

# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


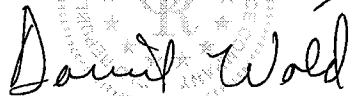
*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the Office of

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

**SPECIMEN**

Authorized Signatory

By  President  
Attest  Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**COMMITMENT  
SCHEDULE A**

File Number: 13318-1

1. Effective Date: June 21, 2018 at 07:59 AM

2. Policy or Policies to be issued: Amount

(a) ALTA 2006 Owner's Policy, as modified by TIRBOP \$TBD

Proposed Insured:

To Be Determined

(b) ALTA 2006 Loan Policy, as modified by TIRBOP

Proposed Insured:

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

(BUILDING AND IMPROVEMENTS) DJT Arlen Five, LLC, a Pennsylvania Limited Liability Company, a 50% interest, and PWOB, LLC, a Pennsylvania Limited Liability Company, a 33-1/3% interest, and 413 Penn West Associates LLC, a Pennsylvania Limited Liability Company, a 16-2/3%;

BEING the same property which Residential Rehabilitation Corporation, a Pennsylvania corporation, and Michael Litman and DJT Arlen Five, LLC, a Pennsylvania limited liability company, James W. McCarthy and PWOB, LLC, a Pennsylvania limited liability company, and Four Thirteen Limited Partnership, a Pennsylvania limited partnership, successor to H. Raymond Litman, Deceased, (also t/d/b/a "Penn West Office Building"), granted and conveyed unto DJT Arlen Five, LLC, a Pennsylvania Limited Liability Company, a 50% interest, and PWOB, LLC, a Pennsylvania Limited Liability Company, a 33-1/3% interest, and 413 Penn West Associates LLC, a Pennsylvania Limited Liability Company, a 16-2/3% interest, by deed dated September 15, 2017 and recorded September 20, 2017 with the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 16948 Page 360.

(GROUND) Residential Rehabilitation Corporation, a Pennsylvania Business Corporation;

BEING the same property which Presbyterian SeniorCare, successor by merger to The Woodwell, (formerly known as the United Presbyterian Women's Association of North America) , a Pennsylvania Nonprofit Corporation, granted and conveyed unto Residential Rehabilitation Corporation, a Pennsylvania Business Corporation by deed dated July 30, 2001 and recorded January 3, 2002 with the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 11237 Page 580.

4. The land referred to in the Commitment is described as follows:


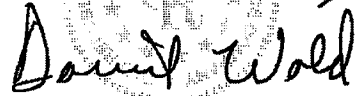
For informational purposes only:

901 and 909 West Street

Pittsburgh, Pennsylvania

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By:                     SPECIMEN                      
Authorized Officer or Agent

By  *Michael A. Bibeau* President  
Attest  *David Wold* Secretary

**COMMITMENT  
SCHEDULE B - SECTION 1**

File Number: 13318-1

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest insured.
2. Payment of all taxes, charges, dues, fees and assessments levied and/or assessed against the subject premises, which are due and payable.
3. Proof that there are no agreement(s) of sale other than the one under which the present conveyance is being made.
4. Proof of identity, legal age, competency of Grantors/Mortgagors and marital status (including deaths, divorces or separation) affecting any individual Grantor/Mortgagor herein.
5. Execution of Company's affidavit of title and two forms of identification (one of which must be photo-identification) to be provided by parties to the transaction.
6. Proof of payment of real estate taxes and municipal charges (including water, sewer, trash or other services provided by the municipality) for the three years preceding the current year and the current year, if due.
7. Proof that no Municipal or Authority improvements have been made or ordered to be made abutting or fronting on premises covered by this commitment.
8. Proper instruments creating the estate or interest to be insured must be validly executed and duly recorded:
  - a. Special Warranty Deed from DJT Arlen Five, LLC, a Pennsylvania limited liability company, PWOB, LLC, a Pennsylvania limited liability company, 413 Penn West Associates, LLC, a Pennsylvania limited liability company to Successful Bidder, for a consideration of \$To Be Determined.
  - b. Special Warranty Deed from Residential Rehabilitation Corporation, a Pennsylvania corporation to Successful Bidder, for a consideration of \$TBD.
9. The following items are to be satisfied and/or released of record:

