

SAHLANEY, DUDECK & HOCHFELD

LAW OFFICE

430 MAIN STREET
JOHNSTOWN, PA 15901-1823
(814) 535-6509
FAX (814) 535-1876

MICHAEL W. SAHLANEY
mws@sdlo.com

ARLENE ANN DUDECK
aad@sdlo.com

ERIC D. HOCHFELD*
edh@sdlo.com
*ALSO ADMITTED IN NEW YORK

February 27, 2022

STEPHEN M. PASKOWSKI
smp@sdlo.com

Bradley R. Burger,
President/CEO
Goodwill of the Southern Alleghenies
99 Spruce Street
Windber, PA 15963

Re: First National Bank of Pennsylvania to Goodwill of the Southern Alleghenies
Moxham

Dear Brad:

Enclosed please find the following with regard to the above referenced transaction:

1. Recorder's Receipt.
2. Original Recorded Deed from First National Bank of Pennsylvania to Goodwill of the Southern Alleghenies, Inc. for the consideration of \$335,000.00
3. Title Insurance Commitment.
4. Owner's Title Insurance Policy.
5. Fully Executed Settlement Statement.

Thank you for allowing us to represent you in this transaction. If you require anything further, please do not hesitate to contact me.

Very truly yours,

SAHLANEY, DUDECK & HOCHFELD LAW OFFICE

By: Arlene Ann Dudeck
Arlene Ann Dudeck
Attorney at Law

AAD/daa
Enclosures

CAMBRIA RECORDER OF DEEDS
MELISSA KIMLA
200 South Center St, Ebensburg, PA 15931
Phone # (814) 472 - 1473

Receipt

Receipt Date: 10/15/2021 10:49:05 AM
RECEIPT # 280788

Recording Clerk: MB
Cash Drawer: CASH1
Rec'd Frm: SAHLANEY, DUDECK & HOCHFELD
LAW OFFICE

Instr#: 2021-00013032
DOC: DEED
OR Party: FIRST NATIONAL BANK PENNA
EE Party: GOODWILL SOUTHERN ALLEGHENIES
INC

Recording Fees	
Recording Fees - ROD	\$18.75
UPI Fees	\$40.00
State Writ Tax	\$0.50
State JCS/Access to Justice	\$40.25
Affordable Housing	\$13.00
County Improvement Fee	\$2.00
ROD Improvement Fee	\$3.00
Demolition Fund	\$15.00
Johnstown City	\$1.00

Transfer Tax	
COMMONWEALTH OF PENNSYLVANIA	
	\$3350.00
JOHNSTOWN CITY	\$1675.00
GREATER JOHNSTOWN SCHOOL DISTRICT	
	\$1675.00

DOCUMENT TOTAL: ---->	\$6833.50
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Receipt Summary

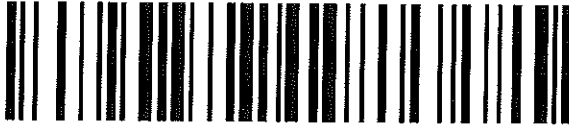
Document Count: 1	
TOTAL RECEIPT: ---->	\$6833.50
TOTAL RECEIVED: ---->	\$6833.50
<hr/>	
CASH BACK: ---->	\$0.00

PAYMENTS

Check # 10251 ->	\$3483.50
SAHLANEY, DUDECK & HOCHFELD LAW OFFICE	
Check # 10252 ->	\$3350.00
SAHLANEY, DUDECK & HOCHFELD LAW OFFICE	

MELISSA KIMLA
CAMBRIA COUNTY RECORDER OF DEEDS,
200 SOUTH CENTER STREET
EBENSBURG, PA 15931

RECORDING COVER/CERTIFICATION PAGE



INSTRUMENT #: 2021-00013032

Receipt#: 280788

Clerk: MB

Rec Date: 10/15/2021 10:49:04 AM

Doc Grp: DEED

Descrip: DEED

Num Pgs: 7

Rec'd Frm: SAHLANEY, DUDECK & HOCHFELD
LAW OFFICE

Party1: FIRST NATIONAL BANK PENNA
Party2: GOODWILL SOUTHERN ALLEGHENIES
INC

Town: JOHNSTOWN CITY
JOHNSTOWN 17 WD

Consideration: 335000.00
Taxable Amount: 335000.00

Recording:

Recording Fees - ROD	18.75
UPI Fees	40.00
State Writ Tax	0.50
State JCS/Access to Justi	40.25
Affordable Housing	13.00
County Improvement Fee	2.00
ROD Improvement Fee	3.00
Demolition Fund	15.00
Johnstown City	1.00

Sub Total: 133.50

Normal	
COMMONWEALTH OF PENNSYLVIA	3350.00
JOHNSTOWN CITY	1675.00
GREATER JOHNSTOWN SCHOOL	1675.00

Sub Total: 6700.00

Total: 6833.50

**** NOTICE: THIS IS NOT A BILL ****

I hereby certify that this document is
recorded in the Recorder of Deeds
Office of CAMBRIA COUNTY,
PENNSYLVANIA

Melissa Kimla
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

*Information may change during the verification process and may not be reflected on this page.

**UPI Numbers: 87-007.-115.000
87-007.-127.000**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 13th day of October 2021, by **FIRST NATIONAL BANK OF PENNSYLVANIA**, successor by merger to Promistar Bank, formerly known as Laurel Bank, formerly known as Johnstown Bank and Trust Company, successor by merger to the Moxham National Bank of Johnstown ("Grantor"), and **GOODWILL OF THE SOUTHERN ALLEGHENIES, INC.**, a Pennsylvania non-profit corporation (the "Grantee").

WHEREAS, on or about June 26, 1996, the Moxham National Bank of Johnstown merged with and into Johnstown Bank and Trust Company;

WHEREAS, on or about October 11, 1997, Johnstown Bank and Trust Company changed its name to Laurel Bank;

WHEREAS, on or about November 15, 2000, Laurel Bank changed its name to Promistar Bank; and

WHEREAS, on or about February 15, 2002, Promistar Bank merged with and into First National Bank of Pennsylvania, the Grantor herein.

