

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

BTC2500022
Revision 1

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, Fidelity National Title Insurance Company, a Florida 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

John W. Schaefer
Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Benchmark Title, a div. of Fidelity National Title Company, LLC 1124 Hartman Lane Shiloh, IL 62221 Main Phone: (618)239-3750	

Order Number: BTC2500022

Loan Number:

Property Ref.: Pleasant Valley School Rd, Trenton, IL 62293

SCHEDULE A

1. Commitment Date: December 23, 2024

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 w-MO Mod

Proposed Insured: Buyer with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Amount of Insurance: \$5,000.00

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:

[Rose V. Hall Revocable Trust u/t/a dated the 28th day of May, 1996](#)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE A

(continued)

5. The Land is described as follows:

For APN/Parcel ID(s): 05-02.0-400-008

Part of the Southeast Quarter of Section 2, Township 2 North, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois, described as follows:

Commencing at the Southeast corner of said Southeast Quarter, thence North 00 degrees 33 minutes 52 seconds West, (bearing assumed) along the East line of said Southeast Quarter, 1500.00 feet to the point of beginning; thence, continuing along said East line, North 00 degrees 33 minutes 52 seconds West, 1155.83 feet to the Northeast corner of said Southeast Quarter; thence North 89 degrees 28 minutes 10 seconds West, 2655.52 feet to the Northwest corner of said Southeast Quarter; thence South 00 degrees 43 minutes 43 seconds East, 2653.95 feet to the Southwest corner of said Southeast Quarter; thence, South 89 degrees 25 minutes 32 seconds East, along the South line of said Southeast Quarter, 648.26 feet; thence North 00 degrees 02 minutes 15 seconds West, 1178.06 feet; thence North 89 degrees 26 minutes 11 seconds West, 144.65 feet; thence North 00 degrees 02 minutes 15 seconds West, 422.13 feet; thence South 89 degrees 26 minutes 11 seconds East, 376.38 feet; thence South 00 degrees 02 minutes 15 seconds East, 422.13 feet; thence North 89 degrees 26 minutes 11 seconds West, 181.73 feet; thence South 00 degrees 02 minutes 15 seconds East, 1178.07 feet to said South line of said Southeast Quarter; thence South 89 degrees 25 minutes 32 seconds East, along said South line, 460.86 feet; thence North 01 degrees 44 minutes 25 seconds East, 640.93 feet; thence North 41 degrees 25 minutes 13 seconds East, 173.60 feet; thence North 00 degrees 46 minutes 51 seconds West, 571.07 feet; thence South 72 degrees 13 minutes 23 seconds East, 236.26 feet; thence South 81 degrees 02 minutes 40 seconds East 435.11 feet; thence North 25 degrees 35 minutes 01 seconds East, 107.01 feet; thence North 75 degrees 33 minutes 31 seconds East, 100.30 feet; thence South 82 degrees 21 minutes 15 seconds East, 69.74 feet; thence North 89 degrees 07 minutes 08 seconds East, 112.64 feet; thence North 80 degrees 50 minutes 55 seconds East, 163.06 feet to the center of East Branch; thence along the center of East Branch as follows: North 67 degrees 43 minutes 36 seconds East, 41.03 feet; North 12 degrees 32 minutes 04 seconds East, 22.02 feet; North 52 degrees 14 minutes 36 seconds East, 44.59 feet; North 33 degrees 53 minutes 11 seconds East, 50.96 feet; North 50 degrees 46 minutes 05 seconds East, 43.48 feet; North 82 degrees 21 minutes 20 seconds East, 67.11 feet to the point of beginning, containing 113.90 acres, more or less.

Excepting that part conveyed to William R. Taylor and Susan A. Taylor by Trustee's Deed recorded June 24, 2002 in Book 3681 Page 1398 as Document No. A01686170, and described as follows:

Part of the Southeast Quarter of Section 2, Township 2 North, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois, described as follows:

Beginning at the Southeast corner of said Southeast Quarter; thence North 89 degrees 25 minutes 32 seconds West, (bearing assumed) along the South line of said Southeast Quarter, 1488.84 feet to the Southwest corner of an existing 13.55 acre tract, said point being the point of beginning; thence continuing along said South line North 89 degrees 25 minutes 32 seconds West, 17.80 feet; thence North 01 Degrees 44 minutes 25 seconds East, 1343.23 feet; thence South 89 degrees 28 minutes 10 seconds East, 103.55 feet to the Northwest corner of said existing 13.55 acre tract; thence following the Westerly boundary of said 13.55 acre tract as follows; South 00 degrees 46 minutes 51 seconds East, 571.07 feet; thence South 41 degrees 25 minutes 13 seconds West, 173 feet; thence South 01 degrees 44 minutes 25 seconds West, 640.93 feet to the point of beginning, containing 2.00 acres, more or less.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE A
(continued)

Situated in the County of St. Clair, State of Illinois.

Prior Deed Reference: A01782179

END OF SCHEDULE A

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Name and Address of Title Insurance Company: Benchmark Title, a div. of Fidelity National Title Company, LLC
1124 Hartman Lane
Shiloh, IL 62221

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. 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. If the closing for the subject property is to be conducted by the Company, all funds due from the purchaser or purchaser's lender must be in the form of a Cashier's Check, Certified Check or wire transfer. If any part of the sale proceeds is required for the payoff of existing mortgages, or other liens, then such funds must be in the form of a wire transfer.

The above applies to all closings unless specific arrangements are made with the Company. Due to the Company's lack of control of electronic funds transfers through the Federal Reserve System, the Company cannot accept financial responsibility for any delays in the clearing of wire transferred funds.

6. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires that the proposed Power of Attorney form be submitted for approval not less than three (3) business days prior to the scheduled closing. The Company may then make additional requirements or exceptions to this Commitment.
7. If requested by the Company, provide evidence satisfactory to the Company that the improvements located on the subject property do not or will not consist of a house trailer, mobile home or manufactured housing unit.
8. If there has been construction, improvements or repairs to or upon the subject property within the last twelve (12) months, neither this commitment, nor any policy of title insurance issued pursuant to this commitment, will insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of 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 records.

The Company may provide, but is not obligated to provide, such insurance upon the lender, builder or owner making satisfactory arrangements with the Company for the furnishing for review of final affidavits, lists of contractors and suppliers, schedule of disbursements, final waivers of lien, and other information and indemnities that the Company may require. The Company will charge a to be determined fee for such a review. If such insurance is to be requested or required, the Company must be informed of same prior to any closing.

Should any portion of the loan proceeds secured by any Deed of Trust to be insured hereunder be used for construction, improvements or repairs, the Company must be notified in writing, and hereby reserves the right to add additional requirements or exceptions to this commitment. Failure to notify the Company in writing before

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements
(continued)

closing will invalidate any mechanic's lien coverage given by the policy.

9. Section 381.022.5 RSMo (effective 08/28/2016) requires, in part, that a title insurer, title agency or title agent may not act as an escrow, settlement, or closing agent in a residential real estate transaction unless, as part of the same transaction, the title agency or title agent issues a commitment, binder, or title insurance policy, and Closing Protection Letters (CPL) have been issued protecting the buyer/lender and seller interests.

The statute does not specifically define the CPL, but each title underwriter has filed with the Missouri Department of Insurance a form CPL which generally indemnifies a buyer, lender or seller solely against losses, not to exceed the amount of the settlement funds, only because of the following acts of the title agency or title agent: (a) acts of theft of settlement funds or fraud with regard to settlement funds; and (b) failure to comply with written closing instructions by the proposed insureds when agreed to by the title agency or title agent relating to the title insurance coverage.

The issuance of the CPL is mandatory, and the statute does not permit any waiver of the protections provided by the CPL by any party to the transaction.

Each CPL has a fee of \$25.00.

10. Original "wet ink" signatures for all documents to be recorded, or digital reproductions of "wet ink" signatures on other documents, shall be required for all documents that require a signature, unless such requirement is expressly waived by the Company. Under no circumstances shall the use of e-mails, text messages or other electronic communications constitute an agreement to accept electronic or computer generated signatures with respect to the transaction contemplated by this commitment.
11. The Company has prepared this Commitment assuming the issuance of a standard form ALTA 2021 owner and/or lender policy without any endorsements. The prospective owner and/or lender must notify the Company in writing not less than ten (10) business days prior to closing if the owner and/or lender requires any specific endorsement(s) to the policy. The Company may then make additional requirements or exceptions to this Commitment.
12. If the proposed insured elects to obtain a Surveyor's Real Property Report of the subject land, in lieu of a survey prepared in accordance with Missouri Minimum Standards for Property Boundary Surveys, also known as a boundary or stake survey, the following exception will appear in Schedule B of the Owner's Policy when issued:
- Any discrepancies between the actual boundaries of the land and the apparent boundaries as indicated by fences, plantings or other improvements.
13. 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.
14. Any documents requiring notarization to be tendered to Company that will not be notarized by a notary public appointed by the State of Missouri must be delivered for review no less than 72 hours prior to closing
15. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements
(continued)

Land that is associated with these activities.

16. Furnish for examination a fully executed "Certification of Trust" in form and content acceptable to the Company, executed by all of the currently acting trustees of Rose V. Hall Revocable Trust u/t/a dated the 28th day of May, 1996.
17. INTENTIONALLY DELETED
18. Trustee's Deed executed by the Rose V. Hall Revocable Trust u/t/a dated the 28th day of May, 1996 to Buyer with contractual rights under a purchase agreement with the vested owner identified in schedule "A" at Item 4.

Note: The recording of any deed hereunder is contingent upon approval by the Department of Mapping and Platting of the county in which the property is located.
19. Real Estate Transfer Declaration executed by Buyer and Seller or Agent pursuant to 35 Illinois Compiled Statutes 200/31 et seq. Please note that form PTAX-203 must be executed by Buyer and Seller and presented with the Deed for recording or the Recorder of Deeds will not record said Deed. See website <https://www.revenue.state.il.us/app/rtdi> to download said form. For those transactions over \$1,000,000.00 you will also need to add the PTAX-203A form with the PTAX-203 form for recording.
20. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

END OF REQUIREMENTS**NOTES****END OF NOTES****END OF SCHEDULE B, PART I**

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Name and Address of Title Insurance Company: Benchmark Title, a div. of Fidelity National Title Company, LLC
1124 Hartman Lane
Shiloh, IL 62221

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date 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. Rights or claims of parties in possession not shown by the public records.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. All assessments and taxes for the year 2024 and all subsequent years. 2024 taxes not yet due and payable.

The lien of the General Taxes for the year 2023 appear PAID in the amount of \$2,743.98 for [Parcel I.D. No 05-02.0-400-008](#); c/k/a: Pleasant Valley School Rd, Trenton, IL 62293. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

NOTE: The due dates for 2023 tax bills were as follows: July 3, 2024 and September 3, 2024

7. Rights of parties in possession or with an equitable interest under any unrecorded instruments, including (without limitation) leases, month-to-month tenancies, contracts for deed or installment sale contracts.
8. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein.
9. Acreage or square footage, if any, as referenced in the legal description attached, is solely for the purpose of identifying the land.
10. Terms, Powers, Provisions and Limitations of the Trust under which title to subject property is held.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

END OF SCHEDULE B, PART II

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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;
- 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.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

- 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 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.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