Mortgages:  
(None)
10. Judgments:  
(None)
11. Mechanic's and Municipal Claims:  
(None)
12. Additional Requirements:
13. As to DJT Arlen Five, LLC, a Pennsylvania limited liability company, the following must be submitted:
  - a. Certificate of Organization (as amended)
  - b. Operating Agreement (as amended)
  - c. Good Standing Certificate
  - d. Proof that a majority of the manager or members consented to the sale
  - e. Proof of authority to execute the deed
  - f. Lien Certificate from the Pennsylvania Department of Revenue that taxes are settled by the Commonwealth
14. As to PWOB, LLC, a Pennsylvania limited liability company, the following must be submitted:
  - a. Certificate of Organization (as amended)
  - b. Operating Agreement (as amended)
  - c. Good Standing Certificate
  - d. Proof that a majority of the manager or members consented to the sale

**COMMITMENT**  
**SCHEDULE B - SECTION 1**  
(Continued)

File Number: 13318-1

- e. Proof of authority to execute the deed
  - f. Lien Certificate from the Pennsylvania Department of Revenue that taxes are settled by the Commonwealth
15. As to 413 Penn West Associates, LLC, a Pennsylvania limited liability company, the following must be submitted:
- a. Certificate of Organization (as amended)
  - b. Operating Agreement (as amended)
  - c. Good Standing Certificate
  - d. Proof that a majority of the manager or members consented to the sale
  - e. Proof of authority to execute the deed
  - f. Lien Certificate from the Pennsylvania Department of Revenue that taxes are settled by the Commonwealth
16. As to Residential Rehabilitation Corporation, a Pennsylvania corporation, the following must be submitted:
- a. Articles of Incorporation
  - b. By-Laws
  - c. Good Standing Certificate
  - c. Resolution of the Board of Directors authorizing the execution of the proposed deed.
  - d. Lien Certificate from the Pennsylvania Department of Revenue that taxes are settled by the Commonwealth
17. CHILD SUPPORT ENFORCEMENT: Not Searched.
18. BANKRUPTCY: No open cases found in the U.S. Bankruptcy Court, Western District of Pennsylvania.
19. FEDERAL DISTRICT COURT: No open cases found in the United States District Court, Western District of Pennsylvania.

**COMMITMENT**  
**SCHEDULE B - SECTION 1**  
(Continued)

File Number: 13318-1

**NOTICE AND DISCLOSURE**

- \* The Commonwealth of Pennsylvania Department of Insurance requires that we sent the following notice to you, our applicant, prior to closing. They further require that you, the applicant forward this notice to the consumer in advance of the day of closing: your title insurance fee covers the cost of closing on the insured real estate property if it takes place during regular office hours and at the office of the title insurance agent or underwriter. If your closing takes place at a location or time of your choosing, or that of your lender or realtor, the title insurance agent or underwriter may impose an additional charge for this special service. You may determine the amount of this additional charge, if any, by contacting the party listed on the bottom of Schedule A.
- \* The Enhanced Coverage Homeowner's Policy of Title Insurance and/or the Expanded Coverage Residential Loan Policy is available for most 1-4 family, owner-occupied residences at an additional cost. Please contact the agent that issued this Commitment for additional information regarding these policies.

NOTE: If a policy other than the 2006 ALTA Owner's Policy of Title Insurance, 2006 ALTA Loan Policy of Title Insurance or 2015 Short Form Residential Loan Policy is ultimately issued, Section 5 of the Conditions on ORT Form 4308, ALTA Commitment of Title Insurance 6/06 hereof is not applicable.

**COMMITMENT  
SCHEDULE B - SECTION 2**

File Number: 13318-1

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the public records.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the Effective Date but prior to the date on which the proposed insured acquires of record for value of the estate or interest, or mortgage thereon, covered by this commitment.
5. Possible additional tax assessment for new construction and/or major improvements.
6. Covenants, conditions, restrictions, easements, rights of way or servitudes, if any, appearing in the public record, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
7. MASTER LEASEHOLD MORTGAGES:

Mortgage from Westwood Acquisition Group LP, to CSE Mortgage LLC, in the original amount of \$3,750,000.00, dated June 17, 2006, recorded on June 23, 2006 as Mortgage Book Volume 32177 Page 520 in the Allegheny County, Pennsylvania Records.

Said mortgage being assigned by separate instrument FROM CSE Mortgage LLC TO NS/CSE Finance, LLC recorded on September 9, 2010 as Mortgage Book Volume 38462 Page 24 in the Allegheny County, Pennsylvania Records.

