



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

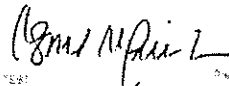

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:


ALTA 8-1-16 President

Secretary

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72C165B

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent:
Issuing Office:
ALTA® Universal ID:
Loan ID Number:
Commitment Number:
Issuing Office File Number:
Property Address:
Revision Number:

SCHEDULE A

- 1. Commitment Date: 06/05/2017
2. Policy to be issued:
(a) 2006 ALTA® Owner's Policy 2006 ALTA® Loan Policy ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
(b) 2006 ALTA® Owner's Policy 2006 ALTA® Loan Policy ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
(c) 2006 ALTA® Short Form Residential Loan Policy
Proposed Insured: WOLTZ & ASSOCIATES, INC., or its designees
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
A.T. MISSISSIPPI HOLDINGS, LLC, a Delaware limited liability company
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CHICAGO TITLE INSURANCE COMPANY

By:
Authorized Signatory

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CHICAGO TITLE INSURANCE COMPANY
LEGAL DESCRIPTION
EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN TATE COUNTY, STATE OF MISSISSIPPI, AND IS DESCRIBED AS FOLLOWS:

A fractional part of the SW $\frac{1}{4}$ of Section 13, Township 6 South, Range 9 West, Tate County, Mississippi, and being more particularly described as follows, to wit:

Commencing at the Northwest corner of the SW $\frac{1}{4}$ of Section 13, Township 6 South, Range 9 West, said point being the true Point of Beginning; thence North 89 degrees 27' 34" East 210.17' to a point on the West Right-of-Way Line of Cypress Corner Road; thence South 30 degrees 00' 00" West 155.74' to a point; thence with a curve to the left, with a central angle of 09 degrees 56' 56" a radius of 493.11' and a arc length of 85.62' to a point; thence South 20 degrees 03' 03" West 73.90' to a point; thence with a curve to the left, with a central angle of 05 degrees 27' 13" a radius of 1097.05' and a arc length of 104.42' to a point; thence South 14 degrees 35' 51" West 146. 74' to a point; thence leaving the West Right-of-Way line of Cypress Corner Road, North 00 degrees 17' 55" West 521.45' to the true Point of Beginning and containing 1.0364 acres, more or less.

AND

A fractional part of the NW $\frac{1}{4}$ of Section 13, Township 6 South, Range 9 West, Tate County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the NW $\frac{1}{4}$ of Section 13, Township 6 South, Range 9 West; thence North 00 degrees 17' 55" West 30.00' to a point, said point being the true Point of Beginning; thence North 00 degrees 17' 55" West 566.27' to a point; thence South 56 degrees 36' 48" East 489.81' to a point on the West Right-of-Way line of Cypress Corner Road; thence with a curve to the left, with a central angle of 03 degrees 56' 34" a radius of 3008.10' and a arc length of 207.00' to a point; thence South 30 degrees 00' 00" West 137.43' to a point; thence leaving the West Right-of-Way line of Cypress Corner Road, South 89 degrees 27' 34" West 227.74' to the true Point of Beginning and containing 3.3980 acres, more or less.

AND

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CHICAGO TITLE INSURANCE COMPANY

The N ½ of Section 14, Township 6 South, Range 9 West, containing 320 acres.

AND

The S ½ and a fractional part of the S ½ of the NW ¼ that lies South of the Browns Ferry Road, less and except a certain eight-acre tract in the Northeast corner of said S ½ of quarter section as shown on Plat Book 2 at Page 24 in the Office of the Chancery Clerk of Tate County, Mississippi, being located and situated in Section 11, Township 6 South, Range 9 West, containing 377.69 acres.

LESS AND EXCEPT: A 1.45 acre tract of land in the S ½ of the NW ¼ section of Section 11, Township 6 South, Range 9 West, Tate County, Mississippi, and more particularly described as beginning at a point on the West line of Section 11, which point is 405' South of the Northwest corner of the S ½ of the said NW ¼; run thence south 74 degrees 48' East a distance of 230.8' to a point; run thence North 89 degrees 36' East a distance of 281' to a point on the Northwest line of Browns Ferry Road; run thence South-easterly along said road a distance of 554' more or less, to the West line of said section; run thence North along said section line a distance of 285.2' to the point of beginning.

AND

The NE ¼ of the NE ¼ of Section 15, Township 6 South, Range 9 West, containing 40 acres.

SUBJECT TO: All outstanding mineral rights.

LESS AND EXCEPT:

78.21 acres, more or less, described as Parcel I; 60.49 acres, more or less, described as Parcel II and 40.00 acres, more or less, described as Parcel III;

The above LESS AND EXCEPT is more particularly described in Parcels I, II, and III as follows:

PARCEL I:

Part of the W ½ of Section 11, Township 6 South, Range 9 West, Tate County, Mississippi, further described as: Beginning at the intersection of the west line of said Section 11 and the south line of the Browns Ferry Road, said point also being 3244.70' north 0 degrees 6' west of the Southwest corner of Section 11; thence go

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along said south line of Browns Ferry Road north 68 degrees 51' 556.85'; north 57 degrees 21' 30" east 262'; north 72 degrees 17' east 261.85' to a point; thence South 0 degrees 6' east 3639.83' to a point on the south line of said Section 11; thence go south 88 degrees 27' 10" west 990.31' to the Southwest corner of said Section 11; thence go north 0 degrees 6' west 3244.7' along the west line of Section 11 to the POINT OF BEGINNING, said tract contains 78.21 acres.

PARCEL II:

Part of the NW $\frac{1}{4}$ of Section 14, Township 6 South, Range 9 West, Tate County, Mississippi, further described as: Beginning at the Northwest corner of the said NW $\frac{1}{4}$ of Section 14; thence go south 0 degrees 25' east 2659' along the west line of said NW $\frac{1}{4}$ to the Southwest corner of the said NW $\frac{1}{4}$ thence go north 88 degrees 52' 30" east 990.00' to a point; thence go north 0 degrees 25' west 2666.30' to a point on the north line of the said NW $\frac{1}{4}$ thence go south 88 degrees 27' 10" west 990.31' to the POINT OF BEGINNING, said tract contains 60.49 acres.

PARCEL III:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 6 South, Range 9 West, Tate County, Mississippi, containing 40 acres, more or less.

AND

The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 14, Township 6, Range 9, less two acres in the Southeast corner, and containing 78 acres, more or less.

LESS AND EXCEPT PARTS SOLD:

Commencing at the Southeast corner of the NE $\frac{1}{4}$ of Section 14, Township 6 South, Range 9 West, Tate County, Mississippi, run thence North for a distance of 2663.59', run thence East for a distance of 22.52' to the point of beginning, run thence North 87 degrees 12' 22" W for a distance of 341.74', run thence North 05 degrees 53' 22" E for a distance of 234.21', run thence South 87 degrees 09' 37" E for a distance of 322.29', run thence South 01 degrees 07' 30" W for a distance of 233.71' to the point of beginning.

All lying and being the NE $\frac{1}{4}$ of Section 14, Township 6 South, Range 9 West in Tate County, Mississippi and containing 1.7816 acres, more or less.

ALSO:

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An easement for ingress and egress described as: A thirty (30.00) foot road easement extending 15.00' either side of the hereinafter described centerline commencing at the southeast corner of the NW $\frac{1}{4}$ of Section 14, Township 6 South, Range 9 West, in Tate County, Mississippi, run thence North for a distance of 2651.88', run thence East for a distance of 20.72' to the centerline of a 30' road easement, run thence along the centerline of said easement as-follows:

Run thence South 85 degrees 25' 59" East for a distance of 60.84', run thence North 88 degrees 04' 34" East for a distance of 58.93', run thence North 84 degrees 00' 30" East for a distance of 59.19', run thence South 89 degrees 24' 19" East for a distance of 71.89' to the centerline of a public road, all lying and being in the NW $\frac{1}{4}$ of Section 14, Township 6 South, Range 9 West, Tate County, Mississippi.

A fractional part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, Township 6 South, Range 9 West, Tate County, Mississippi and more particularly described as follows, to-wit:

Beginning at the intersection of the north line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, Township 6 South, Range 9 West, and the West right-of-way line of Strayhorn county paved road; run thence North 87 degrees 45' West 736' along a wire fence to a stake; thence South 01 degrees 15' West 109.2' to a stake; thence South 87 degrees 45' East 427' to an iron rod at the Northwest corner of the Mark Steinman et ux property; thence South 60 degrees 45' East 194.2' along the North line of the said Mark Steinman property to an iron rod at the West line of said Strayhorn county paved road; thence Northeastwardly 233', more or less, along the said West right-of-way line to the point of beginning and containing 2.0 acres, more or less.

ALSO EXCEPTED:

Description of a 5.00 acre survey in the SW $\frac{1}{4}$ of Section 11, Township 6 South, Range 9 West in Tate County, Mississippi.

Commencing at the Southeast corner of Section 14, Township 6 South, Range 9 West in Tate County, Mississippi, run thence North for a distance of 6758.31', run thence West for a distance of 2599.43' to the POINT OF BEGINNING, run thence North 65 degrees 55' 57" W for a distance of 600.0', run thence North 24 degrees 04' 03" E for a distance of 363.00', run thence South 65 degrees 55' 57" E for a distance of 600.00', run thence South 24 degrees 04' 03" W for a distance of 363.00' to the POINT OF BEGINNING.

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All lying and being in the SW¼ of Section 11, Township 6 South, Range 9 West in Tate County, Mississippi and containing 5.00 acres.

ROAD EASEMENT:

Description of a road easement extending 6.25' either side of the hereinafter described centerline in the NW ¼ and the Southwest of Section 11, Township 6 South, Range 9 West, in Tate County, Mississippi.

Commencing at the Southeast corner of Section 14, Township 6 South, Range 9 West in Tate County, Mississippi, run thence North for a distance of 9248.36', run thence West for a distance of 3917.07' to the centerline of a public road and the POINT OF BEGINNING, thence South 19 degrees 14' 21" W 59.38'; thence South 7 degrees 02' 55" E 125.04'; thence South 16 degrees 35' 18" E 102.63'; thence South 25 degrees 58' 21" E 129.03'; thence South 11 degrees 42' 58" E 152.05'; thence South 3 degrees 54' 55" E 157.28'; thence South 26 degrees 31' 44" E 158.65'; thence South 0 degrees 53' 25" E 147.08'; thence South 15 degrees 09' 07" W 242.75'; thence South 5 degrees 58' 01" W 175.99'; thence South 0 degrees 59' 08" W 119.89'; thence South 11 degrees 45' 13" E 128.71'; thence South 13 degrees 40' 20" E 191.91'; thence South 12 degrees 59' 51" E 111.43"; thence South 8 degrees 9' 27" E 84.82'; thence South 1 degrees 15' 19" E 122.11"; thence South 30 degrees 45' 24" E 73.73'; thence South 30 degrees 01' 43" E 60.06'; thence North 66 degrees 51' 10" E 95.06'; thence North 61 degrees 25' 19" E 126.30'; thence North 43 degrees 33' 28" E 151.91'; thence North 62 degrees 01' 15" E 66.63'; thence South 83 degrees 20' 06" E 84.78'; thence South 65 degrees 55' 57" E 116.14'; All lying and being in the NW ¼ and the SW ¼ of Section 11, Township 6 South, Range 9 West in Tate County, Mississippi.

Meaning to be, per the Tate County Tax Assessor, in the aggregate, 817.9 acres, more or less.

INDEXING INSTRUCTIONS:

Part of Section 11, Section 13, Section 14, and Section 15, all in Township 6 South, Range 9 West, Tate County, Mississippi.

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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.
 - (a) Deed conveying subject property from **A.T. MISSISSIPPI HOLDINGS, LLC**, to **TBD** must be executed and filed for record.
 - (b) Mortgage from **TBD**, to **TBD**, conveying the subject property, must be executed and filed for record.
5. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor, and materialmen are all paid.
7. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Standard Exceptions set forth on the inside cover of the Commitment:
 - A. As to Standard Exception Number 1: Receipt of satisfactory proof in affidavit form establishing who is in possession of Subject Property.
 - B. As to Standard Exception Numbers 2 and 3: Receipt of a current accurate survey and surveyor's inspection report on Subject Property.
 - C. As to Standard Exception Number 4: Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, laborers and materialmen are paid in full.
 - D. As to Standard Exception Number 5: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable, together with an affidavit from the owner of Subject Property as of the effective date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against

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Subject Property which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

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 owner's policy issued pursuant hereto will contain under Schedule B the standard exceptions set forth on the inside cover. Any loan policy will also contain under Schedule B thereof, the standard exceptions set forth on the inside cover of this commitment relating to the owner's policy.
3. Standard Exceptions 2 and 3 may be removed from the policy when a satisfactory survey and inspection of the premises is made.
4. All taxes for the year 2017 and subsequent years, which are not yet due and payable but which constitute a lien on the subject property:

2016 County Taxes in the amount of \$18.42 were paid on November 28, 2016 (Parcel Number 176 13 0000503);

2016 County Taxes in the amount of \$5,705.79 were paid on November 28, 2016 (Parcel Number 176 14 0000100);

2016 County Taxes in the amount of \$10,074.13 were paid on November 28, 2016 (Parcel Number 171 11 0000602);

2016 County Taxes in the amount of \$203.18 were paid on November 28, 2016 (Parcel Number 175 15 0000100);

2016 County Taxes in the amount of \$4,672.47 were paid on November 28, 2016 (Parcel Number 171 11 0000600);

2016 County Taxes in the amount of \$386.94 were paid on November 28, 2016 (Parcel Number 171 11 0000601).
5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.

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6. Rights or claims of parties in possession not shown by the public records.
7. Easements, or claims of easements, not shown by the public records.
8. Errors and/or omissions in the indexing of documents and/or the filing of documents for public record.
9. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
10. Taxes or special assessments which are not shown as existing liens by the public records.
11. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
12. That certain easement described in the instrument recorded in Deed Book A-38, at Page 619, off the official land records in the Office of the Chancery Clerk of Tate County, Mississippi.
13. That certain scrivener's error contained in the Special Warranty Deed recorded in Deed Book 2016, Pages 4029-4035, whereby the legal description incorrectly reads, "The N ½ of the SW ¼ of Section 14, Township 6, Range 9, less two acres in the Southeast corner, and containing 78 acres, more or less" and should correctly read, "The N ½ of the SE ¼ of Section 14, Township 6, Range 9, less two acres in the Southeast corner, and containing 78 acres, more or less".
14. The Special Warranty Deed recorded in Deed Book 2016, at Pages 4029-4035 states that the property being conveyed is part of the same property conveyed to the grantor in the Warranty Deed recorded in Deed Book 2004, Pages 1251-1261, however, the portion of the legal description in Deed Book 2004, at Page 1257, is not included in the legal description in the Special Warranty Deed recorded in Deed Book 2016, at Pages 4029-4035.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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