



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL 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, Old Republic National Title Insurance Company, (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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issuing Agent:
Network Land Title Agency, LLC
105 Cleveland Street
Elyria, OH, 44035
888-658-0037

Judith A. Glenn
Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

President

Attest

Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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 a counter-signature by the Company or its issuing agent that may be in electronic form.

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.

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.

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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

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
- f. and authenticated by a person authorized by the Company.
- g. 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.

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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.

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

Issuing Agent: Network Land Title Agency, LLC
Issuing Office: 105 Cleveland Street, Suite 200, Elyria, OH 44035
Issuing Office's ALTA® Registry ID: 1215094
Loan ID No.:
Commitment No.: 25-2100NLT-1
Issuing Office File No.: 25-2100NLT
Property Address: 412 East River Street, Elyria, OH 44035

**SCHEDULE A
COMMITMENT**

1. Commitment Date: December 23, 2025 at 7:59 A.M.
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
Proposed Insured: To Be Determined
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple
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:

The de la Pena Family Limited Partnership and, as disclosed in the Public Records, has been since May 18, 1995

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Issuing Agent:
Network Land Title Agency, LLC
105 Cleveland Street
Elyria, OH, 44035
888-658-0037



Judith A. Glenn
Authorized Signatory

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SCHEDULE B I COMMITMENT

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. 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.
5. Properly executed deed from The de la Pena Family Limited Partnership To TBD
6. Release of any mortgage or liens shown on Schedule B, Section II

FOR INFORMATION ONLY- 24 Month Chain of Title

The de la Pena Family Limited Partnership has been in title from November 18, 1995 until present date by [Deed Volume 1084, Page 19](#) of Lorain County Records.

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SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

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 which are not shown by the public record but which could be ascertained by an accurate survey of the 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 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. NOTE: Upon receipt of a satisfactory Affidavit of Agreement this exception will be deleted.
5. Rights or claims 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. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of the Policy
8. Oil, gas, coal and other mineral interests together with rights appurtenant thereto whether created by deed, lease, grant reservation, severance, sufferance or exception.

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SCHEDULE B - PART II

(Continued)

9. The Lorain County Treasurer's Tax Duplicate listing premises known as Permanent Parcel No. 06-25-081-000-001 shows taxes and special assessments for the first half of 2024, in the amount of \$5,201.46 are paid.

Taxes and special assessments for the second half of 2024, in the amount of \$5,201.46 are paid.

Land: \$40,820.00
Building: \$132,280.00
Total: \$173,100.00

The Lorain County Treasurer's Tax Duplicate listing premises known as Permanent Parcel No. 06-25-083-000-009 shows taxes and special assessments for the first half of 2024, in the amount of \$46.28 plus penalty and interest, if any, are UNPAID and DUE.

Taxes and special assessments for the second half of 2024, in the amount of \$46.28 plus penalties and prior delinquencies in the amount of \$302.61 are UNPAID and DUE.

Land: \$1,540.00
Building: \$0.00
Total: \$1,540.00

The Lorain County Treasurer's Tax Duplicate listing premises known as Permanent Parcel No. 06-25-082-000-002 shows taxes and special assessments for the first half of 2024, in the amount of \$138.83 plus penalty and interest, if any, are UNPAID and DUE.

Taxes and special assessments for the second half of 2024, in the amount of \$138.83 plus penalties and prior delinquencies in the amount of \$909.44 are UNPAID and DUE.

Land: \$4,620.00
Building: \$0.00
Total: \$4,620.00

The Lorain County Treasurer's Tax Duplicate listing premises known as Permanent Parcel No. 06-25-080-000-015 shows taxes and special assessments for the first half of 2024, in the amount of \$115.69 plus penalty and interest, if any, are UNPAID and DUE.

Taxes and special assessments for the second half of 2024, in the amount of \$115.69 plus penalties and prior delinquencies in the amount of \$757.87 are UNPAID and DUE.

Land: \$3,850.00
Building: \$0.00
Total: \$3,850.00

Taxes and special assessments, if any, for the year 2025 are a lien, but are not determined, and are not due as of the date of this document.