Said mortgage being assigned by separate instrument FROM CSE Mortgage LLC TO CSE Mortgage LLC, recorded on October 18, 2011 as Mortgage Book Volume 40028 Page 171 in the Allegheny County, Pennsylvania Records.

Said mortgage being last assigned by separate instrument FROM NS/CSE Finance, LLC TO Capitalsource Real Estate Loan Trust 2006-A, recorded on January 23, 2012 as Mortgage Book Volume 40423 Page 109 in the Allegheny County, Pennsylvania Records.

Loan Modification Agreement recorded on January 23, 2012 as Mortgage Book Volume 40423 Page 116 in the Allegheny County, Pennsylvania Records.

**Related Instruments:**

Assignment of Leases and Rents from Westwood Acquisition Group LP, to CSE Mortgage LLC to secure an indebtedness of \$3,750,000.00, and any other amounts payable under the terms thereof, recorded on June 23, 2006 as Deed Book Volume 12893 Page 88 in the Allegheny County, Pennsylvania Records.

Agreement of Ground Lessor by and among Residential Rehabilitation Corporation, a Pennsylvania corporation, Lessor, and CSE Mortgage LLC, a Delaware limited liability company, Lender, and Westwood Acquisition Group, LP, a Delaware limited partnership, dated June 13, 2006 and recorded July 26, 2006 with the Department of Real Estate of Allegheny County, in Deed Book Volume 12931, Page 7.

Said Assignment of Leases and Rents being assigned by separate instrument FROM CSE Mortgage LLC TO NS/CSE Finance, LLC recorded on September 20, 2010 as Deed Book Volume 14384 Page 335 in the Allegheny County, Pennsylvania Records.

Financing Statement from Westwood Acquisition Group LP to CSE Mortgage LLC 4445 Willard Avenue, 12th Floor, Chevy



**COMMITMENT**  
**SCHEDULE B - SECTION 2**  
(Continued)

File Number: 13318-1

Chase, MD 20815, recorded on June 23, 2006 as Mortgage Book Volume 32178 Page 24 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of continuation recorded on March 29, 2011 as Mortgage Book Volume 39308 Page 593 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of continuation recorded on March 29, 2011 as Instrument #2011-73548 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of amending party information recorded on November 7, 2011 as Mortgage Book Volume 40109 Page 38 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of amending party information recorded on November 7, 2011 as Instrument #2011-74476 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of continuation recorded on January 4, 2016 as Instrument #2016-79975 in the Allegheny County, Pennsylvania Records.

Financing Statement from Westwood Acquisition Group LP to CSE Mortgage LLC 4445 Willard Avenue, 12th Floor, Chevy Chase, MD 20815, recorded on June 23, 2006 as Instrument #2006-65849 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of amending party information recorded on August 23, 2010 as Mortgage Book Volume 38395 Page 300 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of amending party information recorded on August 23, 2010 as Instrument #2010-72701 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of continuation recorded on March 29, 2011 as Mortgage Book Volume 39308 Page 593 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of continuation recorded on March 29, 2011 as Instrument #2011-73548 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of amending party information recorded on November 7, 2011 as Mortgage Book Volume 40109 Page 38 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of amending party information recorded on November 7, 2011 as Instrument #2011-74476 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of continuation recorded on January 4, 2016 as Instrument #2016-79975 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of continuation recorded on March 28, 2016 as Instrument #2016-80287 in the Allegheny County, Pennsylvania Records.

Financing Statement from Westwood Acquisition Group LP to CSE Mortgage LLC 4445 Willard Avenue, 12th Floor, Chevy Chase, MD 20815, recorded on August 23, 2006 as Mortgage Book Volume 38395 Page 304 in the Allegheny County, Pennsylvania Records.

Financing Statement from Westwood Acquisition Group LP to CSE Mortgage LLC 4445 Willard Avenue, 12th Floor, Chevy Chase, MD 20815, recorded on August 23, 2010 as Instrument #2010-72702 in the Allegheny County, Pennsylvania Records.

**COMMITMENT**  
**SCHEDULE B - SECTION 2**  
(Continued)

File Number: 13318-1

Amendment for the purpose of amending party information recorded on November 7, 2011 as Mortgage Book Volume 40178 Page 266 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of amending party information recorded on November 7, 2011 as Instrument #2011-74536 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of continuation recorded on February 25, 2015 as Instrument #2015-78938 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of continuation recorded on May 27, 2015 as Instrument #2015-79233 in the Allegheny County, Pennsylvania Records.