WITNESS, that Grantor, for and in consideration of the sum of Three Hundred Thirty-Five Thousand and 00/100ths Dollars (\$335,000.00) of lawful money of the United States of America, unto it well and truly paid by Grantee at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, grants and conveys to Grantee, its successors and assigns, all of the real property with improvements if any are erected thereon, commonly known as 550 Central Avenue, Johnstown, PA and a vacant land parcel between Coleman Avenue and 300th Place, 17th Ward of Johnstown, situate in the City of Johnstown, Cambria County, Pennsylvania, being more particularly described as follows:

See Exhibit "A", attached hereto and made a part hereof

TOGETHER WITH all improvements, appurtenant easements, rights, privileges, hereditaments, appurtenances, fixtures and articles of personal property attached and appurtenant thereto (collectively, the "Property").

TO HAVE AND TO HOLD the said Property unto said Grantee, its successors and assigns forever and the Grantor, for itself, its successors and assigns, hereby covenants and agrees that it will **WARRANT SPECIALLY** the Property hereby conveyed. No other covenants or warranties, express or implied, are given by Grantor in this Special Warranty Deed.

UNDER AND SUBJECT TO all easements, restrictions, and other matters of record, visible upon the ground, or revealed by survey.

UNDER AND SUBJECT TO the following restriction from the date of this Special Warranty Deed for a period of five (5) years from the date of recording hereof (the "Covenant Period"): Grantee acknowledges and agrees that the Property shall not be used as a Financial Institution or a Financial Services Company, as those terms are hereinafter defined, nor shall the Property be used for a check cashing or payday loan business. "Financial Institution" and "Financial Services Company" shall mean institutions for receiving, lending, exchanging and safeguarding money, including without limitation all retail banking institutions, commercial banking institutions, credit unions, and any and all companies or organizations that provide mortgages or that make their income primarily by selling investments. Retail banking shall include without limitation services for consumers such as savings, deposits, transactional accounts, mortgages, personal loans, debit cards, credit cards and/or an automated teller machine or machines (ATM). Grantee acknowledges and agrees that the foregoing restrictions and conditions shall be covenants running with the land and shall be included in any deed of conveyance of the Property or any portion thereof delivered during the Covenant Period.

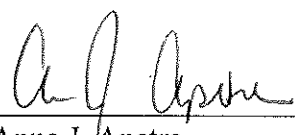
NOTICE – THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER 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.)

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed the day and year first above written.

WITNESS:

**FIRST NATIONAL BANK OF PENNSYLVANIA,
successor by merger to Promistar Bank, formerly
known as Laurel Bank, formerly known as
Johnstown Bank and Trust Company, successor by
merger to the Moxham National Bank of
Johnstown**



By:  (SEAL)
Anne J. Apetre
Senior Vice President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS

My commission expires: 3/16/2023 Mary Bethel Alexander
Notary Public

[REMAINDER OF PAGE LEFT BLANK]

NOTICE – THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURES TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED IS FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF 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.

WITNESS:

Amy Howard

Bradley B. Burger (SEAL)
Grantee or Grantee's agent

CERTIFICATE OF RESIDENCE

Undersigned does hereby certify that the Grantee's precise residence is 99 Spruce Street,
Windber, PA 15963.

Arlene Ann Dudeck (SEAL)
Grantee or Grantee's agent
attorney for Grantee

Exhibit "A"

ALL those certain pieces or parcels of land situate, lying and being in the 17th Ward of the City of Johnstown, bounded and described as follows:

Parcel 1: FRONTING 40 feet on the East side of Central Avenue and extending back the same width between parallel lines a distance of 120 feet to Third Alley, and being marked and known as Lot #103 on the Plan of Moxham.

BEING the same piece or parcel of ground conveyed by Helen Heinze, single, by Deed dated April 23, 1940 and recorded April 29, 1940 in Cambria County Deed Book Volume 490, Page 659, to the Moxham National Bank of Johnstown, which merged with and into Johnstown Bank and Trust Company, which changed its name to Laurel Bank, which changed its name to Promistar Bank, which merged with and into First National Bank of Pennsylvania, the Grantor herein.

Parcel 2: FRONTING 40 feet on Central Avenue and extending back between parallel lines for a distance of 120 feet to Third Alley and having Lot #103 on the one side and Lot #105 on the other side and being marked and known on the Plan of Moxham by the number #104.

BEING the same piece or parcel of ground title conveyed by A. Shahade, otherwise Alex Shahade and Elizabeth Shahade and G. Shahade, otherwise George Shahade and Mary Shahade, his wife, by Deed dated March 1, 1956 and recorded March 1, 1956 in Cambria County Deed Book Volume 679, Page 130, to the Moxham National Bank of Johnstown, which merged with and into Johnstown Bank and Trust Company, which changed its name to Laurel Bank, which changed its name to Promistar Bank, which merged with and into First National Bank of Pennsylvania, the Grantor herein.

Parcel 3: Said lot being known and designated on the Plan of Moxham by the number of 105 and have a front of 40 feet on the East side of Central Avenue and extending back the same width between parallel lines 120 feet to Sixth Alley (now 3rd Place), having Lot N. 104 on the one side and Lot No. 106 on the other side.

The said Plan of Moxham being recorded in the Recorder's Office of Cambria County Misc. Record Bk. Vol. 4, Pg. 346, etc.

BEING the same piece or parcel of ground conveyed by Joseph Salem, Executor of the Estate of Abraham Hyder, by Deed dated April 11, 1963 and recorded April 15, 1963 in Cambria County Deed Book Volume 777, Page 635; to the Moxham National Bank of Johnstown, which merged with and into Johnstown Bank and Trust Company, which changed its name to Laurel Bank, which changed its name to Promistar Bank, which merged with and into First National Bank of Pennsylvania, the Grantor herein.