NOTE: We have completed a Special Tax Search on the above property herein and find NONE

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SCHEDULE B - PART II

(Continued)

10. Anything to the contrary notwithstanding, this Policy, when issued shall not insure for loss or damage, and the Company shall not be liable for attorneys' fees and defense costs, by reason of any requirement by the County for a new survey and description prior to transfer pursuant to those standards governing conveyances as adopted by Lorain County, as authorized by O.R.C. Section 319.20.
11. Certificate of Judgment in favor of Department of Taxation against Raymundo & Beatrice De La Pena in Court of Common Pleas of Lorain County in the amount of \$8,315.40, plus costs and interest, filed for record on August 2, 2022, in [Judgement Number 12CJ060079](#) and renewed in [Judgement Number 22CJ149843](#).
12. Civil Case between Alexander de la Pena and The de la Pena Limited Partnership filed June 10, 2025 as recorded in [Civil Case Number 25CV216784](#) Lorain County Clerk of Court of Common Pleas. Case Pending.
13. Lease by and between Consolidated Rail Corporation and National Railroad Passenger Corporation, filed November 17, 1978 as recorded in [Lease Volume 100, Page 856](#) of Lorain County Records.
14. Conditions and Reservations in the instrument by and between Robert W. Blanchette, Richard C. Bond and John H. McArthur, As Trustees of the Property of Penn Central Transportation Company, Debtor and Consolidated Rail Corporation filed January 24, 1979 as recorded in [Deed Volume 1226, Page 492](#) Lorain County Records.
15. Agreement and Reservations in the instrument by and between Consolidated Rail Corporation, a Corporation of the Commonwealth of Pennsylvania and Theodore S. Altfeld and Leon S. Altfeld, co-partners t/a T & L Properties, an Ohio Partnership filed July 3, 1980 as recorded in [Deed Volume 1262, Page 787](#) Lorain County Records.
16. Covenants in the Instrument by T & L Properties to National Park Service Through the Ohio Historical Society filed December 7, 1983 as recorded in [Deed Volume 1332, Page 771](#) Lorain County Records.
17. Easement in the Instrument from Raymundo de la Pena M.D. to Ohio Edison Company, an Ohio Corporation filed April 27, 1987 as recorded in [Deed Volume 1419, Page 914](#) Lorain County Records.
18. Easement in Supplemental Final Order and Judgment from US District Court- Telecommunication Cable/Railroad Corridor Class Settlement Agreement, for AT&T Corp, filed February 28, 2007 as recorded in [Instrument No. 20070192181](#) Lorain County Records.

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EXHIBIT A

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

Situated in the City of Elyria, County of Lorain and State of Ohio: Being known as part of Original Elyria Township Lots Nos. 80, 81, 82 and 83, East of Black River and more definitely described as follows: Beginning at an iron pin set at the intersection of the Northerly sideline of Buckeye Street, 50 feet wide and the Easterly sideline of East River Street, 66 feet wide; Thence North 73 deg. 54' East in the Northerly sideline of Buckeye Street, a distance of 492.80 feet to a point; Thence North 16 deg. 06' West in a line parallel to and 41.96 feet distant Westerly from the Easterly line of a 1.214 acre parcel conveyed to Theodore S. and Leon S. Altfeld, as recorded in Volume 1262, Page 787 of Lorain County Deed Records, a distance of 96.41 feet to a point in the Northerly line of said 1.214 acre parcel; Thence South 73 deg. 54' West in the Northerly line of said 1.214 acre parcel, a distance of 520.08 feet to an iron pin set in the Easterly sideline of East River Street; Thence South 31 deg. 54' East in the Easterly sideline of East River Street, a distance of 100.20 feet to the place of beginning; Enclosing a parcel containing 1.121 acres of which about 0.207 acre is within Original Lot 80, about 0.595 acre is within Original Lot 81, about 0.241 acre is within Original Lot 82, and about 0.078 acre is within Original Lot 83, but subject to all legal highways, as surveyed by Kleinoeder-Schmidt & Associates, Consulting Engineers and Surveyors, in June of 1986.

Permanent Parcel Nos. 06-25-081-000-001; 06-25-083-000-009
06-25-082-000-002; 06-25-080-000-015