

# ALTA Commitment for Title Insurance

## Issued by Old Republic National Title Insurance Company

### NOTICE:



**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT. THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE,

INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### 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 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;
  - (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.

*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.*

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. (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**

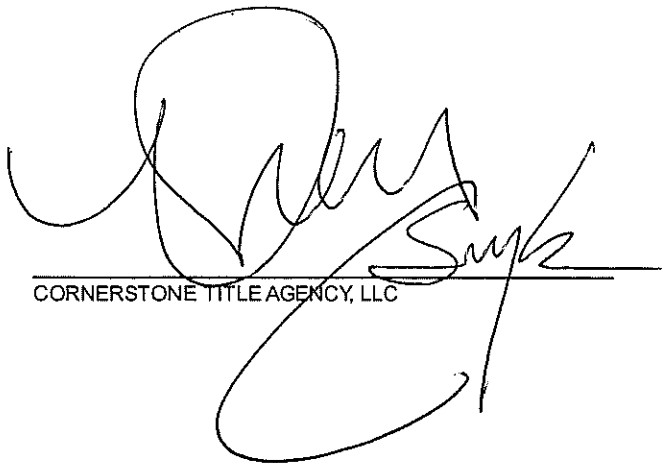
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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.


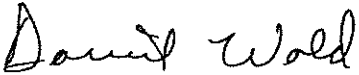
9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.



CORNERSTONE TITLE AGENCY, LLC

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  *President*  
Attest  *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.*



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule A**  
**Commitment**

File No.: 2021-131

1. Effective Date: September 14, 2021 at 07:00 AM
2. The policy or policies to be issued are: Amount
  - (a) Owner's Policy: ALTA Own. Policy (6/17/06) \$ 500,000.00  
Proposed Insured:  
To be determined
  - (b) Loan Policy:  
Proposed Insured:  
To be determined
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: Beulah R. Fritsche, Trustee of the Fritsche Living Trust, dated June 25, 2002.
5. The land referred to in this Commitment is described as follows:  
See Exhibit A - Legal Description attached hereto.

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ORT Form 4308 A  
Schedule A  
ALTA Commitment for Title Insurance 6/06



(2021-131.PFD/2021-131/9)



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule B - Section I**  
**Commitment**

**REQUIREMENTS**

File No.: 2021-131

Effective Date: September 14, 2021

The following are the requirements to be complied with:

1. Instruments creating the estate or interest to be insured must be approved, executed and filed for record, including:
  - (a) A properly executed and recordable Affidavit of Successor Trustee, stating that Tom Ander is currently serving as Trustee of the Fritsche Living Trust, dated June 25, 2002.
  - (b) A properly executed and recordable Deed from Tom Ander, Successor Trustee of the Fritsche Living Trust, dated June 25, 2002 to Grantee.
  - (c) If applicable, a property executed and recordable Mortgage in the amount of any Note secured by the Property.
2. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
3. Pay the full consideration to, or for the account of, the grantors or mortgagors.
4. Pay us the premiums, fees and charges for the policy.
5. Payment of all taxes, charges and assessments levied and assessed against the subject premises which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, 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.
7. The Company may make other Requirements or Exceptions upon its review of the proposed documents creating the estate or interest to be insured or upon otherwise ascertaining details of the transaction.
8. Receipt of a Certification stating who the current Trustee is and showing the Powers Clause from the Trust which authorizes the Trustee to sell the insured premises.

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**ORT Form 4308 BI**  
Schedule B I  
ALTA Commitment for Title Insurance 6/06



(2021-131.PFD/2021-131/9)



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule B - Section II**  
**Commitment**

**EXCEPTIONS**

File No.: 2021-131

Effective Date: September 14, 2021

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 effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, 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, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown 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 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. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. Any claim, which arises out of the transaction creating the interest insured by this Policy by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.
10. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.
11. Easement of record in Vol. 358, Pg. 25, Recorder's Office, Delaware County, Ohio.
12. Restrictions of record in Vol. 301, Pg. 589, Recorder's Office, Delaware County, Ohio.
13. Taxes for the first half of 2020 in the amount of \$3,686.40 are paid. Taxes for the second half of 2020 in the amount of \$3,686.40 are paid. 2020 taxes were subject to a subject to a homestead exemption, which reduced the overall tax due \$226.07 per half year. Taxes for 2021 are undetermined, not yet due, and a lien on the premises. Other special taxes and assessments of any kind, if any. (NOTE: There are no other special

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ORT Form 4308 BII  
Schedule B II  
ALTA Commitment for Title Insurance 6/06



(2021-131.PFD/2021-131/9)

**Schedule B-Section II**  
(Continued)

File No.: 2021-131

assessments shown on Treasurer's Duplicate). Additions, if any, which may hereafter be made by legally constituted authorities.

Parcel No. 317-130-01-026-000

Valuations: Land \$78,750.00; Buildings \$72,420.00; Total \$151,170.00

14. The 50' Easement of record granted to Ohio Fuel Gas Co. appearing in Plat Book 7, Pg. 195, dated September 11, 1962, Recorder's Office, Delaware County, Ohio.
15. NOTE: No search of federal bankruptcy records has been made and an exception in this regard will appear on any Policy to be issued by the Company.

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ORT Form 4308 BII  
Schedule B II  
ALTA Commitment for Title Insurance 6/06



(2021-131.PFD/2021-131/9)



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Exhibit A - Legal Description**  
**Commitment**

File No.: 2021-131

Effective Date: September 14, 2021

Situated in the County of Delaware, in the State of Ohio, and in the Township of Genoa and bounded and described as follows:

**TRACT 1:**

Being Lot No. 823 of North Shores as the same is shown of record in Plat Book 7, Page 195, Recorder's Office, Delaware County, Ohio.

**TRACT 2:**

Section 1, Township 3, Range 17, United State Military Lands, and being a part of 23.8 acre tract deeded to North Shores, Inc., in Deed Book 283, Page 457, Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

Beginning at an iron pin in the easterly line of said 23.8 acre tract, and in the westerly line of the City of Columbus tract, and at the southeastern corner of Lot 823 of North Shores, as the same is numbered and delineated upon the recorded plat there of in Plat Book 7, Page 195, Recorder's Office, Delaware County, Ohio;

thence South 3 degrees 06 minutes West along the easterly line of said 23.8 acre tract, a distance of 75.0 feet to a point;

thence North 70 degrees 27 minutes 30 seconds West, across said 23.8 acre tract, a distance of 264.98 feet to a point in the southerly line of said Lot 823, said last described point being South 86 degrees 54 minutes East, along the southerly line of said Lot 823, a distance of 84.72 feet from an iron pin at the southwesterly corner of said lot 823,

thence South 86 degrees 54 minutes East, along the southerly line of said Lot 823, a distance of 254.14 feet to the place of beginning, containing 0.219 acres, subject however to all legal highways and easements and restrictions of record and of records in the respective utility office.

Parcel #: 31713001026000

Street Address 4715 North Shore Drive, Westerville, Ohio 43082

**TRACT 2:**