



**ALTA 2021 COMMITMENT FOR TITLE INSURANCE**  
Issued By  
**WFG NATIONAL TITLE INSURANCE COMPANY**

Issuing Agent: Hocker Title  
Issuing Office: 6626 E 75th Street, Suite 410, Indianapolis, IN 46250  
ALTA® Registry ID: 1107441  
Commitment No.: GE25-26241-1  
Issuing Office File No.: GE25-26241  
Property Address: COUNTY RD 300 N, Mulberry, IN 46058  
COUNTY RD 300 N, Frankfort, IN 46041  
STATE RD 38, Mulberry, IN 46058  
W COUNTY RD 1000 W, Mulberry, IN 46058

**SCHEDULE A**

1. Commitment Date: January 20, 2025 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (07/01/21)  
Proposed Insured: TBD  
Proposed Amount of Insurance: TBD  
The estate or interest to be insured: Fee Simple
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: K & J Pyle Family Limited Partnership .
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

**WFG NATIONAL TITLE INSURANCE COMPANY**

Date: January 31, 2025  
Hocker Title

Janet Hocker, Authorized Signor

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### **SCHEDULE B, PART I**

#### **REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Vendor's and Mortgagor's Affidavits to be executed at the closing.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
8. You must file a Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
9. NOTE: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500.
10. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

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## **SCHEDULE B, PART I**

(Continued)

11. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
12. NOTE: A search and examination of the Public Records for the subject real estate reveals no open and unpaid recorded mortgage on this land. The Company MUST be notified if you are aware otherwise.
13. Additional requirements may be raised in order to complete the transaction to be insured.

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**SCHEDULE B, PART II**

**EXCEPTIONS**

**SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not recorded in the public records.
3. Easements or claims of easements not recorded in the public records.
4. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements, along with any facts, rights, interests or claims of such, which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
5. 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.
6. Taxes for year 2023 payable 2024, and thereafter, assessed in the name of K & J Pyle Family Limited Partnership, KEY NUMBER: 12-05-26-201-001.000-020; Washington Township. Assessed Valuation: Land \$83,800.00; Improvements \$0.00; Exemptions \$0.00.

May taxes in the amount of \$632.48 are Paid.

November Taxes in the amount of \$632.48 are Paid.

2024 taxes payable 2025 are not yet assessed.

Taxes for the year 2025 payable 2026 are now a lien, but not yet due and payable.

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**SCHEDULE B, PART II**  
(Continued)

7. Taxes for year 2023 payable 2024, and thereafter, assessed in the name of K & J Pyle Family Limited Partnership, KEY NUMBER: 12-05-23-400-001.000-008; Madison Township. Assessed Valuation: Land \$134,400.00; Improvements \$0.00; Exemptions \$0.00.

May taxes in the amount of \$1,012.83 are Paid.

November Taxes in the amount of \$1,012.83 are Paid.

2024 taxes payable 2025 are not yet assessed.

Taxes for the year 2025 payable 2026 are now a lien, but not yet due and payable.

8. Taxes for year 2023 payable 2024, and thereafter, assessed in the name of K & J Pyle Family Limited Partnership, KEY NUMBER: 12-05-18-100-001.000-008; Madison Township. Assessed Valuation: Land \$192,800.00; Improvements \$0.00; Exemptions \$0.00.

May taxes in the amount of \$1,452.94 are Paid.

November Taxes in the amount of \$1,452.94 are Paid.

2024 taxes payable 2025 are not yet assessed.

Taxes for the year 2025 payable 2026 are now a lien, but not yet due and payable.

a. Assessment for Drain for the year 2024. The May installment in the amount of \$11.19 is Paid.

9. Taxes for year 2023 payable 2024, and thereafter, assessed in the name of K & J Pyle Family Limited Partnership, KEY NUMBER: 12-05-18-100-002.000-008; Madison Township. Assessed Valuation: Land \$53,400.00; Improvements \$0.00; Exemptions \$0.00.

May taxes in the amount of \$402.42 are Paid.

November Taxes in the amount of \$402.42 are Paid.

2024 taxes payable 2025 are not yet assessed.

Taxes for the year 2025 payable 2026 are now a lien, but not yet due and payable.

