



ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

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

Issuing Agent: Metropolitan Title of Indiana LLC
Issuing Office: 635 South Earl Avenue, Suite B, Lafayette, IN 47904
Issuing Office File Number: 4054-271174
Property Address: Multiple Parcels, Starke & Fulton Counties, IN
Revision Number:



SCHEDULE A

1. Commitment Date: July 23, 2025 at 7:30 AM
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
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:

[Helen W. Tyree, Trustee, or any successors in trust, under the Survivor's Trust](#) Created under The Tyree Family Trust dated July 23, 1992, and any amendments thereto
5. The Land is described as follows:

Situating in the County of Starke and the County of Fulton, State of Indiana, is described as follows:

Parcel I: (Starke County)

The West Half of the Southeast Quarter of Section 24, Township 33 North, Range 3 West of the Second Principal Meridian, Starke County, Indiana.

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Parcel II: (Starke County)

The West Half of Section 2, Township 32 North, Range 2 West, Starke County, Indiana, said in previous deed to contain 325 acres, more or less.

EXCEPTING THEREFROM PARCEL II: Beginning at the Northwest corner of Section 2, Township 32 North, Range 2 West, Starke County, Indiana; thence South 1817 feet; thence East 490 feet; thence North 1817 feet; thence West 490 feet, to the place of beginning, said in previous deed to contain 20.44 acres, more or less.

FURTHER EXCEPTING THEREFROM PARCEL II: Commencing at the Southwest corner of Section 2, Township 32 North, Range 2 West of the Second Principal Meridian; thence East 650 feet; thence North 559.5 feet; thence West 650 feet; thence South 559.5 feet to the place of beginning.

FURTHER EXCEPTING THEREFROM PARCEL II: A part of the West Half of Section 2, Township 32 North, Range 2 West, Starke County, Indiana, and being part of the land described in Will Record 3, pages 379-380, and lying within the right of way lines depicted on the Right of Way Parcel Plat, marked Exhibit "B" attached to the Warranty Deed recorded November 9, 2021, as Instrument No. [2021004333](#), more particularly described as follows: Commencing at the Southwest corner of said Half Section, designated "1000" on said plat; thence North 00 degrees 08 minutes 31 seconds West (basis of bearing being the Location Control Route Survey Plat recorded as Instrument Number 2019001575 in the Office of the Recorder of said County) 1118.43 feet along the West line of said Half Section to the POINT OF BEGINNING, designated "608" on said plat; thence continuing North 00 degrees 08 minutes 31 seconds West 430.00 feet along said West line to point designated "603" on said plat; thence North 89 degrees 51 minutes 29 seconds East 25.00 feet to point designated "604" on said plat; thence South 11 degrees 27 minutes 06 seconds East 101.98 feet to point designated "605" on said plat; thence South 00 degrees 08 minutes 31 seconds East 100.00 feet to point designated "606" on said plat; thence South 04 degrees 49 minutes 40 seconds West 230.87 feet to point designated "607" on said plat; thence South 89 degrees 51 minutes 29 seconds West 25.00 feet to the point of beginning, said in previous deed to contain 0.368 acres, more or less.

Parcel III:

The West Half of Section 3, Township 29 North, Range 1 East, EXCEPT the right of way of the Terre Haute and Logansport Railway Company (now the Vandalia Railroad Company) over and across said land, said in previous deed to contain 308.41 acres, more or less.

Also, the South Half of the Southwest Quarter of the Southwest Quarter of Section 34, Township 30 North, Range 1 East, said in previous deed to contain 20 acres, more or less, and said in previous deed to contain in all 328.41 acres, more or less.

EXCEPTING THEREFROM Parcel III: A tract beginning at the Northwest corner of Section 3, Township 29 North, Range 1 East; thence East in the center of East and West County Road #400 S a distance of 909 feet, being the PLACE OF BEGINNING; thence South a distance of 394 feet; thence East a distance of 687 feet; thence North a distance of 394 feet to the center of County Road #400 S; thence West in the center of said County Road a distance of 687 feet, to the place of beginning, said

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in previous deed to contain 6.21 acres, more or less.

FURTHER EXCEPTING THEREFROM Parcel III: A strip of land 108 feet uniform in width off of the East end of the South Half of the Southwest Quarter of the Southwest Quarter of Section 34, Township 30 North, Range 1 East, said in previous deed to contain 1.64 acres, more or less.

FURTHER EXCEPTING THEREFROM Parcel III: A part of the West Half of Section 3, Township 29 North, Range 1 East, Fulton County, Indiana, described as follows: Commencing at the Southwest corner of said Section; thence North 0 degrees 36 minutes 42 seconds West 950.02 feet along the West line of said Section; thence North 89 degrees 23 minutes 00 seconds East 38.56 feet to the POINT OF BEGINNING OF THIS DESCRIPTION, which point is on the East boundary of S.R. 17; thence North 0 degrees 37 minutes 00 seconds West 750.00 feet along the boundary of said S.R. 17; thence South 22 degrees 25 minutes 05 seconds East 53.85 feet; thence South 0 degrees 37 minutes 00 seconds East 650.00 feet; thence South 21 degrees 11 minutes 05 seconds West 53.85 feet to the point of beginning, said in previous deed to contain 0.321 acres, more or less.

