



3301 Constitution Drive, Suite A
Springfield, IL 62711
217-726-0617

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Prairie Land Title Co
Issuing Office: 3301 Constitution Dr., Suite A, Springfield, IL 62711
Issuing Office's ALTA® Registry ID: 38916
Loan ID Number:
Commitment Number: 20191555
Issuing Office File Number: 20191555
Property Address: No Address, Springfield, IL

SCHEDULE A

1. Commitment Date: August 23, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy (06/17/06)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$ 1.00
 - (b) ALTA®
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Mark A Beck and Curis J Miles
5. The Land is described as follows:
Parcel 1:
All that part of the Northwest Quarter of the Northeast Quarter of Section Fourteen (14), Township Sixteen (16) North, Range Five (5) West of the Third Principal Meridian, lying West of the West line of the right of way of the Chicago and Alton Railway;

Except that portion conveyed to the Union Pacific Railroad Company described as: That part of the Northeast Quarter of Section 14, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois; Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 14; thence South 00 degrees 50 minutes 18 seconds East, said bearing based on the Illinois State Plane Coordinate System-West Zone NAD83 (2007), on the East line of the Northwest Quarter of the Northeast Quarter of said Section 14, 31.15 feet to the Northwest right of way line of the Union Pacific Railroad (formerly the Chicago and Alton Railroad); thence South 34 degrees 36 minutes 13 seconds West on said right of way line, 194.09 feet to the point of beginning; thence South 34 degrees 36 minutes 13 seconds West continuing on said right of way line, 393.92 feet; thence South 40 degrees 20 minutes 12 seconds West continuing on said right of way line, 249.87 feet; thence

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AMERICAN
LAND TITLE
ASSOCIATION



(20191555.PFD/20191555/1)

SCHEDULE A

(Continued)

Commitment Number: 20191555

North 49 degrees 37 minutes 48 seconds West, 30.00 feet, thence North 40 degrees 22 minutes 12 seconds East on a line 30.00 feet northwesterly of an parallel with said right of way line, 248.36 feet; thence North 34 degrees 36 minutes 13 seconds East, continuing on a line 30.00 feet northwesterly of and parallel with said right of way line 392.41 feet; thence South 55 degrees 23 minutes 47 seconds East, 30.00 feet to the point of beginning,

and

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 14; thence South 00 degrees 50 minutes 18 seconds East, said bearing based on the Illinois State Plane Coordinate System-West Zone NAD83 (2007), on the East line of the Northwest Quarter of the Northeast Quarter of said Section 14, 31.15 feet to the Northwest right of way line of the Union Pacific Railroad (formerly the Chicago and Alton Railroad); thence South 34 degrees 36 minutes 13 seconds West on said right of way line, 588.01 feet; thence South 40 degrees 20 minutes 12 seconds West continuing on said right of way line, 470.02 feet to the point of beginning; thence continuing South 40 degrees 22 minutes 12 seconds West on said right of way line, 160.00 feet; thence North 49 degrees 37 minutes 48 seconds West, 40.00 feet; thence North 40 degrees 22 minutes 12 seconds East on a line 40.00 feet Northwesterly of and parallel with said right of way line, 160.00 feet; thence South 49 degrees 37 minutes 48 seconds East, 40.00 feet to the point of beginning.

Parcel 2:

The East 100 feet of the Southeast Quarter of the Southwest Quarter of Section Eleven (11), Township Sixteen (16) North, Range Five (5) West of the Third Principal Meridian, except the North 988.68 feet thereof;

Parcel 3:

The Southwest Quarter of the Southeast Quarter of Section Eleven (11), Township Sixteen (16) North, Range Five (5) West of the Third Principal Meridian.

Except that part described as follows:

Beginning at a stone at the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section Eleven (11); thence North 90 degrees 0 minutes East along the North side of Southwest Quarter of the Southeast Quarter of Section Eleven (11), 1360.55 feet to a stone at the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section Eleven (11); thence South 0 degrees 0 minutes East along the East side of the Southwest Quarter of the Southeast Quarter of Section Eleven (11), 1031.20 feet to an iron pin; thence South 90 degrees 0 minutes West, 314.85 feet to an iron pin; thence North 62 degrees 22 minutes 53 seconds West, 732.34 feet to an iron pin; thence North 90 degrees 0 minutes West, 92.66 feet to an iron pin; thence North 0 degrees 0 minutes West, 95 feet to an iron pin; thence North 90 degrees, 0 minutes West, 305 feet to an iron pin on the West side of the Southeast Quarter of Section Eleven (11); thence North 0 degrees 0 minutes East along said line to the point of beginning.

And except that part described as follows:

From a stone at the Northwest corner of said Southwest Quarter, Southeast Quarter, measure South along the West line of said Quarter Quarter Section 588.68 feet to an iron pin, being the point of beginning; thence East 305 feet; thence South 130 feet; thence West 205 feet; thence South 270 feet; thence West 100 feet to a point on the West line of said Quarter Quarter Section; thence North 400 feet to the point of beginning.

