



# 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  
Accurate Title

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

Authorized Signatory

By

President

Attest

Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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File Number: 2020-2262

Loan Number:

## Schedule A

ALTA COMMITMENT

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

Commitment Number:

File Number: 2020-2262

1. Commitment Date: **July 27, 2020 at 4:00 PM**

2. Policy to be issued:

(a) ALTA Owner's Policy (6/17/06)

Proposed Insured: **24 BR Partners LLC**

Proposed Policy Amount: **\$1,200,000.00**

(b) ALTA Loan Policy (6/17/06)

Proposed Insured: **Cash**

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:

**24 Brook Road, LLC by Warranty Deed from David Fraser, dated June 4, 2015 and recorded in Book 8758, Page 82 of the Hillsborough County Registry of Deeds.**

5. The Land is described as follows:

**24 Brook Road in the City/Town of Amherst, County of Hillsborough and State of New Hampshire, 03031 and is described as set forth in Exhibit "A" attached hereto and made a part hereof.**

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*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: 2020-2262  
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 24 Brook Road, LLC vesting Fee Simple title in 24 BR Partners LLC.

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.

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. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractor, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor and material.
8. Proof of the existence, authority and incumbency of each entity involved in the transaction and the individual(s) signing on its behalf must be provided and be acceptable to the Company.
9. If the standard exceptions for parties in possession and mechanics liens will be deleted or amended from the final loan policy in accordance with the facts disclosed on an executed owner's affidavit satisfactory to the company and if the standard exception for survey matters will be deleted or amended from the final loan policy in accordance with the facts disclosed by a survey affidavit and additional premium of \$75.00, a mortgage loan inspection plan, a standard boundary survey or an ALTA/NSPS Land Title Survey to be provided.
10. Discharge or release of liens, mortgage(s) and/or encumbrances as set forth below:
  - a. Discharge and release of mortgage from 24 Brook Road, LLC to Eastern Bank, in the original principal amount of \$600,000.00, dated June 5, 2015, and recorded with the Hillsborough County Registry of Deeds in Book 8758, Page 88; Collateral Assignment of Leases and Rents in Book 8758, Page 107.

11. Real estate taxes and municipal charges as follows:

City Taxes:

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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: 2020-2262**  
**Loan Number:**

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

### **Requirements**

Annual Tax Amount: \$12,876.00  
Payment Schedule: Semi-Annual  
Paid Thru Date: 00/00/0000  
Next Due Date: 00/00/0000 Amount: \$6,438.00

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## **Schedule B-II**

ALTA COMMITMENT

**File Number: 2020-2262**  
**Loan Number:**

**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.
7. Subject to any and all matters as shown on Plan Nos. 14522, 32113, 35194.
8. Subject to a current use lien recorded in the Hillsborough County Registry of Deeds at Book 2695, Page 701, as affecting Parcels II and III.

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# Exhibit A

ALTA COMMITMENT

File Number: 2020-2262  
Loan Number:

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

## Legal Description

Certain tracts or parcels of land located in Amherst, Hillsborough County, New Hampshire bounded and described as follows:

Parcel I:

Beginning at an iron pipe found on the westerly line of Brook Road, said point being the southeast corner of the lands of Janice M. Kelleigh and being the northeast corner of the herein described parcel;

