



**First American Title™**

**American Land Title Association**

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

**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
First American Title Insurance Company**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company (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

**TALON TITLE AGENCY, LLC**

BY: JEFFREY A. AUKER  
AUTHORIZED SIGNATORY

**INSURANCE FRAUD WARNING:** 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 FRAUD.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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




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

Issuing Agent: Talon Title Agency, LLC  
 Issuing Office: 570 Polaris Parkway, Ste 140  
 Westerville, OH 43082  
 Ph:(614) 818-0500 Fax:(614) 818-4599  
 Issuing Office's ALTA® Registry ID: 1063195  
 Issuing Office File Number: 25979641-TCMH  
 Property Address: 44955 Township Road 272, Lewisville, OH 43754, 40.0000 acres Township Road 272, Lewisville, OH 43754, 80.0000 acres Barber Ridge Road Rear, Lewisville, OH 43754  
 Revision Number:

**SCHEDULE A**

1. Commitment Date: March 30, 2026, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
  - (a) ALTA® Owner's Policy **TBD**  
 Proposed Insured: **TBD**
  - (b) ALTA® LOAN POLICY  
 Proposed Insured:
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:  
**John Christman, who acquired title by Certificate of Transfer of record in [Official Record 120, Page 707](#), as amended in [Official Record 310, Page 618](#), Recorder's Office, Monroe County, Ohio**
5. The Land is described as follows: Situated in the Townships of Summit and Wayne, County of Monroe, State of Ohio

**SEE EXHIBIT A**

Talon Title Agency, LLC  
  
 By: Jeffrey A. Auker  
 AUTHORIZED SIGNATORY

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.*



**Exhibit "A"**

The Land is described as follows: Situated in the Townships of Summit and Wayne, County of Monroe, State of Ohio

SEE TRACTS NINE AND ELEVEN ON ATTACHED [EXHIBIT A](#)

SAVE AND EXCEPT THE OIL AND GAS INTERESTS CONVEYED TO VOLUNTEERS OF AMERICA OHIO / INDIANA in [Official Record 442, Page 213](#), as re-recorded in [Official Record 442, Page 403](#).

Commonly Known As: 44955 Township Road 272, Lewisville, OH 43754, 40.0000 acres Township Road 272, Lewisville, OH 43754, 80.0000 acres Barber Ridge Road Rear, Lewisville, OH 43754  
The property address and tax parcel identification number listed herein are provided solely for informational purposes.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

---

**Copyright 2021 American Land Title Association. All rights reserved.**

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



SCHEDULE B, PART I  
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. Warranty Deed from recited owner to recited purchaser.
  - B. Satisfactory Release or Subordination of all liens shown in Schedule B, Part II.
5. The legal description as described in Schedule A is not sufficient for transfer per stamp from Monroe County Tax Map/Engineer's Department as noted on the last deed of record. A new or updated survey is required and must be approved before transfer. NOTE: Failure to attach the County -Approved Legal description to the instrument of conveyance may create a substantial delay in recording
6. State law prohibits ownership of real property by certain foreign parties as defined by state statute. 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.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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



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. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records
5. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
6. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
7. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to Date of Policy. **(Note: This Exception will only appear on the Loan Policy)**
8. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.
9. 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.
10. 2025 Tax Duplicate for Parcel Number 22-025001.1000 (Parcel 1)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

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



The first half tax in the amount of \$1,111.18, including current assessments, if any, is paid.

The second half tax in the amount of \$1,111.18, including current assessments, if any, is paid.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$76,150.00 Building/Improvement: \$1,580.00 Total: \$77,730.00

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

11. 2025 Tax Duplicate for Parcel Number 22-025001.2000 (Parcel 2)

The first half tax in the amount of \$513.35, including current assessments, if any, is paid.

The second half tax in the amount of \$513.35, including current assessments, if any, is paid.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$35,910.00 Building/Improvement: \$0.00 Total: \$35,910.00

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

12. 2025 Tax Duplicate for Parcel Number 32-003004.1000 (Parcel 3)

The first half tax in the amount of \$1,001.05, including current assessments, if any, is paid.

The second half tax in the amount of \$1,001.05, including current assessments, if any, is paid.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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



Assessed Values:

Land: \$69,970.00 Building/Improvement: \$0.00 Total: \$69,970.00

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

13. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes. As to Parcel 1 and Parcel 3.
14. This commitment and subsequent policy does not insure that the land described in Schedule A fronts upon a publicly dedicated road or highway. As to Parcel 2.
15. Easement of record as set forth in [Agreement Volume 3, Page 196](#).
16. Easement of record as set forth in [Official Record 177, Page 654](#).
17. Oil and Gas Lease recorded in [Lease Volume 13, Page 393](#) and any interests from subsequent documents of record pertaining to said lease.
18. Oil and Gas Lease recorded in [Lease Volume 25, Page 239](#) and any interests from subsequent documents of record pertaining to said lease.
19. Oil and Gas Lease recorded in [Lease Volume 28, Page 163](#) and any interests from subsequent documents of record pertaining to said lease.
20. Oil and Gas Lease recorded in [Lease Volume 29, Page 33](#) and any interests from subsequent documents of record pertaining to said lease.
21. Oil and Gas Lease recorded in [Lease Volume 42, Page 442](#) and any interests from subsequent documents of record pertaining to said lease.
22. Oil and Gas Lease recorded in [Lease Volume 44, Page 303](#) and any interests from subsequent documents of record pertaining to said lease.
23. Oil and Gas Lease recorded in [Lease Volume 44, Page 371](#) and any interests from subsequent documents of record pertaining to said lease.
24. Oil and Gas Lease recorded in [Lease Volume 55, Page 279](#) and any interests from subsequent documents of record pertaining to said lease.
25. Oil and Gas Lease recorded in [Lease Volume 55, Page 419](#) and any interests from subsequent documents of record pertaining to said lease.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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



