

**Agent for**

## COMMITMENT FOR TITLE INSURANCE

**1. Commitment Date: October 5, 2017 at 8:00 AM**

Commitment No: WB85380WW

**2. Policy (or Policies) to be issued:**

**(a) ALTA 2006 Standard Owner's Policy: Amount \$242,970.00**

Premium \ \$1,253.00

**Proposed Insured:**

**DONALD W. BINGHAM and RENEE LYNN BINGHAM**

(b) ALTA 2006 Extended Loan Policy: Amount \$0.00

Premium *10/15/5* \$0.00

**Proposed Insured:**

**Endorsements: 100, 116, 8.1**

3. As of the effective date herein, the estate or interest in the land described or referred to in this Commitment is **Fee Simple** and the title thereto is vested in:

**Ann W. Chambers, an undivided 1/2 interest and Cammon I. Arrington and Jan W. Arrington, Trustees of The Cammon I. Arrington and Jan W. Arrington Family Revocable Trust dated May 10, 1999, an undivided 1/2 interest.**

4. The land referred to in this Commitment, located in WEBER County, is described as follows:

**See Attached Exhibit "A"**

The following is show for informational purposes only:

**Parcel Number: 22-008-0076**

The address of said property is NOT ASSIGNED, LIBERTY, UT 84310.

**Authorized Countersignature**

**5929 S. Fashion Pointe Dr #210 • South Ogden, UT 84403**

**Phone: 801-621-7131 • Fax: 801-621-8010**

**This commitment is invalid unless the insuring provisions and Schedules A and B are attached.**

This page is only part of a 2016 ALTA Commitment for Title Insurance. 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.

## Exhibit A

Part of the Southeast Quarter of Section 18, Township 7 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey: Beginning at the point on the West line of Section 18, which point lies North 00°11'09" East 448.02 feet from the South Quarter corner of said Section, and running thence along said Section line North 00°11'09" East 421.97 feet; thence South 89°46'46" East 1168.63 feet to the center of a County road; thence along said road centerline the following Two (2) courses: (1) South 10°02'06" West 249.19 feet, (2) South 02°35'04" East 176.63 feet; thence North 89°46'46" West 1134.54 feet to the point of beginning.

Less and Excepting a parcel of land located in the Southeast Quarter of Section 18, Township 7 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point on the West line of said Southeast Quarter of Section 18, which point lies 666.83 feet North 0°11'09" East along the Quarter Section line from the South Quarter corner of said Section 18, and running thence along said Quarter Section line North 0°11'09" East 203.24 feet; thence South 89°46'46" East 1168.63 feet; thence South 10°02'06" West 206.26 feet; thence North 89°46'46" West 1133.35 feet to the point of beginning.

22-008-0076

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# COMMITMENT FOR TITLE INSURANCE

## Schedule B - Part I (Requirements)

Commitment No. WB85380WW

The following are the requirements to be complied with:

- A. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
  - B. Pay us the premiums, fees and charges for the Policy. In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$120.00, pursuant to State of Utah Insurance Department Rule R590-153-5A.
  - C. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
  - D. An update of the Utah State Construction Registry prior to recording; receipt by the Company of evidence of payment in full and withdrawal of all preliminary notice(s) of lien(s) disclosed thereby.
  - E. Payment of all outstanding assessments, special assessments and charges by reason of the land being included within the boundaries of any special taxing district as provided by statute. The public records discloses inclusion of the land within special taxing districts that may levy such assessments, special assessment and charges as set out on schedule B, hereof.
- You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- F. A Copy of the Trust Agreement for THE ARRINGTON FAMILY REVOCABLE TRUST must be provided to the company for review as soon as possible before closing.
  - G. Warranty Deed executed by ANN W. CHAMBERS and JAN W. ARRINGTON TRUSTEE and CAMMON I. ARRINGTON TRUSTEE to DONALD W. BINGHAM and RENEE LYNN BINGHAM conveying fee simple title.
  - H. Trust Deed securing your note executed by DONALD W. BINGHAM and RENEE LYNN BINGHAM.
  - I. Release(s) or reconveyance(s) for Exception No. 11, 12 and 13.
  - J. TO REMOVE EXCEPTION NUMBERS 2, 3 AND 4, FROM SCHEDULE B HEREOF, THE COMPANY MAY REQUIRE EITHER/OR AN ALTA/ASCM SURVEY OF LAND OR AN INSPECTION OF SAID PROPERTY AT THE OPTION OF THE COMPANY.

