

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 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 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.

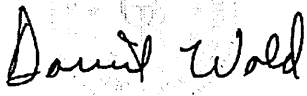
Countersigned



Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic Title Ins Co. 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.



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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic Title Ins Co. 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.

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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic Title Ins Co. 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.

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 Old Republic Title Ins Co. 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Title Insurance Commitment

By

Old Republic Title Insurance Company

File No.: **22552**

1. Effective Date: **October 25, 2023, 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: **G6 Farms LLC by that certain instrument recorded on 3/13/2020 at Official Records Volume 362, Page 2278, Madison County Recorder**

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 Paint, and being 73.0015 acres, as 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.: 22552

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.**
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.: **22552**

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: 14-00141.003

The Madison County Auditor shows taxes in the name of G6 Farms LLC. Taxes and assessments for the second half of 2022 are paid in the amount of \$531.37. Continuing assessments included in that amount are \$140.34. 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 \$32.59. Taxes for 2021 are now due and payable. Taxes for the current year are a lien, but undetermined and not due. The aforementioned parcel number is qualified for the 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 (Conservation, 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. The Land is receiving a CAUV real estate tax credit; any change in the usage of the Land described in Schedule A, failure to apply and/or re-apply on an annual basis may result in recoupment charged in the then current owners at a later date. The Company assumes no liability for any such recoupment.
17. Restrictions, easements, and setbacks as shown on the plat (including amendments, if any) containing the land as recorded at the Madison County Recorder.
18. Subject to a right of way to American Energex Corporation recorded at Deed Records Volume 298, Page 255, Madison County Recorder.
19. Subject to a right of way and easement to The Cincinnati Gas & Electric Company, Columbus and Southern Ohio Electric Company, and The Dayton Power and Light Company recorded at Deed Records Volume 173, Page 342, Madison County Recorder.
20. Subject to a 30' drainage easement set forth in that certain instrument recorded at Official Records Volume 214, Page 625, Madison County Recorder.
21. \$411,000.00 commercial open-end mortgage to Farm Credit Mid-America, FLCA, recorded on 3/9/2020 at Official Records Volume 362, Page 2261, Madison County Recorder.

End of Schedule

COTTRILL SURVEYING, INC

8256 State Route 207 NE, Mt. Sterling, Ohio 43143, Ph. 740.869.3811, www.cottrillsurveying.com

73.0015 Acre Tract Surveyed for Davis

The following described 73.0015 acre tract is situated in the State of Ohio, Madison County, Paint Township, VMS 5533 and 13112, being part of a 127.7295 acre tract (Parcel 14-00141.000) conveyed to Steven E and Rebecca H Davis by Deed Book 289 page 58, and being more particularly described as follows:

Commencing at a monument box found at the centerline intersection of State Route 38 (60 feet right-of-way) and Linson Road (County Road 17, 45 feet right-of-way);

Thence, with the centerline of Linson Road with the following five courses:

- 1) North 86° 55' 13" West a distance of 2870.80 feet to an iron pin found;
- 2) North 84° 06' 11" West a distance of 327.70 feet to a point;
- 3) North 84° 04' 05" West a distance of 583.74 feet to a railroad spike found;
- 4) North 84° 04' 28" West a distance of 711.20 feet to a railroad spike found;
- 5) North 86° 00' 56" West distance of 33.19 feet to a mag nail set at the Southwest corner of a 4.6766 acre tract conveyed to Michael E and Margaret M Wood, Joint Lives by Official Record 259 page 1011 and the Southeast corner of said 127.7295 acre tract, being in the line between VMS 7260 and 13112, and being the True Point of Beginning;

Thence, with the centerline of Linson Road and said VMS line, North 86° 00' 56" West a distance of 430.00 feet to a mag nail set;

Thence, across said 127.7295 acre tract with the following four new courses:

- 1) North 05° 39' 07" East, passing an iron pin and cap set at 22.23 feet, a total distance of 383.55 feet to an iron pin and cap set;
- 2) North 00° 15' 25" East a distance of 1087.04 feet to an iron pin and cap set;
- 3) North 82° 40' 23" West a distance of 214.22 feet to an iron pin and cap set;
- 4) North 23° 42' 25" West a distance of 2902.04 feet to an iron pin and cap set in the Southeast line of a 386.4439 acre tract conveyed to Iris Wilson and Timothy R Walker, Trustees by Official Record 353 page 1150;

Thence, with the Southeast line of said 386.4439 acre tract, North 36° 25' 55" East a distance of 595.01 feet to an iron pin and cap set in the Southwest line of a 332.75 acre tract conveyed to Agricultural Lands LTD by Official Record 67 page 290 and in the line between VMS 5533 and 6265;

Thence, with the Southwest line of said 332.75 acre tract and said VMS line, South 51° 00' 27" East a distance of 1180.21 feet to an angle iron fence post found in the West line of a 246.3515 acre tract conveyed to Heiner Gantenbrink Farms by Official Record 303 page 754;

Thence, with the West line of said 246.3515 acre tract and continuing with said VMS line with the following three courses:

- 1) South 06° 35' 20" West a distance of 855.14 feet to a 3/4 inch diameter iron pipe and cap stamped "RET 6552" found;
- 2) South 25° 59' 45" East a distance of 118.37 feet to an angle iron fence post found at the northeast corner of VMS 13112;
- 3) With the line between VMS 6265 and 13112, South 21° 03' 29" East a distance of 629.53 feet to a 3/4 inch diameter iron pipe found at the Northwest corner of a 19.9039 acre tract conveyed to James Edwin Hunter by Official Record 304 page 2623;

Thence, with the Southwest line of said 19.9039 acre tract and with said VMS line, South 21° 10' 58" East a distance of 1704.99 feet to a 1 inch diameter iron pipe and aluminum cap stamped "NCB 5969" found at the Northwest corner of a 5.004 acre tract conveyed to James Edwin Hunter by Official Record 304 page 2621;

Thence, with the Southwest line of said 5.004 acre tract and with said VMS line, South 21° 15' 03" East a distance of 489.63 feet to an iron pin and cap previously set at the Northeast corner of said Wood's 4.6766 acre tract;

Thence, around said 4.6766 acre tract with the following two courses:

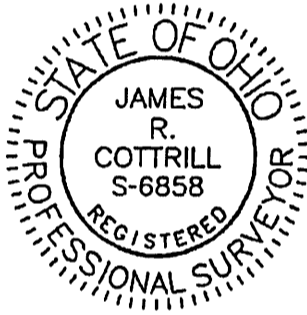
- 1) North 83° 33' 14" West a distance of 443.77 feet to an iron pin and cap previously set;
- 2) South 05° 39' 46" West, passing an iron pin and cap previously set at 359.79 feet, a total distance of 381.36 feet returning to the True Point of Beginning, containing 73.0015 Acres more or less.

Bearings are based on a GPS observation on November 8, 2019, WGS 1984 Geodetic North.

This deed is subject to and with the benefit of all legal highways, restrictions, easements, limitations, and reservations, of record, if any and to zoning restrictions which have been imposed thereon, if any.

All iron pins set are 5/8-inch diameter rebar with yellow plastic cap stamped "Cottrill Surveying"

This description is based on a field survey performed February 26, 2020 by James R. Cottrill, PS registration #6858. (Job #S200210-73.0015)



James R. Cottrill
James R. Cottrill, PS