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TITLE COMMITMENT

AGENT IN BEHALF OF:TITLE INSURANCE COMPANY

SCHEDULE A

- |                            |                              |
|----------------------------|------------------------------|
| 1.                         | 2.                           |
| Commitment No.: R-232561   | Policy to be issued: Owner's |
| Date Issued: 07/18/2005    | Amount of Policy: \$250000   |
| Date Effective: 07/12/2005 | Account No: US0086           |
|                            | Proposed Insured:            |
|                            | COMPANY CORP, INC.           |

3.  
The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title to the estate or interest in said land is at the effective date hereof VESTED IN:

GRANTEE:

GEORGE LEWIS KING AND MICHELLE KING  
Tenancy: HUSBAND AND WIFE

GRANTOR:

JANICE J. KING AND SOPHIA KING  
DEED DATED: 09/11/1924 RECORDED: 09/15/1924 VOLUME: 175,  
PAGE: 454, CONSIDERATION: \$NOT STATED.

4.

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF VINYARD, COUNTY OF VINCENT AND STATE OF NEW YORK, IN DISTRICT NUMBER ONE: KNOWN AND DISTINGUISHED AS LOT NUMBER EIGHTY-ONE (81) IN TOWNSHIP NUMBER TWELVE(12) OF VINCENT'S PATENT, CONTAINING NINETY-EIGHT (98) ACRES OF LAND, AND BEING THE SAME PREMISES CONVEYED TO BILL F. MOONEY BY GEORGE JEFFERSON BY DEED RECORDED IN THE VINCENT COUNTY CLERK'S OFFICE IN LIBER V OF DEEDS AT PAGE 981.

ALSO ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF VINYARD, COUNTY OF VINCENT AND STATE OF NEW YORK UPON LOT NUMBER FORTY-TWO (42) IN TOWNSHIP NUMBER SIXTEEN 916) OF SCRIBA'S PATENT BOUNDED AS FOLLOWS: ON THE SOUTH, BY THE PARCEL ABOVE DESCRIBED; ON THE EAST BY LANDS FORMERLY OF CHRISTIAN JOHNSON AND ON THE NORTH AND WEST BY LANDS FORMERLY OWNED BY REUBEN CHAPMAN, CONTAINING FIVE (5) ACRES OF LAND, BE THE SAME MORE OR LESS, AND BEING THE SAME

PREMISES CONVEYED TO WILLIAM F. CHESBRO BY HARVEY W. SMITH AND WIFE BY DEED RECORDED IN THE OSWEGO COUNTY CLERK'S OFFICE IN LIBER 195 OF DEES AT PAGE 194.

EXCEPTING THEREFROM, HOWEVER, THE FOLLOWING DESCRIBED LANDS AND BUILDING ERECTED THEREON, TO WIT:

BEGINNING AT A POINT IN THE CENTER OF THE ROAD KNOWN AS OWENS ROAD, NORTH 77 DEGREES 02' 30" WEST FROM THE SOUTHWEST CORNER OF THE FARM NOW OR FORMERLY OF VINCENT SPATARO; THENCE RUNNING ALONG THE CENTER OF SAID ROAD, NORTH 76 DEGREES 55' 00" WEST, 217.88' TO A POINT; THENCE RUNNING OVER TO A SET STAKE NORTH 16 DEGREES 00' 00" WEST, 234.00' TO A STAKE; THENCE RUNNING SOUTH 65 DEGREES 17' 52" EAST 166.93' TO A STAKE; THENCE RUNNING SOUTH 34 DEGREES 02' 00" EAST, 58.35' TO A STAKE; THENCE RUNNING SOUTH 13 DEGREES 11' 30" WEST, PASSING OVER A SET STAKE 160.37' TO THE PLACE OF BEGINNING.

SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

1. INSTRUMENT(S) CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED, EXECUTED, DELIVERED AND FILED FOR RECORD.
2. a.) THE OPTION TO LEASE MUST BE EXERCISED AND ASSIGNED TO THE PROPOSED INSURED (NAMED HEREIN) OR, A NEW LEASE MUST BE EXECUTED AND THE LEASE OR MEMORANDUM THEREOF MUST BE RECORDED.  
b.) A FINAL SURVEY AND CERTIFIED DESCRIPTIONS OF THE LEASED PARCEL, ACCESS AND UTILITY EASEMENTS MUST BE FURNISHED.  
c.) EASEMENTS (ACCESS AND UTILITY) MUST BE RECORDED.  
d.) AN ESTOPPEL LETTER MUST BE FURNISHED, FROM THE LANDLORD, INDICATING THAT THE LEASE IS IN FULL FORCE AND EFFECT AND THERE ARE NO DEFAULTS THEREUNDER.

SCHEDULE B - SECTION 2

The premises endorsed hereon are subject to the following items which together with items not removed in schedule B-1, will be excepted in the policy.

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
3. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.

4. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN IN THE PUBLIC RECORDS.
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. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

\*\*\*\*\* TAXES \*\*\*\*\*

FOR CURRENT TAX INFORMATION, INCLUDING PENALTIES, INTEREST, AND AMOUNT GOOD UNTIL DATES, PLEASE CONTACT THE VINCENT COUNTY TREASURER'S OFFICE.

