



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
STEWART TITLE GUARANTY 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 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, Stewart Title Guaranty Company, a(n) Maryland 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.

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.

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- 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:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I – Requirements;
 - Schedule B, Part II – Exceptions; and
 - 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.
5. **LIMITATIONS OF LIABILITY**
- 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:
 - comply with the Schedule B, Part I – Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - 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.
 - 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.
 - 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.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - 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.
 - 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**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- 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.
- 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>.

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STEWART TITLE GUARANTY COMPANY
P.O. Box 2029, Houston, TX 77252-2029



F. H. Eppinger
By: _____
Frederick H. Eppinger, President and CEO

D. Hisey
By: _____
David Hisey, Secretary

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

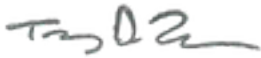
Issuing Agent: Venture Land Title Agency LLC
Issuing Office: 34 South Chestnut Street
Jefferson, OH 44047
Issuing Office's ALTA® Registry ID: 1066895
Loan ID Number:
Commitment Number: V-2400960
Issuing Office File Number: V-2400960
Property Address: 14550 Payne Road, Marysville, OH 43040
Revision Number:

SCHEDULE A

1. Commitment Date: January 29, 2024 7:59 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **PRESTART**
Proposed Amount of Insurance: **\$0**
The estate or interest to be insured: **fee simple**
 - (b) 2021 ALTA Loan Policy
Proposed Insured:
Proposed Amount of Insurance: **\$0**
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:
Blue Oak Homes LLC, as vested in the General Warranty Deed as recorded on February 25, 2022 in Instrument No. 202202250001985 of Union County Records. and, as disclosed in the Public Records, has been since .
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

VENTURE LAND TITLE AGENCY LLC
34 South Chestnut Street, Jefferson, OH 44047
Telephone: (440) 576-0002

Countersigned by:




Timothy D Leehan, License #610288
Venture Land Title Agency LLC, License #35316

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By: 
Frederick H. Eppinger, President and CEO

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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. Duly authorized and executed Deed from Blue Oak Homes, LLC, a Limited Liability Company, to PRESTART to be executed and recorded at closing.
6. All legal descriptions shown on transfer documents will require preapproval from the County Engineer prior to closing.
7. 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 a violation of this law is excluded from coverage under the terms of a title insurance policy.
8. The Proposed Insured and Policy Amount must be disclosed to the Company, entered as such in Schedule A of the Commitment, and are subject to approval of the Company. Until the amount of the policy to be issued and Proposed Insured shall be determined, and entered as aforesaid, this Commitment shall not be binding to any proposed insured and it is agreed that there shall be no liability under the Commitment to any person or entity.
9. 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 requirements to Schedule BI and matters to be excepted in Schedule BII.
10. Documents satisfactory to us showing who is authorized to sign on behalf of Blue Oak Homes LLC.

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SCHEDULE B, PART II – Exceptions

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

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

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching after the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties other than Insured in actual possession of any or all the property.
3. Any lien, mechanics' lien, or materialmans' 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.
4. Public or private easements, or claims of easements, not shown by the Public Records.
5. 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.
6. Anything to the contrary notwithstanding, this policy does not insure the quantity of acreage, square footage, or accuracy of dimensions recited within the description of premises described in Schedule A.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Taxes or assessments which are not recorded as existing liens in the Public Records.
9. (Note: This is exception is for loan policies only) 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 after the Date of the Policy.
10. Taxes and assessments for the first half year 2023 which are due February 2024 for Parcel No. 2800180301000 are paid in the amount of \$2,432.22. Taxes and assessments for the second half year 2023 which are due July 2024 for Parcel No. 2800180301000 are a lien, not yet due in the amount of \$ 2,432.22

The half year tax amount includes the following assessments:

1) NONE.

Subject to Special Taxes and Assessments of any kind, if any.

Taxes for the Year 2024 are a lien, but not yet due or payable

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11. Drainage Easement as recorded in the Survivorship Deed, filed for record Feb 17, 1999 in OR Volume 163, Page 576 of Union County Records.
12. NOTE: The above Leases, Easements, and Right of Ways are subject to various assignments and conditions of record. We have made no examination as to the above leases, easements, or right of ways.
13. Mortgage from SPW Real Estate, LLC, a Kentucky Limited Liability Company and Blue Oak Homes Limited Liability Company, a Kentucky Limited Liability Company, to Stock Yards Bank and Trust Company in the amount of \$3,200,000.00, filed for record November 15, 2022 in Instrument No. 202211150010594 of Union County Records.
 - a) Assignment of Rents, filed for record November 15, 2022 in Instrument No. 202211150010595 of Union County Records.
14. Rights of the public generally in and to the use of that portion of subject property used for roadway purposes.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Union, State of Ohio, and is described as follows:

Situated in the State of Ohio, County of Union, Township of Paris, VMS 5292-12398:

Being part of Robert W. and Michelle K. Elliott's 3.00 acre tract described in Deed Volume 336, Page 629, and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of Payne Road (C.R. #71) (40 feet wide) with the west line of Tommy L. and Pamela J. Endsley's 2.02 acre tract described in Deed Volume 334, Page 378, formerly Penn Central Railroad, said spike marking the southerly corner of said 3.00 acre tract;

Thence North 43° 10' 56" West 200.78 feet, following the centerline of Payne Road and the southwest line of said 3.00 acre tract, to a PK nail set;

Thence North 47° 54' 54" East 355.50 feet, departing from the centerline of Payne Road, crossing said 3.00 acre tract, passing at 30.00 feet an iron pin set, to an iron pin set in the northeast line of said 3.00 acre tract and in the southwest line of Mary Ellen Dillon, Trustee's 32.68 acre tract described in Official Record 148, Page 70;

Thence South 43° 09' 18" East 166.86 feet, following the northeast line of said 3.00 acre tract, to an iron pin set in an existing iron pipe found in the northwest line of said 2.02 acre tract;

Thence South 42° 27' 14" West 356.39 feet, following the southeast line of said 3.00 acre tract and the northwest line of said 2.02 acre tract, passing at 326.39 feet an iron pin set, to the point of beginning, containing 1.500 acres, more or less, and subject to all valid easements and restrictions of record.

I, Timothy L Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of January, 1999 and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "Guider S 7752." Basis of being: centerline of Payne Road from Deed Volume 336, Page 629 N 43° 10' 56" W.

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