


Parcel # 1

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

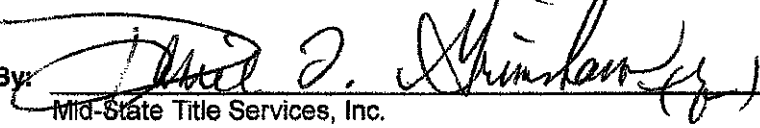
Transaction Identification Data for reference only:

Issuing Agent: Mid-State Title Services, Inc.
Issuing Office: 117 S Main Street, Vassar, MI 48768
Issuing Office's ALTA® Registry ID: 1020445
Loan ID No.:
Commitment No.: 190507
Issuing Office File No.: 190507
Property Address: 5985 N. River Road and 5000 N. Thomas Road, Freeland, MI 48623
Revision No.:

SCHEDULE A

1. Commitment Date: November 27, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA® Policy
Proposed Insured: INFORMATIONAL COMMITMENT
Proposed Policy Amount:
 - (b) ALTA® Policy
Proposed Insured:
Proposed Policy Amount:
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:
DOROTHY R. ERSKINE TRUST, u/a/d February 7, 1989, as amended
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY


By: 
Mid-State Title Services, Inc.

This page is only a part of a 2016 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; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

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#1

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 190507

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. Pay unpaid taxes and assessments unless shown as paid.
6. RECORD DEATH CERTIFICATE OF DOROTHY R. ERSKINE.
7. RECORD PROPER TRUST CERTIFICATION SETTING FORTH THE NAME OF THE TRUSTEE OF ABOVE TRUST, THE PROVISIONS OF THE TRUST WHICH ESTABLISH THE TRUSTEE'S POWER TO CONVEY AND MORTGAGE, A STATEMENT THAT SAID POWER TO CONVEY AND MORTGAGE IS IN FULL FORCE AND EFFECT AND UNREVOKED AND FURTHER THAT THERE ARE NO LIMITATIONS OF THE POWER TO CONVEY AND MORTGAGE WITHIN THE BALANCE OF THE PROVISIONS OF THE TRUST AGREEMENT.
8. THIS COMMITMENT IS FOR INFORMATIONAL PURPOSES ONLY AND HAS NO INSURABLE INTEREST.
9. RECORD QUALIFIED AGRICULTURE AFFIDAVIT.
10. NOTE: Defect, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the Proposed Insured acquires for value of record the estate of interest or mortgage thereon covered by this Commitment.

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SCHEDULE B
(Continued)

Commitment No.: 190507

SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims that are not shown by the Public Record but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Easements and rights-of-way for public utilities of record or in use.
8. Right-of-Way in favor of Consumers Power Company as disclosed in instrument recorded in Liber 705, Page 643, Saginaw County Records. Route to be as located. (AS TO PARCEL 1)
9. Right-of-Way in favor of Michigan Gas Storage Company as disclosed in instrument recorded in Liber 912, Page 5, Saginaw County Records. Route is not determinable. (AS TO PARCEL 1)
10. Right-of-Way in favor of Michigan Gas Storage Company as disclosed in instrument recorded in Liber 913, Page 58, Saginaw County Records. Route is not determinable. (AS TO PARCEL 2)
11. RIGHTS OF TENANTS IN POSSESSION.
12. Except all oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said oil, gas and other minerals.
13. Rights of the public, and/or any governmental unit in and to that portion of above captioned property, if any, taken or used for road purposes.

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SCHEDULE B
(Continued)

Commitment No.: 190507

14. Taxes and Special Assessments which constitute a lien, but are not yet due and payable. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
15. TAX INFORMATION NOTE:
Tax Code: 29-13-3-33-1002-000 PARCEL 1
2018 and Prior: PAID
2019: JULY \$1006.37 PAID
2019: DECEMBER \$1913.18 PAID
ADDRESS: 5985 N. RIVER RD. SEV: 248,400
Tax Code: 29-13-3-33-1004-000 PARCEL 2
2018 and Prior: PAID
2019: JULY \$161.48 PAID
2019: DECEMBER \$303.53 PAID
ADDRESS: 5000 N. THOMAS RD. SEV: 53,800


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1

 First American Title™	ALTA Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule C	

Commitment No.: 190507

The land is described as follows:

TOWNSHIP OF TITTABAWASSEE, COUNTY OF SAGINAW, STATE OF MICHIGAN

PARCEL 1

The Northeast 1/4 of the Northeast 1/4 and the North 1/2 of the Southeast 1/4 of the Northeast 1/4, Section 33, Town 13 North, Range 3 East; EXCEPT, that part lying Northeast of River road; ALSO EXCEPT, the North 150 feet of the West 125 feet thereof; ALSO EXCEPT, the West 110 feet of the East 290 feet of the North 120 feet thereof.


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#1

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

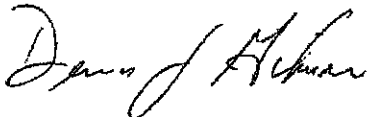
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

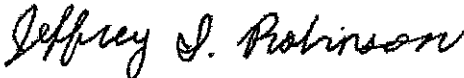
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions.

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 *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Parcel # 2

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

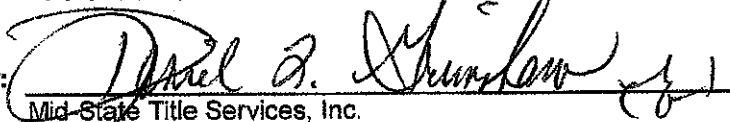
Transaction Identification Data for reference only:

Issuing Agent: Mid-State Title Services, Inc.
Issuing Office: 117 S Main Street, Vassar, MI 48768
Issuing Office's ALTA® Registry ID: 1020445
Loan ID No.:
Commitment No.: 190438
Issuing Office File No.: 190438
Property Address: 4000 LONE RD., FREELAND, MI 48623
Revision No.:

SCHEDULE A

1. Commitment Date: November 27, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA® Policy
Proposed Insured: INFORMATIONAL COMMITMENT
Proposed Policy Amount:
 - (b) ALTA® Policy
Proposed Insured:
Proposed Policy Amount:
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:
DOROTHY R. ERSKINE TRUST, u/a/d February 7, 1989, as amended
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY


By: 
Mid-State Title Services, Inc.

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#2

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 190438

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. Pay unpaid taxes and assessments unless shown as paid.
6. RECORD DEATH CERTIFICATE OF DOROTHY R. ERSKINE.
7. RECORD PROPER TRUST CERTIFICATION SETTING FORTH THE NAME OF THE TRUSTEE OF ABOVE TRUST, THE PROVISIONS OF THE TRUST WHICH ESTABLISH THE TRUSTEE'S POWER TO CONVEY AND MORTGAGE, A STATEMENT THAT SAID POWER TO CONVEY AND MORTGAGE IS IN FULL FORCE AND EFFECT AND UNREVOKED AND FURTHER THAT THERE ARE NO LIMITATIONS OF THE POWER TO CONVEY AND MORTGAGE WITHIN THE BALANCE OF THE PROVISIONS OF THE TRUST AGREEMENT.
8. THIS COMMITMENT IS FOR INFORMATIONAL PURPOSES ONLY AND HAS NO INSURABLE INTEREST.
9. NOTE: Defect, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the Proposed Insured acquires for value of record the estate of interest or mortgage thereon covered by this Commitment.

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#2

SCHEDULE B
(Continued)

Commitment No.: 190438

SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims that are not shown by the Public Record but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Drain Tile Easement recorded in Liber 1068, Page 104, Saginaw County Records. Route is not determinable.
8. Right-of-Way in favor of Saginaw County Drain Commission for Hatch Run Drain and Vasold Drain as shown on instrument recorded in Liber 1676, Page 1481, Saginaw County Records. Route to be as located.
9. Easement For Pipelines in favor of Consumers Energy Company as disclosed in instrument #2017023982, Saginaw County Records. Route to be as located.
10. RIGHTS OF TENANTS IN POSSESSION.
11. Except all oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said oil, gas and other minerals.
12. Rights of the public, and/or any governmental unit in and to that portion of above captioned property, if any, taken or used for road purposes.
13. Taxes and Special Assessments which constitute a lien, but are not yet due and payable. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of

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ALTA Commitment for Title Insurance (8-1-16)
Michigan - Schedule Bi & Bii
(190438.PFD/190438/4)

#2

SCHEDULE B
(Continued)

Commitment No.: 190438

any homestead exemption status for the insured premises.

14. **TAX INFORMATION NOTE:**

Tax Code: 28-12-3-04-2005-000

2018 and Prior: PADID

2019: JULY \$201.51 PAID

2019: DECEMBER \$313.55 NOT PAID

ADDRESS: 4000 LONE RD. SEV: 36,000


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#2

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule C	

Commitment No.: 190438

The land is described as follows:

TOWNSHIP OF THOMAS, COUNTY OF SAGINAW, STATE OF MICHIGAN

Land situated in the Fractional East 1/2 of the Fractional Northwest 1/4 of the Fractional Section 4, Town 12 North, Range 3 East, described as: Commencing on the North-South 1/4 line of said Section 4 at a point 1,470.87 feet, South 00°00'00" West, from the North 1/4 corner of said section; thence South 00°00'00" West, on said North-South 1/4 line, 667.00 feet; thence North 89°22'30" West, on a line which is 666.00 feet North of and parallel to the East-West 1/4 of said section, 1309.36 feet, to the West 1/8 line of said section; thence North 00°07'16" East, on said West 1/8 line, 666.99 feet; thence South 89°22'30" East, parallel to said East-West 1/4 line, 1307.95 feet to the point of beginning.

This page is only a part of a 2016 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; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.


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Form 5030026-C (9-27-17)

ALTA Commitment for Title Insurance (8-1-16)
Michigan - Schedule C
(190438.PFD/190438/2)

#2

 First American Title™	ALTA Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Commitment	

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.

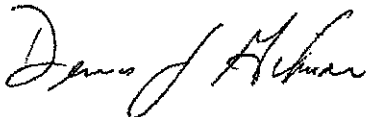
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

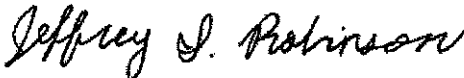
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

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#2

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.

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 *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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