AFFIDAVIT

STATE OF PENNSYLVANIA)
) ss.
ALLEGHENY COUNTY)

The undersigned after being duly sworn states as follows:

1. That I am the attorney for Robert E. Brown trustee to that certain trust agreement by and between Jack H. Brown as Trustor and Robert E. Brown as Trustee dated June 14, 1993.

2. That I am further familiar with a mortgage executed by Todd J. Miller and Sue E. Miller as mortgagors and given to Jack Brown and Arlene Brown as mortgagees dated October 2, 1992 and recorded in the Office of the Recorder of Delaware County, Iowa on November 12, 1992 in Book 117 L.M. page 163.

3. That the said Arlene Brown died on January 8, 1993, a copy of her certification of death dated January 14, 1993 being attached hereto marked Exhibit "A" and made a part hereof by this reference.

4. That Jack Brown, a/k/a Jack H. Brown became the sole owner of the said mortgage upon the death of the said Arlene Brown.

5. That said Jack H. Brown assigned the said mortgage to the Brown Family Irrevocable Trust which trust agreement is dated June 14, 1993. The said trust owned the mortgage when Jack H. Brown died on October 15, 1993.

6. That the Brown Family Irrevocable Trust Agreement was organized by Jack H. Brown as Trustor and named as trustee was Robert E. Brown.

FILE No. 170-1305
RECORDING FEE $ 31.00
TRANSFER FEE $

FILED FOR RECORD THE 3 DAY OF November, 1995 AT 12:01 O'CLOCK P M. BOOK 18 PAGE 214

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Aff.

7. That the said Robert E. Brown continues to act as trustee of the trust and is fully authorized in the trust agreement to release the mortgage referred to above. Attached is a true copy of unnumbered page 1 and numbered page 15 of the Brown Family Irrevocable Trust Agreement and Amended Schedule A of the Brown Family Irrevocable Trust showing the matters pertinent hereto.

8. That this affidavit is made for the sole purpose of showing the devolution of the ownership of the mortgage referred to herein and to show that Robert E. Brown as trustee of the Brown Family Irrevocable Trust dated June 14, 1993 has full authority to release the said mortgage.

Ronald Scott Jones

Subscribed and sworn to before me by Ronald Scott Jones this 31st day of October, 1995.

Maureen K. Conte
Notary Public in and for said State

Notarial Seal
Maureen K. Conte, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 29, 1997
Member, Pennsylvania Association of Notaries

MAUREEN K. CONTE NOTARY PUBLIC PENNSYLVANIA

...ICATE $2.00)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH VITAL RECORDS

LOCAL REGISTRAR'S CERTIFICATION OF DEATH

EXHIBIT "A"

CERT. NO. 1675442

Jan. 14, 1993
Date of Issue of This Certification

Name of Decedent: Arlene (First) E. (Middle) Brown (Last)

Sex: Female Social Security No.: [redacted] Date of Death: Jan. 08, 1993

Date of Birth: March 23, 1937 Birthplace: White, Pa.

Place of Death: Allegheny General Hospital (Facility Name) Allegheny (County) Pittsburgh (City, Borough or Township) Pennsylvani...

Race: White Occupation: Homemaker Armed Forces? (Yes or No): No

Marital Status: Married Decedent's Mailing Address: Box 127 (Number) (Street) Acme (City or Town) Pa. (State)

...formant: Mr. Jack Brown Funeral Director: Clarence Swink, Jr.

Name and Address of Funeral Establishment: Clyde Brooks F/H, P.O. Box 150 Melcroft, Pa. 15462

Part I: Immediate Cause — Interval Between Onset and Death

(a) Sepsis — 5 D

(b) Granulocytopenia

(c) Colonic Carcinoma

(d)

Part II: Other Significant Conditions

Manner of Death:

Natural ☒ Homicide ☐

Accident ☐ Pending Investigation ☐

Suicide ☐ Could not be Determined ☐

Describe how injury occurred:

Name and Title of Certifier: Howard Grubb, M.D. (M.D.X[redacted])

Address: 320 E. North Ave. Pittsburgh, Pa. 15212

This is to certify that the information here given is correctly copied from an original certificate of death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.

Sandra [illegible] 26-255
Local Registrar of Vital Records — District No.

Jan. 14, 1993
Date Received by Local Registrar

209 Wills Road, Connellsville, Pa.
Street Address — City, Borough, Township

I, Ronald S. Jones, hereby certify this instrument is a true and correct copy of the original. Dated 10-13-95 Ronald S. Jones PA ID #41945.

BROWN FAMILY
IRREVOCABLE TRUST AGREEMENT

This Trust Agreement is entered into on June 14, 1993, between JACK H. BROWN as Trustor and ROBERT E. BROWN as Trustee.

The Trustor is a widow and has three (3) children, ROBERT E. BROWN, KIMBERLY S. HOSTETLER and NEIL A. BROWN. This trust is established for the primary benefit of ROBERT E. BROWN, KIMBERLY S. HOSTETLER and NEIL A. BROWN.

This trust shall be known as the **"BROWN FAMILY IRREVOCABLE TRUST"**.

ARTICLE I
PROPERTY

The Trustor has transferred and delivered to the Trustee the property described in Schedule A. Such property, together with any other property that may later become subject to this trust, including any insurance policies purchased or received by the Trustee, shall constitute the trust estate, and shall be held, administered and distributed pursuant to the provisions of this agreement.

ARTICLE II
ADDITION OF PROPERTY

Trustor or any other person may add to the trust additional property acceptable to the Trustee by way of inter vivos transfers, or by way of proceeds of insurance policies, or by way of transfer pursuant to the terms of the Trustor's will or the will of other persons, or by way of transfers pursuant to directions contained in inter vivos trust agreements, or by way of death benefits under any pension plan or profit-sharing plan payable to the Trustee, or by anyone transferring property to the Trustee by deed, assignment, or otherwise, such property to be held upon the terms and subject to the uses and purposes set forth in this agreement. Upon receipt and acceptance by the Trustee, such additional property shall become a part of the trust estate.

ARTICLE III
IRREVOCABLE TRUST

This agreement and all trusts created under this agreement are irrevocable and may not be altered, amended, revoked, terminated or modified in whole or in part by the Trustor or any other person, except through distributions permitted under this agreement. Neither the Trustor nor any beneficiary under this trust shall have the right or power to alienate, encumber or hypothecate his or her interest in the principal or income of the trust in any manner. To the fullest extent of the law, the interests of the Trustor and any beneficiary in the principal and income of this trust shall not be

I, Ronald S. Jones, hereby certify this instrument is a true and correct copy of the original. Dated 10-13-95 Ronald Scott Jones PA ID #41945.

shall have the power to determine what is principal or income of the trust estate and to apportion and allocate in the Trustee's discretion receipts and expenses as between these accounts. All of the above powers shall be subject to the Trustee's duties to treat both the income beneficiaries and remaindermen equitably.

V. Real Estate.

To sell, subdivide, raze, alter, dedicate, vacate, resubdivide, donate, partition or release real estate and any or all improvements, and to renew or extend leases, amend, change or modify leases, contract to make leases, grant options to lease, options to renew leases, options to purchase the whole or any part of the reversion, contract regarding the manner of fixing the amounts of present or future rentals, and grant easements or charges of any kind on or with respect to such real estate, or any right, title or interest in such real estate, all for such considerations and on such terms and conditions as the Trustee shall determine.

W. Merger of Trust.

If the provisions of any trust created under this trust agreement become substantially identical to the provisions of any other trust established by Trustors or by any other person for the same beneficiary or beneficiaries, Trustee may, in the sole and absolute discretion of the Trustee, terminate such trust created hereunder and distribute all of the assets thereof to the trustee of such similar trust or may accept from such other trustee the assets of such similar trust, and the transferred assets shall thereafter be held, managed and distributed as a part of the assets of the trust to which such assets are transferred.

X. General Power and Limitations.

Although the enumeration of certain powers of the Trustee shall not limit the Trustee's general powers, the Trustee shall always be subject to the discharge of the Trustee's fiduciary obligations in the exercise of any powers contained in this agreement.

ARTICLE IX
PROVISIONS CONCERNING Trustee

A. Successor Trustee.

1. If for any reason ROBERT E. BROWN should fail or cease to act as Trustee, then KIMBERLY S. HOSTETLER shall act as sole Trustee without the execution of any further instrument. Should KIMBERLY S. HOSTETLER fail or cease to act as Trustee, then NEIL A. BROWN shall act as sole Trustee without the execution of any further instrument.

BROWN FAMILY
IRREVOCABLE TRUST

AMENDED
SCHEDULE A

This schedule constitutes Schedule A to that certain Trust Agreement by and between JACK H. BROWN as Trustor and ROBERT E. BROWN as Trustee, dated June 14, 1993.

1. All present and future interest in the following real estate, together with all present and future improvements thereon, and all present and future water and mineral rights thereunto belonging and also including all present and all future personal property located thereon or wheresoever located:

a. Eighty-four (84) acres of real estate located in North Union, Fayette County, Pennsylvania.

b. One Hundred Fifty-Three (153) acres of real estate located in Bull Skin Township, Fayette County, Pennsylvania.

2. The following accounts in the following institutions, together with all future additions, interest or accumulations therein and also including all new accounts and the accumulations and the future additions, interest or accounts and the accumulations and the future additions:

a. PHILSON NATIONAL BANK - Money Market Account

3. The following notes receivable and any interest accumulated thereon:

a. Brown Timber and Land Co., Inc.
b. Ronald H. Becker
c. Henry C. Hoffer
d. Glenn W. Kreinbrook
e. Danny E. McMasters
f. Todd J. Miller
g. Barbara J. Willochell - four (4) notes receivable
h. Robert E. Brown

170-1305
DELAWARE COUNTY IOWA
FILED
'95 NOV 3 PM 12 01
BOOK 18 PAGE 214
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$31.00

Ronald Scott Jones

To

Whom It May Concern

F & M/IA Realty