26. Oil and Gas Lease recorded in [Lease Volume 55, Page 531](#) and any interests from subsequent documents of record pertaining to said lease.
27. Oil and Gas Lease recorded in [Lease Volume 63, Page 111](#) and any interests from subsequent documents of record pertaining to said lease.
28. Oil and Gas Lease recorded in [Lease Volume 65, Page 15](#) and any interests from subsequent documents of record pertaining to said lease.
29. Oil and Gas Lease recorded in [Lease Volume 65, Page 17](#) and any interests from subsequent documents of record pertaining to said lease.
30. Oil and Gas Lease recorded in [Lease Volume 66, Page 439](#) and any interests from subsequent documents of record pertaining to said lease.
31. Oil and Gas Lease recorded in [Lease Volume 77, Page 511](#) and any interests from subsequent documents of record pertaining to said lease.
32. Oil and Gas Lease recorded in [Lease Volume 94, Page 71](#) and any interests from subsequent documents of record pertaining to said lease.
33. Oil and Gas Lease recorded in [Lease Volume 94, Page 198](#) and any interests from subsequent documents of record pertaining to said lease.
34. Oil and Gas Lease recorded in [Lease Volume 95, Page 172](#) and any interests from subsequent documents of record pertaining to said lease.
35. Oil and Gas Lease recorded in [Lease Volume 96, Page 205](#) and any interests from subsequent documents of record pertaining to said lease.
36. Oil and Gas Lease recorded in [Lease Volume 128, Page 106](#) and any interests from subsequent documents of record pertaining to said lease.
37. Oil and Gas Interest in property conveyed to Volunteers of America Ohio/Indiana in in [Official Record 442, Page 213](#), as re-recorded in [Official Record 442, Page 403](#).
38. This Commitment and subsequent policy do not insure that the legal description set forth herein will be acceptable to the County Map Room for transfer purposes in the future. The Map Room may require a new survey in order to transfer the property.

NOTE: Estate of John Lewis Christman, Monroe County Probate Court Case No. 2021EST10954.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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



**THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY, THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE, LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED, PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED'S ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

---

**Copyright 2021 American Land Title Association. All rights reserved.**

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



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law 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; 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 is not liable for any other amendment to this Commitment.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

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



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 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 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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

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



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>.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

---

**Copyright 2021 American Land Title Association. All rights reserved.**

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





## PRIVACY POLICY NOTICE

ATA National Title Group, LLC and its family of affiliated companies (collectively "ATA") respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA Privacy Policy.

ATA, as an agent for First American Title Insurance Company, Old Republic Title Insurance, American Guaranty Title Insurance Company, Stewart Title Guaranty, Fidelity National Title Insurance Company and its family of companies, Westcor Land Title Insurance Company, WFG National Title Insurance Company, Farmland Title and DHI Title Insurance provides title insurance products and other settlement and escrow services to customers. The ATA Privacy Policy applies to all ATA customers, former customers and applicants.

*What kinds of information we collect:* Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction,
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, certain non-public personal information is provided to us in order to provide the services requested. and
- information about your transactions and experiences as a customer.

*How we use and disclose this information:* We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, we record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction.

We may disclose your name, address, email address, and property information to third-party companies that perform marketing services on our behalf, such as letter production and mailing. We may also share this information with financial service providers including insurance companies, banks, mortgage brokers, and credit institutions with whom we have joint marketing agreements.

Additionally, we may share your name, address, email address, and property information with companies that offer value-added or convenience services related to homeownership. These services are entirely optional, and you will only be enrolled if you affirmatively opt in with the provider. You will have the opportunity to review the service and make your selection directly with them.

*How we protect your information:* We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA, please write us at: **ATA National Title Group, LLC, 31440 Northwestern Highway, Ste. 225, Farmington Hills, Michigan 48334** or email us at [legal\\_dept@atatitle.com](mailto:legal_dept@atatitle.com) or visit our website [www.atatitle.com](http://www.atatitle.com)

(Effective June 2025)

## Privacy Notice

**Last Updated and Effective Date:** December 1, 2025

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Disclose Your Personal Information?** We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Notice:** We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

**Your continued use, access, or interaction with OUR SERVICES or your continued communications with us after THIS NOTICE HAS BEEN PROVIDED TO YOU will REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.**

**For California Residents** If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.