



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**


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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Kenneth D. DeGiorgio, President

By: 

Lisa W. Cornehl, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- 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 is not liable for any other amendment to this Commitment.

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**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 is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

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

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**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

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

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

Issuing Agent: First American Abstract of PA  
Issuing Office: 945 Berkshire Blvd, Suite 101, Wyomissing, PA 19610  
Issuing Office's ALTA® Registry ID: 1002502  
Loan ID No.:  
Commitment No.: W-503869-PS-1  
Issuing Office File No.: W-503869-PS  
Property Address: Premises 1: 1856 Weavertown Road, Douglassville, PA 19518  
Premises 2: 1858 Weavertown Road, Douglassville, PA 19518  
Premises 3: Weavertown Road, Douglassville, PA 19518  
Premises 4: 1860 Weavertown Road, Douglassville, PA 19518  
Premises 5: 243 Geiger Road, Douglassville, PA 19518

**SCHEDULE A**

1. Commitment Date: May 19, 2025
2. Policy to be issued:
  - a. ALTA Owners Policy (07/01/2021)  
Proposed Insured: Merritt's Antiques, Inc.  
Proposed Amount of Insurance: TBD  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Merritt's Antiques, Inc., a Pennsylvania Corporation
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Richard C. Weeber  
Authorized Signatory  
First American Abstract of PA

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## SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Original photo identification for all parties to the transaction must be provided.
6. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
7. Town, County and School Taxes and Water and Sewer Rents for the prior three years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.
8. The Company may make other requirements or exceptions upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.
9. Pennsylvania Department of Human Services requires social security numbers to complete searches for child support arrears. Issuing agent/office must conduct such searches, and if arrearages are found, issuing agent/office must obtain a Certificate for Domestic Relations.
10. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).

Assessment: \$165,500.00

Parcel No.: 24535508984839

Assessment: \$428,100.00

Parcel No.: 24535508983567

Assessment: \$38,700.00

Parcel No.: 24535508987408 and 24535508987408T01  
(Mobile Home)

Assessment: \$337,900.00

Parcel No.: 24535508984485

Assessment: \$296,400.00

Parcel No.: 24535516840403

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## SCHEDULE B, PART I

(Continued)

11. Mortgage from Merritt's Antiques, Inc. to National Penn Bank, in the original principal amount of \$1,000,000.00 dated November 11, 1998 and recorded February 10, 1999, in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania, in Book 3037, Page 1640. (PREMISES 1)
12. JUDGMENTS: NONE
13. As to Merritt's Antiques, Inc., the following must be provided to Company:
  - a. Certificate of Organization and any amendments thereto of the aforesaid limited liability company to be produced and filed with this Company.
  - b. The Operating Agreement and any amendments thereto of the aforesaid limited liability company to be produced and filed with this Company.
  - c. Taxes settled by the Commonwealth of Pennsylvania against the aforesaid limited liability company.
  - d. Unsettled taxes due the Commonwealth of Pennsylvania by the aforesaid limited liability company not presently a lien; all of which when assessed or settled, if not paid, will constitute a first lien against any fund produced at a judicial sale.

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## SCHEDULE B, PART II - EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
4. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Possible tax increase based on additional assessments.
7. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein.
8. Any reservation, restriction, limitations, conditions or agreements set forth in the instrument by which title is vested in the insured.
9. Rights granted to Metropolitan Edison Company recorded in:
  - a) Misc. Book 156 pages 108, 109 & 702. (PREMISES 5)
  - b) Misc. Book 162 page 385 (PREMISES 1)
  - c) Misc. Book 163 page 450 (PREMISES 5)
  - d) Misc. Book 252 page 262 (PREMISES 5)
  - e) Misc. Book 254 pages 164 & 166 (PREMISES 1 & 2)
  - f) Misc. Book 260 page 1013 (PREMISES 1 & 2)
  - g) Misc. Book 270 pages 67 & 247 (PREMISES 2 & 4)
  - h) Misc. Book 275 page 75 (PREMISES 1)
  - i) Misc. Book 282 page 936 (PREMISES 3)
  - j) Misc. Book 296 page 247 (PREMISES 5)
10. Rights granted to The Conestoga Telephone and Telegraph Company recorded in Misc. Book 319 page 378. (PREMISES 5)
11. Conditions shown on the plan recorded in Plan Book 142 page 3. (PREMISES 3)

