PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Land Title Guarantee Company

Customer Distribution

Our Order Number: SC55064992-2

Date: 01-15-2018

Property Address: 7699 MCLAUGHLIN ROAD, PEYTON, CO 80831

For Closing Assistance
Kristen DeHerrera
102 S TEJON #760
COLORADO SPRINGS, CO 80903
719-381-0243 (phone)
877-334-2012 (fax)
kdeherrera@ltgc.com
Company License: CO44565
Contact License: CO463794

Closer's Assistant
Andrea Goller
102 S TEJON #760
COLORADO SPRINGS, CO 80903
719-634-4821 (phone)
719-634-3190 (fax)
agoller@ltgc.com

For Title Assistance
BEN LOWE
102 S TEJON #760
COLORADO SPRINGS, CO 80903
719-634-4821 (phone)
719-634-3190 (fax)
blowe@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

Buyer/Borrower
CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION
17725 KATY FREEWAY #200
HOUSTON, TX 77094
281-675-6177 (work)
knichols@cbac.com
Delivered via: Electronic Mail

Buyer/Borrower
CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION
Attention: MICHAEL SUTTLE
17725 KATY FREEWAY #200
HOUSTON, TX 77094
281-675-6177 (work)
281-675-6125 (work fax)
michael.suttle@cbac.com
Delivered via: Electronic Mail

Seller/Owner
THIRD IDGAS, LLC, C/O HOMKOR COMPANIES
612 GARFIELD AVE
KANSAS CITY, MO 64124
816-421-6880 (work)
jamesrwiss@aol.com
Delivered via: Electronic Mail

Buyer/Borrower
CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION
Attention: CYNTHIA MURPHY
17725 KATY FREEWAY #200
HOUSTON, TX 77094
281-675-6177 (work)
281-675-6125 (work fax)
cynthia.murphy@cbac.com
Delivered via: Electronic Mail

Attorney for Seller
MILLER & LAW PC
Attention: JAMES THOMPSON
1900 W LITTLETON BLVD
LITTLETON, CO 80120
303-722-6500 (work)
jrt@millerandlaw.com
Delivered via: Electronic Mail

Buyer/Borrower
CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION
Attention: CURTIS CAIN
17725 KATY FREEWAY #200
HOUSTON, TX 77094
281-675-6177 (work)
281-675-6125 (work fax)
ccain@cbac.com
Delivered via: Electronic Mail

Attorney for Buyer
SCHELWAT LAW LLC
Attention: KRISTIN SCHELWAT
16350 E ARAPAHOE RD #108-102
FOXFIELD, CO 80016

Buyer/Borrower
CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION
Attention: JONATHAN WAKEFIELD
17725 KATY FREEWAY #200
HOUSTON, TX 77094

720-252-6764 (work)
kschelwat@schelwatlaw.com
Delivered via: Electronic Mail

Buyer/Borrower
CHRISTIAN BROTHERS AUTOMOTIVE
Attention: ANN NELSON
17725 KATY FREEWAY, SUITE 200
HOUSTON, TX 77094
281-675-6177 (work)
281-675-6125 (work fax)
ann.nelson@cbac.com
Delivered via: Electronic Mail

Buyer/Borrower
CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION
Attention: JACQUELYN C GEIGER
17725 KATY FREEWAY #200
HOUSTON, TX 77094
281-675-6177 (work)
jacqui.geiger@cbac.com
Delivered via: Electronic Mail

Attorney for Buyer
CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION
Attention: CBAC LEGAL
17725 KATY FREEWAY #200
HOUSTON, TX 77094
281-675-6177 (work)
281-675-6125 (work fax)
legal@cbac.com
Delivered via: Electronic Mail

281-675-6177 (work)
281-675-6125 (work fax)
jwakefield@cbac.com
Delivered via: Electronic Mail

Buyer/Borrower
CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION
Attention: BILLY GREEN, JR
17725 KATY FREEWAY #200
HOUSTON, TX 77094
281-675-6177 (work)
281-675-6125 (work fax)
billy.green@cbac.com
Delivered via: Electronic Mail

Agent for Seller
ROSS REAL ESTATE DBA NEWMARK GRUBB KNIGHT FRANK
1800 LARIMER ST #1700
DENVER, CO 80202
303-892-1111 (work)
303-892-6338 (work fax)
Delivered via: Land Custom Delivery
Copies: 1

Agent for Buyer
VITORINO GROUP
Delivered via: Undetermined

Land Title Guarantee Company

Estimate of Title Fees

Order Number: SC55064992-2 Date: 01-15-2018

Property Address: 7699 MCLAUGHLIN ROAD, PEYTON, CO 80831

Buyer/Borrower: CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION, A TEXAS CORPORATION

Seller: THIRD IDGAS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	$1,794.00
Deletion of Standard Exception(s)	$60.00
Tax Certificate	$26.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	$1,880.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule A

Order Number: SC55064992-2

Customer Ref-Loan No.:

Property Address:

7699 MCLAUGHLIN ROAD, PEYTON, CO 80831

1. Effective Date:

01-10-2018 At 05:00:00

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 $625,000.00
Proposed Insured:
CHRISTIAN BROTHERS AUTOMOTIVE
CORPORATION, A TEXAS CORPORATION

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

THIRD IDGAS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LOT 2, WOODMEN HILLS FILING NO. 7J, COUNTY OF EL PASO, STATE OF COLORADO.

