

 First American Title™	ALTA Commitment for Title Insurance <small>ISSUED BY</small> First American Title Insurance Company
Commitment	

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 (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 Policy Amount and the name of the Proposed Insured.

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

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

TALON TITLE AGENCY, LLC



BY: JEFFREY A. AUKER
AUTHORIZED SIGNATORY

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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ALTA® COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Issued by
First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Talon Title Agency, LLC
Issuing Office: 570 Polaris Parkway, Ste 140
Westerville, OH 43082
Ph:(614) 818-0500 Fax:(614) 818-4599
ALTA® Universal ID: 1063195
Issuing Office File Number: 19643536-TCM
Property Address: 6095 North River Road East & 85.68 acres North River Road, Zanesville, OH 43701, 6855 & 7100 North River Road East, Zanesville, OH 43701, 56 acres Frazeysburg Road, Zanesville, OH 43701, 45 acres Fulton Road, Zanesville, OH 43701
Revision Number:

1. Commitment Date: May 01, 2019, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **\$100,000.00**
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
 - (b) ALTA® LOAN POLICY
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at Commitment Date, vested in:
C-Z Company, aka C-Z Co., an Ohio for profit corporation, who acquired title on July 20, 2016 by deed of record in [Official Record 2605, Page 827](#), as to Parcels 1, 2, 3 and 4, and on July 22, 1955 by deed of record in [Deed Book 444, Page 323](#), as to Parcels 5 and 6, Recorder's Office, Muskingum County, Ohio
5. The land referred to in this commitment is situated in the Townships of Madison, Washington, Cass and Muskingum, County of Muskingum, State of Ohio, as follows:
SEE EXHIBIT A

Talon Title Agency, LLC

By: Jeffrey A. Auker
AUTHORIZED SIGNATORY

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Exhibit "A"

The land referred to in this commitment is described as follows: Townships of Madison, Washington, Cass and Muskingum, County of Muskingum, State of Ohio

Parcel 1

Situated in the State of Ohio, County of Muskingum, Township of Madison:

Being part of Quarter Township 2, Township 2, Range 7, of the US Military District, being part of the Esthersham Foundation property recorded in Deed Book Volume 1139, Pages 607, 612, 617, and 682 of said county's deed records, further being all of Muskingum County Auditor's Parcel Number 38-80-02-39-000, and more particularly described as follows;

Commencing at an iron pin (found) at the common corner for Quarter Townships 1, 2, 3, and 4 of said Township and Range, further being on the commons line for Madison and Washington Townships of Muskingum County;

TIE- THENCE North 88° 25' 21" West 676.45 feet along the common line for said Quarter Townships 2 and 3 and Madison and Washington Townships to an iron pin (set) at the place of beginning for the property herein intended to be described, further being the Southwest corner of the Beatty Cemetery Trustees Methodist Episcopal Church property recorded in Deed Book "0", Page 674, passing and aluminum monument (found) capped ODNR at the Southeast corner of said cemetery and corner of the State of Ohio property recorded in Deed Book Volume 1130, Page 775;

#1- THENCE North 88° 25' 21" West 3466.12 feet continuing along said Quarter Township and Township line to the centerline of the Muskingum River, passing the centerline of State Route 666 at 2076.94 feet, and passing the Mean High Water Mark at 3262.12 feet;

#2- THENCE North 14° 05' 36" West 582.33 feet along said river centerline, up flowage, and along a common line for Madison and Muskingum Townships of said Muskingum County to an unmarked point;

#3- THENCE North 04° 06' 22" West 900.00 feet continuing along said river and townships to an unmarked point;

#4- THENCE North 02° 17' 08" East 800.00 feet continuing along said river and townships to an unmarked point;

#5- THENCE South 88° 27' 04" East 4394.81 feet into said Madison Township, leaving said river, and along a common line for said Esthersham Foundation and State of Ohio properties to a aluminum monument (found) capped ODNR being on the common line for said Quarter Townships 1 and 2, passing the Mean High Water Mark at 216.25 feet, an iron pin (found) capped ODNR at 264.92 feet, and the centerline of State Route 666 at 1687.41 feet;

#6- THENCE South 01° 58' 32" West 1962.78 feet along said Quarter Township line and common line for said properties to an unmarked common corner within the right of way of Beatty Cemetery Road, passing an iron pin (found) at 1947.78 feet;

#7- THENCE South 89° 21' 40" West 461.64 feet into said Quarter Township 2 and along said properties, and within said right of way to an aluminum monument (found capped ODNR on the East line of said Beatty Cemetery;

#8- THENCE North 02° 08' 15" East 19.19 feet leaving said road and along said Esthersham Foundation and Cemetery properties to an iron pin (set);

#9- THENCE North 88° 25' 21" West 214.50 feet continuing along said properties to an iron pin (set)

#10- THENCE South 02° 08' 15" West 297.00 feet continuing along said properties to the place of beginning, containing 220.18 acres, of which 11.80 acres are below the Mean High Water Mark for the Muskingum River, 3.21 acres are within the right of way of State Route 666, and 0.27 acres are within the right of way of Beatty Cemetery Road.

The bearings within the description are based on State Plane Coordinate Grid (Ohio South 1983) derived from GPS Observations. Iron pins (set) are 5/8" rebar with identification caps (C.R. Harkness P.L.S. 6885).

This description was written by Charles R. Harkness Professional Land Surveyor #6885 from an actual survey completed on June 10, 2015 in accordance with Chapter 4733-37 of the Administrative Code, and is intended to be used for the legal transfer of the property described and does not intend to describe any apparent easements nor easements of record, unless otherwise indicated.

Parcel 2

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Situated in the State of Ohio, County of Muskingum, Township of Washington:

Being part of Quarter Township 3, Township 2, Range 7, of the US Military District, also part of Lot 2 of George Jackson's Subdivision of said Quarter Township 3, recorded in Deed Book "M", Page 384, further being part of the Esthersham Foundation property recorded in Deed Book Volume 1139, Pages 607, 612, 617, and 682 of said county's deed records, further being all of Muskingum County Auditor's Parcel Numbers 70-04-03-03-000 & 70-04-03-04-000, and more particularly described as follows;

Commencing at an iron pin (found) at the common corner for Quarter Townships 1, 2, 3, and 4 of said Township and Range, further being on the common line for Madison and Washington Townships of Muskingum County;
TIE- THENCE North 88 degrees 25 minutes 21 seconds West 1241.51 feet along the common line for said Quarter Townships 2 and 3 and Madison and Washington Townships to a stone (found) at a common corner for said Esthersham Foundation property and for the State of Ohio property recorded in Deed Book Volume 1130, Page 775, and place of beginning for the property herein intended to be described;

#1- THENCE South 01 degrees 44 minutes 07 seconds West 1414.00 feet into said Quarter Township 3, and along said properties to a stone (found), on the North line of Lot 1 of said George Jackson's Subdivision, passing an iron pin (found) capped ODNr at 5.00 feet;

#2- THENCE North 88 degrees 50 minutes 46 seconds West 726.43 feet continuing along the North line of said Lot 1, and said properties to a stone (found) at the common corner for said Lots 1 and 2 of George Jackson's Subdivision;

#3- THENCE South 03 degrees 57 minutes 42 seconds West 111.80 feet along the common line for said Lots 1 and 2 and continuing along said properties to an unmarked point in a previous centerline of Painters Hollow Road, being a common corner for said Esthersham property and for the Toney D Marcum property recorded in Official Record Volume 2350, Page 463, from which an iron pin (found) capped Baker for reference bears South 03 degrees 57 minutes 42 seconds West 86.90 feet;

#4- THENCE North 51 degrees 22 minutes 02 seconds West 160.92 feet into said Lot 2 and along said previous road centerline and Esthersham Foundation and Marcum properties as surveyed by Aaron L Gerber PLS #8379 dated February 1, 2011 to an iron pin (found) capped Baker;

#5- THENCE North 74 degrees 22 minutes 02 seconds West 279.18 feet continuing along said previous road centerline and said properties by said Gerber survey to an unmarked point;

#6- THENCE North 83 degrees 52 minutes 02 seconds West 355.74 feet continuing along said previous road centerline and said properties by said Gerber survey to an unmarked point;

