

Commonwealth Land Title Insurance Company

COMMITMENT SCHEDULE A

File No: WC-202005-4

1. Commitment Date: May 20, 2020 at 6:59 a.m.

2. Policy or Policies to be issued:

(a) ALTA Owner Policy, (6/17/06) \$100,000.00

Proposed Insured: Simon Sommers, Trustee or nominee

(b) ALTA Loan Policy, (6/17/06) \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in Simon Summers, Trustee of the Simon Sommers Revocable Trust dated August 18, 2017, by deeds filed for record October 5, 2017, recorded in Instrument No. 201710050042109, Instrument No. 201710050042110, Instrument No. 201710050042111, and Instrument No. 201710050042112 of the Stark County Records.

4. The land referred to in this commitment is described as follows:

PARCEL 1:

Situated in the Township of Lake, County of Stark and State of Ohio:

And known as being Lot No. 47 in the Pleasant Valley Estates No. 4 as recorded in Plat Book 45, Page 135 of the Plat Records of Stark County, Ohio.

PARCEL 2:

NEW LEGAL DESCRIPTION TO BE PROVIDED BY SURVEYOR

Insurance Fraud Warning

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

McKinley Title Agency, Inc.
2732 Fulton Drive, NW
Canton, Ohio 44718
Phone: 330-497-8883



Authorized Agent

VALID ONLY IF SCHEDULE B & COVER ARE ATTACHED

ALTA CF
(6/17/06)

Commonwealth Land Title Insurance Company
COMMITMENT SCHEDULE B – SECTION 1

FILE NO: **WC-202005-4**

The following are the requirements to be complied with:

1. Pay the full consideration to, or for the account of, grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are complete; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. 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.
5. Instrument(s) creating the estate or interest to be insured must be executed and filed for record to wit:
 - A. 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 should reflect the purchase price of full value of the Land. A Loan Policy should reflect the loan amount of value of the Land being used as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
 - B. A plat/survey/legal description satisfying governmental requirements must be approved and/or filed. (Parcel 2)
 - C. Trustee's Deed from Simon Sommers, Trustee of the Simon Sommers Revocable Trust dated August 18, 2017 hta Simon Summers, Trustee of the Simon Sommers Revocable Trust dated August 18, 2017 to Simon Sommers, Trustee or nominee, conveying insured premises.

Commonwealth Land Title Insurance Company
COMMITMENT SCHEDULE B – SECTION 2

FILE NO: WC-202005-4

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect 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 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. If a loan policy and owners' policy are simultaneously issued, and the survey exception is waived in the loan policy it will be waived in the owner's policy.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by public records.
5. Rights of parties in actual possession of all or any part of the premises.
6. Taxes or Assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increase in the valuation of land by the State, County, Municipality, Township or other taxing authority.
7. 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.
8. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
9. Taxes for the year of 2020 and subsequent installments thereafter, which are not yet due and payable.

The County Treasurer's General Tax Records for the tax year 2019 are as follows:

PPN 2202923 (Parcel 1)

Commonwealth Land Title Insurance Company
COMMITMENT SCHEDULE B- SECTION 2 CONTINUATION

Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable.
Per half amount \$201.43.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

PPN 2205751 (Parcel 2)
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable.
Per half amount \$3,287.93.

10. Terms and provisions of Restrictions, easements, setbacks and other conditions as shown on plat recorded in Plat Volume 45, Page 135 of the Stark County Records.
11. Easement recorded in Volume 107, Page 726, of the Stark County Records.
12. Oil and Gas Lease recorded in Volume 114, Page 122 re-recorded in Volume 120, Page 11 of the Stark County Records. NOTE: This Company makes no representation as to the present ownership of this lease.
13. Easement recorded in Volume 405, Page 9, of the Stark County Records.
14. Easement recorded in Volume 2657, Page 520, of the Stark County Records.
15. Easement recorded in Volume 3280, Page 79, of the Stark County Records.
16. Reservation, restrictions, covenants, limitations and/or easements recorded in Volume 3902, Page 586, of the Stark County Records.
17. Easement recorded in Volume 3922, Page 513, of the Stark County Records.
18. Twenty-Foot Drainage Easement shown on historical map.

NOTE: THE OWNER AND/OR LOAN POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTION:

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.

NOTE: We have made no further examination under the items listed above as No(s). 11 through 15 and 17.

Commonwealth Land Title Insurance Company
COMMITMENT SCHEDULE B- SECTION 2 CONTINUATION

NOTE: There is deleted from the coverage provided by this Policy any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate State, Local or Federal Law.

NOTE: This policy does not guaranty or insure the quantity of land or acreage shown in Schedule A.