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

Commitment Number: 220065505266
Issuing Agent: Preferred Title & Escrow, Inc.
Issuing Office's ALTA® Registry ID: 1181950
Property Address: 600 Walnut Street
Jerseyville, IL 62052
Property Address: 602 Walnut Street
Jerseyville, IL 62052

COMMITMENT FORM - SCHEDULE A

1. Commitment Date:
2. Policy to be issued:
   a. [X] 2021 ALTA Owner's Policy
      Proposed Insured:
      Proposed Amount of Insurance: $1,000.00
   b. [ ] 2021 ALTA Loan Policy
      Proposed Insured:
      Proposed Amount of Insurance: To Come
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:
   Vazis Holdings, LLC, 600 Walnut Street Series, an Illinois Limited Liability Company (Tract I)
   Vazis Holdings, LLC, 602 Walnut Street Series, an Illinois Limited Liability Company (Tract II)
5. The Land is described as follows:
   TRACT I:

   OUTLOT 18 OF THE OUTLOTS OF THE CITY OF JERSEYVILLE, EXCEPT THE FOLLOWING DESCRIBED TRACTS: A TRACT OF LAND MEASURING 120 FEET EAST AND WEST BY 100 FEET NORTH AND SOUTH OUT OF THE SOUTHEAST CORNER OF SAID OUTLOT, SAID TRACT BEING CONVEYED TO JOHN AND JOSEPH WEBER BY WARRANTY DEED DATED MARCH 24, 1958, AND RECORDED SAME DATE IN BOOK 215, PAGE 77 OF THE RECORDS OF THE RECORDER'S OFFICE OF JERSEY COUNTY, ILLINOIS;

   ALSO, A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF OUTLOT 18 OF THE OUTLOTS TO THE CITY OF JERSEYVILLE ON THE EAST LINE OF WALNUT STREET AND 208.71 FEET NORTH OF THE CENTER LINE OF HOLLOW AVENUE; THENCE EAST 208.71 FEET; THENCE SOUTH 88.81 FEET; THENCE WEST 120 FEET; THENCE SOUTH 11.29 FEET; THENCE WEST 88.71 FEET TO THE EAST LINE OF WALNUT STREET; THENCE NORTH ON SAID EAST LINE 100 FEET TO THE POINT OF BEGINNING, SAID TRACT BEING CONVEYED BY LOUIS WIELAND TO JERSEY DEVELOPMENT COMPANY BY WARRANTY DEED RECORDED IN BOOK 220, PAGE 375, ALL BEING SITUATED IN THE CITY OF JERSEYVILLE, COUNTY OF JERSEY AND STATE OF ILLINOIS.

   TRACT II:

This page is only a part of a 2021 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Issued By:
Preferred Title & Escrow, Inc.
123 W. Pearl Street, P O Box 190
Jerseyville, IL 62052
(618) 498-3503

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Agent No.

Signature of Agent or Authorized Signatory

A PART OF OUTLOT EIGHTEEN (18) OF THE CITY OF JERSEYVILLE, AS SHOWN BY PLAT RECORDED IN THE RECORDER'S OFFICE OF JERSEY COUNTY, ILLINOIS, IN BOOK 216, PAGE 456, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50 FEET SOUTH OF THE NORTHWEST CORNER OF OUTLOT 18 ON THE EAST LINE OF WALNUT STREET AND 158.71 FEET NORTH OF THE CENTER LINE OF HOLLOW AVENUE FOR A PLACE OF BEGINNING; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF 208.71 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF OUTLOT 18; THENCE IN A SOUTHERLY DIRECTION 38.71 FEET TO A POINT; THENCE IN A WESTERLY DIRECTION WITH THE NORTH LINE OF OUTLOT 18 A DISTANCE OF 120 FEET TO A POINT; THENCE IN A SOUTHERLY DIRECTION 11.29 FEET TO A POINT; THENCE IN A WESTERLY DIRECTION PARALLEL WITH THE NORTH LINE OF OUTLOT 18, A DISTANCE OF 88.71 FEET TO THE EAST LINE OF WALNUT STREET; THENCE NORTH ON SAID EAST LINE OF WALNUT STREET 50 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED IN THE CITY OF JERSEYVILLE, COUNTY OF JERSEY, AND STATE OF ILLINOIS.

