

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

4919 West Lakeshore, Port Clinton, OH

Revised Date:

Number of Revisions:

Commitment No.: **805003**

1. Effective Date: **April 28, 2014, 7:30 am**

2. The policy or policies to be issued are:

POLICY AMOUNT

(a) ALTA Owner's Policy of Title Insurance (6/17/06)

To Be Determined

Proposed Insured: **Bona Fide Purchaser**

(b)

Proposed Insured:

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:
Nugix LLC, an Ohio limited liability company (OR1172/831)

5. Legal description of the land:

SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

Situated in the Township of Erie, County of Ottawa and State of Ohio and known as being Lot No. eight (8) in the Plat of the Third Re-Plat of the Re-Plat of Lot No. three (3) Erie Industrial Park Subdivision recorded in Volume 51 at page 50-52, Ottawa County, Ohio Plat Records.

Parcel No. 016-06645-00001-000

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SCHEDULE B - SECTION I REQUIREMENTS

Commitment No: **805003**

Effective Date: **April 28, 2014**

The following are the requirements to be complied with:

- a. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured..
- b. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
- c. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 1. Mortgage shown at item(s) 9 and 10 of Schedule B-Section 2 to be released of record.
 2. Record a duly executed Deed from the present owner and spouse, if any, to a Bona Fide Purchaser. NOTE: We must be furnished a copy of (1) the articles of organization, (2) written operating agreement and all amendments thereto, (3) current membership roster and (4) a certificate of good standing of said limited liability company. Unless the deed of trust is executed by all members, we must also be furnished evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices and actions relating to the sale and the execution and delivery of the note and deed of trust as required under applicable law and the governing documents have been conducted, given or properly waived.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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SCHEDULE B - SECTION II EXCEPTIONS

Commitment No: **805003**

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Schedule B of 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, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or 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 theretofore or hereafter furnished, imposed by law and not shown by 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 the 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. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas coal and other mineral interest together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. Mortgage from Nugix LLC, an Ohio limited liability company, to Richard Kennedy, dated May 6, 2010, filed for record May 7, 2010 at 2:26 PM and recorded as OR1317/11, in the amount of \$450,000.00. Unreleased of record.
10. Mortgage from Nugix LLC, an Ohio limited liability company, to Richard Kennedy, dated May 6, 2010, filed for record May 7, 2010 at 2:26 PM and recorded as OR1317/15, in the amount of \$150,000.00. Unreleased of record.
11. Said premises are liable for the balance of the following assessment(s):

Erie Industrial Park Sanitary Sewer	2013	2014 to 2027
	\$1,178.94	Not Yet Apportioned
- Current and prior installments have been certified to the tax duplicate and included with the taxes.
12. Taxes for the first half of the year 2013 in the amount of \$2,847.14 are paid. (Parcel 016-06645-00001-000)
Taxes for the last half of the year 2013 in the amount of \$2,847.14 due and payable June, 2014, are not

paid.

Taxes for the year 2014 are a lien, not yet due or payable.

NOTE: The above taxes reflect the House Bill Credit #920 on each half tax.

We have made no examination for taxes or assessments, which do not appear on the current tax duplicate.

NOTE: The above taxes are taken from the Treasurer's computer. The 2014 tax duplicate is not yet available; therefore, we assume no liability for the accuracy of said computer.

13. If applicable, said premises are subject to unpaid charges, if any, for sewer and/or water services provided to said premises.
14. The Plat of the Plat of the Third Re-Plat of the Re-Plat of Lot 3 Erie Industrial Park as recorded in Volume 51 of Plats, page 50-52, Lucas County Records, shows building lines and rights of way and recitals as indicated on plat.
NOTE: The roadways are for the use of the owners of the lots therein.
15. Easement recorded as Deed Volume 233, page 1045.
16. Easement recorded as Deed Volume 245, page 632.
17. Easement recorded as Deed Volume 232, page 31.
18. Easement recorded as Deed Volume 237, page 544; Deed Volume 285, page 190; and Deed Volume 304, page 620.
19. Reciprocal Easement Agreement recorded as Deed Volume 316, page 862.
20. Reservations recorded as Deed Volume 314, page 373 and Deed Volume 314, page 376.
21. Easement recorded as Deed Volume 325, page 296.
22. Reservations recorded as Deed Volume 229, page 432.
23. Easement recorded as Deed Volume 229, page 450 and Assignment recorded as Deed Volume 229, page 1075.
24. Recitals recorded as Deed Volume 236, page 170 and Deed Volume 236, page 173.
25. Easement recorded as Deed Volume 295, page 319.
26. Easement recorded as OR1216/91.
27. Easement recorded as OR1222/97.
28. Recitals recorded as OR1172/831.

NOTE: If Policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions or Insured Closing Service for compliance with the requirements of any consumer protection or truth in lending law in connection with said mortgage loan.

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.