



Schedule A
ALTA COMMITMENT

File Number: 20091454

1. Commitment Date: November 16, 2020 at 08:00 AM
2. Policy (or Policies) to be issued: Proposed Policy Amount:
 - (a) X ALTA Owner's Policy (ALTA Own. Policy (6/06))
Proposed Insured:
D. M. C. Family Holdings, LLC
 - (b) ALTA Loan Policy
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
D. M. C. Family Holdings, LLC
5. The Land is described as follows:
SEE SCHEDULE C ATTACHED HERETO

Old Republic National Title Insurance Company
Issued through the office of:
EquiTitle, Inc.

EQUITITLE, INC.

This page is only a 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.



Schedule B-I
ALTA COMMITMENT

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 of Trust from D. M. C. Family Holdings, LLC to , Trustee for , securing the principal amount of \$
5. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors and materialmen are all paid.
7. Taxes for the year 2020: Map/Parcel , 075L A 010.00
Polk County: \$ 113.00 Bill #3452; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 101.00
Polk County: \$ 113.00 Bill #3454; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 160.00
Polk County: \$215.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 166.00
Polk County: \$ 113.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 167.00
Polk County: \$ 113.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 218.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 221.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 227.00
Polk County: \$ 45.00; DUE.

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Schedule B-I

(Continued)

Taxes for the year 2020: Map/Parcel , 075I A 228.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075L A 229.00 Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 230.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 231.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 232.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 233.00
Polk County: \$ 45.00 DUE.

Taxes for the year 2020: Map/Parcel , 075I A 235.00
Polk County: \$ 45.00 DUE.

Taxes for the year 2020: Map/Parcel , 075I A 237.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 238.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 240.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 241.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 243.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 244.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 245.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 246.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 247.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 248.00
Polk County: \$ 45.00; DUE.

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Schedule B-I

(Continued)

Taxes for the year 2020: Map/Parcel , 075I A 251.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075L A 260.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 262.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 263.00
Polk County: \$ 45.00; DUE.

Taxes for the year 2020: Map/Parcel , 075I A 264.00
Polk County: \$ 45.00; DUE.

Taxes for 2020: Map/Parcel 075I A 265.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 266.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 268.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 269.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 270.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 271.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 272.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 275.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 276.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 277.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 280.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 282.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 283.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 284.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 075I A 285.00 Polk County: \$45.00 DUE.

Taxes for 2020: Map/Parcel 076-020.00 Polk County: \$2,135.00 DUE.

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Schedule B-I

(Continued)

8. A Deed of Trust by D.M.C. Family Holdings LLC, trustor, to Gary D. Keith, trustee, for the benefit of Chattanooga Agricultural Credit Association, beneficiary, to secure a note in the original amount of \$862,449.80 secured thereby, dated December 08, 2011, and recorded on December 14, 2011, of record in Book TD428, Page 22, Register's Office for Polk County, Tennessee.
- 9.
- 10.
11. Furnish the following: (a) a copy of the Operating Agreement for D.M.C. Family Holdings LLC, a Tennessee Limited Liability Company, and any amendments, to confirm the identity of those persons authorized to execute the documents necessary for the transaction; (b) Certificate of Existence from the Secretary of State in the state of formation; (c) Affidavit from Manager/Member authorizing the transaction and confirming that there are no amendments, modifications, etc. or that any amendments/modifications are attached to the affidavit.

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Schedule B-II ALTA COMMITMENT

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 discrepancies, conflicts, easements, boundary line disputes, any shortages in area, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
3. Rights and claims of parties in possession.
4. Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.
5. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.
6. Liens, encumbrances, or claims thereof, which are not shown by the public record.
7. General or special taxes and assessments required to be paid in the year 2021 and subsequent years.
If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 675603, et seq.
8. SUBJECT TO ANY OFF CONVEYANCE TO EASTERN TENNESSEE POWER AND/OR TENNESSEE VALLEY AUTHORITY (TVA) AS TO LOT 10 ON THE PLAN OF FINAL PLAT, OCOEE MOUNTAIN CLUB PHASE I OF RECORD IN PLAT BOOK 11, PAGE 125 AND AS TO LOTS 166 AND 167 ON THE PLAN FINAL PLAT, OCOEE MOUNTAIN CLUB PHASE IV OF RECORD IN PLAT BOOK 12, PAGE 68, ALL AS OF RECORD IN THE REGISTER'S OFFICE OF POLK COUNTY, TENNESSEE
9. Any covenants, conditions, restrictions, reservations or easements of record, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
10. Taxes resulting from supplemental, revised or corrected assessments under Tennessee Code

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Schedule B-II

(Continued)

Annotated, Section 67-5-603, et seq.

