

A Comparison of the
ALTA^{®1} Commitment Form adopted 6-17-2006
with the
ALTA[®] Commitment for Title Insurance adopted 08-01-2016

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FIDELITY NATIONAL TITLE GROUP

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ALTA® Commitment Form Adopted 6-17-06	ALTA® Commitment for Title Insurance Adopted 08-01-2016	Notes
<p style="text-align: center;">ALTA Commitment Form COMMITMENT FOR TITLE INSURANCE Issued by BLANK TITLE INSURANCE COMPANY</p>	<p style="text-align: center;">COMMITMENT FOR TITLE INSURANCE ISSUED BY BLANK TITLE INSURANCE COMPANY</p>	<p>No material change. The Commitment for includes the footer that should appear on each page of a commitment with the copyright warning and a notice that: <i>This page is only a part of a 2016 ALTA® Commitment for Title Insurance[issued by _____]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form]. See, also Condition Section 3.</i></p>
<p>From the Conditions:</p> <p>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.</p>	<p style="text-align: center;">NOTICE</p> <p>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.</p> <p>THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.</p> <p>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.</p>	<p>The Notice is new, and emphasizes that a commitment is (i) an offer in contract to issue a title insurance policy, (ii) when its requirements are met, (iii) by a Proposed Insured, (iv) that has the power to enforce the commitment, as stated in Condition 4 of the 2006 Commitment</p> <p>The point of the Notice is that a commitment is not intended as a representation of the status of the Title, it is a representation of how the title insurer will insure the Title in the policy when the Commitment requirements are met.</p> <p>A commitment is tailored to the estate or interest in the Land that will be insured and the transaction that creates the estate or interest, so it is intended for a specific Proposed Insured. It is not information on the status of the Title for the Proposed Insured or anyone else.</p>

ALTA® Commitment Form Adopted 6-17-06	ALTA® Commitment for Title Insurance Adopted 08-01-2016	Notes
<p>Blank Title Insurance Company, a _____ 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.</p> <p>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.</p>	<p style="text-align: center;">COMMITMENT TO ISSUE POLICY</p> <p>Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment <u>Conditions, Blank Title Insurance Company</u>, a _____ (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.</p>	<p>The 2016 Commitment sets its Commitment to Issue Policy apart in a separate heading on the first page. It has been criticized for the statement that the commitment is effective “only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured,” but that limitation was also a part of the commitment to insure in the 2006 Commitment.</p>
<p>All liability and obligation under this Commitment shall cease and terminate _____ (here state the time period)* 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.</p>	<p>If all of the Schedule B, Part I—Requirements have not been met within _____ (insert the time period) after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.</p>	<p>See also, Condition 2 of the new 2016 Commitment that reiterates that the commitment will expire, but this second paragraph of the 2016 Commitment To Issue Policy actually sets the term and expiration.</p>
<p>The Company will provide a sample of the policy form upon request.</p>		<p>Section 8 of the 2016 Commitment Conditions on page 12 of this comparison describes pro-forma policies, but the 2016 Commitment does not otherwise contain an offer to provide a sample of the policy</p>
<p>IN WITNESS WHEREOF, Blank 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.**</p> <p>BLANK TITLE INSURANCE COMPANY</p> <p>BY: _____</p>		<p>The countersignature is on first page of the old 2006 Commitment instead of Schedule A as on the new 2016 Commitment.</p>

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PRESIDENT Attest: _____ SECRETARY		
	[Transaction Identification Data for reference only: Issuing Agent: Issuing Office: ALTA® Universal ID: Loan ID Number: Commitment Number: Issuing Office File Number: Property Address:] [Revision Number:]	<p>The Transaction Identification Data is added above Schedule A in the 2016 Commitment to aid the Proposed Insured in identifying the transaction and property to which the commitment applies.</p> <p>Commitment Condition 5(e) on page 10 of this comparison disclaims liability for the accuracy of the information contained in the Transaction Identification Date.</p> <p>The ALTA just began implementation of its Universal ID program to identify each underwriter-confirmed title agent company, real estate attorney, and underwriter direct office in the ALTA Registry. See, https://www.alta.org/registry/.</p>
<p style="text-align: center;">SCHEDULE A</p> 1. Effective Date:	<p style="text-align: center;">SCHEDULE A</p> 1. Commitment Date:	The Effective Date in the 2006 Commitment has been renamed as the Commitment Date in the 2016 Commitment.
2. Policy or Policies to be issued: Amount a. _____ Owner's Policy (Identify form used): \$ _____ Proposed Insured: b. _____ Loan Policy (Identify form used): \$ _____ Proposed Insured:	2. Policy to be issued: (a) [2006 ALTA® Owner's Policy][2006 ALTA® Loan Policy][_____ ALTA® _____ Policy] Proposed Insured: _____ Proposed Policy Amount: \$ _____ [(b) [2006 ALTA® Owner's Policy][2006 ALTA® Loan Policy][_____ ALTA® _____ Policy] Proposed Insured: _____	Section 2 of Schedule A shows a minor change in formatting.

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	Proposed Policy Amount: \$_____]	
3. The estate or interest in the land described or referred to in this Commitment is _____ (Identify estate covered, i.e. Fee, Leasehold, etc.)	3. The estate or interest in the Land described or referred to in this Commitment is _____ (Identify estate covered, i.e., fee, leasehold, etc.)	No significant change
4. Title to the _____ estate or interest in the land is at the Effective Date vested in:	4. Title to the [_____] estate or interest in the Land is at the Commitment Date vested in:	The only significant change is the substitution of 'Commitment Date' for 'Effective Date' in the 2016 Commitment.
5. The land referred to in this Commitment is described as follows:	5. The Land is described as follows:	The definition of 'Land' shortens the provision in the 2016 Commitment.
	BLANK TITLE INSURANCE COMPANY By: _____ Authorized Signatory	The countersignature is on Schedule A of the new 2016 Commitment instead of the first page as on the old 2006 Commitment.
<p style="text-align: center;">SCHEDULE B</p> <p>1. Requirements:</p>	<p style="text-align: center;">SCHEDULE B, PART I Requirements</p> <p>All of the following Requirements must be met:</p> <ol style="list-style-type: none"> 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 	The 2016 Commitment adds these four standard requirements to the form.

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	Records.	
<p>2. 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:</p>	<p style="text-align: center;">SCHEDULE B, PART II Exceptions</p> <p>THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.</p> <p>The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:</p> <p>[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.]</p>	<p>The warning in all caps in the 2016 Commitment is a statement required by the federal government where a set of Covenants, Conditions or Restrictions may contain a provision that has been nullified by federal law and may not be republished applying laws derived since the decision in <i>Shelley v. Kraemer</i>, 334 U.S. 1 (1948) . The 2016 Commitment adds this warning at the beginning of the Exceptions to avoid a violation.</p> <p>The second paragraph of Schedule B, Part II for the 2016 Commitment has been redrafted to except loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A.” It obviates any need to make a specific exception for the terms of an insured lease or easement in Schedule B. The policy presumes that the Insured accepts the terms and provisions of the leases and easements that constitute all or a portion of the insured Title.</p> <p>The 2016 Commitment also adds the standard exception for matters occurring after the Commitment Date as an option so, if the issuing company accepts the option, it won’t be necessary to manually enter the exception in schedule B each time a commitment is issued. A Proposed Insured should expect some form of this exception in every commitment</p> <p>Both commitments will include a list of the matters affecting the Title or the lien of the Insured Mortgage following these introductions to Schedule B.</p>

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CONDITIONS	COMMITMENT CONDITIONS	
<p>1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.</p>	<p>1. DEFINITIONS</p> <p>(a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.</p> <p>(b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.</p> <p>(c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.</p> <p>(d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.</p> <p>(e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.</p> <p>(f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.</p> <p>(g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without</p>	<p>The 2016 Commitment adds seven more definitions drawn from the 2006 ALTA Loan Policy to avoid ambiguity in 2016 Commitment form itself, and the Requirements and Exceptions entered in the Commitment.</p>

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	<p>Knowledge.</p> <p>(h) "Title": The estate or interest described in Schedule A.</p>	
	<p>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.</p>	<p>Condition 2 of the new 08-01-2016 Commitment repeats the second paragraph of its "Commitment to Insure" that specifies the time period. This provision is on the front page of the old 06-17-2006 Commitment, but not repeated in its conditions.</p>
	<p>3. The Company's liability and obligation is limited by and this Commitment is not valid without:</p> <p>(a) the Notice;</p> <p>(b) the Commitment to Issue Policy;</p> <p>(c) the Commitment Conditions;</p> <p>(d) Schedule A;</p> <p>(e) Schedule B, Part I—Requirements; [and]</p> <p>(f) Schedule B, Part II—Exceptions[; and]</p> <p>(g) a counter-signature by the Company or its issuing agent that may be in electronic form].</p>	<p>The ALTA added this list of the sections needed to form a complete commitment. The brackets in subsections (e) through (g) indicate that (g) is optional and the changes to be made if it is omitted. The brackets should not appear in an issued commitment. It will either include subsection (g) or it will not. If subsection (g) is omitted, nothing else in the 2016 Commitment requires a countersignature to make the commitment effective. A state's insurance regulations may require a countersignature, and that would compel inclusion of subsection (g).</p>
<p>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</p>	<p>4. COMPANY'S RIGHT TO AMEND</p> <p>The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.</p>	<p>The progression from the initial order for title insurance to the closing of the transaction is a process, so both commitment forms anticipate amendments as parties are identified and transaction structures change. In addition, the issuing office may amend requirements and exceptions based upon changing information, but if the Company is liable for loss caused by an amendment to a 2016 Commitment, that liability is limited by Commitment Condition 5.</p>

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<p>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.</p>		
<p>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.</p>	<p>5. LIMITATIONS OF LIABILITY</p> <p>(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:</p> <p>(i) comply with the Schedule B, Part I—Requirements;</p> <p>(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or</p> <p>(iii) acquire the Title or create the Mortgage covered by this Commitment.</p>	
<p>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</p>	<p>(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.</p>	