Also, except that part described as follows:

From a stone at the Northeast corner of the Southwest Quarter of the Southeast Quarter, measure South along the Easterly line of said Quarter Quarter Section 926.20 feet to the point of beginning; thence West 102.55 feet; thence South 105 feet; thence East 102.55 feet to a point on the Easterly line of said Quarter Quarter Section; thence North 105 feet to the point of beginning.

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(20191555.PFD/20191555/1)

SCHEDULE A
(Continued)

Commitment Number: 20191555

Except all coal, minerals and mining rights heretofore reserved or conveyed of record.

Situated in Sangamon County, Illinois.

Fidelity National Title Insurance Company

By: 

Prairie Land Title Company, (217) 726-0617

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Fidelity National Title Insurance Company

**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. 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 Land that is associated with these activities.
6. Right, title and interest of TBD under an unrecorded contract to purchase, and all parties claiming by, through or under said contract.
7. There appears to be no open mortgages of record.

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. Rights or claims of parties in possession not recorded in the Public Records.
3. 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.
4. Easements or claims of easements not recorded in the Public Records.

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SCHEDULE B
(Continued)

- 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. Taxes or special assessments which are not shown as existing liens by the Public Records.

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

- 7. AN ALTA LOAN POLICY WILL BE SUBJECT TO THE FOLLOWING EXCEPTIONS (A) AND (B), IN THE ABSENCE OF THE PRODUCTION OF DATA AND OTHER ESSENTIAL MATTERS DESCRIBED IN OUR STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES (ALTA STATEMENT). (A) 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; (B) CONSEQUENCES OF THE FAILURE OF THE LENDER TO PAY OUT PROPERLY THE WHOLE OR ANY PART OF THE LOAN SECURED BY THE MORTGAGE DESCRIBED IN SCHEDULE A, AS AFFECTING; (I) THE VALIDITY OF THE LIEN OF SAID MORTGAGE; AND (II) THE PRIORITY OF THE LIEN OVER ANY OTHER RIGHT, CLAIM, LIEN OR ENCUMBRANCE WHICH HAS OR MAY BECOME SUPERIOR TO THE LIEN OF SAID MORTGAGE BEFORE THE DISBURSEMENT OF THE ENTIRE PROCEEDS OF THE LOAN.
- 8. In order to provide insurance over the matters shown in General Exceptions 1 through 5, this company must be furnished with an ALTA statement executed by the Seller, Lender and Borrower, and a full ALTA survey showing all recorded easements, apparent easements and all improvements on the land and certified to Fidelity National Title Insurance Company.

NOTE: There will be an additional charge if Extended Coverage is desired.

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SCHEDULE B
(Continued)

9. Parcel 1:
Taxes for the year 2018 in the amount of \$794.14. Taxes for 2018 paid in full.

Permanent Index Number(s): 14-14.0-201-003
- Parcel 2:
Taxes for the year 2018 in the amount of \$363.66. 1st installment is UNPAID AND DELINQUENT and 2nd installment is unpaid, but not yet due and payable.

Permanent Index Number(s): 14-11.0-451-004
- Parcel 3:
Taxes for the year 2018, nothing due.

Permanent Index Number(s): 14-11.0-376-040
- (NOTE: Permanent Index Numbers are provided for informational purposes only.)
10. Rights of the public, the State of Illinois, County of Sangamon, Township and Municipality in and to that part of the premises in question taken or used for Road or Highway purposes.
11. Right of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
12. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by, through, or under said holder, if any.
13. Easement in favor of Sprint Communications Company L.P., Qwest Communications Company, LLC, f/k/a Qwest Communication Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc., WiTel Communications, Inc.; WiTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc., recorded February 15, 2012 as Document Number 2012R05558.
14. Sewer Easement, recorded November 13, 1972 as Document Number 351615 in Book 657 at Page 328.
15. Easement in favor of Springfield Sanitary District, recorded in Book 225 Deed at Page 460 and Book 534 Deed at Page 203.
16. Right of Way Easement in favor of Western Illinois Power Cooperative, Inc., recorded May 26, 1972 as Document Number 347356 in Book 650 Deed at Page 971.
17. Right of Way Easement in favor of Western Illinois Bell Cooperative, Inc., recorded August 7, 1967 as Document Number 320321 in Book 610 Deed at Page 948.

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SCHEDULE B
(Continued)

18. Possible rights of the City of Springfield to electrical lines as shown by an assignment from Central Illinois Light Company recorded March 22, 1967 in Book 1010 Mtg at Page 428 as Document No. 480785.
19. Rights of the public and adjoining owners in and to the unobstructed flow of the waters flowing through Spring Creek or Town Branch.
20. Grant of Sewer Easement in favor of Springfield Sanitary District, recorded December 23, 1976 as Document Number 383545 in Book 703 Deed at Page 378.
21. Perpetual Easement for ingress and egress for land in question across adjoining land lying North, shown on Trustee's Deed dated September 13, 1983 and recorded September 15, 1983 as Document Number 936146.
22. Rights of tenants in possession as tenants only under unrecorded leases.