#7- THENCE North 78 degrees 52 minutes 02 seconds West 181.10 feet continuing along said previous road centerline and said properties by said Gerber survey to an unmarked point;

#8- THENCE North 73 degrees 07 minutes 02 seconds West 236.94 feet continuing along said previous road centerline and said properties by said Gerber survey to an unmarked intersection of said previous centerline of Painters Hollow Road and for State Route 666, from which an iron pin (found) capped Baker for reference bears South 54 degrees 01 minutes 19 seconds East 69.62 feet;

#9- THENCE South 40 degrees 08 minutes 54 seconds West 265.32 feet along said previous road centerline of State Route 666 and said properties by said Gerber survey to an unmarked point;

#10- THENCE South 51 degrees 01 minutes 41 seconds West 272.92 feet continuing along said properties and previous centerline by said Gerber survey to an iron pin (found) capped Baker at a corner of the Travis Marcum and Cindy J Marcum property recorded in Official Record Volume 2105, Page 637;

#11- THENCE North 86 degrees 30 minutes 10 seconds West 533.54 feet leaving said road and along said Esthersham Foundation and Travis/Cindy Marcum properties to the centerline of the Muskingum River, passing an iron pin (set) at 284.84 feet, an axle (found by metal reading) at 303.15 feet, and the Mean High Water Mark at 307.50 feet;

#12- THENCE North 22 degrees 21 minutes 46 seconds East 190.66 feet along said river centerline, up flowage, and along a common line for Madison and Muskingum Townships of said Muskingum County to the unmarked Northwest corner of said Lot 2 and George Jackson's Subdivision;

#13- THENCE North 14 degrees 45 minutes 47 seconds East 198.86 feet continuing along said river centerline and Townships, and into said Quarter Township #3 to an unmarked point;

#14- THENCE North 04 degrees 00 minutes 50 seconds East 250.00 feet continuing along said river centerline and Townships to an unmarked point;

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- #15- THENCE North 06 degrees 27 minutes 10 seconds West 400.00 feet continuing along said river centerline and Townships to an unmarked point;
- #16- THENCE North 14 degrees 05 minutes 36 seconds West 617.67 feet continuing along said river centerline and Townships to an unmarked point on the common line for said Quarter Townships 2 and 3 and for Washington and Madison Townships;
- #17- THENCE South 88 degrees 25 minutes 21 seconds East 2901.06 feet leaving said river and along said Township line to the place of beginning, passing the Mean High Water Mark at 204.00 feet, and the centerline of State Route 666 at 1389.18 feet, containing 85.49 acres being all of Auditor's Parcel Number 70-04-03-03-000 (of which 0.20 acres are from said Lot 2), and 5.00 acres being all of Auditor's Parcel Number 70-04-03-04-000 (of which 2.71 acres are from said Lot 2) for a total of 90.49 acres, of which 8.10 acres are below the Mean High Water Mark for the Muskingum River, 2.10 acres are within the right of way of State Route 666, and 0.52 acres are within the right of way of Painters Hollow Road.

The bearings within this description are based on State Plane Coordinate Grid (Ohio South 1983) derived from GPS Observations. Iron pins (set) are 5/8" rebar with identification caps (C.R.Harkness P.L.S.6885).

This description was written by Charles R. Harkness Professional Land Surveyor #6885 from an actual survey completed on June 10, 2015 in accordance with Chapter 4733-37 of the Administrative Code, and is intended to be used for the legal transfer of the property described and does not intend to describe any apparent easements nor easements of record, unless otherwise indicated.