Financing Statement from Westwood Acquisition Group LP to CSE Mortgage LLC 4445 Willard Avenue, 12th Floor, Chevy Chase, MD 20815, recorded on August 31, 2010 as Mortgage Book Volume 38428 Page 588 in the Allegheny County, Pennsylvania Records.

Financing Statement from Westwood Acquisition Group LP to CSE Mortgage LLC 4445 Willard Avenue, 12th Floor, Chevy Chase, MD 20815, recorded on August 31, 2010 as Instrument #2010-72724 in the Allegheny County, Pennsylvania Records.

Amendment for the purpose of continuation recorded on March 4, 2015 as Instrument #2015-78968 in the Allegheny County, Pennsylvania Records.

8. MASTER LEASEHOLD JUDGMENT:

Federal Tax Lien filed against Colonial Senior Living of Western PA, LLC in favor of the Internal Revenue Service, in the amount of \$57,862.13, filed on October 26, 2011 as FTL-11-002080 with the Department of Court Records of Allegheny County, Pennsylvania.

9. MASTER LEASEHOLD LEASES:

Lease from United Presbyterian Women's Association of North America, to Columbia Hospital, recorded on February 27, 1957 as Deed Book Volume 3606 Page 114 of the Allegheny County, Pennsylvania Records.

Original Lease Restated from United Presbyterian Association of North America to Forbes Hospital System recorded on January 30, 1976 as Deed Book Volume 5177 Page 96 of the Allegheny County, Pennsylvania Records.

Memorandum of Amended and Restated Lease from United Presbyterian Women's Association of North America to Forbes Health System recorded on May 27, 1988 as Deed Book Volume 7792 Page 581 of the Allegheny County, Pennsylvania Records.

Assignment of Lease and Sublease from West Penn Allegheny Health System, to BTW Wilkins, LLC, recorded on June 23, 2004 as Deed Book Volume 12130 Page 522 of the Allegheny County, Pennsylvania Records.

Assignment and Assumption of Lease Agreement from DBD-Woodland, LLC, formerly known as BTW -Wilkins LLC, to BTW-Westwood, LLC, recorded on March 30, 2006 as Deed Book Volume 12792 Page 492 of the Allegheny County, Pennsylvania Records.

Memorandum of Lease Agreement by and between Residential Rehabilitation Corporation, and BTW-Westwood, LLC, recorded on June 23, 2006 as Deed Book Volume 12893 Page 15 of the Allegheny County, Pennsylvania Records.

Consent to Assignment recorded on June 23, 2006 as Deed Book Volume 12893 Page 63 of the Allegheny County,

**COMMITMENT**  
**SCHEDULE B - SECTION 2**  
(Continued)

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Pennsylvania Records.

Assignment and Assumption Agreement from BTD-Westwood, LLC to Westwood Acquisition Group, LP, recorded on June 23, 2006 as Deed Book Volume 12893 Page 69 of the Allegheny County, Pennsylvania Records.

Assignment and Assumption Agreement from BTD-Westwood, LLC to Westwood Acquisition Group, LP, recorded on June 23, 2006 as Deed Book Volume 12893 Page 80 of the Allegheny County, Pennsylvania Records.

Agreement of Ground Lessor by and between Residential Rehabilitation Corporation (Lessor) and CSE Mortgage LLC (Lender) and Westwood Acquisition Group, L.P. (Lessee) recorded on July 26, 2006 as Deed Book Volume 12931 Page 7 of Allegheny County, Pennsylvania Records.

Unrecorded Lease Agreement made as of August 20, 2009, by and between Westwood Acquisition Group, LP, a Delaware limited partnership, as Lessor, and Colonial Senior Living of Western PA, LLC, a Pennsylvania limited liability company, as Lessee

Lease Subordination Agreement by and between Westwood Acquisition Group LP and Colonial Senior Living Western PA, LLC and CSE Mortgage LLC recorded on November 20, 2009 in Deed Book Volume 14110, Page 453.

10. SUB-LEASEHOLD MORTGAGES:

Mortgage from Penn West Associates, Inc., a Pennsylvania Business Corporation, to Concord Mortgage Company, in the original amount of \$4,518,000.00, dated April 18, 1991, recorded on April 18, 1991 as Volume 11316 Page 510 in the Allegheny County, Pennsylvania Records.

Said mortgage being assigned by separate instrument FROM Concord Mortgage Company TO WMF/Huntoon, Paige Associates, Limited, recorded on January 26, 1993 as Volume 12845 Page 568 in the Allegheny County, Pennsylvania Records.

Said mortgage being assigned by separate instrument FROM WMF/Huntoon, Paige Associates, Limited TO Secretary of Housing and Urban Development, recorded on June 27, 1994 as Volume 14289 Page 610 in the Allegheny County, Pennsylvania Records.

Said mortgage being last assigned by separate instrument FROM Secretary of Housing and Urban Development TO BTD-1997 HHC LLC, recorded on August 14, 1997 as Mortgage Book Volume 16856 Page 229 in the Allegheny County, Pennsylvania Records.

11. SUB-LEASEHOLD JUDGMENTS:

Commonwealth Tax Lien filed against Penn West Associates, Inc., in favor of Commonwealth of Pennsylvania, in the amount of \$16,829.21, recorded on July 22, 1994 as GD-94-11798 in the Allegheny County, Pennsylvania Records.

Commonwealth Tax Lien filed against Penn West Associates, Inc., in favor of Commonwealth of Pennsylvania, in the amount of \$20,243.90, recorded on September 28, 1994 as GD-94-15908 in the Allegheny County, Pennsylvania Records.

Commonwealth Tax Lien filed against Penn West Associates, Inc., in favor of Commonwealth of Pennsylvania Department of Revenue, in the amount of \$20,329.16, recorded on February 6, 1995 as GD-95-002174 in the Allegheny County, Pennsylvania Records.

Commonwealth Tax Lien filed against Penn West Associates, Inc., in favor of Commonwealth of Pennsylvania Department of Revenue, in the amount of \$2,453.43, recorded on June 21, 1995 as GD-95-010162 in the Allegheny County, Pennsylvania Records.

**COMMITMENT  
SCHEDULE B - SECTION 2  
(Continued)**

File Number: 13318-1

Commonwealth Tax Lien filed against Penn West Associates, Inc., in favor of Commonwealth of Pennsylvania Department of Revenue, in the amount of \$2,889.75, recorded on February 18, 1997 as GD-97-002419 in the Allegheny County, Pennsylvania Records.

12. SUB-LEASEHOLD LEASES:

Memorandum of Sublease from Forbes Health System to Penn West Associates, Inc., recorded on May 27, 1988 as Volume 7792 Page 588 of the Allegheny County, Pennsylvania Records.

Memorandum of Sublease Addendum from Forbes Health System, to Penn West Associates, Inc., recorded on February 22, 1993 as Volume 8911 Page 486 of the Allegheny County, Pennsylvania Records.

Deed from Peter R. DeFazio, Sheriff, William P. Mullen, Chief Deputy Sheriff, to BTW-Westwood, LLC, a Delaware Limited Liability Company, recorded on June 23, 2006 as Deed Book Volume 12892 Page 552 of the Allegheny County, Pennsylvania Records.

Corrective Deed from Peter R. DeFazio, Sheriff, William P. Mullen, Chief Deputy Sheriff, to BTW-Westwood, LLC, a Delaware Limited Liability Company, recorded on June 23, 2006 as Deed Book Volume 12892 Page 558 of the Allegheny County, Pennsylvania Records.

Deed from BTW-Westwood, LLC to Westwood Acquisition Group LP, a limited partnership organized and existing under the laws of Delaware, recorded on June 23, 2006 as Deed Book Volume 12893 Page 1 of the Allegheny County, Pennsylvania Records.

13. SUB-SUB LEASEHOLD LEASES:

Memorandum of Sublease from Penn West Associates, Inc., to Penn West Office Building, recorded on April 26, 1991 as Volume 8464 Page 462 of the Allegheny County, Pennsylvania Records.

Assignment of Sublease from Penn West Office Building, to DJT Arlen Five, LLC, PWOB, LLC, and 413 Penn West Associates LLC, recorded on September 20, 2017 as Deed Book Volume 16948 Page 377 of the Allegheny County, Pennsylvania Records.

14. BUILDINGS & IMPROVEMENTS LEASEHOLD LEASES:

Building Lease from Penn West Associates, Inc., to Penn West Office Building, recorded on April 18, 1991 as Volume 8459 Page 358 of the Allegheny County, Pennsylvania Records.