1. Running along said line of Brook Road S 19° 29' 03" E a distance of 105.59 feet to a stonewall;
2. Running along said stonewall and line of Brook Road S 11° 02' 56" E a distance of 47.44 feet to a point;
3. Continuing along said line of Brook Road S 12° 11' 57" E a distance of 16.16 feet to a stonewall;
4. Running along said stonewall and line of Brook Road S 23° 45' 47" Ea distance of 16.13 feet to a point;
5. Continuing along said stonewall and line of Brook Road S 9° 36' 30" Ea distance of 128.98 feet to a point;
6. Continuing along said stonewall and line of Brook Road S 7° 43' 10" E a distance of 149.24 feet to a point;
7. Continuing along said stonewall and line of Brook Road S 05° 06' 57" E a distance of 117.25 feet to a drill hole found;
8. Continuing along said line of Brook Road S 03° 21' 14" E a distance of 196.51 feet to an iron pipe found at the lands of John W. & Joan E. Prine;
9. Running along said lands of John W. & Joan E. Prine S 80° 13' 12" W a distance of 13.83 feet to an iron pipe found at a stonewall;
10. Running along said stonewall and lands of John W. & Joan E. Prine S 00° 53' 28" E a distance of 87.60 feet to a point;
11. Continuing along said stonewall and lands of John W. & Joan E. Prine S 08° 33' 35" E a distance of 66.18 feet to a point;
12. Continuing along said lands of John W. & Joan E. Prine S 29° 41' 45" W a distance of 30.76 feet to a point;
13. Continuing along said land of John W. & Joan E. Prine N 72° 06' 37" W a distance of 47.18 feet to a drill hole found;
14. Continuing along said lands of John W. & Joan E. Prine N 75° 48' 32" W a distance of 41.66 feet to a point;
15. Continuing along said lands of John W. & Joan E. Prine N 78° 26' 47" W a distance of 92.51 feet to a point;
16. Continuing along said lands of John W. & Joan E. Prine and lands of James & Gail Bowen S 89° 05' 29" W a distance of 404.74 feet to a drill hole in a stonewall found at the lands of Helen Reusch;
17. Running along said stonewall and lands of Helen Reusch N 01° 43' 13" W a distance of 170.77 feet to a drill hole

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## Exhibit A

ALTA COMMITMENT

File Number: 2020-2262  
Loan Number:

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

### Legal Description

found in a stonewall corner;

18. Continuing along said stonewall and lands of Helen Reusch N 76° 43' 24" W a distance of 137.47 feet to a drill hole found;

19. Continuing along said stonewall and lands of Helen Reusch N 76° 36' 34" W a distance of 119.97 feet to a drill hole found;

20. Continuing along said stonewall and lands of Helen Reusch N 76° 43' 30" W a distance of 86.95 feet to a drill hole found at the end of a stonewall;

21. Continuing along said lands of Helen Reusch N 76° 05' 12" W a distance of 269.52 feet to a stone bound found;

22. Continuing along said lands of Helen Reusch S 14° 57' 40" W a distance of 1141.15 feet to a point at the lands of John & Deborah Lapoint;

23. Running along said lands of John & Deborah Lapoint N 72° 43' 22" W a distance of 96.90 feet to a stone bound found at the lands of Frederick Worcester;

24. Running along said lands of Frederick Worcester N 10° 22' 50" W a distance of 602.42 feet to a stone bound found at the lands of the Town of Amherst;

25. Running along said lands of the Town of Amherst N 13° 41' 51" W a distance of 660.62 feet to an iron pipe found;

26. Continuing along said lands of the Town of Amherst N 81° 27' 10" W a distance of 1202.80 feet to an iron pipe found at the lands of Frederick Worcester;

27. Running along said lands of Frederick Worcester N 02° 07' 31" E a distance of 278.74 feet to a stone bound found at the lands of Daniel Noble;

28. Running along said lands of Daniel Noble N 02° 57' 20" E a distance of 386.22 feet to a stone bound found;

29. Continuing along said lands of Daniel Noble N 03° 00' 40" E a distance of 99.16 feet to a stone bound found at the lands of Frederick Worcester;

30. Running along said lands of Frederick Worcester S 82° 24' 46" E a distance of 1095.22 feet to a stone bound found at the lands of Janice M. Kelleigh;

31. Running along said lands of Janice M. Kelleigh S 77° 24' 12" E a distance of 1669.37 feet to a drill hole found in a stonewall;

32. Running along said stonewall and lands of Janice M. Kelleigh S 70° 57' 54" E a distance of 42.71 feet to a drill hole found;

33. Continuing along said stonewall and lands of Janice M. Kelleigh N 84° 39' 34" E a distance of 43.80 feet to a drill hole found;

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## Exhibit A

ALTA COMMITMENT

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400 Second Avenue South  
Minneapolis, Minnesota 55401

### Legal Description

34. Continuing along said lands of Janice M. Kelleigh N 83° 03' 00" E a distance of 90.34 feet to the point of beginning.