Parcel 3

Situated in the State of Ohio, County of Muskingum, Township of Washington:

Being part of Lots 5 and 6 of George Jackson's Subdivision of Quarter Township 3, Township 2, Range 7, of the US Military District, recorded in Deed Book "M", Page 384, further being part of the Estershams Foundation property recorded in Deed Book Volume 1139, Pages 607, 612, 617, and 682 of said county's deed records, further being all of Muskingum County Auditor's Parcel Number 70-04-03-12-000, and more particularly described as follows;

- Commencing at the unmarked common corner for said Lots 5 and 6, being in the roadbed of State Route 666, further being on the West line of Lot 4 of said George Jackson's Subdivision;
- TIE-1 THENCE North 02 degrees 19 minutes 31 seconds East 133.98 feet along the common line for said Lots 4 and 5 and within said roadbed to a common corner for said Estershams property and for the Randy R Briggs and Deanna J Briggs property recorded in Deed Book Volume 1125, Page 380;
- TIE-2 THENCE South 78 degrees 05 minutes 18 seconds West 2682.47 feet leaving said road, along said properties, and crossing said Lot 5 and into said Lot 6 to an iron pin (set) at the unmarked place of beginning for the property herein intended to be described, further being on the West line of the Muskingum County Park District Board of Park Commissioners property recorded in Deed Book Volume 1153, Page 567, (formerly the Pennsylvania Railroad), passing an iron pin (set) at 30.93 feet on the West right of way for said road, the common line for said Lots 5 and 6 at 544.78 feet and an iron pin (set) on the East side of said Park/Railroad property at 2572.28 feet:
- #1- THENCE South 78 degrees 05 minutes 18 seconds West 1382.94 feet continuing along said Estershams and Briggs properties to the centerline of the Muskingum River, further being the common line for Washington and Muskingum Townships of Muskingum County, passing an iron pin (set) at 1168.94 feet and the Mean High Water line at 1178.94 feet;
- #2- THENCE North 01 degrees 35 minutes 14 seconds East 865.92 feet along said river and township line to the common Western corner for said Lots 5 and 6;
- #3- THENCE North 05 degrees 07 minutes 03 seconds East 650.00 feet continuing along said river and township line to an unmarked point;
- #4- THENCE North 15 degrees 01 minutes 03 seconds East 450.00 feet continuing along said river and township line to an unmarked point;
- #5- THENCE North 28 degrees 18 minutes 40 seconds East 400.00 feet continuing along said river and township line to an unmarked point;
- #6- THENCE North 38 degrees 34 minutes 07 seconds East 600.00 feet continuing along said river and township line

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to an unmarked point;

#7- THENCE North 61 degrees 06 minutes 11 seconds East 425.00 feet continuing along said river and township line to an unmarked point;

#8- THENCE South 32 degrees 29 minutes 31 seconds East 200.00 feet leaving said river centerline and into Washington Township to an unmarked point in the channel between Jackson Island Owned by Shelly and Sands Inc recorded in Deed Book Volume 407, Page 7 and the South bank of the Muskingum River;

#9- THENCE South 72 degrees 58 minutes 38 seconds East 400.00 feet along said channel to an unmarked point;

#10- THENCE North 84 degrees 30 minutes 13 seconds East 300.00 feet continuing along said channel to an unmarked point;

#11- THENCE North 57 degrees 20 minutes 31 seconds East 200.00 feet continuing along said channel to an unmarked point;

#12- THENCE North 48 degrees 02 minutes 45 seconds East 200.00 feet continuing along said channel to an unmarked point;

#13- THENCE North 16 degrees 57 minutes 51 seconds West 170.00 feet leaving said channel to an unmarked point in the centerline of said river and common line for said Washington and Muskingum Townships; river and township line to an unmarked point on the West line of said Park/Railroad property;

#15- THENCE South 12 degrees 25 minutes 26 seconds East 278.52 feet leaving said river, into Washington Township, and along said Park/Railroad property to an iron pin (set), passing the Mean High Water Line at 260.00 feet;

#16- THENCE along a short curve to the right having a chord bearing South 09 degrees 58 minutes 36 seconds East 134.72 feet, a radius of 1577.74 feet, and arc length of 134.76 feet, continuing along said Park/Railroad property to an iron pin (set);

#17- THENCE along a curve to the right having a chord bearing South 01 degrees 24 minutes 09 seconds East 249.35 feet, a radius of 1168.11 feet, and arc length of 249.83 feet, continuing along said Park/Railroad property to an iron pin (set);

#18- THENCE South 85 degrees 16 minutes 32 seconds East 10.00 feet continuing along said Park/Railroad property to an iron pin (set);

