

ATTORNEYS' TITLE GUARANTY FUND, INC.  
ATG® COMMITMENT FORM – SCHEDULE A

**Transaction Identification Data for reference only:**

Commitment No.: 220168906163  
Issuing Agent: Benedick Title Insurance  
Issuing Office's  
ALTA® Registry ID: 1016280  
Issuing Office File No.: TS15502  
Property Address:

ATG licenses: Illinois: TU.0000002 Wisconsin: 000-51560

1. Commitment Date: January 26, 2022 at 9:00 am
2. Policy or policies to be issued:
  - a.  2006 ALTA Owner's Policy  
Proposed Insured:  
Proposed Policy Amount:
  - b.  2006 ALTA Loan Policy  
Proposed Insured:  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment: is a Fee Simple
4. The Title is, at the Commitment Date, vested in:
5. The Land is described as follows:

PARCEL 1:

A parcel of land off of the East side of the Southeast quarter of Section 19 Township 1 South, Range 6 West of the Third Principal Meridian; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Survey B-1 on page 123 designated as Lot 10; EXCEPTING that part thereof more particularly described as follows, to-wit: All that portion of the Northeast quarter of the Southeast quarter of Section 19, described as follows:

Beginning the survey thereof at a point on the common Section line of Section 19 and 20, 2187.6 feet North 0 degrees 16 minutes West of the common corner of Sections 19, 20, 29 and 30; thence South 14 degrees 28 minutes West a distance of 410 feet; thence North 0 degrees 16 minutes West a distance of 413 feet; thence South 89 degrees East, a distance of 398 feet; thence South 0 degrees 16 minutes East a distance of 312.42 feet to the point of beginning.

Except the coal underlying the surface of said land and all rights and easements in favor of the estate of said coal. Situated in St. Clair County, Illinois


PARCEL 2:

The Southeast quarter of the Northeast quarter of Section 19 in Township 1 South, Range 6 West of the Third Principal Meridian; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "C" on Page 121.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 ATG or its issuing agent that may be in electronic form.*

Benedick Title Insurance  
1004 S. Lincoln Avenue, Ste. 9  
OFallon, IL 62269  
(618) 235-1588

1689  
Member No.

  
Signature of Member or Authorized Signatory

ATTORNEYS' TITLE GUARANTY FUND, INC.  
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EXCEPTING that part thereof lying in the Northeast corner of said quarter quarter Section, more particularly described as follows, to-wit:

Commencing the survey thereof at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 19, in Township 1 South, Range 6 West of the Third Principal Meridian, thence running West along the North line of said quarter quarter section a distance of 700 feet to a point; thence running South and parallel to the East line of said quarter quarter Section, a distance of 800 feet to a point, thence running East and parallel to the North line of said quarter quarter Section a distance of 700 feet to the East line of said quarter quarter Section thence running North a distance of 800 feet to the point of beginning.

Except the coal underlying the surface of said land and all rights and easements in favor of the estate of said coal. Situated in St. Clair County, Illinois

PARCEL 3:

Part of the Northeast quarter of the Northwest quarter and part of the Southeast quarter of the Northwest quarter of Section 20, Township 1 South, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois more particularly described as follows, to-wit:

Commencing at a stone marking the Northwest corner of the Northeast quarter of the Northwest quarter of Section 20, thence South 00 degrees 28 minutes 00 seconds East, along the West line of the Northeast quarter of the Northwest quarter, a distance of 417.30 feet, to a 1/2" X 30" re-bar set for the point of beginning for the tract herein described; thence North 89 degrees 32 minutes 00 seconds East, a distance of 180.00 feet, to a 1/2" X 30" re-bar; thence North 00 degrees 28 minutes 00 seconds West a distance of 322.57 feet, to a 1/2" X 30" re-bar set in the Southwesterly right of way line of county Highway No. 20; thence South 64 degrees 20 minutes 53 seconds East, along the Southwesterly right of way line of said Highway No. 20, a distance of 62.53 feet, to a 1/12" X 30" re-bar set at the point of intersection of the Southwesterly right of way line of said County Highway No. 20 with the Westerly right of way line of State Aid Route No. 43 (Illinois Route No. 4); thence South 44 degrees 11 minutes 33 seconds East, along a chord of a curve to the left with a radius of 1051.50 feet, a distance of 77.18 feet, to a 1/2" X 30" re-bar; thence South 00 degrees 27 minutes 16 seconds West, a distance of 1495.15 feet, to a 1/2" X 30" re-bar; thence North 89 degrees 46 minutes 00 seconds West, a distance of 266.75 feet, to a 1/2" X 30" re-bar set in the West line of the Southeast quarter of the Northwest quarter; thence North 00 degrees 15 minutes 20 seconds West, along the West line of the Southeast quarter of the Northwest quarter, a distance of 346.99 feet, to a stone at the Northwest corner of the Southeast quarter of the Northwest quarter; thence North 00 degrees 28 minutes 00 seconds West, along the West line of the Northeast quarter of the Northwest quarter, a distance of 905.45 feet, to the point of beginning.

