



**Transaction Identification Data, for which the Company assumes no liability as set forth in  
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services  
Issuing Office: Skylight Tower, 1660 West 2nd Street, Suite 650, Cleveland, OH 44113  
Issuing Office's ALTA® Registry ID: 1005190  
Commitment Number: NCS-1202684-CLE  
Issuing Office File Number: NCS-1202684-CLE  
Property Address: 86 Owen Brown Street, Hudson, OH 44236  
Revision Number:

**SCHEDULE A**

1. Commitment Date: December 14, 2023 at 7:29 AM
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: Fairmount Properties LLC, an Ohio limited liability company  
Proposed Amount of Insurance: \$1,200,000.00  
The estate or interest to be insured: See Item 3 below
  - b. ALTA® Standard Loan Policy  
Proposed Insured: To Be Furnished  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#)  
  
RLM INVESTMENTS II, LLC, an Ohio limited liability company, by Quit-Claim Deed recorded as Instrument No. [56786166](#)
5. The Land is described as follows:

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

**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 No. NCS-1202684-CLE

**SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the Policy or Policies to be issued.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. Receipt and review of an acceptable survey of the Land if the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of said survey.
7. Submit to the Company the proper authority documents authorizing the transfer of interest of the parties and/or entities involved in this transaction.
8. A completed DTE 100 Form, or DTE 100EX Form if applicable, signed by the Grantee, must be presented with any deed or 99-year lease to be recorded for the purpose of paying the transfer tax or being exempted therefrom. An acceptable supporting affidavit must be presented with a DTE 100EX Form.
9. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.
10. The Company may make additional exceptions and/or requirements upon (a) its review of the documents creating the estate or interest to be insured; (b) its review of other documentation pertinent to this transaction; and (c) ascertaining other details of the transaction.
11. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
12. The following will be required with respect to a Limited Liability Company:

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- A. A copy of the operating agreement and any amendments thereto as well as a Certificate of Full Force and Effect or comparable state certificate issued by the Secretary of State of the limited liability company's state of domicile must be provided by the Company.
  - B. Other requirements may be imposed by the Company following its review of the documentation required herein.
13. Submit to the Company the Operating Agreement, including any amendments thereto, of Fairmount Properties LLC, an Ohio limited liability company, and the Certificate from the appropriate offices in its state of domicile evidencing proper filing of the Articles of Organization.
14. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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Commitment No. NCS-1202684-CLE

**SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
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, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Rights of parties in possession of all or any part of the Land, 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 are 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, pursuant to Ohio Revised Code Section 1509.31(D).
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

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9. 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.

10. Taxes and Assessments for the year 2022:

Assessed in the name of:RLM INVESTMENTS II LLC

Parcel No.: 3201121

First half taxes in the amount of \$5,383.50 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$5,383.50 , including current assessments, if any, is Paid.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$34,160.00

Improvements: \$99,430.00

Total: \$133,590.00

Taxes and Assessments for the year 2023 and subsequent years are a lien, not yet due or payable

(Affects Parcel No. 2)

11. Taxes and Assessments for the year 2022:

Assessed in the name of:RLM INVESTMENTS II LLC

Parcel No.: 3201120

First half taxes in the amount of \$515.62 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$515.62 , including current assessments, if any, is Delinquent.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$576.65.

Exemption amount: \$0.00

Land: \$10,080.00

Improvements: \$2,040.00

Total: \$12,120.00

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Taxes and Assessments for the year 2023 and subsequent years are a lien, not yet due or payable

(Affects Parcel No. 1)

12. Right of way easement in favor of The Village of Hudson, Ohio Dated: May 31, 1930 Recorded: November 21, 1930 Instrument No.: / [Volume 1419, Page 509](#). Subject to the terms and conditions thereof.  
Affects: The land and other property.
13. Rights of the public and public utilities in and to that portion of the land lying within the bounds of any publicly dedicated street(s).
14. Any reference to acreage or area in the description of the land in Schedule A is for informational purposes only and the accuracy of the area stated is not insured.

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Commitment No. NCS-1202684-CLE

**EXHIBIT A**

The Land referred to herein below is situated in the County of SUMMIT, State of OHIO, and is described as follows:

Parcel No. 1:

Being part of Old Lot No. 55 and of Block No. 20 in said Village of Hudson, and more particularly described as follows:

Commencing at an iron pin set at the point of intersection of the center line of Second Street with the southerly line of Brown Street; thence westerly along said southerly line of Brown Street, 333 feet to the true place of beginning. Thence in a southerly direction, along a line running at right angle to said southerly line of Brown Street 239.25 feet to a point; thence in a westerly direction along a line running parallel to said southerly line of Brown Street 66 feet to a point; thence in a northerly direction along a line at right angle to said southerly line of Brown Street 239.25 feet to a point on said southerly line of Brown Street; thence in an easterly direction, along said southerly line of Brown Street, 66 feet to the true place of beginning. Said parcel containing 0.36 acres, be the same more or less.

Parcel No.2:

Being part of Original Lot No. 55, formerly Hudson Township, and more particularly described as follows:

Beginning at an iron pin in the south line of Brown Street at the northwest corner of the Village property as described in Summit County Deed Records, [Volume 1419, Page 509](#), which iron pin is also the northeast corner and is described in Deed Record [Volume 2771, Page 48](#) as being 399 feet west of an iron pin at the intersection of said south line with the center line of Second Street; thence S. 0° 18' 28" W. 239.25 feet along the west line of the Village property to an iron pin; thence S. 89° 41' 32" E. 66 feet along the south line of the Village property to an iron pin; thence S. 12° 07' 28" W. 75.69 feet to an iron pin; thence N. 88° 44' 32" W. 170.53 feet to an iron pin; thence N. 0° 18' 28" E. 310.65 feet to an iron pin in the south line of Brown Street; thence S. 89° 41' 32" E. 120 feet to the beginning and containing 0.957 acres of land, be the same more or less.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN 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.

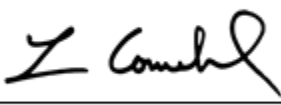
**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## **COMMITMENT CONDITIONS**

### **1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

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- 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; and
  - 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**11. ARBITRATION**

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

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