

SMART TITLE INVESTORS OF OHIO, LLC
Subscription Agreement

Units

INVESTOR: _____

Dated: _____

IMPORTANT CONSIDERATIONS

THE UNITS ACQUIRED PURSUANT TO THE SUBSCRIPTION AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS, BUT HAVE BEEN REGISTERED WITH THE OHIO STATE SECURITIES COMMISSION, BUT WITH NO OTHER STATE SECURITIES COMMISSION. IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THE UNIT UNLESS THE INVESTOR INTENDS TO ACQUIRE THE UNITS FOR PURPOSES OF INVESTMENT RATHER THAN RESALE. THE AGREEMENTS, ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES MADE HEREIN WILL BE RELIED UPON BY THE COMPANY IN COMPLYING WITH OBLIGATIONS UNDER APPLICABLE LAWS.

AN INVESTMENT IN THE UNITS DESCRIBED HEREIN IS HIGHLY SPECULATIVE, INVOLVES A HIGH DEGREE OF RISK AND THE UNITS ARE SUBJECT TO SUBSTANTIAL TRANSFER RESTRICTIONS. SEE "RISK FACTORS" SET FORTH IN THE CONFIDENTIAL OFFERING MEMORANDUM FOR THE COMPANY (THE "MEMORANDUM" WHICH INCLUDES ALL EXHIBITS AND ANY AMENDMENTS THERETO AND SUPPLEMENTS THERETO). THE INVESTOR SHOULD NOT INVEST IN THE UNITS UNLESS THE INVESTOR IS ABLE TO BEAR THE ECONOMIC LOSS OF THE INVESTOR'S ENTIRE INVESTMENT.

PLEASE NOTE THAT YOU ARE REQUIRED TO KEEP CONFIDENTIAL ANY AND ALL INFORMATION CONTAINED IN THIS SUBSCRIPTION AGREEMENT OR THE MEMORANDUM (THE "INFORMATION"). YOU MAY NOT PUBLISH, DISCLOSE OR DISSEMINATE THE INFORMATION. YOU SHALL MAINTAIN THE CONFIDENTIAL NATURE OF THE INFORMATION AND YOU SHALL USE THE INFORMATION SOLELY FOR PURPOSES OF DECIDING WHETHER OR NOT TO PARTICIPATE IN THE INVESTMENT AND FOR NO OTHER PURPOSE.

THIS SUBSCRIPTION AGREEMENT, MEMORANDUM AND ANY ATTACHMENTS SHOULD BE CAREFULLY REVIEWED BEFORE ANY INVESTMENT IN THE UNITS OFFERED HEREBY IS MADE.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE TAX TREATMENT WHICH MAY ACCRUE TO THE PROSPECTIVE INVESTOR BY REASON OF THE ISSUANCE OF THE UNITS IS MADE OR INTENDED AND NONE SHOULD BE INFERRED.

THE INVESTOR IS NOT TO CONSTRUE THE CONTENTS OF THIS SUBSCRIPTION AGREEMENT AS LEGAL, TAX OR INVESTMENT ADVICE. THE INVESTOR MUST CONSULT HER, HIS OR ITS OWN COUNSEL, ACCOUNTANT AND/OR PROFESSIONAL ADVISORS AS TO LEGAL, TAX, INVESTMENT AND RELATED MATTERS CONCERNING THE ISSUANCE OF THE UNITS.

THIS SUBSCRIPTION AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE UNITS OFFERED HEREIN IN ANY JURISDICTION OR TO ANY PARTY WHERE OR TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NEITHER THE DELIVERY OF THIS SUBSCRIPTION AGREEMENT NOR ANY SALE SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO

CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE OF THE MEMORANDUM.

THIS OFFER CAN BE WITHDRAWN AT ANY TIME BEFORE EXPIRATION AND IS SPECIFICALLY MADE SUBJECT TO THE CONDITIONS SET FORTH IN THIS MEMORANDUM. IN CONNECTION WITH THE OFFER AND SALE OF THE SECURITIES, THE COMPANY RESERVES THE RIGHT, IN THE EXERCISE OF ITS SOLE DISCRETION, TO REJECT ANY SUBSCRIPTION AGREEMENT IN WHOLE OR IN PART OR TO ALLOCATE TO ANY SUBSCRIBER LESS THAN THE NUMBER OF UNITS SOUGHT FOR PURCHASE BY SUCH SUBSCRIBER.

SAMART TITLE INVESTORS OF OHIO, LLC

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made as of the [___] day of _____, 2026, by and between **Smart Title Investors of Ohio, LLC**, an Ohio limited liability company (the “Company”), and the undersigned investor (“Investor”).

BACKGROUND

WHEREAS, the Company desires to sell to the Investor, and the Investor desires to purchase from the Company, Units of the Company (the “Units”) on the terms and conditions set forth herein (the “Investment”); and

WHEREAS, in connection with the Investment, the Investor has received and reviewed certain material documents, including but not limited to the Confidential Offering Memorandum (“Memorandum”) and Operating Agreement of the Company (the “Operating Agreement”).

TERMS

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby, do hereby agree as follows:

1. SUBSCRIPTION.

(a) The Investor hereby irrevocably subscribes for the purchase of the number of Units set forth on the signature page to this Subscription Agreement on the terms and subject to the provisions set forth herein and at a price per Unit equal to **Five Thousand Dollars and 00/100** (\$5,000.00) (the “Subscription”). The aggregate purchase price paid by the Investor, if and to the extent that the Subscription is accepted by the Company, will be used as described in the Memorandum.

(b) In connection with the Subscription, the Investor is required to fully and accurately complete the following items and execute and deliver them to the Company:

- (i) the signature page to this Subscription Agreement;
- (ii) the Investor Questionnaire, attached hereto as Appendix A;
- (iii) counterpart signature page to the Company’s Operating Agreement; and
- (iv) Internal Revenue Service Form W-9 as Appendix B.

(c) The Investor shall pay one hundred percent (100%) of the subscription amount indicated on the signature page to this Subscription Agreement and remit such payment for the benefit of the Company to the account identified on the signature page.

(d) The Investor has been given a copy of the Memorandum and the Operating Agreement of Smart Title Investors of Ohio, LLC, and has carefully reviewed the same to the extent that the Investor and the Investor’s professional advisors have deemed necessary and prudent.

(e) The Investor has had an opportunity to consult with the Investor's tax, legal and business advisors regarding the provisions of the Operating Agreement, Memorandum and each of the other agreements and documents referred to in the Memorandum.

(f) Any questions regarding the Memorandum, the Company's proposed business, the Company's methods of operation or the Operating Agreement have been answered to the Investor's full satisfaction and the satisfaction of the Investor's tax, legal and business advisors.

(g) No oral or written statement or inducement which is contrary to the information set forth in the Memorandum has been made to the undersigned by or on behalf of the Company.

(h) The parties acknowledge and agree that unless and until the Investor's purchase price is accepted by the Company and the Company delivers a counter-signed signature page to this Subscription Agreement to the Investor, the provisions of this Subscription Agreement are not intended to be and will not be legally binding upon the parties. A legally binding agreement is made only after the Company has accepted the proposed investment by the Investor and delivered a counter-signed signature page to this Subscription Agreement to the Investor.

(i) This Subscription Agreement when signed by the Investor and Company and counterpart signature page to the Company's Operating Agreement when signed by the Investor will be effective to admit Investor as a Member of the Company bound by all provisions of the Operating Agreement and entitled to the Units.

2. RISK FACTORS. INVESTOR RECOGNIZES THAT AN INVESTMENT IN THE UNITS INVOLVES CERTAIN RISKS, AND INVESTOR HAS TAKEN FULL COGNIZANCE OF THE RISK FACTORS DESCRIBED IN THE MEMORANDUM. INVESTOR HAS READ AND UNDERSTANDS THE RISK FACTORS SET FORTH IN THE MEMORANDUM.

3. REPRESENTATIONS, WARRANTIES AND AGREEMENTS BY INVESTOR. The Investor hereby represents, warrants and agrees as follows:

(a) Investor has received the Memorandum and Subscription Agreement, including the Risk Factors set forth in the Memorandum. Investor has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the Units to be purchased by Investor under this Subscription Agreement. Investor further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the transaction contemplated hereby and to obtain additional information necessary to verify any information furnished to Investor or to which Investor has had access. The Company has made available to Investor and to Investor's attorney, accountant and independent agent all documents that any of them has requested relating to an investment in the Units and has provided written answers to all of their questions concerning an investment in the Units. In evaluating the suitability of an investment in the Units, Investor has not relied upon any representations or other information (whether oral or written) other than as set forth in the Memorandum and Subscription Agreement as well as any additional written information provided by the Company.