ATTORNEYS' TITLE GUARANTY FUND, INC.

COMMITMENT FORM - SCHEDULE B

Commitment No.: 220065505266

Commitment Date:
State Issued: IL
File Name:

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.
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. The following additional requirements must be satisfied at or prior to the closing:
   a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
   b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
   c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
   d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
6. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
7. Per Illinois law, for closings on or after January 1, 2011, ATG will issue Closing Protection Letters to the parties to the transaction if it is closed by ATG or its approved title insurance agent.
8. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways, (1) as an email from the domain "@atgf.com" or (2) as a fax from fax number 312.372.9509 or 217.403.7401.

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:

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title survey of the Land.

This page is only a part of a 2021 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ALTA Statement form or an equivalent form:
   a. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records;
   b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. The lien of taxes assessed for the year 2020 and thereafter:

   First installment 2020 taxes in the amount of $330.76 is Paid.
   Second installment 2020 taxes in the amount of $330.76 is Paid.
   Taxes for the year 2021 are not yet due and payable.

   Permanent Index No. 04-788-003-00 (Tract I)
4. The lien of taxes assessed for the year 2020 and thereafter:

   First installment 2020 taxes in the amount of $839.43 is Paid.
   Second installment 2020 taxes in the amount of $839.43 is Paid.
   Taxes for the year 2021 are not yet due and payable.

   Permanent Index No. 04-788-005-00 (Tract II)
5. The lien of any additional taxes resulting from construction of new or additional improvements in such year, which are assessed in a subsequent year and added to a subsequent year's tax bill.
6. Rights of the public, the State of Illinois and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.
7. Rights of way for drainage ditches, drain tiles, feeders, lateral and underground pipes, if any.
8. Zoning and/or other restrictions and prohibition imposed by governmental authority, including environmental legislation, building restrictions and restrictive covenants of record.
9. Terms, provisions, and limitations of the certificate of designation and operating agreement of 600 Walnut Street Series, a series of an Illinois limited liability company.
10. The articles of organization and the operating agreement establishing the limited liability company of Vazis Holdings, LLC, an Illinois limited liability company, together with all amendments thereto, properly identified in writing by all of the members as being the terms and provisions of the articles and agreement under which the limited liability company acquired and holds title or held title, together with the statement of authority, if any, filed pursuant to 805 ILCS 180/13-15, should be furnished; and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
11. The certificate of designation and operating agreement establishing 600 Walnut Street Series, together with the statement of authority, if any, filed pursuant to 805 ILCS 180/13-15, should be furnished; and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
12. A certificate of good standing for Vazis Holdings, LLC, issued by the Secretary of State should be produced, and in

default thereof, the final policy or policies will contain the following exception:

> "Consequences, if any, that may result by reason of the failure of the party in title to the estate or interest in the land described in Schedule A to comply with the applicable "doing business" laws of the State of Illinois."

13. Upon a conveyance of the land, a certified copy of the proper resolutions authorizing the execution of the deed by 600 Walnut Street Series, a series of an Illinois limited liability company should be produced to ATG for examination, and this Commitment, and any Policies committed for thereunder, are subject to such further exceptions as may then be deemed necessary.

14. Terms, provisions, and limitations of the certificate of designation and operating agreement of 602 Walnut Street Series, a series of an Illinois limited liability company.

15. The articles of organization and the operating agreement establishing the limited liability company of Vazis Holdings, LLC, an Illinois limited liability company, together with all amendments thereto, properly identified in writing by all of the members as being the terms and provisions of the articles and agreement under which the limited liability company acquired and holds title or held title, together with the statement of authority, if any, filed pursuant to 805 ILCS 180/13-15, should be furnished; and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.

16. The certificate of designation and operating agreement establishing 602 Walnut Street Series, together with the statement of authority, if any, filed pursuant to 805 ILCS 180/13-15, should be furnished; and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.