15. Coal, gas, oil and/or mineral rights, the right of surface support and subsidence.

NOTICE THIS DOCUMENT MAY/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL (MAY) HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONVECTION, 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 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.

16. The failure to record and/or index any leasehold interest or collateral mortgage affecting oil and gas and minerals is also excluded from insuring provisions of the title policy when issued.

**COMMITMENT**  
**SCHEDULE B - SECTION 2**  
(Continued)

File Number: 13318-1

17. Subject to all documents of record, if any, relating to title to all of the oil, gas and other minerals within and underlying the premises, together with appurtenant mining, drilling and extraction rights and all other rights and privileges appurtenant thereto.
18. Subject to any and all matters shown on the plan of The Woodwell as recorded December 4, 2000, in Plan Book Volume 225, Page 132 of Allegheny County, Pennsylvania Records.
19. Unrecorded Agreement and Instrument of Transfer dated February 12, 1988, whereby the United Presbyterian Women's Association of North America conveys to Forbes Health System buildings/improvements as referenced in Deed Book Volume 12892, Page 572 as recorded on June 23, 2006.
20. Unrecorded Agreement and Bill of Sale dated February 12, 1988, between Forbes Health System and Penn West Associates, Inc., whereby Forbes Health System conveys the same building/improvements to Penn West Associates, Inc. as referenced in Deed Book Volume 12892, Page 572 as recorded on June 23, 2006.
21. Right-of-way for the purpose of pipe lines granted to The Peoples Natural Gas Company from The United Presbyterian Women's Association of North America, recorded on July 22, 1957 as Deed Book Volume 3668 Page 265 of the Allegheny County, Pennsylvania Records
22. Right-of-way for the purpose of gas regulators granted to The Peoples Natural Gas Company from The United Presbyterian Women's Association of North America, recorded on March 18, 1964 as Deed Book Volume 4109 Page 430 of the Allegheny County, Pennsylvania Records.
23. Right-of-way for the purpose of electrical system granted to Duquesne Light Company from United Presbyterian Women's Association of North America, recorded on July 11, 1989 as Deed Book Volume 8053 Page 344 of the Allegheny County, Pennsylvania Records.
24. Terms and provisions of the party wall agreement by and between Penn West Associates, Inc. and Penn West Office Building, recorded April 18, 1991 as Volume 8459 Page 377 of Allegheny County, Pennsylvania Records.
25. Reciprocal Easement Agreement by and between Penn West Associates, Inc. and Penn West Office Building recorded on April 18, 1991 as Deed Book Volume 8459 Page 339 of Allegheny County, Pennsylvania Records.
26. Covenants, conditions, reservations and restrictions, recorded as Volume 8464 Page 585 in the Allegheny County, Pennsylvania Records, and as may be amended from time to time. Excepting however, any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status, national origin or other categories that may from time-to-time be deemed to be protected classes, are hereby omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) related to handicap, but does not discriminate against handicapped people.
27. The Company shall not be liable for any loss or damage as a result of incomplete and/or inaccurate search results returned by the computer indexing system utilized by the Allegheny Department of Court Records.

NOTE:

The information set forth herein is provided for informational purposes only, and is effective as a Commitment only when the Proposed Policy Amount and name of the Proposed Insured have been inserted in Schedule A by the issuing agent, in accordance with the terms and provisions of the 2016 ALTA Commitment for Title Insurance. Issuance of any policy of title insurance of is subject to compliance with the terms and provisions of the Rate Manual of the Title Insurance Rating Bureau of Pennsylvania. The Company reserves the right to add additional requirements and exceptions to Schedules B-1 and B-2 hereof based upon the identification of the Proposed Insured and subsequent searches from the "Effective Date" set forth on Schedule A to the date of closing of any transaction that is proposed to be insured.

**COMMITMENT  
SCHEDULE C**

File Number: 13318-1

**BUILDINGS & IMPROVEMENTS:**

ALL THOSE certain buildings, structures and other improvements, or fixtures, systems and facilities (but NOT the land or ground) located in and/or on that certain parcel of land or ground located in and/or on part of that certain parcel of land situate in the Third Ward of the Borough of Wilksburg, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 1 in The Woodwell Plan of Lots, as recorded in the Department of Real Estate of Allegheny County in Plan Book Volume 225, Pages 132 - 134 being further described as:

BEGINNNING at a point on the Westerly line of West Street, said point being the intersection formed by the Westerly line of West Street end the Northerly line of Vincent Way; thence along Vincent Way, North 64 degrees 24 minutes 30 seconds West a distance of 246.47 feet to a point; thence North 25 degrees 15 minutes 50 seconds East a distance of 82.00 feet to a point; thence South 64 degrees 44 minutes 10 seconds East a distance of 52.00 feet to a point; thence by a line through a common building wall, North 25 degrees 15 minutes 50 seconds East a distance of 136.85 feet to a point; thence South 64 degrees 44 minutes 10 seconds East a distance of 32.00 feet to a point; thence North 25 degrees 15 minutes 50 seconds East a distance of 21.75 feet to a point; thence South 64 degrees 25 minutes 00 seconds East a distance of 165.82 feet to a point on the Westerly side of West Street; thence along West Street South 25 degrees 35 minutes 10 seconds West a distance of 241.10 feet to a point, said point being the point of beginning.

CONTAINING 1.173 acres as shown on the survey prepared on July 27, 1990 by Glenn Engineering & Associates Ltd.

BEING Block 175-R, Lot 186-0001 in the Department of Real Estate of Allegheny County, Pennsylvania.

Being the same property which Residential Rehabilitation Corporation, a Pennsylvania corporation, and Michael Litman and DJT Arlen Five, LLC, a Pennsylvania limited liability company, James W. McCarthy and PWOB, LLC, a Pennsylvania limited liability company, and Four Thirteen Limited Partnership, a Pennsylvania limited partnership, successor to H. Raymond Litman, Deceased, (also t/d/b/a "Penn West Office Building"), granted and conveyed unto DJT Arlen Five, LLC, a Pennsylvania Limited Liability Company, a 50% interest, and PWOB, LLC, a Pennsylvania Limited Liability Company, a 33 -1/3% interest, and 413 Penn West Associates LLC, a Pennsylvania Limited Liability Company, a 16-2/3% interest, by deed dated September 15, 2017 and recorded September 20, 2017 in the Recorder's Office of said County in Deed Book Volume 16948 Page 360.

**GROUND:**

PART OF THAT CERTAIN parcel of land or ground located in the Third Ward of the Borough of Wilksburg, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 1 in The Woodwell Plan of Lots, as recorded in the Department of Real Estate of Allegheny County in Plan Book Volume 225, Pages 132 - 134 being further described as:

BEGINNNING at a point on the Westerly line of West Street, said point being the intersection formed by the Westerly line of West Street end the Northerly line of Vincent Way; thence along Vincent Way, North 64 degrees 24 minutes 30 seconds West a distance of 246.47 feet to a point; thence North 25 degrees 15 minutes 50 seconds East a distance of 82.00 feet to a point; thence South 64 degrees 44 minutes 10 seconds East a distance of 52.00 feet to a point; thence by a line through a common building wall, North 25 degrees 15 minutes 50 seconds East a distance of 136.85 feet to a point; thence South 64 degrees 44 minutes 10 seconds East a distance of 32.00 feet to a point; thence North 25 degrees 15 minutes 50 seconds East a distance of 21.75 feet to a point; thence South 64 degrees 25 minutes 00 seconds East a distance of 165.82 feet to a point on the Westerly side of West Street; thence along West Street South 25 degrees 35 minutes 10 seconds West a distance of 241.10 feet to a point, said point being the point of beginning.

CONTAINING 1.173 acres as shown on the survey prepared on July 27, 1990 by Glenn Engineering & Associates Ltd.

BEING Block 175-R, Lot 186-0001 in the Department of Real Estate of Allegheny County, Pennsylvania.

Being the same property which Presbyterian SeniorCare, successor by merger to The Woodwell, (formerly known as the United Presbyterian Women's Association of North America) , a Pennsylvania Nonprofit Corporation, granted and conveyed unto

**COMMITMENT  
SCHEDULE C  
(Continued)**

File Number: 13318-1

Residential Rehabilitation Corporation, a Pennsylvania Business Corporation by deed dated July 30, 2001 and recorded January 3, 2002 in the Recorder's Office of said County in Deed Book Volume 11237 Page 580.