(Continued)

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

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## **COMMITMENT FOR TITLE INSURANCE**

### **Schedule B - Part I Requirements - Continued**

Commitment No. WB85380WW

- K. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, TOWNS, COUNTIES, SERVICE DISTRICTS OR PRIVATE ENTITIES WHICH PROVIDE SERVICES TO THE LAND, INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GARBAGE, ELECTRICITY, STREET LIGHTING, CURB AND GUTTER, ETC., FOR WHICH NO NOTICE OF ANY RIGHTS CLAIMED TO EXIST BY SUCH ENTITIES ARE SHOWN OF RECORD. YOU SHOULD MAKE AN INQUIRY INTO SUCH MATTERS, INCLUDING SEEING ARRANGEMENTS AS APPLICABLE TO ESTABLISH YOUR RIGHTS TO RECEIVE SAID SERVICES. THE COMPANY HAS NO OBLIGATION RELATING TO THE SERVICES OR THE CHARGES ARISING FROM SUCH SERVICES.

# **COMMITMENT FOR TITLE INSURANCE**

## **Schedule B - Part II (Standard Exceptions)**

Commitment No. WB85380WW

Schedule B of the policy or policies to be issued will contain the exceptions to the following matters unless the same are disposed of 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 Schedule B, Part I - Requirements are met.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, claims of easements or encumbrances which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. 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.
7. Any facts, rights, interest or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
8. Taxes or assessments which 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. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.

### **Special Exceptions**

9. General property taxes for the year 2017 now due and payable, but will not become delinquent until November 30. Tax ID No. 22-008-0076. Taxes have been assessed in the amount of \$0.99.

(Continued)

# COMMITMENT FOR TITLE INSURANCE

## Schedule B - Part II (Continued)

Commitment No. WB85380WW

10. Property is located within the following special improvement district:

Districts: Weber County  
Weber County Schools  
Liberty Cemetery  
Weber Co Fire Service Area 4  
Weber Co Serv Area 5 Liberty  
Weber Area Dispatch 911 & Emergency Service  
Unincorporated Weber County Municipal Services  
Northern Utah Environmental Resource Agency

11. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded July 14, 2008, as Entry No. 2353731, of Official Records.
12. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded November 28, 2012, as Entry No. 2607942, of Official Records.
13. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded February 1, 2017, as Entry No. 2840190, of Official Records.
14. Any rights, title, or interest in any minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the land.
15. Any rights, claims, title and/or interest to water rights whether or not shown by the public records.
16. All of that right in and to those certain two springs which are located on said property as deeded to Albert G. Ward as disclosed by that certain Warranty Deed recorded August 1, 1945 as Entry No. 94769 in Book 214 at Page 348 of Official Records.
17. Irrigation System Operating Agreement dated December 27, 1937 as set forth in that certain document recorded June 30, 1938 in Book "Y" of Liens and Leases at Page 72 of Official Records.

Notice of Irrigation Systems and Irrigation Operation Agreements and Rights of Way, recorded January 16, 1986 as Entry No. 958077 in Book 1483 at Page 1034 of Official Records.

(Continued)

# COMMITMENT FOR TITLE INSURANCE

## Schedule B - Part II (Continued)

Commitment No. WB85380WW

18. All existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
19. Rights of the public and others entitled thereto, to use for street and incidental purposes, that portion of the land lying within the boundaries of 2900 East Street.
20. Any matters that would be disclosed by an accurate survey including, but not limited to: Gaps, overlaps, encroachments and/or loss of area.

