blvd, Suite 900, Tampa, FL
33607

C. Monroe

By: _____
President

David Wald

By: _____
Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Knox McLaughlin Gornall & Sennett, P.C.
Issuing Office: 120 West 10th Street
Erie, PA 16501
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 0073782.0109 lh
Issuing Office File Number: 0073782.0109 lh
Property Address: Robison Road, Erie, PA 16509
Revision Number:

SCHEDULE A

1. Commitment Date: October 24, 2024 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy

Proposed Insured:	To be determined
Proposed Amount of Insurance:	\$10.00
The estate or interest to be insured:	fee simple
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Greenfield Investment Company by deed from Summit Properties, a Partnership recorded with Erie County Recorder of Deeds in Record Book 111, Page 1134.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**KNOX MCLAUGHLIN GORNALL & SENNETT,
P.C.**
120 West 10th Street, Erie, PA 16501
Telephone: (814) 459-2800

**OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY**
1408 North Westshore Blvd, Suite 900, Tampa, FL
33607

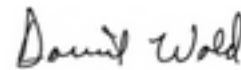
Countersigned by:



Timothy M. Zieziula, License #218104
Knox McLaughlin Gornall & Sennett, P.C., License
#56521



By: _____
President



By: _____
Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest insured.
2. Payment of all taxes, charges, dues, fees and assessments levied and/or assessed against the subject premises, which are due and payable.
3. Proof that there are no agreement(s) of sale other than the one under which the present conveyance is being made.
4. Proof of identity, legal age, competency of Grantors/Mortgagors and marital status (including deaths, divorces or separation) affecting any individual Grantor/Mortgagor herein.
5. Execution of Company's affidavit of title and two forms of identification (one of which must be photo-identification) to be provided by parties to the transaction.
6. Proof of payment of real estate taxes and municipal charges (including water, sewer, trash or other services provided by the municipality) for the three years preceding the current year and the current year, if due.
7. Proof that no Municipal or Authority improvements have been made or ordered to be made abutting or fronting on premises covered by this commitment.
8. 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.
9. Pay the premiums, fees, and charges for the Policy to the Company.
10. Proper instruments creating the estate or interest to be insured must be validly executed and duly recorded:

Duly authorized and executed Deed from Greenfield Investment Company, a Pennsylvania Partnership, to Purchaser to be executed and recorded at closing.
11. Pay the following real estate taxes – current and delinquent:
 - a. 2024 Township and County Taxes
 - b. 2024-2025 School TaxesAssessment: \$190,000.00
Tax Parcel Number: 40-016-072.0-030.00
12. The following items are to be satisfied and/or released of record:
There are no liens or encumbrances of record.
13. Provide the following for Greenfield Investment Company, a Partnership:
 - a. Certificate of Good Standing from PA Department of State.
 - b. Fictitious Name Filing and Partnership Agreement.
 - c. Proof of authority to execute the proposed Deed.
 - d. Incumbency Certificate confirming the names of all general partners, that the partnership is still in existence;
and

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- e. Resolution authorizing the sale of the property and execution of the deed, title affidavits and any and all documents necessary to consummate the transaction.
14. Certified copy of a current survey which locates the building and improvements on the subject property.
 15. If any construction materials have been delivered to the premises or any construction has occurred within the past six months, please notify us.
 16. This Commitment is based on an examination of title covering the period through the Effective Date shown in Schedule A. In addition to the Requirements and Exceptions set forth herein, this Commitment is subject to all matters appearing in the public records between the Effective Date and the time the insured acquires of record the estate or interest to be insured.
 17. Unfiled municipal claims, if any. Municipal lien letters showing whether there are any municipal claims affecting the premises should be provided.
 18. The website of the Pennsylvania Department of Human Services, Bureau of Child Support Enforcement requires that a Social Security Number be provided in order to identify possible child support arrearages. Social Security Numbers of individual sellers and borrowers must be provided for searching in advance of closing. If support arrearages are found, Certificate for Domestic Relations to be obtained.
 19. NOTICE: Due to the varying and strict recording requirements in the 67 counties of Pennsylvania, the Recorder of Deeds Office located within the county where the property is located must be contacted regarding the property document preparation guidelines. Be advised paper size, margin size, address and parcel number placement, ink color, and font size represent some, but not necessarily all, of the requirements which must be complied with for a document to be accepted for recording.
 20. NOTE: This Commitment does not include any information regarding Municipal Lien Letters, Dye Test Certifications, Zoning Certifications, Occupancy Permits and Tax Certifications. Contact the appropriate Township/Borough/City Officials to obtain information regarding these matters and other requirements for closing.
 21. Informational Note: In Pennsylvania a recorded instrument must not be dated subsequent to the date of its earliest acknowledgment. Be sure all documents to be recorded follow this recording requirement.
 22. The Company may make other requirements 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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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Right or claims of parties in possession not shown by the public records.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
3. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date on which the proposed insured acquires of record for value the estate or interest, or mortgage thereon, covered by this commitment.
5. Possible additional tax assessment for new construction and/or major improvements.
6. Subject to all matters, notes, conditions, restrictions, easements, setback and building lines, including a one hundred (100') foot setback line, as shown on the following maps filed with the Erie County Recorder of Deeds:
 - a. Map No. 2001-40;
 - b. Map No. 2002-22 and No. 2002-22A;
7. Title to all of the oil, gas and other minerals within and underlying the premises, together with appurtenant mining, drilling and extraction rights and all other rights and privileges appurtenant thereto.
8. Oil and gas and minerals and all rights incident to the extraction or development of oil and gas or minerals heretofore conveyed, leased, excepted or reserved by instruments of record.
9. The failure to record and/or index any leasehold interest or collateral mortgage affecting oil and gas and minerals is also excluded from insuring provisions of the title policy when issued.
10. Title to that portion of the land lying in the bed of any public or private roads is subject to public and private rights therein.
11. Real estate taxes and municipal charges which constitute liens but which are not yet due and payable; provided, however, that the said Township and County real estate taxes are paid through December 31, 2024 and the School real estate taxes are paid through June 30, 2025.
12. Subject to all water, sewer, street light, fire hydrant and other municipal liens, currently due and payable.
13. Easements, rights of way, recorded leases, contracts, encroachments, party wall agreements, etc. recorded with the Erie County Recorder of Deeds, as follows:

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- a. To Erie Lighting Company recorded in Contract Book 22, page 333;
 - b. To General Telephone Company of Pennsylvania recorded in Contract Book 107, page 531;
 - c. To Pennsylvania Gas Company recorded in Contract Book 128, page 482;
 - d. To Pennsylvania Gas Company recorded in Contract Book 128, page 485;
 - e. To Summit Township Sewer Authority recorded in Record Book 408, page 1333;
 - f. To Summit Township Water Authority recorded in Record Book 397, page 2206;
 - g. To National Fuel Gas Distribution Corporation recorded in Record Book 816, page 586;
 - h. To Pennsylvania Electric Company recorded in Record Book 829, page 506; and
 - i. To Verizon North Inc. recorded in Record Book 808, page 942.
14. Subject to all rights and claims of the Pennsylvania Department of Highways respecting (a) the land between the South line of right-of-way of Erie County Thruway Route No. L.R. -797 and the wire fence erected by said Department of Highways, and (b) on Oliver Road as set forth in Deed Book 1296, page 285.
 15. Notice of Condemnation by the Commonwealth of Pennsylvania, Department of Transportation, recorded in Record Book 532, page 1479.
 16. Eminent Domain/Condemnation by the Commonwealth of Pennsylvania, Department of Transportation, filed in the Office of the Prothonotary of Erie County, Pennsylvania at Docket No. 1997-14164.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Erie, Commonwealth of Pennsylvania and is described as follows:

ALL THAT CERTAIN piece or parcel of land situate in the Township of Summit, County of Erie and Commonwealth of Pennsylvania, being part of Tracts 393 and 394, and being more particularly bounded and described as follows, to-wit:

BEGINNING at a concrete monument situated at the corner of Tracts No. 372, 373, 392 and 393.

thence South 25 Degrees 57' 10" East along the line dividing Tracts No. 392 and 393, 1885.61 feet to an iron pipe;

thence South 64 Degrees 19' 20" West 1330.13 feet to an iron pipe;

thence South 62 Degrees 32' West 1291.14 feet to an iron pipe in the line dividing Tracts 393 and 394;

thence North 26 Degrees 57' 50" West along the Tract Line and lands of Bernard Buzanowski, as described in Erie County Deed Book 874 page 128 and Robert Heiges as described in Erie County Record Book 87 page 415 899.62 feet to an iron survey point;

thence South 66 Degrees 25' West continuing along the land of Heiges, 848.21 feet to an iron survey point at a point of curve;

thence continuing along the land of Heiges, around a 175.00 feet radius curve to the right, an arc distance of 108.67 feet to an iron survey point at the point of tangency;

thence North 78 Degrees 00' 10" West continuing along the land of Heiges, passing over an iron survey point in the easterly line of Oliver Road (60'R/W) at 223.40 feet a total distance of 253.40 feet to the centerline of pavement of Oliver Road;

thence North 11 Degrees 59' 50" East along the centerline of pavement of Oliver Road 50.00 feet to a point common with another parcel of land of Robert Heiges as described in Erie County Record Book 87 page 415;

thence South 78 Degrees 00' 10" East along the lands of Heiges, passing over an iron survey point in the easterly line of Oliver Road at 30.00 feet, a total distance of 253.40 feet to an iron survey point at a point of curve;

thence continuing along the lands of Heiges, around a 125.00 feet radius curve to the left an arc distance of 77.62 feet to an iron survey point at the point of tangency;

thence North 66 Degrees 25' East continuing along the lands of Heiges 839.93 feet to an iron survey point;

thence North 32 Degrees 12' 10" West continuing along the lands of Heiges 481.89 feet to an iron survey point at a corner common to the lands of Elios Ricci as described in Erie County Deed Book 1431 page 1363;

thence North 26 Degrees 34' 52" West along the lands of Ricci 471.29 feet to an iron survey point in the line dividing Tracts 374 and 394;

thence North 63 Degrees 25' 08" East along the Tract Line 103.68 feet to a concrete monument at the corner of Tracts No. 373, 374, 393 and 394;

thence North 63 Degrees 46' East along the line dividing Tracts No. 373 and 393, 2592.80 feet to the place of beginning.

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