



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 EXTRA CONTRACTUAL 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
Stephen P Bik, Esq.
90 Front St, Suite C202
Worcester, MA 01608

July 21, 2022 SPB

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

By *C Monroe* President
Attest *David Wald* Secretary

Stephen P Bik

Authorized Signatory

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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File Number: 2022-17
Loan Number:

Schedule A

ALTA COMMITMENT

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Commitment Number:

File Number: 2022-17

1. Commitment Date: **at**

2. Policy to be issued:

(a) ALTA Owner's Policy (6-17-06)
Proposed Insured: Worcester Redevelopment Authority
Proposed Policy Amount: **\$3,000,000.00**

(b) ALTA Loan Policy (6-17-06)
Proposed Insured:

Proposed Policy Amount:

(c) _____ ALTA _____ Policy
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 estate or interest in the Land is at the Commitment Date vested in:

Worcester Redevelopment Authority by virtue of a deed, dated _____, 2022 and recorded in Worcester Registry of Deeds in Book _____, Page _____.

5. The Land is described as follows:

484 Main Street, in the City/Town of Worcester, County of Worcester, Commonwealth of Massachusetts 01608, and is described as set forth in "Exhibit A" attached hereto and made a part hereof.

July 21, 2022 SIA

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.

The 2016 ALTA Commitment For Title Insurance (ORT Form 4690), consisting of the Notice, Commitment To Issue Policy, and Commitment Conditions, is hereby incorporated by reference with the same force and effect as if all provisions were fully set forth herein. A copy of said 2016 Commitment For Title Insurance (ORT Form 4690) will be provided upon request.

Old Republic National Title Insurance Company

Authorized Signatory



Schedule B-I

ALTA COMMITMENT

File Number: 2022-17
Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

a. Duly authorized and executed Deed from vesting Fee Simple title in City of Worcester.

NOTE: Deed to contain appropriate recitation of grantor's marital status together with appropriate and applicable release of homestead rights or recitation of non-applicability of homestead laws acceptable to Company.

b. Duly authorized and executed Mortgage from City of Worcester in favor of securing an insured loan in the amount of \$.00.

NOTE: Mortgage to contain appropriate recitation of grantor's marital status together with appropriate and applicable release of homestead rights or recitation of non-applicability of homestead laws acceptable to Company.

5. Payment of all taxes, charges, and assessments levied and/or assessed against the subject premises, which are due and payable as of the date of the policies to be issued.
6. A final title rundown from the Effective Date of this Commitment to the date and time of recording the Deed and/or Mortgage referred to above.
7. The proposed closing transaction may be subject to the reporting requirements set forth in a Geographic Targeting Order issued pursuant to the Bank Secrecy Act, therefore the Company reserves the rights to require additional information and documentation in order to comply with said Order.
8. Discharge or release of liens, mortgage(s) and/or encumbrances as set forth below:

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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.



Schedule B-I
ALTA COMMITMENT

File Number: 2022-17
Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Requirements

9. DENHOLM COMMITMENT REQUIREMENTS

- a. Obtain Certificates stating all common charges to the Trustees of the Denholm Condominium Trust are paid to date of closing.
- b. Obtain properly executed and authorized Certificate of Removal of Condominium from terms and provisions of Massachusetts General Laws Chapter 183A, as amended.
- c. Obtain properly executed and authorized Deed from all Unit Owners to the City of Worcester, acting by and through the Worcester Redevelopment Authority.
- d. Properly executed and authorized Discharge of Mortgage by TD Bank, N.A. of Mortgage from Faith Fellowship Ministries International recorded in Book 52748, Page 133.
- e. Properly executed and authorized Discharge of Assignment of Leases and Rents to TD Bank, N.A., from Faith Fellowship Ministries International recorded Book 52748, Page 152.
- f. Obtain a Certificate of Change of Name for Big Brothers Big Sisters of Central Mass/Metrowest, Inc., formerly known as Big Brothers/Big Sisters of Worcester County, Inc.
- g. Obtain a Certificate of Name Change for Easter Seals of Massachusetts, Inc., formerly known as Massachusetts Easter Seal Society, Inc.
- h. Obtain a Certificate of Name Change for Faith Fellowship, formerly known as Faith Fellowship Ministries, Inc.

