

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (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.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be address it at P.O. Box 2029, Houston, Texas 77252-202

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Stewart Title Guaranty Company

SCHEDULE A

1. Commitment Date: May 26, 2026 at 07:59 AM
2. Policy to be issued:
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: The Estate of David Taylor aka David T. Taylor aka David Thomas Taylor aka Dave Taylor aka Dave T. Taylor, deceased, Case Number 20251098 in the Probate Court of Clinton County, Ohio Parcel 1: 210020614000000 and Parcel 2: 210020613000000

Acquired said interest in property as described in Schedule "A" by General Warranty Deed from Charles Donaldson and Pearl Donaldson, husband and wife, to David T. Taylor, dated March 15, 1989, filed for record on May 22, 1989 in Official Records Book 50, Page 281 in the Public Records of Clinton County, Ohio.
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

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AMERICAN
LAND TITLE
ASSOCIATION



(TAYLOR25-TT-7342T1WISBEY.PFD/25-TT-7342T1/1)

Stewart Title Guaranty Company

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. Payment to, or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
6. Payment of all taxes and assessments, levied and assessed against subject premises, which are due and payable as described on Schedule B, Section II.
7. Show that restrictions or restrictive covenants have not been violated.
8. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements, if any, erected or to be erected on the premises described in Schedule A.
9. Recordation of property fully executed and notarized deed from The Estate of David Taylor aka David T. Taylor aka David Thomas Taylor aka Dave Taylor aka Dave T. Taylor, Case Number 20251098, Probate Court of Clinton County, Ohio conveying fee simple title to _____, with correct marital status and thereby transferring the entire interest in the real property described in schedule A.
10. A mortgage encumbering the property described in Schedule A from _____ to _____, its successors and/or assigns as their interest may appear.

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 subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment
2. Rights or claims of parties in possession not shown by the public records.

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SCHEDULE B
(Continued)

3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection on premises.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, oceans, or gulfs or lands beyond the line of the harbor or bulkhead lines as established or changes by the United States Government or riparian rights, if any and title to any filled-in-lands.
8. Rights of the public in Wisbey Rd
9. Pending Estate of David Taylor aka David T. Taylor aka David Thomas Taylor aka Dave Taylor aka Dave T. Taylor, Case No. 20251098, Probate Court of Clinton County, Ohio.
10. A new survey is required before next transfer.
11. Right of Way Easement granted to Clinton County Rural Water Co as contained instrument dated May 20, 1980, filed for record on March 16, 1984 in Official Records Book 281, Page 327 in the Public Records of Clinton County, Ohio.
12. The Clinton County Treasurer's Office General Tax Duplicate for 2026 (2025 tax year) for Parcel Number: 210020613000000 shows: Taxes for the First Half for 2025 in the amount of \$83.41 are PAID.

Taxes for the Second Half for 2025 in the amount of \$83.41 are UNPAID and taxes assessed thereafter are not yet due and payable.
13. The Clinton County Treasurer's Office General Tax Duplicate for 2026 (2025 tax year) for Parcel Number: 210020614000000 shows: Taxes for the First Half for 2025 in the amount of \$199.38 are PAID.

Taxes for the Second Half for 2025 in the amount of \$199.38 are UNPAID and taxes assessed thereafter are not yet due and payable.
14. 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 or not 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.
15. Additions or abatements, if any, which hereafter be made legally constituted authorities on account of errors, omissions or changes in valuation.
16. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.

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SCHEDULE B
(Continued)

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File No. S25-318
March 11, 2026

LEGAL DESCRIPTION

David Thomas Taylor Estate
22.760 Acres
"Tract 1"

Situated in the Township of Marion, County of Clinton, State of Ohio, being a part of V.M.S. No. 5705, being all that remains (16.015 acres) of the original 18 1/2 acres tract and all that remains (6.745 acres) of the original 11 acres, 15 poles tract as conveyed to David T. Taylor and recorded in Official Record 50, Page 281 of the Clinton County Recorder's Office, and being further bounded and described as follows:

Commencing at a spike (found) under the pavement at the centerline intersection of Tar Pike (County Road No. 62) and Wisbey Road (Township Road No. 114);

thence with the centerline of Wisbey Road N 51°08'54" E, a distance of 336.58 feet to a spike (found) under the pavement marking the 2.000 acres tract as conveyed to Blake Bishop (Doc. No. 2025-00004232) and found in Survey Record 46 Plat 2, said spike being the true point of beginning of the tract of land herein described and having Ohio State Plane Coordinates Northing 489,937.979 feet, Easting 1,560,266.008 feet South Zone and based upon NAD 83 (2011);

thence with the easterly line of the aforesaid 2.000 acres tract N 37°28'16" W passing a 5/8" iron pin (found, bent) at 20.00 feet, passing a 5/8" iron pin (found) at 200.32 feet marking the southeasterly corner to and continuing with the easterly line of a

2.036 acres tract as conveyed to Jake Wilhelm and Heather Ultsch (Doc. No. 2025-00004090) and found in Survey Record 46 Plat 02, and passing a 5/8" iron pin (found) at 209.17 feet, a total distance of 522.15 feet to a 5/8" iron pin (found,bent) in the southerly line of what remains of an original 101.312 acres tract as conveyed to Kelly Family Farms, Inc. (O.R. 777, Page 101) and found in Survey Record 20 Plat 221;

thence with the southerly line of what remains of the aforesaid original 101.312 acres tract N 51°14'52" E, a distance of 2066.93 feet to a 1/2" iron pin (found) marking the westerly most corner of a 2.41 acres tract as conveyed to Cory Snider and Colleen Snider (O.R. 659, Page 735) and found in Survey Record 12 Plat 387;

thence with the southwesterly line of the aforesaid 2.41 acres tract S 38°50'39" E, a distance of 262.35 feet to a 5/8" iron pin (found) marking the northerly most corner of a 2.001 acres tract as conveyed to Drew R. Howser and Chelsey Howser (O.R. 1014, Page 133) and found in Survey Record 20 Plat 89;

thence with the northwesterly line of the aforesaid 2.001 acres tract S 51°09'11" W, a distance of 340.38 feet to a 5/8" iron pin (set);

thence with the southwesterly line of the aforesaid 2.001 acres tract S 38°48'54" E passing a 5/8" iron pin (found) at 231.16 feet, a total distance of 256.23 feet to a spike (found) under the pavement in the centerline of Wisbey Road;

thence with the centerline of Wisbey Road S 51°09'11" W, a distance of 1738.93 feet to the true point of beginning, **containing 22.760 acres of land.**

Subject to all legal easements and rights-of-way of record.

Bearings are based upon the Grid Azimuth (Az 111° 52' 47.3") between National Geodetic Survey CORS Station "LEBA" and McCarty Associates Geodetic Local Control Monument "4002" and derived from GNSS observations taken November 3, 2025, utilizing the ODOT Ohio Real Time Network (Trimble Virtual Reference System).

Land surveyed in November 2025, under the direction of Jason C. McConnaughey, Registered Professional Surveyor No. 8509, the survey plat of which is referred to as Project No. S25-318 on file in the office of McCarty Associates, LLC, Hillsboro, Ohio, and found in Surveyor's Record Volume _____, Plat No. _____ of the Clinton County Engineer's Record of Land Surveys

All iron pins (set) are 5/8" diameter with 1-1/4" diameter plastic caps stamped "McCARTY ASSOCIATES".


Jason C. McConnaughey, P.S. 8509