10. NOTE: The taxes set forth above are lower if tax exemptions or deductions are filed. The taxes shown above will increase if the seller acquired the property within the last two calendar years and did not re-file for exemptions or deductions or obtained the exemptions or deductions by fraud or misrepresentation. Contact the County or local Assessor if you have any questions about the current status of exemptions or deductions and how they will affect taxes payable subsequent to closing.

11. Subject to possible municipal assessments as levied by the City/Town of Mulberry.

You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.

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**SCHEDULE B, PART II**  
(Continued)

12. Minerals or mineral rights or any other subsurface substances (including, without limitations, oil, gas and coal) and all rights incidents thereto, now or previously leased, granted, excepted or reserved.
13. Rights of way of drainage tiles, ditches, feeders, laterals, swales and underground drain tiles or pipes, if any
14. Rights of the public, the State of Indiana and/or the Municipality, and others entitled thereto, in and to that part of the land taken or used for roadway purposes.
15. Any limitation on access to and from the Land across the limited access right of way known as State Road 38 abutting the property.
16. NOTE: Upon satisfaction of Company standards and requirements, a lender's requested gap coverage (for title defects arising between the commitment date and the insured mortgage's recording date) will be provided where the issuing office closes the transaction: however, that coverage will always exclude matters of which the insured has knowledge.
17. Supplemental Pipeline Right-of-Way Agreement dated 12/10/1999 recorded 03/12/2000 as Instrument Number 2000/151 in the Office of the Recorder of Clinton county.
18. 24 Month Chain of Title:  
  
K & J Pyle Family Limited Partnership an Indiana family limited partnership acquired title by Trustee's Deed from Kenneth S. Pyle, as Trustee of the Kenneth S. Pyle Living Trust, dated 03/06/2012 and recorded 03/09/2012, as Instrument Number 2012-0994 in the Office of the Recorder of Clinton County, Indiana.  
  
K & J Pyle Family Limited Partnership an Indiana family limited partnership acquired title by Trustee's Deed from Julia Ann Pyle, as Trustee of the Julia Ann Pyle Living Trust, dated 03/06/2012 and recorded 03/09/2012, as Instrument Number 2012-0993 in the Office of the Recorder of Clinton County, Indiana.
19. NOTE: A judgment search was run on K & J Pyle Family Limited Partnership and no unreleased judgments were found of record.

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**EXHIBIT A**

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

**TRACT 1:**

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, IN TOWNSHIP 22 NORTH, RANGE 2 WEST OF THE SECOND PRINCIPAL MERIDIAN, CONTAINING 80 ACRES, MORE OR LESS.

**TRACT 2:**

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, IN TOWNSHIP 22 NORTH, RANGE 2 WEST OF THE SECOND PRINCIPAL MERIDIAN, CONTAINING 40 ACRES, MORE OR LESS.

**TRACT 3:**

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 22 NORTH, RANGE 2 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPTING THEREFROM TWENTY (20) ACRES OFF THE SOUTH END THEREOF, LEAVING IN SAID TRACT 60 ACRES, MORE OR LESS.

ALSO, ALL THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18 LYING NORTH OF STATE HIGHWAY NO. 38, CONTAINING 87.95 ACRES, MORE OR LESS, EXCEPTING THEREFROM: A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 2 WEST OF THE SECOND PRINCIPAL MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE AFORESAID NORTHWEST QUARTER, PROCEED THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS WEST (THE BEARING DETERMINED FROM U.S.G.S. QUADRANGLE MAPS) 1,835.10 FEET ALONG THE SECTION LINE; THENCE SOUTH 65 DEGREES 59 MINUTES 18 SECONDS EAST, 470.89 FEET ALONG THE PLAN CENTERLINE OF STATE HIGHWAY NO. 38 TO THE TRUE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, PROCEED THENCE NORTH 00 DEGREES 40 MINUTES 46 SECONDS EAST, 120.47 FEET (PURSUANT TO PRIOR DEED, "A FENCE EXISTS MORE OR LESS ALONG THIS LINE"); THENCE SOUTH 89 DEGREES 17 MINUTES 43 SECONDS EAST, 1,306.23 FEET (PURSUANT TO PRIOR DEED, "A FENCE EXISTS MORE OR LESS ALONG THE EASTERN PORTION OF THIS LINE"); THENCE SOUTH 00 DEGREES 40 MINUTES 46 SECONDS WEST, 683.32 FEET (PURSUANT TO PRIOR DEED, "A FENCE EXISTS MORE OR LESS ALONG THIS LINE"); THENCE NORTH 65 DEGREES 59 MINUTES 18 SECONDS WEST, 1,422.57 FEET ALONG THE PLAN CENTERLINE OF STATE HIGHWAY NO. 38 TO THE POINT OF BEGINNING, CONTAINING 12.01517 ACRES, SUBJECT TO THE RIGHT-OF-WAY OF STATE HIGHWAY NO. 38 ON AND ALONG THE ENTIRE SOUTHERNMOST BOUNDARY AND BEING THE TRACT SHOWN ON THE SURVEY OF CARL M. ANDERSON DATED APRIL 28, 1986 AND FILED IN SURVEYOR'S RECORD 7, PAGE 449 IN THE OFFICE OF THE SURVEYOR OF CLINTON COUNTY, INDIANA. AND CONTAINING AFTER SAID EXCEPTION, 79.8983 ACRES, MORE OR LESS.

FURTHER EXCEPTING THEREFROM that land conveyed to the State of Indiana pursuant to Warranty Deed dated April 26, 2021 and recorded July 29, 2021 as Instrument No. 20213625 in the Office of the Recorder of Clinton County, Indiana, and more particularly described as follows:

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 2 WEST, CLINTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT-OF-WAY LINES DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT, MARKED EXHIBIT "B", DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHERE THE WEST LINE OF

**EXHIBIT A**  
(Continued)

SAID QUARTER SECTION MEETS THE CENTERLINE OF STATE ROAD 38 SOUTH 0 DEGREES 08 MINUTES 32 SECONDS WEST 1835.39 FEET (1835.10 FEET BY INSTRUMENT NUMBER 2012-0993) FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION DESIGNATED AS POINT "225" ON SAID PLAT; THENCE NORTH 0 DEGREES 08 MINUTES 32 SECONDS EAST 71.32 FEET ALONG SAID WEST LINE; THENCE SOUTH 89 DEGREES 51 MINUTES 28 SECONDS EAST 11.51 FEET TO THE POINT DESIGNATED "734" ON SAID PLAT; THENCE SOUTH 34 DEGREES 09 MINUTES 41 SECONDS EAST 56.26 FEET TO THE POINT DESIGNATED "735" ON SAID PLAT; THENCE SOUTH 66 DEGREES 23 MINUTES 17 SECONDS EAST 423.59 FEET PARALLEL WITH THE CENTERLINE OF SAID STATE ROAD 38 TO THE EAST LINE OF THE GRANTOR'S LAND AND THE WEST LINE OF A 12.0517-ACRE TRACT, AS DESCRIBED IN SURVEY RECORD 7, PAGE 449 IN THE OFFICE OF THE SURVEYOR OF SAID COUNTY; THENCE SOUTH 0 DEGREES 23 MINUTES 32 SECONDS WEST 43.53 FEET TO THE CENTERLINE OF SAID STATE ROAD 38 WHICH POINT IS THE SOUTHWEST CORNER OF SAID 12.0517-ACRE TRACT; THENCE NORTH 66 DEGREES 23 MINUTES 17 SECONDS WEST 470.49 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING AND CONTAINING 0.452 ACRES, MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT OF WAY WHICH CONTAINS 0.149 ACRES, MORE OR LESS, FOR A NET ADDITIONAL TAKING OF 0.303 ACRES, MORE OR LESS.





## **ALTA 2021 COMMITMENT FOR TITLE INSURANCE**

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### **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, WFG National Title Insurance Company, a South Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### **COMMITMENT CONDITIONS**

#### **1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

**COMMITMENT**  
(Continued)

- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I - Requirements;
  - f. Schedule B, Part II - Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
- 4. **COMPANY'S RIGHT TO AMEND**

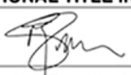
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
- 5. **LIMITATIONS OF LIABILITY**
  - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I - Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
  - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

**COMMITMENT**  
(Continued)

- 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 IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**In Witness Whereof**, WFG NATIONAL TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Commitment shown in Schedule A.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary

