



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
FIRST AMERICAN 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, First American Title Insurance Company, a California 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Sally F. Tyler, President

By: _____

Lisa W. Cornehl, Secretary

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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.

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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.

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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>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Valmer Land Title Agency
Issuing Office: 10710 Blacklick-Eastern Road (SR 204), Suite 100, Pickerington, OH 43147
Issuing Office's ALTA® Registry ID: 1122991
Loan ID No.:
Commitment No.: 52-192645-52-1
Issuing Office File No.: 52-192645-52
Property Address: 0 Likens Road, Marion, OH 43302
Revision No.: 1

SCHEDULE A

1. Commitment Date: August 28, 2026 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
Proposed Insured:
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (2021)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Foos Family Farms, LLC, an Ohio limited liability company

Source of Title:
Book 1036, Page 90
Recorder's Office, Marion County, Ohio
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Valmer Land Title Agency

Authorized Signature or Signatory

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File No.: 52-192645-52

The Land referred to herein below is situated in the County of Marion, State of Ohio and is described as follows:

Being part of the Northwest and the Northeast Quarter of Section 8, Township 5 South, Range 16 East, Claridon Township, Marion County, State of Ohio: Being part of tracts now or formerly owned by K.L. & J.M. Foos (Surv.) TOD (O.R. 897 Page 69); and being more particularly described as follows:

Commencing at an existing railroad spike located at the intersection of the North-South Half Section Line of Section 8 with the centerline of County Road 167 (also being the North Line of Section 8);

thence along said centerline S 88°59'00" E (for basis of bearing, see Official Record 68 Pg. 16, Marion County Recorder's Office) for a distance of 25.24 feet to a small spike set over an existing railroad spike on Grantor's West Line and the point of beginning;

thence continuing along said centerline S 88°59'00" E for a distance of 648.76 feet to a railroad spike set;

thence S 1°01'00" W for a distance of 175.00 feet to a 5/8" dia. iron pin set (passing over a 5/8" dia. iron pin set at 30.00 feet);

thence S 88°59'00" E for a distance of 120.00 feet to a 5/8" dia. iron pin set;

thence N 1°01'00" E for a distance of 175.00 feet to a railroad spike set on the centerline of County Road 167 (passing over a 5/8" dia. iron pin set at 145.00 feet);

thence along said centerline S 88°59'00" E for a distance of 283.05 feet to a railroad spike set on Grantor's East Line;

thence along Grantor's East Line S 5°15'50" W for a distance of 1372.18 feet to an existing iron pin on the South Line of the Northwest Quarter of the Northeast Quarter of Section 8;

thence along said South line N 88°19'30" W for a distance of 708.53 feet to a 5/8" dia. iron pin set on Grantor's East Line;

thence along Grantor's East Line S 0°48'50" W for a distance of 681.06 feet to a 5/8" dia. iron pin set on Grantor's South Line;

thence along Grantor's south line N 88°59'00" W for a distance of 294.00 feet to a point on the North-South Half Section Line of Section 8 (said point being referenced by an existing iron pin 0.80 feet North and 0.12 feet West);

thence along said North-South Line Half Section Line S 1°42'30" W for a distance of 672.74 feet to an existing iron pin on the East-West Half Section Line of Section 8; thence along said East-West Half Section Line N 88°18'00" W for a distance of 1300.07 feet to a 5/8" dia. iron pin set on the West line of the East Half of the Northwest Quarter of Section 8;

thence along said West Line N 1°29'05" E for a distance of 648.10 feet to a point on Grantor's North Line (said point being referenced by an existing iron pipe 0.49 feet South and 0.12 feet West);

thence along Grantor's North Line S 89°23'05" E for a distance of 1272.65 feet to an existing iron pipe on the Grantor's West Line;

thence along Grantor's West Line N 0°51'30" E for a distance of 433.50 feet to a point (said point being referenced by an existing iron pipe 0.14 feet West);

thence Northeasterly along a curve to the left having a radius of 242.10 feet for an arc distance of 210.26 feet (chord N

EXHIBIT A

(Continued)

25°44'20" E 203.72 feet) to a point on Grantor's West Line (said point being referenced by an existing iron pipe 0.14 West);

thence along Grantor's West Line N 0°51'30" E for a distance of 1423.00 feet to a small spike set over an existing railroad spike on the centerline of County Road 167 and the point of beginning.

Containing 55.212 acres more or less and being subject to legal highways, easements, restrictions, and agreements of record. This description prepared from a survey performed by Thomas L. Boblenz, Registered Surveyor 5719, and dated November 15, 2007. All 5/8" dia. iron pins set have a plastic identity cap with the following caption, "TLB & Associates."



SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

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.
5. Warranty Deed from Foos Family Farms, LLC, an Ohio limited liability company to TBD.
6. Subject to Articles of Organization, Certificate of Good Standing from the Office of the Secretary of State of formation, Operating Agreement with Roster of Members, and Member Resolution authorizing the Member(s) to execute all necessary instruments on behalf of the limited liability company.
7. The contemplated conveyance requires approval of the legal description by the County Engineer.
8. Properly executed release or satisfaction of the insured premise(s) from mortgage(s) as shown in Schedule B, Section 2.

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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, attaches, 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, 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.

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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 following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. The lien of all taxes for the year 2026, but which are not yet due and payable.
10. Taxes for the year 2025 are as follows: AS TO PARCEL NUMBER 040090000300: First half taxes are PAID in the amount of \$293.75; Second half taxes are PAID in the amount of \$293.75. (VALUATIONS: Land \$6,890.00; Building \$7,800.00; TOTAL \$114,690.00).

Premises are subject to a tax adjustment for farm recoupment.

Scioto River Sonserv Dist Assessment for the year 2025: First half PAID in the amount of \$1.00; Second half PAID in the amount of \$1.00.

Foos Croft Ditch Assessment for the year 2025: Due in the first half tax is PAID in thea amount of \$63.80.

NOTE: Call the treasurer/auditor for future assessments.

11. Mortgage from Foos Family Farms, LLC an Ohio limited liability company, to The Commercial Savings Bank, dated July 1, 2009, filed for record July 2, 2009, and recorded in Book 1097, Page 906, Recorder's Office, Marion County, Ohio, to secure \$163,000.00.(Partial release in Book 1370, Page 582 for 0.482 acres)
12. Easement for Road Purposes of record in Deed Book 382, Page 339.
13. The right of the public to use that portion of the premises which lies within the legal limits of any public roadway/highway.
14. We do not affirmatively insure the quantity of acreage set forth in the description referred to in Schedule A.
15. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
16. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, as to Loan Policy only.

Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
17. NOTE: No liability is assumed by Company for ascertaining the status of utility charges, and the insured is cautioned to obtain the current status of these payments.

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FOR INFORMATIONAL PURPOSES ONLY:

GRANTOR: Kenneth L. Foos and Julia Marie Foos

GRANTEE: Foos Family Farms, LLC, and Ohio limited liability company

DATE FILED: January 22, 2008

RECORDED: Book 1036, Page 90

Recorder's Office, Marion County, Ohio

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