EXCEPT THAT part falling within Jefferson Road (County Highway 20).

Except the coal underlying the surface of said land and all rights and easements in favor of the estate of said coal.

Situated in St. Clair County, Illinois

PARCEL 4:

EASEMENT for the benefit of Parcel 3 as created by Warranty Deed from Marlene Massey and Elwyn Massey to James Walter and Patricia Anne Walter dated November 5, 1983, recorded in the Recorder's Office of St. Clair County, Illinois, December 5, 1983, in book 2560 page 2325 as Document A756393 for the purpose of ingress and egress over the following described premises:

Part of the Northeast quarter of the Northwest quarter of Section 20, Township 1 South, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit: commencing at a stone marking the Northwest corner of the Northeast quarter of the Northwest quarter of Section 20, thence South 00 degrees 28 minutes 00 seconds East, along the West line of the Northeast quarter of the Northwest quarter, a distance of 41.00 feet to the South right of way line of County Highway No. 20; thence South 89 degrees 19

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minutes 57 seconds East, along the Southerly right of way line of County Highway No. 20, a distance of 73.38 feet; thence South 64 degrees 20 minutes 53 seconds East, along the Southerly right of way line of County Highway, a distance of 181.28 feet, to a 1/2" X 30" re-bar set in the Southwesterly right of way line of State Aid Route No. 43 (Illinois Route No. 4); thence South 44 degrees 11 minutes 33 seconds East, along a chord of a curve to the left with a radius of 1051.50 feet, a distance of 77.18 feet, to a 1/2 X 30" re-bar set for the point of beginning for a 20 foot wide road easement being 20 feet on the Southwesterly side of the following described line; thence South 55 degrees 06 minutes 22 seconds East, along the chord of a curve to the left with a radius of 1051.50 feet, a distance of 322.11 feet to a point on the Southwesterly right of way line of State Aid Route No. 43 (Illinois Route No. 4); thence South 63 degrees 55 minutes 00 seconds East, along the Southwesterly right of way line of State Aid Route No. 43 (Illinois Route No.4), a distance of 174.27 feet, to the point of ending of said 20 foot road easement.

Situated in St. Clair County, Illinois

PARCEL 5:

Part of the Northeast quarter of the Southwest quarter and part of the Southeast quarter of the Northwest quarter of Section 20 Township 1 South, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois more particularly described as follows to-wit:

Commencing at a stone marking the Northwest corner of the Northeast quarter of the Northwest quarter of Section 20, thence South 00 degrees 28 minutes 00 seconds East, along the West line of the Northeast quarter of the Northwest quarter, a distance of 1322.75 feet, to a stone marking the Northwest corner of the Southeast quarter of the Northwest quarter of Section 20; thence South 00 degrees 15 minutes 20 seconds East, along the West line of the Southeast quarter of the Northwest quarter, distance of 346.99 feet, to a 1/2" X 30" re-bar set for the point of beginning for the tract herein described; thence South 89 degrees 46 minutes 00 seconds East, a distance of 1327.08 feet, to 1/2" X 30" re-bar set in the West right of way line of State Aid Route 43 (Illinois Route No. 4); thence South 00 degrees 23 minutes 00 seconds East, along the West right of way line of said Route No. 43, a distance of 1492.11 feet, to a 1/2" X 30" re-bar being 2173.45 feet North of the south line of said Section 20; thence North 89 degrees 06 minutes 03 seconds West along the North right of way line of a private road, a distance of 1329.07 feet, to a 1/2" X 30" re-bar in the West line of the Northeast quarter of the Southwest quarter of section 20; thence North 00 degrees 26 minutes 08 seconds West, along the West line of the Northeast quarter of the Southwest quarter of Section 20, a distance of 497.73 feet, to a 1/2" X 30" re-bar set for the Northwest corner of the Northeast quarter of the Southwest quarter of Section 20; thence North 00 degrees 15 minutes 20 seconds West, along the West line of the Southeast quarter of the Northwest quarter of Section 20, a distance of 978.92 feet, to the point of beginning.

Except coal and other minerals underlying with the right to mine and remove the same.

