

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

GLW2500954

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, Fidelity 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Brandin McMillen
Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Spenser O'Connor Fidelity National Title Insurance Company 2800 Corporate Exchange Drive, Suite 380 Columbus, OH 43231 Phone: 6148184821 Main Phone: (614)865-1562 Email: Spenser.OConnor@fnf.com	Escrow Officer: Caitlin Jacopin Fidelity National Title Insurance Company 2800 Corporate Exchange Drive, Suite 380 Columbus, OH 43231 Phone: 614-818-4843 Main Phone: (614)865-1562 Main Fax: (614)865-1565 Email: Caitlin.Jacopin@fnf.com

Order Number: GLW2500954

Project Name:

SCHEDULE A

1. Commitment Date: May 9, 2025 at 06:59 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 - OH (12/01/2022)

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 Proposed Amount of Insurance: \$100,000.00
 The estate or interest to be insured: Fee Simple

(b) ALTA Loan Policy 2021

Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above.
 Proposed Amount of Insurance: \$100,000.00
 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:

Trealayne Holsteins LLC, an Ohio Limited Liability Company, by virtue of that certain Quitclaim Deed from Steven L. Specht, a married man, dated March 30, 2023, filed for record April 17, 2023 and recorded in [OR Volume 1644, Page 5359](#) of the Tuscarawas County, Ohio Records.

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

Situated in the Township of Dover, County of Tuscarawas and State of Ohio and being a part of the Third Quarter of Township Nine and Range Two of the U.S. Military District, bounded as follows:

Beginning at a stake on the south line of land formerly owned by Benjamin Helwig, distant 8 chains 82 links eastwardly from the southwest corner of the land aforesaid of said Benjamin Helwig, thence north 112 deg. east 30.75 chains thence east along other lands formerly owned by said Benjamin Helwig 39 chains to the middle of Sugarcreek, thence down the middle of Sugarcreek the following courses and distances, to-wit; South 38-114 deg. east 6.94 chains, south 47 deg. east 73 links, south 19-3/4 deg. west 5.81 chains, south 11-1/2 deg. east 7.48 chains, south 21-1/2 deg. east 7.36 chains, thence 6-1/2 deg. east 2.63 chains, south 10-314 deg. west 2.81 chains to the south line of the aforesaid lands formerly owned by said Benjamin Helwig, thence west 46 chains 68 links to the place of beginning containing 134.13 acres more or less.

Also the following described premises: Situate in the County of Tuscarawas and State of Ohio, and in the Township of Dover, and bounded and described as follows:

Part of the Third Quarter of Township 9 in Range 2 of the U.S. Military District, and bounded and described as follows: Beginning at a stake at the northwest corner of a parcel of land formerly owned by one Samuel Helwig, where a red oak 9 inches in diameter bears north 73 deg. west 15 links distant and a beech tree 4 inches in diameter bears south 48-1/2 deg. east 8 links distant, thence along the east line of land owned by George Schilling north 1/2 deg. east 10 chains and 45 links to the northeast corner of said Schillings's land, to a stake whence a white oak 30 inches in diameter bears south 2 deg. west 33 links distant and a white oak 24 inches in diameter bears south 64 deg. west 15links distant, thence along the south line of land formerly owned by John Griffith south 89-3/4 deg. east 9.44 chains to a stone from which a white oak 18 inches in diameter bears north 64 deg. east 63 links distant; thence along the east line of said Griffith land, north 1 deg. east 20 chains and 32 links to a stone, a corner of what was formerly Solomon Snyder's lands, from which stone a white oak 48 inches in diameter bears south 60 deg. west 21 links distant and a gum 16 inches in diameter bears south 8 deg. east 25 links distant, thence along the south line of said Snyder land east 17.86 chains to the middle of Sugarcreek, thence down the middle of said Sugarcreek with the meanderings thereof 53.56 chains to the northeast corner of land of said Samuel Helwig, thence west along the north line of said. Helwig land 39 chains to the place of beginning, containing 99.60 acres of land more or less.

Excepting from said described tract a parcel of land containing 9.25 acres conveyed by Samuel Helwig to Walter M. and Mary E. Sprankle by deed dated February 19, 1868, and recorded in Vol. 55 at Pages 434-5 of the Deed Records of Tuscarawas County, Ohio, leaving in the above described tract, exclusive of said exception, 90.95 acres, more or less.

Further save and excepting from the two above described tracts, 38.56 acres conveyed by Peter Karl and wife to Fred Espenschied by deed dated December 26, 1908 and recorded in Vol. 164 at Page 576 of the Deed Records of Tuscarawas County, Ohio.

Leaving in the two tracts hereby conveyed 185.92 acres, being the same more or less but subject to all legal highways.

Tract II:

Situated in the Township of Dover, County of Tuscarawas and State of Ohio: Known as and being in the Third Quarter of Township 9 and Range 2 of the United States Military Lands, and being a part of 134.13 acre tract, and a 90.35 acre tract, conveyed to Peter Karl, which deed is recorded in Volume 63, Page 548, Tuscarawas County. Deed Records, the part hereby conveyed being bounded as follows:

Beginning at a stone at the southwest corner of said 134.13 acre tract; thence along the west line thereof, and the said west line of the said 90.35 acre tract, north 4 degrees 18 minutes east 2719.5 feet to the northwest corner of the west part

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

of the 90.35 acre tract; thence along the north line of said west part of said tract south 86 degrees and 42 minutes east 616.8 feet to a stake; thence south 4 degrees 18 minutes west 2727 feet to the south line of the 134.13 acre tract; thence along the south line of said tract north 86 degrees west 616.8 feet to the place of beginning, containing 38.56 acres; 28.8 acres being a part of the 134.13 acre tract; and 9.76 acres a part of the 90.35 acre tract.

Saving and excepting fifteen (15) acres off of the south end of the 28.8 acre tract above described and being all that part thereof lying south of the middle of the public road as conveyed by Mrs. S. VonSeeger and Otto VonSeeger, Jr. to William G. Keller and Jeanette M. Keller by deed dated May 7, 1938, recorded in Vol. 227, Page 333 of the Deed Records.

Also saving and excepting from the 28.8 acre tract 1.00 acres as heretofore conveyed to John W. and Charlotte R. Von Allmen by deed dated June 14, 1950 and recorded in Volume 315, Page 27 of the Deed Records of Tuscarawas County, Ohio.

Leaving after said exceptions 22.6 acres more or less, in said Tract II.

Excepting further the following tract:

Situated in the Township of Dover, County of Tuscarawas and the State of Ohio:

Being a part of the Third Quarter of Township Nine (9), Range Two (2) and being a part of a 105.20 acre tract conveyed to Mabel V. Specht by Certificate of Transfer recorded in Volume 373, Page 453 of the Tuscarawas County Deed Records and being more fully described as follows:

Beginning at an iron pin at the northwest corner of a 1.19 acre tract conveyed to Paul and Norma Degen by deed recorded in Volume 380, Page 447 of the Deed Records of Tuscarawas County and on the west line of the above mentioned 105.20 acre tract; thence with the west line of said 105.20 acre tract North 4° 36' East, 871.88 feet to an iron pin at the southwest corner of a 0.65 acre tract conveyed to A. Paul and Carol J. Giannobile by deed recorded in Volume 375, Page 162 of the Deed Records of Tuscarawas County; thence with the south line of said 0.65 acre tract south 86° 31' East, 217.78 feet to an iron pipe at the southeast corner thereof; thence with the east line of said 0.65 acre tract North 4° 25' East, 99.88 feet to an iron pipe; thence continuing North 4° 25' East, 30.12 feet to an iron pin in the center of Township Road No. 207; thence with the center of said Township Road No. 207, South 86° 33' East, 231.46 feet to an iron pin; thence continuing in the center of Township Road No. 207 South 0° 37' West, 1007.77 feet to an iron pin; thence with the north line of said 1.19 acre tract North 86° 00' West, 518.78 feet to the place of beginning, containing 10.501 acres more or less.

Also, further and excepting from the 105.20 acre tract, the following conveyed to Paul and Norina Degen:

Situated in the Township of Dover, County of Tuscarawas and State of Ohio:

Being located in the Third Quarter of Township 9, Range 2, and being a part of a 105.20 acre tract heretofore conveyed to Mabel V. Specht by deed recorded in Vol. 373 at Page 453 of the county Deed Records, the part hereby conveyed being more fully described as follows:

Beginning at an iron pin at the southwest corner of the 105.20 acre tract; thence with the south line thereof South 86 deg. 00 min. East, 526.3 feet to a point in Township Road #207; thence leaving said line and in said road North 0 deg. 37 min. East, 100.0 feet; thence leaving the road North 86 deg. 00 min. West, 520.0 feet to an iron pin on the west line of the 105.20 acre tract; thence with the west line thereof South 4 deg. 18 min. West 99.8 feet to the place of beginning, containing 1.19 acres, more or less, but subject to all legal highways.

Also, further and excepting from the 105.20 acre tract conveyed to A. Paul Giannobile and Carol J. Giannobile the

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

following:

Situated in the Township of Dover, County of Tuscarawas and State of Ohio:

Beginning at a point on the westerly line of the 105.20 acre tract in Township Road #207, said point being also the northeast corner of a 15.0 acre tract conveyed to Wm. Keller, said point being further located North 4° 18' East, 1102.5 feet from the southwest corner of the 105.20 acre tract; thence from said beginning and with the west line of the 105.20 acre tract, South 4° 18' West, 30.0 feet to an iron pin; thence continuing South 4° 18' West, 100.0 feet to an iron pin; thence South 86° 38' East, 217.7 feet to an iron pin; thence North 4° 18' East 100.0 feet to an iron pin; thence continuing North 4° 18' East, 30.0 feet to a point in the center of Township Road #207; thence with said centerline North 86° 38' West, 217.7 feet to the place of beginning. Containing 0.65 acres.

Saving and excepting to the Grantor, Mabel V. Specht, all income from royalties or lease money on oil and gas leases until said premises are fully paid.

Also saving and excepting the following parcel conveyed in Deed Volume 635, Page 525:

Situated in the Township of Dover, County of Tuscarawas and State of Ohio:

Being located in the Third Quarter of Township 9, Range 2 of the United States Military Lands and being a part of a 92.859 acre tract heretofore conveyed to Wayne E. and Janet W. Specht by deed recorded in Volume 388 at page 477 of the Tuscarawas County Deed Records, the part hereby conveyed being more fully described as follows:

Beginning in Township Road # 207 at a westerly corner of the above mentioned 92.859 acre tract and the northeast corner of a 8.964 acre tract (D.V. 541 P. 914); thence from said beginning North 84 deg. 31 min. East, 31.65 feet to an iron pin (set); thence continuing North 84 deg. 31 min. East, 150.91 feet to an iron pin (set); thence south 1 deg. 05 min. West, 252.11 feet to an iron pin (set); thence north 87 deg. 16 min. West, 156.83 feet to an iron pin (set); thence continuing North 87 deg. 16 min. West, 21.58 feet to a point in Township Road # 207 on a westerly bound of the aforementioned 92.859 acre tract and the easterly bound of the above mentioned 8.964 acre tract; thence in said road with said bounds North 00 deg. 19 min. East, 226.11 feet to the place of beginning, containing 0.987 acre more or less, but subject to all legal highways, right-of-way, easements and leases of record.

The foregoing description is based on a field survey performed by David A. Miskimen, R.S. 5970 on December 19, 1989. The bearings are oriented to assumed north and the iron pins set are No. 5 rebars thirty inches in length with plastic caps stamped with said surveyor's initials and registration number.

Further save and except the following:

Situated in the Township of Dover, County of Tuscarawas and State of Ohio, being part of a 185.920 acres tract, Tax Parcel #10-01333.000, located in the Third Quarter of Township Nine (9), Range Two (2) of the United States Military Lands conveyed to Wayne E. Specht by Certificate of Transfer recorded in O.R. Volume 1237, Pages 1678 thru 1684 of the Tuscarawas County Deed Records, and being more fully described as follows:

Beginning at a capped iron pin found (pyle) on the south boundary line of said 185.920 acres tract, at the northwest corner of a 31.431 acres tract conveyed to Newton Asphalt, an Ohio General Partnership, by General Warranty Deed recorded in Volume 748, Pages 791 and 792 of the said county's deed records, and at the northeast corner of a 37.996 acres tract conveyed to Newton Asphalt, an Ohio Partnership, by, Deed of Executrix recorded in Volume 739, Pages 892 thru 894 of the said county's deed records, said point of beginning being located the following two courses from a point at the northeast corner of Lot # 1 in the Slingluff Tract, in the traveled part of State Highway #516 and on the south boundary line

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

of said 37.996 acres tract, South 87°- 43'-10" East, 547.80 feet in the traveled part of said State Highway #516 and along the south boundary line of said 37.996 acres tract to a point at the southeast corner of said 37.996 acres tract, and at the southwest corner of said 31.431 acres tract;

Thence leaving the traveled part of said State Highway #516 and along the east boundary line of said 37.996 acres tract and the west boundary line of said 31.431 acres tract, North 10-22'-39" West, 1405.70 feet to said capped iron pin found at the point of beginning of the tract herein described;

Thence from said point of beginning and along the south boundary line of said 185.920 acres tract and the north boundary line of said 37.996 acres tract, North 88°-32'-39" West, 1177.17 feet to a point at the southwest corner of said 185.920 acres tract, at the northwest corner of said 37.996 acres tract, at the southeast corner of a 1.19 acres tract conveyed to Paul and Norma Degen by Ohio Warranty Deed recorded in Volume 580, Page 664 of the said county's deed records and in the traveled part of Bair Road (Twp. Rd. 207), passing an iron pin found disturbed at 1147.01 feet;

Thence in the traveled part of said Bair Road (Twp. Rd. 207) and along the west boundary line of said 185.920 acres tract the following four courses, North 2°-16'-35" West, 99.75 feet along the east boundary line of said 1.19 acres tract to a point at the northeast corner of said 1.19 acres tract and at the southeast corner of a 1.537 acres tract conveyed to Rebecca Sue White, Certificate of Transfer recorded in Volume 544, Pages 46 and 47 of the said county's deed records;

Thence along the east boundary line of said 1.537 tract, North 20°-02'-23" West, 130.03 feet to a point at the northeast corner of said 1.537 acres tract and at the southeast corner of a 8.046 acres tract conveyed to Wayne E. Specht by Certificate of Transfer recorded in O.R. Volume 1237, Pages 1678 thru 1684 of the said county's deed records;

Thence along the east boundary of said 8.046 acres tract the following two courses, North 2° -16'- 20" West, 99.14 feet to a point;

Thence North 1°-54'-47" West, 204.66 feet to a point;

Thence leaving the traveled part of Bair Road (Twp. Rd. 207), the east boundary line of said 8.046 acres tract and the west boundary line of said 185.920 acres tract, South 88°-32'-39" East, 1684.05 feet to a point in the Sugar Creek, passing a 3/4 inch diameter pin set at 30.00 feet and 527.00 feet and finding capped iron pins (Smith) at 1024.05 feet and 1614.03 feet;

Thence in said Sugar Creek the following two courses, South 0°-40'-19" West, 261.95 feet to a point;

Thence South 20°-48'-19" East, 292.43 feet to a point on the south boundary line of said 185.920 acres tract and at the northeast corner of said 31.431 acres tract;

Thence leaving the said Sugar Creek and proceeding along the south boundary line of said 185.920 acres tract and the north boundary line of said 31.431 acres tract, North 88°-32'-39" West, 588.35 feet to the point of beginning, containing 20.7688 acres.

The bearings are based on the north boundary line of said 31.431 acres tract which. Is North 88°- 32'-39" West, as recorded in Volume 748, Pages 791 and 792 of said county's deed records. All other bearings are from angles and distances measured in the field.

The above description is based on a field survey performed by Richard B. Swartzbaugh on 3 October 2012.

Checked by: Donald R. Dummermuth Registered Surveyor #5075

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

Prepared by Richard B. Swartzbaugh Registered Surveyor #6594

Prior Instrument Reference: Volume 1237, Page 1678, Tuscarawas County Official Records.

Subject to all matters of record, including, but not limited to:

Survey and description by David A. Miskimen, R.S. 5970.

FOR INFORMATIONAL PURPOSES ONLY:

Parcel No. 10-01333-000 (165.12 acres)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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.

Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

NOTE (A): A properly completed and executed [DTE100](#) must accompany each taxable deed submitted for recordation.

NOTE (B): A properly completed and executed [DTE100EX](#) must accompany each exempt deed submitted for recordation.

NOTE (C): Some jurisdictions require an originally executed carbonized form.

NOTE: Deed and/or legal description are subject to county and/or planning commission approval prior to filing. In some counties, this includes a digital review. For more information, contact the County Engineer, Tax Map Office or Auditor of [Insert name of County] County, Ohio.

5. A plat or survey must be submitted which has been made in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" jointly established and adopted by ALTA and NSPS effective as of February 23, 2021, and which meets the accuracy requirements of the appropriate classification of cadastral survey. Matters disclosed by the survey that in the Company's judgment constitute defects in title to the property will be shown as exceptions to coverage under the proposed policy, replacing the general survey exception currently shown on this Commitment in Schedule B, Part II, Paragraph 4.

Note: Consideration should be given to any items in Table A "Optional Survey Responsibilities and Specifications" that may need to be included in the plat of survey (a) to satisfy any specific requirements of the Proposed Insured Lender, or (b) to satisfy the requirements of the Company for issuance of any endorsements to be included in the policy(ies) to be issued pursuant to this Commitment.

6. **A NEW BOUNDARY SURVEY IS REQUIRED FOR CONVEYANCE**

7. If a Zoning Endorsement is requested, the following is required: A letter from the local Planning and Zoning authority, which contains a statement as to violations, and/or a current zoning report from a nationally recognized due diligence firm.
8. The following must be duly released of record as satisfied, or the same will appear as exception(s) to coverage under the policy anticipated by this Commitment:

- a. Commercial Open-End Mortgage in favor of Farm Credi Mid-America, PCA to secure the principal sum of

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements

(continued)

\$700,000.00, dated April 10, 2025, filed for record April 11, 2025 in [OR Volume 1667, Page 4733](#), Tuscarawus County, Ohio Records.

9. With regard to Trealayne Holsteins LLC, a _ limited liability company (the "LLC"), the following is required:
- a. a full and complete copy of the LLC's Articles of Organization or Certificate of Organization, and any amendment(s) thereto;
 - b. a current Good Standing Certificate issued by the Secretary of State (or equivalent) from the LLC's jurisdiction of formation;
 - c. an Affidavit of Members accurately identifying the current membership of the LLC; and
 - d. a full and complete copy of the Operating Agreement governing the authority of any or all of the members of the LLC to act on behalf of the LLC.

Note: This Commitment is subject to such additional exceptions as may appear upon review of said documentation.

10. All current owners of the property must execute and deliver to the Company an Owner's Affidavit which in the Company's judgment is sufficient in both form and content to identify:
- a. rights or claims of parties in possession not shown by the public records;
 - b. easements, or claims of easements, not shown by the public records; and/or
 - c. the occurrence of any event which could give rise to any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not shown by the public records.

Matters disclosed by the affidavits which in the Company's judgment constitute defects in title to the property will be shown as exceptions to coverage under the proposed policy, replacing the general exceptions currently shown on this Commitment in Schedule B, Part II, including those in Paragraph Nos. 3 and 5.

11. Receipt of complete details of the transaction(s) that are the subject of this Commitment. Upon full disclosure to the Company of the nature and scope of the transaction(s) and our review and approval of all closing documents, the Company reserves the right to raise such other and further Exceptions and Requirements as it deems appropriate.
12. 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.
13. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy must reflect the purchase price or fair market value of the Land. A Loan Policy must reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Until the amount of the policy or policies to be insured shall be entered in Schedule A as aforesaid, it is agreed between the Company and the Proposed Insured that the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and that the total liability of the Company under this Commitment shall not exceed \$100,000.00.
14. Any documents being executed and insured in conjunction with this transaction must be conducted under the supervision of an attorney actively licensed in the state where the signings take place, signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If these requirements cannot be met, please

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements
(continued)

call the company at the number provided in this Report/Commitment.

15. The transaction(s) that are the subject of this Commitment are subject to the review and approval of the Company's corporate underwriting department. The Company reserves the right to raise such other and further Exceptions and Requirements as it deems appropriate after such review.
16. Click this link to view the Fidelity National Financial, Inc. [Privacy Statement](#).
17. Notice is hereby provided to the following within the State of Ohio:
 - a. [Notice of Reduced Premium](#)
 - b. [Notice of Availability and Offer of Closing Protection Coverage](#)

NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTICE: Please be aware that the Company will not insure a prohibited person as defined under Ohio Revised Code Section 5301.256 as to the ownership in agricultural land or land in proximity to a military installation as defined under the referenced code section which is an excluded matter under the Exclusions from Coverage of any policy issued.

NOTE: Fidelity wiring instructions for this file can be accessed by [CLICKING HERE](#).

NOTE: In the event the subject transaction is a sale, the Company requires completion and return of a [Form 1099-S](#) or W-9, by the Seller.

END OF SCHEDULE B, PART I

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date 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. Taxes or special assessments which are not shown as existing liens by the Public Records.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Easements or claims of easements not shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. No liability is assumed for tax increases occasioned by the retroactive revaluation as a result of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
8. Covenants, conditions and restrictions and other instruments recorded in the Public Records purporting to impose a transfer fee or a conveyance fee payable upon the transfer of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens, or charges, whether recorded or unrecorded, if any, currently due and payable or that will become due and payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
9. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
10. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

11. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
12. Rights of public to use those portions of the Land lying within the confines of public roads and highways.
13. Rights of tenants in possession as tenants only under unrecorded leases.
14. Easement to The Ohio Power Company, filed for record July 21, 1923, in Lease [Volume 16, Page 622](#), of the Tuscarawas County, Ohio Records.
15. Deed of Easement to The Ohio Power Company, a corporation, filed for record January 10, 1936, in [Volume 219 Page 594](#), of the Tuscarawas County, Ohio Records.
16. Oil and Gas Lease by and between Wayne E. Specht and Janet W. Specht, husband and wife, and Mabel V. Specht nka Mabel V. Ritchey and Joseph K. Ritchey (Lessor) and G.R. Stacker (Lessee), filed for record August 19, 1964 in Lease [Volume 67, Page 388](#) of the Tuscarawas County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT.
17. Oil and Gas Lease by and between Wayne E. Specht and Janet W. Specht, husband and wife (Lessor) and Stocker & Sitter Leasehold Corp. (Lessee), filed for record February 9, 1979 in Lease [Volume 103 Page 737](#) of the Tuscarawas County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT.
18. Taxes and assessments, if any, for 2025 and subsequent years are a lien, but not yet due and payable.

The County Treasurer's General Tax records for the year 2024 are as follows:

[PPN: 10-01333-000](#)

Taxes for the first half, in the amount of \$2,550.02, are paid.

Taxes for the second half, in the amount of \$2,550.02, are paid.

NOTE: First half delinquency date is February 21, 2025. Second half delinquency date is July 18, 2025.

The above amount includes the following special assessments:

Assessments for C980000000 MWCD in the amount of \$1.00 per half.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

19. Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

END OF SCHEDULE B, PART II

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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.

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.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

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-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 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.

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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

