

Transaction Identification Data for reference only:

Issuing Agent: Title Professionals, Inc. dba Roe Abstract & Title
Issuing Office: 113 North Main Street, Pinckneyville, IL 62274
Issuing Office's ALTA® Registry ID: 1068820
Loan ID Number:
Commitment Number: ROE 23-051
Issuing Office File Number: ROE 23-051
Property Address: _____ Sacred Heart Rd, Du Quoin, IL 62832

SCHEDULE A

1. Commitment Date: March 27, 2023 at 07:30 AM
2. Policy to be issued:
(a) ALTA® ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$ 10,000.00
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:
JEREMY SHEA
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Chicago Title Insurance Company

By: *Deane R. Humming*
Title Professionals Inc., dba Roe Abstract & Title,
PHONE 618 357-2929 FAX 618 357-3164

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(ROE 23-051.PFD/ROE 23-051/2)

**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 JEREMY SHEA to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
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. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
10. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
11. Executed ALTA Statement, if applicable.
12. In order to eliminate Exception No. 32, the Spouse, if any, of the record title holder, must join in Conveyance/Mortgage.

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SCHEDULE B
(Continued)

Commitment Number: ROE 23-051

13. We should be provided with our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to Covid-19 we may be temporarily unable to record documents in the normal course of business.
14. 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.

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SCHEDULE B
(Continued)

Commitment Number: ROE 23-051

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:

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records.
2. 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.
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.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. 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.
8. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
9. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.
10. Taxes: The General Taxes for the years 2022 and 2023 are a lien, but not yet due and payable. Property Record Number 1-62-0110-060.

Taxes of record for 2021 payable in 2022 appear paid in the amount of \$186.04 with No Exemptions.

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SCHEDULE B
(Continued)

Commitment Number: ROE 23-051

11. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
12. Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.
13. Resolution A-6-25-02, dated Jun 25 2002, recorded Jun 26 2002 in Record Book 639, page 14, alterations and relocation of all buildings or structures, and the location or relocation of mobile homes, requires a Perry County Building Permit prior to commencement. The violation of any rule or regulation shall be subject to a fine. (For further particulars see record)
14. Subdivision Ordinance of Perry County, adopted Mar 9 1998, revised Apr 26 1999, and recorded Apr 27 1999 in Record Book 461, pages 303-341.

Perry County Government Ordinance A-5-28-02 dated May 28, 2002, recorded June 26, 2002 in Record Book 639, page 17, as to Compliance with Plat Act and Perry County Subdivision Ordinance.
15. Terms, provisions, restrictions and conditions contained in the Perry County Zoning Ordinance Adopted December 18, 2007. Copies of the ordinance are available at the Perry County Recorder's Office.
16. All rights and easements in favor of the owner of the mineral estate or of any party claiming by, through, or under said estate.
17. This commitment and policy when issued does not insure any coal, oil, gas or other minerals. Therefore, any document of record affecting the mineral estate including oil and gas leases has been intentionally omitted.
18. Easement to General Telephone Company dated May 29, 1967, recorded in Book 248, page 183. (Affects SE-SW)
19. Easement to Illinois Power Company dated September 3, 1959, recorded in Book 205, page 258. (Affects NW-SW)
20. Road vacation dated July 30, 1959, recorded in Book 208, page 59. (Affects NW-SW)
21. NOTE: The following is provided for your information and is not a part of this Commitment/Policy.

The following Environmental Disclosure Document for Transfer of Real Property appears of record which includes a description of the land insured or a part thereof.
Document recorded March 5, 1990 in Record Book 89, page 42.

22. Right of Way Easement dated March 5, 1990, recorded March 5, 1990 in Record Book 89, page 148 from Phillip L. Alvis to Charles A. Hill, Howard N. Hill, Buddy Brett Crain and Ted A. Phillips. (Affects NW-SE)
23. Electric Easement dated October 22, 2002, recorded November 5, 2002 in Record Book 663, page 275, re-recorded on November 27, 2002 in Record Book 668, page 214 to Illinois Power Company.
24. Easement dated June 2, 1994, recorded October 17, 1994 in Record Book 256, page 183 to Illinois Power Company. (Affects NE-SW and SE-SW)

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SCHEDULE B
(Continued)

