

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No.: 15000031618

1. **Effective Date:** April 17, 2015 at 5:00 PM

2. Policy or Policies to be issued:	Amount of Insurance
(a) A.L.T.A. Owner's Policy 2006 (Standard)	\$10,000.00
Proposed Insured:	
TBD	
(b) A.L.T.A. Loan Policy 2006 (Standard)	
Proposed Insured:	
Lender yet to be determined	

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

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

VFC PROPERTIES 18 LLC

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

UNIT 2301-111 BEAU MONDE LANE IN LISLE PLACE CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: A CERTAIN LOT TOGETHER WITH VACATED ROAD IN BEAUBIEN UNIT NUMBER 2 AND CERTAIN LOTS IN BEAUBIEN UNIT 4, BEING, BEING SUBDIVISIONS OF PART OF SECTIONS 4 AND 9, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 13, 2006 AS DOCUMENT R2006-068153, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN DUPAGE COUNTY, ILLINOIS.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

File No.: 15000031618

The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - a. CONVEYANCE IN PROPER FORM AND REQUIRED TRANSFER DECLARATIONS AND TRANSFER STAMPS.
 - b. MORTGAGE IN PROPER FORM

- c. RELEASE OR SATISFACTION OF MORTGAGE DATED NOVEMBER 29, 2006 AND RECORDED DECEMBER 6, 2006 AS DOCUMENT NO. R2006-234689 MADE BY MICHAEL KINSCH TO GREATBANK CHICAGO TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$112,000.00 AND SUCH OTHER SUMS AS PROVIDED THEREIN.

ASSIGNMENT AND ASSUMPTION OF SECURITY INSTRUMENTS RECORDED APRIL 13, 2012 AS DOCUMENT R2012-048314 BY RBS CITIZENS, N.A., SUCCESSOR BY MERGER TO CHARTER ONE BANK, N.A., SUCCESSOR BY MERGER TO GREATBANK CHICAGO, TO VFC PARTNERS 18 LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTE: WE FIND NO RELEASE OF RECORD

- d. RELEASE OR SATISFACTION OF ASSIGNMENT OF RENTS RECORDED DECEMBER 6, 2006 AS DOCUMENT NO. R2006-234690 MADE BY MICHAEL KINSCH TO GREAT BANK CHICAGO.

ASSIGNMENT AND ASSUMPTION OF SECURITY INSTRUMENTS RECORDED APRIL 13, 2012 AS DOCUMENT R2012-048315 BY RBS CITIZENS, N.A., SUCCESSOR BY MERGER TO CHARTER ONE BANK, N.A., SUCCESSOR BY MERGER TO GREATBANK CHICAGO, TO VFC PARTNERS 18 LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTE: WE FIND NO RELEASE OF RECORD.

- e. RELEASE OR SATISFACTION OF MORTGAGEE AND SECURITY AGREEMENT DATED JUNE 13, 2013 AND RECORDED AUGUST 14, 2013 AS DOCUMENT R2013-117997 MADE BY VFC PROPERTIES 18 LLC TO VFC PARTNERS 18 LLC TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$12,641.88 AND SUCH OTHER SUMS AS PROVIDED THEREIN.

2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
5. UPON ANY CONVEYANCE OR MORTGAGE OF THE LAND, A STATEMENT FROM THE SECRETARY OF THE BOARD OF MANAGERS OF THE TOWNHOME, HOMEOWNERS, OR OTHER ASSOCIATION, THAT THERE ARE NO UNPAID ASSESSMENT LIENS EXISTING BY REASON OF THE NONPAYMENT OF ASSESSMENTS SHOULD BE FURNISHED .



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

NOTE: THE STATEMENT SHOULD COVER THE RECORDING DATE OF THE MORTGAGE OR, IF TITLE IS TO BE CONVEYED, THE RECORDING DATE OF THE DEED, WHICHEVER DATE IS LATER

6. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.
7. RELATIVE TO ANY NEW IMPROVEMENTS ON THE SUBJECT LAND WE MUST BE FURNISHED THE FOLLOWING DOCUMENTATION:
 - A. CONTRACTOR'S AFFIDAVITS AND SATISFACTORY MECHANIC LIEN WAIVERS.
 - B. CURRENT "ALTA" SURVEY.
 - C. NEW CONSTRUCTION: PLEASE CONTACT OUR CONSTRUCTION ESCROW DEPARTMENT WITH QUESTIONS OR COMMENTS. SWORN STATEMENTS, WAIVERS AND AFFIDAVITS SHOULD BE SUBMITTED 5 DAYS PRIOR TO CLOSING.
8. PLEASE CONTACT LISLE 630-271-4150 PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.
9. THE RECORDING OR FILING OF ANY DEED OR OTHER INSTRUMENT OF CONVEYANCE MAY BE SUBJECT TO REAL ESTATE TRANSFER TAXES IMPOSED BY THE STATE OF ILLINOIS AND BY COOK COUNTY. THEREFORE, ALL DEEDS PRESENTED TO THE COMPANY FOR RECORDING MUST HAVE THE APPROPRIATE TRANSFER TAX STAMPS AFFIXED THERETO, OR BE PROPERLY MARKED EXEMPT, AND BE ACCOMPANIED BY THE APPLICABLE STATE OF ILLINOIS AND COOK COUNTY TRANSFER DECLARATION OR EXEMPTION FORMS PROPERLY EXECUTED.

