

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Old Republic Title Ins Co

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 EXTRACTIONAL 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 Title Insurance Company (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 thirty (30) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

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



Authorized Officer or Licensed Agent

By *C. Monroe* President
Attest *David Wald* Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law 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; and
- 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. DEFINITIONS

- 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.

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.

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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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Title Insurance Commitment

By

Old Republic Title Insurance Company

File No.: 21284

1. Effective Date: **November 1, 2021, at 8:00 am**

2. Policy (or Policies) to be issued:

AMOUNT

a. ALTA Owner's Policy of Title Insurance (6-17-06)

\$TBD

ALTA Homeowner's Policy of Title Insurance (rev. 2-3-10)

Other

Proposed Insured: **TBD**

b. ALTA Loan Policy of Title Insurance (6-17-06)

ALTA Expanded Coverage Residential Loan Policy (2-3-10)

ALTA Short Form Residential Loan Policy - Ohio (5/1/08)

Proposed Insured: its successors and/or assigns as their interests may appear, as defined in the Conditions and Stipulations of this policy.

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: **Cogniac Farms LLC**

5. The land referred to in this Commitment is described as follows:

Situated in the State of Ohio, County of Madison, and in the Township of Deercreek, and being more particularly described in Exhibit A, attached hereto and incorporated herein by reference

Issuing Agent: **Midland Title West, LLC**
Agent ID No.: **1**
Address: **117 West High St., Suite 105**
City, State, Zip: **London, OH, 43140**
Telephone: **(740) 852-3000**

By: 
Authorized Countersignature
(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.

Title Insurance Commitment

By

Old Republic Title Insurance Company

File No.: 21284

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor, and the payment of the premium due on the title insurance policies to be issued in accordance with this commitment.
2. Instrument(s) in insurable form creating the estate or interest to be insured, must be approved by title company, properly executed, delivered and filed for record.
3. For Lender Title Insurance policies, a properly executed and recordable Mortgage Deed from the legally required owner(s) (with release of dower, if applicable) to proposed Mortgagee insured conveying and/or encumbering the premises described in Schedule A, Item 5, hereof.
4. Properly recorded release(s) of the Property from any mortgage(s) or lien(s) listed in Schedule BII, below.
5. Furnishing to the Closing Agent any documentation required by Title Insurance Agent showing proof of authority for the execution of documents and/or for the determination that a party is in good standing. Closing Agent may require some such documentation to be recorded.

Other Requirements, if any:

6. **Approval of Old Republic Title Insurance Company ("Old Republic") to issue excess risk policy, and furnishing any documentation required by Old Republic, if applicable.**
7. **Issuing Agent (as set forth in Schedule A) reserves the right to add additional requirement(s) that must be satisfied to issue title insurance policies contemplated hereby.**

Title Insurance Commitment

By

Old Republic Title Insurance Company

File No.: 21284

EXCEPTIONS

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 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 property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness are not hereby insured.
8. INTENTIONALLY BLANK
9. 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
10. Subject to any of the parties being a debtor or the land being involved in any Bankruptcy proceedings; the land must be released from any such proceeding.
11. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

12. Taxes:

Parcel Number: 05-00144.000

The Madison County Auditor shows taxes in the name of Cogniac Farms LLC. Taxes for the second half of paid are paid in the amount of \$8,280.09. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for 2020 are paid-in-full. Taxes for the current year is a lien, but undetermined and not due. The aforesaid parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 05-00148.000

The Madison County Auditor shows taxes in the name of Cogniac Farms LLC. Taxes for the second half of paid are paid in the amount of \$71.26. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for 2020 are paid-in-full. Taxes for the current year is a lien, but undetermined and not due. The aforesaid parcel number is qualified for Current Agricultural Use Valuation (CAUV).

Parcel Number: 05-00148.001

The Madison County Auditor shows taxes in the name of Cogniac Farms LLC. Taxes for the second half of paid are paid in the amount of \$528.52. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due, including delinquencies, is \$NONE. Taxes for 2020 are paid-in-full. Taxes for the current year is a lien, but undetermined and not due. The aforesaid parcel number is qualified for Current Agricultural Use Valuation (CAUV).

13. The title insurance policy or certification will not guarantee the amount of acreage stated in the legal description of the property.
14. Subject to the rights of the public and public authorities to use and regulate the use of any of the land within a road right of way. If a title insurance policy will be issued, the following applies: Although the policy to be issued insures legal access to and from the land (unless otherwise stated), it will not insure the right of the insured to build a driveway connecting to a public highway.
15. Subject to the recoupment of taxes as a result of the land being removed from the County CAUV Program. Farm acreage may be enrolled in other Government Programs (Conversation, Set-aside, Drainage maintenance, etc.) at Federal, State, or Local levels that require repayment/recoupment of benefits if the acreage is not continued on the Government Program. Buyer and/or Lender must inquire and satisfy themselves in regard to the applicability of such other Government Programs. Title Agent, Closing Agent, and Attorney do not assume any liability therefore.
16. Restrictions, easements, and setbacks as shown on the plat (including amendments, if any) containing the land as recorded at the Madison County Recorder.
17. Subject to the regulation of the governmental entity to approve any alternation(s) to Deer Creek and/or its tributaries.

18. Subject to right(s) of upper and lower riparian owner(s) of Deek Creek, and the uninterrupted, natural flow thereof.
19. The land shall not be deemed to include any part thereof, resulting through the change in the course of Deek Creek occasioned by other than natural causes or by natural cause other than accretion.
20. This policy shall not insure or guarantee riparian rights to Deer Creek and/or its tributaries.
21. Subject to an easement to the Columbus and Southern Ohio Electric Company recorded at Deed Volume 148, Page 165, and subsequent assignment thereof to the Ohio Edison Company recorded at Deed Book 148, Page 248, Madison County Recorder.
22. Subject to an easement and right of way for public highway and road purposes to the State of Ohio recorded at Deed Book 149, Page 52, Madison County Recorder.
23. Subject to an easement to The Columbus Railway, Power & Light Company recorded at Deed Book 120, Page 300, Madison County Recorder.
24. Subject to an easement to The Columbus Railway, Power & Light Company recorded at Deed Book 120, Page 312, Madison County Recorder.
25. Subject to an easement to The Columbus Railway, Power & Light Company recorded at Deed Book 120, Page 299, Madison County Recorder.
26. Subject to a game management lease with the Commission of Conservation and Natural Resources of the State of Ohio recorded at Lease Records Volume, Page 125, Madison County Recorder.
27. Subject to a lease with the Hercules Power Company recorded at Lease Records Volume 6, Page 562, Madison County Recorder.
28. Subject to a lease with Hercules Incorporated recorded at Lease Records Volume 13, Page 120, Madison County Recorder.
29. Subject to a lease with Hercules Incorporated recorded at Lease Records Volume 14, Page 298, Madison County Recorder.
30. Subject to an easement to The Columbus Railway, Power & Light Company recorded at Deed Book 120, Page 322, Madison County Recorder.
31. Subject to an easement to the Ohio Telephone and Telegraph Company recorded at Deed Book 134, Page 157, Madison County Recorder.
32. Subject to an easement to the State of Ohio by the Conservation Council of the State of Ohio recorded at Deed Book 125, Page 573, Madison County Recorder.
33. \$130,849.00 mortgage to Farm Credit Services of Mid-America, FLCA, recorded on 6/27/2005 at Official Records Volume 202, Page 1090, Madison County Recorder.
34. Anything to the contrary notwithstanding, this Policy shall not insure for loss or damage, and the Company shall not be liable for attorneys' fees and defense costs, by reason of any requirement by the County for a new survey and description prior to transfer pursuant to those standards governing conveyances as adopted by Madison County, as authorized by O.R.C. Sections 319.203 and 315.251.

End of Schedule