Commitment Number: ROE 23-051

25. Electric Easement dated October 15, 2003, recorded October 22, 2003 in Record Book 741, page 271 to Illinois Power Company.
26. Terms, provisions and conditions contained in Special Warranty Deed for Surface of Real Estate and Quit Claim Deed for Minerals dated March 5, 1990 and recorded March 5, 1990 in Record Book 89, page 1.
27. Rights of owners of land bordering upon the lake in and to that part of the land inundated by the waters of said lake.
28. Matters referenced on Plat of Survey dated January 12, 2008, recorded May 23, 2008 as Document No. 2008-1457 made by Larry J. Moore, IPLS No. 2134. We are referencing what we see on the survey; we are not insuring that the surveyor properly depicted it on the ground.
29. Matters referenced on Plat of Survey dated April 6, 2022 and recorded May 19, 2022 as Document No. 2022-01075 made by Jason L. Taylor, IPLS No. 3680 of Big Muddy Land Surveying, LLC. We are referencing what we see on the survey; we are not insuring that the surveyor properly depicted it on the ground.
30. Terms, provisions and conditions relating to the easement described as Parcel No. 2 contained in the instrument creating such easement.
31. Rights of adjoining owner or owners to the concurrent use of the easement described as Parcel 2.
32. Outstanding homestead interest, if any, in the present spouse, if any, of the record title holder of the premises in question.
33. Subject to any existing unrecorded Farm Lease or Cash Rental Agreement.
34. Subject to any existing Government CRP contracts or Forestry Management Plans.
35. In the event the amount of insurance stated in Schedule A at the dated of policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the date of policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the amount of insurance stated in Schedule A, then this policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the company shall only pay the loss pro rata in the proportion that the amount of insurance at dated of policy bears to the total value of of the insured estate or interest at date of policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the company shall only pay the loss pro rata in the proportion that 120 percent of the the amount of insurance stated in Schedule A bears to the sum of the amount of insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the amount of insurance stated in Schedule A.

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SCHEDULE B
(Continued)

Commitment Number: ROE 23-051

Customer Service Contact Information:

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0804436

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AMERICAN
LAND TITLE
ASSOCIATION



(ROE 23-051.PFD/ROE 23-051/9)

EXHIBIT A

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

PARCEL 1: A part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), a part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4), a part of the East One Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), and a part of the East One Half (E1/2) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), all in Section Eleven (11), Township Six (6) South, Range Two (2) West of the Third Principal Meridian, Perry County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Eleven (11), Township Six (6) South, Range Two (2) West of the Third Principal Meridian; thence Southerly on the East line of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section Eleven (11) on an azimuth of 180° 52' 51", a distance of 515.00 feet to the point of beginning for this description; thence Southerly on the said East line of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), and on the East line of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) on an azimuth of 180° 52' 51", a distance of 1,816.03 feet; thence Northwesterly on an azimuth of 307° 39' 36", a distance of 135.24 feet; thence Northwesterly on an azimuth of 281° 38' 06", a distance of 468.09 feet; thence Northwesterly on an azimuth of 272° 31' 45", a distance of 799.91 feet; thence Northwesterly on an azimuth of 281° 21' 27", a distance of 612.45 feet to the West line of the East One Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section Eleven (11); thence Northerly on the said West line of the East One Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), and on the West line of the East One Half (E1/2) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of said Section Eleven (11) on an azimuth of 1° 11' 19", a distance of 1,733.44 feet; thence Southeasterly on an azimuth of 99° 34' 27", a distance of 708.05 feet; thence Southeasterly on an azimuth of 102° 54' 07", a distance of 192.31 feet; thence Northeasterly on an azimuth of 37° 08' 01", a distance of 157.77 feet; thence Southeasterly on an azimuth of 98° 43' 16", a distance of 1,013.92 feet to the point of beginning, EXCEPT all coal, oil, gas and other minerals and all rights and easements in favor of the estate of said minerals.

PARCEL 2: Easement for the benefit of Parcel 1, over and across the surface only of a strip of ground being Thirty (30) feet wide, Fifteen (15) feet on each side of, adjacent to, parallel with the following described centerline and extensions thereof located in the West One Half (W1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Eleven (11), Township Six (6) South, Range Two (2) West of the Third Principal Meridian, said centerline more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Eleven (11), Township Six (6) south, Range Two (2) West of the Third Principal Meridian; thence Northerly on the West line of the said Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) on an azimuth of 0° 52' 51", a distance of 780.47 feet to the point of beginning for this centerline description; thence Southeasterly on an azimuth of 119° 54' 02", a distance of 87.69 feet; thence Southeasterly on an azimuth of 116° 59' 23", a distance of 81.08 feet; thence Southeasterly on an azimuth of 111° 46' 18", a distance of 70.65 feet; thence Southeasterly on an azimuth of 108° 40' 06", a distance of 72.76 feet; thence Southeasterly on an azimuth of 107° 05' 36", a distance of 38.30 feet; thence Southeasterly on an azimuth of 102° 29' 06", a distance of 55.96 feet; thence Southeasterly on an azimuth of 113° 09' 56", a distance of 39.03 feet; thence Southeasterly on an azimuth of 134° 48' 29", a distance of 68.37 feet; thence Southeasterly on an azimuth of 145° 13' 00", a distance of 48.78 feet; thence Southeasterly on an azimuth of 132° 15' 16", a distance of 109.90 feet; thence Southeasterly on an azimuth of 115° 05' 23", a distance of 61.45 feet; thence Southeasterly on an azimuth of 96° 27' 34", a distance of 63.41 feet to the centerline of an existing public road (Sacred Heart Road) and the point of termination, as created by Right of Way Easement dated May 14, 2008 and recorded May 15, 2008 as Document No. 2008-1367 and subsequently conveyed by Trustee's Deed dated May 23, 2008, recorded May 23, 2008 as Document No. 2008-1459

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO 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, Chicago 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 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;
 - (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.

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- (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.
- (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 <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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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(ROE 23-051.PFD/ROE 23-051/2)

Title Professionals, Inc. Privacy Policy Statement

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information-particularly any personal or financial information. We agree that you have a right to know how we utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use to the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements or other business relationships.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.