



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
FIRST AMERICAN 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 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, First American Title Insurance Company, a California 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 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Kenneth D. DeGiorgio, President

By:

Lisa W. Cornehl, Secretary

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Form 50202839 (3-13-23)



K24-47282



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - 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.

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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.
- 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.

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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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Form 50202839 (3-13-23)



K24-47282



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

Issuing Agent: Knox Title Agency, Inc. dba ACS Title and Closing Services
Issuing Office: 109 E. High Street, Mt. Vernon, OH 43050
Issuing Office's ALTA® Registry ID:
Loan ID No.: TBD
Commitment No.: K24-47282
Issuing Office File No.: K24-47282
Property Address: 430 South Maple Street OH, Bainbridge, OH 45612

SCHEDULE A

1. Commitment Date: May 28, 2024 at 07:00 AM

2. Policy to be issued:

a. ALTA Owners Policy (06/17/06)

Proposed Insured: Buyer at Auction

Proposed Amount of Insurance: \$1.00

The estate or interest to be insured: Fee Simple

b. ALTA Loan Policy (06/17/06)

Proposed Insured: TBD, its successors and/or assigns as their respective interests may appear.

Proposed Amount of Insurance: \$1.00

The estate or interest to be insured: Fee Simple

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

730 Maple Street, LLC, an Ohio Limited Liability Company

SOT: Volume 352, Page 182

General Warranty Deed from THI of Ohio Real Estate Holding Company, LLC, a Delaware limited liability company, dated August 27, 2007, recorded September 4, 2007

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

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SCHEDULE A
(Continued)

Knox Title Agency, Inc. dba ACS Title and Closing Services

Arlene K. Griffith, President

By: Arlene K. Griffith, President
Authorized Signature or Signatory

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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. General Warranty Deed from 730 Maple Street, LLC, an Ohio Limited Liability Company to Buyer at Auction.
 - b. Mortgage from Buyer at Auction to TBD, securing the principal amount of \$1.00.
5. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
6. Certificate of Good Standing from the Ohio Secretary of State for 730 Maple Street, LLC, an Ohio Limited Liability Company
7. Copy of the Operating Agreement/Code of Regulations of 730 Maple Street, LLC, an Ohio Limited Liability Company
8. Payment of Delinquent and Second Half 2023 Real Estate Taxes
9. Release of Mortgage to P31 Investments, LLC listed as Item 10 of Schedule B-Section II of this Commitment.

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. 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 facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an

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inspection of the Land or by making inquiry of persons in possession of the Land.

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 heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Mortgage from 730 Maple Street, LLC, an Ohio Limited Liability Company, to Peoples Bank, in the original amount of \$352,000.00, dated August 30, 2007, filed for record September 4, 2007 in Volume 352, Page 185 of the Ross County Records. Assignments of Rents as filed for record September 4, 2007 in Volume 352, Page 193 of the Ross County Records. Mortgage Modification Agreement as filed for record July 7, 2017 in Volume 508, Page 1828 of the Ross County Records. Assignment of Mortgage to P31 Investments, LLC as filed for record May 7, 2024 in Volume 575, Page 793 of the Ross County Records. Assignment of Assignment of Rents to P31 Investments, LLC as filed for record May 7, 2024 in Volume 575, Page 796 of the Ross County Records.
10. The Ross County Treasurer's 2023 General Tax Duplicate shows: In the names of 730 Maple Street, LLC, an Ohio Limited Liability Company and provides the following information:
Parcel No. 23-1112661-000. True Values: Land \$6,930.00, Building \$349,210.00, Total \$356,140.00
2023 Half year taxes are \$3,405.54.
TAXES ARE DELINQUENT IN THE AMOUNT OF \$12,056.41.

Parcel No. 23-1112527-000. True Values: Land \$5,120.00, Building \$0.00, Total \$5,120.00
2023 Half year taxes are \$37.75.
TAXES ARE DELINQUENT IN THE AMOUNT OF \$129.20.

Taxes for the first half of the year 2023 are due January 2024, and shown as Not Paid.
Taxes for the second half of the year 2023 are due June 2024, and shown as Not Paid.
Taxes for the year 2024 are a lien, but are not due or payable. Additions or abatements, if any which may be hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.
The values for land and building represent the actual fair market value of the property as reflected on the tax duplicate.
When taxes are based on C.A.U.V. (Current Agriculture Use Value), a significant tax recapture may be involved in the sale of the property.
11. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this policy does not insure nor guarantee the acreage or quantity of land set forth herein.

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12. Rights of the public to use those portions of the subject premises lying within the bounds of any legal highway
13. The property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

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File No.: K24-47282

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

Parcel One:

Situated in the County of Ross, in the State of Ohio, and in the Village of Bainbridge, bounded and described as follows:

Being a part of the premises as conveyed by Ervin Howard to Juanita Howard by Quit Claim Deed dated September 21, 1981, and recorded in Volume 450, Page 564 of the Ross County Deed Records and being more precisely described as follows:

Beginning at an iron pin (found) in the West right of way line of an alley and the southeast corner of Hugh Benner (Vol. 313, Page 377); thence along the West right of way line of said alley South 11 deg. 30' 00" East 182.54 feet to an iron pin (set) thence along the North right of way line of another alley South 65 deg. 47' 40" West 78.20 feet to a railroad spike (set); thence with two (2) new division lines through the tract of which this is a part; North 17 deg. 14' 36" West 34.63 feet to an iron pin (set); South 73 deg. 54' 02" West 79.29 feet.

To an iron pin (set) thence along a portion of the East line of Juanita Howard (Vol. 467, Page 323) North 15 deg. 24' 59" West 147.37 feet to an iron pin (found) thence along a portion of the south lines of George Stultz (Vol. 359, Pg. 430) and then said Hugh Benner North 70 deg. 12' 18" East 170.64 feet to the place of beginning, containing 0.63 acres, more or less. Bearings are based upon a survey made September 11, 1989, by Ernest L. Pritchard, Ohio Registered Professional Surveyor No. 6837.

Parcel No. 23-1112661-000

Parcel Two:

Situated in the County of Ross, in the State of Ohio and in the Village of Bainbridge, bounded and described as follows:

Beginning at an iron pin set in the east corporation line of Bainbridge, said iron pin bears North 11 deg. 30' West a distance of 174 ft. from a concrete monument, the southeast corner of the corporation line to Bainbridge, said iron pin being the northeast corner of John E. and Mary L. Myers' property as recorded in Vol. 329, Page 18 of the Ross County Deed Records; thence with the north line of the last mentioned property, South 65 deg. 40' 14" West a distance of 175 ft. to a railroad spike set in the centerline of a paved road and passing the northwest corner of the last mentioned property at 140 ft. said railroad spike being the southeast corner of Norman and Rita Irene Beeler's Property as recorded in Vol. 381, Page 110; thence with the east line of the last mentioned property North 15 deg. 33' 16" West, a distance of 201.90 ft. to an iron pin, this being the northeast corner of the last mentioned property; this also being in the south line Georgia D. and Sandra L. Stultz's property as recorded in Vol. 359, Page 430, of the Ross County Records; thence with the south line of the last mentioned property, North 69 deg. 55' 12" East a distance of 170.77 ft. to an iron pin set in the west line of a Benner's Property as recorded in Vol. 313, Page 377 of the Ross County Deed Records; thence with the east line of the last mentioned property and the west line of the public road, North 11 deg. 38' 33" West a distance of 176.53 ft. to a railroad spike set in the public road, North 11 deg. 38' 33" West a distance of 176.53 to a railroad spike set in the public road, this being the northeast corner of the last mentioned property; thence crossing the said public road North 75 deg. 19' East a distance of 16.52 ft. to an iron pin set in the east corporation line of Bainbridge, this also being the northeast corner of a 3.10 acres of land of which this is a part and is recorded in Vol. 295, Page 588 of the Ross County Deed Records; thence with the corporation line, South 11 deg. 30' East at a distance of 365.47 ft. to the beginning and containing 0.871 acres, more or less and being part of 3.1 acres. Last recorded in Vol. 549, Page 1047 of the Ross County, Ohio Deed Records, excepting off the east side of said property a 16 1/2 foot roadway and on the south side of said property 6.25-foot roadway for public use, surveyed by Russell O. Montgomery, Registered Surveyor No. 5899, October 10, 1975.

Save and Except: Situated in the Village of Bainbridge, County of Ross, and State of Ohio, bounded and described as

EXHIBIT A
(Continued)

follows:

Being a part of the premises as conveyed by Ervin Howard to Juanita Howard by Quit-Claim Deed dated September 21, 1981, and recorded in Vol. 450, Page 564 of the Ross County Records and being more precisely described as follows:

Beginning at an iron pin (found) in the west right of way of an alley and the southeast corner of Hugh Benner (Vol. 313, Page 377); thence along the west right of way line of said alley South 11 deg. 30' 00" East 182.54 feet to an iron pin (set); thence along the north right of way line of another alley South 65 deg. 47' 40" West 78.20 feet to a railroad spike (set); thence with two (2) new division lines through the tract of which this is a part; North 17 deg. 14' 36" West 34.63 feet to an iron pin (set); South 73 deg. 54' 02" West 79.29 feet to an iron pin (set) thence along a portion of the east line of Juanita Howard (Vol. 467, Page 323) North 15 deg. 24' 59" West 147.37 feet to an iron pin (found) thence along a portion of the south lines of George Stultz (Vol. 359, Page 430) and then said Hugh Benner North 70 deg. 12' 18" East 170.64 feet to the place of beginning containing 0.63 acres, more or less.

Bearings are based upon the east line of Hugh Benner (Vol. 313, Pg. 377), the foregoing description was based upon a survey made September 11, 1989, by Ernest L. Pritchard, Ohio.

Containing after said save and except 0.241 acres, more or less.

Parcel No. 23-1112527-000

Commonly known as: 430 South Maple Street OH, Bainbridge, OH 45612