



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL 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, Old Republic National Title Insurance Company, a Florida 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned:

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

By

President

Attest

Secretary

Authorized Officer or Licensed Agent

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757OH A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021 (12/01/2022)

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; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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.

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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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/arbitratio>

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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

Issuing Agent: HAYES TITLE AGENCY, INC.

Issuing Office: 312 SOUTH MAIN STREET, PATASKALA, OHIO 43062

Issuing Office's ALTA® Registry ID: 1100880

Loan ID Number: TO BE DETERMINED

Commitment Number: TO BE DETERMINED

Property Address: 3740 MINK STREET PATASKALA, OH 43062

Parcel Numbers: 063-140880-00.000, 063-140880-00.001, 063-140880-00.002, 063-140880-00.003, 063-140880-00.004

SCHEDULE A COMMITMENT

1. Commitment Date: 06/12/2026 at 7:00 a.m.
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy

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: MARY L. HITE, THE ESTATE OF BETHANY A. WIGGINS, LEAH M. HITE, AND TODD A. HITE.
5. The Land is described as follows: SEE ATTACHED EXHIBIT "A"

Countersigned:

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

By

President

Attest

Secretary

Authorized Officer or Licensed Agent

EXHIBIT "A"

PARCEL 1:

Situated in the City of Pataskala, County of Licking, State of Ohio:

Situated in the State of Ohio, County of Licking, City of Pataskala (formerly Lima Township), being located in the Southeast Quarter of Section 4, Township 1 North, Range 15 West, United States Military Lands and being part of the 50 acre tract of land conveyed to Melvin and Nancy Hite and Melvin Hite, Trustee, by deeds of record in Deed Book 784, Page 971 and Official Record 845, Page 40, all references being to records in the Recorder's Office, Licking County, Ohio and bounded and described as follows;

Beginning at an iron pin set in the Southerly line of Section 4, the Northerly line of Section 7, said iron pin also being in the Northerly line of the Daniel W. and Kathleen M. McDonnell tract, of record in Instrument Number 199808260032672 and being located, South 85° 26' 25" East, a distance of 641.68 feet from a 3/4 inch hollow iron pin found at the Southeasterly corner of the Southwest Quarter of Section 4, the Northeasterly corner of the Northwesterly Quarter of Section 7;

thence North 4° 41' 43" East, crossing the Hite 50 acre tract, a distance of 655.22 feet to an iron pin set in the Southerly line of the Mark S. and Marlene E. Lupo 5.002 acre tract, of record in Official Record 230, Page 0899;

thence South 85° 16' 10" East, with said Southerly line of the Mark S. and Marlene E. Lupo 5.002 acre tract, and the Southerly line of the Gregory A. Burg and Candy M. Schmidt 5.005 acre tract, of record in Instrument Number 200407280027232 a distance of 665.82 feet to an iron pin set;

thence South 4° 41' 43" West, crossing the Hite 50 acre tract, a distance of 653.24 feet to an iron pin set in the line between Section 4 and Section 7, the Northerly line of "Hinkle Estates", of record in Plat Book 11, Page 31;

thence North 85° 26' 25" West, with said Section Line, a distance of 665.82 feet to the place of beginning, containing 10.000 acres, more or less.

Subject to, a strip of land sixty feet (60) in width, for ingress, egress and utility purposes, the Southerly line of said strip to lie along the Southerly line of Section 4 and to extend across the entire width of the above described 10.000 acre tract.

Together with a strip of land sixty (60) feet in width, for ingress, egress and utility purposes, the Southerly line of said sixty foot strip to lie along the Southerly line of Section 4 and to extend from the centerline of Mink Street to the Southeasterly corner of the above described 10.000 acre tract.

Subject however, to all legal rights-of-ways and / or easements, if any, of previous record.

Bearings contained herein are based on the bearing of the Section Line (the Southerly line of Section 4, the Northerly line of section 7) as being North 85° 26' 25" West (assumed) and are for the purpose of angle determination only.

ALSO,

Situated in the State of Ohio, County of Licking, City of Pataskala (formerly Lima Township) being located in the Southeast Quarter of Section 4, Township 1 North, Range 15 West, United States Military Lands and being part of the 50 acre tract of land conveyed to Melvin and Nancy Hite and Melvin Rite, Trustee, by deeds of record in Deed Book 784, Page 971 and Official Record 845, Page 40, all references being to records in the Recorder's Office, Licking County, Ohio and bounded and described as follows:

Beginning at the point of intersection of the centerline of Mink Street (County Road 41), with the Southerly line of said Section 4, the Northerly line of Section 7, said corner also being the Northeasterly corner of "HINKLE ESTATES" of record in Plat Book 11, Page 31, the Southwesterly corner of the Robert G. Vanluvanee, Jr. 3.108 acre tract, of record in Instrument number 200404020011335 and being the Southeasterly corner of said Hite 50 acre tract;

Thence North 85°26' 25" West, with the Southerly line of said Section 4, the Northerly line of said "HINKLE ESTATES" (passing a pinch top iron pin found at 25.30 feet), a distance of 713.05 feet to an iron pin set;

Thence North 4°41'43" East, crossing said Hite 50 acre tract, a distance of 653.24 feet to an iron pin set in the Southerly line of the Gregory A. Burg and Candy M. Schmidt 5.005 acre tract, of record in Instrument Number 200407280027232;

Thence South 85°16'10" East, with said Southerly line of the Gregory A. Burg and Candy M. Schmidt 5.005 acre tract and the Southerly line of the

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Franklin D. and Carmel S. Birchfield 1.48 acre tract, of record in Official Record 39, Page 0155, (passing an iron pin found at the Southeasterly corner of said Birchfield 1.48 acre tract at 120.97 feet and an iron pin set at 578.68 feet), a distance of 610.42 feet to appoint in the centerline of Mink Street;

Thence South 14°19'56" East, with said centerline of Mink Street, the Westerly line of the Malcolm S. and Jean Potts 1.191 acre tract (Parcel One), of record in Official Record 941, page 0363, a distance of 147.03 feet to an iron pin found at the Northwesterly corner of the Tony A. and Barbara J. Fravel 5.873 acre tract, of record in Official Record 289, Page 0790;

Thence South 0°49'00" West, continuing with the centerline of Mink Street, the Westerly line of said Tony M. and Barbara J. Fravel 5.873 acre tract, a distance of 216.49 feet to a mag nail found at the Southwesterly corner of said 5.873 acre tract;

Thence South 5°35'44" East, continuing with the centerline of Mink Street, the Westerly line of the Robert G. Vanlivanee, Jr. 3.108 acre tract, of record in Instrument Number 200404020011335, a distance of 129.49 feet to an angle point in said centerline;

Thence South 1°01'40" East, continuing with the centerline of Mink Street, said Westerly line of the Robert G. Vanlivanee, Jr. 3.108 acre tract, a distance of 169.61 feet to the place of beginning containing 10.074 acres, more or less.

SUBJECT TO, a strip of land sixty feet (60) in width, for ingress, egress and utility purposes, the Southerly line of said strip to lie along the Southerly line of Section 4 and to extend across the entire width of the above described 10.000 acre tract.

TOGETHER WITH, a strip of land sixty feet (60) in width, for ingress, egress and utility purposes, the Southerly line of said sixty foot strip to lie along the Southerly line of Section 4 and to extend from the centerline of Mink Street to the Southeasterly corner of the above described 10.000 acre tract.

Subject however, to all legal rights-of-ways and/or easements, if any of previous record. Bearings contained herein are based on the bearing of the Section Line (the Southerly line of Section 4, the Northerly line of Section 7) as being North 85°26'25" West (assumed) and are for the purpose of angle determination only.

BEING THE SAME PROPERTY CONVEYED TO MARY L. HITE, GRANTEE, FROM MELVIN HITE, UNMARRIED, GRANTOR, BY DEED RECORDED 08/10/2022, AS INSTRUMENT # 202208100019562 OF THE COUNTY RECORDS.

BEING THE SAME PROPERTY CONVEYED TO MARY L. HITE, GRANTEE, FROM MELVIN HITE, UNMARRIED, GRANTOR, BY DEED RECORDED 12/22/2005, AS INSTRUMENT # 200512220040549 OF THE COUNTY RECORDS.

TAX ID NUMBER: 063-140880-00.000

ADDRESS 3740 MINK STREET, PATASKALA, OHIO 43062

PARCEL 2:

Situated in the County of Licking, State of Ohio:

Situated in the State of Ohio, County of Licking, City of Pataskala (formerly Lima Township), being located in the Southwest Quarter of Section 4, Township 1 North, Range 15 West, United States Military Lands and being part of the 50 acre tract of land conveyed to Melvin and Nancy Hite and Melvin Hite, Trustee, by deeds of record in Deed Book 784, Page 971 and Official Record 845, Page 40, all references being to records in the Recorder's Office, Licking County, Ohio and bounded and described as follows;

Beginning at an iron pin set in the Southerly line of Section 4, the Northerly line of Section 7, said iron pin also being in the Northerly line of the George T. Tsakumis, Trustee, et al 45 acre tract (First Parcel), of record in Official Record 834, Page 0837 and being located, North 85° 26' 25" West a distance of 683.95 feet from a iron pin found at the Southeasterly corner of the Southwest Quarter of section 4, the Northeasterly corner of the Northwesterly Quarter of Section 7;

thence North 4° 41' 43" East, crossing the Hite 50 acre tract, a distance of 659.17 feet to an iron pin set in the Southerly line of the Valerio Dalicandro, et al 54.824 acre tract, of record in Instrument Number 200104100011722;

thence South 85° 16' 10" East, with said Southerly line of the Valerio Dalicandro, et al 54.824 acre tract, a distance of 661.82 feet to an iron pin set;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

thence South 4° 41' 43" West, crossing the Hite 50 acre tract, a distance of 657.20 feet to an iron pin set in the line between Section 4 and Section 7;

thence North 85° 26' 25" West, with said Section Line , a distance of 661.82 feet to the place of beginning, containing 10.000 acres, more or less.

Subject to, a strip of land sixty feet (60) in width, for ingress, egress and utility purposes, the Southerly line of said strip to lie along the Southerly line of Section 4 and to extend across the entire width of the above described 10.000 acre tract.

Together with, a strip of land sixty (60) feet in width, for ingress, egress and utility purposes, the Southerly line of said sixty foot strip to lie along the Southerly line of Section 4 and to extend from the centerline of Mink Street to the Southeasterly corner of the above described 10.000 acre tract.

Subject however, to all legal rights-of-ways and / or easements, if any, of previous record.

Bearings contained herein are based on the bearing of the Section Line (the Southerly line of Section 4, the Northerly line of section 7) as being North 85° 26' 25" West (assumed) and are for the purpose of angle determination only.

TAX ID NO:
063-140880-00.001

BEING THE SAME PROPERTY CONVEYED BY QUIT CLAIM DEED

GRANTOR: MELVIN HITE, UNMARRIED
GRANTEE: BETHANY A. WIGGINS
DATED: 09/21/2005
RECORDED: 12/22/2005
DOC#/BOOK-PAGE: 200512220040551 / NA

ADDRESS: MINK STREET, PATASKALA, OH 43062

PARCEL 3:

Situated in the City of Pataskala, Township of Lima, County of Licking, State of Ohio:

Being located in the Southeast and Southwest Quarters of Section 4, Township 1 North, Range 15 West, United States Military Lands and being part of the 50 acre tract of land conveyed to Melvin and Nancy Hite and Melvin Hite, Trustee, by deeds of record in Deed Book 784, Page 971 and Official Record 845, Page 40, all references being to records in the Recorder's Office, Licking County, Ohio and bounded and described as follows:

Beginning at an iron pin set in the Southerly line of Section 4, the Northerly line of Section 7, said iron pin also being in the Northerly line of the George T. Tsakumis, Trustee, et al 45 acre tract (First Parcel), of record in Official Record 834, Page 0837 and being located, North 85° 26' 25" West a distance of 22.13 feet from a iron pin found at the Southeasterly corner of the Southwest Quarter of section 4, the Northeasterly corner of the Northwest Quarter of Section 7;

thence North 4° 41' 43" East, crossing the Hite 50 acre tract, a distance of 657.20 feet to an iron pin set in the Southerly line of the Valerio Dalicandro, et al 54.824 acre tract, of record in Instrument Number 200104100011722;

thence South 85° 16' 10" East, with said Southerly line of the Valerio Dalicandro, et al 54.824 acre tract, and the Southerly line of the Mark S. and Marlene E. Lupo 5.002 acre tract, of record in Official Record 230, Page 0899, a distance of 663.81 feet to an iron pin set;

thence South 4° 41' 43" West, crossing the Hite 50 acre tract, a distance of 655.22 feet to an iron pin set in the Southerly line of Section 4, the Northerly line of the Daniel W. and Kathleen M. McDonnell tract, of record in Instrument Number 19980826032672:

thence North 85° 26' 25" West, with said Southerly line of Section 4, the Northerly line of the Kathleen M. McDonnell tract (passing a 3 / 4 inch hollow iron pin found at the Northwesterly corner of the Northeasterly Quarter of Section 7 at 641.68 feet), a distance of 663.81 feet to the place of beginning, containing 10.000 acres, more or less.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757OH A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021 (12/01/2022)

Subject to, a strip of land sixty feet (60) in width, for ingress, egress and utility purposes, the Southerly line of said Strip to lie along the Southerly line of Section 4 and to extend across the entire width of the above described 10.000 acre tract.

Together with, a strip of land sixty (60) feet in width, for ingress, egress and utility purposes, the Southerly line of said sixty foot strip to lie along the Southerly line of Section 4 and to extend from the centerline of Mink Street to Southeasterly corner of the above described 10.000 acre tract.

Subject however, to all legal rights-of-ways and / or easements, if any, of previous record.

Bearings contained herein are based on the bearing of the Section Line (the Southerly line of Section 4, the Northerly line of section 7) as being North 85° 26' 25" West (assumed) and are for the purpose of angle determination only.

TAX ID NO:
063-140880-00.002

BEING THE SAME PROPERTY CONVEYED BY DEED

GRANTOR: MELVIN HITE, UNMARRIED
GRANTEE: LEAH M. HITE
DATED: 09/21/2005
RECORDED: 12/22/2005
DOC#/BOOK-PAGE: 200612220040550 / NA

ADDRESS: MINK STREET, PATASKALA, OH 43062

PARCEL 4:

Situated in the State of Ohio, County of Licking, City of Pataskala (formerly Lima Township), being located in the Southwest Quarter of Section 4, Township 1 North, Range 15 West, United States Military Lands and being part of the 50 acre tract of land conveyed to Melvin and Nancy Hite and Melvin Hite, Trustee, by deeds of record in Deed Book 784, Page 971 and Official Record 845, Page 40, all references being to records in the Recorder's Office, Licking County, Ohio and bounded and described as follows;

Beginning at a stone found, in the Northerly line of Section 7, the Southerly line of Section 4, being in the Northerly line of the George T. Tsakumis, et al 45 acre tract (First Parcel), of record in Official Record 834, Page 0837, the Southeasterly corner of the Helen V. Pack 14.251 acre tract, of record in Instrument Number 200205030017029 and being located North 85° 26' 25" West, a distance of 1343.80 feet from an iron pin found at the Southeasterly corner of said Southwest Quarter of Section 4;

thence North 4° 41' 43" East, with Easterly line of said Helen V. Pack 14.251 acre tract, a distance of 661.14 feet to a 1 / 2 inch hollow iron pin found at the Northeasterly corner of said 14.251 acre tract, the Southeasterly corner of the Andrew J. and Mary F. Macioce 5.15 acre tract, of record in Official Record 739, Page 0539 and the Southwesterly corner of the Valerio Dalicandro, et al 54.824 acre tract, of record in Instrument Number 200104100011722;

thence South 85° 16' 10" East, with the Southerly line of said Valerio Dalicandro, et al 54.824 acre tract, a distance of 659.85 feet to an iron pin set;

thence South 4° 41' 43" West, crossing the Hite 50 acre tract, a distance of 659.17 feet to an iron pin set in the Southerly line of the Southwest Quarter of Section 4, the northerly line of the George T. Tsakumis, Trustee, et al, 45 acre tract;

thence North 85° 26' 25" West, with the Southerly line of Section 7, said Northerly line of the George T. Tsakumis, Trustee, et al, 45 acre tract, a distance of 659.85 feet to the place of beginning, containing 10.000 acres, more or less.

Together with, a strip of land sixty feet (60) in width, for ingress, egress and utility purposes, the Southerly line of said sixty foot strip to lie along the Southerly line of Section 4 and to extend Westerly from the centerline of Mink Street to the Southeasterly corner of the above described 10.000 acre tract.

Subject however, to all legal rights-of-ways and / or easements, if any, of previous record.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757OH A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021 (12/01/2022)

Bearings contained herein are based on the bearing of the Section Line (the Southerly line of Section 4, the Northerly line of Section 7) as being North 85° 26' 25" West (assumed) and are for the purpose of angle determination only.

TAX ID NO:
063-140880-00.0003

BEING THE SAME PROPERTY CONVEYED BY DEED

GRANTOR: MELVIN HITE, UNMARRIED
GRANTEE: TODD A. HITE
DATED: 09/21/2005
RECORDED: 12/22/2005
DOC#/BOOK-PAGE: 20051222040552 / NA

ADDRESS: MINK STREET, PATASKALA, OH 43062

PARCEL 5:

Situated in the City of Pataskala, County of Licking, State of Ohio:

Situated in the State of Ohio, County of Licking, City of Pataskala (formerly Lima Township), being located in the Southeast Quarter of Section 4, Township 1 North, Range 15 West, United States Military Lands and being part of the 50 acre tract of land conveyed to Melvin and Nancy Hite and Melvin Hite, Trustee, by deeds of record in Deed Book 784, Page 971 and Official Record 845, Page 40, all references being to records in the Recorder's Office, Licking County, Ohio and bounded and described as follows;

Beginning at an iron pin set in the Southerly line of Section 4, the Northerly line of Section 7, said iron pin also being in the Northerly line of the Daniel W. and Kathleen M. McDonnell tract, of record in Instrument Number 199808260032672 and being located, South 85° 26' 25" East, a distance of 641.68 feet from a 3/4 inch hollow iron pin found at the Southeasterly corner of the Southwest Quarter of Section 4, the Northeasterly corner of the Northwesterly Quarter of Section 7;

thence North 4° 41' 43" East, crossing the Hite 50 acre tract, a distance of 655.22 feet to an iron pin set in the Southerly line of the Mark S. and Marlene E. Lupo 5.002 acre tract, of record in Official Record 230, Page 0899;

thence South 85° 16' 10" East, with said Southerly line of the Mark S. and Marlene E. Lupo 5.002 acre tract, and the Southerly line of the Gregory A. Burg and Candy M. Schmidt 5.005 acre tract, of record in Instrument Number 200407280027232 a distance of 665.82 feet to an iron pin set;

thence South 4° 41' 43" West, crossing the Hite 50 acre tract, a distance of 653.24 feet to an iron pin set in the line between Section 4 and Section 7, the Northerly line of "Hinkle Estates", of record in Plat Book 11, Page 31;

thence North 85° 26' 25" West, with said Section Line, a distance of 665.82 feet to the place of beginning, containing 10.000 acres, more or less.

Subject to, a strip of land sixty feet (60) in width, for ingress, egress and utility purposes, the Southerly line of said strip to lie along the Southerly line of Section 4 and to extend across the entire width of the above described 10.000 acre tract.

Together with a strip of land sixty (60) feet in width, for ingress, egress and utility purposes, the Southerly line of said sixty foot strip to lie along the Southerly line of Section 4 and to extend from the centerline of Mink Street to the Southeasterly corner of the above described 10.000 acre tract.

Subject however, to all legal rights-of-ways and / or easements, if any, of previous record.

Bearings contained herein are based on the bearing of the Section Line (the Southerly line of Section 4, the Northerly line of section 7) as being North 85° 26' 25" West (assumed) and are for the purpose of angle determination only.

BEING THE SAME PROPERTY CONVEYED TO MARY L. HITE, GRANTEE, FROM MELVIN HITE, UNMARRIED, GRANTOR, BY DEED RECORDED 12/22/2005, AS INSTRUMENT # 200512220040549 OF THE COUNTY RECORDS.

END OF SCHEDULE A

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757OH A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021 (12/01/2022)

SCHEDULE B I

COMMITMENT

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. The Company must be notified of any repairs or improvements made to the Land within the last 180 days immediately. The Company reserved the right to add requirements based on the nature of the work performed after an Underwriting Risk Assessment. Such an assessment and addition requirements may take several days to complete. Please notify the Company of such repairs or improvements with sufficient time to avoid closing delays.
6. If the insured Mortgage is a construction loan that will not be fully disbursed at closing, the Borrower must sign a Construction Loan Indemnity Agreement acceptable to the Company. The Company reserved the right to add additional requirements upon review of the loan transaction.
7. Pay all taxes, charges and assessments which are due and payable.
8. Record properly executed Deed from MARY L. HITE, THE ESTATE OF BETHANY A. WIGGINS, LEAH M. HITE, AND TODD A. HITE, to To Be Determined conveying captioned premises in Licking County records.
9. Record satisfactory executed mortgage by To Be Determined, as mortgagor, in favor of To Be Determined, as mortgagee, securing an original principal balance of \$To Be Determined in Licking County records.
10. Receipt of satisfactory evidence in the matter of the estate of BETHANY A. WIGGINS, deceased that:
 - a. A suitable proceeding under the court of competent jurisdiction be concluded making an appropriate disposition of the property described herein and that a certified copy of the decree or order be recorded in the land records;
 - b. Receipt of satisfactory evidence that either (1) no state inheritance or estate tax is due, or in the alternative, (2) all state inheritance or estate tax that is due by reason of the death of said party has been paid in full; and
 - c. Receipt of satisfactory evidence that either (1) no federal estate tax is payable, or in the alternative, (2) all federal estate tax payable by reason of the death of said party has been paid in full.

NOTE: For Informational Purposes: Effective March 1, 2026, the U. S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN") requires that a Real Estate Report ("FinCEN Report") be filed with FinCEN for certain residential real estate transfers, including purchases with all cash or without institutional lender financing, where at least one buyer or transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee or other non-natural person. If the proposed transaction involves a reportable transfer, the buyer(s) and seller(s) must, prior to closing, provide all information and documentation necessary to complete and file the FinCEN Report. If the required information is not fully and timely provided, HAYES TITLE AGENCY, INC -SEARCH T601 expressly reserves the right to withdraw as the settlement agent for the transaction. Additional information regarding FinCEN's reporting requirements is available at <https://www.fincen.gov/rre/>

End of Schedule B-I

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

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 theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of 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. 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 the Policy.
8. Oil, gas, coal and other mineral interests together with rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. Easement in favor of The Columbus Railway, Power and Light Company, Recorded 04/29/1937, in Book 322, Page 238, in the Licking County Records.
10. Subject To Covenants, Restrictions, Reservations, Easement, Rights of Way and Building Setbacks, if any, as show on, Recorded 10/27/1971, in Book 11, Page 31, of the Licking County Records.
11. Survey of Acreage Parcel dated 10/26/2004, by Thomas D. Sibbalds, as file No. 0115PA00300000050200.
12. Power Easement in favor of The Columbus Railway, Power and Light Company, recorded 05/06/1937, in Book 322, Page 239, in the Licking County Records.
13. Taxes and assessments for the current year and subsequent years, which are not yet due and payable.

The 2025 COUNTY taxes for parcel number 063-140880-00.001;

The 1ST installment tax in the amount of \$189.99, including current assessments, if any, is PAID. CAUV VALUE \$6,940.00 TAXABLE VALUE \$19,840.00.

NO SPECIAL ASSESSMENTS APPLIED TO REAL ESTATE TAXES.

NO HOMESTEAD REDUCTION AMOUNT.

The 2ND installment tax in the amount of \$172.53, including current assessments, if any, is UNPAID. CAUV VALUE \$6,940.00 TAXABLE VALUE \$19,840.00.

NO SPECIAL ASSESSMENTS APPLIED TO REAL ESTATE TAXES.

NO HOMESTEAD REDUCTION AMOUNT.

Assessed value: Account Number: 063-140880-00.001 Land: \$ Building:\$ Total: \$

The 2025 COUNTY taxes for parcel number 063-140880-00.002;

The 1ST installment tax in the amount of \$174.65, including current assessments, if any, is PAID. NO SPECIAL ASSESSMENTS APPLIED TO REAL ESTATE TAXES.

NO CAUV CLASSIFICATION.

NO HOMESTEAD REDUCTION AMOUNT

The 2ND installment tax in the amount of \$158.60, including current assessments, if any, is PAID. NO SPECIAL ASSESSMENTS APPLIED TO REAL ESTATE TAXES.

NO CAUV CLASSIFICATION.

NO HOMESTEAD REDUCTION AMOUNT

Assessed value: Account Number: 063-140880-00.002 Land: \$156,000.00 Building:\$ 0.00 Total: \$156,000.00

The 2025 COUNTY taxes for parcel number 063-140880-00.0003;

The 1ST installment tax in the amount of \$1,494.66, including current assessments, if any, is PAID. NO SPECIAL ASSESSMENTS APPLIED TO REAL ESTATE TAXES. NO CAUV CLASSIFICATION. NO HOMESTEAD REDUCTION AMOUNT

The 2ND installment tax in the amount of \$1,357.33, including current assessments, if any, is UNPAID. NO SPECIAL ASSESSMENTS APPLIED TO REAL ESTATE TAXES. NO CAUV CLASSIFICATION. NO HOMESTEAD REDUCTION AMOUNT

Assessed value: Account Number: 063-140880-00.0003 Land: \$ Building:\$ Total: \$156,000.00

Taxes and assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. 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.

Taxes or assessments approved, levied, or enacted by the state, county, municipality, township 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 any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the state, county, municipality, township, or other taxing authority. Note: a search for uncertified special tax assessments has not been performed.

14. Memorandum of Trust recorded on 10/17/1996, at Book 845, Page 35 and Instrument No. 77274

15. Memorandum of Trust recorded on 10/17/1996, at Book 845, Page 31 and Instrument No. 77273

16. Right of First Refusal, restrictions, and access easement contained in deed recorded 12/22/2026 as Instrument #200512220040551.

END OF SCHEDULE B-II