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File Number: 2022-17

Loan Number:

Schedule B-I

ALTA COMMITMENT

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Requirements

- i. Obtain a Certificate of Good Standing/Legal Existence for 484 Main, LLC.
- j. Obtain such other documents as are customarily executed by a Seller in connection with the sale of real estate in the Commonwealth of Massachusetts and as may be requested by the Worcester Redevelopment Authority.
- k. Termination of Notice of lease by Denholm Condominium Trust to Performing Arts School of Worcester with a term if seventy-five was commencing April 30, 1990, and recorded in Book 12762, Page 361, which covers a portion of the condominium property, located on the easterly side of High Street. See sketch attached to said Lease of record

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Schedule B-I
ALTA COMMITMENT

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400 Second Avenue South
Minneapolis, Minnesota 55401

Requirements

10. DENHOLM COMMITMENT ENCUMBRANCES

- a Party wall rights as set forth in instruments recorded in Book 812, Page 459, Book 1066, Page 207, and Book 1168, Page 367, and 2123, Page 147 respectively, as the same affect Parcel A only; there are buildings which are abutting which share a common wall.
- b Rights of abutters, Wornat Development Corporation, Worcester County National Bank, Nobility Hill Realty Corporation, their successors and assigns in title, and the public, in and to Chase Court, and rights of others in and to utility easements of various types in Chase Court. See plan recorded Plan Book 502, Plan 120.
- c The rights of way, rights in ways, party wall obligations, rights of encroachment and the exception with respect to the gasoline pump, accessories thereto, and tank as set forth in a deed from Denholm and McKay Company to Howard N. Feist, Jr. et al, Trustees of The Mayflower Properties Trust, dated December 1, 1969, and recorded in Book 4996, Page 373.
- d "Easement E-1" and Easement E-2" in a Taking by the City of Worcester dated August 3, 1954, and recorded in Book 3611, Page 453, as the same affects Parcel II only. Said Easements are shown as Chatham Place and Houchin Street on plan in Plan Book 199, Plan 23; See affidavit by the Trustees of Denholm Condominium Trust attached hereto that the property has been used as a parking lot as part of the common areas of the Condominium without interference of any claims of the rights of others in the areas described as "Easement E-1 and Easement E-2". This policy to be issued will affirmatively insure against any claims of the rights of others as set forth in said affidavit.

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Schedule B-I

ALTA COMMITMENT

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Requirements

- e The following matters, affecting Parcel A, disclosed by the survey plan by A.F. Paige Associates, Registered Engineers & Land Surveyors dated December 22, 1980 and entitled "Land in Worcester, Massachusetts Chatham Properties Associates", (a) encroachment by roof of building overhanging into Main Street; (b) encroachment by building foundation extending under sidewalk into Main Street; (c) party wall along southerly bound of the premises abutting land ascribed to "Wornat Development Corp." (now whomever the successors in title may be); (d) portion of building along southerly bound of the premises near Chase Court encroaches upon land ascribed to "Wornat Development Corp."; (e) telephone cables and electric utility lines, with appurtenant manholes located within Chase Court; (f) wall of building encroaches 1.60 feet into High Street; (g) 1 1-1/4" gas main servicing building on the premises from High Street; (h) building on premises encroaches .025 feet into High Street; (i) encroachment by roof of building overhanging into High Street and the triangular parcel of land described in Item 15 of Schedule B hereof; (j) building on premises encroaches 0.78 feet onto the triangular parcel of land described in Item 15 of Schedule B hereof; (k) guard rail and chain link fence on retaining wall which encroaches upon the northerly portion of the premises from land ascribed to "Nobility Hill Realty Trust"; (l) 4" C.I. Drain runs from land of Nobility Hill Realty Trust onto the northerly portion of the premises; and (m) 16" party wall along northerly bound of the premises abutting land ascribed to "Nobility Hill Realty Trust."
- f. Rights and easements granted Performing Arts School of Worcester, Inc. by instrument dated September 18, 1984, and recorded in Book 8368, Page 111.
- g Right of Way and Easement Agreement between Trustees of Denholm Condominium Trust and Williams Communications LLC recorded in Book 25594, Page 296.
- h Easement for ingress and egress to 6-8 Chatham Street LLC as in Book 46154, Page 225.
- i Memorandum of Lease originally from Chatham Properties Association, Limited Partnership to United States Postal Service, commencing on May 8, 1993, ending on May 7, 2003, with four 5-year renewal options: subsequent assignments, the final being to said PPMV Partnership, LP dated November 21, 2003 and recorded in Book 16706, Page 388: affected by an Assignment of Leases and Rents to Paragon National Bank dated June 26, 2008 and recorded in Book 44119, page 32.

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Schedule B-II
ALTA COMMITMENT

File Number: 2022-17
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Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

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 facts, rights, interest, or claims of persons or parties in possession, which are not shown by the public record.
2. Any encroachment, encumbrance, violation, variation, discrepancy, conflict in boundary lines, shortage in area, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and which are not shown by the public records.
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. Liens for real estate taxes for the current fiscal year, which are not yet due and payable, and liens for any unpaid municipal assessments, water, and sewer charges, if any.
5. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for common area assessments, options, powers of attorney and limitations on title, created by or set forth or described in the condominium law of the State in which the unit is located, the Unit Deed, the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, Site Plans as duly recorded in the appropriate land records as the same may have been lawfully amended, and in any instruments creating the estate or interest insured by this policy.
6. 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.

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File Number: 2022-17
Loan Number:

Exhibit A
ALTA COMMITMENT

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Legal Description

PARCEL I:

Land with the buildings thereon situated on the westerly side of Main Street, the easterly side of High Street, and the northeasterly side of Aldrich Street in the City of Worcester, County of Worcester, Commonwealth of Massachusetts, bounded and described as follows:

BEGINNING at a point in the easterly line of High Street at the southwesterly corner of the herein described premises, said point being N. 14° 16' 17" E. a distance of fifty-nine and fifty hundredths (59.50) feet from the intersection of the northerly line of Chatham Street with the easterly line of High Street;

N. 14° 16' 17" E. by High Street, one hundred eleven and fifty-one hundredths (111.51) feet to the intersection of the easterly line of High Street with the northeasterly line of Aldrich Street;

N. 14° 16' 17" E. thirty and ninety-six hundredths (30.96) feet to a railroad spike;

S. 83° 52' 13" E. one hundred twenty-two and seventy-seven hundredths (122.77) feet to a drill hole;

N. 25° 31' 02" E. fourteen and eighty-seven hundredths (14.87) feet to a point;

S. 71° 11' 18" E. fifteen and sixty hundredths (15.60) feet to a drill hole;

S. 17° 45' 13" W. one and eighty-eight hundredths (1.88) feet to a point;

S. 71° 41' 10" E. by the southerly face of a building, forty-eight and twenty hundredths (48.20) feet to a point in the westerly line of Chase Court;

S. 71° 41' 10" E. crossing Chase Court, thirty and thirty-four hundredths (30.34) feet to a point;

S. 72° 43' 21" E. by the centerline of a 16" party wall, one hundred thirty-six and thirty-four hundredths (136.34) feet to a point in the westerly line of Main Street; the last eight courses being by land of Nobility Hill Realty Trust;

S. 17° 51' 39" W. by Main Street, twenty-two and fifty-four hundredths (22.54) feet to a point;

S. 25° 54' 40" W. by Main Street, ninety-seven and fifty-six hundredths (97.56) feet to a point;

S. 28° 12' 40" W. by said Main Street, fifty-four and seventy-three hundredths (54.73) feet to a point;

N. 67° 10' 36" W. by the face of a remaining party wall and land owned now or formerly by Womat Development Corporation, one hundred thirty-six and forty-two hundredths (136.42) feet to a point in the easterly line of Chase Court;

S. 23° 35' 01" W. by land of said Womat Development Corp. twenty-four and sixty-five hundredths (24.65) feet to a point;

S. 23° 09' 01" W. by land owned now or formerly by Morris H. Chafetz and Samuel Chafetz, seventy-three and fifteen hundredths (73.15) feet to a point in the northerly line of Chatham Street.

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Exhibit A
ALTA COMMITMENT

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Legal Description

N. 65° 55' 59" W. by Chatham Street and crossing Chase Court, thirty and no hundredths (30.00) feet to a point;
N. 23° 09' 01" E. by Chase Court and the easterly face of a building standing on Parcel "B", seventy-two and seventy-nine hundredths (72.79) feet to a point;
N. 23° 35' 01" E. by the westerly line of Chase Court easterly face of said building, sixty-five and forty-nine hundredth (65.49) feet to a point;
N. 71° 40' 48" W. by a line separating the buildings standing on Parcel "A" and Parcel "B", fifty-four and ninety-one hundredths (54.91) feet to a point;
S. 15° 40' 25" W. by the westerly face of the building standing on Parcel "B", twenty and thirty-two hundredths (20.32) feet to a point;
N. 74° 35' 04" W. by the northerly face of said building, twenty-two and forty-eight hundredths (22.48) feet to a point;
S. 15° 28' 36" W. by the westerly face of said building, twenty-six and ninety-one hundredths (26.91) feet to a point;
S. 74° 38' 55" E. by the southerly face of said building, twenty-one and ninety-eight hundredths (21.98) feet to a point;
S. 15° 30' 25" W. by the westerly face of said building, ten and thirty-six hundredths (10.36) feet to a point;
S. 24° 26' 18" W. by the westerly face of said building, twelve and ninety-eight hundredths (12.98) feet to a point; and
N. 68° 12' 57" W. by Parcel "B" one hundred four and twenty-three hundredths (104.23) feet to the point of beginning.