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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.
6. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

7. 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.
8. 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.
9. 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).
10. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.

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11. 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.
12. 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.
13. 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.
14. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

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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.

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7. Real estate taxes assessed for the year 2024 are due in two installments payable May 10, 2025 and November 10, 2025:

Parcel No.: 75-05-24-400-008.000-007 (Parcel I)

May Installment of \$789.27 shows paid

November Installment of \$789.27 shows paid

Tax Year:	Current Year 2024 due 2025
Land:	\$116,300.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2025 due in May and November, 2026.

8. Drainage/Ditch Assessment: Parcel No.: 75-05-24-400-008.000-007 Kankakee River Basin Ditch For the year: 2025; May installment of \$39.87 shows paid; November installment of \$39.87 shows paid.

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9. Real estate taxes assessed for the year 2024 are due in two installments payable May 10, 2025 and November 10, 2025:

Parcel No.: 75-10-02-500-002.000-002 (Parcel II)

May Installment of \$3,227.79 shows paid

November Installment of \$3,227.79 shows a partial payment, leaving a balance of \$2,552.57, which shows unpaid

Tax Year:	Current Year 2024 due 2025
Land:	\$447,900.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2025 due in May and November, 2026.

10. Drainage/Ditch Assessment: Parcel No.: 75-10-02-500-002.000-002 Kankakee River Basin Ditch For the year: 2025; May installment of \$154.74 shows paid; November installment of \$154.74 shows unpaid.

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11. Real estate taxes assessed for the year 2024 are due in two installments payable May 10, 2025 and November 10, 2025:

Parcel No.: 25-05-34-300-003.000-015 (Affects part of said premises) (Affects Parcel III)

May Installment of \$252.72 shows paid

November Installment of \$252.72 shows unpaid

Tax Year:	Current Year 2024 due 2025
Land:	\$36,600.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2025 due in May and November, 2026.

12. Annual assessment for Union Twp Mill Creek Consv due May 10, 2025 in the amount of 12.92 shows paid.
Note: Subsequent assessments as required.

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13. Real estate taxes assessed for the year 2024 are due in two installments payable May 10, 2025 and November 10, 2025:

Parcel No.: 25-10-03-100-001.020-012 (Affects part of said premises) (Affects Parcel III)

May Installment of \$3,143.94 shows paid

November Installment of \$3,143.94 shows unpaid

Tax Year:	Current Year 2024 due 2025
Land:	\$490,900.00
Improvements:	\$0.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$0.00

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2025 due in May and November, 2026.

14. Conservancy District Assessment: Parcel No.: 25-10-03-100-001.020-012 Union Twp Mill Creek Consv For the year 2025: May installment of \$43.22 shows paid, November installment of \$43.22 shows unpaid.
15. Easement granted to Kankakee Valley Rural Electric Membership Corporation, recorded January 19, 1940, in Miscellaneous [Record O, page 207](#). (Affects Parcel I)
16. Easement granted to the Board of Directors, Mill Creek Conservancy District of Fulton and Pulaski Counties, Indiana, recorded August 9, 1967, in [Record 125, page 345](#). (Affects Parcel III)
17. Easement for Gas Mains granted to Northern Indiana Public Service Company, an Indiana corporation, recorded February 3, 1969 in [Record 127, page 555](#). (Affects Parcel III)
18. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
19. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
20. Rights of the public and adjoining owners to the unobstructed flow of the waters of the Ditches.

(Affects Parcels I and II)

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21. Right of Way for drainage, flow and maintenance of the Ditches as set forth in IC 36-9-27-33.

(Affects Parcels I and II)

22. Any adverse claim based upon the assertion that: a) The land described in Schedule A, or any part thereof, is now or at any time has been below the ordinary low water mark of the ditches; b) Some portion of said land has been created by artificial means or has accreted to such portion so created; or c) Some portion of said land has been brought within the boundary thereof by an avulsive movement of the ditches, or has been formed by accretion to any such portion. The Company assumes no responsibility for any loss, cost, damage or expense due to or arising out of the failure of all the improvements associated with the land being located within the bounds of the land's description set out in Schedule A, including but not limited to docks and piers.

(Affects Parcels I and II)

23. The Company requires the deed certify that the property being conveyed is the same real estate conveyed to the grantors by Warranty Deed recorded December 29, 2023 as Instrument No. [2023004004](#) and has been corrected by the historical legal description in Warranty Deed recorded December 20, 1912 as Deed [Record 68, page 570](#). (Affects Parcel II)
24. The Company must be provided with the Certificate of Trust and any amendments thereto authorizing this transaction and identifying the current trustee(s). Additional requirements, if deemed necessary, may be made after review of the Certificate of Trust.
25. Terms, powers, provisions and limitations of the Trust under which title to said land is held.
26. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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ALTA COMMITMENT FOR TITLE INSURANCE

**Issued by
Metropolitan Title of Indiana LLC
as issuing Agent for
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


Sally F. Tyler, President


Lisa W. Cornehl, 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

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- 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 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.

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- 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.
- 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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