

# 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

ORT Form 4690 8-1-16  
ALTA Commitment for Title Insurance

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. Effective Date: June 26, 2018 at 07:59 AM
2. Policy or Policies to be issued:
 

	Amount
(a) ALTA 2006 Owner's Policy, as modified by TIRBOP Proposed Insured: To Be Determined	\$ TBD
(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:  
413 Penn West Associates, LLC, a Pennsylvania limited liability company, a sixteen and two-thirds percent (16 2/3%) tenant-in-common interest, and PWOB, LLC, a Pennsylvania limited liability company, a thirty-three and one-third percent (33 1/3%) tenant-in-common interest and DJT Arlen Five, LLC, a Pennsylvania limited liability company, a fifty percent (50%) tenant-in-common interest.

Being the same property which Michael Litman, record owner of a fifty percent (50%) tenant-in-common interest, and James W. McCarthy, record owner of a thirty-three and one-third percent (33 1/3%) tenant-in-common interest (including t/d/b/a "Penn West Office Building"), granted and conveyed unto PWOB, LLC, a Pennsylvania limited liability company, a thirty-three and one-third percent (33 1/3%) tenant-in-common interest and DJT Arlen Five, LLC, a Pennsylvania limited liability company, a fifty percent (50%) tenant-in-common interest by deed dated December 31, 2011 and recorded February 8, 2012 in the Recorder's Office of said County in Deed Book Volume 14807 Page 450.

Being the same property which Four Thirteen Limited Partnership, successor to H. Raymond Litman, Deceased (also being part of those persons and /or entities t/d/b/a "Penn West Office Building"), granted and conveyed unto 413 Penn West Associates, LLC, a Pennsylvania limited liability company, a sixteen and two-thirds percent (16 2/3%) tenant-in-common interest by deed dated December 31, 2011 and recorded September 20, 2017 in the Recorder's Office of said County in Deed Book Volume 16948 Page 353.


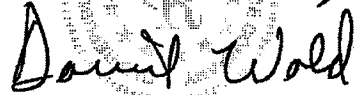
4. The land referred to in the Commitment is described as follows:  
For informational purposes only:  
West Street  
Pittsburgh, Pennsylvania

SEE ATTACHED SCHEDULE C FOR LEGAL DESCRIPTION

Strassburger McKenna Gutnick & Gefsky

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

By:                     SPECIMEN                      
Strassburger McKenna Gutnick & Gefsky

By:  President  
Attest:  Secretary

**COMMITMENT  
SCHEDULE B - SECTION 1**

File Number: 13318

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 413 Penn West Associates, LLC, a Pennsylvania limited liability company, PWOB, LLC, a Pennsylvania limited liability company and DJT Arlen Five, LLC, a Pennsylvania limited liability company to Successful Bidder, for a consideration of \$TBD.

9. The following items are to be satisfied and/or released of record:

Mortgage:  
(None)

Related Instruments:

a. Assignment of Tenant Leases and Rents by James W. McCarthy, Michael A. Litman and H. Raymond Litman, d/b/a Penn West Office Building, in favor of Comserv, Inc., a Pennsylvania corporation, dated April 25, 1991 and recorded April 26, 1991 with the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 8464, Page 501. (Note: The Mortgage associated with the above document that was recorded April 26, 1991, was satisfied on September 1, 2000, at Mortgage Book Volume 20054, Page 5)

b. Assignment of Ground Sub-Sublease by James W. McCarthy, Michael A. Litman and H. Raymond Litman, d/b/a Penn West Office Building, in favor of Comserv, Inc., a Pennsylvania corporation, dated April 25, 1991 and recorded April 26, 1991 with the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 8464, Page 520. (Note: The Mortgage associated with the above document that was recorded April 26, 1991, was satisfied on September 1, 2000, at Mortgage Book Volume 20054, Page 5)