1. THE FOLLOWING TAX INFORMATION REFERS TO TAX MAP NUMBER 2232.00-04-10.01:

REAL ESTATE TAX FOR THE YEAR 2005 ARE PAID

ALL TAXES, LIENED OR UNLIENED, ARE SUBJECT TO PENALTY AND INTEREST AND SHOULD BE VERIFIED WITH LOCAL AUTHORITIES TO INSURE PROPER PAYOFF.

PLEASE CONTACT THE OR YOUR CUSTOMER FOR ALL PAID TAX RECEIPTS.

\*\*\*\*\* MORTGAGES \*\*\*\*\*

NONE.

\*\*\*\*\* LIENS \*\*\*\*\*

NONE.

\*\*\*\*\* MISCELLANEOUS \*\*\*\*\*

NONE.

\*\*\*\*\* STANDARD OR SPECIAL EXCEPTIONS \*\*\*\*\*

1. SUBJECT TO AN EASEMENT TO CENTRAL NEW YORK CORPORATION, RECORDED APRIL 16, 1940 IN LIBER 239, FOLIO 20.
2. SUBJECT TO UTILITY EASEMENT TO POWER CORPORATION, RECORDED OCTOBER 5, 1976 IN LIBER 221, FOLIO 726.
3. SUBJECT TO AN AGREEMENT BETWEEN ROBERT LEWIS KING, ET UX, AND OIL COMPANY, RECORDED APRIL 4, 1977, IN BOOK 12, PAGE 4019.
4. SUBJECT TO AN OIL AND GAS LEASE BETWEEN ROBERT LEWIS MCDONALD, ET UX, AND

MASON DIXON ENERGY, INC., RECORDED FEBRUARY 6, 2002 IN INSTRUMENT 2002-001939.

5. THE LEGAL DESCRIPTION CONTAINED IN THIS COMMITMENT REPRESENTS THE PROPERTY AS SET FORTH IN THE MOST RECENT (RECORDED) VESTING DEED. THIS LEGAL DESCRIPTION DOES NOT PURPORT TO DESCRIBE THE PROPOSED TOWER SITE. THE FINAL POLICY OF TITLE INSURANCE WILL CONTAIN A MODIFIED LEGAL DESCRIPTION BASED UPON a.) A CURRENT SURVEY OF THE PROPERTY AND b.) EVIDENCE OF RECORDING OF THE LEASE PURCHASE AGREEMENT AND ANY ANCILLARY ACCESS AGREEMENTS, EASEMENTS, RIGHTS OF WAY, ETC.
6. A PROPOSED ACCESS ROAD AND/OR EASEMENT FOR INGRESS, EGRESS AND UTILITIES APPEARS ON THE SITE SKETCH OR, HAS BEEN MADE PART OF THE LEASE PURCHASE AGREEMENT. THE COMPANY DOES NOT INSURE THE ACCESS NOR THE EASEMENT UNTIL SUCH TIME AS a.) THE WIDTH AND LOCALITY OF EACH HAS MET WITH THE APPROVAL OF APPLICABLE GOVERNMENTAL AUTHORITIES AND UTILITY PROVIDERS AND b.) THE INSTRUMENTS GRANTING ACCESS, INGRESS AND EGRESS HAVE BEEN FILED AMONG THE PUBLIC RECORDS.

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YOUR PREMIUM FOR THIS NEW TITLE INS. POLICY IN THE AMT OF \$250000 IS \$1319.00

IF THIS IS A REFINANCE WITHIN TEN YEARS YOU MAY BE ENTITLED TO A REDUCED PREMIUM. CONTACT US IMMEDIATELY FOR DETAILS.

PLEASE CALL NATIONAL REAL ESTATE INFORMATION SERVICES FOR AN UPDATED TITLE QUOTATION IF THE AMOUNT BEING FINANCED CHANGES OR ANY ENDORSEMENTS NEED TO BE INCLUDED.

-----END OF COMMITMENT-----

THIS PDF COMMITMENT SERVES AS THE TRUE AND ACTUAL ORIGINAL

MORTGAGE TAX AND RECORDING INFORMATION IS SUBJECT TO CHANGE. FOR INFORMATION, PLEASE CONTACT OSWEGO COUNTY CLERK'S OFFICE.

IF YOU REQUIRE FURTHER ASSISTANCE, PLEASE CONTACT OUR CUSTOMER SERVICE DEPARTMENT.

PLEASE MAIL YOUR MORTGAGE INFORMATION FOR FILING TO:

REGULAR MAIL OR OVERNIGHT EXPRESS:

ARNOLD DRUMMOND  
23 WASHINGTON ST.  
SUITE 777  
BALDWIN, NY 16452

FED EXP # : 1-800-238-5355 (On Federal Express Air Bills, please be sure to check FEDEX LETTER box in Standard Overnight column.)

## TITLE INSURANCE COMMITMENT

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:  
The Provisions in Schedule A.  
The Requirements in Schedule B-1.  
The Exceptions in Schedule B-II.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

THIS COMMITMENT (substitute preliminary report or binder where appropriate) IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

IN WITNESS WHEREOF, the underwriter named herein has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

### CONDITIONS

#### 1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting your title - according to the state statutes where your land is located.

#### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

#### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you

knew of this information and did not tell us about it in writing.

#### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to: Comply with the Requirements shown in Schedule B - Section I or Eliminate with our written consent any Exceptions shown in Schedule B - Section II. We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

#### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.