TRANSFER OF CONTROLLING INTEREST OR ASSIGNMENT OF LEASE MAY BE SUBJECT TO STATE REAL ESTATE TRANSFER TAX UNDER 35ILCS-200/31-1 AND COUNTY REAL ESTATE TRANSFER TAX UNDER 55 ILCS 5/5-1031. PROPERLY EXECUTED ILLINOIS TRANSFER DECLARATION FORMS, PTAX-203, PTAX-203A, PTAX -203B AND/OR PTAX -NR SHOULD BE SUBMITTED, IF NECESSARY, AND MUNICIPALITIES AND COUNTIES MAY HAVE THEIR OWN FORMS.

NOTE: AS OF THE DATE OF THIS COMMITMENT, THE STATE OF ILLINOIS TRANSFER TAX RATE IS \$.50 FOR EACH \$500 OF VALUE OR FRACTION THEREOF, AND THE COOK COUNTY TRANSFER TAX RATE IS \$.25 FOR EACH \$500.00 OF VALUE OR FRACTION THEREOF

NOTE: IF THIS TRANSACTION IS CLOSED THROUGH STEWART TITLE GUARANTY COMPANY ESCROW DEPARTMENT, STAMPS MAY BE PURCHASED AS PART OF THE CLOSING PROCESS PROVIDED WE ARE FURNISHED WITH PROPERLY EXECUTED TRANSFER DECLARATIONS.

10. IN THE EVENT OF A CONVEYANCE OR MORTGAGE OF THE LAND, THE FOLLOWING MATERIALS RELATING TO THE VFC PROPERTIES 18 LLC LIMITED LIABILITY COMPANY WHICH HOLDS TITLE TO THE LAND (THE LLC) SHOULD BE FURNISHED TO THE COMPANY:
 - (A) CERTIFICATION FROM THE STATE OF ORGANIZATION THAT THE LLC HAS PROPERLY FILED IT S ARTICLES OF ORGANIZATION AND IS IN GOOD STANDING;
 - (B) CERTIFICATION FROM THE ILLINOIS SECRETARY OF STATE THAT THE LLC HAS BEEN ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS AND IS IN GOOD STANDING;
 - (C) CERTIFIED COPY OF THE LLC ARTICLES OF ORGANIZATION, TOGETHER WITH ANY AMENDMENTS



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

THERETO;

(D) CERTIFIED COPY OF THE LLC OPERATING AGREEMENT, TOGETHER WITH ANY AMENDMENTS THERETO;

(E) CERTIFIED LIST OF INCUMBENT MANAGERS, OR OF INCUMBENT MEMBERS IF MANAGERS HAVE NOT BEEN APPOINTED;

(F) CERTIFICATION THAT NO EVENT OF DISSOLUTION HAS OCCURRED; AND

(G) CERTIFIED MANAGER OR MEMBER RESOLUTION OR CONSENT AUTHORIZING THE TRANSACTION AND EXECUTION OF THE DEED, MORTGAGE OR OTHER INSTRUMENTS.

NOTE: IN THE EVENT OF A SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE LLC, OR A SALE OF THE LLC ASSETS TO A MEMBER OR MANAGER, WE SHOULD BE FURNISHED A COPY OF A RESOLUTION ADOPTED BY THE MEMBERS OF THE LLC AUTHORIZING THE TRANSACTION.

11. THE FORMER VESTED INTEREST VFC PARTNERS 18 LLC LLC LIMITED LIABILITY COMPANY WHICH HELD TITLE TO THE LAND (THE LLC) THE COMPANY SHOULD BE FURNISHED:

(A) CERTIFICATION FROM THE STATE OF ORGANIZATION THAT THE LLC HAS PROPERLY FILED IT S ARTICLES OF ORGANIZATION AND IS IN GOOD STANDING;

(B) CERTIFICATION FROM THE ILLINOIS SECRETARY OF STATE THAT THE LLC HAS BEEN ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS AND IS IN GOOD STANDING;

(C) CERTIFIED COPY OF THE LLC ARTICLES OF ORGANIZATION, TOGETHER WITH ANY AMENDMENTS THERETO;

(D) CERTIFIED COPY OF THE LLC OPERATING AGREEMENT, TOGETHER WITH ANY AMENDMENTS THERETO;

(E) CERTIFIED LIST OF INCUMBENT MANAGERS, OR OF INCUMBENT MEMBERS IF MANAGERS HAVE NOT BEEN APPOINTED;

(F) CERTIFICATION THAT NO EVENT OF DISSOLUTION HAS OCCURRED; AND

(G) CERTIFIED MANAGER OR MEMBER RESOLUTION OR CONSENT AUTHORIZING THE TRANSACTION AND EXECUTION OF THE DEED, MORTGAGE OR OTHER INSTRUMENTS.

NOTE: IN THE EVENT OF A SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE LLC, OR A SALE OF THE LLC ASSETS TO A MEMBER OR MANAGER, WE SHOULD BE FURNISHED A COPY OF A RESOLUTION ADOPTED BY THE MEMBERS OF THE LLC AUTHORIZING THE TRANSACTION.

12. INFORMATION SHOULD BE FURNISHED ESTABLISHING WHETHER ANY WRITTEN AGREEMENT HAS BEEN ENTERED INTO BY AND BETWEEN ANY PARTY OR BROKER FOR THE PURPOSES OF BUYING SELLING, LEASING, OR OTHERWISE CONVEYING *ANY INTEREST IN THE LAND DESCRIBED HEREIN, AND IF ANY WHICH AGREEMENT HAS BEEN ENTERED INTO, SATISFACTORY EVIDENCE SHOULD BE FURNISHED ESTABLISHING THAT THE COMPENSATION AGREED UPON IN SUCH AGREEMENT HAS BEEN PAID AND THE BROKER LIEN, OR RIGHT TO A LIEN, FOR SUCH AMOUNT HAS BEEN EXTINGUISHED. IN THE EVENT THE EVIDENCE IS NOT FURNISHED, OUR POLICY OR POLICIES WHEN ISSUED WILL BE SUBJECT TO THE FOLLOWING EXCEPTION:

ANY LIEN OR RIGHT TO A LIEN, IMPOSED BY LAW UNDER THE PROVISIONS OF THE COMMERCIAL REAL ESTATE BROKER LIEN ACT, AND NOT SHOWN IN THE PUBLIC RECORDS, FOR COMPENSATION AGREED UPON BY A BROKER AND THE BROKER'S CLIENT OR CUSTOMER UNDER THE TERMS OF A WRITTEN AGREEMENT ENTERED INTO FOR THE PURPOSES OF BUYING, SELLING, LEASING, OR OTHERWISE CONVEYING ANY INTEREST IN THE DESCRIBED IN SCHEDULE "A"

13. THE STANDARD EXCEPTIONS SHOWN IN PARAGRAPH 2 OF SCHEDULE B WILL BE WAIVED FROM THE POLICY UPON REVIEW AND ACCEPTANCE OF THE FOLLOWING:



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

A) A PROPERLY EXECUTED ALTA STATEMENT;

NOTE: IF NEW IMPROVEMENTS ARE INVOLVED WE WILL ALSO REQUIRE CUSTOMARY CONTRACTORS' STATEMENTS, LIEN WAIVERS AND A SURVEY FOR STRUCTURAL ADDITIONS.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

14. THE NAMES OF THE PROPOSED INSURED SHOULD BE FURNISHED, AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, WHICH MAY BE DISCLOSED AFTER A NAME SEARCH HAS BEEN MADE FOR JUDGMENTS AND OTHER MATTERS OF RECORD.
15. "BE ADVISED THAT THE "GOOD FUNDS" SECTION OF THE TITLE INSURANCE ACT (215 ILCS 155/26) BECOMES EFFECTIVE 1-1-2010. THIS ACT PLACES LIMITATIONS UPON THE SETTLEMENT AGENT'S ABILITY TO ACCEPT CERTAIN TYPES OF DEPOSITS INTO ESCROW PLEASE CONTACT YOUR LOCAL STEWART TITLE OFFICE REGARDING THE APPLICATION OF THIS NEW LAW TO YOUR TRANSACTION.
16. THE INVOICE GENERATED WITH THIS COMMITMENT IS AN ESTIMATE ONLY. BASED ON THE INFORMATION AVAILABLE TO US AT THE TIME OF APPLICATION, AND IS SUBJECT TO RE-BILLING WHEN FINAL REQUESTS FOR SERVICES, INSURANCE AND ENDORSEMENTS ARE MADE AND ALL DOCUMENTS TO BE RECORDED HAVE BEEN RECEIVED.
17. THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT THERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED TO THE COMPANY HAVE BEEN PAID.

18. FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, PURSUANT TO PUBLIC ACT 95-988, SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT; ARE ISSUED BY A STATE OR FEDERAL GOVERNMENT AGENCY, OR CONSULATE; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

19. THE STATE OF ILLINOIS HAS ENACTED LEGISLATION THAT AMENDS THE TITLE INSURANCE ACT (215 ILCS 155/ ET AL) TO REQUIRE THAT ALL PARTIES OF RESIDENTIAL TRANSACTIONS, AND NON-RESIDENTIAL REAL ESTATE TRANSACTIONS OF UNDER \$2,000,000.00, TO RECEIVE CLOSING PROTECTION LETTERS.

RULE-MAKING PROMULGATED IN CONNECTION WITH THE LEGISLATION, ESTABLISHES MINIMUM CHARGES FOR THE ISSUANCE OF THE CLOSING PROTECTION LETTERS, AS FOLLOWS:

FOR ALL REFINANCE TRANSACTION THESE CHARGES WILL APPLY:

LENDER(S) - \$25.00; BORROWER - \$50.00

FOR ALL PURCHASE TRANSACTIONS THESE CHARGES WILL APPLY:

LENDER(S) - \$25.00; BUYER - \$25.00; SELLER - \$50.00.

THIS LEGISLATION IS EFFECTIVE JANUARY 1, 2011. THE CHARGES MENTIONED ABOVE WILL APPLY TO



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

ALL TRANSACTIONS SCHEDULED TO CLOSE AFTER DECEMBER 31, 2010.

20. *****CUSTOMER INFORMATION*****

AS OF JULY 19, 1995, PURSUANT TO BILL, PUBLIC ACT 87-1197, ALL DOCUMENTS RECORDED WITHIN THE STATE OF ILLINOIS MUST MEET THE FOLLOWING REQUIREMENTS:

**THE DOCUMENT SHALL CONSIST OF ONE OR MORE INDIVIDUAL SHEETS MEASURING 8.5 INCHES BY 11 INCHES, NOT PERMANENTLY BOUND AND NOT A CONTINUOUS FORM. GRAPHIC DISPLAYS ACCOMPANYING A DOCUMENT TO BE RECORDED THAT MEASURES UP TO 11 INCHES BY 17 INCHES SHALL BE RECORDED WITHOUT CHARGING AN ADDITIONAL FEE;

**THE DOCUMENT SHALL BE LEGIBLY PRINTED IN BLACK INK, BY HAND, TYPEWRITTEN OR COMPUTER GENERATED, IN AT LEAST 10 POINT TYPE. SIGNATURES AND DATES MAY BE IN CONTRASTING COLORS AS LONG AS THEY WILL REPRODUCE CLEARLY;

**THE DOCUMENT SHALL BE ON WHITE PAPER OF NOT LESS THAN 20 POUND WEIGHT AND HAVE A CLEAN MARGIN OF AT LEAST 1/2 INCH ON THE TOP, BOTTOM AND EACH SIDE. MARGINS MAY BE USED ONLY FOR NON-ESSENTIAL NOTATIONS WHICH WILL NOT AFFECT THE VALIDITY OF THE DOCUMENT, INCLUDING BUT NOT LIMITED TO FORM NUMBERS, PAGE NUMBERS, AND CUSTOMER NOTATIONS;

**THE FIRST PAGE SHALL CONTAIN A BLANK SPACE IN THE UPPER RIGHT HAND CORNER MEASURING AT LEAST 3 INCHES BY 5 INCHES;

**THE DOCUMENT SHALL NOT HAVE ANY ATTACHMENT STAPLED, TAPED OR OTHERWISE AFFIXED TO ANY PAGE.

NOTE: THE RECORDERS OFFICES THROUGHOUT THE STATE OF ILLINOIS WILL ACCEPT ALL DOCUMENTS FOR RECORDATION. THOSE THAT DO NOT MEET THE REQUIREMENTS OF THE BILL WILL COST DOUBLE THE RECORDING FEE TO RECORD.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No. 15000031618

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date 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. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - d. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - e. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - f. Any titles or rights asserted by anyone including but not limited to, persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, oceans or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
 - g. Taxes or special assessments which are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS:

3. GENERAL REAL ESTATE TAXES FOR THE YEARS 2014, 2015 AND SUBSEQUENT YEARS.

PERMANENT INDEX NUMBER 08-04-412-081

NOTE: THE FIRST INSTALLMENT OF THE 2014 TAXES IN THE AMOUNT OF \$634.43 IS DUE AND PAYABLE ON OR BEFORE JUNE 01, 2015

NOTE: THE SECOND INSTALLMENT OF THE 2014 TAXES IN THE AMOUNT OF \$634.43 IS DUE AND PAYABLE ON OR BEFORE SEPTEMBER 01, 2015.

NOTE: THE TAXES FOR THE YEAR 2015 ARE NOT YET DUE AND PAYABLE.

4. THE LAND LIES WITHIN THE DUPAGE COUNTY SANITARY DISTRICT WHICH HAS ACCEPTED FEDERAL GRANTS FOR SEWAGE TREATMENT WORKS PURSUANT TO PUBLIC LAW 92-500. FEDERAL LAW REQUIRES A USER CHARGE SYSTEM SEPARATE FROM GENERAL AD VALOREM PROPERTY TAXES.

NOTE: WE WILL REQUIRE EVIDENCE OF PAYMENT OF USER CHARGES TO SAID DISTRICT THROUGH THE MONTH OF CLOSING.

5. MORTGAGE DATED NOVEMBER 29, 2006 AND RECORDED DECEMBER 6, 2006 AS DOCUMENT NO. R2006-234689 MADE BY MICHAEL KINSCH TO GREATBANK CHICAGO TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$112,000.00 AND SUCH OTHER SUMS AS PROVIDED THEREIN.

ASSIGNMENT AND ASSUMPTION OF SECURITY INSTRUMENTS RECORDED APRIL 13, 2012 AS DOCUMENT R2012-048314 BY RBS CITIZENS, N.A., SUCCESSOR BY MERGER TO CHARTER ONE BANK, N.A., SUCCESSOR BY MERGER TO GREATBANK CHICAGO, TO VFC PARTNERS 18 LLC, A DELAWARE LIMITED LIABILITY COMPANY.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

NOTE: WE FIND NO RELEASE OF RECORD

6. ASSIGNMENT OF RENTS RECORDED DECEMBER 6, 2006 AS DOCUMENT NO. R2006-234690 MADE BY MICHAEL KINSCH TO GREAT BANK CHICAGO.

ASSIGNMENT AND ASSUMPTION OF SECURITY INSTRUMENTS RECORDED APRIL 13, 2012 AS DOCUMENT R2012-048315 BY RBS CITIZENS, N.A., SUCCESSOR BY MERGER TO CHARTER ONE BANK, N.A., SUCCESSOR BY MERGER TO GREATBANK CHICAGO, TO VFC PARTNERS 18 LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTE: WE FIND NO RELEASE OF RECORD.

7. MORTGAGEE AND SECURITY AGREEMENT DATED JUNE 13, 2013 AND RECORDED AUGUST 14, 2013 AS DOCUMENT R2013-117997 MADE BY VFC PROPERTIES 18 LLC TO VFC PARTNERS 18 LLC TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$12,641.88 AND SUCH OTHER SUMS AS PROVIDED THEREIN.
8. LIEN FOR UNPAID ASSESSMENTS, WHICH BY THE TERMS OF THE DECLARATION NOTED HEREIN BECOME THE RESPONSIBILITY OF ANY PARTY TAKING TITLE THROUGH FORECLOSURE.
9. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
10. (A) TERMS, PROVISIONS, CONDITIONS, CONDITIONS AND OPTIONS CONTAINED IN AND RIGHTS AND EASEMENTS ESTABLISHED BY THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED APRIL 13, 2006 AS DOCUMENT NO. R2006-068153, AS AMENDED FROM TIME TO TIME; AND (B) LIMITATION AND CONDITIONS IMPOSED BY THE CONDOMINIUM PROPERTY ACT.
11. DRAINAGE AND UTILITY EASEMENT OVER THE NORTH 10 FEET AND THE EAST 10 FEET OF THE LAND, TOGETHER WITH THE RIGHT OF ACCESS THERETO AS SHOWN ON THE PLAT AND RESERVED IN THE CERTIFICATE APPENDED TO THE PLAT OF BEAUBIEN UNIT NO. 2, RECORDED AS DOCUMENT R68-53825.

(AFFECTS COMMON ELEMENTS)
12. GRANT DATED SEPTEMBER 29, 1969 AND RECORDED NOVEMBER 3, 1969 AS DOCUMENT R1969- 47699 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 27447, DATED NOVEMBER 5, 1968 TO THE COMMONWEALTH EDISON COMPANY THE ILLINOIS BELL TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNS, OF THE RIGHT TO INSTALL, MAINTAIN, OPERATE, RENEW, RELOCATE AND REMOVE UNDERGROUND CABLES, INCLUDING ABOVE GROUND TRANSFORMER PAD MOUNTS, SECTIONALIZING CENTERS, PEDESTALS, AND RELATED EQUIPMENT WITH THE NECESSARY APPURTENANCES, FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC TO BE USED FOR HEAT, LIGHT, POWER, TELEPHONE AND OTHER PURPOSES WITH THE RIGHT OF ACCESS TO THE SAME FOR THE MAINTENANCE, REPAIR AND OPERATION OF SAID FACILITIES; TOGETHER WITH FURTHER PROVISIONS AS THEREIN CONTAINED IN, UPON, UNDER AND ACROSS THAT PART OF THE LAND SHOWN SHADED ON THE ATTACHED PLAT MARKED EXHIBIT "A" AND MADE A PART THEREOF.

(AFFECTS COMMON ELEMENTS)
13. GRANT DATED AUGUST 12, 1967 AND RECORDED DECEMBER 5, 1969 AS DOCUMENT R69-52070 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 27447, TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, THEIR SUCCESSORS AND ASSIGNS, OF A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE PURPOSE OF



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

LAYING, MAINTAINING, OPERATING , RENEWING, REPLACING AND REMOVING GAS MAINS AND ANY NECESSARY GAS FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR SAID PURPOSES, IN, UPON, UNDER, ALONG AND ACROSS THE WEST 285 FEET OF THE SOUTH 10 FEET OF THE NORTH 45 FEET 7 3/4 INCHES OF THAT PART OF LOT 58 LYING SOUTH OF A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID LOT AND THROUGH THE POINT OF REVERSE ON CURVE ON THE WESTERLY LINE OF SAID LOT, IN " BEAUBIEN UNIT NUMBER 2" AFORESAID, TOGETHER WITH FURTHER PROVISIONS AS THEREIN CONTAINED.

(AFFECTS COMMON ELEMENTS)

14. GRANT DATED SEPTEMBER 26, 1970 AND RECORDED DECEMBER 28, 1970 AS DOCUMENT R70-47093 MADE BY DEVON BANK, AS TRUSTEE UNDER TRUST NUMBER 2010, DATED FEBRUARY 26, 1970 TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, CORPORATIONS OF ILLINOIS, THEIR SUCCESSORS AND ASSIGNS, OF THE RIGHT TO INSTALL , MAINTAIN, OPERATE, RENEW, RELOCATE AND REMOVE UNDERGROUND CABLES, INCLUDING ABOVE GROUND TRANSFORMER PAD MOUNTS, SECTIONALIZING CENTERS, PEDESTALS AND RELATED EQUIPMENT WITH THE NECESSARY APPURTENANCES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC TO BE USED FOR HEAT, LIGHT, POWER, TELEPHONE AND OTHER PURPOSES WITH THE RIGHT OF ACCESS TO THE SAME FOR THE MAINTENANCE, REPAIR AND OPERATION OF SAID FACILITIES TOGETHER WITH FURTHER PROVISIONS AS THEREIN CONTAINED, IN, UPON, UNDER AND ACROSS THAT PART OF THE LAND AS SHOWN SHADED ON THE ATTACHED PLAT AND MARKED "EXHIBIT A" AND MADE A PLAT THEREOF.

(AFFECTS COMMON AREA)

15. GRANT DATED OCTOBER 13, 1970 AND RECORDED DECEMBER 28, 1970 AS DOCUMENT R70-47094 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 27447, DATED NOVEMBER 5, 1968 TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, CORPORATION OF ILLINOIS, THEIR SUCCESSORS AND ASSIGNS, OF THE RIGHT TO INSTALL, MAINTAIN , OPERATE, RENEW, RELOCATE AND REMOVE UNDERGROUND CABLES, INCLUDING ABOVE GROUND TRANSFORMER PAD MOUNTS, SECTIONALIZING CENTER, PEDESTALS AND RELATED EQUIPMENT WITH THE NECESSARY APPURTENANCES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC TO BE USED FOR HEAT, LIGHT, POWER, TELEPHONE AND OTHER PURPOSES WITH THE RIGHT OF ACCESS TO THE SAME FOR THE MAINTENANCE, REPAIR AND OPERATION OF SAID FACILITIES, TOGETHER WITH FURTHER PROVISIONS AS THEREIN CONTAINED IN, UPON, UNDER AND ACROSS THAT PART OF THE LAND AS SHOWN HATCHED MARKED ON THE ATTACHED PLAT AND MARKED EXHIBIT "A" AND MADE A PART THEREOF.

(AFFECTS COMMON AREA)

16. GRANT DATED DECEMBER 8, 1970 AND RECORDED APRIL 5, 1971 AS DOCUMENT R71-13035 MADE BY DEVON BANK, AS TRUSTEE UNDER TRUST NUMBER 2010, DATED FEBRUARY 26, 1979 TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, THEIR SUCCESSORS AND ASSIGNS, OF A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE PURPOSE OF LAYING, MAINTAINING, OPERATING, RENEWING, REPLACING AND REMOVING GAS MAINS AND ANY NECESSARY GAS FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR SAID PURPOSES IN, UPON, UNDER, ALONG AND ACROSS A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EITHER SIDE OF THE FACILITIES INSTALLED SUBSTANTIALLY AS INDICATED ON THE ATTACHED PLAT MARKED "EXHIBIT A" AND MADE A PART THEREOF, TOGETHER WITH FURTHER PROVISIONS AS THEREIN CONTAINED.

(AFFECTS COMMON ELEMENTS)



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

17. GRANT MADE BY DEVON BANK, AS TRUSTEE UNDER TRUST NUMBER 2010, DATED FEBRUARY 26, 1970, AS TRUSTEE, ONLY TO VILLAGE OF LISLE, A MUNICIPAL CORPORATION OF ILLINOIS, DATED FEBRUARY 15, 1971 AND RECORDED MAY 25, 1971 AS DOCUMENT R71-22329, OF A PERPETUAL EASEMENT AND RIGHT TO CONSTRUCT, INSTALL, MAINTAIN, INSPECT, OPERATE, REPLACE AND REMOVE A WATER SERVICE LINE, WITH THE NECESSARY APPURTENANCES THERETO, WITH THE RIGHT OF ACCESS TO THE SAME FOR SAID PURPOSES IN, UPON AND ACROSS A STRIP OF LAND 10 FEET IN WIDTH, THE CENTER OF WHICH IS DESCRIBED AS FOLLOWS:

THE CENTER LINE OF SAID 10 FOOT EASEMENT BEING DESCRIBED BY BEGINNING AT A POINT IN THE EAST LINE OF LOT 58 IN BEAUBIEN UNIT NO. 2, AFORESAID, 445.0 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE WESTERLY AT RIGHTY ANGLES TO SAID EAST LINE TO A POINT IN THE WEST LINE OF SAID LOT 58 TO A POINT OF TERMINATION; TOGETHER WITH FURTHER PROVISIONS AS THEREIN CONTAINED.

(AFFECTS COMMON ELEMENTS)

18. EASEMENT MADE BY OLIVER-HOFFMAN CORPORATION, A CORPORATION OF ILLINOIS, TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, CORPORATIONS OF ILLINOIS, THEIR SUCCESSORS AND ASSIGNS, DATED MAY 9, 1969 AND RECORDED JUNE 19, 1969 AS DOCUMENT R69-27189, TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT IN, UPON, UNDER AND ACROSS THE EAST 10 FEET OF LOT 3 IN OLIVER-HOFFMANN ASSESSMENT PLAT RECORDED MAY 25, 1966 AS DOCUMENT R66-19365.

(AFFECTS THAT PART OF LOT 58 FALLING IN THE EAST 10 FEET OF LOT 27 AND 28 IN BEAUBIEN UNIT 4)

(AFFECTS COMMON ELEMENTS)

19. BUILDING LINE AS SHOWN ON THE PLAT OF BEAUBIEN UNIT 4, AFORESAID, RECORDED AS DOCUMENT R78-01864 AS FOLLOWS:

30 FEET ALONG THE WEST LINE OF LOT 28

(AFFECTS THAT PART OF LAND FALLING IN LOT 28 OF BEAUBIEN UNIT 4)

(AFFECTS COMMON ELEMENTS)

20. UTILITY EASEMENT, AS SHOWN ON THE PLAT AND CONTAINED IN THE CERTIFICATE APPENDED TO THE PLAT OF BEAUBIEN UNIT 4, AFORESAID, RECORDED AS DOCUMENT R78-01864, AS FOLLOWS:

10 FEET ALONG THE EAST LINE OF LOT 27;

10 FEET ALONG THE EAST LINE AND 20 FEET ALONG THE NORTHERLY LINE OF LOT 28

(AFFECTS THAT PART OF THE LAND FALLING IN LOT 27 AND 28 IN BEAUBIEN UNIT 4)

(AFFECTS COMMON ELEMENTS)

21. VILLAGE OF LISLE EASEMENT, AS SHOWN ON THE PLAT AND CONTAINED IN THE CERTIFICATE APPENDED TO THE PLAT OF BEAUBIEN UNIT 4, AFORESAID, RECORDED AS DOCUMENT R78-01864 AS FOLLOWS:



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

ALONG THE WEST 20 FEET OF THE EAST 30 FEET OF LOT 27;
ALONG THE NORTHERLY 20 FEET AND THE WEST 20 FEET OF THE EAST 30 FEET OF LOT 28

(AFFECTS THAT PART OF THE LAND FALLING IN LOTS 27 AND 28 IN BEAUBIEN UNIT 4)

(AFFECTS COMMON ELEMENTS)

22. EXISTING UTILITY EASEMENT, AS SHOWN ON THE PLAT OF BEAUBIEN UNIT 4, AFORESAID, RECORDED AS DOCUMENT R78-01864 AS FOLLOWS:

10 FEET ALONG THE EAST LINE OF LOTS 27 AND 28

(AFFECTS THAT PART OF THE LAND FALLING IN LOT 27 AND 28 IN BEAUBIEN UNIT 4)

(AFFECTS COMMON ELEMENTS)

23. RESTRICTIONS AS SHOWN ON A NOTE ON PLAT OF BEAUBIEN UNIT 4, AFORESAID, RECORDED AS DOCUMENT R78-01864 AS FOLLOWS:

LOT 28 SHALL HAVE ACCESS TO EASEMENT OVER VACATED OLD TAVERN ROAD ONLY.

(AFFECTS THAT PART OF THE LAND FALLING IN LOT 28 IN BEAUBIEN UNIT 4)

(AFFECTS UNDERLYING LAND)

24. RESERVATION CONTAINED IN ORDINANCE NUMBER 78-727 VACATING PART OF OLD TAVERN ROAD, RECORDED JANUARY 6, 1978 AS DOCUMENT R78-01863, WHEREAS THE VILLAGE OF LISLE, ITS SUCCESSORS AND ASSIGNS, HEREBY RETAIN AND RESERVE FULL EASEMENT RIGHT IN AND UPON SAID VACATED OLD TAVERN ROAD, TO MAINTAIN, REPAIR, INSTALL AND REPLACE ANY STORM AND SANITARY SEWER MAINS OR WATER MAINS AND APPURTENANCES NOW LOCATED OR TO BE LOCATED UPON AND UNDER THE AFORESAID PROPERTY, TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS, AS SHOWN ON THE PLAT OF VACATION, LYING EASTERLY OF THE FOLLOWING DESCRIBED CURVE:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 58 IN SAID BEAUBIEN UNIT 2, RECORDED AS DOCUMENT R68-53825, THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST AND TANGENT TO THE NORTH LINE OF SAID OLD TAVERN ROAD HAVING A RADIUS OF 174.70 FEET, A DISTANCE OF 174.20 FEET TO A POINT IN THE SOUTH LINE EXTENDED OF SAID OLD TAVERN ROAD

(AFFECTS COMMON ELEMENTS)

25. AS DISCLOSED BY PLAT OF SURVEY ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 13, 2006 AS DOCUMENT R2006-068153, THE ASPHALT ALONG THE WEST AND NORTH LINES AND A FRAME REFUSE AREA ALONG THE NORTH LINE ENCROACH UPON ADJOINING PROPERTY.

26. VILLAGE OF LISLE ORDINANCE 2008-4207 GRANTING VARIATIONS TO THE LIFE SAFETY CODE OF THE VILLAGE OF LISLE FOR THE PROPERTIES COMMONLY KNOWN AS 2301 BEAU MONDE LANE ETC. RECORDED JUNE 18, 2008 AS DOCUMENT R2008-098203, AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN.

27. RESOLUTION NO. 2014-3399 A RESOLUTION AUTHORIZING THE EXECUTION OF A CODE COMPLIANCE



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

AGREEMENT BY AND BETWEEN THE VILLAGE OF LISLE AND LISLE PLACE CONDOMINIUM ASSOCIATION
RECORDED JANUARY 20, 2015 AS DOCUMENT R2015-005291.

28. RIGHTS OF ANY INTERESTED PARTY TO HAVE SET ASIDE, MODIFIED OR REVERSED THE JUDGMENTS
OR ORDERS ENTERED IN CASE NUMBER 10CH005274.

NOTE: WILL BE WAIVED UPON CONVEYANCE TO A BONAFIDE PURCHASER

29. RIGHT OF ANY PARTY SERVED BY PUBLICATION, OR OF ANY PERSON CLAIMING UNDER SAID PARTY,
TO APPEAR AND BE HEARD IN REGARD TO THE JUDGMENTS AND ORDERS ENTERED IN SAID CASE
NUMBER 10CH005274 WITHIN THE TIME ALLOWED BY LAW.

NOTE: WILL BE WAIVED UPON CONVEYANCE TO A BONAFIDE PURCHASER



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas 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.

All liability and obligation under this Commitment shall cease and terminate six 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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

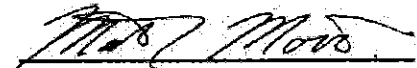
Countersigned by:



Authorized Countersignature

Stewart Title Guaranty Company
10 South Riverside Plaza, Suite 1450
Chicago, IL 60606
(800) 261-9800

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary



CONDITIONS

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 notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

