



PRELIMINARY

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

Issuing Agent: Integrity Title Services, Inc.
 Issuing Office: 1532 Wabash Ave., Terre Haute, IN 47807
 Issuing Office's ALTA® Registry ID: 1087492
 Loan ID No.:
 Commitment No.: 24 0725C TBD STONER
 Issuing Office File No.: 24 0725C TBD STONER
 Property Address: 116.99 +/- ac E County Road 1100 S, Clay City, IN 47841
 Revision No.:

SCHEDULE A

1. Commitment Date: July 8, 2024
2. Policy to be issued:
 - a. ALTA Own. Policy (07/01/21)
 Proposed Insured: TO BE DETERMINED
 Proposed Amount of Insurance: \$ 800,000.00
 The estate or interest to be insured: Fee Simple
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: The Patricia J. Stoner Living Trust under an agreement dated January 1, 1998.
5. The Land is described as follows:
SEE EXHIBIT C ATTACHED HERETO

Integrity Title Services, Inc.

By: Justin Woodruff
 Integrity Title Services, Inc.
 Phone: 812-235-0005



This page is only a part of a 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; 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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SCHEDULE B, PART I - Requirements

Commitment No.: 24 0725C TBD STONER
File No.: 24 0725C TBD STONER

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
10. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
13. Only if requested, Lender's Final Title Policy to contain 8.1 endorsement (EPA) and ALTA 9 endorsement and any other endorsements specific to the transaction, requested by the Lender, and approved by Integrity Title Services, Inc. consistent

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SCHEDULE B
(Continued)

Commitment No.: 24 0725C TBD STONER
File No.: 24 0725C TBD STONER

with the issuing policy of the company and payment of any relative charge.

14. Payment, release and/or satisfaction of any and all mortgage, judgment liens and other encumbrances on title that are shown on Schedule B, Section II.
15. NOTATION: For Informational Purposes Only: Chain of Title

NOTE

Patricia J. Stoner died November 6, 2022.
J. Marvin Stoner died April 8, 2019.

Quitclaim Deed from Patricia J. Stoner to Patricia J. Stoner and J. Marvin Stoner, Co-Trustees of the Patricia J. Stoner Living Trust under an agreement dated January 1, 1998, deed dated July 31, 2000 and recorded August 16, 2000 in Book 14, Page 392. (INCLUDING BOTH SURFACE AND SUBSURFACE)

Quitclaim Deed from Patricia J. Stoner to Patricia J. Stoner and J. Marvin Stoner, Co-Trustees of the Patricia J. Stoner Living Trust under an agreement dated January 1, 1998, deed dated July 18, 1998 and recorded August 10, 1998 in Book 224, Page 999. (SURFACE ONLY)

Quit Claim Deed from Roberta G. Inlow to Patricia J. Stoner, dated November 10, 1987 and recorded November 10, 1987 in Record 204, Page 102. (SURFACE ONLY)

Quit Claim Deed from Patricia J. Stoner to Roberta G. Inlow, dated November 10, 1987 and recorded November 10, 1987 in Record 204, Page 100. (SURFACE ONLY)

Quitclaim Deed from Lovicia Graber to Patricia J. Stoner and Roberta G. Inlow, as tenants in common, each with an undivided 1/2 interest, dated April 7, 1980 and recorded April 11, 1980 in Record 187, Page 106.

Order and Decree of Petition for Authority to Make Partial Distribution of Real Estate by Lovicia Graber, unmarried widow of Willard Graber, transferring vesting of property to Patricia J. Stoner and Roberta G. Inlow, as tenants in common, and subject to a Life Estate for Lovicia Graber, filed April 1, 1980 in Clay County Circuit Court and recorded April 2, 1980 in Record 187, Page 86.

NOTE

Willard Graber died October 18, 1978.

16. Deed from
17. Mortgage from ___ to _____ (lender) in the amount of (\$0.00).
18. The policy will not be issued until we are provided the Trust Agreement and any amendments thereto, together with an affidavit by the trustee stating that the trust is in full force and effect, that the trustee has accepted appointment as trustee, and that the requirements, if deemed necessary, may be made after our review of the trust Agreement.

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SCHEDULE B

(Continued)

Commitment No.: 24 0725C TBD STONER

File No.: 24 0725C TBD STONER

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Real estate taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 10, 2024:

Assessed in the name of: Stoner, Patricia J & J Marvin Stoner, Co-Trustees

Parcel No.: 11-11-17-100-001.000-005

Taxing Unit and Code: Harrison Twp

Land: \$153,200

Improvements: \$0

Exemptions: \$0

May Installment of \$1,086.99 PAID

November Installment of \$1,086.99 NOT PAID

Assessed in the name of: Stoner, Patricia J & J Marvin Stoner, Co-Trustees

Parcel No.: 11-11-17-400-002.000-005

Taxing Unit and Code: Harrison Twp

Land: \$38,100

Improvements: \$0

Exemptions: \$0

May Installment of \$269.98 plus penalty of \$27.00 = \$296.98 minus pmt of \$269.98 = 27.00 **DELINQUENT**

November Installment of \$269.98 NOT PAID

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SCHEDULE B

(Continued)

Commitment No.: 24 0725C TBD STONER

File No.: 24 0725C TBD STONER

NOTE: Taxes shown above are listed as of the date of this Commitment and are subject to change for re-assessment, correction of errors, etc... The Title Company strongly advises you to verify the tax amount with the respective County Treasurer's Office.

8. Real estate taxes assessed for the year 2024 and 2025 are a lien but not yet due and payable.
9. Minerals or mineral rights or any other subsurface substance (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved, appearing in the Public Records.
10. Proceedings of any Federal Court, including but not limited to bankruptcy proceedings, that are not transcribed to the county in which the insured premises are situated.
11. 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.
12. Unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
13. Rights of the public, the State of Indiana, and the Municipality in and to that part of the premises in question taken or used for road purposes, including utility rights of way.
14. Right-of-way for drainage tiles, ditches, feeders and laterals, if any.
15. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land as set forth in the legal description.
16. Excepting therefrom an easement of ingress and egress in the northeast corner of the said quarter section as follows: Beginning at a point approximately 300 feet west of the northeast corner of said quarter, section; thence running south 30 feet; thence running east 300 feet to the east line of said quarter; thence running north 30 feet; thence running west 300 feet to the place of beginning.
17. Judgment and lien search on Stoner Living Trust, Patricia Stoner, and J. Marvin Stoner, nothing found.

tm/dn

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File No.: 24 0725C TBD STONER

LEGAL DESCRIPTION

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

The following described real estate located in Clay County, State of Indiana, to-wit:

A part of the Northeast Quarter of Section Seventeen (17), Township Nine (9) North, Range Six (6) West, more particularly described as follows: Beginning at the northeast corner of the Northeast Quarter of Section Seventeen (17); thence south 1740 feet to the center line of a creek; thence following the center of said creek in a southwesterly direction to a point on the south line of said Northeast Quarter, said point being about 311 feet west of the southeast corner of said quarter section ; thence west along the south line of said quarter 1225 feet; thence north 2687 feet to the north section line; thence east along the north section line 1536 feet to the place of beginning, containing 91.30 acres, more or less, excepting therefrom an easement of ingress and egress in the northeast corner of the said quarter section as follows: Beginning at a point approximately 300 feet west of the northeast corner of said quarter, section; thence running south 30 feet; thence running east 300 feet to the east line of said quarter, thence running north 30 feet; thence running west 300 feet to the place of beginning.

Also, a part of the Northeast Quarter of the Southeast Quarter of Section Seventeen (17), Township Nine (9) North, Range Six (6) West, more particularly described as follows: Beginning at the southwest corner of said quarter, quarter section; thence north along the west line 1337 feet to the northwest corner, thence east along the north line 1080 feet to the center of a creek, said point being about 311 feet west of the northeast corner of said quarter, quarter section; thence in a southwesterly direction along the center line of said creek to a point on the south line of said quarter, quarter section; thence west 608.5 feet to the place of beginning, containing 25.69, acres more or less.

Parcel No.: 11-11-17-100-001.000-005
11-11-17-400-002.000-005

Commonly known as: 116.99 +/- acres, E County Road 1100 S, Clay City, IN 47841

"The property address and tax parcel identification numbers listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured."



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 EXTRACTIONAL 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 Indiana 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. Comehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an 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.

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8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title[™]

Important Notice

ISSUED BY

First American Title Insurance Company

NOTICE TO INDIANA POLICY HOLDERS

First American Title Insurance Company is dedicated to serving your title insurance needs. This dedication extends not only to providing insurance to you, as an insured, to reduce your risk of loss relating to the title to the real property defined in a policy, but also to proficiently resolving your covered claim under a First American Title Insurance Company tile policy.

Your claims and questions regarding your policy, coverage or claims should be directed to:

**First American Title Insurance Company
Attn: Claims National Intake Center
1 First American Way
Santa Ana, California 92707**

(888) 632-1642

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone, or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: 800/622-4461; 317/232-2395

Complaints can be filed electronically at www.in.gov/idoi

This notice applies to policies issued in Indiana or in which the land defined in the policy is in Indiana.



First American Title™

Privacy Policy

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 will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

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 received 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.

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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.