



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

Issuer: First American Title Insurance Company
Issuing Office: 610 West State Street, Fremont, OH 43420
Issuing Office's ALTA® Registry ID:
Commitment Number: 2804362NE
Issuing Office File Number: 2804362NE
Property Address: State Route 269, Bellevue, OH 44811
Revision Number:

SCHEDULE A

1. Commitment Date: July 10, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: TBD TBD
Proposed Amount of Insurance: \$0.00
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:

John A. Aigler, Jr., Joan A. Lancaster and Jane A. D'Angelo
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Authorized Signatory

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Commitment No. 2804362NE

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.
 - a. Warranty Deed from John A. Aigler, Jr., Joan A. Lancaster and Jane A. D'Angelo, and spouses, if any to TBD TBD.
5. Owners Affidavit from John A. Aigler, Jr., Joan A. Lancaster and Jane A. D'Angelo in a form approved by First American Title Insurance Company.
6. Pay all taxes, charges, assessments, levied and assessed against the Land which are due and payable.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
8. Provide to this company evidence of survey showing no encroachments affecting the premises in question, otherwise, the policies issued herewith will contain an exception as to matters of survey.
9. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval of the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of the commitment shall not exceed said amount.

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Commitment No. 2804362NE

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 or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights 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 the 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. 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.
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. 2023 Tax Duplicate for Parcel Number 01-0060-05-002-0000;
- The first half tax in the amount of **\$227.32**, including current assessments, if any, is **PAID**.
- The second half tax in the amount of **\$227.32**, 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 **None**.
- Assessed Values:
Land: \$6,110 Building: \$4,270 Total: \$10,380
- Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.
11. Uncertified special tax assessments.
12. **This premises is subject to Current Agricultural Use Valuation Recoupment.**
13. 2023 Tax Duplicate for Parcel Number 01-0050-05-019-0100;
- The first half tax in the amount of **\$226.01**, including current assessments, if any, is **PAID**.
- The second half tax in the amount of **\$226.01**, 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 **None**.
- Assessed Values:
Land: \$10,320 Building: \$0 Total: \$10,320
- Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.
14. Uncertified special tax assessments.
15. 2023 Tax Duplicate for Parcel Number 01-015D-02-005-0000;

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The first half tax in the amount of **\$674.97**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$674.97**, 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 **None**.

Assessed Values:

Land: \$30,820 Building: \$0 Total: \$30,820

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.

16. Uncertified special tax assessments.

17. **This premises is subject to Current Agricultural Use Valuation Recoupment.**

18. 2023 Tax Duplicate for Parcel Number 01-015D-02-007-0000;

The first half tax in the amount of **\$382.16**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$382.16**, 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 **None**.

Assessed Values:

Land: \$17,450 Building: \$0 Total: \$17,450

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.

19. Uncertified special tax assessments.

20. **This premises is subject to Current Agricultural Use Valuation Recoupment.**

21. 2023 Tax Duplicate for Parcel Number 01-015D-02-006-0000;

The first half tax in the amount of **\$985.08**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$985.08**, 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 **None**.

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Assessed Values:

Land: \$44,980 Building: \$0 Total: \$44,980

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.

22. Uncertified special tax assessments.

23. **This premises is subject to Current Agricultural Use Valuation Recoupment.**

24. 2023 Tax Duplicate for Parcel Number 01-015D-02-011-0000;

The first half tax in the amount of **\$1,142.77**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$1,142.77**, 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 **None**.

Assessed Values:

Land: \$52,180 Building: \$0 Total: \$52,180

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.

25. Uncertified special tax assessments.

26. **This premises is subject to Current Agricultural Use Valuation Recoupment.**

27. 2023 Tax Duplicate for Parcel Number 01-015D-02-012-0000;

The first half tax in the amount of **\$886.53**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$886.53**, 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 **None**.

Assessed Values:

Land: \$40,480 Building: \$0 Total: \$40,480

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.

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28. Uncertified special tax assessments.
29. **This premises is subject to Current Agricultural Use Valuation Recoupment.**
30. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. 181, et seq.) or under similar state laws.
31. Reservation recorded May 1, 1962, in Volume 255, Page 408 of Huron County Records.
32. Right of way easement in favor of The Buckeye Pipe Line Company Dated: May 3, 1962, recorded in Deed Volume 255, Page 494 on May 9, 1962. Subject to the terms and conditions thereof.

Assignment and Assumption of Rights of Way recorded January 8, 1987, in Volume 369, Page 366.
33. Right of way easement in favor of Buckeye Pipe Line Company Dated: April 6, 1965, recorded in Deed Volume 270, Page 429 on April 16, 1965. Subject to the terms and conditions thereof.

Assignment of Rights-of-Way recorded November 5, 1986, in Volume 368, Page 395.
34. Driveway Easement disclosed by instrument recorded in Volume 337, Page 455.
35. Reservation recorded November 9, 1960, in Deed Book 249, Page 7 of Huron County Records.
36. Right of way easement in favor of Joseph Famulare and Rose Famulare and Aigler Farms, Inc. Dated: July 10, 1972, recorded in Volume 305, Page 912 on July 13, 1972. Subject to the terms and conditions thereof.
37. Pipeline Easement disclosed by instrument recorded in Volume 2, Page 61 on May 28, 1889.
38. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
39. Rights of the public in and to that portion of the land lying within SR 269 and CR 113.

The following 24 month chain of title is being shown per customer request and is for informational purposes only:

- a. **John A. Aigler, Jr., Joan A. Lancaster, and Jane A. D'Angelo acquired title by General Warranty Deed recorded in Volume 422, Page 595 filed on December 10, 1996.**

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EXHIBIT A

The Land referred to herein below is situated in the Township of Lyme, County of Huron, State of Ohio, and is described as follows:

Being a parcel of lands located in part of Lots 509 and 558 in the City of Bellevue, and part of Great Lots 4 and 5 of Section 3, Lyme Township, Huron County, Ohio and being more particularly described as follows;

Beginning at a railroad spike monument found on the centerline of State Route 269 where the same intersects the centerline of Sandusky County Road 113, also being the centerline of Seneca County Road 62, said point being the Westerly line of Huron County and the Northeasterly corner of Seneca County and the Southeasterly corner of Sandusky County;

1. Thence North 02° 07' 51" West along the centerline of State Route 269 the same being the Westerly line of Huron County, a distance of 1096.29 feet to a PK nail set at a Northwesterly corner of lands now or formerly owned by Aigler Farms, Inc. as recorded in Volume 287, Page 274 of the Huron County Deed Records, said point also being the Southwesterly corner of lands now or formerly owned by Lonnie R. and Mary A. Oney, as recorded in Volume 321, Page 831 of the Huron County Deed Records;

2. Thence South 88° 45' 17" East along the Northerly line of said Aigler Farms, Inc. lands and the Southerly line of said Oney's land and the Southerly line of lands now or formerly owned by Charlotte M. Leber, as recorded in Volume 376, Page 1024 of the Huron County Deed Records, a distance of 1379.47 feet to a corner post found at the Southeasterly corner of said Leber's land;

3. Thence North 02° 51' 37" West along the Easterly line of said Leber's land, the same being a Westerly line of said Aigler Farms, Inc., a distance of 1618.48 feet to a 1/2" iron pin set on the Southerly line of lands now or formerly owned by the City of Bellevue, as recorded in Volume 316, Page 562 of the Huron County Deed Records, said line having passed through a 1/2" iron pipe found at the Northeasterly corner of said Leber's land, a distance of 1584.06 feet from the last described point;

4. Thence North 88° 01' 13" East along the Southerly line of said City of Bellevue land, a distance of 684.29 feet to a 5/8" iron pin found on the Westerly line of land now or formerly owned by the City of Bellevue, as recorded in Volume 316, Page 565 of the Huron County Deed Records;

5. Thence South 32° 09' 38" East along the Westerly line of said City of Bellevue lands, a distance of 64.35 feet to a 1/2" iron pin set at the Southwesterly corner of said City of Bellevue lands;

6. Thence North 89° 19' 28" East along the Southerly line of said City of Bellevue of lands and the Southerly line of lands now or formerly owned by The Bellevue K of C, as recorded in Volume 292, Page 151 of the Huron County Deed Records, a distance of 410.98 feet (previously recorded as 411.32 feet) to a 1/2" iron pipe found at the Southeasterly corner of said Bellevue K of C lands;

7. Thence North 07° 29' 30" West along the Easterly line of said Bellevue K of C lands, a distance of 373.59 feet (previously recorded as 373.54 feet) to a 1 1/2" iron bar found on the Southerly line of Inlot

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1474;

8. Thence North 82° 31' 17" East along the Southerly line of Inlots 1474 to 1459, a distance of 820.07 feet (previously recorded as 820.39 feet) to a 1/2" iron pin set at the Southeasterly corner of Inlot 1459;