Containing fifty-five thousand two hundred thirty-four (55,234) square feet of land or one and two hundred sixty-eight thousandths (1.268) acres and being shown as Parcel "A" on a plan of land in Worcester, Massachusetts, owned by Chatham Properties Associates, dated May 25, 1982, and prepared by A.F. Paige Associates, Registered Engineers and Land Surveyors, Worcester, Massachusetts, and recorded with the Registry in Plan Book 502, Plan 120.

Together with all rights, title, and interest in that portion of Old High Street (now abandoned) abutting land of Nobility Hill Realty Trust, bounded and described as follows:

BEGINNING at the point of intersection of the easterly line of High Street with the northeasterly line of Aldrich Street;

N. 17° 05' 15" W. by Aldrich Street, thirty-six and twenty-four hundredths (36.24) feet to a point;
S. 75° 43' 43" E. by land of Nobility Hill Realty Trust, eighteen and eighty-six hundredths (18.86) feet to a railroad spike; and
S. 14° 16' 17" W. by the old line of High Street, thirty and ninety-six hundredths (30.96) feet to the point of beginning.

Containing two-hundred ninety-one and nine tenths (291.9) square feet of land and subject to rights of Nobility Hill Realty Trust in a deed recorded with the Registry in Book 5279, Page 88.

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Exhibit A
ALTA COMMITMENT

File Number: 2022-17
Loan Number:

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Legal Description

PARCEL II:

Land situated on the easterly side of Irving Street, the southerly side of Chatham Street, and the westerly side of Houchin Avenue in the City of Worcester, County of Worcester, Commonwealth of Massachusetts, bounded and described as follows:

BEGINNING at the intersection of the westerly line of Houchin Avenue with the southerly line of Chatham Street at the northeasterly corner of the herein described premises;

- N. 84° 20' 00" W. by Chatham Street, one hundred fourteen and eighty- seven hundredths (114.87) feet to a point;
- S. 05° 33' 11" W. by land now or formerly owned by Herbert G. Ingram, one hundred eighty-four and sixty-one hundredths (184.61) feet to a point;
- N. 84° 17' 15" W. by land now or formerly of said Ingram, fifteen and fifty-two hundredths (15.52) feet to a point;
- N. 84° 27' 02" W. by land now or formerly of said Ingram, one hundred and eighty-two hundredths (100.82) feet to a point in the easterly line of Irving Street;
- S. 05° 42' 15" W. by Irving Street, one hundred twenty and twenty hundredths (120.20) feet to a point;
- S. 13° 02' 18" W. by Irving Street, fifty-four and twenty-six hundredths (54.26) feet to a point at land now or formerly owned by Wilfred J. Mangold;
- S. 76° 38' 39" E. by land of said Mangold, land now or formerly owned by John E. and Lulu M. Tracy, and land now or formerly owned by Edrich Temple, one hundred fifteen and sixty-three hundredths (115 .63) feet to a point;
- N. 12° 35' 21" E. by land now or formerly owned by Worcester Brush Co., forty-nine and seventy-four hundredths (49.74) feet to a point;
- S. 73° 24' 00" E. by said Worcester Brush Co. land, seventy-five and twenty-nine hundredths (75.29) feet to point at the southwesterly terminus of Houchin Avenue; and
- N. 12° 57' 36" E. by Houchin Avenue, three hundred forty-one and ninety- three hundredths (341.93) feet to the point of beginning.

Containing fifty-two thousand two hundred twenty-five (52,225) square feet of land or one and one hundred ninety-nine thousandths (1.199) acres and being shown on a plan of land entitled, "Land in Worcester, Mass. owned by Chatham Properties Associates," dated December 22, 1982, and prepared by A.F. Paige Associates, Registered Engineers and Land Surveyors, Worcester, Massachusetts, and recorded with the Registry in Plan Book 502, Plan 11 9.

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.