

**COMMITMENT FOR TITLE INSURANCE**

Issued by



Commitment No. 14Q0129-1M

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

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

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, contact:

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
P.O. Box 45023  
Jacksonville, FL 32232-5023

Commonwealth Land Title Insurance Company  
**Lawyers Title of Cincinnati, Inc.**

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By *[Signature]*

ATTEST

President

*[Signature]*

Secretary

Countersigned:

*[Signature]*  
Authorized Signatory

Form 81C118  
Reorder 1182-18

ALTA Commitment 2006  
NJR 3-08

*415 South College Ave  
Oxford, Ohio*

## TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY See below  
SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS  
SCHEDULE B-II -- EXCEPTIONS  
CONDITIONS

See below

### AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 180 days after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions listed below

This Commitment is not valid without Schedule A and Sections I and II of Schedule B.

### CONDITIONS

#### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

#### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

#### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

#### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

#### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

Form 81C118  
Reorder 1182-18

ALTA Commitment 2006  
NJR3-08



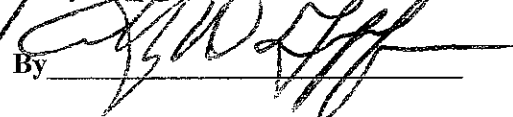
Commitment for Title Insurance  
Schedule A

Commitment No.: 14Q0129-1M

- 1. Effective Date: **October 17, 2014, 8:00 am**
- 2. The policy or policies to be issued are: POLICY AMOUNT
  - (a) ALTA Owner's Policy - (6/17/06) **TO BE DETERMINED**  
Proposed Insured: **TO BE DETERMINED**
  - (b) ALTA Loan Policy - (6/17/06)  
Proposed Insured:
- 3. The estate or interest in the land described or referred to in the Commitment is:  
in this Commitment is owned, at the effective date by:  
**Fee Simple**
- 4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:  
  
**TD Limited, LLC, an Ohio limited liability company, Who took title on May 28, 2002, by document recorded in Official Record Book 6828, page 2367, of the Butler County, OH Records**
- 5. The land referred to in this Commitment is described as follows:  
  
**SEE ATTACHED EXHIBIT "A"**

**Commonwealth Land Title Insurance  
Company**  
Countersigned

**Lawyers Title of Cincinnati, Inc.**

By 

**EXHIBIT "A"**

**Parcel I:**

All of that part of the lot or parcel of land known and designated on the plat of the Village (now City) of Oxford, in the County of Butler, State of Ohio, as Out Lot Numbered Twenty-Three (23), lying east of the Cincinnati-Hamilton and Indianapolis Railroad, the north end of said tract being five (5) chains and six (6) links in length, and the east side thereof being six (6) chains and forty (40) links in length, containing one (1) acres and ninety-nine hundredths of an acre more or less.

Subject to a certain railroad switch contract made with the White Star Oil Company and the C.H. & L. (S.L.&W.) Railroad Company by the grantors herein. Together with a certain easement or right of way as described as follows: Situate in the City of Oxford, County of Butler, State of Ohio and being a right of way on and across the southwest part of Out Lot Numbered Eighteen (18) as the same is designated on the recorded plat of said Village, The said right of way being twenty (20) feet wide throughout and located adjacent to the right of way of the Cincinnati, Indianapolis and Western Railroad running through said lot and on the east side of said railroad right-of-way.

H4000-104-000-044

**Parcel II:**

A part of Outlot #18 as the same is known and designated on the recorded plat of the Village (now City) of Oxford, Butler County, Ohio, more particularly described as follows:

Beginning at the southeast corner of said Outlot #18; thence west on the south line of said Outlot to the intersection with the east boundary line of the Cincinnati, Indianapolis and Western Railroad; thence in a northwesterly direction with the easterly line with the Cincinnati, Indianapolis and Western Railroad to a point where the same intersects the west line of said Outlot #18; thence north on the west line of Outlot #18 to a point 135 feet north of the southwest corner of said Outlot #18; thence due east ad parallel with the south line of said Outlot #18 to the east line of said Outlot #18; thence south with the east line of said Outlot 125 feet to the place of beginning. The above described tract herein conveyed contains 1.097 acres, more or less.

H4000-104-000-047

**Parcel III:**

A part of the lot or tract of land known and designated on the plat of the Village (now City) of Oxford, in the County of Butler, Ohio, as Out Lot Number Seventeen (17) and described as follows:

Beginning at the northeast corner of said Outlot; thence running with the east line south Five (5) rods; thence west on a straight line to the west line of said Outlot to a point Five (5) rods South of the northwest corner of said Outlot; thence north with the west line of said Outlot Five (5) rods to the northwest corner thereof; thence east with the north line of said Outlot to the place of beginning.

H4000-103-000-016

**Parcel IV:**

**Situated in the Village (now City) of Oxford, County of Butler and State of Ohio, to-wit:**

**Triangle piece of N.E. corner of Outlot #38 in the Village (now City) of Oxford, Butler County, Ohio. Subject to annual ground rent of \$1.00 payable to Treasurer of Miami University on January 6th of each year. Together with the vacated portion of Beech Street, adjacent to and contiguous with the above described legal, as vacated in Official Record Book 6357, Page 2236 of the Butler County, Ohio Records.**

**H4000-105-000-048**

**Parcel V:**

**Situate in the Village (now City) of Oxford, County of Butler and State of Ohio, and being Inlot Number Five Hundred and Seventy-nine (579) as the same is designated on the revised list of lots in said Village (now city).**

**H4000-103-000-019**

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I

Commitment No: **14Q0129-1M**

Effective Date: **October 17, 2014**

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
2. Payment of taxes, charges and assessments levied and assessed against subject premises which are due and payable.
3. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
4. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
5. Completion of improvements acceptance of the owner, and receipt of satisfactory mechanic's and materialmen's affidavits if the statutory period for filing liens has not expired.
6. **Require proper Deed from The Schrader Real Estate and Auction Company, Inc. by and through R.D. Schrader pursuant to an Order Approving the sale to a purchaser to be determined.**
7. **Require proper completion of Auction procedures as set forth in Butler County Common Pleas Court Case No. CV 2012 09 3243.**
8. **Require Payment and Cancellation of Certified Judgment as shown in JD2014-08-1482 in favor of Bath State Bank in the amount of \$508,188.05**

**Tax Duplicate in the name of TD Limited, LLC**

**Total Valuation \$94,120.00 Land \$71,890.00 Building \$22,230.00**

**Auditor's Book H4000-104-000-044, Taxes Are \$2,300.48 per half year**

**Assessments are \$-0- per year.**

**Taxes for the Year 2013 are paid. Taxes for the year 2014 are a lien not yet due and payable.**

**Tax Duplicate in the name of TD Limited, LLC**

**Total Valuation \$66,070.00 Land \$53,950.00 Building \$12,120.00**

**Auditor's Book H4000-104-000-047, Taxes Are \$1,614.88 per half year  
Assessments are \$-0- per year.**

**Taxes for the Year 2013 are paid. Taxes for the year 2014 are a lien not yet due and payable.**

**Tax Duplicate in the name of TD Limited, LLC  
Total Valuation \$25,530.00 Land \$25,530.00 Building \$0.00  
Auditor's Book H4000-104-000-016, Taxes Are \$624.01 per half year  
Assessments are \$226.45 per half year.**

**Taxes for the Year 2013 are paid. Taxes for the year 2014 are a lien not yet due and payable.**

**Tax Duplicate in the name of TD Limited, LLC  
Total Valuation \$23,510.00 Land \$23,510.00 Building \$0.00  
Auditor's Book H4000-104-000-019, Taxes Are \$474.43 per half year  
Assessments are \$-0- per year.**

**Taxes for the Year 2013 are paid. Taxes for the year 2014 are a lien not yet due and payable.**

**Tax Duplicate in the name of TD Limited, LLC  
Total Valuation \$960.00 Land \$960.00 Building \$0.00  
Auditor's Book H4000-104-000-048, Taxes Are \$23.46 per half year  
Assessments are \$-0- per year.**

**Taxes for the Year 2013 are paid. Taxes for the year 2014 are a lien not yet due and payable.**

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION II

Commitment No: **14Q0129-1M**  
**2014**

Effective Date: **October 17,**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of 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. Assessments, if any, not yet certified by the County Auditor.
3. Rights of claims of parties other than Insured in actual possession of any or all of the property.
4. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, shortages in area, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.
5. Un-filed mechanic's or materialmen's liens.
6. **Taxes for the year of 2014 and for all subsequent years not yet due and payable.**
7. **Such state of facts as would be disclosed by an accurate survey of the premises.**
8. **Curb, Gutter and Sidewalk Assessment, payable semi-annually in installments of \$226.45, as to Parcel 3. Said assessments are not yet due and payable.**
9. **Subject to Miami University Ground Rent.**
10. **Narrowing of Streets as shown in Deed Book 888, Page 261, as to Lot 23.**
11. **Easement for access and utilities 20 feet over insured premises as shown in Deed Book 304, Page 396 as to Lot 23.**
12. **Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any, as to Lot 23. The Company does not insure the area, square footage, or acreage of the land.**
13. **Coal, oil, natural gas, or other mineral interest and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.**



**NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.**

Alta Commitment-Scheduled B-2

Commonwealth Land Title Insurance Company