



**ALTA Commitment For Title Insurance  
(Adopted 08-01-2016; Technical Corrections 04-02-18)**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
WESTCOR LAND TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

**WESTCOR LAND TITLE INSURANCE COMPANY**



By: Mary O'Donnell  
President  
Attest: [Signature]  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.*



**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 counter-signature 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.
- (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**

Arbitration provision intentionally removed.

Allodial Title, LLC  
1555 Lake Shore Drive  
Columbus, OH 43204  
(614) 222-4844  
Commitment Number: 23-007298  
Property Address: 377-387 Lechner Avenue, Columbus, OH 43223

**SCHEDULE A**

Effective Date: March 24, 2023 at 8:00 A.M.

1. Policy or Policies to be issued:

Owner's: (2006 ALTA) \$285,100.00

Proposed Insured: Three M LLC.

Loan: (2006 ALTA) \$NONE

Proposed Insured: NONE.

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the Effective Date hereof vested:

**Oren H. Investments, LLC**


**Source of Title:**

Deed dated April 23, 2019, filed May 1, 2019, recorded as Instrument Number 201905010050085, Franklin County, Ohio records

3. The land referred to in this Commitment is described in Exhibit A, which is attached hereto and made a part hereof.

This policy valid only if Schedule B is attached.

**WESTCOR LAND TITLE INSURANCE COMPANY**

By:   
Gail C. Hersh, Jr., Agent  
Authorized Signatory

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**EXHIBIT A**

Situated in the State of Ohio, County of Franklin and in the City of Columbus and bounded and described as follows:

Being 90 feet off the East end of Lot Numbers Sixty (60), Sixty-one (61) and Sixty-two (62) of MOLING & LECHNER'S ADDITION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, Page 95, Recorder's Office, Franklin County, Ohio.

Parcel Number: 010-002953-00

Property Address: 377-387 Lechner Avenue, Columbus, OH 43223

**SCHEDULE B - SECTION I  
REQUIREMENTS**

All of the following Requirements must be met:

1. You must tell us in writing the name of anyone not referred to in this document who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions.
2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay us the premiums, fees, and charges for the policy.
4. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
5. Proper deed from the titleholder to the proposed insured purchaser.
6. Title company must receive: (1) documentary evidence issued by the Secretary of State that Tree M LLC is a duly registered legal entity in good standing; and (2) the Operating Agreement, including any amendments thereto, of Tree M LLC, or a Resolution executed by all of the members of Tree M LLC authorizing purchase and directing the proper member/manager to execute the documents on behalf of the limited liability company.
7. Proper completion, with all court costs paid, of Pending Foreclosure Case No. 21CV006391, Common Pleas Court, Franklin County, Ohio.
8. Payoff and satisfaction or release of liens as shown in Schedule B, Section II.
9. Pay all taxes and assessments currently due, payable or delinquent.

**SCHEDULE B - SECTION II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public record.
4. Rights or Claims of parties in possession not shown by the public records.
5. Easements or claims of easements not shown by the public records.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. Assessments, if any, not yet certified to the County Auditor.
10. TAXES FOR THE YEAR 2022 AND 2023:

Assessed in the name of Oren H. Investments, LLC

Parcel Number: 010-002953-00

Physical Street Address: 377-387 Lechner Avenue, Columbus, OH 43223.

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TOTAL VALUATION: \$63,000.00

Land Value: \$11,690.00, Building Value: \$51,310.00

The taxes for the first installment are in the amount of \$2,362.27 and are delinquent. The taxes for the second installment are in the amount of \$2,362.27 and are not yet due or payable.

The Total amount due as of the effective date of this report (including delinquencies, penalties and interest, if any) is \$21,780.53.

Spring Assessment for RR No Response in the amount of \$75.00 is unpaid.

Fall Assessment for RR No Response in the amount of \$75.00 is unpaid.

Spring Assessment for Delq Sewer Rental Columbus in the amount of \$298.81 is unpaid.

Fall Assessment for Delq Sewer Rental Columbus in the amount of \$298.80 is unpaid.

The Treasurer has a first lien for taxes in an amount to be determined.

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 by the State, County, Municipality, Township or other taxing authority.

Taxes for the year 2023 are undetermined and a lien, not yet due and payable.

11. Subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.
12. Liens in favor of the State of Ohio filed, but not yet indexed in the dockets of the Franklin County Common Pleas Clerk.
13. 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.
14. 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 (unless required by the Purchase Agreement and/or City Ordinance). The proposed insured is cautioned to obtain the current status of these payments.

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15. The foreclosure action styled Sharestates Investments DACL, LLC vs. Oren H. Investments LLC, was filed of record in Franklin County as Case No. 21CV006391 on October 22, 2021. Pending.
16. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
17. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
18. Subject to unfiled mechanic's and materialmen's liens which may be filed pursuant to O.R.C. 1311.21(C).
19. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.

SOURCE OF TITLE:

Being the same property conveyed to Oren H. Investments, LLC who acquired title by virtue of a deed from Kusi-Bryant Realty, LLC, dated April 23, 2019, filed May 1, 2019, recorded as Instrument Number 201905010050085, Franklin County, Ohio records.

\*\*\*END\*\*\*