ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: ______________________
Kenneth D. DeGiorgio, President

By: ______________________
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I—Requirements;**[** 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.

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5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I—Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: **Kenneth J. Molnar**
Issuing Office: **21 Middle Street, Galena, Ohio 43021**
Issuing Office's ALTA® Registry ID: **1046485**
Loan ID Number: **TBD**
Commitment Number: **25-117**
Issuing Office File Number: **25-117**
Property Address: **Blayney Road (121.826 Acres, More or Less), Sunbury, Ohio 43074**
Revision Number:

SCHEDULE A

1. Commitment Date: **July 25, 2026, at 7:00 a.m.**

2. Policy to be issued:

a. __X__ ALTA® Owners Policy
Proposed Insured: **TBD**
Proposed Amount of Insurance: $**TBD**
The estate or interest to be insured: **Fee Simple**

[b. __X__ ALTA® Loan Policy
Proposed Insured: **TBD**
Proposed Amount of Insurance: $**TBD**
The estate or interest to be insured: **Fee Simple**

[c. _____ ALTA® __________ Policy]
Proposed Insured:
Proposed Amount of Insurance: $
The estate or interest to be insured:

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: ***Jason L. Liming (OR 851, Page 2575) (copy attached)***

5. The Land is described as follows: **Situated in the State of Ohio, County of Delaware, and Township of Berkshire, bounded and described as follows:**

SEE ATTACHED LEGAL DESCRIPTION
121.826 Acres, More or Less

First American Title Insurance Company

By: ________________________
Authorized Signatory

Issuing Agent: **Kenneth J. Molnar**
Agent ID No.: **12317067**
Address: **21 Middle Street**
City, State, Zip: **Galena, Ohio 43021**
Telephone: **740-965-3900**

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. ***Fiduciary Deed from Porter Welch, Administrator of the Estate of Jason Lee Liming aka Jason L. Liming, Delaware County Probate Court Case No. 2506 0982 PES, conveying fee simple title to the successful bidder at auction and/or purchase to the premises described as Schedule A herein.***

   B. ***Completion of Land Sale Proceeding by Administrator of the Estate of Jason Lee Liming aka Jason L. Liming for authority to sell the premises to pay debts and bequests against the Estate and/or Consent to Sell Real Property executed parent and natural guardian and Joseph Connell Liming (JC Liming) (DOB 09/20/2008), sole beneficiary of the Estate consenting to the sale of the real property for the purposes mentioned.***

   C. ***Affidavit by the Fiduciary of the Estate of Jason Lee Liming aka Jason L. Liming indicating that there are sufficient assets on hand to pay debts and expenses against the Estate or that all debts and claims have been paid.***

   D. ***Approval of Legal Description by the Delaware County Map Department.***

   E. **The proposed insured and policy amount must be disclosed to the Company and are subject to approval of the Company. Until the amount of the policy to be issued and the proposed insured shall be determined and entered as aforesaid, this Commitment shall not be binding to any proposed insured.**

5. **Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of violation of this law is excluded from coverage under the terms of a title insurance policy.**

SCHEDULE B, PART II—Exceptions

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

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

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1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.

6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.

7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.

8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

9. **No liability is assumed for any special assessments, other than as would be reflected by the County Treasurer's Tax Duplicate.**

10. **This Commitment does note insure the amount of land contained in the premises.**

11. **If there is a Homeowners Association affecting the property where dues may be imposed, the Company assumes no responsibility for ascertaining the status of these charges.**

12. **Property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.**

13. **Rights of the Public to use those portions of the subject premises lying within the bounds of any legal highway.**

14. **Delinquent sewer bills, water bills, charges for weed cutting, clearing up trash and other nuisance abatement charges may become a lien on the 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 charges, if any.**

15. **Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual**

orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

16. **BK 1888, Page 2364: Easement in favor of the Board of County Commissioners of Delaware County for the purpose of construction, re-construction, and widening of road.**

17. **DB 578, Page 780: Right-of-Way in favor of Del-Co Water Company, Inc.**

18. **DB 576, Page 236: Right-of-Way in favor of Del-Co Water Company, Inc.**

19. **DB 191, Page 36: Right-of-Way in favor of Delaware Rural Electric Cooperative, Inc.**

20. **Lease Volume 15, Page 403: Oil and Gas Lease in favor of Pan American Petroleum Corporation.**

21. **Lease Volume 38, Page 56: Oil and Gas Lease in favor of The Anschutz Corporation.**

22. **Pending proceedings in the Estate of Jason Lee Liming, Case No. 2506 0982 PES pending in the Probate Court of Delaware County, Ohio together with a recitation of the Fiduciary that there are sufficient assets to pay debts, claims, and taxes which are obligations of the Estate.**

23. **BK 493, Page 2577: Recitation of authority of Clyde Liming and Pauline Liming, Trustees. (For reference only)**

24. **Additional requirements may be made as additional information is provided to the Company, including proposed insured, Legal Description and insured amount and said information may cause the Company to add matters to be excepted.**

25. **An unnamed ditch runs through or along the subject premises and is potentially subject to the rights of owners abutting the ditch.**

26. **Unrecorded Farm Lease terminates for the year 2026 upon removal of the crops.**

27. **Completion of the requirements set out in Schedule BI of the Commitment.**

28. **Tax Information: Parcel No. 417-110-01-072-000 (121.826 Acres, More or Less). Valuations: Land: $127,550.00 Buildings: $0.00 Total: $127,550.00. Taxes for the first half year 2025 in the amount of $2,830.04 are paid. Taxes for the last half year 2025 in the amount of $2,212.54 are due by August 18, 2026. Taxes for the year 2026, amount of determined, are unpaid and a lien. This property is subject to Agricultural Lands Recoupment.**

EXHIBIT A

DESCRIPTION OF 121.826 AC PARCEL

Situated in the State of Ohio, County of Delaware, Township of Berkshire, and being part of Farm Lot 3 & 4, East Tier, 1st Quarter, Township 4, Range 17 of the United States Military Lands, and being the remainder of the Clyde & Pauline Liming, Trustees, 60 acre parcel identified as "First Tract" and remainder of the Clyde & Pauline Liming, Trustees, 100 acre parcel identified as "Second Farm" and the Clyde & Pauline Liming, Trustees, 15 ac parcel identified as "Second Tract" as recorded in Deed Book Vol. 599, Page 171 of the Delaware County Deed Records and being further described as follows:

Beginning at a point in the centerline of Twp. Rd. 68, aka, Blaney Rd., said point being at the southeast corner of the Michael Gangnier, 5.01 ac parcel, as recorded in Vol. 34, Pg. 1521 of the Official Records of Delaware County, said point also being at the northeast corner of the Scott & Melody George 5.00 ac parcel as recorded in Vol. 558, Pg. 620 of the Deed Records of Delaware County, said point also being on the north line of Farm Lot 3, south line of Farm Lot 2; Thence S 03° 53' 44" W, 60.01 ft, along the centerline of Twp. Rd. 68, to a railroad spike set, said point being at the southeast corner of the aforesaid George parcel, said point also being the True Point of Beginning:

Thence continuing along the centerline of Twp. Rd. 68, S 03° 53' 44" W, 454.55 ft, to a railroad spike set;

Thence N 87° 39' 57" W, 71.76 ft, along the north line of the Richard & Amanda Sammons parcel, as recorded in Vol. 715, Pg. 767 of the Deed Records, to an iron pin found, passing an iron pin found at 42.35 ft;

Thence S 60° 11' 41" W, 1022.14 ft to an iron pin found on a corner of the Neva & Skeeter Lambert parcel, as recorded in Vol. 5, Pg. 2554 of the official records, passing iron pins found at 288.88 ft, at the northwest corner of the Sammons parcel, 323.02 ft, on the north line of the Elizabeth Peifer parcel as recorded in Vol. 811, Pg 1242 of the Deed Records, and 148.59 ft, at the northwest corner of the aforementioned Peifer parcel as recorded in Vol. 811, Pg. 1242 of the Deed Records;

Thence S 30° 41' 29" W, 479.51 ft to an iron pin set at the southwest corner of the aforementioned Lambert parcel and northwest corner of the Jerry & Shirley Antle parcels, Tract IV, as recorded in Vol. 585, Pg. 658 of the Deed Records;

Thence S 35° 07' 12" W, 173.04 ft to an iron pin set on the aforementioned Antle parcels, Tract IV;

Thence S 23° 03' 46" W, 356.05 ft to an iron pin found on an angle point of the aforementioned Antle parcels, Tract II, passing an iron pin found at 153.37 ft at the corner of Tract IV and II of the aforementioned Antle parcels;

Thence S 10° 55' 41" W, 110.06 ft to an iron pin found on an angle point of the aforementioned Antle parcels, Tract II;

Thence S 18° 45' 05" E, 62.71 ft to an iron pin found at the corner of the aforementioned Antle parcels, Tract II & I;

Thence S 18° 53' 12" E, 123.29 ft to an iron pin found on an angle point of the aforementioned Antle parcels, Tract I;

Thence S 06° 55' 26" E, 225.00 ft to a point at the southwest corner of the aforementioned Antle parcels, Tract I, passing an iron pin found at 222.76 ft, said point also being on the north line of the Charles St. Jean, 106 ac, parcel as recorded Vol. 374, Pg. 552 of the Deed Records;

Thence, along a fence and north line of the aforementioned St. Jean parcel, N 88° 20' 11" W, 764.57 ft to a point for a corner, in a ditch, passing a witness pin set at 664.57 ft;

Thence N 68° 23' 06" W, 1164.19 ft, along a ditch and north line of the aforementioned St. Jean parcel, to an iron pin set, said point also being on the east line of the Morgan Land LLC parcel as recorded in Vol. 475, Pg. 1290 of the Deed Records, said point also being at the northwest corner of the aforementioned St. Jean parcel;

Thence, along a fence and the east line of the aforementioned Morgan parcel, N 03° 23' 01" E, 618.21 ft to an iron pin found at the corner of Farm Lot 3 & 4, East Tier;

Thence, continuing along a fence and east line of the aforementioned Morgan parcel, N 03° 09' 44" E, 1451.55 ft to an iron pin set at the common corner of Farm Lots 3 & 2, East and West Tiers, passing a corner post found at 1435.01 ft, said point also being the northeast corner of the aforementioned Morgan parcel, and being the southeast corner of the Evelyn Roof Trustee parcel, as recorded in Vol. 634, Pg. 83 of the Deed Records and being the southwest corner of the EPEC LLC parcel as recorded in Vol. 44, Page 0083 of the Official Records;

Thence along the south line of the aforementioned EPEC parcel and north line of Farm Lot 3, S 88° 10' 41" E, 1719.36 ft, passing a stone found at 874.93 ft, to an iron pin found at the northwest corner of the aforementioned George parcel;

Thence along the aforementioned George parcel the following courses:

S 01° 21' 42" W, 205.02 ft, to an iron pin found;
S 16° 40' 36" E, 100.05 ft, to an iron pin found;
S 88° 10' 41" E, 526.06 ft to an iron pin found;
N 01° 49' 20" E, 239.92 ft to an iron pin found;
S 88° 12' 57" E, 128.78 ft to an iron pin found;

S 87° 22' 41" E, 733.28 ft, to the centerline of Twp. Rd. 68, passing an iron pin set at 703.28 ft to the True Point of Beginning.

Containing 121.826 acres (84.161 acres in Farm Lot 3 and 37.665 acres in Farm Lot 4), subject to all legal right-of-ways, easements and restrictions of previous record.

Bearings are based on the Scott & Melody George Deed as recorded in Vol. 558, Pg. 620 of the Deed Records of Delaware County, north line, S 87° 22' 38" E.

The above description is based on a survey made by ADR & Associates, Ltd., February 2008.

Todd D. Willis, PS
Reg. Surveyor No. 7996

Auditor's Parcel No. 417-110-01-072-000