



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 EXTRACTIONAL 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(n) 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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- 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;
 - 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.
 - 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.

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- 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 \$2,000,000 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>.

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**OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY**

1408 North Westshore Blvd, Suite 900, Tampa, FL
33607

C. Monroe

By: _____
President

Kurt Lewis

By: _____
Secretary

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

Issuing Agent: Ohio Real Title Agency, LLC

Issuing Office: 117 East 3rd Street
Dover, OH 44622

Issuing Office's ALTA® Registry ID: 1147475

Loan ID Number:

Commitment Number: 216068

Issuing Office File Number: 216068

Property Address: 806 West Main Street, Sugarcreek, OH 44681; V/L West Main Street, Sugarcreek, OH 44681; V/L Southwest Miller Avenue, Sugarcreek, OH 44681; V/L Southwest Miller Avenue, Sugarcreek, OH 44681; V/L Southwest Main Street Rear, Sugarcreek, OH 44681; V/L West Main Street Rear, Sugarcreek, OH 44681; V/L West Miller Avenue, Sugarcreek, OH 44681; and V/L Southwest Miller Avenue, Sugarcreek, OH 44681

Revision Number:

SCHEDULE A

1. Commitment Date: September 15, 2025 at 6:59 AM

2. Policy to be issued:

(a) 2021 ALTA Owner's Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

Prestart**\$****Property 1: fee simple****Property 2: fee simple****Property 3: fee simple****Property 4: fee simple****Property 5: fee simple****Property 6: fee simple****Property 7: fee simple****Property 8: fee simple**

(b) 2021 ALTA Loan Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

TBD**1213 Prospect Avenue East, Suite 200, Cleveland, OH 44115****\$****Property 1: fee simple****Property 2: fee simple****Property 3: fee simple****Property 4: fee simple****Property 5: fee simple****Property 6: fee simple****Property 7: fee simple****Property 8: fee simple**

3. The estate or interest in the Land at the Commitment Date is:

Property 1: fee simple

Property 2: fee simple

Property 3: fee simple

Property 4: fee simple

Property 5: fee simple

Property 6: fee simple

Property 7: fee simple

Property 8: fee simple

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4. The Title is, at the Commitment Date, vested in:
- Property 1: Pirates Cove Development, LLC by deed recorded with Tuscarawas County Recording Office on 08/16/2024 in Book 1660, Page 44.
- Property 2: Pirates Cove Development, LLC by deed recorded with Tuscarawas County Recording Office on 08/16/2024 in Book 1660, Page 44.
- Property 3: Pirates Cove Development, LLC by deed recorded with Tuscarawas County Recording Office on 08/16/2024 in Book 1660, Page 44.
- Property 4: Pirates Cove Development, LLC by deed recorded with Tuscarawas County Recording Office on 08/16/2024 in Book 1660, Page 44.
- Property 5: Pirates Cove Development, LLC by deed recorded with Tuscarawas County Recording Office on 08/16/2024 in Book 1660, Page 44.
- Property 6: Pirates Cove Development, LLC by deed recorded with Tuscarawas County Recording Office on 08/16/2024 in Book 1660, Page 44.
- Property 7: Pirates Cove Development, LLC by deed recorded with Tuscarawas County Recording Office on 08/16/2024 in Book 1660, Page 44.
- Property 8: Pirates Cove Development, LLC by deed recorded with Tuscarawas County Recording Office on 08/16/2024 in Book 1660, Page 44.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

OHIO REAL TITLE AGENCY, LLC
117 East 3rd Street, Dover, OH 44622
Telephone: (330) 364-4450

Countersigned by:

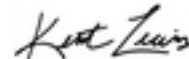


Michelle M Britton, License #728636
Ohio Real Title Agency, LLC, License #

**OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY**
1408 North Westshore Blvd, Suite 900, Tampa, FL
33607



By: _____
President



By: _____
Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Proper documentation for authorization to sign on behalf of company, if it applies
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
5. 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.
6. Release of Mortgages and /or Liens in Schedule B, Section II
7. Possible Homeowners Association dues if any.
8. **"NOTE: The Company shall not be liable for, and any title insurance policy issued hereunder shall not cover, any loss, cost or damage as a result of prohibition of ownership of "Agricultural Land" by certain "Persons" as defined in Ohio Revised Code Section 5301.256."**

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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 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 any 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 actual 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, Municipality, Township or other taxing authority.
7. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
8. Pursuant to ORC 1509.31, leases for oil or natural gas, pipeline agreements or any other instrument related to the production or sale of oil or natural gas recorded in the County Recorders Office subsequent to the Date of Policy will not be terminated or extinguished by a foreclosure of the mortgage described in Schedule A hereof
9. 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.
10. Those matters shown on the Plat recorded as Plat Volume 27, Page 1, in the Tuscarawas County, Ohio Records.
11. Easement and Right of Way filed in Volume 764, Page 40 in the Tuscarawas County, Ohio Records.
NOTE: For further conditions see record.
12. Easement filed in Volume 754, Page 656 in the Tuscarawas County, Ohio Records.

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NOTE: For further conditions see record.

13. Easement filed in Volume 1300, Page 1314 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

14. Easement and Restrictions filed in Volume 1114, Page 794 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

15. Easement and Conditions filed in Volume 507, Page 917 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

16. Easement filed in Volume 495, Page 724 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

17. Easement filed in Volume 283, Page 577 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

18. Easement filed in Volume 282, Page 99 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

19. Easement filed in Volume 237, Page 41 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

20. Easement filed in Volume 399, Page 128 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

21. Easement filed in Volume 474, Page 518 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

22. Highway Easement filed in Volume 493, Page 221 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

23. Oil and Gas Lease filed in Volume 507, Page 130 in the Tuscarawas County, Ohio Records.

NOTE: We have made no further examination of the above. For further conditions see record.

24. Affidavit filed in Volume 1376, Page 2403 in the Tuscarawas County, Ohio Records.

25. Reservation filed in Volume 351, Page 429 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

26. Lease filed in Volume 13, Page 1 in the Tuscarawas County, Ohio Records.

NOTE: We have made no further examination of the above. For further conditions see record.

27. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 58-00102-000

Taxes for the First Half 2024 in the amount of \$251.19 ARE PAID

Taxes for the Last Half 2024 in the amount of \$251.19 ARE PAID

Subject to future assessments of any kind, if any.

Taxes for future tax periods are a lien, not yet due or payable.

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28. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 58-00493-000

Taxes for the First Half 2024 in the amount of \$1,025.99 ARE PAID
Taxes for the Last Half 2024 in the amount of \$1,025.99 ARE PAID

Subject to future assessments of any kind, if any.
Taxes for future tax periods are a lien, not yet due or payable.

29. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 58-01047-003

Taxes for the First Half 2024 in the amount of \$301.79 ARE PAID
Taxes for the Last Half 2024 in the amount of \$301.79 ARE PAID

Subject to future assessments of any kind, if any.
Taxes for future tax periods are a lien, not yet due or payable.

30. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 58-01047-004

Taxes for the First Half 2024 in the amount of \$301.79 ARE PAID
Taxes for the Last Half 2024 in the amount of \$301.79 ARE PAID

Subject to future assessments of any kind, if any.
Taxes for future tax periods are a lien, not yet due or payable.

31. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 58-01047-005

Taxes for the First Half 2024 in the amount of \$301.79 ARE PAID
Taxes for the Last Half 2024 in the amount of \$301.79 ARE PAID

Subject to future assessments of any kind, if any.
Taxes for future tax periods are a lien, not yet due or payable.

32. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 58-01047-006

Taxes for the First Half 2024 in the amount of \$446.62 ARE PAID
Taxes for the Last Half 2024 in the amount of \$446.62 ARE PAID

Subject to future assessments of any kind, if any.
Taxes for future tax periods are a lien, not yet due or payable.

33. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 58-01047-007

Taxes for the First Half 2024 in the amount of \$452.20 ARE PAID
Taxes for the Last Half 2024 in the amount of \$452.20 ARE PAID

Subject to future assessments of any kind, if any.
Taxes for future tax periods are a lien, not yet due or payable.

34. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 58-01048-000

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Taxes for the First Half 2024 in the amount of \$44.04 ARE PAID
Taxes for the Last Half 2024 in the amount of \$44.04 ARE PAID

Subject to future assessments of any kind, if any.
Taxes for future tax periods are a lien, not yet due or payable.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Tuscarawas, State of Ohio and is described as follows:

Property 1
PARCEL NO. 1:

Being a part of the Village of Sugarcreek and situated in the southeast quarter of section 3, Sugarcreek Township, T-8 N, R-4 W, Tuscarawas County, Ohio, also known as part of a 65.04 acre tract conveyed to Eli J.C. Yoder in Deed vol. 373 page 537 and Official Record vol. 1201 page 1460, #58-00861-000. Described as follows: Commencing at a 3/4 inch rebar found marking the southwest corner of Lot 702 of the Village of Sugarcreek, thence S 62 degrees 27' 00" E 266.79 feet along the lot line and along LBA Enterprises, Ltd.'s (Deed vol. 765 page 5) north line to a 1/4 inch rebar found, thence S 27 degrees 33'00" W 247.78 feet along said LBA Enterprises, Ltd.'s east line and along Moomaw Manor Ltd. Partnership's (Deed vol. 583 page 737) west line to a 5/8 inch rebar found on Cletus & Norma Yoder's (Deed vol. 610 page 401) north line, thence S 63 degrees 07' 00" E 38.62 feet along said Cletus & Norma Yoder's north line and along said Moomaw Manor Ltd. Partnership's west line to a 5/8 inch rebar found the TRUE POINT OF BEGINNING. thence with the following SEVEN (7) COURSES: 1) S 63 degrees 07' 00" E 135.46 feet along said Moomaw Manor Ltd. Partnership's west line to an iron pin set, witnessed by a 3/4 inch rod found N 26 degrees 48' 07" E 1.07 feet, also witnessed by a 3/4 inch rod found S 71 degrees 02' 47" E 7.01 feet; 2) S 10 degrees 21' 16" W 134.58 feet along said Moomaw Manor Ltd. Partnership's west line to a 3/4 inch rod found; 3) S 35 degrees 34' 28" W 432.55 feet along said Moomaw Manor Ltd. Partnership's west line to a 3/4 inch rod found on Belden Brick Company's (Deed vol. 610 page 783) north line; 4) N 54 degrees 25' 32" W 420.86 feet along said Belden Brick Company's north line to a point in S.R. 93, witnessed by an iron pin set S 54 degrees 25' 32" E 56.21 feet; 5) N 25 degrees 15' 16" E 222.50 feet along S.R. 93 and along Jeffrey Troyer, Pamela Russell, Brent & Douglas Troyer's (Deed vol. 763 page 872) east line to a point, witnessed by a 5/8 inch rebar found S 75 degrees 27' 01" E 41.13 feet; 6) S 75 degrees 27' 01" E 360.13 feet along said Cletus & Norma Yoder's south line to a 5/8 inch rebar found; 7) N 15 degrees 49' 31" E 197.34 feet along said Cletus & Norma Yoder's east line to the TRUE POINT OF BEGINNING. This parcel contains 3.735 acres, but subject to all highways and easements of record. All iron pins set are 5/8 inch rebars with a plastic identification cap marked "Baker 6938". Bearings from Deed vol. 765 page 5. This survey made and description prepared by Jamie D. Darr P.S. 7755. January 10, 2007 SAVING AND EXCEPTING THE FOLLOWING: Being a part of the Village of Sugarcreek and situated in the southeast quarter of section 3, Sugarcreek Township, T-8 N, R-4 W, Tuscarawas County, Ohio, also known as part of a 3.735 acre tract conveyed to Eli J.C. Yoder in Official Record vol. 1252 page 2599, #58-00861-000. Described as follows:

Commencing at a 3/4 inch rebar found marking the southwest corner of Lot 702 of the Village of Sugarcreek, thence S 62 degrees 27' 00" E 266.79 feet along the lot line and along LBA Enterprises, Ltd.'s (Deed vol. 765 page 5) north line to a 1/4 inch rebar found, thence S 27 degrees 33'00" W 247.78 feet along said LBA Enterprises, Ltd.'s east line and along Moomaw Manor Ltd. Partnership's (Deed vol. 583 page 737) west line to a 5/8 inch rebar found on Cletus & Norma Yoder's (Deed vol. 610 page 401) north line, thence S 63 degrees 07' 00" E 38.62 feet along said Yoder's north line and along said Moomaw Manor Ltd. Partnership's south line to a 5/8 inch rebar found the TRUE POINT OF BEGINNING.

thence with the following THREE (3) COURSES:

- 1) S 63 degrees 07' 00" E 48.24 feet along said Moomaw Manor Ltd. Partnership's south line to an iron pin set;
- 2) S 29 degrees 57' 14" W 193.96 feet through the lands of said Eli J.C. Yoder to a 5/8 inch rebar found;
- 3) N 15 degrees 49' 31" E 197.34 feet along said Cletus & Norma Yoder's east line to the TRUE POINT OF BEGINNING.

This parcel contains 0.107 acres, but subject to all easements of record. All iron pins set are 5/8 inch rebars with a plastic identification cap marked "Baker 6938". Bearings from Deed vol. 765 page 5.

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This survey made and description prepared by Jamie D. Darr P.S. 7755. July 18, 2007

Leaving to be conveyed 3.628 acres, more or less

Parcel No.: 58-00861-000

PARCEL NO. 2:

Situated in the Village of Sugarcreek in the County of Tuscarawas, the State of Ohio.

Being located in the Southeast Quarter of Section 3 in Township 8, Range 4 of the United States Military Lands and being a part of the residue of a 12.597 acre tract (AP #58-01047.000) heretofore conveyed to David P. Shutt II (1/3 interest), Christine S. Parson (1/3 interest), Jessica Numbers (1/6 interest) and Anthony Immel (1/6 interest) in Official Record 1519 at Page 2385 of the Tuscarawas County Official Records with the tract to be conveyed being more fully described as follows:

Commencing at a 5/8" iron pin found capped Pyle Survey at the northeast corner of Lot 892 of Shutt Allotment as set forth in Plat Book 27 at Page 1 and being also at the TRUE PLACE OF BEGINNING of the tract herein to be described;

Thence with the north line of said Lot 892 North 27 deg. 05 min. 54 sec. West, 202.19 feet to an iron pin set;

Thence through the bounds of the aforesaid residue 12.597 acre parent tract North 43 deg. 30 min. 59 sec. East, 360.06 feet to an iron pin set on the south bound of a 0.583 acre tract heretofore conveyed to David P. Shutt II (1/3 interest), Christine S. Parson (1/3 interest), Jessica Numbers (1/6 interest) and Anthony Immel (1/6 interest) (O.R. 1519 - Pg. 2385);

Thence with the bounds of said 0.583 acre tract the following two courses;

(1) thence South 42 deg. 05 min. 54 sec. East, 184.84 feet to an iron pin set;

(2) thence North 43 deg. 58 min. 25 sec. East, 108.03 feet to an iron pin set at the southwest corner of a 0.417 acre tract heretofore conveyed to Robert D. & Roxie L. Gerber (O.R. 1377-Pg. 1311); Thence with the bounds of said 0.417 acre tract the following two courses;

(1) thence South 45 deg. 38 min. 35 sec. East, 72.35 feet to a 1/2" iron pin found;

(2) thence North 44 deg. 21 min. 25 sec. East, 3.07 feet to an iron pin set on a north bound of the residue 12.597 acre parent tract;

Thence with the north bound of said residue 12.597 acre parent tract South 42 deg. 58 min. 17 sec. East, 284.59 feet to a 3/4" iron pin found at the northwest corner of a 0.50 acre tract heretofore conveyed to Nicholas L. & Kara M. Neuenschwander (O.R. 1278- Pg. 1761);

Thence with the bounds of said 0.50 acre tract the following two courses;

(1) thence South 38 deg. 02 min. 11 sec. West, 110.27 feet to a bent 3/4" iron pin found;

(2) thence South 43 deg. 21 min. 29 sec. East, 200.00 feet to a 3/4" iron pin found on the west bound of a 1.906 acre tract heretofore conveyed to Kayla D. Eicher (O.R. 1487- Pg. 2077); Thence with the west bound of said 1.906 acre tract and with the west bound of the residue of a 2.129 acre tract heretofore conveyed to Melissa J. Miller (O.R. 1313 - Pg. 65) and with the west bound of a 0.897 acre tract heretofore conveyed to Scott & Lori Wright (O.R. 1499- Pg. 2276) South 37 deg. 55 min. 40 sec. West, 480.57 feet to a 5/8" iron pin found at the northeast corner of a 0.349 acre tract heretofore

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conveyed to George J. & Margaret M. Nagy (D.V. 702- Pg. 535) and passing on line a 5/8" iron pin found at 193.71 feet and a 5/8" iron pin found capped Pyle Survey at 445.95 feet;

Thence with the bounds of said 0.349 acre tract the following two courses;

(1) thence North 47 deg. 00 min. 59 sec. West, 154.01 feet to a 5/8" iron pin found capped Pyle Survey;

(2) thence South 35 deg. 38 min. 47 sec. West, 100.73 feet to a bent 5/8" iron pin found on the north line of Miller Avenue SW;

Thence with said Miller Avenue SW and with a bound of the residue 12.597 acre parent tract North 46 deg. 57 min. 00 sec. West, 50.36 feet to a 5/8" iron pin found at the southeast corner of Lot 889 of the aforesaid Shutt Allotment;

Thence with the east line of said lot North 35 deg. 39 min. 16 sec. East, 200.00 feet to a 5/8" iron pin found capped Pyle Survey at the northeast corner of said lot;

Thence with the north line of Lot 889, Lot 890 and Lot 891 of said Shutt Allotment North 46 deg. 57 min. 00 sec. West, 390.00 feet (passing on line 5/8" iron pins found capped Pyle Survey at 130.00 feet and at 260.00 feet) to the TRUE PLACE OF BEGINNING, containing 8.472 Acres, more or less but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

The above-described tract consists of part of AP #58-01047.000.

Bearings herein are oriented to Ohio State Plane North Zone NAD 83 and all iron pins set are 5/8"x30" re-bars with blue plastic caps stamped R.A.W. 8401.

Survey and description by R. Aaron Wells, Professional Surveyor #8401 in August 2018.

Parcel No.: 58-01047-006

PARCEL NO. 3:

Situated in the Village of Sugarcreek in the County of Tuscarawas, the State of Ohio.

Being located in the Southeast Quarter of Section 3 in Township 8, Range 4 of the United States Military Lands and being part of Lot 892 (AP #58-01047.002) of Shutt Allotment as set forth in Plat Book 27 at Page 1 in the Village of Sugarcreek heretofore conveyed to David P. Shutt IT (1/3 interest), Christine S. Parson (1/3 interest), Jessica Numbers (1/6 interest) and Anthony Immel (1/6 interest) in Official Record 1519 at Page 2385 of the Tuscarawas County Official Records with the tract to be conveyed being more fully described as follows:

Commencing at a 5/8" iron pin found capped Pyle Survey at the northeast corner of said Lot 892 and being also at the TRUE PLACE OF BEGINNING of the tract herein to be described;