Situated in St. Clair County, Illinois

PARCEL 6:

The Southwest quarter of the Northwest quarter of Section 20 in Township 1 South Range 6 west of the Third Principal Meridian

EXCEPTING the West 20 feet of the North 800 feet thereof. Situated in St. Clair County, Illinois

PARCEL 7:

EASEMENT for the benefit of parcel 6 as created by deed from Arthur C. Knipp and Bertha K. Knipp to Eugene R. Buffard and Anna Buffard dated November 12, 1957 and recorded in the Recorder's Office of St. Clair County, Illinois, November 15, 1957 as Document 915041 for the purpose of ingress and egress over the following described premises to-wit:

A strip of land 20 feet wide off of the West side of the Northwest quarter of the Northwest quarter, also over the West 20 feet of the North 800 feet of the Southwest quarter of the Northwest quarter of Section 20, Township 1 South, Range 6 West.

 ATTORNEYS' TITLE GUARANTY FUND, INC.  
**ATG<sup>®</sup> COMMITMENT FORM – SCHEDULE A**

Commitment No.: 220168906163

Situated in St. Clair County, Illinois

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: 220168906163

Commitment Date: January 26, 2022 at 9:00 am

State Issued:

File Name: TS15502

**PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify ATG® 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. ATG 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.
4. Documents satisfactory to ATG 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. The following additional requirements must be satisfied at or prior to the closing:
  - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
  - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
  - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
  - d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
6. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways:
  - (1) as an email from the domain "@atgf.com," or
  - (2) as a fax from fax number 312.372.9509 or 217.403.7401.

**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 ATG:


**Standard Exceptions**

1. Rights or claims of parties in possession not shown by the Public Records.

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Benedick Title Insurance  
1004 S. Lincoln Avenue, Ste. 9  
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1689  
Member No.

  
Signature of Member or Authorized Signatory

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by 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 by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

### **Special Exceptions**

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof 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. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:
  - 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 that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Any Owner's Policy issued pursuant to this Commitment will be subject to the following exception:

The property address listed on Schedule A is provided solely for informational purposes, without warranty as to accuracy or completeness, and is not hereby insured and is not included in the Land as defined in Condition 1.

4. The lien of taxes assessed for the year 2021 and thereafter:

First installment 2020 taxes in the amount of \$1,016.12 is Paid.  
 Second installment 2020 taxes in the amount of \$1,016.12 is Paid.  
 Taxes for the year 2022 are not yet due and payable.

Permanent Index No. 15-19-0-400-005 (Parcel One)

5. The lien of taxes assessed for the year 2021 and thereafter:

First installment 2020 taxes in the amount of \$182.37 is Paid.  
 Second installment 2020 taxes in the amount of \$182.37 is Paid.  
 Taxes for the year 2022 are not yet due and payable.

Permanent Index No. 15-19-0-200-004 (Parcel Two)

6. The lien of taxes assessed for the year 2021 and thereafter:

First installment 2020 taxes in the amount of \$57.58 is Paid.  
 Second installment 2020 taxes in the amount of \$57.58 is Paid.  
 Taxes for the year 2022 are not yet due and payable.

Permanent Index No. 15-20-0-100-017 (Parcel Three)

7. The lien of taxes assessed for the year 2021 and thereafter:



First installment 2020 taxes in the amount of \$260.78 is Paid.  
Second installment 2020 taxes in the amount of \$260.78 is Paid.  
Taxes for the year 2022 are not yet due and payable.

Permanent Index No. 15-20-0-100-019 (Parcel Five)

8. The lien of taxes assessed for the year 2021 and thereafter:

First installment 2020 taxes in the amount of \$405.54 is Paid.  
Second installment 2020 taxes in the amount of \$405.54 is Paid.  
Taxes for the year 2022 are not yet due and payable.

Permanent Index No. 15-20-0-300-002 (Parcel Five)

9. The lien of taxes assessed for the year 2021 and thereafter:

First installment 2020 taxes in the amount of \$268.11 is Paid.  
Second installment 2020 taxes in the amount of \$268.11 is Paid.  
Taxes for the year 2022 are not yet due and payable.

Permanent Index No. 15-20-0-100-004 (Parcel Five)

10. Mortgage dated February 8, 2002, and recorded February 5, 2002, as Document No. A016663337, executed by Operating Engineers Local 520 Joint Apprenticeship & Training Fund, and given to The Bank of Edwardsville, to secure a note in the amount of \$355,000.00, and such other sums as provided therein. Note: This Mortgage affects Parcels 15-19-0-400-005, 15-19-0-200-004, 15-20-0-100-017, 15-20-0-100-019 and 15-20-0-300-002

ATG should be provided with a statement from the borrower(s) regarding the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender regarding delayed or postponed payments or other restructuring of the debt secured by the mortgage.