901 West Street, Pittsburgh, PA 15221 Permanent Parcel No.: 175-R-186-1

Second Described Property:

**BUILDING & IMPROVEMENTS:**

ALL THOSE certain buildings, structures and other improvements, or fixtures, systems and facilities (but NOT the land or ground) located in and/or on that certain parcel of land or ground located in and/or on part of that certain parcel of land situate in the Third Ward of the Borough of Wilkesburg, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot No. 1 in The Woodwell Plan of Lots, as recorded in the Department of Real Estate of Allegheny County in Plan Book Volume 225, Pages 132 - 134 being further described as:

BEGINNING at a point on the southerly line of Penn Avenue, said point being the intersection formed by the southerly line of Penn Avenue and the westerly line of West Street; thence along West Street S 25 Deg.35'10" W, a distance of 195.0' to a point; thence by a line through property of which this was formerly a part N 64 Deg.25'00" W, a distance of 166.92' to a point; thence S 25 Deg.15' 50" W, a distance of 21.75' to a point' thence N 64 Deg.44'10" W, a distance of 32.00' to a point; thence by a line through a common building wall S 25 Deg.15'50" W, a distance of 136.85' to a point; thence N 64 Deg.44'10" W, a distance of 52.00' to a point; thence along the original dividing line N 25 Deg.15' 50" E, a distance of 354.07' to a point on the southerly line of Penn Avenue; thence along Penn Avenue S 64 Deg.25'00" E, a distance of 250.92' to a point being the point of beginning.

CONTAINING 1.329 acres.

BEING Block 175-R, Lot 186-0002 in the Department of Real Estate of Allegheny County, Pennsylvania. Being the same property which Residential Rehabilitation Corporation, a Pennsylvania corporation, and Michael Litman and DJT Arlen Five, LLC, a Pennsylvania limited liability company, James W. McCarthy and PWOB, LLC, a Pennsylvania limited liability company, and Four Thirteen Limited Partnership, a Pennsylvania limited partnership, successor to H. Raymond Litman, Deceased, (also t/d/b/a "Penn West Office Building"), granted and conveyed unto DJT Arlen Five, LLC, a Pennsylvania Limited Liability Company, a 50% interest, and PWOB, LLC, a Pennsylvania Limited Liability Company, a 33 -1/3% interest, and 413 Penn West Associates LLC, a Pennsylvania Limited Liability Company, a 16-2/3% interest, by deed dated September 15, 2017 and recorded September 20, 2017 in the Recorder's Office of said County in Deed Book Volume 16948 Page 360.

**GROUND:**

PART OF THAT CERTAIN parcel of land or ground located in the Third Ward of the Borough of Wilkesburg, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 1 in The Woodwell Plan of Lots, as recorded in the Department of Real Estate of Allegheny County in Plan Book Volume 225, Pages 132 - 134 being further described as:

BEGINNING at a point on the southerly line of Penn Avenue, said point being the intersection formed by the southerly line of Penn Avenue and the westerly line of West Street; thence along West Street S 25 Deg. 35'10" W, a distance of 195.0' to a point; thence by a line through property of which this was formerly a part N 64 Deg. 25'00" W, a distance of 166.92' to a point; thence S 25 Deg. 15' 50" W, a distance of 21.75' to a point' thence N 64 Deg. 44'10" W, a distance of 32.00' to a point; thence by a line through a common building wall S 25 Deg. 15'50" W, a distance of 136.85' to a point; thence N 64 Deg. 44'10" W, a distance of 52.00' to a point; thence along the original dividing line N 25 Deg. 15' 50" E, a distance of 354.07' to a point on the southerly line of Penn Avenue; thence along Penn Avenue S 64 Deg. 25'00" E, a distance of 250.92' to a point being the point of beginning.

CONTAINING 1.329 acres.

BEING Block 175-R, Lot 186-0002 in the Department of Real Estate of Allegheny County, Pennsylvania. Being the same property which Presbyterian SeniorCare, successor by merger to The Woodwell, (formerly known as the United Presbyterian Women's

**COMMITMENT  
SCHEDULE C  
(Continued)**

File Number: 13318-1

Association of North America) , a Pennsylvania Nonprofit Corporation, granted and conveyed unto Residential Rehabilitation Corporation, a Pennsylvania Business Corporation by deed dated July 30, 2001 and recorded January 3, 2002 in the Recorder's Office of said County in Deed Book Volume 11237 Page 580.

909 West Street, Pittsburgh, PA 15221 Permanent Parcel No.: 175-R-186-2

Parcel No: