

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 20230068C-1

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, First American Title Insurance Company, a Ohio 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 60 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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- 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.

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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.

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.

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- 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.
- 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.

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.

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

Issuing Agent: Kingdom Title Solutions, LLC
Issuing Office: 275 Springside Drive, Suite 101, Akron, OH 44333
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 20230068C-1
Issuing Office File No.: 20230068C
Property Address: 2765 Fixler Road, Medina, OH 44256
7000 Bear Swamp Road, Medina, OH 44256

SCHEDULE A

1. Commitment Date: November 13, 2023 at 07:29 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
 - Proposed Insured: To Be Determined
 - 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:

Troy R. Ramey

Vesting Deeds: Warranty Deeds recorded January 10, 2023 as Instrument Nos. 2023OR000401 and 2023OR000402 of Medina County Records.
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A
(Continued)

FIRST AMERICAN TITLE INSURANCE COMPANY

Kingdom Title Solutions, Inc.

Stephanie C. Ward

Stephanie Ward, Authorized Signor

First American Title Insurance Company

Kenneth D. DeGiorgio

Kenneth D. DeGiorgio, President

Greg L. Smith

Greg L. Smith, Secretary

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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 Troy R. Ramey, with the appropriate release of dower, if any, to TBD.
6. Satisfaction and Release of Mortgage from Troy R Ramey and Terry C Ramey to MERS, Inc., as nominee for America's Wholesale Lender, covering caption premises, in the amount of \$256,000.00 dated October 27, 2005, recorded October 28, 2005, and recorded as Instrument No. 2005OR037459 of Medina County Records.

Assignment of Mortgage to Ditech Financial LLC, a Delaware Limited Liability Company recorded July 31, 2018 as Instrument No. 2018OR016301 of Medina County Records.

Assignment of Mortgage to New Residential Mortgage LLC recorded December 02, 2019 as Instrument No. 2019OR025101 of Medina County Records.

Assignment of Mortgage to LoanCare, LLC recorded May 11, 2021 as Instrument No. 2021OR013763 of Medina County Records.

7. Satisfaction and Release of Mortgage from Troy R Ramey and wife, Terry C Ramey to Newtek Small Business Finance, Inc., a New York corporation, covering caption premises, in the amount of \$740,000.00 dated August 03, 2012, recorded August 03, 2012, and recorded as Instrument No. 2012OR018833 of Medina County Records.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



20230068C

 First American Title™	<h2>Commitment for Title Insurance</h2>
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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, interest, or claims which are not shown by 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 line, 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. 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 limited to, easements, claims of easements or encumbrances that are not shown in the public records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed bylaw and not shown in the public records.
6. Special taxes or assessments approved, levied or enacted by the State, County, Municipality 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 reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20230068C

SCHEDULE B, PART II

(Continued)

7. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
8. Those covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin or other categories that may from time to time be deemed to be protected classes are hereby deleted to the extent such covenants, conditions or restrictions violate the provisions set forth in 42 USC 3604.
9. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20230068C

SCHEDULE B, PART II
(Continued)

10. Listed for taxes in the County Treasurer's Tax Duplicate for the year 2022:

PN: 031-11D-22-022 - too new for tax figures

PN: 031-11D-22-023 - too new for tax figures

PARENT PARCEL

PN: 031-11D-22-005

Taxes and assessment for the first half of 2022, in the amount of \$1,943.17 are Paid.

Taxes and assessment for the second half of 2022, in the amount of \$1,943.17 are not yet due or payable.

Assessments, Homestead Exemption or Delinquency included in the above mentioned amount as follows:

None

PARENT PARCEL

PN: 031-11D-22-008

Taxes and assessment for the first half of 2022, in the amount of \$412.34 are Paid.

Taxes and assessment for the second half of 2022, in the amount of \$412.34 are not yet due or payable.

Assessments, Homestead Exemption or Delinquency included in the above mentioned amount as follows:

None

Addition of General Taxes or Assessments, if any, which may hereafter be made by legally constituted authorities pursuant to Revised Code Section Numbers 319.40 and 5713.20, or

Additions, deletions, abatements or corrections which may be made after the date hereof by legally constituted authorities on account of errors or omissions.

The insured herein is hereby notified that a change in the tax for the year 2023 and ensuing years may be made by an increase or decrease in the valuation of these premises for the tax purposes as a result of any complaint which may be found to alter such valuation pursuant to Section 5715.19 of the Revised Code of Ohio.

Assessments which at the date thereof have not been certified to the County Auditor.

11. Oil and Gas Lease to Superior Petroleum, Inc. recorded November 21, 1980 as Volume 69, Page 880 of Medina County Records. See public record for particulars. No further examination has been made of this instrument.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20230068C

SCHEDULE B, PART II

(Continued)

12. Oil and Gas Lease to John Hatfield recorded November 12, 1982 as Volume 136, Page 760 of Medina County Records. See public record for particulars. No further examination has been made of this instrument.
13. Easement to General Telephone Company of Ohio recorded December 14, 1983 as Volume OR 185, Page 385 of Medina County Records.
14. Title to that portion of the property within the bounds of any roads or highways and rights of other parties/the public to use the road/highway.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20230068C

 <i>First American Title</i> TM	Commitment for Title Insurance
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SCHEDULE C

The Land is described as follows:

SCHEDULE C

(Continued)

Parcel 1:

Situated in the Township of Montville, County of Medina, and State of Ohio:

Known as being part of Original Montville Township Lot No. 99, also being part of land conveyed to Troy R. Ramey (Parcel No. 1) by deed recorded on January 10, 2018 in Document No. 2018OR000664 of Medina County Recorder's Records, further bounded and described as follows:

Commencing at monument box with iron pin found at the point of intersection of the centerline of Bear Swamp Road (C.H. 52) having a variable width Right-of-Way, with the centerline of Fixler Road (C.H. 75) having a 60-foot wide Right-of-Way, the same being a point in the Eastern line of said Lot No. 99;

Thence along the centerline of said Fixler Road, bearing North 74°22'06" West, a distance of 392.85 feet to a point thereon, the same being the Southwest corner of Sublot 1 as delineated by the plat for the Ault Subdivision a recorded in Plat Volume 11, Page 10 of Medina County Recorder's Records, and the TRUE PLACE OF BEGINNING of the parcel herein described;

Thence continuing along the centerline of Fixler Road, bearing North 74°22'06" West, a distance of 311.47 feet to a point thereon, the same being the Southeast corner of land conveyed to Quentin Brown by deed recorded on December 31, 2019 in Document No. 2019OR027416 of Medina County Recorder's Records.

Thence along the Eastern line of said land conveyed to Quentin Brown, bearing North 00°04'31" East, having passed through an iron pin set at 31.14 feet for a total distance of 684.08 feet to an iron pin set thereon;

Thence, bearing South 89°55'29" East, a distance of 300.06 feet to an iron pin set in the Western line of land conveyed to Troy R. Ramey (Parcel No. 2) by deed recorded on January 10, 2018 in Document No. 2018OR000664 of Medina County Recorder's Records;

Thence along the Western line of said land conveyed to Troy R. Ramey (Parcel No. 2) and the Southerly prolongation thereof, bearing South 00°04'31" West, having passed through a 1-inch iron pipe found without cap at 738.13 feet for a total distance of 767.61 feet to a point in the centerline of said Fixler Road and the TRUE PLACE OF BEGINNING, containing 5.0000 acres of land, more or less, but subject to all legal highways and all covenants of records.

Bearing are based on an assumed meridian and are used herein to indicate angles only.

The statement "iron pin set" refers to a 5/8" * 30" iron rebar set vertically with surveyor's I.D. cap marked "Rolling & Hocevar".

This legal description was prepared based on a survey under the supervision of Andrew G Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. In December 2022.

Parcel No. 031-11D-22-023

For Informational Purposes Only:

Commonly known as 2764 Fixler Road, Medina, OH 44256

Parcel 2:

Situated in the Township of Montville, County of Medina, and State of Ohio:

Known as being part of Original Montville Township Lot No. 99 and Lot No. 100, also being part of land conveyed to Troy R. Ramey by deed recorded on January 10, 2018 in Document No. 2018OR000664 of Medina County Recorder's Records, further bounded and described as follows:

Commencing at a monument box with iron pin found at the point of intersection of the centerline of Bear Swamp

SCHEDULE C

(Continued)

Road (C.H. 52) having a variable width Right-of-Way, the the centerline of Fixler Road (C.H. 75) having a 60-foot wide Right-of-way, the same being in the Eastern line of said Lot No. 99;

Thence along the centerline of said Bear Swamp Road and the Eastern line of said Lot No. 99, bearing North 00°03'47" West, a distance of 517.13 feet to a point thereon, the same being Northeast corner of Sublot 2 as delineated by the plat for the Ault Subdivision as recorded in Plat Volume 11, Page 10 of Medina County Recorder's Records, and the TRUE PLACE OF BEGINNING of the parcel herein described;

Thence along the Northern line of said Sublot No. 2 and the Westerly prolongation thereof, bearing South 89°56'36" West, having passed through a 5/8-inch iron pin found without cap at 30.27 feet to a total distance of 377.22 feet to an iron pin set at the Northwest corner of Sublot 1 a delineated by said plat for the Ault Subdivision, the same being a point in the eastern line of land conveyed to Troy R. Ramey (Parcel No. 1) by deed recorded on January 10, 2018 in Document No. 2018OR000664 of Medina County Recorder's Records.

Thence along the Eastern line of said land conveyed to Troy R. Ramey (Parcel No. 1), bearing North 00°04'31" East, a distance of 356.71 feet to an iron pin set thereon;

Thence, bearing North 89°55'29" West, a distance of 300.06 feet to an iron pin set in the Western line of said land conveyed to Troy R. Ramey (Parcel No. 1), the same being a point in the Eastern line of land conveyed to Quentin Brown by deed recorded on December 31, 2019 in Document No. 2019OR027416 of Medina County Recorder's Records.

Thence along the Eastern line of Said land conveyed to Quentin Brown, bearing North 00°04'31" East, a distance of 442.10 feet to 1/2-inch square iron pin found without cap at the Northeast corner thereof, the same being a point in the Southern line of land conveyed to Shawn A. Hronec and Jamie N. Hronec by deed recorded on April 15, 2020 in Document No. 2020OR008121 of Medina County Recorder's Records;

Thence along the Southern line of said land conveyed to Shawn A. Hronec and Jamie N. Hronec, bearing North 89°50'15" East, having passed through an iron pin set at 645.35 feet for a total distance of 675.35 feet to the Southeast corner thereof, the same being a point in the centerline of said Bear Swamp Road and the Eastern line of said Lot No. 100;

Thence along the centerline of said Bear Swamp Road and the Eastern lines of said Lot No. 100 and Lot No. 99, bearing South 00°03' 47" East, a distance of 800.75 feet to a point thereon and the TRUE PLACE OF BEGINNING, containing 9.9631 acres of land, more or less but subject to all legal highways and all covenants of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

The statement "iron pin set" refers to a 5/8" x 30" iron rebar set vertically with surveyor's I.D. cap marked "Rolling & Hocevar".

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. In December 2022.

Parcel No. 031-11D-22-022

For Informational Purposes Only:

Commonly known as 7000 Bear Swamp Road, Medina, OH 44256