11. Taxes for the year 2020, a lien due and payable, but not delinquent.
12. Subject to all matters shown on the Plan of record in Plat Book 17, Page 92, Plat Book 5, Page 45, Plat Book 11, Page 125, Plat Book 12, Page 57, Plat Book 12, Page 68, and Plat Book 13, Page 8, Register's Office for Polk County, Tennessee.
13. Subject to the rights of the United States of America, Tennessee Valley Authority, aka TVA, in the land acquired from the Tennessee Electric Power Company, as described of record in Deed Book 11, Page 63, in the Register's Office for Polk County, Tennessee.
14. Subject to contract with the City of Benton, dated January 14, 2008 of record in Book 126, Page 393, in the Register's Office for Polk County, Tennessee.
15. Restrictions of record in Book 124, Page 284; Book 125, page 249; Book 130, page 301; Book 132, page 80, in the Register's Office for Polk County, Tennessee.
16. To public and private roads, and utility easements for Ocoee Mountain Club Phases I, II, III, IV, V and VI, as shown on plat of record in the Register's Office of Polk County, Tennessee.
17. Setbacks and notes on plats of record for Ocoee Mountain Club.
18. Tennessee Valley Authority, T.V.A. boundary and any rights held by T.V.A. along Ocoee River or its tributaries.
19. Meanders of bank of Ocoee River a/k/a Little Ocoee River.
20. Also included are all rights held by grantor in Thirty (30) foot existing farm shown on Cleveland Surveying survey dated November 12, 2007.
21. Any loss or claim arising under The Federal Truth In Lending Act.
22. Any and all governmental zoning and subdivision ordinances or regulations in effect thereon.
23. Payment of Home Owner's Association Fees, if applicable.

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Schedule C
ALTA COMMITMENT

The Land referred to in this Commitment is described as follows:

TRACT ONE (1):

Located in the First Civil District of Polk County, Tennessee:

All that certain tract or parcel of land situated, lying and being in Polk County, Tennessee, containing 97.4 acres, more or less, and being more fully shown and described a plat of a survey for Heirs of Beckler Estate, made by Jimmy L. Richmond, Registered Land Surveyor No. 917, Richmond Surveying Company, 3205 Dalton Pike, Southeast, Cleveland, Tennessee, 37311, dated April 18, 1986 and recorded in the Office of Register of Polk County, Tennessee, in Plat Book 5, Page 45, which plat reference is made for a metes and bounds description of said land. Identified by the Polk County Tennessee, Tax Assessor as Map 76, Parcel 20 on the tax map as of May 30, 2008.

Included in the above but specifically excluded herein is that portion of property as shown as Final Plat Phase 6, Ocoee Mountain Club, as shown by plat of record in Plat Book 13, Page 8, Register's Office for Polk County, Tennessee, to which reference is hereby incorporated for a more specific description of said property.

TRACT TWO (2):

Land in Polk County, Tennessee, being Lot No. 10 on the Plan of Final Plat, Ocoee Mountain Club Phase I, of record in Plat Book PB11, Page 125, in the Register's Office for Polk County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Land in Polk County, Tennessee, being Lot No. 101 on the Plan of Final Plat, Ocoee Mountain Club Phase III, of record in Plat Book PB12, Page 57, in the Register's Office for Polk County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Land in Polk County, Tennessee, being Lot No. 160, 166, 167 on the Plan of Final Plat, Ocoee Mountain Club Phase IV, of record in Plat Book PB12, Page 68, in the Register's Office for Polk County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Land in Polk County, Tennessee, being Lot No. 218, 221, 227, 228, 229, 230, 231, 232, 233, 235, 237, 238, 240, 241, 242, 243, 244, 245, 246, 247, 248, 251, 260, 262, 263, 264, 265, 266, 268, 269, 270, 271, 272, 275, 276, 277, 280, 282, 283, 284, 285 on the Plan of Final Plat, Ocoee Mountain Club Phase VI, of record in Plat Book PB13, Page 8, in the Register's Office for Polk County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Also included are all rights held by grantor in Thirty (30) foot existing farm shown on Cleveland Surveying survey dated November 12, 2007.

LESS AND EXCEPT ANY OFF CONVEYANCE TO EASTERN TENNESSEE POWER AND/OR TENNESSEE VALLEY AUTHORITY (TVA) AS TO LOT 10 ON THE PLAN OF FINAL PLAT, OCOEE MOUNTAIN CLUB PHASE I OF RECORD IN PLAT BOOK 11, PAGE 125 AND AS TO LOTS 166 AND 167 ON THE PLAN FINAL PLAT, OCOEE MOUNTAIN CLUB PHASE IV OF RECORD IN PLAT BOOK 12, PAGE 68, ALL AS OF RECORD IN THE REGISTER'S OFFICE OF POLK COUNTY, TENNESSEE.