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Commitment Number: 20191555

EXHIBIT A
PROPERTY DESCRIPTION

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

Parcel 1:

All that part of the Northwest Quarter of the Northeast Quarter of Section Fourteen (14), Township Sixteen (16) North, Range Five (5) West of the Third Principal Meridian, lying West of the West line of the right of way of the Chicago and Alton Railway;

Except that portion conveyed to the Union Pacific Railroad Company described as: That part of the Northeast Quarter of Section 14, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois; Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 14; thence South 00 degrees 50 minutes 18 seconds East, said bearing based on the Illinois State Plane Coordinate System-West Zone NAD83 (2007), on the East line of the Northwest Quarter of the Northeast Quarter of said Section 14, 31.15 feet to the Northwest right of way line of the Union Pacific Railroad (formerly the Chicago and Alton Railroad); thence South 34 degrees 36 minutes 13 seconds West on said right of way line, 194.09 feet to the point of beginning; thence South 34 degrees 36 minutes 13 seconds West continuing on said right of way line, 393.92 feet; thence South 40 degrees 20 minutes 12 seconds West continuing on said right of way line, 249.87 feet; thence North 49 degrees 37 minutes 48 seconds West, 30.00 feet; thence North 40 degrees 22 minutes 12 seconds East on a line 30.00 feet northwesterly of a parallel with said right of way line, 248.36 feet; thence North 34 degrees 36 minutes 13 seconds East, continuing on a line 30.00 feet northwesterly of and parallel with said right of way line 392.41 feet; thence South 55 degrees 23 minutes 47 seconds East, 30.00 feet to the point of beginning,

and

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 14; thence South 00 degrees 50 minutes 18 seconds East, said bearing based on the Illinois State Plane Coordinate System-West Zone NAD83 (2007), on the East line of the Northwest Quarter of the Northeast Quarter of said Section 14, 31.15 feet to the Northwest right of way line of the Union Pacific Railroad (formerly the Chicago and Alton Railroad); thence South 34 degrees 36 minutes 13 seconds West on said right of way line, 588.01 feet; thence South 40 degrees 20 minutes 12 seconds West continuing on said right of way line, 470.02 feet to the point of beginning; thence continuing South 40 degrees 22 minutes 12 seconds West on said right of way line, 160.00 feet; thence North 49 degrees 37 minutes 48 seconds West, 40.00 feet; thence North 40 degrees 22 minutes 12 seconds East on a line 40.00 feet Northwesterly of and parallel with said right of way line, 160.00 feet; thence South 49 degrees 37 minutes 48 seconds East, 40.00 feet to the point of beginning.

Parcel 2:

The East 100 feet of the Southeast Quarter of the Southwest Quarter of Section Eleven (11), Township Sixteen (16) North, Range Five (5) West of the Third Principal Meridian, except the North 988.68 feet thereof;

Parcel 3:

The Southwest Quarter of the Southeast Quarter of Section Eleven (11), Township Sixteen (16) North, Range Five (5) West of the Third Principal Meridian.

Except that part described as follows:

Beginning at a stone at the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section Eleven (11); thence North 90 degrees 0 minutes East along the North side of Southwest Quarter of the Southeast Quarter of Section Eleven (11), 1360.55 feet to a stone at the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section Eleven (11); thence South 0 degrees 0 minutes East along the East side of the Southwest Quarter of the Southeast Quarter of Section Eleven (11), 1031.20 feet to an iron pin; thence South 90 degrees 0 minutes West, 314.85 feet to an iron pin; thence North 62 degrees 22 minutes 53 seconds West, 732.34 feet to an iron pin; thence North 90 degrees 0 minutes West, 92.66 feet to an iron pin; thence North 0 degrees 0 minutes West, 95 feet to an iron pin; thence North 90 degrees, 0 minutes West, 305 feet to an iron pin on the West side of the Southeast Quarter of Section Eleven (11); thence North 0 degrees 0 minutes East along said line to the point of beginning.

EXHIBIT A
(Continued)

Commitment Number: 20191555

And except that part described as follows:

From a stone at the Northwest corner of said Southwest Quarter, Southeast Quarter, measure South along the West line of said Quarter Quarter Section 588.68 feet to an iron pin, being the point of beginning; thence East 305 feet; thence South 130 feet; thence West 205 feet; thence South 270 feet; thence West 100 feet to a point on the West line of said Quarter Quarter Section; thence North 400 feet to the point of beginning.

Also, except that part described as follows:

From a stone at the Northeast corner of the Southwest Quarter of the Southeast Quarter, measure South along the Easterly line of said Quarter Quarter Section 926.20 feet to the point of beginning; thence West 102.55 feet; thence South 105 feet; thence East 102.55 feet to a point on the Easterly line of said Quarter Quarter Section; thence North 105 feet to the point of beginning.

Except all coal, minerals and mining rights heretofore reserved or conveyed of record.

Situated in Sangamon County, Illinois.

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL 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 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 Policy Amount 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

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- (d) "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.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements; and
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be 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 shall not be 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 will only have liability 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.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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 www.alta.org/arbitration.

This page is only a part of a 2016 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; 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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