10. Judgments:  
(None)

11. Mechanic's and Municipal Claims:  
(None)

12. Additional Requirements:

13. As to 413 Penn West Associates, LLC, a Pennsylvania limited liability company, the following must be submitted:

a. Good Standing Certificate

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

File Number: 13318

- b. Certified copy of the Certificate of Organization and Operating Agreement and any amendments
- c. Proof must be submitted that a majority of the managers or member have consented to the proposed conveyance
- d. If the proposed conveyance contravenes the certificate of organization or operating agreement, proof must be submitted that all managers, or member have consented to the conveyance.
- e. Proof of authority to execute the proposed deed must be submitted.
- f. Taxes settled by the Commonwealth of Pennsylvania against grantor limited liability company, if any. A lien certificate will be ordered by our office from the Department of Revenue.

NOTE: This Company reserves the right to make additional requirements and/or exceptions upon review of the documents required above.

14. As to PWOB, LLC, a Pennsylvania limited liability company, the following must be submitted:

- a. Good Standing Certificate
- b. Certified copy of the Certificate of Organization and Operating Agreement and any amendments
- c. Proof must be submitted that a majority of the managers or member have consented to the proposed conveyance
- d. If the proposed conveyance contravenes the certificate of organization or operating agreement, proof must be submitted that all managers, or member have consented to the conveyance.
- e. Proof of authority to execute the proposed deed must be submitted.
- f. Taxes settled by the Commonwealth of Pennsylvania against grantor limited liability company, if any. A lien certificate will be ordered by our office from the Department of Revenue.

NOTE: This Company reserves the right to make additional requirements and/or exceptions upon review of the documents required above.

15. As to DJT Arlen Five, LLC, a Pennsylvania limited liability company, the following must be submitted:

- a. Good Standing Certificate
- b. Certified copy of the Certificate of Organization and Operating Agreement and any amendments
- c. Proof must be submitted that a majority of the managers or member have consented to the proposed conveyance
- d. If the proposed conveyance contravenes the certificate of organization or operating agreement, proof must be submitted that all managers, or member have consented to the conveyance.
- e. Proof of authority to execute the proposed deed must be submitted.
- f. Taxes settled by the Commonwealth of Pennsylvania against grantor limited liability company, if any. A lien certificate will be ordered by our office from the Department of Revenue.

NOTE: This Company reserves the right to make additional requirements and/or exceptions upon review of the documents required above.

- 16. CHILD SUPPORT ENFORCEMENT: Child Support Records were not searched as to 413 Penn West Associates, LLC , DJT Arlen Five, LLC, and PWOB, LLC.
- 17. BANKRUPTCY: No open cases found in the U.S. Bankruptcy Court, Western District of Pennsylvania.
- 18. FEDERAL DISTRICT COURT: No open cases found in the United States District Court, Western District of Pennsylvania.
- 19. Record satisfactory executed release or subordination of the reverter in favor of The Redevelopment Authority of Allegheny County against Columbia Hospital, recorded June 11, 1970, lien number Deed Book Volume 4848 Page 201 of Allegheny County Records.

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

File Number: 13318

**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

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. 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.

8. 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.
9. 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.
10. 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.
11. All matters shown on the plan for caption premises.
12. Terms, conditions, and/or limitations of recital of rights regarding overhanging roof contained in the deed recorded on May 6, 1953, as Deed Book Volume 3244 Page 694 of Allegheny County, Pennsylvania Records.
13. Covenants, conditions, and restrictions contained in deed recorded on June 11, 1970 as Deed Book Volume 4848 Page 201 in the Allegheny County, Pennsylvania Records. Deleting 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.
14. Agreement for reciprocal easements 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.



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

File Number: 13318

15. Covenants, conditions, and restrictions contained in deed recorded on May 27, 1988 as Deed Book Volume 7793 Page 1 in the Allegheny County, Pennsylvania Records. Deleting 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.
16. Covenants, conditions, and restrictions contained in deed recorded on April 26, 1991 as Deed Book Volume 8464 Page 578 in the Allegheny County, Pennsylvania Records. Deleting 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.
17. Agreement for restrictive covenants by and between Penn West Office Building and Michael Litman and H. Raymond Litman and James W. McCarthy recorded on April 26, 1991 as Deed Book Volume 8464 Page 585 of Allegheny County, Pennsylvania 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

ALL of the following described parcels of land situate in the Borough of Wilkinsburg, County of Allegheny and Commonwealth of Pennsylvania:

ALL THAT CERTAIN lot or parcel of ground situate in the Third Ward of the Borough of Wilkinsburg, County of Allegheny and Commonwealth of Pennsylvania, being Lot Nos. 7, 8, 9 10, 11, 12, 13 and 14 in the John D. McCune Plan of Lots and recorded in the Recorder's Office of said County in Plan Book Volume 7 page 143, and being Lot Nos. 11 and 12 in Section 10 of the Pittsburgh Bank for Savings Plan of Lots as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 7 page 249, and being the reversionary interest to those portions of Hans Way and Vincent Way as shown in the above mentioned Plan of Lots as vacated per Borough of Wilkinsburg Ordinance No. 1808 as later amended by Ordinance No. 1809, said parcel being more particularly bounded and described as follows, to wit:

BEGINNING at a point at the intersection of the Easterly side of West Street, 50 feet in width, with the Southerly side of Ross Street, 50 feet in width: thence along the Southerly side of Ross Street, South 64 degrees 25 minutes 00 seconds East for a distance of 120.0 feet to a point on the Westerly side of Hans Way, 20 feet in width; thence along the westerly side of Hans Way, south 25 degrees 35 minutes 00 seconds West, a distance of 142.00 feet to a point on the southerly side of Vincent Way, 20 feet in width; thence along the Southerly side of Vincent Way, South 64 degrees 25 minutes 00 seconds East, a distance of 45.00 feet to a point, said point being at the corner of Lot Nos. 14 and 15 in the John O. McCune Plan of Lots; thence along the dividing line between Lot Nos. 14 and 15, in said Plan, South 25 degrees 35 minutes 00 seconds West a distance of 122.59 feet to a point on the Northerly side of South Street, 50 feet in width; thence along the Northerly side of South Street, North 64 degrees 21 minutes 36.5 feet West, a distance of 165.00 feet to a point on the Easterly tide of West Street; thence along the Easterly side of West Street, North 25 degrees 35 minutes 00 seconds East a distance of 264.50 feet to a point on the Southerly side of Ross Street, said point being the point of beginning.

CONTAINING 0.8555 acre.

BEING designated as Block 175-R, Lots 70, 79 and 183 in the Deed Registry Office of Allegheny County, Pennsylvania.

Being the same property which Michael Litman, record owner of a fifty percent (50%) tenant-in-common interest, and James W. McCarthy, record owner of a thirty-three and one-third percent (33 1/3%) tenant-in-common interest (including t/d/b/a "Penn West Office Building"), granted and conveyed unto PWOB, LLC, a Pennsylvania limited liability company, a thirty-three and one-third percent (33 1/3%) tenant-in-common interest and DJT Arlen Five, LLC, a Pennsylvania limited liability company, a fifty percent (50%) tenant-in-common interest by deed dated December 31, 2011 and recorded February 8, 2012 in the Recorder's Office of said County in Deed Book Volume 14807 Page 450.

Being the same property which Four Thirteen Limited Partnership, successor to H. Raymond Litman, Deceased (also being part of those persons and /or entities t/d/b/a "Penn West Office Building"), granted and conveyed unto 413 Penn West Associates, LLC, a Pennsylvania limited liability company, a sixteen and two-thirds percent (16 2/3%) tenant-in-common interest by deed dated December 31, 2011 and recorded September 20, 2017 in the Recorder's Office of said County in Deed Book Volume 16948 Page 353.

0 West Street, Pittsburgh, PA 15221

Permanent Parcel No.: 175-R-183

Permanent Parcel No.: 175-R-79

Permanent Parcel No.: 175-R-70

Parcel No: