

**COMMITMENT - Schedule A**

Transaction Identification Data for reference only:

Issuing Agent: Keli Taylor  
Issuing Office: Monroe Street Title Company, Ltd.  
ALTA® Universal ID: 1101170  
Loan ID Number:  
Commitment Number: 14-00584.000-04-20  
Issuing Office File Number: 200245  
Property Address: 5540 SR 60 Millersburg, Ohio 44654  
Revision Number:

**SCHEDULE A**

1. Commitment Date: April 6, 2020 at 08:00 AM
2. Policy to be issued:
  - (a) OWNER'S: ALTA Own. Policy (06/17/06)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.  
Proposed Policy Amount
  - (b) LOAN: ALTA Loan Policy (06/17/06)  
Proposed Insured:  
Proposed Policy Amount
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
As to Tract #1:  
James D. Steele and Beverly E. Steele, husband and wife  
Source of Title: Official Records Volume 191, Page 1170; and Deed Volume 251, Page 525, Holmes County, Ohio  
  
As to Tract #2:  
Beverly E. Steele  
Source of Title: Official Records Volume 271, Page 3032; and Official Records Volume 177, Page 2351, Holmes County, Ohio
5. The Land is described as follows:  
See attached Exhibit A.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Schedule A - ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.G.U. 1003

**SCHEDULE A**  
(Continued)

Keli Taylor  
Monroe Street Title Company, Ltd.

*Keli Taylor*

Agent Signature

By

**North American Title Insurance Company**  
Emilio Fernandez  
President



Agent Number. OH315

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Schedule A - ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU. 1003

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(200245.PFD/200245/6)



## North American Title Insurance Company

1855 Gateway Boulevard, Suite 600, Concord, CA 94520  
(800) 374-8475 or (800) 869-3434

### COMMITMENT - Schedule B-I

File No.: 200245

Commitment No.: 14-00584.000-04-20

#### 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.
  - a. Warranty Deed from Beverly E. Steele to TBD
3. Holmes County Tax Map Office is requiring a new survey of Tract #1 prior to any transfer of ownership.
4. Affidavit for Transfer of Real Estate to Survivor for Tract #1 from James D. Steele, deceased, to Beverly E. Steele.
5. The Company has no liability under this commitment until an endorsement is issued stating the names of the proposed Insured. Once the proper names are provided, the Company reserves the right to make additional requirements and/or exceptions.

Further, the Company has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy.
6. Mortgage location survey meeting the Company's requirements to delete Schedule B II, Item 2.
7. Transfer of utility easement parcels 14-00584.002 to State of Ohio, and 14-00584.001 to Holmes County Commissioners or Monroe Township Trustees.

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Schedule B-I - Requirements - ALTA® Commitment for Title Insurance (8/1/16)  
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## North American Title Insurance Company

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(800) 374-8475 or (800) 869-3434

### COMMITMENT - Schedule B-II

File No.: 200245

Commitment No.: 14-00584.000-04-20

#### SCHEDULE B, PART II

##### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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.
3. Rights or claims of parties in possession not recorded in the Public Records.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Taxes or special assessments required to be paid in the year 2020 and subsequent years.
10. Although the policy to be issued insures access to and from the land, it will not insure the right of the insured to build a driveway connecting to the public highway.
11. Subject to the rights of public in and to that portion of caption real estate that lies within the bounds of State Route 60 and State Route 39.
12. Notwithstanding the reference to acreage in the description set forth in Schedule A hereof, this policy does not insure the acreage of land set forth therein.
13. Anything to the contrary notwithstanding, this Policy does not insure the accuracy of dimensions recited or referenced within the description of premises described in Schedule A.
14. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the

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Schedule B-II - Exceptions - ALTA® Commitment for Title Insurance (8/1/16)  
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**SCHEDULE B, PART II**  
(Continued)

File No.: 200245

Commitment No.: 14-00584.000-04-20

Date of Policy.

16. All taxes and assessments, if any, including taxes and assessments not yet due and payable.

The County Treasurer's 2019 General Tax Duplicate listed as Parcel No. 14-00584.000, in the name(s) of James D. Steele and Beverly E. Steele shows:

Land Value	\$58,180.00
Building Value	\$55,620.00
Taxes per 1/2 year	\$1,447.69

There are special assessments included for Muskingum Watershed Conservancy in the amount of \$3.00 per half.

Taxes for the full year 2019 have been paid in full. The taxes for the year 2020 have not yet been determined, but are a lien, not yet due and payable.

Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

**NOTE: THIS PARCEL IS SUBJECT TO A REDUCED TAX VALUATION FOR HOMESTEAD REDUCTION. FOR FURTHER INFORMATION, CONTACT THE HOLMES COUNTY RECORDER, COUNTY AUDITOR OR TAX COMMISSIONER. NO LIABILITY IS ASSUMED UNDER THIS POLICY FOR ANY LIEN WHICH MAY ARISE BY REVISION OF THE REAL ESTATE BEING SUBJECT TO THE REDUCED TAX VALUATION.**

17. All taxes and assessments, if any, including taxes and assessments not yet due and payable.

The County Treasurer's 2019 General Tax Duplicate listed as Parcel No. 14-00426.004, in the name(s) of Beverly E. Steele shows:

Land Value	\$11,260.00
Building Value	\$-0-
Taxes per 1/2 year	\$43.32

Taxes for the full year 2019 have been paid in full. The taxes for the year 2020 have not yet been determined, but are a lien, not yet due and payable.

Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

18. **NOTE: THESE PARCELS ARE SUBJECT TO A REDUCED TAX VALUATION FOR PROPERTY DEVOTED EXCLUSIVELY TO AGRICULTURAL USE. SECTIONS 5713.20 THROUGH 5713.99 OF THE OHIO REVISED CODE**

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**SCHEDULE B, PART II**  
(Continued)

File No.: 200245

Commitment No.: 14-00584.000-04-20

PROVIDE FOR A RECOUPMENT OF TAX SAVINGS FOR THE THREE (3) YEARS IMMEDIATELY PRECEDING A CONVERSION, OR CHANGE, IN EXCLUSIVE AGRICULTURAL USE. FOR FURTHER INFORMATION, CONTACT THE HOLMES COUNTY RECORDER, COUNTY AUDITOR OR TAX COMMISSIONER. NO LIABILITY IS ASSUMED UNDER THIS POLICY FOR ANY LIEN WHICH MAY ARISE BY REVISION OF THE REAL ESTATE BEING SUBJECT TO THE REDUCED TAX VALUATION.

19. As to both tracts, Septic line right of way from James D. Steele and Beverly Steele, husband and wife, Carl Brenly and Ruth Ann Brenley, husband and wife, Esther M. Steele, a single person, and Willis Franks and Ina Gene Frants, husband and wife, to John N. Raber and Deborah K. Raber, dated June 15, 1992, filed for record June 16, 1992 and recorded in Deed Volume 255, Page 954, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument

20. As to Tract #1, Oil and gas lease from Jennie A. McCullough, mother, and Lester W. McCullough and Mabel Elizabeth McCullough, husband and wife, to M.L. Garber and Robt. C. Croskey, dated April 7, 1955, filed for record April 26, 1956 and recorded in Lease Volume 49, Page 507, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument

21. As to Tract #1, Oil and gas lease from Lester W. McCullough and Mabel E. McCullough, husband and wife, to Harold W. McCullough, dated May 8, 1958, filed for record May 23, 1958 and recorded in Lease Volume 53, Page 27, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument

22. As to Tract #1, Oil and gas lease from Lester W. McCullough and Mabel E. McCullough, husband and wife, to David Law, dated October 15, 1963, filed for record November 16, 1963 and recorded in Lease Volume 65, Page 99, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument

23. As to Tract #1, Oil and gas lease from Lester W. McCullough and Mabel E. McCullough, husband and wife, to J. & J. Production Co., dated October 2, 1965, filed for record November 12, 1965 and recorded in Lease Volume 67, Page 529, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument

24. As to Tract #1, Oil and gas lease from Lester W. McCullough and Mabel E. McCullough, husband and wife, to William N. Tipka, dated February 15, 1974, filed for record March 6, 1974 and recorded in Lease Volume 77, Page 8, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument

25. As to Tract #1, Electric transmission right of way from James McCullough and Jennie McCullough, husband and wife, to Holmes Rural Electric Cooperative, Inc., dated November 21, 1935, filed for record May 1, 1936 and recorded in Deed Volume 105, Page 275, Holmes County, Ohio.

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Schedule B-II - Exceptions - ALTA® Commitment for Title Insurance (8/1/16)  
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**SCHEDULE B, PART II**  
(Continued)

File No.: 200245

Commitment No.: 14-00584.000-04-20

NOTE: No examination was made of the estate created by the above instrument.

26. As to Tract #1, Pipeline right of way from Lester W. McCullough and Mabel F. McCullough, husband and wife, to The Oxford Oil Company, dated December 4, 1972, filed for record December 8, 1972 and recorded in Deed Volume 182, Page 343, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

27. As to Tract #1, Pipeline right of way from Arthur William Fobell and Neva Jean Fobell, husband and wife, to Daniel M. Shadburn and Gayle T. Hazer, dated March 29, 1984, filed for record April 11, 1984 and recorded in Deed Volume 223, Page 264, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

28. As to Tract #1, Pipeline right of way from James McCullough and Jennie McCullough, no marital status, to The East Ohio Gas Co., dated March 26, 1924, filed for record May 1, 1924 and recorded in Lease Volume 23, Page 281, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

29. As to Tract #1, Pipeline right of way from James McCullough, no marital status, to The Central Ohio Gas Co., dated March 13, 1924, filed for record March 29, 1924 and recorded in Lease Volume 24, Page 542, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

30. As to Tract #1, Pipeline right of way from James McCullough and Jennie McCullough, to The Ohio Fuel Supply Company, dated October 28, 1924, filed for record March 3, 1925 and recorded in Lease Volume 25, Page 313, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

31. As to Tract #1, Electric transmission right of way from James D. Steele and Beverly E. Steele, to Holmes-Wayne Electric Cooperative, Inc., dated August 2, 2000, filed for record January 9, 2001 and recorded in Official Records Volume 65, Page 369, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

32. As to Tract #2, Oil and gas lease from Aaron A. Steele and Esther M. Steel [sic], husband and wife, to Ed Obermiller, dated August 31, 1953, filed for record May 19, 1954 and recorded in Lease Volume 47, Page 596, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

33. As to Tract #2, Oil and gas lease from Aaron A. Steele and Esther M. Steele, his wife, to The Oxford Oil Company, dated January 6, 1972, filed for record January 21, 1972 and recorded in Lease Volume 74, Page 632, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

34. As to Tract #2, Ingress and egress right of way from Aaron A. Steele and Esther M. Steele, husband and wife, to Harold

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Schedule B-II - Exceptions - ALTA® Commitment for Title Insurance (8/1/16)  
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**SCHEDULE B, PART II**  
(Continued)

File No.: 200245

Commitment No.: 14-00584.000-04-20

Alexander and Dayle Alexander, dated October 13, 1960, filed for record October 13, 1960 and recorded in Deed Volume 144, Page 197, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

35. As to Tract #2, Ingress and egress right of way from Aaron A. Steele and Esther M. Steele, husband and wife, to Owen W. Miller and Helen L. Miller, dated November 29, 1960, filed for record November 29, 1960 and recorded in Deed Volume 144, Page 331, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

36. As to Tract #2, Drainage and pipeline right of way from Esther M. Steele, widow, unremarried, to Terry A. Marmet and Brenda S. Marmet, dated January 12, 1989, filed for record January 17, 1989 and recorded in Deed Volume 242, Page 12, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

37. As to Tract #2, Ingress and egress right of way from Esther Steele, widow, unremarried, to Harold Alexander and Dayle Alexander, dated July 12, 1976, filed for record July 22, 1976 and recorded in Deed Volume 195, Page 89, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

38. As to Tract #2, Pipeline for effluent right of way from Esther Steele, widow, unremarried, to Harold Alexander and Dayle Alexander, dated July 12, 1976, filed for record July 22, 1976 and recorded in Deed Volume 195, Page 89, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

39. As to Tract #2, Twenty foot ingress and egress right of way from Aaron A. Steele and Esther M. Steele, husband and wife, to Rupert M. Fry and Margaret L. Fry, dated November 22, 1963, filed for record November 22, 1963 and recorded in Deed Volume 151, Page 443, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

40. As to Tract #2, Location Agreement for telephone line from Esther Steele, widow, unremarried, to United Telephone Company, dated November 13, 1977, filed for record November 17, 1977 and recorded in Deed Volume 200, Page 390, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

41. As to Tract #2, Electric transmission right of way from Esther Steele, widow, unremarried, to Holmes-Wayne Electric Cooperative, Inc., dated November 3, 1977, filed for record November 21, 1977 and recorded in Deed Volume 200, Page 407, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

42. As to Tract #2, Fifty foot ingress and egress right of way from James D. Steele and Beverly E. Steele, husband and wife, to Larry

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**SCHEDULE B, PART II**  
(Continued)

File No.: 200245

Commitment No.: 14-00584.000-04-20

Loder and Teresa Loder, dated February 23, 2005, filed for record March 11, 2005 and recorded in Official Records Volume 178, Page 2438, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

43. As to Tract #2, Twenty foot ingress and egress right of way from Esther M. Steele, a widow, unremarried, James D. Steele, a married person, Ima Jean Franks, widow, unremarried, and Ruth Ann Brenly, a married person, to Norman L. Klotz and Shirley M. Klotz, dated August 23, 1998, filed for record August 27, 1998 and recorded in Official Records Volume 15, Page 383, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

44. As to Tract #2, Twenty foot ingress and egress right of way from Ima Gene Franks, a single person, James D. Steele, a married person, and Ruthann Brenly, a married person, to James D. Steele and Beverly E. Steele, dated December 30, 2004, filed for record January 14, 2005 and recorded in Official Records Volume 177, Page 2351, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

45. As to Tract #2, Highway right of way from Aaron A. Steele and Esther M. Steele, husband and wife, to State of Ohio, dated March 29, 1965, filed for record May 11, 1965 and recorded in Deed Volume 155, Page 389, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

46. As to Tract #2, Right of way from Aaron A. Steele and Esther M. Steele, husband and wife, to State of Ohio, dated March 29, 1965, filed for record May 11, 1965 and recorded in Deed Volume 155, Page 390, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

47. As to Tract #2, Electric transmission right of way from James D. Steele and Beverly E. Steele, husband and wife, to Ohio Power Company, dated May 20, 2009, filed for record May 20, 2009 and recorded in Official Records Volume 210, Page 3123, Holmes County, Ohio.

NOTE: No examination was made of the estate created by the above instrument.

48. As to Tract #2, any matter disclosed on the plat map recorded in Plat Volume 19, Page 288, Holmes County, Ohio.

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## North American Title Insurance Company

1855 Gateway Boulevard, Suite 600, Concord, CA 94520  
(800) 374-8475 or (800) 869-3434

### COMMITMENT - Exhibit A

**TRACT #1:**

Situated in the County of Holmes, in the State of Ohio, and in the Township of Monroe, and bounded and described as follows:

Range 8, Township 9, 1st Quarter, Lot 26,

Containing One Hundred (100) acres of land, more or less.

EXCEPTING THEREFROM the following described real estate:

**Parcel A:**

Being known as a part of Lot 26, First Quarter, Township 9, Range 8, and more fully described as follows:

Commencing at the northwest corner of Lot 26;

Thence South 89 degrees 00 minutes East along the north line of Lot 26, 869.80 feet to a railroad spike in the center of State Route 60, said point being the true place of beginning for the tract herein described;

Thence South 48 degrees 33 minutes East along State Route 60, 205.36 feet to a railroad spike;

Thence South 34 degrees 02 minutes 30 seconds East along State Route 60, 96.57 feet to an iron pin, (reference iron pin South 88 degrees 02 minutes 30 seconds East 37.08 feet);

Thence South 88 degrees 02 minutes 30 seconds East 332.31 feet to an iron pin;

Thence North 01 degree 00 minutes East 217.87 feet to an iron pin on the north line of Lot 26;

Thence North 89 degrees 00 minutes West along the north line of Lot 26, 544.00 feet to the place of beginning and

Containing 2.10 acres, more or less.

Plat Volume 7, Page 759.

**Parcel B:**

Being part of Lot 26 in the 1st Quarter, T-9N, R-8W, and bounded and described as follows:

Beginning at an iron pin found in the northwest corner of Lot 26,

Thence S. 86° 27' 57" E. 868.13 feet along the north line for Lot 26 to a point in S.R. 60 witnessed by a railroad spike found S. 45° 54' 16" E. 2.50 feet distant, said point being in the westerly line of lands currently owned by Michael and Dolores Didingar,

Thence from said point S. 45° 54' 16" E. 207.88 feet in S.R. 60 to a railroad spike found in the westerly line of lands currently owned by Glen Jr. and Cynthia Mellor,

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**EXHIBIT A**  
(Continued)

File No.: 200245

Commitment No.: 14-00584.000-04-20

Thence S. 31° 23' 46" E. 142.97 feet in S.R. 60 to a railroad spike found;

Thence S. 23° 57' 43" E. 53.67 feet to a railroad spike set in the centerline of S.R. 60, and witnessed by an iron pin set in the westerly right of way line N. 86° 27' 57" W. 32.86 feet distant;

Thence from the railroad spike, N. 86° 27' 57" W, 1130.01 feet to an iron pin set in the west line of Lot 26;

Thence N. 3° 01' 12" E, 300.00 feet along the west line of Lot 26 to the place of beginning,

Containing 7.025 acres of land but subject to the local highways.

Direction of bearings is arbitrary.

Iron pins set are 5/8" bar with yellow caps marked "LONG-6505".

Prepared by William H. Long, R.S. 6505, December 14, 1983.

Plat Vol. 10, Page 257.

**Parcel C:**

Lots 1 - 15 of Fobell Allotment #1 located in Lot 26, 1st Quarter, Monroe Township, Township 9, Range 8, as more fully described in Plat recorded at Volume 2, Page 179, Holmes County, Ohio, and

Containing 39.034 acres.

**Parcel D:**

Being a utility easement located in Lot 26, First Quarter, Monroe Township, Township 9, Range 8 as more fully described in Plat recorded at Volume 2, Page 179, Holmes County, Ohio, and

Containing 0.991 acre.

**Parcel E:**

Being a utility easement located in Lot 26, First Quarter, Monroe Township, Township 9, Range 8 as more fully described in Plat recorded at Volume 2, Page 179, Holmes County, Ohio, and

Containing 0.645 acre.

LEAVING approximately 50.205

PPN: 14-00584.000

**TRACT #2:**

Being a part of Lot 25 of the First Quarter, Monroe Township, T-9 N, R-8 W, Holmes County, Ohio, also known as part of the lands conveyed to Esther M. & James D. Steele, Ima Gene Franks & Ruth Ann Brenly in Deed Vol. 120, Page 483, Deed Vol. 193, Page 250,

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Exhibit A - ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU. 1003

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(200245.PFD/200245/8)

**EXHIBIT A**  
(Continued)

File No.: 200245

Commitment No.: 14-00584.000-04-20

and Deed Vol. 255, Page 659.

Described as follows:

Beginning at a 5/8" re-bar found marking the southeast corner of said Lot 25 the TRUE POINT OF BEGINNING.

Thence with the following SIXTEEN (16) COURSES:

1. N 87° 34' 45" W 1419.71 feet along the lot line to an iron pin set;
2. N 02° 27' 02" E 493.62 feet along Michael L. & Delores A. Didingers' (Deed Volume 268, Page 473) east line to a 1 1/2" pipe found;
3. N 69° 02' 20" E 506.47 feet through the lands of said Steele, Franks, and Brenly to an iron pin set;
4. S 47° 09' 41" E 171.21 feet along MCM Properties' (Deed Volume 258, Page 682) property line to an iron pin set;
5. N 11° 20' 08" E 480.02 feet along said MCM Properties' property line and through the lands of Steele, Franks, & Brenly to a point in the center of S. R. 39, witnessed by a 1/2" pipe found S 11° 20' 08" W 51.27 feet;
6. S 65° 36' 54" E 51.32 feet along the centerline of S. R. 39 to a point, witnessed by a 3/4" pipe found S 11° 20' 08" W 42.00 feet;
7. S 11° 20' 08" W 498.20 feet along said MCM Properties' property line to a 1/2" pipe found;
8. S 47° 02' 33" E 158.64 feet along Helen C. Troyer's (O.R. Vol. 13, page 448) south line to a 1/2" pipe found;
9. S 47° 23' 15" E 151.65 feet along Ann C. Klotz's (O. R. Vol. 15, Page 386) south line to a 1/2" pipe found;
10. N 42° 17' 10" E 199.95 feet along said Klotz's east line to a 1 inch pipe found;
11. N 42° 05' 32" E 300.37 feet along Norman C. & Shirley M. Klotz's (O.R. Vol. 12, Page 704) east line to a point in the center of C. R. 391, witnessed by a 1/2" rod found S 42° 05' 32" W 28.75 feet;
12. S 47° 27' 27" E 20.00 feet along the centerline of C. R. 391 to a point, witnessed by an iron pin set S 42° 05' 32" W 40.41;
13. S 42° 05' 32" W 300.50 feet along the west line of Lot 1 of Rupert M. Fry Subdivision (P. 4-37) (Deborah K. Raber, Deed Volume 265, Page 939) to a 1" pipe found;
14. S 47° 27' 28" E 224.57 feet along the south line of Lots 1 & 2 (Joy L. Wengerd, O.R. Vol. 113, Page 180) of said Rupert Fry Subdivision to a 3/4" re-bar found;
15. S 46° 08' 20" E 303.02 feet along the south line of Lot 3 (Matthew P. & Aimee R. Voll, O.R. Vol. 144, Page 427) of said Rupert Fry Subdivision to an iron pin set on the lot line;
16. S 02° 06' 07" W 140.70 feet along the lot line to the TRUE POINT OF BEGINNING.