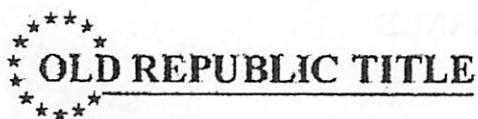
\* \* \* \* \*

According to the official records, there have been no documents conveying the land described herein within 24 Months prior to the date of this commitment. Except the following: None.

NOTE: The names of DONALD W. BINGHAM and RENEE LYNN BINGHAM and ANN W. CHAMBERS and JAN W. ARRINGTON TRUSTEE and CAMMON I. ARRINGTON TRUSTEE have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Wendy Whitfield at (801) 621-7131 at 5929 South Fashion Pointe Dr., Suite 210, South Ogden, Utah 84403.

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



rev.07/2016

## FACTS

## WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

## Questions

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.  
This page is only part of a 2016 ALTA Commitment for Title Insurance. 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.



<b>Who we are</b>	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

<b>What we do</b>	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>* Give us your contact information or show your driver's license</li> <li>* Show your government-issued ID or provide your mortgage information</li> <li>* Make a wire transfer</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>* Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>* Affiliates from using your information to market to you</li> <li>* Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</li> </ul>
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint marketing</b>	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Old Republic Title doesn't jointly market.</li> </ul>

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**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

American First Abstract, LLC	American First Title & Trust Company	American First Title & Trust Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

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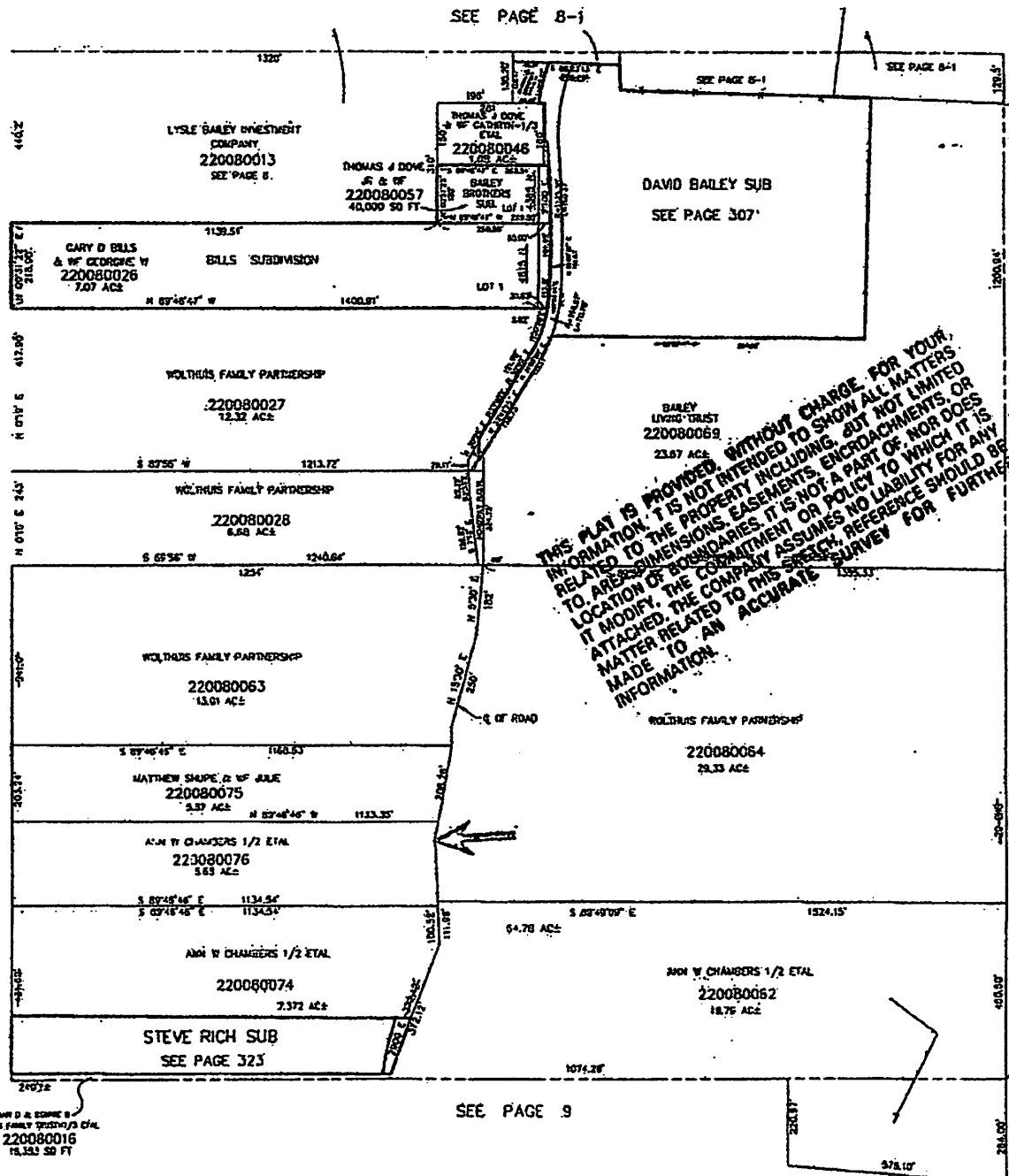
SECTION 18, T.7N., R.1E., S.L.B. & M.

TAXING UNIT: 36

IN WEBER COUNTY

SCALE 1" = 200'

SEE PAGE 8-j



**SEE PAGE. B**

SEE PAGE 7-2

# **U.S. TITLE INSURANCE AGENCY, LLC**

**5929 S. FASHION POINTE DRIVE #210  
SOUTH OGDEN, UTAH 84403  
PHONE (801) 621-7131  
FAX (801) 621-8010**

**U.S. TITLE FILE: WB85380WW**

**RE: DONALD W. BINGHAM AND RENEE LYNN BINGHAM  
ANN W. CHAMBERS AND JAN W. ARRINGTON TRUSTEE AND  
CAMMON L. ARRINGTON TRUSTEE  
NOT ASSIGNED  
LIBERTY, UT 84310**

**LENDER:**

**LISTING AGENT: BETTER HOMES AND GARDENS REAL ESTATE  
Penny Stark  
1812 NORTH 2000 WEST  
FARR WEST, UT 84404  
Fax #801-436-2776**

**SELLING AGENT: CENTURY 21 EVEREST REALTY GROUP  
DANIEL C BLAKE  
1148 WEST LEGACY CROSSING BLVD, Suite 100  
CENTERVILLE, UT 84014  
Fax #**

**Thank you for placing the above-referenced order with U.S. TITLE. We look forward to working with you and will see that this transaction is handled in a timely and efficient manner.**

**ESCROW OFFICER: Wendy Whitfield  
E-MAIL [wwhitfield@ustitleutah.com](mailto:wwhitfield@ustitleutah.com)**

**ESCROW ASSISTANTS: Melanie Padovich                      Danielle Bertoldi  
[mpadovich@ustitleutah.com](mailto:mpadovich@ustitleutah.com) / [dbertoldi@ustitleutah.com](mailto:dbertoldi@ustitleutah.com)**

**U.S. TITLE FILE: WB85380WW**

**If you did not receive all the pages of this Commitment, please call (801) 621-7131.**

## ALTA Commitment for Title Insurance



Issued By Old Republic National 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 ANYPERSON, 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, Old Republic National 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.  
ALTA Commitment for Title Insurance

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Issued through the Office of

 **Title**

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

  
Authorized Signatory

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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;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (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.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

This page is only part of a 2016 ALTA Commitment for Title Insurance. 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.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

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