 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a Ohio 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/>>.

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

File No.: 17-3257

1. Effective Date: October 5, 2017 at 07:59 AM

2. Policy (or Policies) to be issued: AMOUNT

a. ALTA Owners Policy (06/17/06) TBD

Proposed Insured: TBD

3. The estate or interest in the land described or referred to in this Commitment is:  
(Identify estate covered, i.e. Fee, Leasehold, etc.)

Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

R.A. Patterson Farms, LLC, SOT: Official Record Volume 565, Page 456, Coshocton County, Ohio

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

SEE EXHIBIT A ATTACHED HERETO


Issuing Agent: Heartland Title Agency, LLC  
Agent ID No.: 5108708  
Address: 138 East Jackson Street  
City, State, Zip: Millersburg, OH 44654  
Telephone: (330)674-3055

Heartland Title Agency, LLC



Daniel L. Mathie, Vice President  
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.

 <b>First American Title™</b>	Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

File No.: 17-3257


**REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:  
Warranty Deed from R.A. Patterson Farms, LLC to TBD.
3. All funds payable to Heartland Title Agency, LLC ("HTA") must be "good funds" and "immediately available" as of the day of closing, as required by HTA's Good Funds Policy and Ohio Revised Code §1349.21. For all Residential Real Property transactions, funds must be delivered by electronically transferred funds via the real time gross settlement system provided by the Federal Reserve ("Wire Transfer") no later than the morning of the day of closing. For all Non-Residential Real Property transactions, funds must be delivered by cashier's check or certified check no later than 2:00 p.m. on the day prior to closing or by Wire Transfer no later than the morning of the day of closing. A copy of HTA's Good Funds Policy is available upon request.
4. Execution by Sellers of Closing Affidavit in form acceptable to Heartland Title Agency, LLC, regarding off-record matters including: improvements and/or repairs or alterations thereto are completed; contractor, subcontractors, labor and materialmen are all paid; liens; encroachments; and other matters.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the premises or who will make a loan on the premises . We may then make additional requirements and exceptions.
6. Payment and Release of any liens shown in Schedule B, Section II.
7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due or payable.
8. Approval by the Coshocton County Tax Map Office that the legal description is suitable for transfer.
9. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
10. Receive the following regarding R.A. Patterson Farms, LLC, an Ohio limited liability company:
  - a. Evidence that it is properly formed (copy of the Articles of Organization filed in the Office of the Ohio Secretary of State);
  - b. Evidence that it is in current good standing;
  - c. Copy of its Operating Agreement (must be reviewed to verify that all internal governance requirements are complied with regarding the authorization of the transactions and authorization of the appropriate members(s)/officer(s)/manager(s) to sign and deliver the promissory note, mortgage, other loan documents, affidavit and any other closing documents);

**SCHEDULE BI**  
(Continued)

d. Copy of the Resolution of All the Members authorizing the transactions and authorizing the appropriate members(s)/officer(s)/manager(s) to sign and deliver the promissory note, mortgage, other loan documents, affidavit and any other closing documents.

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

File No.: 17-3257

**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 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 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 instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. The land described in Exhibit A is listed for the purposes of taxation on the County Auditor's Duplicate as follows:

Parcel No.: 0060000033800 96 acres

Valuation: Land: \$134,100.00 Buildings: \$0  
CAUV: \$129,450.00

In the Name of: Patterson, R.A. Farms LLC

Taxing District: Clark Township - West Holmes School District

The County Treasurer's books show taxes for the year 2016 are \$991.15 per half and full year taxes are paid. All prior taxes are paid in full. Taxes for the year 2017 have not been determined, but are a lien, not yet due and

## SCHEDULE BII

(Continued)

payable. There is a Muskingum Watershed special assessment in the amount of \$3.00 per half, which amount is included in the real estate taxes.

Delinquent utility charges, weed cutting and waste removal charges may become a lien on the subject 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 payments.


Subject to increases in taxes and valuations due to voted levies and/or revaluations not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Section 5715.19 O.R.C. Further subject to additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

10. The Land described in Exhibit A appears on the Agricultural Land Tax List pursuant to ORC Chapter 5713. The Company is not liable for any loss or damage nor attorneys fees or costs due to any future recoupment of real estate taxes pursuant to ORC Section 5713.34 upon the conversion of all or part of said Land to a non-agricultural use.
11. Mortgage from R.A. Patterson Farms, LLC, an Ohio Limited Liability Company, to Farm Credit Services of Mid-America, FLCA dated December 28, 2011 and recorded February 21, 2012, at 10:13 a.m. in Volume 565, Page 459 of the Official Records of Coshocton County, Ohio, securing the principal sum of \$342,000.00.
12. Mortgage from Roger A. Patterson and R.A. Patterson Farms, LLC, to Town & Country Coop, Inc., dated December 9, 2014 and recorded December 9, 2014, at 11:28 a.m. in Volume 657, Page 622 of the Official Records of Coshocton County, Ohio, securing the principal sum of \$100,000.00.
13. Memorandum of Agreement to Frank Shee recorded at Volume 11, Page 164 of the Lease Records of Coshocton County, Ohio.
14. Electric Line Right of Way to Muskingum Valley Farm Bureau Electric Cooperative, Inc. recorded at Volume 165, Page 202 of the Deed Records of Coshocton County, Ohio.
15. Telephone Line Right of Way to Ohio Central Telephone Co. recorded at Volume 201, Page 57 of the Deed Records of Coshocton County, Ohio.
16. Telephone Line Right of Way to Ohio Central Telephone Corp. recorded at Volume 247, Page 560 of the Deed Records of Coshocton County, Ohio.
17. Electric Line Right of Way to Muskingum Valley Farm Bureau Electric Corp. recorded at Volume 229, Page 610 of the Deed Records of Coshocton County, Ohio.
18. Pipeline Right of Way to Columbia Gas Transmission recorded at Volume 325, Page 711 of the Deed Records of Coshocton County, Ohio.
19. Oil & Gas Lease to Impact Petroleum, Inc. recorded at Volume 119, Page 202 of the Lease Records of Coshocton County, Ohio.
20. Easement and Right of Way Access to Roberta J. Eppley recorded at Volume 326, Page 871 of the Deed Records of Coshocton County, Ohio.
21. 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 any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land.
22. Subject to the rights of the public in and to any portion of the premises lying within a publicly dedicated street, road, highway or alley.

**SCHEDULE BII**  
(Continued)

23. This Commitment for Title Insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and Heartland Title Agency, LLC (hereinafter "HTA") or First American Title Insurance Company (hereinafter "First American") shall have no obligation outside the terms of the commitment. Specifically, any title search or examination conducted by examiners as a basis for issuing this commitment shall be for the benefit of HTA and First American only, and does not insure to the benefit of any other party, including any seller, purchaser or lender. In event any proposed insured under this commitment fails to acquire, or elects not to acquire a final title policy prior to the expiration date of the commitment, said proposed insured shall have no cause of action or recourse against HTA or First American and in no event shall any proposed insured have any claim or cause of action against HTA or First American based on the title search or examination. By accepting the within commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.
24. Any Claim by the State of Ohio for reimbursement of Medicaid funds.
25. NOTE: This policy deletes therefrom any covenant, condition or restriction indicating a preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
26. This policy does not guarantee or insure the quantity of land or acreage shown in Exhibit A.
27. NOTE: No examination was made under the estate created under the instruments described above in Schedule B.



 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

File No.: 17-3257

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COSHOCTON, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

Being a part of the First Quarter, Clark Township, T-7 N, R-7 W, Coshocton County, Ohio, also known as all of the lands conveyed to Roberta J. Eppley in Deed Record 326 page 868, #0060000033800 (all - 57.381 acres) and also known as a part of the lands conveyed unto Walter E. and Roberta J. Eppley in Deed vol. 296 page 43, #0060000008200 (part - 7.593 acres), #0060000008300 (part - 23.922 acres) and #0060000008500 (part - 7.104 acres).

Described as follows:

Commencing at a 5/8 inch rebar found marking the southeast corner of Lot 6 of the Second Quarter, Clark Township, thence N 03 degrees 47' 30" E 343.98 feet along the east line of said Lot 6 and along the quarter township line to a 1/2 inch pipe found, thence S 89 degrees 13' 14" E 1517.23 feet along Merlin D. Mullet Revocable Living Trust's (O.R. vol. 531 page 609) south line to an iron pin set the TRUE POINT OF BEGINNING.

thence with the following TWENTY-TWO (22) COURSES:

- 1) S 89 degrees 13' 14" E 138.69 feet along said Mullet's south line to a 5/8 inch rebar found;
- 2) N 85 degrees 40' 21" E 661.58 feet along Allen K., Sr. and Clara R. Byland Family Trust's (O.R. vol. 560 page 106) south line to a 5/8 inch rebar found;
- 3) N 70 degrees 49' 46" E 496.24 feet partly along said Byland and partly along Mark P. Hoxworth's (O.R. vol. 511 page 312) south line to a 5/8 inch rebar found;
- 4) S 88 degrees 57' 47" E 564.42 feet along said Byland's south line to a 5/8 inch rebar found on Holmes Woodland Inc.s (O.R. vol. 365 page 616) west line;
- 5) S 02 degrees 21' 50" W 2256.03 feet along said Holmes Woodland Inc.'s west line to a 5/8 inch rebar found;
- 6) S 82 degrees 26' 15" W 266.66 feet partly along Doughty Creek and through the lands of said Eppley to a point, witnessed by an iron pin set N 14 degrees 55' 23" E 36.56 feet;
- 7) N 57 degrees 37' 07" W 474.82 feet along Doughty Creek and through the lands of said Eppley to a point, witnessed by an iron pin set N 26 degrees 58' 43" E 25.10 feet;
- 8) N 77 degrees 02' 56" W 358.03 feet along the old channel of Doughty Creek and through the lands of said Eppley to a point in Doughty Creek, witnessed by an iron pin set N 26 degrees 11' 09" E 100.50 feet;
- 9) S 26 degrees 11' 09" W 607.74 feet along Doughty Creek and through the lands of said Eppley to a point, witnessed by an iron pin set N 87 degrees 25' 50" W 19.00 feet;
- 10) S 25 degrees 40' 36" E 173.26 feet along Doughty Creek and through the lands of said Eppley to a point, witnessed by an iron pin set N 72 degrees 55' 44" W 35.00 feet;
- 11) S 55 degrees 39' 43" W 336.68 feet along Doughty Creek to a point in T.R. 419, witnessed by an iron pin set N 18 degrees 11' 33" W 55.91 feet;
- 12) S 59 degrees 44' 45" E 164.99 feet along the centerline of T.R. 419 to an iron pin set in the center of T.R. 312;
- 13) S 39 degrees 51' 01" W 589.53 feet along the centerline of T.R. 312 to an iron pin set;
- 14) S 32 degrees 57' 55" W 49.06 feet along the centerline of T.R. 312 to a point, witnessed by an iron pin set N 02 degrees 48' 49" E 28.27 feet;
- 15) N 02 degrees 48' 49" E 961.67 feet along Double D. Ranch Inc.'s (Deed Record 352 page 651) east line to a point in the center of T.R. 419;
- 16) S 32 degrees 16' 25" E 104.38 feet along the centerline of T.R. 419 to a point, witnessed by an iron pin set N 02 degrees 48' 49" E 24.60 feet;
- 17) N 02 degrees 48' 49" E 284.24 feet through the lands of said Eppley to an iron pin set;
- 18) N 86 degrees 03' 06" W 130.23 feet through the lands of said Eppley to an iron pin set;
- 19) N 32 degrees 01' 24" W 91.78 feet through the lands of said Eppley to an iron pin set;

**EXHIBIT A**  
(Continued)

- 20) N 03 degrees 45' 43" E 259.64 feet through the lands of said Eppley to an iron pin set;
- 21) N 76 degrees 53' 59" W 60.79 feet through the lands of said Eppley to an iron pin set;
- 22) N 03 degrees 46' 55" E 1710.15 feet through the lands of said Eppley to the TRUE POINT OF BEGINNING.

This parcel **contains 96.000 acres**, but subject to all highways and easements of record.

All iron pins set are 5\8 inch rebars with a plastic identification cap marked "Baker 6938".

Bearings from Official Record vol. 467 page 801.

This survey made and description prepared by Donald C. Baker, P.S. 6938.  
December 16, 2011

Plat is on record at the County Engineer's Office.

**Parcel No.: 006-00000338.00**