



ALTA 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 California 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Sally F. Tyler, President

By: _____

Lisa W. Cornehl, Secretary

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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.
- 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.

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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.

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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>.

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

Issuing Agent: Valmer Land Title Agency
Issuing Office: 10710 Blacklick-Eastern Road (SR 204), Suite 100, Pickerington, OH 43147
Issuing Office's ALTA® Registry ID: 1122991
Loan ID No.:
Commitment No.: 52-191962-52-1
Issuing Office File No.: 52-191962-52
Property Address: 14617 Kettlersville Road, Wapakoneta, OH 45895
Revision No.: 1

SCHEDULE A

1. Commitment Date: July 1, 2026 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
Proposed Insured: T B D
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (2021)
Proposed Insured: TBD, its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$0.00
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:

Randall L. Mayse, Trustee of The Randall L. Mayse Revocable Living Trust Dated May 1, 2015

Source of Title"
Official Record 657, Page 116
Recorder's Office, Auglaize County, Ohio
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Valmer Land Title Agency

Authorized Signature or Signatory

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File No.: 52-191962-52

The Land referred to herein below is situated in the County of Auglaize, State of Ohio and is described as follows:

Situated in the Township of Moulton, County of Auglaize and State of Ohio, to wit:

PARCEL 1:

Commencing at the NE corner of the S. half of the SE quarter of the NE quarter of Section Thirty-four (34), Town Five (5) S, Range Five (5) East; thence running due S. one hundred (100) feet; thence due W. four hundred forty (440) feet, more or less, to the W. edge of the lands of Frank and Althea Goodwin; thence due N. one hundred (100) feet to a point; thence due E. four hundred forty (440) feet, more or less, to the place of beginning.

Said premises to consist of one hundred (100) feet of uniform width off of the N. end of the ten (10) acre farm and of Frank and Althea Goodwin.

PARCEL 2:

The following described land is part of the NE quarter of Section Thirty-four (34), Moulton Township, Town 5 S., Range 5 E., Auglaize County, Ohio and is more particularly described as follows:

Commencing at the monument box at the NE corner of the NE quarter of Section 34, Moulton Township;

Thence S. 01° 18' 22.5" W. along the East line of Section 34, Moulton Township and the centerline of Township Road No. 111 (Kettlersville Road) a distance of 1,863.15 feet to a spike, (cl. Sta. 31+31.01, T.R. 111) being the PLACE OF BEGINNING:

Thence continuing S. 01° 13' 22.5" W. along the E. line of Section 34, Moulton Township and the centerline of T.R. 111 a distance of 139.99 feet to a spike (cl. Sta. 32+71.00, T.R. 111);

Thence N. 89° 58' 27.5" W. a distance of 450.72 feet to a 10 inch wood end post referred to as the common property corner of Lots No. 10, 12 & 14, passing thru an iron pin at 107.37 feet in the W. right-of-way line of T.R. No. 111;

Thence N. 07° 02' 40" W. a distance of 92.51 feet to an iron pin in the S. right-of-way line of State Route 33, said iron pin being 130.00 feet right of the centerline sta. 575+21 of State Route 33;

Thence N. 84° 07' 05" E. along the S. right-of-way line of State Route 33 a distance of 467.50 feet to a spike in the centerline of T.R. 111, passing thru an iron pin in the W. right-of-way line of T.R. 111 at 346.57 feet, said spike was the true PLACE OF BEGINNING.

Containing in all 1.21 acres of which 0.34 acre has been dedicated for highway purposes. The above tract of land is subject to all legal easements and restrictions, if any, in use or of record on said premises. This plat is recorded in Survey Book G, page 527, in the Auglaize County Engineer's Office. Bearings used on this survey were taken off the State Route 33 right-of-way plans.

Survey and description prepared by John W. Jauert, Professional Surveyor No. 6920.

Excepting therefrom however the following described parcel:

Commencing at a monument box at the NE corner of the NE quarter of section 34, Moulton Township;

Thence S. 01° 13' 22.5" W. along the E. line of Section 34, Moulton Township and the centerline of T.R. No 111

EXHIBIT A

(Continued)

(Kettlersville Road), a distance of 2,003.14 feet to a spike, (cl. Sta. 32+71.00 T.R. 111);

Thence N. 89° 58' 27.5" W. a distance of 450.72 feet to a 10 inch wood end post referred to as the common property corner of Lots No. 10, 12, & 14 being the PLACE OF BEGINNING:

Thence N. 07° 02' 40" W. a distance of 92.51 feet to an iron pin in the S. right-of-way line of State Route 33, said iron pin being 130.00 feet right of the centerline sta. 575+21 of State Route 33;

Thence N. 89° 07' 05" E. along the South right-of-way line of State Route 33 a distance of 11.50 feet to a point;

Thence S. 00° 03' 26" W. a distance of 92.99 feet to a 10 inch wood end post which was the TRUE PLACE OF BEGINNING.

Containing 0.012 acre and being subject to all legal easements and restrictions, if any, of record or in use on said premises. This plat is recorded in Survey Book G, page 526, in the Auglaize Engineer's Office.



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. Subject to the pertinent provisions of the trust dealing with real property or Memorandum of Trust being filed with the Auglaize County Recorder's Office.
6. Warranty Deed from Randall L. Mayse, Trustee of The Randall L. Mayse Revocable Living Trust Dated May 1, 2015 to T B D.
7. The contemplated conveyance requires approval of the legal description by the County Engineer.
8. Properly executed release or satisfaction of the insured premise(s) from mortgage(s) as shown in Schedule B, Section 2.

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. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. 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.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

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5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. The lien of all taxes for the year 2026, but which are not yet due and payable.
10. Taxes for the year 2025 are as follows: AS TO PARCEL NUMBER G2203403400 (1.198 acres -Tract 2): First half taxes are PAID in the amount of \$545.80; Second half taxes are UNPAID in the amount of \$454.40. (VALUATIONS: Land \$7,200.00; Building \$26,560.00; TOTAL \$33,760.00). Change due to Inflation Cap Credit

St. Marys River Assessment for the year 2025: Due in the first half tax is PAID in the amount of \$2.00

Land Fill Monitoring Fee Assessment for the year 2025: Due in the first half tax is PAID in the amount of \$20.00.

Clear Creek Assessment for the year 2025: Due in the first half tax is PAID in the amount of \$2.00.

NOTE: Call the treasurer/auditor for future assessments.
11. Taxes for the year 2025 are as follows: AS TO PARCEL NUMBER G2203403401 (1.035 ACR: First half taxes are PAID in the amount of \$915.40; Second half taxes are UNPAID in the amount of \$915.40. (VALUATIONS: Land \$3,500.00; Building \$41,880.00; TOTAL \$45,380.00).

St. Marys River Assessment for the year 2025: Due in the first half tax is PAID in the amount of \$2.00

Land Fill Monitoring Fee Assessment for the year 2025: Due in the first half tax is PAID in the amount of \$20.00.

Clear Creek Assessment for the year 2025: Due in the first half tax is PAID in the amount of \$2.00.

NOTE: Call the treasurer/auditor for future assessments.
12. Mortgage from Randall L. Mayse, to Minster Bank, dated September 3, 2010, filed for record September 8, 2010, and recorded in Official Record 595, Page 1694, Recorder's Office, Auglaize County, Ohio, to secure \$188,000.00.
13. The right of the public to use that portion of the premises which lies within the legal limits of any public roadway/highway.
14. We do not affirmatively insure the quantity of acreage set forth in the description referred to in Schedule A.
15. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.

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16. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, as to Loan Policy only.
- Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
17. No liability is assumed by Company for ascertaining the status of utility charges, and the insured is cautioned to obtain the current status of these payments.

FOR INFORMATIONAL PURPOSES ONLY:

GRANTOR: Randall Mayse

GRANTEE: Randall L. Mayse, Trustee of the Randall L. Mayse Revocable Living Trust dated May 1, 2015

DATE FILED: September 10, 2015

RECORDED: Official Record 657, Page 116

Recorder's Office, Auglaize County, Ohio

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