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<p>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.</p>		
	<p>(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.</p>	
	<p>(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.</p>	
	<p>(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.</p>	
	<p>(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.</p>	
	<p>(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.</p>	

ALTA® Commitment Form Adopted 6-17-06	ALTA® Commitment for Title Insurance Adopted 08-01-2016	Notes
	6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT	
	(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.	
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.	(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.	
	(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.	
	(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.	
	(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].	
	(f) When the Policy is issued, all liability and obligation under this Commitment will end	

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	and the Company's only liability will be under the Policy.	
	<p>7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT</p> <p>The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.</p>	
	<p>8. PRO-FORMA POLICY</p> <p>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.</p>	
<p>5. The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.</p>	<p>[9. ARBITRATION</p> <p>The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.]</p>	

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

BLANK TITLE INSURANCE COMPANY

Blank Title Insurance Company, a _____ 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 _____ (here state the time period)* 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.

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The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Blank 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.**

BLANK TITLE INSURANCE COMPANY

BY: _____

PRESIDENT

Attest: _____

SECRETARY

This page is only a part of a 2016 ALTA® Commitment for Title Insurance[issued by _____]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].



Note:

*The time to be stated is optional with the company and should conform to local usage.

**If the Commitment is to be executed by a validating officer, then prior to the "In Witness Whereof" there should be inserted: "This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory." The manner of execution will conform to the company's practice and will of necessity require some modification in the language identifying the manner of execution. This is deemed a matter of format.

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SCHEDULE A

- 1. Effective Date:
- 2. Policy or Policies to be issued: Amount
 - a. _____ Owner's Policy (Identify form used): \$_____

Proposed Insured:

- b. _____ Loan Policy (Identify form used): \$_____

Proposed Insured:

(Note: The Company, in printing, should set forth and identify the form or forms of policies of title insurance to be used. If Commitment is printed showing more than one type of policy, the amount of the policy or policies should be completed and the box checked as to all forms proposed to be issued. The manner of setting up and identifying the policy or policies to be issued is a matter of format.)

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- 3. The estate or interest in the land described or referred to in this Commitment is _____

(Identify estate covered, i.e. Fee, Leasehold, etc.)

- 4. Title to the _____ estate or interest in the land is at the Effective Date vested in:

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

*Items 3 and 4 may be combined or item 3 eliminated completely in instances where the estate to be covered has already been created and is the same as the estate reported on as of the Effective Date of the Commitment. If, however, the estate to be covered is less than a fee and has not

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yet been created and the estate reported on at the Effective Date of the Commitment is the fee, then it would be more appropriate to set forth both items 3 and 4 in the language suggested or in appropriate language, these being matters of format rather than substance.

SCHEDULE B*

1. Requirements:

(Note: Appropriate language should be inserted to set forth the requirements of the Company. In many areas, a subcaption may be used such as: "Instruments in insurable form which must be executed, delivered, and duly filed for record:")

2. 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:

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.

Note: There should be set forth in paragraph numbered II of Schedule B all matters that would be shown in Schedule B of an Owner's Policy issued on the effective date of the Commitment, including those general exceptions such as rights of parties in possession, survey matters, etc., which in many instances are printed as part of Schedule B of the Policy. It is proper to note that an exception shown may be omitted from the Policy as outside of the coverage of the Policy to be issued, or for some other reason.

* In areas where it is not the custom for title companies to state requirements for insurance, the Commitment would be printed without paragraph numbered I of Schedule B and only paragraph numbered II would be shown as a caption for Schedule B.

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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.

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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.

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/>>.

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**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
BLANK 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.

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COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Blank Title Insurance Company*, a _____ (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within _____ (*insert the time period*) after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

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COMMITMENT CONDITIONS**2. DEFINITIONS**

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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[9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.]

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[Transaction Identification Data for reference only:

Issuing Agent:
Issuing Office:
ALTA® Universal ID:
Loan ID Number:
Commitment Number:
Issuing Office File Number:
Property Address:]
[Revision Number:]

SCHEDULE A

1. Commitment Date:
2. Policy to be issued:
 - (a) [2006 ALTA® Owner's Policy][2006 ALTA® Loan Policy][_____ ALTA® _____ Policy]
Proposed Insured: _____
Proposed Policy Amount: \$ _____
 - [(b) [2006 ALTA® Owner's Policy][2006 ALTA® Loan Policy][_____ ALTA® _____ Policy]
Proposed Insured: _____
Proposed Policy Amount: \$ _____]
 - [(c) [2006 ALTA® Owner's Policy][2006 ALTA® Loan Policy][_____ ALTA® _____ Policy]
Proposed Insured: _____
Proposed Policy Amount: \$ _____]
3. The estate or interest in the Land described or referred to in this Commitment is _____ (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the [_____] estate or interest in the Land is at the Commitment Date vested in:
5. The Land is described as follows:

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BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Signatory

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

4. 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.
5. Pay the agreed amount for the estate or interest to be insured.
6. 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.
(Documents to be listed here)

(Additional Requirements may be listed here by number)

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**SCHEDULE B, PART II
Exceptions**

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

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

- [1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.]

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