17. A certificate of good standing for Vazis Holdings, LLC, issued by the Secretary of State should be produced, and in default thereof, the final policy or policies will contain the following exception:

> "Consequences, if any, that may result by reason of the failure of the party in title to the estate or interest in the land described in Schedule A to comply with the applicable "doing business" laws of the State of Illinois."

18. Upon a conveyance of the land, a certified copy of the proper resolutions authorizing the execution of the deed by 602 Walnut Street Series, a series of an Illinois limited liability company should be produced to ATG for examination, and this Commitment, and any Policies committed for thereunder, are subject to such further exceptions as may then be deemed necessary.

End of Schedule B

ATTORNEYS' TITLE GUARANTY FUND, INC.

COMMITMENT FORM – NOTES

Commitment No.: 220065505266

Commitment Date:
State Issued: IL
File Name:

Notes for Information

1. Covenants, Conditions and Restrictions (CCR) Endorsement has been approved for issuance with the Mortgagee Policy (MPA). ALTA 9.3-06

2. Environmental Protection Lien (EPL) Endorsement has been approved for issuance with the Mortgagee Policy (MPA). ALTA 8.1-06

3. Location Endorsement has been approved for issuance with the Mortgagee Policy (MPA). ALTA 22-06

End of Notes for Information

Issued By:
Preferred Title & Escrow, Inc.
123 W. Pearl Street, P O Box 190
Jerseyville, IL 62052
(618) 498-3503

655
Agent No.

Signature of Agent or Authorized Signatory

ATTORNEYS' TITLE GUARANTY FUND, INC.
and
Affiliated Companies

PRIVACY POLICY NOTICE

This Notice sets forth the privacy policies and practices of Attorneys' Title Guaranty Fund, Inc. (ATG®) and its affiliated companies, ATG Trust Company, NLT Title, and The Judicial Sales Corporation. This Notice identifies the sources of nonpublic, personal information we collect regarding our customers, and specifies what measures we take to secure that information.

The words "**you**" and "**your**" mean all of our consumer customers who have a business relationship with us, such as:

- Insureds under ATG title insurance policies;
- Parties to real estate transactions;
- Persons with a trust account; and
- Borrowers who have a loan account or who have applied for a loan.

"We," "our," and **"us"** mean ATG and its affiliated companies listed above.

"Nonpublic personal information" means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

An **"affiliate"** is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning a sufficient share to have control.

A **"nonaffiliated third party"** is a company that is not an affiliate of ours.

THE INFORMATION WE COLLECT

We collect nonpublic, personal information about you from the following sources:

- Information we receive from you on title insurance applications or other forms associated with your transaction with us;
- Information from a consumer reporting agency;
- Miscellaneous information about your transaction that becomes part of our file on your transaction with us; and
- Information about your transactions with nonaffiliated third parties.

We do not disclose any nonpublic, personal information about you to anyone, except as authorized by law.

THE CONFIDENTIALITY, SECURITY, AND INTEGRITY OF YOUR NONPUBLIC PERSONAL INFORMATION

We restrict access to nonpublic, personal information about you to only those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your nonpublic personal information from unauthorized use.

NONPUBLIC PERSONAL INFORMATION AND NONAFFILIATED THIRD PARTIES

You have entrusted us with important personal information about you, and we will not disclose your nonpublic, personal information to nonaffiliated third parties, except as permitted by law.

NONPUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS

We do not disclose nonpublic, personal information about former customers, except as permitted by law.

ATTORNEYS' TITLE GUARANTY FUND, INC.

Commitment No. **220065505266**

CHAMPAIGN, ILLINOIS

ALTA COMMITMENT FOR TITLE INSURANCE

American Land Title Association Commitment for Title Insurance - adopted July 1, 2021

Issued by

ATTORNEYS' TITLE GUARANTY FUND, INC.

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, Attorneys' Title Guaranty Fund, Inc. ("ATG®" or the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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"ATG" is a registered trademark of Attorneys' Title Guaranty Fund, Inc.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

a. the Notice;

b. the Commitment to Issue Policy;

c. the Commitment Conditions;

d. Schedule A;

e. Schedule B, Part I—Requirements;

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. **THE 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.

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 **www.alta.org/arbitration**.