Thence with the east line of said lot and with the west line of Lot 891 of said allotment South 35 deg. 39 min. 16 sec. West, 208.23 feet to a 5/8" iron pin found capped Pyle Survey at the southeast corner of said Lot 892;

Thence with the south line of said Lot 892 and with the north line of Miller Avenue SW North 62 deg. 15 min. 42 sec. West, 188.53 feet to an iron pin set;

Thence through the bounds of said Lot 892 the following two courses;

(1) thence North 26 deg. 42 min. 02 sec. East, 130.62 feet to an iron pin set;

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(2) thence North 43 deg. 30 min. 59 sec. East, 199.61 feet to an iron pin set on the north line of said lot;

Thence with said north line South 27 deg. 05 min. 54 sec. East, 202.19 feet to the TRUE PLACE OF BEGINNING, containing 1.215 Acres, more or less but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

The above-described tract consists of part of AP #58-01047.002.

Bearings herein are oriented to Ohio State Plane North Zone NAD 83 and all iron pins set are 5/8"x30" re-bars with blue plastic caps stamped R.A.W. 8401.

Survey and description by R. Aaron Wells, Professional Surveyor #8401 in August 2018.

Parcel No.: 58-01047-007

PARCEL NO. 4-6:

Being Lots 889, 890 and 891 in the Village of Sugarcreek, Ohio. Subject to all matters set forth on the Plat of the Shutt Allotment, Tuscarawas County Plat Volume 27, Page 1.

Parcel No.: 58-01047-003 (Lot 889); 58-01047-004 (Lot 890); 58-01047-005 (Lot 891)

PARCEL NO. 7:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

Being known as part of the Southeast Quarter of Section 3, Township 8 and Range 4 of the United States Military Lands and being more fully described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Baker's Triangle Allotment in Shanesville; thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.1 feet to the TRUE PLACE OF BEGINNING of the tract herein described; thence from said true place of beginning, South 37 deg. 31 min. West, 26.90 feet to an iron pin; continuing South 37 deg. 31 min. West, 188.75 feet to an iron pin; thence North 43 deg. 11 min. West, 204.83 feet to a point; thence North 44 deg. 23 min. East, 186.98 feet to an iron pin; thence continuing North 44 deg. 23 min. East, 26.57 feet to a point in Ragersville Road; thence with said road, South 43 deg. 00 min. East, 179.08 feet to the TRUE PLACE OF BEGINNING, containing 0.94 of an acre.

Survey and description by Edward P. Gasser, Surveyor #4681.

SAVING AND EXCEPTING the following:

Being known as part of the Southeast Quarter of Section 3, Township 8 and Range 4 of the United States Military Lands and being more fully described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Baker's Triangle Allotment in Shanesville; thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.10 feet to a point at the most northerly corner of a tract of land heretofore conveyed to Ranson G. Andreas by deed recorded in Volume 361, Page 257, Deed Records of Tuscarawas County; thence North 43 deg. 00 min. West, 107.08 feet to the TRUE PLACE OF BEGINNING of the tract herein described; thence from said true place of beginning and continuing North 43 deg. 00 min. West, 72.00 feet to a point; thence South 44 deg. 23 min. West, 26.57 feet to an iron pin; thence

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continuing South 44 deg. 23 min. West, 186.98 feet to an iron pin; thence South 43 deg. 11 min. East, 72.00 feet to an iron pin; thence North 44 deg. 23 min. East, 186.77 feet to an iron pin; thence continuing North 44 deg. 23 min. East, 26.57 feet to the TRUE PLACE OF BEGINNING, containing 0.35 of an acre.

Leaving to be conveyed 0.59 acre, more or less, in Tract 1

Parcel No.: 58-00493-000

PARCEL NO. 8:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

Being a part of the Southeast Quarter of Section 3, Township 8, Range 4 of the United States Military Lands and being a part of a 12.597 acre tract as conveyed to David P. and Norma J. Shutt by Warranty Deed recorded in Volume 487, Page 644, Deed Records of Tuscarawas County and being more fully described as follows:

Beginning at an iron pin at the intersection of the east line of said quarter section with the northwesterly line of the most northwesterly alley in Baker's Triangle Allotment in Shanesville (now Sugarcreek); thence with the northwesterly alley line, North 53 deg. 58 min. East, 210.0 feet to a point in Ragersville Road; thence with said road, North 41 deg. 53 min. West, 276.1 feet to the most easterly corner of a 0.59 acre tract; thence with the southeasterly line of said 0.59 acre tract, South 37 deg. 31 min. West, 215.65 feet to an iron pin at the most easterly corner of the above mentioned 12.597 acre tract and being the PLACE OF BEGINNING of the tract herein to be conveyed; thence from said beginning point with the southeasterly line of said 12.597 acre tract, South 38 deg. 09 min. West, 110.15 feet to an iron pin; thence North 43 deg. 11 min. West, 200.0 feet to an iron pin; thence North 38 deg 09 min. East, 110.15 feet to an iron pin on the northeasterly line of said 12.597 acre tract; thence with said northeasterly line, South 43 deg. 11 min. East, 200.0 feet to the PLACE OF BEGINNING, containing 0.50 of an acre, more or less.

The above description prepared by Frank E. Bair, Registered Surveyor #5918.

Parcel No.: 58-01048-000

PARCEL NO. 9:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

Being located in the Southeast Quarter of Section 3 in Township 8, Range 4 of the United States Military Lands and consisting of part of a 0.35 acre tract (Tract 1) heretofore conveyed to Mary Eckert in Official Record 1304, Page 1495 of the Tuscarawas County Official Records with the tract to be conveyed being more fully described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 3;

Thence with the bounds of a 1.084 acre tract as calculated from Deed Volume 747, Page 765, the following three (3) courses;

(1) thence South 0 deg. 33 min. 38 sec. West, 25.00 feet;

(2) thence South 66 deg. 17 min. 30 sec. East, 30.33 feet;

(3) thence South 27 deg. 33 min. 38 sec. West, 271.50 feet to a point in West Main Street at the southmost corner of said tract and passing on line a 5/8" iron pin capped "Pyle Survey 6533" (found) at 239.74 feet;

Thence continuing South 27 deg. 33 min. 38 sec. East, 2.76 feet to a point in West Main Street on the northeast line of the

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residue of a 0.94 acre tract heretofore conveyed to Nicholas L. and Kara M. Neuenschwander (O.R. 1278, Pg. 1761);

Thence with said line and running in said street, North 43 deg. 00 min. 00 sec. West, 8.56 feet to a point at the eastmost corner of the aforesaid 0.35 acre parent tract being also the TRUE PLACE OF BEGINNING of the tract herein described;

Thence with the southeast line of said tract, South 44 deg. 04 min. 48 sec. West, 213.37 feet to an iron pin (set) on the northeast line of a 0.50 acre tract heretofore conveyed to Nicholas L. and Kara M. Neuenschwander (O.R. 1278, Pg. 1761) and passing on line a 3/4" iron pin (found - bent) at 26.43 feet;

Thence with said line, North 43 deg. 11 min. 00 sec. West, 67.17 feet to a 3/4" iron pin (found) at the northmost corner of said tract;

Thence through the bounds of the aforesaid parent tract, North 46 deg. 16 min. 28 sec. East, 213.33 feet to a point in West Main Street on the northeast line of the aforesaid parent tract and passing on line an iron pin (set) at 186.88 feet;

Thence with said line and running in said street, South 43 deg. 00 min. 00 sec. East, 59.00 feet to the TRUE PLACE OF BEGINNING, containing 0.309 acre more or less, but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

The above described tract consists of part of AP# 58-00102.000.

Bearings herein are oriented to Deed Volume 487, Page 644. All iron pins set are 5/8"x30" re-bars with yellow plastic caps stamped "WARD 7356".

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in February, 2013.

Parcel No.: 58-00102-000

Property 2

Property 3

Property 4

Property 5

Property 6

Property 7

Property 8

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