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Exhibit A -ALTA® Commitment for Title Insurance (8/1/16)  
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(200245.PFD/200245/8)

**EXHIBIT A**  
(Continued)

File No.: 200245

Commitment No.: 14-00584.000-04-20

This parcel contains 16.256 acres, but subject to all highways and easements of record.

Subject to the right to use a 20 foot strip for ingress and egress as described in Deed Vol. 151, Page 443, and Plat Volume 4, Page 11.

Subject to a private drive and easement as described in Deed Vol. 258, Page 682 and Plat Volume 7, Page 676.

All iron pins set are 5/8" re-bars with a plastic identification cap marked "Baker 6938".

Bearings from Plat Vol. 14, Page 440.

See Holmes County Plat Book 19, Page 288 for survey.

This survey made and description prepared by Donald C. Baker P. S. 6938.

PPN: 14-00426.004

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Exhibit A - ALTA® Commitment for Title Insurance (8/1/16)  
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(200245.PFD/200245/8)



**NORTH AMERICAN TITLE INSURANCE COMPANY**

## COMMITMENT FOR TITLE INSURANCE

### 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, North American Title Insurance Company, a California Company (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 Policy Amount 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.

## NORTH AMERICAN TITLE INSURANCE COMPANY

BY

Emilio Fernandez, PRESIDENT

ATTEST

Jefferson E. Howeth, SECRETARY



*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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 shall not be 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 will only have liability 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.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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.

*Issued by:*



1855 Gateway Boulevard, Suite 600  
Concord, CA 94520

Or call us at:

Western States: 800-869-3434 Eastern States: 800-374-8475

[www.natic.com](http://www.natic.com)

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# Privacy Policy

Rev. 01/07/2019

## The States Title Family of Companies

FACTS	WHAT DOES THE STATES TITLE FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?		
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Transaction history and payment history</li> <li>• Purchase history and account balances</li> </ul>		
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the States Title Family of Companies ("ST") chooses to share, and whether you can limit this sharing.		
<b>Reasons we can share your personal information</b>		<b>Does ST share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
<b>For our marketing purposes</b> To offer our products and services to you		Yes	No
<b>For joint marketing with other financial companies</b>		No	We don't share
<b>For our affiliates' everyday business purposes</b> Information about your transactions and experiences		Yes	No
<b>For our affiliates' everyday business purposes</b> Information about your creditworthiness		No	We don't share
<b>For our affiliates to market to you</b>		No	We don't share
<b>For nonaffiliates to market to you</b>		No	We don't share
<b>Questions?</b>	Call 1 (650) 419-3827		

**Who we are**

<b>Who is providing this notice?</b>	The States Title Family of Companies (identified below), which offers title insurance and settlement services.
<b>What we do</b>	
<b>How does ST protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
<b>How does ST collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Apply for insurance;</li> <li>• Apply for financing;</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your government-issued ID</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account – unless you tell us otherwise.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• ST doesn't jointly market.</li> </ul>

The States Title Family of Companies consists of the following entities:

States Title Holding Inc.

States Title, Inc.

States Title Insurance Company

States Title Insurance Company of California

States Title Agency, Inc.

Spear Agency Acquisition Inc.

Title Agency Holdco, LLC

North American Title Company

North American Title Company, Inc.

North American Title Company of Colorado

North American Title Insurance Company

North American Services, LLC

North American Title Agency, Inc.

North American Title, LLC

North American Title Company, LLC

NASSA LLC

North American Asset Development, LLC