Being a portion the same property conveyed to D.M.C. Family Holdings LLC, a Tennessee Limited Liability Company by Substitute Trustee's Deed from George N. McCain, Substitute Trustee of record in Book WD273, Page 200, Register's Office for Polk County, Tennessee, dated December 08, 2011 and recorded on December 14, 2011. (Value or consideration shown in aforementioned deed \$564,449.80.)

Schedule C

(Continued)

FOR PRIOR TITLE: Being a portion of the same property conveyed to Land Discoveries, LLC, a Florida limited liability company by Quitclaim Deed from Ocoee land Holdings, LLC, a Tennessee limited liability company of record in Book WD265, page 424, Register's Office for Polk County, Tennessee, dated February 01, 2010 and recorded on March 03, 2010. (Value or consideration shown in aforementioned deed \$0.00.)

Being a portion of the same property conveyed to Ocoee land Holdings, LLC, a Tennessee Limited Liability Company by Warranty Deed from Kenneth Bishop and wife, Myrtle Adeliah Bishop of record in Book WD257, Page 171, Register's Office for Polk County, Tennessee, dated May 30, 2008 and recorded on June 06, 2008. (Value or consideration shown in aforementioned deed \$800,000.00.)

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

All matters shown on the Plan of record in Plat Book 17, Page 92, Plat Book 5, Page 45, Plat Book 11, Page 125, Plat Book 12, Page 57, Plat Book 12, Page 68, and Plat Book 13, Page 8, Register's Office for Polk County, Tennessee.

The rights of the United States of America, Tennessee Valley Authority, aka TVA, in the land acquired from the Tennessee Electric Power Company, as described of record in Deed Book 11, Page 63, in the Register's Office for Polk County, Tennessee.

Contract with the City of Benton, dated January 14, 2008 of record in Book 126, Page 393, in the Register's Office for Polk County, Tennessee.

Also included are all rights held by grantor in Thirty (30) foot existing farm shown on Cleveland Surveying survey dated November 12, 2007.

Meanders of bank of Ocoee River a/k/a Little Ocoee River.

Tennessee Valley Authority, T.V.A. boundary and any rights held by T.V.A. along Ocoee River or its tributaries.

Setbacks and notes on plats of record for Ocoee Mountain Club.

To public and private roads, and utility easements for Ocoee Mountain Club Phases I, II, III, IV, V and VI, as shown on plat of record in the Register's Office of Polk County, Tennessee.

Restrictions of record in Book 124, Page 284; Book 125, page 249; Book 130, page 301; Book 132, page 80, in the Register's Office for Polk County, Tennessee.

M&P:

075L-A-010.00
075I-A-101.00
075I-A-160.00
075I-A-166.00
075I-A-167.00
075I-A-218.00
075I-A-221.00
075I-A-227.00
075I-A-228.00
075I-A-229.00
075I-A-230.00
075I-A-231.00
075I-A-232.00
075I-A-233.00

Schedule C

(Continued)

075I-A-235.00
075I-A-237.00
075I-A-238.00
075I-A-240.00
075I-A-241.00
075I-A-243.00
075I-A-244.00
075I-A-245.00
075I-A-246.00
075I-A-247.00
075I-A-248.00
075I-A-251.00
075I-A-260.00
075I-A-262.00
075I-A-263.00
075I-A-264.00
075I-A-265.00
075I-A-266.00
075I-A-268.00
075I-A-269.00
075I-A-270.00
075I-A-271.00
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075I-A-275.00
075I-A-276.00
075I-A-277.00
075I-A-280.00
075I-A-282.00
075I-A-283.00
075I-A-284.00
075I-A-285.00
076-020.00

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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

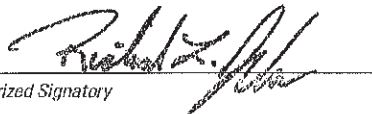
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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.

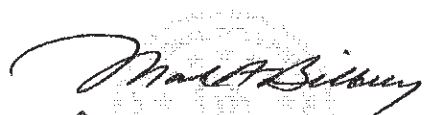
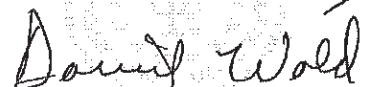
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Issued through the Office of
EquiTitle, Inc.
175 Mouse Creek Road NW
Cleveland, TN 37312


Authorized Signatory

DRT Form 4690 8-1-16
ALTA Commitment for Title Insurance

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

By  President
Attest  Secretary

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 a 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.