



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

Issuing Agent: Heartland Title Agency, LLC
Issuing Office: 221 Church Street, Suite 1, Ashland, OH 44805
Issuing Office's ALTA® Registry ID: 1171408
Commitment No.: 25-13036
Issuing Office File No.: 25-13036
Property Address: 856 Township Road 1504, Ashland, OH 44805

SCHEDULE A

1. Commitment Date: June 2, 2025 at 07:59 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07-01-2021)
Proposed Insured: A natural person or legal entity to be determined.
Proposed Amount of Insurance: \$43,050.00
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:

R & J Rogers Investment Properties, LLC, an Ohio limited liability company, by virtue of a Warranty Deed in Volume 981, Page 620, Official Records, Ashland County, Ohio.
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Heartland Title Agency, LLC

Daniel W. Keller, Vice President

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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.
5. Payment of all taxes and/or assessments levied against the Land which are due and payable.
6. All funds payable to Heartland Title Agency, LLC ("HTA") must be "good funds" and "immediately available" as of the day of closing, as required by HTA's Good Funds Policy and Ohio Revised Code §1349.21. Except as set forth in HTA's Good Funds Policy, funds must be delivered by electronically transferred funds via the real time gross settlement system provided by the Federal Reserve ("Wire Transfer") no later than 2:00 p.m. on the day of closing. A copy of HTA's Good Funds Policy is available upon request.
7. Receive the following regarding R & J Rogers Investment Properties, LLC, an Ohio limited liability company:
 - a. Evidence that it is properly formed (copy of the Articles of Organization filed in the Office of the Ohio Secretary of State);
 - b. Evidence that it is in current good standing;
 - c. Copy of its Operating Agreement (must be reviewed to verify that all internal governance requirements are complied with regarding the authorization of the transactions and authorization of the appropriate members(s)/officer(s)/manager(s) to sign and deliver the promissory note, mortgage, other loan documents, affidavit and any other closing documents);
 - d. Copy of the Resolution of All the Members authorizing the transactions and authorizing the appropriate members(s)/officer(s)/manager(s) to sign and deliver the promissory note, mortgage, other loan documents, affidavit and any other closing documents.
8. Execution by Sellers of Closing Affidavit in form acceptable to Heartland Title Agency, LLC, regarding off-record matters including: improvements and/or repairs or alterations thereto are completed; contractor, subcontractors, labor and materialmen are all paid; liens; encroachments; and other matters.
9. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the premises or who will make a loan on the premises. We may then make additional requirements and exceptions.
10. Payment and Release of any liens shown in Schedule B, Section II.

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SCHEDULE B

(Continued)

11. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due or payable.
12. Approval by the Ashland County Tax Map Office that the legal description is suitable for transfer.
13. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
14. Satisfactory location survey. NOTE: A location survey will be requested and forwarded to you upon receipt, if required.
15. Additional requirements, if any, necessary to issue requested endorsement coverage. Unless requested, no endorsements will be issued. Endorsements require additional underwriting requirements and premiums.
16. 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.

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 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

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SCHEDULE B

(Continued)

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. 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 increases in taxes or assessments resulting from any retroactive increase in the valuation of the land.
10. The land described in Exhibit A is listed for the purposes of taxation on the County Auditor's Duplicate as follows:

Parcel No.: I25-021-0-0009-03 Sec. 21, F-4, 2.7374 Acres
Valuation: Land: \$15,070 Buildings: \$0
In the Name of: R & J Rogers Investment Properties, LLC
Taxing District: Montgomery Twp. - Ashland CSD

The County Treasurer's books show taxes for the year 2024 are \$275.13 per half. First half 2024 taxes are paid. Second half 2024 taxes are a lien, due and payable. All prior taxes are paid in full. Taxes for the year 2025 have not been determined, but are a lien, not yet due and payable. There is a special assessment in the amount of \$1.00 per half for Muskingum Watershed included in the amount above.

Delinquent utility charges, weed cutting and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Subject to increases in taxes and valuations due to voted levies and/or revaluations not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Section 5715.19 O.R.C. Further subject to additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

11. Conditions shown in Plat of Robert Thornburg, et. al. recorded in Survey 199ex of the Plat Records of Ashland County, Ohio. Property covered: Montgomery Twp., Sec. 21.
12. Conditions shown in Plat of Ruth Thornburg recorded in Survey 209ax of the Plat Records of Ashland County, Ohio. Property covered: Montgomery Twp., Sec. 21.
13. Survivorship Deed recorded in Volume 586, Page 268, Deed Records, Ashland County, Ohio. NOTE: Driveway usage.
14. Affidavit recorded in Volume 586, Page 266, Deed Records, Ashland County, Ohio.
15. Easement to Robert Thornburg recorded at Volume 571, Page 767 of the Deed Records of Ashland County, Ohio.
16. Affidavit recorded in Volume 571, Page 365, Official Deed, Ashland County, Ohio.

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SCHEDULE B

(Continued)

17. Easement to Ohio Edison Company, an Ohio corporation recorded at Volume 531, Page 751 of the Deed Records of Ashland County, Ohio.
18. Easement to Ohio Edison Company, an Ohio corporation recorded at Volume 241, Page 197 of the Deed Records of Ashland County, Ohio.
19. Easement to Northern Ohio Telephone Company recorded at Volume 241, Page 536 of the Deed Records of Ashland County, Ohio.
20. Easement to State of Ohio recorded at Volume 241, Page 473 of the Deed Records of Ashland County, Ohio.
21. Easement to Ohio Edison Company, an Ohio corporation recorded at Volume 241, Page 60 of the Deed Records of Ashland County, Ohio.
22. Easement to Ohio Edison Company, an Ohio corporation recorded at Volume 216, Page 616 of the Deed Records of Ashland County, Ohio.
23. Easement to Sinclair Refining Company, a Maine corporation recorded at Volume 208, Page 579A of the Deed Records of Ashland County, Ohio.
24. Easement to The Ohio Public Service Company, an Ohio corporation recorded at Volume 198, Page 354 of the Deed Records of Ashland County, Ohio.
25. Easement to The Ohio Public Service Company, an Ohio corporation recorded at Volume 188, Page 114 of the Deed Records of Ashland County, Ohio.
26. Lease to Ralph Zantello & Joanne Zantello recorded at Volume 73, Page 307 of the Lease Records of Ashland County, Ohio.
27. Oil & Gas Lease to Columbia Gas Transmission Corporation, a Delaware corporation recorded at Volume 62, Page 271 of the Lease Records of Ashland County, Ohio.
28. Easement to The Mansfield Electric Light & Power Company recorded at Volume 21, Page 206 of the Lease Records of Ashland County, Ohio.
29. Easement to The Logan Natural Gas & Fuel Company recorded at Volume 9, Page 516 of the Lease Records of Ashland County, Ohio.
30. Oil & Gas Lease to The Ohio Fuel Supply Company recorded at Volume 9, Page 497 of the Lease Records of Ashland County, Ohio.
31. Easement to The Medina Gas & Fuel Company recorded at Volume 12, Page 407 of the Lease Records of Ashland County, Ohio.
32. Oil & Gas Lease to The Ohio Fuel Supply Company recorded at Volume 11, Page 138 of the Lease Records of Ashland County, Ohio.

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SCHEDULE B

(Continued)

33. Verification of Claim Relative to Underground Gas Storage Operations recorded in Volume 571, Page 865, Deed Records, Ashland County, Ohio.
34. Warranty Deed recorded in Volume 151, Page 323, Deed Records, Ashland County, Ohio. NOTE: Reservation of 1/2 O/G right for life.
35. Subject to the rights of the public in and to any portion of the premises lying within a publicly dedicated street, road, highway or alley.
36. This Commitment for Title Insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and Heartland Title Agency, LLC (hereinafter "HTA") or First American Title Insurance Company (hereinafter "First American") shall have no obligation outside the terms of the commitment. Specifically, any title search or examination conducted by examiners as a basis for issuing this commitment shall be for the benefit of HTA and First American only, and does not insure to the benefit of any other party, including any seller, purchaser or lender. In the event any proposed insured under this commitment fails to acquire, or elects not to acquire a final title policy prior to the expiration date of the commitment, said proposed insured shall have no cause of action or recourse against HTA or First American and in no event shall any proposed insured have any claim or cause of action against HTA or First American based on the title search or examination. By accepting the within commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.
37. Note: Your attention is directed to the provisions of the Tax Reform Act of 1986 which require the reporting of real estate transactions to the Internal Revenue Service. All real estate transactions (except for refinances) closed after January 1, 1988, must be reported on a Form 1099-S, which must be completed in full at time of closing.
38. NOTE: Effective on January 1, 2007 all outstanding Closing Protection Letters issued by the Company on behalf of any Agent will be terminated by law. Pursuant to O.R.C. 3953.32 any Closing Protection Coverage requested for a real estate closing which takes place on or after January 1, 2007 can be provided only upon the form approved by the Ohio Department of Insurance. This Closing Protection Coverage must be transaction specific.
39. Any Claim by the State of Ohio for reimbursement of Medicaid funds.
40. NOTE: This policy deletes therefrom any covenant, condition or restriction indicating a preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
41. This policy does not guarantee or insure the quantity of land or acreage shown in Exhibit A.
42. NOTE: No examination was made under the estate created under the instruments described above in Schedule B.

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25-13036



File No.: 25-13036

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

Situated in the Township of Montgomery, County of Ashland, and State of Ohio, also being known as a part of the Southwest Quarter of Section 21, Township 22, Range 16, and being more fully described as follows:

Commencing at a railroad spike set in the Southeast corner of the Southwest Quarter of Section 21, said railroad spike being at the intersection of Township Roads 1504 and 853 and the TRUE PLACE OF BEGINNING:

Thence North 89 degrees 26' 01" West along the South line of said Southwest Quarter and Township Road 1504, 409.84 feet to a railroad spike set;

Thence North 00 degrees 57' 29" West, passing thru an iron pipe set 20.00 feet from the center of Township Road 1504 a total distance of 305.56 feet to an iron pipe set;

Thence North 88 degrees 21' 44" East, passing thru an iron pipe set 22.32 feet from the center of Township Road 853 a total distance of 417.41 feet to a railroad spike found;

Thence South 00 degrees 24' 44" West, along the center of Township Road 853, 321.51 feet to the TRUE PLACE OF BEGINNING, containing 2.9764 acres of land but subject to all legal highways and easements of record;

SURVEYORS CERTIFICATION

I hereby certify that this description was prepared from the notes of a survey made by William L. Fox, Registered Surveyor No. 5878. All bearings are magnetic and all distances are in feet and decimals thereof.

SAVE AND EXCEPT

The following parcel of land Situated in the State of Ohio, the County of Ashland and the Township of Montgomery;

Known as being part of the southwest quarter of Section 21, Township 22-North, Range 16-West, and being more fully described as follows:

Beginning for reference at a railroad spike found at the southeast corner of the southwest quarter of Section 21; Thence North 00°-37'-13" East, along the east line of the southwest quarter of Section 21 and the center of Township Road 853, a distance of 295.55 feet to a point, said point being referenced by an iron pin set South 88°-44'-36" West a distance of 21.00 feet, said point also being the true place of beginning for the parcel herein to be conveyed;

Thence along the following 4 courses:

South 88°-44'-36" West a distance of 415.83 feet to an iron pin set on the east line of current TMP F-5-2;

North 00°-22'-05" West, along the east line of current TMP F-5-2, a distance of 25.00 feet to a 5/8" rebar found on the south line of current TMP F-2;

North 88°-44'-42" East, along the south line of current TMP F-2, a distance of 416.26 feet to a railroad spike found on the east line of the southwest quarter of Section 21 and the center of Township Road 853;

South 00°-37'-13" West, along the east line of the southwest quarter of Section 21 and the center of Township Road 853, a distance of 25.00 feet to the true place of beginning.

The tract of land as surveyed contains 0.239 acres (10,397.50 sq. ft.) of land subject to all legal highways and easements

EXHIBIT A

(Continued)

of record. This parcel is created for transfer to an adjacent property owner and is not intended as an independent building site. Bearings are based GPS observations, RTK Method using the ODOT VRS Network, NAD 83 (2011), for the purpose of indicating directional variation. All iron pins set are 5/8" rebar, 30" long with cap stamped "Laughery- P.S. 8755".

The above description was prepared by Jason K. Laughery, Registered Surveyor No. 8755, from notes of a field survey performed December, 2021.

The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.



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 Ohio 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Comehl, Secretary

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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>.

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

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