

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Commitment Number:

20190378

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity 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 Policy Amount and the name of the Proposed Insured.

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

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Greater Metropolitan Title a Division of Fidelity National Title Company, LLC 3131 Executive Pkwy, Suite 100 Toledo, OH 43606-1327 Main Phone: (419)530-0001 Email: Toledo@gmttitle.net	Greater Metropolitan Title a Division of Fidelity National Title Company, LLC 3131 Executive Pkwy, Suite 100 Toledo, OH 43606-1327 Main Phone: 419-530-0001 Main Fax: 419-530-0089

Order Number: 20190378

SCHEDULE A

1. Commitment Date: March 28, 2019 at 12:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006 - OH (12/01/2015)
 Proposed Insured: To Be Determined
 Proposed Policy Amount: \$0.00
 - (b) ALTA Short Form Residential Loan Policy 2012 - Modified OH (04/01/2017)
 Proposed Insured: , its successors and/or assigns as their respective interests may appear
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 Care Caskets Int'l, LLC, a Michigan limited liability company, by deed filed for record November 1, 2010 in OR Book 206, Page 1896 and re-recorded December 16, 2010 in OR Book 207, Page 1768, of the Wyandot County Records.
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 30-074500.0000 and

Situated in the State of Ohio, County of Wyandot, Village of Wharton, Township of Richland and being part of the East half of the Southeast Quarter of Section 15, Township 2 South, Range 12 East and being Lot 9 in Wickhiser Addition to the Town of Wharton, and Lots 17, 18 and 19 in William Bristol's Addition to said Village, and being the same property conveyed to Continental Hydraulic Hose Corp. recorded in Deed Volume 182, Page 594, Deed Volume 182, Page 651, Deed Volume 182, Page 653 and Deed Volume 182, Page 655, also property conveyed to Brake Realty, Inc. recorded in Deed Volume 196, Page 982 of the Wyandot County Records, more particularly described as follows:

Commencing at a stone and monument box at the Southwest corner of the East half of the Southeast Quarter of said Section 15;

Thence along the centerline of Sandusky Street North 89 deg. 05' 55" East, 615.31 feet to a set mag nail witnessed by a found 5/8-inch iron pin (Makeever & Assoc.) at North 00 deg. 05' 07" East, 33.00 feet;

Thence leaving said centerline North 00 deg. 05' 07" East, 33.00 feet to a found 5/8-inch iron pin (Makeever) at the Southwest corner of said Lot 9 and the North right-of-way line of Sandusky Street and the true point of beginning;

Thence leaving said North line of Sandusky Street and with the East lines of M.E. Church (Deed Vol. 14, Page 468) and Jack D. Opper ETUX, Trustees (DB 213, Pg. 227), North 00 deg. 05' 07" East, passing a found 5/8-inch iron pin at the Northwest corner of said Lot 9 at 264.01 feet a total distance of 282.27 feet to a set 5/8-inch iron pin;

Thence with the South right-of-way line of Wyandot Street North 88 deg. 56' 14" East, 9.78 feet to a set 5/8-inch iron pin;

Thence with the terminus of Wyandot Street, North 00 deg. 11' 42" West, 66.00 feet to a set 5/8-inch iron pin;

Thence with the North right-of-way line of Wyandot Street, South 88 deg. 56' 14" West, 260.61 feet to a set 5/8-inch iron pin;

Thence with the East right-of-way line of Jefferson Street as vacated in Ordinance #417 North 00 deg. 11' 42" West, 148.50 feet to a set 5/8-inch iron pin;

Thence with the North line of a 16.5 foot alley, South 88 deg. 56' 15" West, 183.00 feet to a set 5/8-inch iron pin;

Thence leaving said alley North 00 deg. 07' 38" East, 94.58 feet to a found 1-inch pipe (5647);

Thence with the South line of Herbert W. Baker Jr. ETUX (DB. 181, Pg. 827 & DB. 196, Pg. 979), North 88 deg. 39' 38" East, 155.13 feet to a set 5/8-inch iron pin;

Thence North 24 deg. 25' 38" East, 37.72 feet to a set 5/8-inch iron pin;

Thence North 86 deg. 10' 12" East, passing a found 5/8-inch iron pin at 34.06 feet a total distance of 272.76 feet to a found 1-inch pipe (5647);

Thence with the East line of said Baker, ETUX North 00 deg. 18' 11" West, 497.48 feet to a found 5/8-inch iron pin (VBK 7457);

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EXHIBIT "A"

Legal Description

Thence with the South line of Kenneth D. and Retia J. Koontz T.O.D. (O.R. 153, Pg. 767 & 764), North 89 deg. 18' 35" East, 166.40 feet to a set 5/8-inch iron pin;

Thence with the West lines of Robert J. Walter, ETUX (DB. 172, Pg. 412) and Gerald W. Haefer, Jr., ETUX (DB. 167, Pg. 193), South 00 deg. 08' 41" East, 873.59 feet to a found capped 5/8-inch iron pin;

Thence with the North lines of Donald Long (DB. 215, Pg. 469) and Ronald P. & Barbara S. Buess (DB. 152, Pg. 503), South 89 deg. 31' 18" West, 116.93 feet to a found 5/8-inch iron pin (Makeever & Assoc.);

Thence with the West line of said Buess South 00 deg. 03' 55" West, 263.48 feet to a found 5/8-inch iron pin (Makeever & Assoc.);

Thence with the North right-of-way line of Sandusky Street, South 89 deg. 05' 55" West, 57.73 feet to the true point of beginning.

Containing 5.785 acres more or less and subject to all easements and rights-of-way of record.

This certificate does not purport to cover the following: (a) Matters not of Bearings are based on the Easterly line of subject's property, bearing South 00 deg. 08' 41" East, recorded in Vol. 182, Pg. 651 & DB. 182, Pg. 594 of the Wyandot County, Ohio Recorder's Office.

All set pins are 5/8-inch diameter x 30-inch in length rebar with a plastic cap bearing the number 7911.

The above description is prepared from and accordance with a field survey and plat by David J. Kuethe, Registered Surveyor No. 7911 dated July 11, 2007.

PPN: 30-039500.0000 (Lot 9)

PPN: 30-075000.0000 (Lot 17)

PPN: 30-074500.0000 (Lot 18)

PPN: 30-074000.0000 (Lot 19)

PPN: 30-145501.0000 (0.4100 acres)

PPN: 30-146001.0000 (0.8700 acres)

PPN: 30-141000.0000 (0.2800 acres)

PPN: 30-141001.0000 (2.9700 acres)

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Instrument(s) creating the estate or interest to be insured must be approved, executed and/or filed for record, to wit:

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent an authorized employee of the insured lender or by using Bancserv or other approved third-party services. If the above requirement cannot be met, please call the Company at the number provided in this report.

Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/company/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.

6. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
7. Payment of taxes, charges and assessments levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor and materialmen are all paid.
9. If a Zoning Endorsement is requested, the following is required: A letter from Planning and Zoning and/or ALTA/ACSM survey setting forth items 2(b)(i-v) from the endorsement and surveyor's certification that there are no violations.
10. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

11. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
12. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
13. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
14. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/company/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
15. Survey satisfactory to the Company be provided, if survey exceptions are to be deleted.
16. If a Zoning Endorsement is requested, the following is required: A letter from Planning and Zoning and/or ALTA/ACSM survey setting forth items 2 (b) (i-v) from the endorsement and surveyor's certification that there are no violations.
17. The actual value of the estate or interest to be insured must be disclosed to the Company and is subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued is determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000 and the total liability of the Company on account of the commitment shall not exceed said amount.
18. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
19. Payment and release of Mortgage from Care Caskets Int'l, LLC, a Michigan limited liability company, to Allen C. Foster, in the maximum amount of \$2,000,000.00, filed for record May 22, 2013, in OR Book 222, Page 1350, of the Wyandot County, Ohio Records.

Open-end Mortgage Amendment (to secure future advances), filed for record January 21, 2016 in OR Book 238, Page 197, of the Wyandot County Records.

The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.
20. Compliance with requirements the Company deems necessary arising out of Pending Civil Action Wyandot County Common Pleas Court Case No. 16-CV-0012, filed February 17, 2016.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

21. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender or by using Bancserv or other approved third-party services. If the above requirement cannot be met, please call the Company at the number provided in this report.
22. Furnish for recordation a document to be executed by the party(s) named below:
Type of Document: Warranty Deed
Executed by: Care Caskets Int'l, LLC
To: To Be Determined
23. Furnish for recordation a mortgage describing the subject property
Mortgagor(s): To Be Determined
Mortgagee(s): , its successors and/or assigns as their respective interests may appear

END OF SCHEDULE B, PART I

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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. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
2. 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.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
5. Easements or claims of easements not shown by the Public Records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenance thereto.
9. Any Loan Policy issued pursuant to this Commitment will contain the following exception:

Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the policy pursuant to paragraph D of Ohio Revised Code Section 1509.31 effective June 30, 2010.
10. 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.
11. Assessments, if any, not yet certified to the County Auditor.
12. Rights or claims of parties other than Insured in actual possession of any or all of the property.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

13. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
14. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
15. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
16. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.
17. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
18. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
19. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
20. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
21. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
22. Right-of-Way to The Wharton Oil & Gas Company, filed for record December 5, 1931, in Lease Book 8, Page 443 of the Wyandot County, Ohio Records.
23. Right-of-Way to The Wharton Oil & Gas Company, filed for record December 5, 1931, in Lease Book 8, Page 450 of the Wyandot County, Ohio Records.
24. Easement for Transmission of Electric Energy to The Village of Wharton, filed for record February 7, 1933, in Deed Book 89, Page 492, of the Wyandot County, Ohio Records.
25. Easement for Transmission of Electric Energy to the Village of Wharton, Wyandot County, Ohio, filed for record

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

July 28, 1942, in Deed Book 102, Page 542, of the Wyandot County, Ohio Records.

26. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record December 29, 1976, in Deed Book 166, Page 550, of the Wyandot County, Ohio Records.
27. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record May 17, 1984, in Deed Book 181, Page 827, of the Wyandot County, Ohio Records.
28. Easements, if any, for public utilities pipelines or facilities installed in, and any private right to use, any portion of the vacated street or alley, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same.
29. Rights of tenants in possession as tenants only under unrecorded leases.
30. Taxes for the second half of 2018 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2018 are as follows
PPN 30-039500.0000 (Lot 9)
Taxes for prior years are unpaid and delinquent plus penalty and interest.
Taxes for the first half are unpaid and delinquent plus penalty and interest.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$73.25 (first half) and \$72.25 (second half).

The above amount includes the following special assessments:

Assessment for 11 / Blanchard in the annual amount of \$1.00, which is due and payable with the first half.

PPN 30-075000.0000 (Lot 17)

Taxes for prior years are unpaid and delinquent plus penalty and interest.
Taxes for the first half are unpaid and delinquent plus penalty and interest.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$9.66 (first half) and \$8.66 (second half).

The above amount includes the following special assessments:

Assessment for 11 / Blanchard in the annual amount of \$1.00, which is due and payable with the first half.

PPN 30-074500.0000 (Lot 18)

Taxes for prior years are unpaid and delinquent plus penalty and interest.
Taxes for the first half are unpaid and delinquent plus penalty and interest.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$3,176.77 (first half) and \$3,175.77 (second half).

The above amount includes the following special assessments:

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

Assessment for 11 / Blanchard in the annual amount of \$1.00, which is due and payable with the first half.

PPN 30-074000.0000 (Lot 19)

Taxes for prior years are unpaid and delinquent plus penalty and interest.
Taxes for the first half are unpaid and delinquent plus penalty and interest.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$13.40 (first half) and \$12.40 (second half).

The above amount includes the following special assessments:

Assessment for 11 / Blanchard in the annual amount of \$1.00, which is due and payable with the first half.

PPN 30-145501.0000 (0.4100 acres)

Taxes for prior years are unpaid and delinquent plus penalty and interest.
Taxes for the first half are unpaid and delinquent plus penalty and interest.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$40.76 (first half) and \$39.76 (second half).

The above amount includes the following special assessments:

Assessment for 11 / Blanchard in the annual amount of \$1.00, which is due and payable with the first half.

PPN 30-146001.0000 (0.8700 acres)

Taxes for prior years are unpaid and delinquent plus penalty and interest.
Taxes for the first half are unpaid and delinquent plus penalty and interest.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$30.93 (first half) and \$29.93 (second half).

The above amount includes the following special assessments:

Assessment for 11 / Blanchard in the annual amount of \$1.00, which is due and payable with the first half.

PPN 30-141000.0000 (0.2800 acres)

Taxes for prior years are unpaid and delinquent plus penalty and interest.
Taxes for the first half are unpaid and delinquent plus penalty and interest.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$5.14 (first half) and \$4.14 (second half).

The above amount includes the following special assessments:

Assessment for 11 / Blanchard in the annual amount of \$1.00, which is due and payable with the first half.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

PPN 30-141001.0000 (2.9700 acres)

Taxes for prior years are unpaid and delinquent plus penalty and interest.

Taxes for the first half are unpaid and delinquent plus penalty and interest.

Taxes for the second half are a lien, not yet due and payable.

Per half amount \$103.37 (first half) and \$102,37 (second half).

The above amount includes the following special assessments:

Assessment for 11 / Blanchard in the annual amount of \$1.00, which is due and payable with the first half.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

END OF SCHEDULE B, PART II

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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 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 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:
 - (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.

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(continued)

- (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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer