

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

0 North Main Street, Swanton, OH 43558

Revised Date:

Number of Revisions:

Commitment No.: **817351**

1. Effective Date: **October 30, 2017, 07:30 am**
2. The policy or policies to be issued are: **POLICY AMOUNT**
 - (a) ALTA Owner's Policy of Title Insurance (6/17/06) **To Be Determined**
Proposed Insured: **To Be Determined**
 - (b)
Proposed Insured:
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 effective date vested in:
Louisville Title Agency for N.W. Ohio, Inc., Trustee (OR 12, pages 895, 898, 902 and 904)
5. Legal description of the land:
SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

PARCEL 1

Situated in the County of Fulton, State of Ohio: Being a parcel of land situated in the south half (1/2) of the northwest quarter (1/4) west of State Route 64 or Main Street of Swanton in Section one (1), Town seven (7) North, Range eight (8) East in Fulton Township, Fulton County, Ohio and more particularly described as follows:

Commencing at the southeast corner of the northwest quarter (1/4) of the above described section marked by an iron pipe; thence north eighty-four (84) degrees, forty-four (44) minutes, fifty (50) seconds west and binding upon the quarter section line and the south right of way line of Brookside Drive a distance of one thousand one hundred nineteen and twenty-eight hundredths (1119.28) feet to a point marked by a railroad spike; thence north thirty (30) degrees, fifty-nine (59) minutes, twenty (20) seconds west on State Route 64 or Main Street a distance of three hundred eighty-four and twenty-four hundredths (384.24) feet to a point marked by a railroad spike; thence north thirty (30) degrees, zero (00) minutes, twenty (20) seconds west on State Route 64 or Main Street a distance of three hundred (300) feet to a railroad spike; thence north twenty-nine (29) degrees, three (3) minutes, twenty (20) seconds west on State Route 64 or Main Street a distance of one hundred forty-two and thirty-two hundredths (142.32) feet to a point marked by a PK nail; thence north twenty-nine (29) degrees, fifteen (15) minutes, twenty (20) seconds west on State Route 64 or Main Street a distance of two hundred sixty-five and fifty-eight hundredths (265.58) feet to a point marked by a PK nail and being the place of beginning; thence south fifty-two (52) degrees, thirty-two (32) minutes, zero (00) seconds west a distance of three hundred thirty-three and twenty-three hundredths (333.23) feet to a point marked by a metal surveyor's stake; thence north eighty-three (83) degrees, nine (9) minutes, twenty (20) seconds west a distance of six hundred eleven (611) feet to a point marked by a gas pipe; thence north seven (7) degrees, eleven (11) minutes, forty (40) seconds east a distance of five hundred eighty (580) feet on the west section line, to a point marked by a metal surveyor's stake; thence south eighty-four (84) degrees, eight (8) minutes, twenty (20) seconds east and binding upon the south right of way line of the Ohio Turnpike a distance of five hundred eighty-five and forty-eight hundredths (585.48) feet to a point marked by a PK nail; thence south twenty-nine (29) degrees, fifteen (15) minutes, twenty (20) seconds east on State Route 64 or Main Street a distance of four hundred forty-two and five hundredths (442.05) feet to place of beginning. Subject to legal highways.

Parcel No. 14-025181-00.000

PARCEL 2

All that part of the east half (1/2) of the northeast quarter (1/4) of Section two (2), Town seven (7) North, Range eight (8) East in Fulton Township, Fulton County, Ohio south of the south line of the Ohio Turnpike.

Parcel No. 14-025183-11.000

EXCEPTING from the above described Parcel 1 and Parcel 2 the real estate described in the Replat of Waterwood Farms, Plat 1, a subdivision in the Village of Swanton, Fulton County, Ohio.

Parcel 1 containing 6.305 acres of land, more or less and Parcel 2 containing 31.973 acres of land, more or less, after said exception.

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SCHEDULE B - SECTION I REQUIREMENTS

Commitment No: **817351**

Effective Date: **October 30, 2017**

The following are the requirements to be complied with:

- a. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured..
- b. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
- c. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 1. Upon ascertaining the exact nature of said transaction, additional requirements will be set forth.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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SCHEDULE B - SECTION II EXCEPTIONS

Commitment No: **817351**

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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.

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. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records
6. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, or Municipality, Township or other taxing authority including but not limited to Board of Revision or other administrative proceedings.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas coal and other mineral interest together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. The property address and tax parcel identification number set forth in Schedule A as listed, are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

PARCEL 1 6.305 ACRES

10. Taxes for the first half of the year 2016 in the amount of \$179.85 are paid. (Parcel No. 14-025181-00.000)
Taxes for the last half of the year 2016 in the amount of \$179.85 are paid.
Taxes for the year 2017 are lien, but not yet due or payable.

NOTE: The above taxes reflect the House Bill Credit #920 and the State Rollback Credit on each half tax.

PARCEL 2 31.973 ACRES

Taxes for the first half of the year 2016 in the amount of \$3,476.89 are paid. (Parcel No. 14-025183-11.000)

Taxes for the last half of the year 2016 in the amount of \$3,476.89 are paid.

Taxes for the year 2017 are lien, but not yet due or payable.

NOTE: The above taxes reflect the House Bill Credit #920 and the State Rollback Credit on each half tax.

NOTE: The above 1st and 2nd half taxes includes Agricultural Recoupment of \$1,664.85 per 1/2.

We have made no examination for taxes or assessments, which do not appear on the current tax duplicate.

NOTE: The above taxes are taken from the Treasurer's computer. The 2017 tax duplicate is not yet available; therefore, we assume no liability for the accuracy of said computer.

11. If applicable, said premises are subject to unpaid charges, if any, for sewer and/or water services provided to said premises.
12. Easement to the Toledo Edison Company recorded in Deed Volume 139, page 474.
13. Reservations contained in Warranty Deeds to the Ohio Turnpike Commission recorded in Deed Volume 166, pages 50, 111, 195 and 197.
14. Shown for informational purposes:
 - a) Compromise Agreement recorded in Volume 13 of Miscellaneous Records, page 487.
 - b) Waterwood Farms Plat One recorded in Cabinet A, page 181.
 - c) Waterwood Farms 1 Replat recorded in Cabinet A, page 185.
 - d) Quit-Claim Deed filed for record September 10, 2001 and recorded in OR 172, page 756.
15. Any inaccuracy in the specified quantity of acreage contained on any survey, if any, or contained within the legal description of premises insures herein.
16. Please be informed that the actual value of the interest insured hereunder must be disclosed, approved by the Company, and entered as the amount of the policy to be issued. During the interim, liability hereunder for detrimental reliance is hereby limited to the amount actually paid for this commitment.

NOTE: If Policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions or Insured Closing Service for compliance with the requirements of any consumer protection or truth in lending law in connection with said mortgage loan.

NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.