#19- THENCE along a curve to the right having, a chord bearing South 17 degrees 27 minutes 20 seconds West 519.26 feet, a radius of 1178.11 feet, and arc length of 523.55 feet continuing along said Park/Railroad property to an iron pin (set);

#20- THENCE along a short curve to the right having, a chord bearing South 33 degrees 12 minutes 53 seconds West 167.74 feet, a radius of 1587.66 feet, and arc length of 167.82 feet, continuing along said Park/Railroad property to an iron pin (set);

#21- THENCE South 36 degrees 14 minutes 34 seconds West 578.08 feet continuing along said Park/Railroad property to an iron pin (set), from which a railroad centerline monument (found) for Station 467+13.2 feet bears for reference North 64 degrees 25 minutes 22 seconds East 105.88 feet;

#22- THENCE along a short curve to the left having, a chord bearing South 34 degrees 50 minutes 35 seconds West 189.08 feet, a radius of 3870.02 feet, and arc length of 189.10 feet continuing along said Park/Railroad property to an iron pin (set);

#23- THENCE along a curve to the left having, a chord bearing South 22 degrees 57 minutes 09 seconds West 1061.48 feet, a radius of 2914.93 feet, and arc length of 1067.43 feet, continuing along said Park/Railroad property to the place of beginning, passing the common line for said Lots 5 and 6 on arc at 521.04 feet, containing 107.31 acres, of which 22.30 acres are from Lot 6 and 85.01 acres are from Lot 5, with a total of 16.5 acres below the Mean High Water Line of the Muskingum River;

The bearings within this description are based on State Plane Coordinate Grid (Ohio South 1983) derived from GPS Observations. Iron pins (set) are 5/8" rebar with identification caps (C.R.Harkness P.L.S.6885).

This description was written by Charles R. Harkness Professional Land Surveyor #68 5 from an actual survey completed on June 29, 2015 in accordance with Chapter 4733-37 of the Administrative Code, and is intended to be used for the legal transfer of the property described and does not intend to describe any apparent easements nor easements of record, unless otherwise indicated.

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Parcel 4

Situated in the State of Ohio, County of Muskingum, Township of Washington:

Being part of Lots 5 and 6 of George Jackson's Subdivision of Quarter Township 3, Township 2, Range 7, of the US Military District, recorded in Deed Book "M", Page 384, further being part of the Estershams Foundation property recorded in Deed Book Volume 1139, Pages 607, 612, 617, and 682 of said county's deed records, further being all of Muskingum County Auditor's Parcel Number 70-04-03-14-000, and more particularly described as follows;

Commencing at the unmarked common corner for said Lots 5 and 6, being in the roadbed of State Route 666, further being on the West line of Lot 4 of said George Jackson's Subdivision;

TIE- THENCE North 02 degrees 19 minutes 31 seconds East 133.98 feet along the common line for said Lots 4 and 5 and within said roadbed to the unmarked place of beginning for the property herein intended to be described, further being a common corner for said Estershams property and for the Randy R Briggs and Deanna J Briggs property recorded in Deed Book Volume 1125, Page 380;