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ALTA COMMITMENT
Chicago Title Insurance Company
Schedule B-1

(Requirements)

Order Number: SC55064992-2

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF THIRD IDGAS, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

   NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR THIRD IDGAS, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

   NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

3. WARRANTY DEED FROM THIRD IDGAS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION, A TEXAS CORPORATION CONVEYING SUBJECT PROPERTY.

   NOTE: AS TO THE OWNER'S POLICY, ITEMS 1-3 OF THE GENERAL EXCEPTIONS ARE HEREBY DELETED.

   NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE GENERAL EXCEPTIONS OF THE OWNER'S POLICY WILL BE AMENDED AS FOLLOWS:

   ITEM NO. 4 OF THE GENERAL EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF THIRD IDGAS, LLC, A COLORADO LIMITED LIABILITY COMPANY. CHICAGO TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION, A TEXAS CORPORATION.

   NOTE: ITEM 5 OF THE GENERAL EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

   NOTE: UPON PROOF OF PAYMENT OF 2017 TAXES, ITEM 6 WILL BE AMENDED TO READ:

ALTA COMMITMENT
Chicago Title Insurance Company
Schedule B-1

(Requirements)

Order Number: SC55064992-2

The following are the requirements to be complied with:

TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS.

Chicago Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55064992-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**

2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**

3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**

4. **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.**

5. **Defects, 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**

6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**

7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**

8. EXISTING LEASES AND TENANCIES, IF ANY.

9. RIGHTS OF WAY FOR DITCHES AND CANALS CONSTRUCTED BY AUTHORITY OF THE UNITED STATES OF AMERICA AS RESERVED IN PATENTS RECORDED NOVEMBER 26, 1897 IN BOOK 143 AT PAGE 349 AND AS RECORDED MAY 18, 1905 IN BOOK 143 AT PAGE 475 AND AS RECORDED MAY 18, 1903 IN BOOK 143 AT PAGE 476.

10. INCLUSION OF THE SUBJECT PROPERTY WITHIN THE FALCON FIRE PROTECTION DISTRICT AS EVIDENCED BY ORDER AND DECREE CREATING DISTRICT RECORDED DECEMBER 2, 1980 IN BOOK 3380 AT PAGE 670 AND AS RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE 587. NOTICE OF ORGANIZATION GIVEN IN CONJUNCTION THEREWITH RECORDED DECEMBER 2, 1980 IN BOOK 3380 AT PAGE 675 AND AS RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE 582.

11. RESERVATION, IN DEED RECORDED DECEMBER 16, 1964 IN BOOK 2049 AT PAGE 330 AND JANUARY 7, 1965 IN BOOK 2051 AT PAGE 997, AS FOLLOWS: RESERVING TO GRANTOR ONE-HALF ALL MINERAL RIGHTS BUT RESERVING NO SURFACE RIGHTS.

12. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, 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, AS CONTAINED IN INSTRUMENT RECORDED APRIL 22, 1999, UNDER RECEPTION NO. 99062123, FIRST AMENDMENT RECORDED NOVEMBER 1, 2000 UNDER

Chicago Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55064992-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

RECEPTION NO. 200132477, SECOND AMENDMENT RECORDED JANUARY 22, 2004 UNDER RECEPTION NO. 204011492, THIRD AMENDMENT RECORDED AUGUST 3, 2005 UNDER RECEPTION NO. 205118770 AN FOURTH AMENDMENT RECORDED OCTOBER 20, 2008 UNDER RECEPTION NO. 208114090.

13. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, 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, AS CONTAINED IN INSTRUMENT RECORDED APRIL 22, 1999, UNDER RECEPTION NO. 99062253.

14. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED DECEMBER 27, 2006, UNDER RECEPTION NO. 206186218.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 08-116 RECORDED MAY 12, 2008 UNDER RECEPTION NO. 208054703.

16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WOODMEN HILLS FILING NO. 7J RECORDED APRIL 24, 2008 UNDER RECEPTION NO. 208712798.

JOINT NOTICE OF PRIVACY POLICY OF

LAND TITLE GUARANTEE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Chicago Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by, us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

DISCLOSURE STATEMENT

• Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.

• Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.

• Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.

• Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: “A closing protection letter is available to be issued to lenders, buyers and sellers”

• If the sales price of the subject property exceeds $100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).

• Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.

• Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.

• Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

• Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

• Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:

- The subject property may be located in a special taxing district.
- A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

• Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property

without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
Issued by
LAND TITLE GUARANTEE COMPANY

Chicago Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

CONDTIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: President

ATTEST

Secretary