(b) The Units are being purchased by the Investor and not by any other person, with the Investor's own funds and not with the funds of any other person, and for the account of the Investor, not as a nominee or agent and not for the account of any other person. On acceptance of this Subscription Agreement by the Company, no other person will have any interest, beneficial or otherwise, in the Units. The Investor is not obligated to transfer the Units to any other person nor does the Investor have any agreement or understanding to do so. The Investor is purchasing the Units for investment for an indefinite period, not with a view to the sale or distribution of any part or all thereof by public or private sale or other disposition. The Investor has no intention of selling, granting any participation in or otherwise distributing or disposing of the Units. The Investor does not intend to subdivide the Investor's purchase of the Units with any person.

(c) The Investor has been advised that the Units have not been registered under the 1933 Act, or registered or qualified under any other securities law except the Ohio securities laws, on the basis that the Units are being issued by the Company in reliance on exemptions from the registration requirements of the 1933 Act. The Company is under no obligation and has no intention to apply for any other registration of the Units. The Investor understands that the Company is relying in part on the Investor's representations as set forth in this Subscription Agreement for purposes of claiming such exemptions and that the basis for such exemptions may not be present if, notwithstanding the Investor's representations, the Investor has in mind merely acquiring the Units for resale on the occurrence or non-occurrence of some predetermined event. The Investor has no such intention.

(d) The Investor has such knowledge and experience in financial and business matters, or the Investor has consulted with Investor's own accounting, tax, investment and other advisers, that the Investor is capable of evaluating the merits and risks of an investment in the Units and has the capacity to protect the Investor's own interests in connection with the Investor's proposed investment in the Units.

(e) The Company recommends that the Investor consult with his/her/its own accounting, tax, investment and other advisers with respect to the tax treatment of an investment by the Investor in the Units and the merits and risks of an investment in the Units. The Investor is a "U.S. person" as defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended. The Investor acknowledges that the Company shall withhold and remit tax if required pursuant to applicable law, including by reason of the Investor's failure to provide appropriate documentation (including Internal Revenue Service Form W-9) to the Company.

(f) The Investor is able to bear the economic risk and illiquidity of such investment, and the Investor considers such investment to be an appropriate component of his/her/its overall investment portfolio and of an appropriate size versus his/her/its overall investment portfolio.

(g) This Subscription Agreement constitutes a legal, valid and binding agreement of the Investor enforceable against the Investor in accordance with its terms. Except as provided under applicable securities laws, the Subscription is and shall be irrevocable. The Investor, if not an individual, is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was organized and is empowered and duly authorized to enter into this Subscription Agreement under any governing document, partnership agreement, trust instrument, pension plan, charter, articles of organization, operating agreement, certificate of incorporation, bylaw provision or the like and further the Investor is qualified as an Ohio Investor to invest in this Offering. The person, if any, signing

this Subscription Agreement on behalf of the Investor is empowered and duly authorized to do so by the governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution, operating agreement, member, manager, or the like.

(h) At no time was the Investor presented with or solicited by any leaflet, public promotional meeting, any newspaper, magazine, radio or television article or advertisement, or any other form of general advertising or general solicitation.

(i) The Investor represents that if he or she is an individual, then he or she is at least 18 years of age.

(j) The Investor maintains a domicile or business at the address shown on the signature page of this Subscription Agreement, at which address the Investor has subscribed for the Units.

(k) No federal authority of the United States or state authority of any state of the United States has made any finding or determination as to the fairness of an investment in the Units and no such authority has recommended or endorsed or will recommend or endorse this Investment.

4. THE UNITS TO BE LEGENDED. The Investor understands and agrees that, if certificated, the Units will bear substantially the following legend, and/or such other legends as the Company's counsel determines are necessary:

THIS CLASS B UNITS HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE OR FEDERAL SECURITIES LAWS EXCEPT THE SECURITIES LAWS OF THE STATE OF OHIO AND MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED EXCEPT: (1) PURSUANT TO THE EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT; OR (2) IF, IN THE OPINION OF COUNSEL OR THE EVIDENCE FOR THE REGISTERED OWNER HEREOF, WHICH OPINION OR THE EVIDENCE IS REASONABLY SATISFACTORY TO THE COMPANY, THE PROPOSED SALE, TRANSFER OR ASSIGNMENT MAY BE EFFECTED WITHOUT SUCH REGISTRATION AND WILL NOT BE IN VIOLATION OF APPLICABLE STATE AND/OR FEDERAL SECURITIES LAWS.