11. Subject to a Cash Rent Farm Lease between Operating Engineers Local 520 Joint Apprenticeship & Training Fund as Landowner, and James Walter as Tenant dated January 31, 2002 and recorded April 3, 2013 as Document A02362074. Note: This affects Parcels 15-19-0-400-005, 15-19-0-200-004, 15-20-0-100-017, 15-20-0-100-019, 15-20-0-300-002 and 15-20-0-100-004
12. 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.
13. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
14. Easement for public and quasi-public utilities, if any.
15. Building Lines as set by Supervisors Resolution adopted June 6, 1966 and Recorded in Book 2017 on Page 13.
16. Water drainage easement and maintenance agreement between Hazel H. Heberer and James Walter recorded March 23, 2000, recorded in Book 3422 Page 286.
17. Covenants and restrictions contained in Warranty Deed from Merl B. Walter and Leona F. Walter to Sentry Royalty Company recorded April 1, 1965 in Book 1946 Page 611.
18. Easement over roadway not exceeding 16 1/2 feet in width as now located across the Northwest quarter of Section 20 Township 1 South Range 6 West of the Third Principal Meridian to county Road along the North side of said Section 20 contained in Master's deed to Rudolph Lomko dated November 20, 1920, in Book 428 Page 488.
19. Rights of ingress and egress granted by deed dated June 7, 1929 recorded in book 747 page 168 which recites: "The right of ingress and egress over roadway not exceeding 16 1/2 feet in width as located across the Northwest quarter of Section 20 Township 1 South Range 6 West to County Road along the North side of said Section 20. Subject Terms, provisions, and conditions relating to the easement described as Parcel 4 and 7 contained in the instrument creating said Easement. Rights or the adjoining owner or owners to the concurrent use or said

20. Release to all claims to damages by reason of construction and maintenance of a public road, as contained in deed for public road purposes in favor of The County of St. Clair, State of Illinois dated March 23, 1928, recorded March 24, 1928, in book 692 page 203.
21. Release to all claims to damages by reason of construction and maintenance of a public road, as contained in deed for public road purposes in favor of The County of St. Clair, State of Illinois dated October 8, 1942, recorded January 20, 1943, in book 969 Page 228.
22. Oil and gas lease dated May 9, 1969 recorded June 2, 1969 as Document A315032 in book 2178 page 103.
23. Twenty foot easement along the Easterly line of land described herein for purposes of ingress and egress for the benefit of adjoining landowners as disclosed by deed dated November 5, 1983 recorded December 5 1983 in book 2560 page 2325.
24. An examination as to ownership of oil, gas and other minerals underlying the said premises has not been conducted, and should not be construed as being included in the ownership title.
25. Attention is directed to ordinances and regulations relating to connections, charges and liens for use of any public sewerage, water or other utility system serving the land referred to herein. We call your attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.
26. All Documents referred to herein are recorded in St. Clair County, Illinois.

All documents to be recorded in this transaction are subject to approval by the Mapping and Platting Department of St. Clair County. The fund or this agency assumes no liability or responsibility for the preparation of or acceptance of deed and documents for recording which do not in fact receive the approval of the Mapping and Platting Department of St. Clair County.

The Fund or this Agency will not be responsible for the intervening liens or other loss occasioned as a result of delay in recording in the documents tendered if not approved by the Mapping and Platting Department of St. Clair County and recording is thereby delayed.

*End of Schedule B*





ATTORNEYS' TITLE GUARANTY FUND, INC.

Commitment No. 220168906163

**CHAMPAIGN, ILLINOIS**

## **COMMITMENT FOR TITLE INSURANCE**

American Land Title Commitment for Title Insurance—adopted August 1, 2016

### **NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST ATTORNEYS' TITLE GUARANTY FUND, INC., (ATG®) 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 ATG TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO ATG, WERE PERFORMED SOLELY FOR THE BENEFIT OF ATG, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

ATG'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. ATG 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, Attorneys' Title Guaranty Fund, Inc., (ATG) 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 ATG 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 six months after the Commitment Date, this Commitment terminates and ATG's liability and obligation end.

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## 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.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by ATG 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 ATG's liability and obligation end.

3. ATG'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 ATG or its issuing agent that may be in electronic form.

### 4. ATG'S RIGHT TO AMEND

ATG may amend this Commitment at any time. If ATG 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 ATG is limited by Commitment Condition 5. ATG shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) ATG's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between ATG'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 ATG's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) ATG 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 ATG about it in writing.

- (c) ATG 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.
- (d) ATG'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) ATG shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall ATG 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 ATG.
- (g) In any event, ATG'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 ATG.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and ATG's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is ATG's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not ATG's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

ATG may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that ATG 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 ATG 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](http://www.alta.org/arbitration).