

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B Part I - Requirements

File No.: 22-400-LS

Loan No.:

The following are the requirements to be complied with:

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.

Duly authorized and executed Deed from Ruth E. Harsh, to James Heimerl, to be executed and recorded at closing.
5. Any right, title or interest of the spouse (if any) of any married vestee herein.
6. Review of properly executed and recorded Power of Attorney (if a Power of Attorney is to be used in order to facilitate the subject transaction).
7. Pay all taxes, charges, assessments levied and assessed against subject premises, which are due and payable.
8. Payment, release and/or satisfaction of any and all mortgage, judgment liens and other encumbrances on title that are shown on Schedule B, Section II.
9. 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.
10. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
11. Survey Requirement: Location Survey satisfactory to the Company be provided, if survey exceptions are to be deleted.
12. Note: The Engineer/Auditor may require a new boundary survey of the subject premises.
13. **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 A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

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14. Receipt of Owners/Sellers Standard Affidavit, relative to recent improvements, occupancy and matters of title, in a form acceptable to the Company.
15. If the Company has been requested to limit the exception for rights of tenants to rights of tenants, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the Company that there are no rights of first refusal or options to purchase in favor of any tenant.
16. ENGINEER'S APPROVAL:
 - (a). The insured legal description must be approved by the County/City Engineer's Office and attached to the instrument of conveyance, prior to closing and recording.
 - (b). Failure to attach the County/City Approved legal description to the instrument of conveyance, may create a substantial delay in recordings.
17. Affidavit from (To Be Determined), that the decedent Ruth E. Harsh, never received medical benefits from the State of Ohio or that any claim by the State of Ohio is satisfied.
18. Court Approval of Sale of said premises by the Delaware County, Ohio Probate Court, as to Ruth E. Harsh , Case No. 00206613PES.

NOTE: Company to determine terms and provisions of this case have been met and reserves the right to make further requirements, exceptions and/or deletion of requirements and exceptions upon such review.

19. Subject Premises is subject to current agricultural use valuation recoupment (CAUV). Please contact County Auditor for further detail.
20. No unreleased or open mortgage found of record in the County Recorder's Office; Owner's Affidavit Must So Specify.
21. Proper instruments creating the estate or interest to be insured must be executed and duly filed for record to wit:
 - (a). A properly executed deed from (To Be Determined), and spouse(s), if any, to James Heimerl.

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B Part II – Exceptions

File No.: 22-400-LS

Loan No.:

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, attached, 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, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage 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. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance or exception.
8. 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.
9. Additions and Abatements, if any, which may hereafter be made by legally constituted authorities on account of error, omissions or changes in the valuation.

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10. Future special assessments on the tax duplicate occasioned by past due water bills, sewer bills, weed cutting charges, property clean-up and building maintenance charges assessed by the City or County. The Company assumes no responsibility for ascertaining the status of these charges. The purchaser/insured is cautioned to obtain the current status of these charges.
11. The acreage/square footage indicated in the legal description is solely for the purpose of identifying the land. This commitment policy does not insure acreage or the exact quantity of land set forth in the legal description recited in Schedule A.
12. Homeowner Association Dues (if applicable): Failure to pay any Homeowners' Association dues required by the restrictive covenants set forth herein may result in a lien on the insured premises. The Company assumes no responsibility for ascertaining the status of these charges. The purchaser/insured is cautioned to obtain the current status of these charges.
13. Claims or liens for dues, any type of assessments or other charges of whatever nature, charged or levied by any condominium or residents organization or association, against the premises or common areas.
14. Rights of tenants, if any, under any unrecorded leases.
15. No liability is assumed by the Company for ascertaining the status of Utility Charges, and the insured is cautioned to obtain the current status of these payments.
16. The Company does not represent that any acreage or square footage calculations are correct and does not insure nor guarantee the reference to the land herein described. Reference to acreage or square footage is for identification purposes only.
17. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
18. Subject Premises is subject to current agricultural use valuation recoupment (CAUV).
19. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

2021 Tax Duplicate for Parcel Number 620-460-01-113-000;

The first installment tax in the amount of \$3,536.25, including current assessments, if any, is Paid.
The second installment tax in the amount of \$3,536.25, including current assessments, if any, is Paid.

Assessed Values:

Land: \$117,000.00 Building: \$36,540.00 Total: \$153,540.00 CAUV: \$334,280.00

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

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.

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 but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other

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taxing authority.

Said premises are liable for an assessment for 11-008 Adams Joint City Ditch, of which \$297.19 has been included with the taxes for the first installment of the year 2021.

Said premises are liable for an assessment for 11-008 Adams Joint City Ditch, of which \$297.19 has been included with the taxes for the second installment of the year 2021.

NOTE: A search for uncertified special tax assessments has not been performed.

20. Estate of Ruth E. Harsh, filed on December 5, 2006, in Case No. 00206613PES, in the Probate Court of Delaware County, OH.

NOTE: Company to determine terms and provisions of this case have been met and reserves the right to make further requirements, exceptions and/or deletion of requirements and exceptions upon such review.

21. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

22. 24 MONTH CHAIN OF TITLE:

Quit Claim Deed from Ruth E. Harsh, Trustee of the John C. Harsh and Ruth E. Harsh Trust, created on October 28, 1994 to Ruth E. Harsh, recorded April 17, 2001, as Book 87 Page 992 in the office of the Recorder of Delaware County, Ohio.

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Exhibit A

File No.: 22-400-LS

Loan No.:

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

Beginning those parts of Lots 8 and 9 in Section 4, Township 6, in Range 20 of the U.S.M. Lands bounded and described as follows:

Beginning at a post on the Section and Range line 89.445 poles South of the Northeast corner of said Section; thence North 89° 40' West along the South line of land formerly belonging to Lewis Hadley, 178.89 poles to a stone on a post; thence North 1.885 poles to the South line of Lot No. 10; thence West, along the South line of Lot 10, 78 poles to the corner of said Lots 9 and 10 in the first tier and the corner of Lots 9 and 10 in the second tier; thence South, along the line between the first and second tier of Lots 80.17 poles to the S.W. corner of said Lot 9 ; thence East, along said South line, 78.36 poles to the West line of a former Two Hundred acre tract of land formerly belonging to Lucas Sullivant; thence South 7.5 poles to the S. W. corner of said 200 acre tract; thence East, along the South line of said Two Hundred acre tract, 46.48 poles, thence South 74.75 poles to the South line of said Lot 8; thence East along the South line of said Lot 8, 131.82 poles to the S.E. corner of said Lot in the Section and Range line; thence North, on said line, 164.20 poles to the place of beginning, containing 201.65 acres of land.

Subject to all legal highways and easements of record.

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Chain of Title

File No.: 22-400-LS

Loan No.:

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

1. Ruth E. Harsh, Trustee of the John C. Harsh and Ruth E. Harsh Trust, created on October 28, 1994 to Ruth E. Harsh by deed dated 03/12/2001 and recorded on 04/17/2001 in Book 87 at Page 992 in the Official Records of the Delaware County Recorder.
2. John C. Harsh, Date of Death May 21, 2000 to Ruth E. Harsh by deed dated 03/12/2001 and recorded on 04/17/2001 in Book 87 at Page 982 in the Official Records of the Delaware County Recorder.
3. John C. Harsh and Ruth E. Harsh, husband and wife to John C. Harsh and Ruth E. Harsh Trust created on October 28, 1994 by deed dated 10/28/1994 and recorded on 10/31/1994 in Book 580 at Page 161 in the Official Records of the Delaware County Recorder.
4. John C. Harsh and Ruth E. Harsh, husband and wife to John C. Harsh and Ruth E. Harsh, for their joint lives, remainder to the survivor of them by deed dated 10/26/1992 and recorded on 11/03/1992 in Book 551 at Page 344 in the Official Records of the Delaware County Recorder.
5. John C. Harsh, married and husband of the Grantee to Ruth E. Harsh, married and wife of Grantor by deed dated 10/20/1982 and recorded on 11/04/1982 in Book 451 at Page 195 in the Official Records of the Delaware County Recorder.
6. Katharine H. Little, widow, Marjorie H. Allen and Morse Allen, her husband to John C. Harsh by deed dated 04/12/1945 and recorded on 04/19/1945 in Book 205 at Page 571 in the Official Records of the Delaware County Recorder.

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