



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

Issuing Agent: Beanblossom, P.C., H. Mark

Issuing Office:

Issuing Office's ALTA® Registry ID:

Commitment Number: 2040-6283426

Issuing Office File Number: 2022127118

Property Address: 0 Stanton-Koko Rd., Stanton, TN 38012

Revision Number: 2

SCHEDULE A

1. Commitment Date: September 1, 2023 at 8:00 a.m.

2. Policy to be issued:

- a. ☒ ALTA® Owner's Policy of Title Insurance
☐ ALTA® Homeowner's Policy
Proposed Insured: Gault Company
Proposed Amount of Insurance: \$2,910,000.00
The estate or interest to be insured: See Item 3 below
- b. ☒ ALTA® Loan Policy of Title Insurance
☐ ALTA® Expanded Coverage Loan Policy
Proposed Insured: Financial Federal Bank
Proposed Amount of Insurance: \$1,525,000.00
The estate or interest to be insured:
- c. ☐ ALTA® Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:

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:

Charles W. Lonon and wife, Nedra R. Lonon; Travis G. Lonon, III; John Ware Lonon; Allix Kate Lonon; William Bond Lonon and John Walter Lonon, according to their respective interests

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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.

Copyright 2021 American Land Title Association. All rights reserved.

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



First American

**Commitment for Title Insurance
Tennessee - 2021 v. 01.00 (07-01-2021)**

Beanblossom, P.C., H. Mark

By: _____

Authorized Signatory

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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association.

Form 50129447 (6-14-22)



Commitment No.: 2040-6283426

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 conveying the land from Charles W. Lonon and wife, Nedra R. Lonon; Travis G. Lonon, III; John Ware Lonon; Allix Kate Lonon; William Bond Lonon and John Walter Lonon, according to their respective interests, as single persons or joined by their respective spouses, if married, to Gault Company.
5. Satisfactory evidence must be furnished as to the proper incorporation of Gault Company, a _____ corporation, prior to closing this transaction, together with proof as to the current status of said corporation in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.
6. Note: 2022 Haywood County taxes show **PAID** in the amount of \$7,023.05 as of the date of October 12, 2022 for Tax Parcel Identification No. 134-043.00 (Part of).
7. Note: The property described on Schedule A is not assessed for city taxes.
8. Survey acceptable to the Company prepared by a registered land surveyor dated no more than 90 days prior to the closing date of subject transaction and certified to the proposed insured(s), First American Title Insurance Company, and all other parties in interest. The Company reserves the right to make such additional requirements as it may deem necessary.

NOTE: The title search performed on the land described in Schedule A did not disclose any open deeds of trust and/or mortgages of record. If this is believed to be an error, please contact the Production Department immediately for further review prior to closing. In the alternative, please verify and confirm that all parties have no knowledge of any outstanding obligations or debt.

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.

Copyright 2021 American Land Title Association. All rights reserved.

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

Form 50129447 (6-14-22)



Commitment No.: 2040-6283426

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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, not shown by the Public Records.
5. 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 and not shown by the Public Records.
6. Any lien or rights to a lien, for labor, services or materials imposed by law and not shown by the Public Records.
7. 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, limestone, 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 the Public Records or are shown in Schedule B.
8. Taxes and assessments for the year 2023 and subsequent years, not yet due and payable.

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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association.

Form 50129447 (6-14-22)



9. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann _ 67-5-603, et seq.
10. Liability as to taxes resulting from rollback and/or greenbelt taxes pursuant to the provisions of Tenn Code Ann _67-5-1001, et seq.
11. County of Haywood taxes for the year 2023 and thereafter, not yet due and payable.
12. Easement for right of way, recorded in Deed Book 96, Page 339; Deed Book 169, Page 548; Deed Book 217, Page 63 and Deed Book 217, Page 71.
13. Greenbelt applications of record in Record Book 62, Page 651 and Record Book 181, Page 35.
14. Easement for the flow of the waters of Big Muddy Creek, and the rights of the public therein.
15. Rights of upper and lower riparian owners to the flow of the waters of the Big Muddy Creek, free from diminution or pollution.
16. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Big Muddy Creek river (or creek).
17. Rights or claims of tenants under unrecorded leases.
18. No coverage is provided as to the amount of acreage or square footage of the land.
19. All matters as shown on survey of Mid-South Engineering Support LLC dated January 27, 2023

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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association.

Form 50129447 (6-14-22)



Notices – Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association.

Form 50129447 (6-14-22)



EXHIBIT A

The Land referred to herein below is situated in the County of Haywood, State of Tennessee, and is described as follows:

A tract or parcel of land situated in the 3rd Civil District of Haywood County, Tennessee, and more particularly described as follows, to-wit:

Being Parcel 43, Map 134, Property Assessor's Office, Haywood County, Tennessee, and containing 719 acres, more or less.

Bounded on the North by Pittenger, Stanton-Koko Road and Mayhill Road; on the East by Buchanan and Stalcup; on the South by McWilliams and Camp Ground Road; and on the West by Daniel, Beatty, Bruhn, Ware and Hawkins.

Being part of that property conveyed to P.O. Wilkerson by Warranty Deed from L.O. Wilkerson and wife, Sarah Edna Wilkerson, of record in Deed Book 71, Page 496, in the Register's Office of Haywood County, Tennessee, dated September 11, 1941, and recorded on October 8, 1941.

Being part of that property conveyed to P.O. Wilkerson for life, remainder to his daughter, Ruble Wilkerson Morgan, by Warranty Deed from Melvin Acuff and wife, Lucile Acuff, of record in Deed Book 81, Page 141, in the Register's Office of Haywood County, Tennessee, dated December 30, 1948, and recorded on December 31, 1948.

Being part of that property conveyed to Blanche Ruble Morgan by Warranty Deed from P.O. Wilkerson and wife, Mary C. Wilkerson, of record in Deed Book 83, Page 399, in the Register's Office of Haywood County, Tennessee, dated May 12, 1950, and recorded on January 4, 1951.

Being part of that property devised to Rubel Wilkerson Morgan by the Last Will and Testament of P.O. Wilkerson, of record in Will Book H, Page 214, in the Office of the Clerk & Master of Haywood County, Tennessee, dated January 10, 1949, and compared on March 23, 1951.

Being part of that property devised to Rubel Wilkerson Morgan by the Last Will and Testament of Mary C. Wilkerson, of record in Will Book H, Page 424, in the Office of the Clerk & Master of Haywood County, Tennessee, dated January 10, 1949 and admitted to probate on November 12, 1957.

Between 1993 and 2001, Ruble W. Morgan executed an annual series of conveyances of fractional interests in the above-described lands to Charles W. Lonon and wife, Nedra R. Lonon; Travis G. Lonon, Jr., and wife, Brenda A. Lonon; William W. Lonon and Glenn Lonon and wife, Mary Patsy Lonon. By contemporaneously recorded conveyances, the fractional interests vested in Charles W. Lonon, Travis G. Lonon, Jr. and William W. Lonon and their respective spouses were conveyed to Glenn Lonon and wife, Mary Patsy Lonon.

Being part of that property conveyed to Glenn Lonon by Quitclaim Deed from Mary Patsy Lonon, of record in Deed Book 242, Page 695, in the Register's Office of Haywood County, Tennessee, dated April 2, 2001, and recorded on April 3, 2001.

Being part of that property devised to Mary Patsy Lonon by the Last Will and Testament of Glenn Lonon, of record in Will Book P, Page 563, in the Office of the Clerk & Master of Haywood County, Tennessee, dated August 1, 1991, and filed for record on February 19, 2002.

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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association.



Between 2003 and 2009, Mary Patsy Lonon executed an annual series of conveyances of fractional interests in the above-described lands to:

- Charles W. Lonon and wife, Nedra R. Lonon; Deed Books 262-260 and 262-518 (undivided 1/40th interest); Record Books 4-807; 17-434 and 33-370 (undivided 1/40th interest); and Record Books 52-686 and 62-332 (undivided 1/48th interest)
- Travis G. Lonon, Jr., and wife, Brenda A. Lonon; Deed Books 262-256 and 262-522 (undivided 1/40th interest); Record Books 4-815; 17-429 and 33-366 (undivided 1/40th interest) and Record Books 52-684 and 62-326 (undivided 1/48th interest)
- William W. Lonon and wife, Mary Margaret Lonon; Deed Books 262-264 and 262-514 (undivided 1/40th interest); Record Books 4-809; 17-442 and 33-374 (undivided 1/40th interest) and Record Books 52-687 and 62-328 (undivided 1/48th interest)
- John Ware Lonon and Allix Kate Lonon, as equal tenants in common; Deed Books 262-262 and 262-520 (undivided 1/40th interest); Record Books 4-813; 17-437 and 33-368 (undivided 1/40th interest) and Record Books 52-693 and 62-324 (undivided 1/48th interest)
- William Bond Lonon and John Walter Lonon, as equal tenants in common; Deed Books 262-266 and 262-516 (undivided 1/40th interest); Record Books 4-811; 17-444 and 33-372 (undivided 1/40th interest) and Record Books 52-689 and 62-330 (undivided 1/48 interest)
- Emily Paige Lonon and Travis G. Lonon, III, as equal tenants in common; Deed Book 262-258 and 262-524 (undivided 1/40th interest); Record Books 4-817, 17-431 and 33-364 (undivided 1/40th interest) and Record Books 52-691 and 62-322 (undivided 1/48th interest)

Being part of that property conveyed to Charles W. Lonon and wife, Nedra R. Lonon by Quitclaim Deed from William W. Lonon and wife, Mary Margaret Lonon, of record in Record Book 74, Page 374, in the Register's Office of Haywood County, Tennessee, dated January 19, 2010, and recorded on January 20, 2010.

Being part of that property conveyed to Charles W. Lonon and wife, Nedra R. Lonon, by Warranty Deed from Travis G. Lonon and wife, Brenda A. Lonon, of record in Record Book 149, Page 675, in the Register's Office of Haywood County, Tennessee, dated March 9, 2017, and recorded on March 13, 2017.

Being part of that property conveyed to Travis G. Lonon, III, by Co-Administrator's Deed from Travis Glenn Lonon, Jr., and Brenda A. Lonon, individually, and as Co-Administrators of the Estate of Emily Paige Lonon, of record in Record Book 180, Page 807, in the Register's Office of Haywood County, Tennessee, dated December 10, 2019, and recorded on December 10, 2019.

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.

Copyright 2021 American Land Title Association. All rights reserved.

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



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.

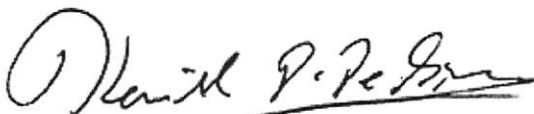
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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 six months 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.

Copyright 2021 American Land Title Association. All rights reserved.

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



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

- 2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association.



3. The Company's liability and obligation is limited by and 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.
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**
- 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:
 - comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - 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.
 - 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.
 - 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.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - 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.
 - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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.

Copyright 2021 American Land Title Association. All rights reserved.

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



- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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.

Copyright 2021 American Land Title Association. All rights reserved.

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



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>.

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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association.

Form 50129447 (6-14-22)