Meaning and intending to describe and convey Property Map 10, Lot 26 as shown on the plan entitled, "Boundary Plan, Estate of Edna M. Phylis Map 10/Lot 26, Brook Road, Town of Amherst, Hillsborough County, New Hampshire" prepared by Sandford Surveying and Engineering dated November 12, 2002 and recorded at the Hillsborough County Registry of Deeds as Plan No. 32113.

Also meaning and intending to describe and convey Property Map 10, Lot 26 as shown on the plan entitled, "Property of Edna M. Phylis, Amherst, New Hampshire" dated June 10, 1981 and recorded as Plan No. 14522.

Also meaning and intending to describe and convey Property Map 10, Lot 26 as shown on the plan entitled "Tax Map 10 Lot 26, Overall Condominium Plan, The Woodlands at Amherst, Brook Road, Hillsborough County, Amherst, New Hampshire" prepared for Horizon Land Dev. Co. LLC, dated August 26, 2005, as amended, and recorded in the Hillsborough County Registry of Deeds as Plan #35194.

#### Parcel II:

Two certain tracts or parcels of land, situated in the Town of Amherst, County of Hillsborough, and State of New Hampshire, and being bounded as follows:

Tract I - A tract of land situated in that part of said Amherst called "Straddlepole" being Lots No. 6 & 7 on a plan of lots sold by Nathan Dane and Peter Carleton, Assignee of Israel Fuller to Timothy Hartshorn and bounded as follows, to wit:

Beginning at the southeast corner of the Campbell lot, so-called, by land now or formerly of David Fiske and Mrs. Prince;

1. Northerly by said Prince land about thirty-six and three fourth (36 3/4) rods to a stake and stones at Lot No. 5;
2. Westerly by Lot No. 5 owned by George G. Spencer about eighty-two (82) rods to land of Henry N. Hall;
3. Southerly by said Hall's land and land of Emma P. Locke about thirty-six (36) rods to a stake and stones at lands of George G. Spencer'
4. Easterly by said Spencer land and land formerly owned by David Fiske about ninety (90) rods to the bound first mentioned.

Tract II - A tract of land being a portion of the Campbell Lot, so-called and being Lot No. 1 on the plan of the sale and bounded thus:

Beginning on the northeast corner of said Lot at southeast corner of R.H. Prince and Horace Holbrook land and northwest corner of land of Stillman Parkhurst:

1. Southerly by said Parkhurst land about twenty-four and three fourth rods to a stake and stones and to land of said Holbrook;
2. Westerly by said Holbrook land about sixty-six rods to a stake and stones and to land of M. Hubbard;
3. Northerly by said Hubbard land about twenty-five rods to a stake and stones and to land of R.H. Prince and Horace

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## **Exhibit A**

ALTA COMMITMENT

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

### **Legal Description**

Holbrook;

4. Easterly by said Prince and Holbrook land about sixty rods to the place of beginning.

Parcel III:

A certain tract or parcel of land, situated on the Town of Amherst, County of Hillsborough, and State of New Hampshire, and being bounded as follows:

A certain other tract of land situated in said Amherst, and in that part of said Amherst sometimes known as Straddlepole, and bounded and described as follows:

Beginning at a stake and stones at the southwest corner of the granted premises at the intersection of land now or formerly of John Dodge and William H. Hubbard:

1. Running easterly eighty-two and one-half (82 1/2) rods to a stake and stones;
2. Running northerly by land now or formerly of Milton N. Flint and other owners names unknown sixty-nine (69) rods ten (10) links to a stake and stones;
3. Running westerly by land now or formerly of Hubbard and Wilkins seventy-one (71) rods to a stake and stones;
4. Running southerly sixty-nine (69) rods seven (7) links by land now or formerly of William H. Hubbard to the point of beginning.

Parcels I, II and III have been consolidated by the Town of Amherst as reflected on the plan entitled "Tax Map 10 Lot 26, Overall Condominium Plan, The Woodlands at Amherst, Brook Road, Hillsborough County, Amherst, New Hampshire" prepared for Horizon Land Dev. Co. LLC, dated August 26, 2005, as amended, and recorded in the Hillsborough County Registry of Deeds as Plan #35194.

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