5. INDEMNIFICATION. The Investor hereby agrees to indemnify and defend the Company and its affiliates, partners, employees, agents, managers, officers, directors, stockholders, members and counsel and hold them harmless from and against any and all liability, damage, cost or expense (including, without limitation, court costs and attorneys' fees) incurred on account of or arising out of:

(a) Any breach of or inaccuracy in the Investor's representations, warranties or agreements in this Subscription Agreement, including, without limitation, the defense of any claim based on any allegation of fact inconsistent with any of such representations, warranties or agreements or any breach of the agreements and covenants set forth in the Operating Agreement;

(b) Any disposition of the Units contrary to any of such representations, warranties or agreements or the terms of the Operating Agreement; or

(c) Any action, suit or proceeding based on (i) a claim that any of such representations, warranties or agreements was inaccurate or misleading or otherwise cause for obtaining damages or redress under the 1933 Act or any other securities law, or (ii) any disposition of the Units.

6. MISCELLANEOUS.

(a) The Investor acknowledges and agrees that certain proprietary information relating to the Company and its structure is confidential and not subject to disclosure, use or exploitation by the Investor. All embodiments of this confidential information, including the Memorandum and Operating Agreement and any materials, documentation or information provided to the Investor by the Company in connection with the Investor's consideration of an investment in the Company shall be the property of the Company and shall be kept strictly confidential by the Investor.

(b) This Subscription Agreement and the rights, powers and duties set forth herein shall, except as set forth herein, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto. The Investor may not assign any of the Investor's rights or interests in and under this Subscription Agreement without the prior written consent of the Company, and any attempted assignment without such consent shall be void and without effect.

(c) If the Investor hereto is more than one person, the obligations of the Investor shall be joint and several and the representations and warranties herein contained shall be deemed to be made by and binding upon each such person.

(d) This Subscription Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Ohio, without reference to any principles of conflict of laws.

(e) All expenses incurred by the Investor in connection with his, her or its proposed investment in the Company (whether or not such investment is consummated) will be borne by the Investor.

(f) Whenever the context requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include company, trust or other legal entity, whenever the context so requires.

(g) This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

(h) If any provision of this Subscription Agreement or the application thereof to any person or in any circumstances shall be determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable to any extent, the remainder of this Subscription Agreement, and the application of such provisions other than the ones deemed invalid, unenforceable or unlawful, shall not be affected thereby, and each remaining provision hereof shall continue to be valid and may be enforced to the fullest extent permitted by law.

(i) This Subscription Agreement may not be changed, modified or amended except in writing executed by both the Investor and the Company, and with the written approval of the Company.

(j) The headings of this Agreement are for convenience of reference only, and they shall not limit or otherwise effect the interpretation of any term or provision hereof.

(k) EXCEPT AS PROVIDED IN THE MEMORANDUM, NO PERSON ACTING IN ANY CAPACITY WHATSOEVER WITH RESPECT TO THIS INVESTMENT HAS ANY AUTHORITY TO GIVE ANY INFORMATION OR TO MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, OTHER THAN THOSE WHICH MAY BE CONTAINED IN THE MEMORANDUM OR THE SUBSCRIPTION AGREEMENT AND IF GIVEN OR MADE, SUCH INFORMATION, REPRESENTATIONS, OR WARRANTIES MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

(l) All notices, authorizations, demands or requests required or permitted to be delivered to any party in connection with this Subscription Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, if sent by facsimile transmission (with receipt confirmed by automatic transmission report), if sent by a nationally-recognized overnight courier with charges prepaid, if sent by registered or certified mail, return receipt requested and postage prepaid (or by the most nearly comparable method if mailed from or to a location outside the United States), and addressed as follows:

If to the Company, to:

Smart Title Investors of Ohio, LLC
5040 Pine Creek Drive #B
Westerville, Ohio 43081
Attn: Christopher Sauerzopf

With copies (which copies shall not constitute notice) to:

Thompson Hine LLP
41 South High Street, Suite 1700
Columbus, Ohio 43215
Attn: Lindsay Karas Stencel

If to the Investor, to the address shown on the signature page hereof; or to such other address as the party to whom the notice is to be given may have furnished to the other party hereto in writing in accordance with the provisions of this Section 6(l). Any such notice or communication shall be deemed to have been received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of facsimile transmission (with receipt confirmed by automatic transmission report), on the date of such transmission, (iii) in the case of electronic transmission (with receipt confirmed by electronic delivery report), on the date of such transmission, (iv) in the case of a nationally-recognized overnight courier, on the next business day after the date when delivered to such courier, and (v) in the case of mailing (or by the most nearly comparable method if mailed from or to a location outside the United States), on the third business day following that on which the piece of mail containing such communication is posted; provided, however, that three additional business days shall be added to the time any notice or communication sent from or to a location outside the United States shall be deemed to have been received in (iv) or (v) above.

(m) This Subscription Agreement may be executed in two or more counterparts, including by facsimile signature, electronic mail or other electronic transmission, including other images of signatures, each of which shall constitute an original and all of which, taken together, shall constitute one and the same document.

[SUBSCRIPTION SIGNATURE PAGE AND APPENDIX TO FOLLOW]

SMART TITLE INVESTORS OF OHIO, LLC

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

Investor hereby represents and warrants that (a) all the information contained herein is complete and accurate and contains no omissions of requested or relevant information and may be relied upon by the Company as of the date hereof and as of the closing and acceptance (if any) of the Subscription, and (b) Investor will notify the Company in writing immediately of any change in any of such information which occurs prior to the closing.

IN WITNESS WHEREOF, Investor has irrevocably executed this Subscription Agreement on the date below written.

Number of Units subscribed for: _____

Aggregate Purchase Price: _____

If an entity, please include certified charter (or equivalent), bylaws, operating agreement, partnership agreement, trust document, or pension plan, as appropriate, and resolutions certified by the secretary of the entity authorizing the execution of the Subscription Agreement by the person signing below.

Date: _____, 2026

Name of Investor (please print): _____

By: _____

Address: _____

Telephone Number: _____ Tax Identification Number: _____

Signature: _____

Please also complete the following if Investor is an entity:

State and Country of Incorporation/Formation: _____

Name and Title of Above Authorized Signatory: _____

Wiring instructions to the Company's account to be provided separately.

FOR INTERNAL USE ONLY -- To be completed by SMART TITLE INVESTORS OF OHIO, LLC

Subscription for _____ Units is _____ accepted/ _____ declined.

Subscription Amount of \$_____ for _____ Units is received.

SMART TITLE INVESTORS OF OHIO LLC

By: _____

Name: _____

Title: _____

Date: _____

**Counterpart Signature Page for SMART TITLE INVESTORS OF OHIO, LLC
Operating Agreement**

IN WITNESS WHEREOF, this Operating Agreement of Smart Title Investors of Ohio, LLC
has been executed effective as of the date first above written.

Print Name:

Signature

APPENDIX A
INVESTOR QUESTIONNAIRE

Smart Title Investors of Ohio, LLC, an Ohio limited liability company (the “Company”), intends to offer to suitable and qualified investors the opportunity to invest in Units in the Company. Prior to investing in said entity, each potential investor must be qualified as to his, her, or its ability to undertake an investment in the said entity and his, her, or its capacity to evaluate its merits and risks. For that reason, Company requires that each potential investor complete, execute and date the following questionnaire.

If the potential Investor is a corporation, limited liability company, or other entity, one questionnaire should be completed by the entity and additional questionnaire(s) should be completed by each member of such entity.

Individual Offerees

- (1) Name:_____

- (2) Residence Address:_____

- (3) Home Phone:_____

- (4) Business Phone:_____

- (5) Email Address: _____

- (6) Ohio (or other) Driver’s License No:_____
If none, other evidence of state residence:_____

- (7) Professional, Real Estate, Insurance & other Licenses:_____

Corporate or Company Offerees

- (1) Name of Corporation or Company: _____
- (2) Business Address: _____

- (3) Telephone Number: _____
- (4) Nature of Business: _____
- (5) State of Organization or Incorporation: _____
- (6) Location of Principal Office (if different from above): _____

- (7) Authorized Representative: _____
- (8) Authorized Representative's email: _____
- (9) Are all of the beneficial owners of the organization residents of the state of organization?
(please circle answer)

Yes No

If not, please indicate all other states the beneficial owners of the organization are residents of:

Beneficial Owner

State of Residence

- (10) Was this organization formed specifically to acquire the Units?
(please circle answer)

Yes No

If yes, please note that each beneficial owner will need to complete a copy of this Questionnaire and along with all questions relevant to the beneficial owner.

All Offerees

- (1) Do you feel you have sufficient knowledge of investments in general, and investments similar to the Company in particular, to evaluate the risks associated with investing in the Company? (please circle answer)

Yes No

- (2) Do you have a preexisting business or personal relationship with the Company or any of its members, officers, directors or controlling persons? If so, please specify the nature and length of the relationship. _____

- (3) Do you understand that there will be substantial restrictions on your ability to resell any Units in the Company you purchase and that, in any event, you will not be able to resell any Units in the Company you purchase unless an exemption from registration is available under the federal securities laws and applicable state securities laws? (please circle answer)

Yes No

Signature

Date

Please Print Name: _____

APPENDIX B
FORM W-9