- #1- THENCE South 78 degrees 05 minutes 18 seconds West 2572.28 feet leaving said road, along said properties, and crossing said Lot 5 and into said Lot 6 to an iron pin (set) on the East line of the Muskingum County Park District Board of Park Commissioners property recorded in Deed Book Volume 1153, Page 567, (formerly the Pennsylvania Railroad), passing an iron pin (set) at 30.93 feet on the West right of way for said road, and the common line for said Lots 5 and 6 at 544.78 feet;
- #2- THENCE along a curve to the right having, a chord bearing North 23 degrees 24 minutes 55 seconds East 980.32 feet, a radius of 2814.93 feet, and arc length of 985.34 feet along the East line of said Park/Railroad property, to an iron pin (set), crossing into said Lot 5 on arc at 520.41 feet;
- #3- THENCE along a short curve to the right having, a chord bearing North 34 degrees 50 minutes 35 seconds East 184.20 feet, a radius of 3770.02 feet, and arc length of 184.22 feet continuing along the East line of said Park/Railroad property, to an iron pin (set), from which a railroad centerline monument (found) for Station 467+13.2 feet bears for reference North 08 degrees 03 minutes 47 seconds East 105.88 feet;
- #4- THENCE North 36 degrees 14 minutes 34 seconds East 578.08 feet continuing along said Park/Railroad property, to an iron pin (set);
- #5- THENCE along a short curve to the left having, a chord bearing North 33 degrees 12 minutes 54 seconds East 178.31 feet, a radius of 1687.66 feet, and arc length of 178.39 feet, continuing along said Park/Railroad property, to an iron pin (set);
- #6- THENCE along a curve to the left having, a chord bearing North 23 degrees 44 minutes 18 seconds East 287.09 feet, a radius of 1278.11 feet, and arc length of 287.70 feet, continuing along said Park/Railroad property, to an unmarked common corner for said Estershams property and for the Donald D Kinzy and Darla J Kinzy TOD Deanna Jean Briggs property recorded in Official Record Volume 2386, Page 315, from which an iron pipe (found) for reference bears South 82 degrees 17 minutes 05 seconds West 2.08 feet,
- #7- THENCE North 82 degrees 17 minutes 05 seconds East 377.67 feet leaving said Park/Railroad property, and along said Estershams and Kinzy properties to an iron pipe (found);
- #8- THENCE North 55 degrees 55 minutes 17 seconds East 997.15 feet continuing along said properties to an iron pin (set) on the East right of way for said State Route 666. being a line of the Betty M Lyons TOD to others property recorded in Official Record Volume 2398, Page 152, passing an iron pipe (found) at 876.85 feet, and the centerline of road pavement at 972.82 feet;
- #9- THENCE South 46 degrees 27 minutes 46 seconds East 209.41 feet along said road right of way and common line for said Estershams and Lyons properties to an iron pin (set);
- #10- THENCE along a curve to the right having, a chord bearing South 28 degrees 33 minutes 47 seconds East 371.29 feet, a radius of 602.96 feet, and arc length of 377.42 feet, continuing along said road right of way and said properties to an iron pin (set) on the common line for said Lots 4 and 5;
- #11- THENCE South 02 degrees 19 minutes 31 seconds West 1538.39 feet along said Lot line and into said road right of way to the place of beginning, containing 85.68 acres, of which 10.51 acres are from Lot 6 and 75.17 acres are from Lot

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5 of which 2.06 acres are within the right of way for State Route 666:

The bearings within this description are based on State Plane Coordinate Grid (Ohio South 1983) derived from GPS Observations. Iron pins (set) are 5/8" rebar with identification caps (C.R.Harkness P.L.S.6885), This description was written by Charles R. Harkness Professional Land Surveyor #6885 from an actual survey completed on June 29, 2015 in accordance with Chapter 4733-37 of the Administrative Code, and is intended to be used for the legal transfer of the property described and does not intend to describe any apparent easements nor easements of record, unless otherwise indicated.

Parcel 5

Situated in the third quarter of township three (3), range eight (8), Cass Township, United States Military lands, Muskingum County, Ohio, bounded and described as follows:

Beginning at a point on the line between Cass and Muskingum Townships at the southeast corner of Lot Twenty-two (22); thence running north five (5) degrees and no minutes (00') east a distance of eighteen hundred eighty-two (1882.0) feet to a post on the south line of the State Road; thence running south seventy-three (73) degrees twenty-seven (27) minutes west a distance of twelve hundred three (1203.00) feet to a point in said road; thence running south forty-nine (49) degrees fifty-three (53) minutes west a distance of one hundred thirty-seven and thirty-hundredths (137.30) feet to a point on the west line of said road; thence following the west line of said road in a southwesterly direction to a point on the south line of said Lot Twenty-two (22); thence east along the south line of said lot twenty-two (22) a distance of seventeen hundred seventy-seven (1777.0) feet, more or less, to the place of beginning, containing Fifty-five and twenty-five hundredths (55.25) acres, more or less, but subject to all highway easements.

Being a part of the same premises conveyed to this grantor by warranty deed dated May 6, 1949, and recorded in Deed Book 368, at page 425, of the Deed Records of said county. Reference is further made to a deed to this grantor recorded in Deed Book 377, at page 93.

Parcel 6

Situate in the Township of Muskingum, in the County of Muskingum, and State of Ohio, and described as follows:

Being a part of the northwest quarter of section three (3), township two (2), of range eight (8), beginning at the northwest corner of said quarter section; thence eighty-eight and three-fourth (88-3/4) degrees east on the north boundary line of said quarter, twenty-eight (28) chains and fifty (50) links to a corner stone; thence south one and ten-hundredths (1.10) degrees west twelve (12) chains and fifty-two (52) links to a stone corner; thence south seventy-five (75) degrees west eighteen (18) chains and eighty-six (86) links to a stone corner; thence west ten (10) chains and twenty-three (23) links to the west line of said quarter section; thence north one and ten-hundredths (1.10) degrees east on the west boundary line of said quarter to the place of beginning, containing forty-five (45) acres, more or less.

Being a part of the same premises conveyed to Edna G. Griffiths by warranty deed dated May 6, 1949, of record in Volume 377, at page 93, of the Deed Records of Muskingum County, Ohio.

Commonly Known As: 6095 North River Road East & 85.68 acres North River Road, Zanesville OH 43701, 6855 & 7100 North River Road East, Zanesville OH 43701, 56 acres Frazeyburg Road, Zanesville OH 43701, 45 acres Fulton Road, Zanesville OH 43701

The property address and tax parcel identification number listed herein are provided solely for informational purposes.

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
 - A. Warranty Deed from recited owner to recited purchaser.
 - B. Satisfactory Release or Subordination of all liens shown in Schedule B, Part II.
2. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
3. Pay the agreed amounts for the Title and/or the mortgage to be insured.
4. Pay us the premiums, fees and charges for the policy.
5. The insured legal description must be approved by the Muskingum County Engineer's Office and attached to the instrument of conveyance prior to recording. NOTE: Failure to attach the County -Approved Legal description to the instrument of conveyance may create a substantial delay in recording.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof 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 lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records
5. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or 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; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
6. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
7. 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 Date of Policy. **(Note: This Exception will only appear on the Loan Policy)**
8. 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.
9. 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.
10. 2018 Tax Duplicate for Parcel Number 38-80-02-39-000 (220.18 acres - Parcel 1)

The first half tax in the amount of \$2,217.69, including current assessments, if any, is paid.

The second half tax in the amount of \$2,217.69, including current assessments, if any, is due in the second half 2019 tax collection period.

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Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$58,500.00 Building/Improvement: \$67,200.00 Total: \$125,700.00 (CAUV)

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Muskingum Watershed, of which \$3.00 has been included with the taxes for the First/Last half of the year for 2018.

11. 2018 Tax Duplicate for Parcel Number 70-04-03-03-000 (90.49 acres - Parcel 2)

The first half tax in the amount of \$1,715.17, including current assessments, if any, is paid.

The second half tax in the amount of \$1,715.17, including current assessments, if any, is due in the second half 2019 tax collection period.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$22,900.00 Building/Improvement: \$75,180.00 Total: \$98,080.00 (CAUV)

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Muskingum Watershed, of which \$3.00 has been included with the taxes for the First/Last half of the year for 2018.

12. 2018 Tax Duplicate for Parcel Number 70-04-03-12-000 (107.31 acres - Parcel 3)

The first half tax in the amount of \$983.02, including current assessments, if any, is paid.

The second half tax in the amount of \$983.02, including current assessments, if any, is due in the second half 2019 tax collection period.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

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Assessed Values:

Land: \$56,140.00 Building/Improvement: \$0.00 Total: \$56,140.00 (CAUV)

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Muskingum Watershed, of which \$3.00 has been included with the taxes for the First/Last half of the year for 2018.

13. 2018 Tax Duplicate for Parcel Number 70-04-03-14-000 (85.68 acres- Parcel 4)

The first half tax in the amount of \$930.12, including current assessments, if any, is paid.

The second half tax in the amount of \$930.12, including current assessments, if any, is due in the second half 2019 tax collection period.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$34,270.00 Building/Improvement: \$19,010.00 Total: \$53,280.00 (CAUV)

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

14. 2018 Tax Duplicate for Parcel Number 10-30-71-10-000 (56.00 acres- Parcel 5)

The first half tax in the amount of \$307.61, including current assessments, if any, is paid.

The second half tax in the amount of \$307.61, including current assessments, if any, is due in the second half 2019 tax collection period.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$17,220.00 Building/Improvement: \$0.00 Total: \$17,220.00 (CAUV)

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No

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liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

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15. 2018 Tax Duplicate for Parcel Number 44-02-03-03-000 (45.00 acres - Parcel 6)

The first half tax in the amount of \$347.40, including current assessments, if any, is paid.

The second half tax in the amount of \$347.40, including current assessments, if any, is due in the second half 2019 tax collection period.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$19,040.00 Building/Improvement: \$0.00 Total: \$19,040.00 (CAUV)

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Muskingum Watershed, of which \$3.00 has been included with the taxes for the First/Last half of the year for 2018.

16. Future Tax Savings Recoupment, if any, pursuant to Section 5713.34 O.R.C. (Land Conversion from Agricultural Use)
17. Rights of upper, lower and abutting land owners in and to the waters of Muskingum River and the uninterrupted flow thereof free of pollution from the insured premises and subject to the possibility of erosion, avulsion and accretion.
18. Any trust, right, interest or claim that may exist, arise, or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §499a, et seq., or any similar state or federal law.
19. Any trust, right, interest or claim that may exist, arise, or be asserted against the Title under or pursuant to the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. §181, et seq., or any similar state or federal law.
20. Any inaccuracy in the area, square footage, or acreage of land described herein or on attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
21. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

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22. Easement to The Ohio Bell Telephone Company of record as set forth in [Lease Volume 41, Page 595](#).
23. Easement to The Ohio Bell Telephone Company of record as set forth in [Deed Book 247, Page 185](#).
24. Easement to County of Muskingum of record as set forth in [Deed Book 266, Page 30](#).
25. Easement to County of Muskingum of record as set forth in [Deed Book 266, Page 54](#).
26. Easement to State of Ohio of record as set forth in [Deed Book 289, Page 383](#).
27. Easement to Ohio Power Company of record as set forth in [Deed Book 552, Page 185](#).
28. Easement to Ohio Power Company of record as set forth in [Deed Book 552, Page 189](#).
29. Oil and Gas Lease between Howard Swigert, as lessor, and The Ohio Cities Gas Company, as lessee, recorded in [Lease Volume 21, Page 133](#), as amended in [Deed Book 186, Page 556](#) and any interests from subsequent documents of record pertaining to said lease.
30. Oil and Gas Lease between Theodore Rogovin and Thelma Rogovin, Herman Rogovin and Eva Rogovin, as lessor, and Pointer Oil Company as lessee, recorded in [Lease Volume 119, Page 466](#), as assigned in [Lease Volume 121, Page 622](#) and in [Lease Volume 123, Page 239](#), and any interests from subsequent documents of record pertaining to said lease.
31. Oil and Gas Lease between Herman Rogovin and Eva Rogovin, and Theodore Rogovin, Trustee, as lessor, and Hopewell Oil and Gas Development Co., as lessee, recorded in [Lease Volume 279, Page 162](#), as amended in [Lease Volume 282, Page 217](#), and any interests from subsequent documents of record pertaining to said lease.
32. Oil and Gas Lease between C Z Company, as lessor, and Hopewell Oil and Gas Development Co., as lessee, recorded in [Lease Volume 281, Page 365](#) and any interests from subsequent documents of record pertaining to said lease.

THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY, THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE, LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED, PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED'S ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 countersignature 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 shall not be 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:

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- (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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
- (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 and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.
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. ARBITRATION
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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PRIVACY POLICY NOTICE

Talon Title Agency, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Talon Title Agency, LLC Privacy Policy.

Talon Title Agency, LLC as an agent for First American Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Talon Title Agency, LLC Privacy Policy applies to all Talon Title Agency, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Talon Title Agency, LLC, please write us at:
Talon Title Agency, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.



First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.