Parcel 4: Having a frontage of 40 feet on the Eastern side of Central Avenue and extending back the same width between parallel lines a distance of 120 feet to Third Alley; being marked,

known and numbered on the Plan of Moxham as Lot No. 106; having Lot No. 105 on the one side and Lot No. 107 on the other side.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, by Deed from John A. Conway, Sheriff of the County of Cambria, dated February 26, 1963 and recorded March 27, 1963 in Cambria County Deed Book Volume 777, Page 252, to the Moxham National Bank of Johnstown, which merged with and into Johnstown Bank and Trust Company, which changed its name to Laurel Bank, which changed its name to Promistar Bank, which merged with and into First National Bank of Pennsylvania, the Grantor herein.


SUBJECT, NEVERTHELESS, to the following conditions and restrictions: that no spirituous or intoxicating liquors, or malt liquors shall at any time be sold or kept for sale on the above mentioned premises, upon the breach of which condition the premises shall revert to a prior grantor, John H. Bender, widower, his heirs or assigns as set forth in Cambria County Deed Book Volume, 396, Page 198.

The above Parcels 1, 2, 3, and 4 being commonly known as 550 Central Avenue, Johnstown, PA, and being designated as UPI Number 87-007.-115.000

Parcel 5: Fronting 40 feet on the West side of Coleman Avenue and extending back the same width between parallel lines 120 feet to Third Alley, having lot number 146 on one side and lot number 148 on the other side, said lot being marked, known and designated on the Plan of Moxham by the number of 147. The Plan of Moxham is recorded in the Recorder's Office of Cambria County, Pennsylvania, in Miscellaneous Record Book Vol. 4, pages 346, 389, 461, etc.

BEING the same piece or parcel of ground title conveyed by William Block and Samuel R. Block, partners trading and doing business as a partnership under the firm name of Block's Department Store, by Deed dated July 7, 1979 and recorded July 24, 1979 in Cambria County Deed Book Volume 1054, Page 283, to the Moxham National Bank of Johnstown, which merged with and into Johnstown Bank and Trust Company, which changed its name to Laurel Bank, which changed its name to Promistar Bank, which merged with and into First National Bank of Pennsylvania, the Grantor herein.

The above Parcel 5 being a vacant parcel of land between Coleman Avenue and 300th Place, 17th Ward, City of Johnstown, PA, and being designated as UPI Number: 87-007.-127.000

	First American Title™	ALTA Commitment for Title Insurance
Commitment		ISSUED BY First American Title Insurance Company GOODWILLMOXHAM

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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

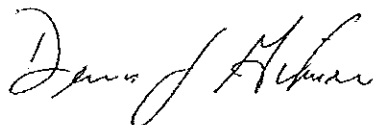
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

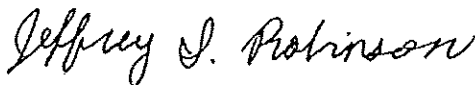
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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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LAND TITLE
ASSOCIATION



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.

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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(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

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>.

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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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Sahlaney, Dudeck & Hochfeld Law Office
 Issuing Office: 430 Main Street, Johnstown, PA 15901-1823
 ALTA® Universal ID:
 Commitment Number: GOODWILLMOXHAM
 Loan ID Number:
 Issuing Office File Number: GOODWILLMOXHAM
 Property Address: 550 Central Avenue, Johnstown, PA 15902
 Revision Number:

SCHEDULE A

1. Commitment Date: August 16, 2021 at 09:00 AM
2. Policy to be issued:
 - (a) ☒ ALTA® ALTA Own. Policy (06/17/06)
 Proposed Insured: Goodwill of the Southern Alleghenies, Inc.
 Proposed Policy Amount: \$ 335,000.00
 - (b) ☐ ALTA® ALTA Loan Policy (06/17/06)
 Proposed Insured:
 Proposed Policy Amount:
 - (c) ☐ ALTA®
 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 1. Deed dated April 23, 1940 and recorded April 29, 1940 in Cambria County Deed Book Volume 490, Page 659, to the Moxham National Bank of Johnstown, which merged with and into Johnstown Bank and Trust Company, which changed its name to Laurel Bank, which changed its name to Promistar Bank, which merged with and into First National Bank of Pennsylvania, the Grantor herein.
 1. Deed from Helen Heinze, single, dated April 23, 1940 and recorded April 29, 1940 in Cambria County Deed Book Volume 490, Page 659.
 2. Deed dated March 1, 1956 and recorded March 1, 1956 in Cambria County Deed Book Volume 679, Page 130, to the Moxham National Bank of Johnstown, which merged with and into Johnstown Bank and Trust Company, which changed its name to Laurel Bank, which changed its name to Promistar Bank, which merged with and into First National Bank of Pennsylvania
 3. Deed dated April 11, 1963 and recorded April 15, 1963 in Cambria County Deed Book Volume 777, Page 635, to the Moxham National Bank of Johnstown, which merged with and into Johnstown Bank and Trust Company, which changed its name to Laurel Bank, which changed its name to Promistar Bank, which merged with and into First National Bank of Pennsylvania

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; and 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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AMERICAN
LAND TITLE
ASSOCIATION



Commitment Number: GOODWILLMOXHAM

4. Deed from John A. Conway, Sheriff of the County of Cambria, dated February 26, 1963 and recorded March 27, 1963 in Cambria County Deed Book Volume 777, Page 252, to the Moxham National Bank of Johnstown, which merged with and into Johnstown Bank and Trust Company, which changed its name to Laurel Bank, which changed its name to Promistar Bank, which merged with and into First National Bank of Pennsylvania
5. Deed dated July 7, 1979 and recorded July 24, 1979 in Cambria County Deed Book Volume 1054, Page 283, to the Moxham National Bank of Johnstown, which merged with and into Johnstown Bank and Trust Company, which changed its name to Laurel Bank, which changed its name to Promistar Bank, which merged with and into First National Bank of Pennsylvania

5. The Land is described as follows:

ALL those certain pieces or parcels of land situate, lying and being in the 17th Ward of the City of Johnstown, bounded and described as follows:

Parcel 1: FRONTING 40 feet on the East side of Central Avenue and extending back the same width between parallel lines a distance of 120 feet to Third Alley, and being marked and known as Lot #103 on the Plan of Moxham.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a corporation created and existing under the laws of the United States, by Deed from Helen Heinze, single, dated April 23, 1940 and recorded April 29, 1940 in Cambria County Deed Book Volume 490, Page 659.

Parcel 2: FRONTING 40 feet on Central Avenue and extending back between parallel lines for a distance of 120 feet to Third Alley and having lot #103 on the one side and Lot #105 on the other side and being marked and known on the Plan of Moxham by the number #104.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a corporation, by Deed from A. Shahade, otherwise Alex Shahade and Elizabeth Shahade and G. Shahade, otherwise George Shahade and Mary Shahade, his wife, dated March 1, 1956 and recorded March 1, 1956 in Cambria County Deed Book Volume 679, Page 130.

Parcel 3: Said lot being known and designated on the Plan of Moxham by the number of 105 and have a front of 40 feet on the East side of Central Avenue and extending back the same width between parallel lines 120 feet to Sixth Alley (now 3rd Place), having Lot N. 104 on the one side and Lot No. 106 on the other side.

The said Plan of Moxham being recorded in the Recorder's Office of Cambria County Misc. Record Bk. Vol. 4, Pg. 346, etc.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a national banking corporation, by Deed from Joseph Salem, Executor of the Estate of Abraham Hyder, dated April 11, 1963 and recorded April 15, 1963 in Cambria County Deed Book Volume 777, Page 635.

Parcel 4: Having a frontage of 40 feet on the Eastern side of Central Avenue and extending back the same width between parallel lines a distance of 120 feet to Third Alley; being marked, known and numbered on the Plan of Moxham as Lot No. 106; having Lot No. 105 on the one side and Lot No. 107 on the other side.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, by Deed from John A. Conway, Sheriff of the County of Cambria, dated February 26, 1963 and recorded March 27, 1963 in Cambria County Deed Book Volume 777, Page 252.

SUBJECT, NEVERTHELESS, to the following conditions and restrictions; that no spirituous or intoxicating liquors, or malt liquors shall at any time be sold or kept for sale on the above mentioned premises, upon the breach of which condition the premises shall revert to the present grantor, John H. Bender, widower, his heirs or assigns as set forth in Cambria County Deed Book Volume, 396, Page 198.

Parcel 5: Fronting 40 feet on the West side of Coleman Avenue and extending back the same width between parallel lines 120 feet to Third Alley, having lot number 146 on one side and lot number 148 on the other side, said lot being marked, known and designated on the Plan of Moxham by the number of 147. The Plan of Moxham is recorded in the Recorder's Office of Cambria County, Pennsylvania, in Miscellaneous Record Book Vol. 4, pages 346, 389, 461, etc.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank, a national banking corporation, by Deed from William Block and Samuel F. Block, partners, trading and dealing by license as a partnership under the name of Block Brothers, dated and recorded as above.

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AMERICAN
LAND TITLE
ASSOCIATION



Schedule A
(Continued)

Commitment Number: GOODWILLMOXHAM

Block's Department Store, dated July 7, 1979 and recorded July 24, 1979 in Cambria County Deed Book Volume 1054, Page 283.

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; and 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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AMERICAN
LAND TITLE
ASSOCIATION



Commitment Number: GOODWILLMOXHAM

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Arlene Ann Dudeck
Arlene Ann Dudeck, Esquire

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AMERICAN
LAND TITLE
ASSOCIATION





First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI & BII

Commitment No.: GOODWILLMOXHAM

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.
5. Original photo identification for all parties to the transaction must be provided.
6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage contemplated hereunder.
7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
8. Town, County and School Taxes and Water and Sewer Rents for the prior three years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.
9. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).
PARCEL IDENTIFICATION NUMBER: 87-007-115, 87-007-127
ASSESSMENT: 147460
10. The Company may make other requirements or exceptions upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.
 - A. Pay the agreed amount for the interest in the land and/or the mortgage to be insured.

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AMERICAN
LAND TITLE
ASSOCIATION



Schedule B
(Continued)

Commitment No.: GOODWILLMOXHAM

- B. Pay us the premiums, fees and charges for the policy.
- C. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
1. Recording of a Deed from First National Bank of Pennsylvania, successor by merger to Promistar Bank, formerly known as Laurel Bank, formerly known as Johnstown Bank and Trust Company, successor by merger to the Mixham National Bank of Johnstown to Goodwill of the Southern Alleghenies, Inc., a Pennsylvania non-profit corporation, for the consideration of \$335,000.00.
- D. You must tell us, in writing, the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- E. A search commencing with the effective date of this Commitment will be performed prior to the closing of this transaction. If this search reveals a title defect or other objectionable matter, an endorsement will be issued requiring that this defect or objection be cleared on or prior to closing.
- F. YOU MUST ADVISE THE COMPANY IMMEDIATELY IF ANY OF THE PARTIES TO THE TRANSACTION HAVE FILED A PETITION FOR BANKRUPTCY.
- G. Possible unfilled mechanics and municipal liens.
- H. Proof that all natural persons in this transaction are of full age and legally competent.
- I. Proof of identity of Sellers/Refinancers in the transaction(s) being insured hereunder must be produced and copies thereof filed with the Company.
- J. Possible additional assessments for taxes for new construction or for any major improvements pursuant to provisions of Acts of Assembly relating thereto.
- K. Tax Payer Identification Number(s) and the future address of the Grantor(s) must be furnished at closing to Company for completion of IRS Form 1099-S.
- L. Proof that there are no outstanding Support Judgments against the Grantor(s)/Mortgagor(s) herein under Act 35 of 1988.
- M. Proof that Grantor(s) and/or Mortgagor(s) herein are not parties to any Action(s) in Divorce. If proceedings have been commenced, spouse(s) to join in Mortgage/Deed. If Divorced, and Decree is dated after June 30, 1980, a copy must be submitted to the Company together with proof that premises insured hereunder was not or is not subject to Court Jurisdiction for equitable distribution.
- N. If the Mortgage(s) below is/are a Line of Credit or Equity-type Loan, proof must be furnished at closing to Company that the Account(s) has/have been closed and the Mortgage(s) will be satisfied of record.
- O. MECHANICS AND MUNICIPAL CLAIMS: None.
- P. TAXES: Produce receipts for years 2019 to 2020, inclusive,
Due for current year 2021.
ASSESSMENT: 147460
PARCEL NO.: 87-007-115, 87-007-127

