



Ohio Bar Title Insurance Company

A First American Company

Commitment for Title Insurance

ISSUED BY

Ohio Bar Title Insurance Company

POLICY NUMBER

15-060

Commitment

Ohio Bar Title Insurance Company, an Ohio corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, Ohio Bar Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Ohio Bar Title Insurance Company

Kevin F. Eichner
President



Michael J. Fromhold
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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 FRAUD.

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.



Ohio Bar Title Insurance Company

A First American Company

ISSUED THROUGH THE OFFICE OF:



OHIO BAR TITLE INSURANCE
COMPANY, A
FIRST AMERICAN
COMPANY

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643

 Ohio Bar Title Insurance Company A First American Company	Commitment for Title Insurance BY Ohio Bar Title Insurance Company
Schedule A	15-060

File No.: 15-060

1. Effective Date: May 27, 2015 at 08:00 AM
2. Policy (or Policies) to be issued: Amount
 - a. ☒ ALTA Owner's Policy (6/17/06)
Proposed Insured: To be determined
To be determined
 - b. ☐
Proposed Insured:
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:
Reality Enterprises, LLC

Source of Title: O.R. Vol. 866, Page 2476, Recorder's Office, Delaware County, Ohio.
5. The land referred to in this Commitment is described as follows:
Situating in the Township of Brown, County of Delaware, State of Ohio, being part of Farm Lot 18 in Quarter-Township 2, Township 5, Range 18 of the United States Military Lands and being more particularly described as follows:

Beginning at a MAG Nail found at the northeast corner of said Farm Lot 18, being in the centerline of Township Road 263 (Pittman Road);

Thence along the east line of said Farm Lot 18, also being the said centerline of Township Road 263 South 05° 31' 49" West 617.62 feet to an iron bar set, being on the east right-of-way line of U.S. Route 42, also being on the west right-of-way line of the New York Central Lines Railroad (passing a MAG Nail set at 413.94 feet);

Thence along the said east right-of-way line of U.S. Route 42, also being the said west right-of-way line of the New York Central Lines Railroad South 28° 39' 29" West 187.60 feet to an iron bar set;

Thence North 85° 48' 58" West 633.60 feet to an iron bar set, (passing an iron bar set at 89.13 feet);

Thence North 05° 31' 49" East 806.44 feet to an iron bar set, being on the north line of said Farm Lot 18, also being the south line of a 93.465 acre tract now or formerly owned by the Robert M. Lawrence Living Trust, as described as the remainder of Tract I in Official Records Volume 265, Page 1326;

Thence along the north line of said Farm Lot 18, also being the said south line of the 93.465 acre tract, and along the south line of a 2.291 acre tract now or formerly owned by William K. and Lisa R. Grubb, as described in Official Records Volume 276, Page 2364, and along the south line of a 1.138 acre tract now or formerly owned by William K. and Lisa R. Grubb, as described in Deed Book 665, Page 341 South

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 FRAUD.

SCHEDULE A
(Continued)

File No.: 15-060

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84° 21' 23" East 707.12 feet to the POINT OF BEGINNING (passing an iron pipe found at 677.00 feet);

Containing 12.800 acres, more or less, being part of an original 40.889 acre tract as described in Deed Book 407, Page 315;

Subject to all easements, restrictions, and rights-of-way, if any of record.

Surveyed by Karen S. Coffman, Surveyor, Registration Number 7845 on October 26, 2004. Basis of Bearings is assumed. All iron bars set are set with a plastic cap marked "SLSS PS 7845".

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SCHEDULE A
(Continued)

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Commitment No.: 15-060

Issuing Agent: David C. Shade, Agent, Delaware Title Agency, Inc.
Agent ID No.: 4039563
Address: 41 North Sandusky Street, Suite 408
City, State, Zip: Delaware, Ohio 43015
Telephone: (740)363-2063

By:



David C. Shade, Agent, Delaware Title
Agency, Inc.

(This Schedule A valid only when Schedule B is attached.)

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 FRAUD.

 Ohio Bar Title Insurance Company A First American Company	Commitment for Title Insurance BY Ohio Bar Title Insurance Company
Schedule BI	15-060

REQUIREMENTS

File No.: 15-060

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
 - a. Proper deed from Reality Enterprises, LLC to To be determined
3. Certificate of Good Standing from the Ohio Secretary of State for Reality Enterprises, LLC.
4. Copy of Operating Agreement/Code of Regulations for Reality Enterprises, LLC.
5. Resolution executed by all members of Reality Enterprises, LLC authorizing the sale of the subeject property, authorizing the member to sign and deliver the purchase/sale agreement, deed, affidavit, and other other sale documents.
6. Satisfaction and release of record of mortgage from Reality Enterprises, LLC, an Ohio Limited Liability Company, to First-Knox National Bank, Division of the Park National Bank, dated October 31, 2008, filed November 3, 2008 at 9:25 a.m. in O.R. Vol. 870, Page 2020, Recorder's Office, Delaware County, Ohio.

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Schedule BII	15-060

EXCEPTIONS

File No.: 15-060

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, 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 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 instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Taxes for 2014 are \$2590.77 per half; plus an assessment of \$8.59 for the Sugar Run Ditch due with first half only. Taxes for first half 2014 have been paid; last half 2014 are now due and payable. Taxes for 2015 are undetermined but a lien.
9. Notwithstanding the reference to acreage or square footage in the description set forth in Exhibit A hereof, this policy does not insure nor guarantee the acreage or quantity of land set forth therein.
10. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
11. Mortgage from Reality Enterprises, LLC, an Ohio Limited Liability Company, to First-Knox National Bank, Division of the Park National Bank, dated October 31, 2008, filed November 3, 2008 at 9:25 a.m. in O.R. Vol. 870, Page 2020, Recorder's Office, Delaware County, Ohio.
12. Easement granted to The Ohio Fuel Gas Company of record in D.B. 351, Page 388, Recorder's Office, Delaware County, Ohio. Assignment of said easement is of record in D.B. 515, Page 406; re-filed in D.B. 515, Page 631, Recorder's Office, Delaware County, Ohio.
13. Easement granted to Del-Co Water Co. Inc. of record in D.B. 428, Page 663, Recorder's Office, Delaware County, Ohio.
14. Easement granted to Columbus and Southern Ohio Electric Company of record in D.B. 389, Page 650,

SCHEDULE B - SECTION II
(Continued)

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Recorder's Office, Delaware County, Ohio.

15. Easement granted to Southern Ohio Electric Company of record in Lease Vol. 10, Page 561, Recorder's Office, Delaware County, Ohio.
16. Right of Way Easement granted to The Board of County Commissioners of Delaware County, Ohio of record in O.R. Vol. 64, Page 1350, Recorder's Office, Delaware County, Ohio.
17. Delinquent water bills and sewer rental charges may become a lien on the real estate. 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.
18. Easement for drainage collector tile purposes of record in O.R. Vol. 64, Page 1352, Recorder's Office, Delaware County, Ohio.
19. Easement for draining surface water to the Sugar Run Ditch of record in O.R. Vol. 200, Page 995, Recorder's Office, Delaware County, Ohio.
20. Easement granted to Columbus Southern Power Company of record in O.R. Vol. 876, Page 614, Recorder's Office, Delaware County, Ohio.
21. Easement for telecommunication lines set forth in judgment entry of record in O.R. Vol. 1250, Page 1091, Recorder's Office, Delaware County, Ohio.