9. Thence North 02° 26' 39" West along the Easterly line of Inlot 1459, a distance at 149.86 feet (previously recorded as 150.00 feet) to the Southerly right of way line of Monroe Street;

10. Thence North 82° 16' 55" East along the Southerly right of way line of Monroe Street, a distance of 81.79 feet to a 3/4" iron pipe found at the Northwesterly corner of lands now or formerly owned by Allen G. and Dorene G. Frost, as recorded in Volume 374, Page 567 of the Huron County Deed Records;

11. Thence South 07° 43' 05" East along said Frost's Westerly line, a distance of 248.00 feet to a 1/2" iron pin set at said Frost's Southwesterly corner;

12. Thence North 82° 16' 55" East along said Frost's Southerly line, a distance of 132.50 feet to a 1/2" iron pin set at said Frost's Southeasterly corner;

13. Thence North 07° 42' 21" West along said Frost's Easterly line a distance of 248.00 feet to a 3/4" iron pipe found at said Frost's Northeasterly corner and the Southerly right of way line of Monroe Street;

14. Thence North 82° 16' 55" East along the Southerly right of way line of Monroe Street, a distance of 174.58 feet to a 3/4" iron pipe found on the Westerly line of lands now or formerly owned by J. D. and Vera M. Beiler, as recorded in Volume 334, Page 353 of the Huron County Deed records;

15. Thence South 01° 55' 59" East along said Beiler's Westerly line, a distance of 3,038.18 feet ((erroneously described as 3068.33 feet (previously recorded as 3069 feet)) to a 1/2" iron pin set at said Beiler's Southwesterly corner;

16. Thence South 88° 10' 55" East along said Beiler's Southerly line and the Southerly line of lands now or formerly owned by Jack C. Werner, as recorded in Volume 366, Page 617 of the Huron County Deed Records, a distance of 542.80 feet to a 1/2" iron pin set on the Westerly line of said Werner's land;

17. Thence South 02° 22' 31" East along the Westerly line of said Werner's land, a distance of 1071.69 feet (previously recorded as 1075.8 feet) to a corner post found on the Northerly line of lands now or formerly owned by John D. and Vera Beiler, as recorded in Volume 259, Page 294 of the Huron County Deed Records, said line also being the Southerly line at Section 3, Lyme Township;

18. Thence North 88° 41' 56" West along the Northerly line of said Beiler's land and the Southerly line of said Section 3, a distance at 2391.64 feet to a fence post found at the Northeasterly corner of lands now or formerly owned by Janes W. and Mary J. Yingling, as recorded in Volume 321, Page 833 of the Huron County Deed Records;

19. Thence North 88° 36' 49" West along the Northerly line of said Yingling's land and the Northerly line of lands now or formerly owned by Darryl P. and Susan I. Finney, as recorded in Volume 342, Page 843

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of the Huron County Deed Records, a distance of 1804.14 feet to a PK nail set on the centerline of State Route 269 and the Westerly line of Huron County, said line having passed through a 3/4" iron pipe found 30.00 feet Easterly from the centerline of State Route 269;

20. Thence North 02° 03' 41" West along the centerline of State Route 269 and the Westerly line of Huron County, a distance of 691.80 feet to the place of beginning and containing 261.2097 acres of land of which approximately 8.80 acres are located in Lot 509, approximately 9.65 acres are located in Lot 558, approximately 81.96 acres are located in Great Lot 4 and approximately 160.80 acres are located in Great Lot 5.

Bearings are assumed and used to indicate angles only.

This description was prepared by Baharoglu and Associates, Inc. Consulting Engineers and Surveyors, Norwalk, Ohio on December 2, 1988, from an actual survey of the premises dated November 30, 1988, by Baharoglu & Associates, Inc. Consulting Engineers and Surveyors, Norwalk, Ohio per Ronald A. Morehouse, Registered Surveyor No. 5340.

The property address and tax parcel identification number listed herein are provided solely for informational purposes, without warranty as to accuracy or completeness.

Property Address: State Route 269, Bellevue, OH 44811

Parcel No.: 01-0060-05-002-0000 and 01-0050-05-019-0100 and 01-015D-02-005-0000 and 01-015D-02-007-0000 and 01-015D-02-006-0000 and 01-015D-02-011-0000 and 01-015D-02-012-0000

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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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

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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.

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

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- 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.

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

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- 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 \$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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