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Commitment No.: GOODWILLMOXHAM

Q. WATER RENTS, SEWER RENTS AND TRASH REMOVAL:

Produce receipts for years 2019 to 2020, inclusive.
Due for current year 2021.

R. MORTGAGES: None.

S. JUDGMENTS: None.

T. FOR ONGOING PENNSYLVANIA CORPORATIONS:

Documents to be produced in re: First National Bank of Pennsylvania, a national banking association, .

1. Copy of Articles of Incorporation and proof of filing.
2. Corporate Lien Certificate.
3. Resolution authorizing execution and delivery of the Deed.
4. Proof that the proposed conveyance does not exceed 50% of the Grantor's real estate; if more than that amount is being conveyed, a Bulk Sales Clearance Certificate from the Pennsylvania Department of Revenue, showing all reports filed and taxed paid to date of settlement. MUST be produced at the settlement.
5. Certificate of Good Standing.
6. Certificate of Incumbancy.

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Commitment No.: GOODWILLMOXHAM

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.
6. Possible tax increase based on additional assessments.
7. Accuracy of area content not insured.
8. 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.
 - A. Rights or claims of parties in possession of the land not shown by the public record.
 - B. Easements, or claims of easements, not shown by the public record.
 - C. Any encroachment, easements, measurements, area, content, party walls or other facts which a correct survey of the premises would show.
 - D. 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.
 - E. The lien of all taxes for the year 2021 and thereafter and not yet due and payable.
- F. OWNERS POLICY ONLY:
 1. Recording of a Deed from First National Bank of Pennsylvania, successor by merger to Promistar Bank, formerly known as Laurel Bank, formerly known as Johnstown Bank and Trust Company, successor by merger to the Mixham National Bank of Johnstown to Goodwill of the Southern Alleghenies, Inc., a Pennsylvania non-profit corporation, for the consideration of \$335,000.00.

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Schedule B
(Continued)

Commitment No.: GOODWILLMOXHAM

- G. THE DOCUMENTS BEING INSURED HEREUNDER MAY NOT (OR DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS 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 OTHER 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 SUCH DOCUMENTS. COAL AND MINERALS BENEATH THE SURFACE AND THE RIGHT TO MINE AND REMOVE SAME AS MAY BE FOUND IN PRIOR DEEDS FORMING THE CHAIN OF TITLE. COMPANY ASSUMES NO LIABILITY AS TO THE RIGHT OF SURFACE SUPPORT NOR ANY SURFACE SUBSIDANCE.
- H. Any facts encumbrances which would be apparent from an inspection of the premises.
- I. If any improvements are erected upon the property during the current year, policy is issued subject to any taxes for the current year, which may be hereafter assessed or levied by virtue of new construction completed or partially completed during the current year.
- J. UNDER AND SUBJECT to any easement for streets and rights-of-way as shown on the Plan of Moxham Lots recorded in Cambria County at Miscellaneous Book 7, Page 225.
- K. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
- L. UNDER AND SUBJECT, NEVERTHELESS, to the following conditions and restrictions: that no spirituous or intoxicating liquors, or malt liquors shall at any time be sold or kept for sale on the above mentioned premises, upon the breach of which condition the premises shall revert to a prior grantor, John H. Bender, widower, his heirs or assigns as set forth in Cambria County Deed Book Volume, 396, Page 198.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

COMMITMENT NUMBER

GOODWILLMOXHAM

Exhibit A

Commitment No.: GOODWILLMOXHAM

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

ALL those certain pieces or parcels of land situate, lying and being in the 17th Ward of the City of Johnstown, bounded and described as follows:

Parcel 1: FRONTING 40 feet on the East side of Central Avenue and extending back the same width between parallel lines a distance of 120 feet to Third Alley, and being marked and known as Lot #103 o the Plan of Moxham.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a corporation created and exiting under the laws of the United States, by Deed from Helen Heinze, single, dated April 23, 1940 and recorded April 29, 1940 in Cambria County Deed Book Volume 490, Page 659.

Parcel 2: FRONTING 40 feet on Central Avenue and extending back between parallel lines for a distance of 120 feet to Third Alley and having lot #103 on the one side and Lot #105 on the other side and being marked and known on the Plan of Moxham by the number #104.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a corporation, by Deed from A. Shahade, otherwise Alex Shahade and Elizabeth Shahade and G. Shahade, otherwise George Shahade and Mary Shahade, his wife, dated March 1, 1956 and recorded March 1, 1956 in Cambria County Deed Book Volume 679, Page 130.

Parcel 3: Said lot being known and designated on the Plan of Moxham by the number of 105 and have a front of 40 feet on the East side of Central Avenue and extending back the same width between parallel lines 120 feet to Sixth Alley (now 3rd Place), having Lot N. 104 on the one side and Lot No. 106 on the other side.

The said Plan of Moxham being recorded in the Recorder's Office of Cambria County Misc. Record Bk. Vol. 4, Pg. 346, etc.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a national banking corporation, by Deed from Joseph Salem, Executor of the Estate of Abraham Hyder, dated April 11, 1963 and recorded April 15, 1963 in Cambria County Deed Book Volume 777, Page 635.


Parcel 4: Having a frontage of 40 feet on the Eastern side of Central Avenue and extending back the same width between parallel lines a distance of 120 feet to Third Alley; being marked, known and numbered on the Plan of Moxham as Lot No. 106; having Lot No. 105 on the one side and Lot No. 107 on the other side.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, by Deed from John A. Conway, Sheriff of the County of Cambria, dated February 26, 1963 and recorded March 27, 1963 in Cambria County Deed Book Volume 777, Page 252.

SUBJECT, NEVERTHELESS, to the following conditions and restrictions; that no spirituous or intoxicating liquors, or malt liquors shall at any time be sold or kept for sale on the above mentioned premises, upon the breach of which condition the premises shall revert to the present grantor, John H. Bender, widower, his heirs or assigns as set forth in Cambria County Deed Book Volume, 396, Page 198.

Parcel 5: Fronting 40 feet on the West side of Coleman Avenue and extending back the same width between parallel lines 120 feet to Third Alley, having lot number 146 on one side and lot number 148 o the other side, said lot being marked, known and designated on the Plan of Moxham by the number of 147. The Plan of Moxham is recorded in the Recorder's Office of Cambria County, Pennsylvania, in Miscellaneous Record Book Vol. 4, pages 346, 389, 461, etc.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank, a national banking corporation, by Deed from William Block and Samuel R. Block, partners trading and doing business as a partnership under the firm name of Block's Department Store, dated July 7, 1979 and recorded July 24, 1979 in Cambria County Deed Book Volume 1054, Page 283.

 First American Title™	Owner's Policy of Title Insurance ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011442-0450619e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

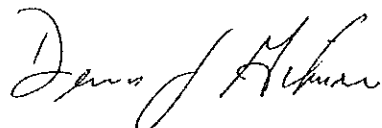
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.

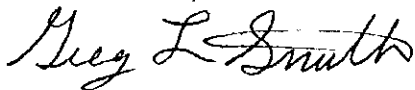
(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary

For Reference:

File #: GOODWILLMOXHAM

Issued By:

Sahlaney, Dudeck & Hochfeld Law Office
 430 Main Street, 4th Floor
 Johnstown, PA 15901

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as Insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or

governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and

expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions

contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.


17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a

state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.**

 First American Title™	Owner's Policy of Title Insurance
Schedule A	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 5011442-0450619E

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: GOODWILLMOXHAM

Address Reference: 550 Central Avenue
Johnstown, Pennsylvania 15902

Amount of Insurance: \$ 335,000.00

Date of Policy: October 15, 2021 at 10:49 AM

1. Name of Insured:
Goodwill of the Southern Alleghenies, Inc.
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Goodwill of the Southern Alleghenies, Inc.
4. The Land referred to in this policy is described as follows:

ALL those certain pieces or parcels of land situate, lying and being in the 17th Ward of the City of Johnstown, bounded and described as follows:

Parcel 1: FRONTING 40 feet on the East side of Central Avenue and extending back the same width between parallel lines a distance of 120 feet to Third Alley, and being marked and known as Lot #103 of the Plan of Moxham.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a corporation created and existing under the laws of the United States, by Deed from Helen Heinze, single, dated April 23, 1940 and recorded April 29, 1940 in Cambria County Deed Book Volume 490, Page 659.

Parcel 2: FRONTING 40 feet on Central Avenue and extending back between parallel lines for a distance of 120 feet to Third Alley and having lot #103 on the one side and Lot #105 on the other side and being marked and known on the Plan of Moxham by the number #104.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a corporation, by Deed from A. Shahade, otherwise Alex Shahade and Elizabeth Shahade and G. Shahade, otherwise George Shahade and Mary Shahade, his wife, dated March 1, 1956 and recorded March 1, 1956 in Cambria County Deed Book Volume 679, Page 130.

Parcel 3: Said lot being known and designated on the Plan of Moxham by the number of 105 and have a front of 40 feet on the East side of Central Avenue and extending back the same width between parallel lines 120 feet to Sixth Alley (now 3rd Place), having Lot N. 104 on the one side and Lot No. 106 on the other side.

The said Plan of Moxham being recorded in the Recorder's Office of Cambria County Misc. Record Bk. Vol. 4, Pg. 346, etc.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a national banking corporation, by Deed from Joseph Salem, Executor of the Estate of Abraham Hyder, dated April 11, 1963 and recorded April 15, 1963 in Cambria County Deed Book Volume 777, Page 635.

Parcel 4: Having a frontage of 40 feet on the Eastern side of Central Avenue and extending back the same width between parallel lines a distance of 120 feet to Third Alley; being marked, known and numbered on the Plan of Moxham as Lot No. 106; having Lot No. 105 on the one side and Lot No. 107 on the other side.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, by Deed from John A. Conway, Sheriff of the County of Cambria, dated February 26, 1963 and recorded March 27, 1963 in

Cambria County Deed Book Volume 777, Page 252.

ALTA Owner's Policy of Title Insurance (6-17-06)

As Modified by TIRBOP - Schedule A

(GOODWILLMOXHAM.PFD/GOODWILLMOXHAM/5)

SCHEDULE A

(Continued)

File No.: GOODWILLMOXHAM

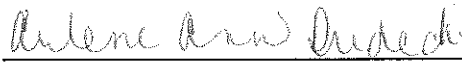
Policy No.: 5011442-0450619E

SUBJECT, NEVERTHELESS, to the following conditions and restrictions; that no spirituous or intoxicating liquors, or malt liquors shall at any time be sold or kept for sale on the above mentioned premises, upon the breach of which condition the premises shall revert to the present grantor, John H. Bender, widower, his heirs or assigns as set forth in Cambria County Deed Book Volume, 396, Page 198.

Parcel 5: Fronting 40 feet on the West side of Coleman Avenue and extending back the same width between parallel lines 120 feet to Third Alley, having lot number 146 on one side and lot number 148 on the other side, said lot being marked, known and designated on the Plan of Moxham by the number of 147. The Plan of Moxham is recorded in the Recorder's Office of Cambria County, Pennsylvania, in Miscellaneous Record Book Vol. 4, pages 346, 389, 461, etc.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank, a national banking corporation, by Deed from William Block and Samuel R. Block, partners trading and doing business as a partnership under the firm name of Block's Department Store, dated July 7, 1979 and recorded July 24, 1979 in Cambria County Deed Book Volume 1054, Page 283.

By:

Arlene Ann Dudeck, Esquire

(This Schedule A valid only when Schedule B is attached)



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule B

POLICY NUMBER

5011442-0450619E

File No.: GOODWILLMOXHAM

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
4. Possible tax increase based on additional assessments.
5. Accuracy of area content not insured.
- A. Rights or claims of parties in possession of the land not shown by the public record.
- B. Easements, or claims of easements, not shown by the public record.
- C. Any encroachment, easements, measurements, area, content, party walls or other facts which a correct survey of the premises would show.
- D. 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.
- E. The lien of all taxes for the year 2021 and thereafter and not yet due and payable.
- F. OWNERS POLICY ONLY:
 1. Recording of a Deed from First National Bank of Pennsylvania, successor by merger to Promistar Bank, formerly known as Laurel Bank, formerly known as Johnstown Bank and Trust Company, successor by merger to the Moxham National Bank of Johnstown to Goodwill of the Southern Alleghenies, Inc., a Pennsylvania non-profit corporation, for the consideration of \$335,000.00.
- G. THE DOCUMENTS BEING INSURED HEREUNDER MAY NOT (OR DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS 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 OTHER 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 SUCH DOCUMENTS. COAL AND MINERALS BENEATH THE SURFACE AND THE RIGHT TO MINE AND REMOVE SAME AS MAY BE FOUND IN PRIOR DEEDS FORMING THE CHAIN OF TITLE. COMPANY ASSUMES NO LIABILITY AS TO THE RIGHT OF SURFACE SUPPORT NOR ANY SURFACE SUBSIDANCE.
- H. Any facts encumbrances which would be apparant from an inspection of the premises.
- I. If any improvements are erected upon the property during the current year, policy is issued subject to any taxes for the current year, which may be hereafter assessed or levied by virtue of new construction completed or partially completed during the current year.
- J. UNDERAND SUBJECT to any easement for streets and rights-of-way as shown on the Plan of Moxham Lots recorded in Cambria County at Miscellaneous Book 7, Page 225.
- K. ~~Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.~~

Form 5011442-B (7-1-14)

ALTA Owner's Policy of Title Insurance (6-17-06)

As Modified by TIRBOP - Schedule B

(GOODWILLMOXHAM.PFD/GOODWILLMOXHAM/5)

SCHEDULE B

(Continued)

File No.: GOODWILLMOXHAM

Policy No.: 5011442-0450619E

- L. UNDER AND SUBJECT, NEVERTHELESS, to the following conditions and restrictions: that no spirituous or intoxicating liquors, or malt liquors shall at any time be sold or kept for sale on the above mentioned premises, upon the breach of which condition the premises shall revert to a prior grantor, John H. Bender, widower, his heirs or assigns as set forth in Cambria County Deed Book Volume, 396, Page 198.



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Exhibit A

POLICY NUMBER

5011442-0450619E

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

ALL those certain pieces or parcels of land situate, lying and being in the 17th Ward of the City of Johnstown, bounded and described as follows:

Parcel 1: FRONTING 40 feet on the East side of Central Avenue and extending back the same width between parallel lines a distance of 120 feet to Third Alley, and being marked and known as Lot #103 o the Plan of Moxham.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a corporation created and exiting under the laws of the United States, by Deed from Helen Heinze, single, dated April 23, 1940 and recorded April 29, 1940 in Cambria County Deed Book Volume 490, Page 659.

Parcel 2: FRONTING 40 feet on Central Avenue and extending back between parallel lines for a distance of 120 feet to Third Alley and having lot #103 on the one side and Lot #105 on the other side and being marked and known on the Plan of Moxham by the number #104.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a corporation, by Deed from A. Shahade, otherwise Alex Shahade and Elizabeth Shahade and G. Shahade, otherwise George Shahade and Mary Shahade, his wife, dated March 1, 1956 and recorded March 1, 1956 in Cambria County Deed Book Volume 679, Page 130.

Parcel 3: Said lot being known and designated on the Plan of Moxham by the number of 105 and have a front of 40 feet on the East side of Central Avenue and extending back the same width between parallel lines 120 feet to Sixth Alley (now 3rd Place), having Lot N. 104 on the one side and Lot No. 106 on the other side.

The said Plan of Moxham being recorded in the Recorder's Office of Cambria County Misc. Record Bk. Vol. 4, Pg. 346, etc.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, a national banking corporation, by Deed from Joseph Salem, Executor of the Estate of Abraham Hyder, dated April 11, 1963 and recorded April 15, 1963 in Cambria County Deed Book Volume 777, Page 635.

Parcel 4: Having a frontage of 40 feet on the Eastern side of Central Avenue and extending back the same width between parallel lines a distance of 120 feet to Third Alley; being marked, known and numbered on the Plan of Moxham as Lot No. 106; having Lot No. 105 on the one side and Lot No. 107 on the other side.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank of Johnstown, by Deed from John A. Conway, Sheriff of the County of Cambria, dated February 26, 1963 and recorded March 27, 1963 in Cambria County Deed Book Volume 777, Page 252.

SUBJECT, NEVERTHELESS, to the following conditions and restrictions; that no spirituous or intoxicating liquors, or malt liquors shall at any time be sold or kept for sale on the above mentioned premises, upon the breach of which condition the premises shall revert to the present grantor, John H. Bender, widower, his heirs or assigns as set forth in Cambria County Deed Book Volume, 396, Page 198.

Parcel 5: Fronting 40 feet on the West side of Coleman Avenue and extending back the same width between parallel lines 120 feet to Third Alley, having lot number 146 on one side and lot number 148 o the other side, said lot being marked, known and designated on the Plan of Moxham by the number of 147. The Plan of Moxham is recorded in the Recorder's Office of Cambria County, Pennsylvania, in Miscellaneous Record Book Vol. 4, pages 346, 389, 461, etc.

BEING the same piece or parcel of ground title to which vested in Moxham National Bank, a national banking corporation, by Deed from William Block and Samuel R. Block, partners trading and doing business as a partnership under the firm name of Block's Department Store, dated July 7, 1979 and recorded July 24, 1979 in Cambria County Deed Book Volume 1054, Page 283.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: GOODWILLMOXHAM 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. NAME AND ADDRESS OF BORROWER: Goodwill of the Southern Appalachians, Inc 99 Spruce Street Windber, PA 15963		E. NAME AND ADDRESS OF SELLER: First National Bank of Pennsylvania 100 Federal Street Pittsburgh, PA 15212		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: 550 Central Avenue Johnstown, PA 15902		H. SETTLEMENT AGENT: Sahnney, Dudeck & Hochfeld Law Office PLACE OF SETTLEMENT 430 Main Street Johnstown, PA 15901-1823			I. SETTLEMENT DATE: October 15, 2021	
J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price 335,000.00				401. Contract Sales Price 335,000.00		
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400) 6,579.50				403.		
104.				404.		
105.				405.		
<i>Adjustments For Items Paid By Seller in advance</i>				<i>Adjustments For Items Paid By Seller in advance</i>		
106. City/Town Taxes 10/16/21 to 01/01/22 1,795.88				406. City/Town Taxes 10/16/21 to 01/01/22 1,795.88		
107. County Taxes 10/16/21 to 01/01/22 1,021.28				407. County Taxes 10/16/21 to 01/01/22 1,021.28		
108. School Taxes 10/16/21 to 07/01/22 4,966.40				408. School Taxes 10/16/21 to 07/01/22 4,966.40		
109.				409.		
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BORROWER 349,383.08				420. GROSS AMOUNT DUE TO SELLER 342,783.56		
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money 5,000.00				501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)				502. Settlement Charges to Seller (Line 1400) 23,450.00		
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504. Payoff of first Mortgage		
205.				505. Payoff of second Mortgage		
206.				506.		
207.				507. (Deposit disb. as proceeds)		
208.				508.		
209.				509.		
<i>Adjustments For Items Unpaid By Seller</i>				<i>Adjustments For Items Unpaid By Seller</i>		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes to				511. County Taxes to		
212. School Taxes to				512. School Taxes to		
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BORROWER 5,000.00				520. TOTAL REDUCTION AMOUNT DUE SELLER 23,450.00		
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Borrower (Line 120) 349,383.06				601. Gross Amount Due To Seller (Line 420) 342,783.56		
302. Less Amount Paid By/FOR Borrower (Line 220) (5,000.00)				602. Less Reductions Due Seller (Line 520) (23,450.00)		
303. CASH (X FROM) (TO) BORROWER 344,383.06				603. CASH (X TO) (FROM) SELLER 319,333.56		

Division of Commission (Line 700) as Follows:				BORROWERS FUNDS AT SETTLEMENT	SELLERS FUNDS AT SETTLEMENT
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement					
704	to Jones Long LaSalle Brokerage, Inc.				20,100.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Ins. App. Fee		to			
807. Assumption Fee		to			
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to	@ \$	/day (days %)		
902. MIP Totals, for Life Of Loan	for	months to			
903. Hazard Insurance Premium for	1.0 years	to			
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. City/Town Taxes	months @ \$		per month		
1004. County Taxes	months @ \$		per month		
1005. School Taxes	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to				
1102. Abstract or Title Search	to	Sahlaney, Dudeck & Hochfeld		530.00	
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to				
1106. Notary Fees	to				
1107. Attorney's Fees	to				
(includes above item numbers:)					
1108. Title Insurance	to	Sahlaney, Dudeck & Hochfeld		2,364.50	
(includes above item numbers:)					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$	335,000.00			
1111. Lien Letters	to	Sahlaney, Dudeck & Hochfeld Law Office		160.00	
1112. Tax Lien Cert., Good Standing	to	Sahlaney, Dudeck & Hochfeld		42.00	
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$	133.00	Mortgage \$		Releases \$	133.00
1202. City/County Tax/Stamp: Deed				Mortgage	3,350.00
1203. State Tax/Stamp: Deed		3,350.00	Mortgage		3,350.00
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Post Inspection	to				
1303.					
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				6,579.50	23,460.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

Arlene Ann Dudeck
Arlene Ann Dudeck, Esquire
Settlement Agent

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Goodwill of the Southern Alleghenies, Inc.
Seller: First National Bank of Pennsylvania
Settlement Agent: Sahlaney, Dudeck & Hochfeld Law Office
(814)535-6509
Place of Settlement: 430 Main Street
Johnstown, PA 15901-1823
Settlement Date: October 15, 2021
Property Location: 550 Central Avenue
Johnstown, PA 15902

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Goodwill of the Southern Alleghenies, Inc.

BY: Bradley R. Burger
President

ATTEST:

[Signature]
Secretary/Treasurer Joe Prusicki

First National Bank of Pennsylvania

BY: Anne J. Apetre
Senior Vice President

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Arlene Ann Dudeck
Arlene Ann Dudeck, Esquire
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.