

Cover page for:

Preliminary Title Insurance Schedules (with copy of recorded exception)

Prepared by:

First American Title Insurance Company

File Number: 1101-2218398-4

77.059± acres in Henry Co., Ohio

For auction conducted on February 17, 2016 by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Premiere Partners II Limited Partnership



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

File No.: 1101-2218398-4

1. Effective Date: August 03, 2015 at 7:30 a.m.

2.	Policy or Policies to be issued:	Amount
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a.	<input checked="" type="checkbox"/> ALTA Owner's Policy of Title Insurance (6-17-06)	\$1.00
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Proposed Insured: TBD

b.	<input type="checkbox"/> NONE	\$NONE
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3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the estate or interest in the Land is at the Effective Date vested in:

Premiere Partners II Limited Partnership, an Illinois limited partnership

Warranty Deed filed for record in Volume 247, Page 397 on March 16, 1992

5. The land referred to in the Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.



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Commitment for Title Insurance

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First American Title Insurance Company

Schedule BI

File No.: 1101-2218398-4

REQUIREMENTS

The following requirements must be satisfied:

1. Owners Affidavit from Premiere Partners II Limited Partnership in a form approved by First American Title Insurance Company.
2. Corporate Authorization to execute documents for Premiere Partners II Limited Partnership.
3. Certificate of Good Standing from Premiere Partners II Limited Partnership.
4. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
5. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:

1. Warranty Deed from Premiere Partners II Limited Partnership, an Illinois limited partnership to TBD.
2. Satisfactory Release or Subordination of all liens shown in Schedule B, Section II.
3. Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.
4. Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.



First American

Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: 1101-2218398-4

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters 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. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. 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.

10. The County Treasurer's Tax Duplicate shows taxes for Parcel No. 18-170002.0100 in the name of Premiere Partners II.

Taxes for the first half of 2015 in the amount of \$2584.23 (\$2436.43 net taxes, \$31.91 878 / Knepley, and \$115.89 976 / S. Turkeyfoot) are currently due by February 5, 2016.

Taxes for the second half of 2015 in the amount of \$2584.23 (\$2436.43 net taxes, \$31.91 878 / Knepley, and \$115.89 976 / S. Turkeyfoot) are a lien, not yet due and payable.

Taxes for the year 2016, amount undetermined, are a lien, not currently due and payable. Special Taxes and Assessments of any kind, if any.

Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

This premises is subject to Current Agricultural Use Valuation Recoupment.

NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.

11. Application and Contract for Rural Electric Service by and between The General Utilities Company and Dan Kryling as filed for record in Volume 4, Page 136 on September 1, 1934 of Henry County Records.



First American

ISSUED BY

First American Title Insurance Company

Exhibit A

File No.: 1101-2218398-4

The land referred to herein below is situated in the Township of Monroe, County of Henry, State of Ohio, and is described as follows:

KRYLING FARM:

SITUATED IN THE TOWNSHIP OF MONROE, COUNTY OF HENRY AND STATE OF OHIO AND KNOWN AS:

A PARCEL OF LAND BEING A PART OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 17, TOWN 4 NORTH, RANGE 7 EAST, MONROE TOWNSHIP, HENRY COUNTY, OHIO, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 17; THENCE SOUTH 0°21'00" EAST (ASSUMED BEARING FOR THE PURPOSES OF THIS DESCRIPTION) ON THE EAST LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION AND THE CENTERLINE OF TOWNSHIP ROAD 11, TWO THOUSAND SIX HUNDRED FIFTY-EIGHT AND ZERO HUNDREDTHS (2658.00) FEET TO A SMALL RAILROAD SPIKE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 17; THENCE NORTH 89°46'20" WEST ON THE SOUTH LINE OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION, ONE THOUSAND THREE HUNDRED FOUR AND SEVENTY-SEVEN HUNDREDTHS (1304.77) FEET TO AN IRON PIN AT THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0°22'15" WEST ON THE WEST LINE OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 17, TWO THOUSAND SIX HUNDRED FIFTY-TWO AND EIGHTY-TWO HUNDREDTHS (2652.82) FEET TO A PK NAIL AT THE NORTHWEST CORNER THEREOF; THENCE NORTH 90°00'00" EAST ON THE NORTH LINE OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION AND THE CENTERLINE OF COUNTY ROAD "K", TWO HUNDRED SEVENTY-THREE AND FORTY-TWO HUNDREDTHS (273.42) FEET TO A PK NAIL; THENCE SOUTH 0°00'00" WEST, THREE HUNDRED SIXTEEN AND THIRTY HUNDREDTHS (316.30) FEET TO A POINT; THENCE NORTH 90°00'00" EAST, THREE HUNDRED FORTY-FIVE AND ZERO HUNDREDTHS (345.00) FEET TO A POINT; THENCE NORTH 0°00'00" EAST, THREE HUNDRED SIXTEEN AND THIRTY HUNDREDTHS (316.30) FEET TO A PK NAIL ON THE NORTH LINE OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 17 AND THE CENTERLINE OF COUNTY ROAD "K"; THENCE NORTH 90°00'00" EAST ON THE SAID NORTH LINE OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 17 AND THE CENTERLINE OF COUNTY ROAD "K", SIX HUNDRED EIGHTY-SEVEN AND TWENTY-SEVEN HUNDREDTHS (687.27) FEET TO THE POINT OF BEGINNING, CONTAINING 77.059 ACRES OF LAND MORE OR LESS.

PPN: 18-170002.0100

The property address and tax parcel identification number listed herein are provided solely for informational purposes, without warranty as to accuracy or completeness.

Property Address: Kryling Farm, Monroe, OH

Parcel No.: 18-170002.0100



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain

THE GENERAL UTILITIES COMPANY, DESHLER, OHIO.

APPLICATION AND CONTRACT FOR RURAL ELECTRIC SERVICE.

(On lines already established except those extensions constructed under Company "Plan for Rural Electrification Original Sheet No. 10".)

This agreement and contract made and entered into this 12 day of March 1934, by and between The General Utilities Company, hereinafter called the company and Dan Kryling hereinafter called the Customer, and Dan Kryling hereinafter called the Owner, who represents to said Company that he is the owner in fee of the property hereinafter described.

The Customer hereby requests the Company to construct a service connection, install a meter or meters, and supply electric service for :

x Residential and Farm Lighting and small power. ---- Commercial Lighting and small power.
 --- General Power. ---- Refrigeration and cooking.

At his --- resident --- farm, --- store, --- place of business on Malinta, Rt. 2 # Monroe Township, Henry County, State of Ohio,

The property to be served is more particularly described as follows, to-wit:

$\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 17 Town 4 North, Range 7 East, Monroe Township, Henry County, Ohio.

The Customer agrees and guarantees to take service requested, and to pay the Company for said electric service in accordance with the Optional Plan for Rural Electrification as filed with The Public Utilities Commission of Ohio.

The Customer guarantees that the total payment to the Company for the service for each month during the following four (4) year period shall not be less than \$2.75 per month which sum is set forth in the Optional Plan for Rural Electrification, depending upon the construction cost of the extension made to serve the Customer, and the Customer agrees to pay such guarantee during said four (4) years, unless said guaranteed amount is changed as provided for in the Optional Plan for Rural Electrification.

The Customer and the owner, do for themselves and their heirs, executors, administrators, and assigns, sell, transfer, and convey to the Company their entire interest and property in and to said extension and / or service connection including the appurtenances thereto belonging and further do grant to the Company for themselves, their heirs, executors, administrators, and assigns the permanent right to operate and maintain its lines as now established and to construct, operate and maintain said extension and / or service including the necessary poles and fixtures, over, thru, and along said property and also along the roads, streets, or highways adjoining said property, including the right to set the necessary guys, anchors, and brace poles, and also to trim any and all trees that may interfere with the operation and maintenance of said lines or that may menace their operation, at any time the said Company may deem same to be necessary.

The Customer desires that the service be rendered as measured by the Company's meter or meters under Rate Schedule or schedules which schedule or schedules are lawfully on file with The Public Utilities Commission of Ohio, and does hereby agree and guarantee to pay monthly for said service rendered at the Company's office or to its authorized agent.

The Customer agrees to be bound by the terms and conditions of the Company's Standard Rules and Regulations pertaining to the furnishing of electric service as filed with the Public Utilities Commission of Ohio and by the terms of such reasonable amendments thereto as may be filed from time to time by the Company.

No employee or agent of the Company is authorized to make any changes in the above agreement.

In the presence of
 Henry Geist

Misc 4-196

EXHIBIT //

Signed

Dan Kryling , Customer.

Dan Kryling, Owner

Sarah Kryling, Owner's wife or husband.

State of Ohio,
County of Henry, ss.

The General Utilities Company,
By C. F. March.

Before me, as Notary Public, in and for said County, personally
appeared Dan Kryling and Sarah Kryling who acknowledge that they did sign the foregoing
instrument, and that the same is their free act and deed.

(Notarial seal)
Henry Geist.

Henry Geist,

Notary Public.

Received for Record September 1st. 1934,
at 9:14 o'clock A.M., and
Recorded September 4th. 1934.
Fee \$1.00

Alex. Powers
Recorder.