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## SCHEDULE B, PART II

(Continued)

12. Conditions shown on the plan recorded in Plan Book 183 page 25. (PREMISES 1)
13. Conditions shown on the plan recorded as Instrument No. 2014029164. (PREMISES 2 & 5)
14. Berks County Clean and Green Valuation Application recorded in Record Book 5375 page 1028. (PREMISES 5)
15. Deed of Easement between Merritt's Antiques, Inc., Robert J. Merritt, Sr. and Mary L. Merritt, his wife, and Robert L. Casner, Jr. and Jeanne E. Casner, his wife, dated March 16, 1967 and recorded in Misc. Book 267 page 1035. (PREMISES 1, 2, 3 & 4)
16. Declaration of Easements on certain property of Merritt's Antiques, Inc., in Amity Township, Berks County, Pennsylvania, recorded as Instrument No. 2014027381.
17. Amendment to Declaration of Easements on certain property of Merritt's Antiques, Inc., in Amity Township, Berks County, Pennsylvania, recorded as Instrument No. 2015005649.

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File No.: W-503869-PS

The Land referred to herein is described as follows:

Premises 1:

ALL THAT CERTAIN tract or piece of land together with a two-story stucco dwelling, and other improvements erected thereon, located on the South side of SR No. 2041 known as Weavertown Road, a portion of this property being Lot No. 8 as shown on the Final Plan of the "Burkholder Subdivision", recorded in Plan Book 183 page 25, Berks County Records, as shown on Property Survey Plan No. TRG-D-6244-2 dated October 31, 1994, prepared by Thomas R. Gibbons & Associates, Inc. of Reading, Pennsylvania, situate in the Township of Amity, Berks County, Pennsylvania, being more fully bounded and described as follows:

BEGINNING at a p.k. spike in SR No. 2041 known as Weavertown Road, a corner of Lot No. 7 and Lot No. 8 of the "Burkholder Subdivision", said point being the northwesternmost corner of the herein described tract of land; thence extending in a southeasterly direction along Weavertown Road the three courses and distances: (1) On a line bearing South 58 degrees 36 minutes 49 seconds East a distance of 157.58 feet to a p.k. spike; (2) On a line bearing South 60 degrees 05 minutes 04 seconds East a distance of 121.33 feet to a p.k. spike; and (3) On a line bearing South 64 degrees 43 minutes 42 seconds East a distance of 17.00 feet to a p.k. spike a corner of property belonging to Robert L. Casner and Catherine R. Casner, his wife; thence extending in a southwesterly direction partially along property belonging to Robert L. Casner and Catherine R. Casner, his wife, partially along Lot No. 2 on the Final Plan of "Casner Corner", recorded in Plan Book 142 page 3, and partially along property belonging to Merritt's Antiques, Inc., on a line bearing South 13 degrees 01 minute 18 seconds West, a distance of 640.20 feet to a p.k. spike, a corner of the Residue Parcel on the Final Plan of "Casner Corner", Plan Book 142 page 3; thence extending in a northwesterly direction along the Residue Parcel of the Final Plan of "Casner Corner" on a line bearing North 72 degrees 58 minutes 42 seconds West, a distance of 17.14 feet to a p.k. spike, a corner of property belonging to Merritt's Antiques, Inc.; thence extending along property belonging to Merritt's Antiques the two courses and distances: (1) In a northeasterly direction on a line bearing North 13 degrees 01 minute 18 seconds East, a distance of 443.87 feet to a p.k. spike; and (2) In a northwesterly direction on a line bearing North 76 degrees 58 minutes 42 seconds West, a distance of 115.61 feet to a steel pin a corner of property belonging to Merritt's Antiques, Inc.; thence extending along property belonging to Merritt's Antiques, Inc. the three courses and distances: (1) In a southwesterly direction on a line bearing South 68 degrees 31 minutes 18 seconds West a distance of 10.00 feet to a steel pin; (2) In a southwesterly direction on a line bearing South 13 degrees 01 minute 18 seconds West a distance of 96.00 feet to a steel pin; and (3) In a northwesterly direction on a line bearing North 74 degrees 44 minutes 37 seconds West a distance of 265.96 feet to a steel pin, a corner of Lot No. 7 in the "Burkholder Subdivision" recorded in Plan Book 183 page 25; thence extending in a northeasterly direction along Lot No. 7 on the aforementioned plan on a line bearing North 31 degrees 23 minutes 01 second East, passing through a steel pin on the South right-of-way line of Weavertown Road at a distance of 365.05 feet from the last described corner, a total distance of 395.05 feet to the place of BEGINNING.

CONTAINING IN AREA 2.579 acres of land.

PARCEL NO. 24535508984839

BEING THE SAME PREMISES which Robert J. Merritt, Jr., Martin E. Merritt, Anna A. Darrah, Marjorie E. Darrah, Frederick H. Burkholder and Investors Trust Company, Executors of the Estate of Mary L. Merritt, deceased by Deed dated February 14, 1995 and recorded March 7, 1995 in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania, in Book 2618, Page 1104, granted and conveyed unto Merritt's Antiques, Inc., a Pennsylvania corporation.

Premises 2:

## EXHIBIT A

(Continued)

### PURPART 1:

ALL THAT CERTAIN tract or parcel of land, together with the two and one-half story frame building and the several one and two story concrete block buildings used as store houses and other improvements thereon erected, said tract or parcel of land lying on the Westerly side of a seventeen feet wide driveway and Southwardly from Pennsylvania State Highway Legislative Route No. A-954, leading from Amityville to Weavertown, situate in the Township of Amity, Berks County, Pennsylvania, and being more fully bounded and described in accordance with a survey made July 19, 1967, by A.E. Naylor, Registered Surveyor, and as shown on said plan of survey hereto attached and made a part thereof as follows:

BEGINNING at a hub, in line of property now or late of Ezra Geiger and being a corner of residue property belonging to Mary L. Merritt, wife of Robert J. Merritt, said hub being South 22 degrees West, a distance of 230 feet, more or less, from a point in the center line of Pennsylvania State Highway Legislative Route No. A-954, leading from Amityville to Weavertown, as said distance is measured along the division lien between property now or late of Ezra Geiger and residue property belonging to Mary L. Merritt, wife of Robert J. Merritt; thence extending along residue property belonging to Mary L. Merritt, wife of Robert J. Merritt, South 68 degrees East, a distance of 115.61 feet to a point on the Westerly side of said seventeen feet wide driveway; thence extending along the Westerly side of said seventeen feet wide driveway, South 22 degrees West, a distance of 508 feet to an iron pin; thence extending along property now or late of Ezra Geiger, the two following bearings and distances: (1) leaving said seventeen feet wide driveway, North 62 degrees 45 minutes West, a distance of 116.20 feet to an iron pin; (2) North 22 degrees East, a distance of 497.33 feet to the place of beginning.

CONTAINING in area 1.334 acres of land.

### PURPART 2:

ALL THAT CERTAIN tract or parcel of ground, being a parcel of land, situate in Amity Township, Berks County, Pennsylvania, being shown on an Annexation Plan/Final Plan prepared by Boyer Engineering, LLC, as dated 03-05-2012, Last revised 04-02-2014, and being more fully described as follows:

BEGINNING at an iron pin at the common corner of Parcel 2, lands now or formerly Merritt's Antiques Inc. (Pin No. 24535508984839), and other lands now or formerly Merritt's Antiques Inc. (Pin No. 24535508984839); thence (1) Along Parcel 2, South 23 degrees 52 minutes 54 seconds West, 497.27 feet to a point; thence (2) Along the same and through a 20.00 feet wide access easement area for Merritt's Properties and Existing Easements of Adjoining Property Owners and a 25.00 feet wide Easement Reserved for Use and Development of Merritt's properties, South 60 degrees 52 minutes 49 seconds East, 116.20 feet to a point; thence (3) Along and through the same North 23 degrees 52 minutes 11 seconds East, 64.11 feet to a mag nail; thence (4) Through a 20.00 feet Access Easement Area for Merritt's Properties and existing Easements of Adjoining Property owners and a 25.00 feet wide Easement Reserved for Use and Development of Merritt's Properties, South 62 degrees 04 minutes 46 seconds East, 17.14 feet to a mag nail; thence (5) Along land now or formerly Merritt's Antiques, Inc. (Pin No. 24535508984485) and lands now or formerly George L. Sabo, South 23 degrees 52 minutes 14 seconds West, 298.74 feet to a concrete monument; thence (6) Crossing a 20.00 feet wide Access Easement Area for Merritt's Properties and existing Easement of Adjoining Property owners and along the southerly terminus of a 25.00 feet wide Easement Reserved for Use and Development of Merritt's Properties and along Parcel 1, North 66 degrees 03 minutes 45 seconds West, 298.52 feet to a concrete monument; thence (7) Along Parcel 1, North 23 degrees 59 minutes 04 seconds East, 246.49 feet to a concrete monument; thence (8) Along the same, South 66 degrees 00 minutes 07 seconds East, 135.18 feet to a concrete monument; thence (9) Along the same, North 23 degrees 52 minutes 54 seconds East, 396.58 feet to a concrete monument in line of lands of now or formerly Merritt's Antiques Inc. (Pin No. 24535508984839); thence (10) Along the same, South 63 degrees 54 minutes 33 seconds East, 22.03 feet to an iron pin; thence (11) Along the same, North 23 degrees 44 minutes 17 seconds East, 95.86 feet to an iron pin; thence (12) Along the same, North 79 degrees 42 minutes 03 seconds east, 10.00 feet to the first mentioned point and place of BEGINNING.

CONTAINING 1.99 acres of land.

PARCEL NO. 24535508983567

### AS TO PURPART 1:

BEING THE SAME PREMISES which Mary L. Merritt and Robert J. Merritt, her husband, by Deed dated July 27, 1967 and recorded July 27, 1967 in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania, in Book 1511, Page

## EXHIBIT A

(Continued)

739, granted and conveyed unto Merritt's Antiques, Inc., a Pennsylvania corporation.

### AS TO PURPART 2:

BEING THE SAME PREMISES which Mary L. Merritt and Robert J. Merritt, her husband, by Deed dated July 27, 1967 and recorded July 27, 1967 in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania, in Book 1511, Page 739, granted and conveyed unto Merritt's Antiques, Inc., a Pennsylvania corporation.

### Premises 3:

ALL THAT CERTAIN lot or piece of land together with a mobile home and other improvements erected thereon, located on the East side of a 20 foot wide right-of-way, South of Pennsylvania State Highway Legislative Route No. A2059, known as "Weavertown Road" and being Lot No. 2 on the Casner's Corner Subdivision, recorded in Plan Book 142 page 3, Berks County Records, and situate in the Township of Amity, Berks County, Pennsylvania, being more fully bounded and described as follows:

BEGINNING at a steel pin on the East side of a 20 foot wide right-of-way leading Southward from Pennsylvania State Highway Legislative Route No. A2059, known as Weavertown Road (60 feet wide) to a corner of property belonging to Robert L. Casner and Catherine R. Casner, his wife, said point being the Northwesternmost corner of the herein described Lot No. 2; thence extending along property belonging to Robert L. Casner and Catherine K. Casner, his wife, the following two courses and distances: (1) In a Southeasterly direction on a line bearing South 63 degrees 12 minutes 58 seconds East a distance of 326.63 feet to a steel pin; (2) In a Northeasterly direction on a line bearing North 14 degrees 45 minutes 33 seconds East a distance of 18.23 feet to a steel pin, a corner of property belonging to Phyllis Ann Casner; thence extending in a Southeasterly direction partially along property belonging to Phyllis Ann Casner and partially along Lot No. 1 on the above mentioned recorded plan on a line bearing South 65 degrees 01 minute 25 seconds East a distance of 143.29 feet to a steel pin, a corner of Lot No. 1; thence extending in a Southwesterly direction partially along Lot No. 1 and partially along residue property on the above mentioned recorded plan on a line bearing South 14 degrees 45 minutes 33 seconds West a distance of 237.26 feet to a steel pin, a corner of said residue property; thence extending in a Northwesterly direction along said residue property on a line bearing North 76 degrees 58 minutes 42 seconds West a distance of 300.80 feet to a steel pin in line of property belonging to Merritt's Antiques, Inc; thence extending along property belonging to Merritt's Antiques, Inc the following two courses and distances: (1) In a Northeasterly direction on a line bearing North 13 degrees 01 minute 18 seconds East a distance of 239.57 feet to a steel pin; (2) In a Northwesterly direction on a line bearing North 63 degrees 12 minutes 58 seconds West a distance of 154.43 feet to a P.K. spike on the East side of the above mentioned 20 foot wide right-of-way; thence extending in a Northeasterly direction along the East side of said 20 foot wide right-of-way on a line bearing North 13 degrees 01 minute 18 seconds East a distance of 50.00 feet to the place of beginning.

CONTAINING in area 2 acres of land, more or less.

PARCEL NO. 24535508987408 AND 24535508987408T01

BEING THE SAME PREMISES which Deborah J. Boyer by Deed dated May 15, 1992 and recorded May 27, 1992 in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania, in Book 2307, Page 2387, granted and conveyed unto Merritt's Antiques, Inc., a Pennsylvania corporation.

### Premises 4:

ALL THAT CERTAIN tract or parcel of land situate in the Township of Amity, Berks County, Pennsylvania, bounded and described in accordance with a survey by A.E. Naylor, Registered Surveyor, as follows:

BEGINNING at an iron pin on the easterly side of a 20 foot wide drive leading from a public road, said public road leading between Weavertown and Amityville, the aforesaid iron pin being on the boundary line between lands of Merritt's Antiques, Inc. and lands of Robert L. Casner, Jr. and being also distant 326 feet measured in a southwesterly direction along the said easterly boundary line of the 20 foot wide drive from the centerline of the aforementioned public road; thence leaving

## EXHIBIT A

(Continued)

the said drive and along said lands of Robert L. Casner, Jr., the following 3 courses and distances: (1) South 55 degrees East 153.94 feet to an iron pin; (2) South 22 degrees West 420.37 feet to an iron pin; North 68 degrees East 150 feet to an iron pin on the easterly side of the said 20 foot drive; thence along the said easterly side and along lands of Merritts Antiques, Inc. North 22 degrees East 455 feet to the iron pin the point or place of beginning.

CONTAINING 1.507 acres, more or less.

PARCEL NO. 24535508984485

BEING THE SAME PREMISES which Robert L. Casner, Jr. and Jeanne E. Casner, his wife by Deed dated March 16, 1967 and recorded March 16, 1967 in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania, in Book 1503, Page 842, granted and conveyed unto Merritt's Antiques, Inc., a Pennsylvania corporation.

Premises 5:

ALL THAT CERTAIN tract of land situated in Amity Township, Berks County, Pennsylvania, shown on a plan prepared by Bursich Associates, Inc. entitled Boundary Plan, Plan No. BO14451, dated January 27, 2005 being more fully bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Geiger Road (30 feet wide) said point being along lands now or late of Steve A. Rhoads, Eveanna K. Rhoads and Sally Rhoads; thence (1) Leaving said right-of-way, along the lands now or late of Steve A. Rhoads, Eveanna K. Rhoads and Sally Rhoads, John D. and Amy R. Purcell, Jr., William A. and Melinda A. Purcell, and other lands of Merritts Antiques South 63 degrees 54 minutes 33 seconds East, passing over a square cut rock at a distance of 10.01 feet from the point of beginning a total distance of 1177.45 feet to an iron pin; thence (2) Along the same six courses and distances: (a) North 23 degrees 44 minutes 17 seconds East, a distance of 95.86 feet, to an iron pin; (b) North 79 degrees 42 minutes 03 seconds East, a distance of 10.00 feet, to an iron pin; (c) South 23 degree 52 minutes 54 seconds West, a distance of 497.27 feet, to a point; (d) South 60 degrees 52 minutes 49 seconds East, a distance of 116.20 feet, to a point; (e) North 23 degrees 52 minutes 11 seconds East, a distance of 64.11 feet, to a nail; (f) South 62 degrees 04 minutes 46 seconds East, a distance of 17.14 feet, to a nail; thence (3) Continuing along lands of Merritts Antiques, George L. Sabo, and John L. and Deborah J. Boyer South 23 degrees 52 minutes 14 seconds West, a distance of 853.65 feet to a point; thence (4) Along lands now or late of George L. Sabo and lands now or late of Terry A. and Michele J. Schlegel, South 25 degrees 27 minutes 32 seconds West, a distance of 5047.24 feet to a point; thence (5) Along lands now or late of Robert J. Merritt III, Ronald P. and Carol B. Hovis, Andrew Norman and Nancy Sanchez Litka and Robert J. Merritt, Jr. North 33 degrees 09 minutes 07 seconds West, a distance of 1124.04 feet to a point; thence (6) Along lands now or late of Robert J. and Elsie M. Merritt, Jr., Marcy B. and R. Bruce Woods, John R. and Kimberly Ann Kunz, David D. & Caroline M. Beithen, Ronald M. and Linda A. Curtis, and Richard A. Colleen A. Schulze North 25 degrees 39 minutes 22 seconds East, a distance of 1452.61 feet to a point; thence (7) Continuing along lands of Richard A. and Colleen A. Schulze, North 64 degrees 23 minutes 23 seconds West, a distance of 400.00 feet to a point on the easterly right of way of Geiger Road (30 feet wide); thence (8) Along the easterly right of way of said Geiger Road the following three courses and distances: (a) North 23 degrees 39 minutes 22 seconds East, a distance of 222.03 feet, to a point; (b) North 25 degrees 10 minutes 12 seconds East, a distance of 812.28 feet, to a point; (c) North 25 degrees 47 minutes 27 seconds West, a distance of 210.00 feet, to a point; thence (9) Along lands now or late of Kenneth A. & Sharon Hoffman, South 63 degrees 52 minutes 59 seconds East, a distance of 382.00 feet to a point; thence (10) Continuing along the same and lands now ow late of Jonathan K. and Deline Ketcharn, Central Penn Property Services, and Neal D. and Deborah E. Cressman, North 25 degrees 47 minutes 27 seconds East, a distance of 840.01 feet to a point; thence (11) Continuing along lands of Neal D. and Deborah W. Cressman, North 63 degrees 52 minutes 59 seconds West, a distance of 392.50 feet to a point on the easterly right of way of said Geiger Road; thence (12) Along the easterly right of way of said Geiger Road, North 25 degrees 45 minutes 20 seconds East a distance of 2129.54 feet to the POINT OF BEGINNING.

CONTAINING 160.34 acres, more or less.

PARCEL NO. 24535516840403

## **EXHIBIT A**

(Continued)

BEING THE SAME PREMISES which Merritt's Antiques, Inc., a Pennsylvania corporation by Deed of Correction dated May 20, 2005 and recorded June 7, 2005 in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania, in Book 4597, Page 1059, granted and conveyed unto Merritt's Antiques, Inc., a/k/a Merritt's Antiques, Inc., a Pennsylvania corporation.



## PRIVACY NOTICE

**Last Updated and Effective Date:** December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

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**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Disclose Your Personal Information?** We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.





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**Changes to Our Notice:** We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

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