Commitment No. **DRAFT**
A T07 / SH T04

ATTORNEYS' TITLE GUARANTY FUND, INC.

CHAMPAIGN, ILLINOIS

THIS IS A DRAFT AND MAY BE CHANGED AS A RESULT OF ADDITIONAL TITLE SEARCHES AND OTHER MATTERS.

COMMITMENT FOR TITLE INSURANCE

Attorneys' Title Guaranty Fund, Inc., an Illinois corporation ("ATG®"), 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 ATG.

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 ATG.

ATG will provide a sample of the policy form upon request.

This Commitment shall become effective and binding when Schedule A and Schedule B and any endorsements are signed by a title insurance agent or other authorized signatory of ATG.

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 ATG in writing, ATG shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent ATG is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to ATG, or if ATG otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, ATG at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve ATG from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of ATG 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 ATG 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 ATG or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.*

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

ATTORNEYS' TITLE GUARANTY FUND, INC.
and
Affiliated Companies

PRIVACY POLICY NOTICE

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

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

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

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

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

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

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

THE INFORMATION WE COLLECT

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

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

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

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

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

NONPUBLIC PERSONAL INFORMATION AND NONAFFILIATED THIRD PARTIES

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

NONPUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS

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

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE A

Commitment No.: DRAFT

State Issued: IL

File Name: A T07 / SH T04

1. Effective Date: TO BE DETERMINED

2. Policy or policies to be issued:

[X] Owner's Policy: 2006 ALTA Owner's Policy — Amount: TO BE DETERMINED

Proposed Insured: Buyer at Auction

[ ] Loan Policy: 2006 ALTA Loan Policy — Amount: TO BE DETERMINED IF APPLICABLE*

*NOTE: If requested, a loan policy will be issued for an additional fee paid by Buyer.

Proposed Insured: TO BE DETERMINED IF APPLICABLE

3. The estate or interest in the land described or referred to in this Commitment is a Fee Simple (if other, specify same) and title thereto is at the effective date hereof vested in:

Shawnee Holdings, LLC, a Delaware limited liability company

4. The land referred to in the Commitment is described as follows:

The North Half (N ½);

The East Half (E ½) of the Southeast Quarter (SE ¼);

The East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼); and

The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), EXCEPT: A part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-five (25), Township Nine (9) South, Range Five (5) East of the Third Principal Meridian, Saline County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of said Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-five (25); running north along the west line of said Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) for a distance of 1140 feet; thence running East parallel with the North line of said Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) to the East line of said Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼); thence running South along the East line of said Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) a distance of 1140 feet to the South line of said Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼); thence West along the South line of said Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) to the point of beginning.

All in Section Twenty-five (25) in Township Nine (9) South, Range Five (5) East of the Third Principal Meridian, situated in Saline County, Illinois.

Rhine Ernest LLP
631 N. Market Street
Mt. Carmel, IL 62863
(618) 262-8611

Member No.
1275

Signature of Member or Authorized Signatory

EXCEPTING ALL COAL, OIL, GAS AND OTHER MINERALS AND RIGHTS APPURTENANT THERETO..

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: DRAFT

Effective Date: TP BE DETERMINED
State Issued: IL
File Name: A T07 / SH T04

SECTION I
REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.

2. Pay us the premiums, fees, and charges for the policy.

3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered, and recorded.

4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.

5. If ATG is acting as closing agent on behalf of the proposed Insureds, the following additional requirements must be satisfied at or prior to the closing:
   a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
   b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
   c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
   d. All funds brought to closing must be in the form of wire transfer, certified or cashier's check made payable to Attorneys' Title Guaranty Fund, Inc.

6. If the Property is Commercial and Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
   a. A current ALTA/ASCM or Illinois Land Title Survey Certified to Attorneys' Title Guaranty Fund, Inc.;
   b. A Properly executed ALTA Statement;
   Matters disclosed by the above documentation will be shown specifically on Schedule B.
   NOTE: There will be an additional charge for this coverage.

7. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.

8. Per Illinois law, for closings on or after January 1, 2011, ATG will issue Closing Protection Letters to the parties to the transaction if it is closed by ATG or its approved title insurance agent.

Rhine Ernest LLP
631 N. Market Street
Mt. Carmel, IL 62863
(618) 262-8611

Member No.
1275

Signature of Member or Authorized Signatory

9. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways, (1) as an email from the domain "@atgf.com," or (2) as a fax from a fax number that is in the range 312.224.0195 thru 312.224.0395 or 217.403.7400 thru 217.403.7459.

SECTION II
EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.

3. Easements, or claims of easements, not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records; and

5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any loan policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:

   a. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records;

   b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

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

4. Recordation or registration of duly executed and delivered instruments sufficient to create the estate or interest to be insured.

5. Taxes for the year 2014 and thereafter.

   2013 taxes in the amount of $1,895.70 are PAID. (based on allocations)

   Taxes for the years 2014 and 2015 are not yet due and payable.

   The Property Tax Id No.s for the subject property: 02-1-026-01; 02-1-026-03; 02-1-027-01; 02-1-028-03.

6. The certificate of authority of Shawnee Holdings, LLC to do business in Illinois issued by the Secretary of State should be produced, and in default thereof, the policy or policies to be issued will contain the following exception:

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

Upon a conveyance or mortgage of the land provide a certified copy of proper resolutions, passed by the stockholders and directors of the party in title, authorizing the execution of the deed of conveyance or mortgage.

Franchise tax in favor of the State of Illinois against Shawnee Holdings, LLC, a foreign company existing under the laws of the State of Illinois.

7. As per Secretary of State, Shawnee Holdings, LLC, is shown to be in "good standing" with the State of Illinois. The next annual report due is prior to April 17, 2015.

8. All rights-of-way and easements apparent on the premises and the following rights-of-way or easements, if any, appearing of record:

   a. Various rights of ingress, egress or transportation held by other mineral owners and/or lessees.

   b. Rights of the public, State of Illinois, and/or municipality to property dedicated for roads or highways.

   c. Rights of way for drainage ditches, drainage tiles, feeders, laterals, and underground pipes or pipelines, if any.

   d. Various rights of ingress, egress, or transportation held by third parties, if any.

   e. Any public utility easements on, over, or through the premises, if any.

   f. A Right of Way Easement from R.C. Davenport, et al., to the South Eastern Illinois Electric Cooperative, Inc., dated June 8, 1939, and recorded on October 14, 1954, in Record Book 312, at page 434, granting the right to place, construct, repair, maintain and relocate an electric transmission line.

   g. A Right of Way Easement from Sahara Coal Company to Southeastern Illinois Electric Cooperative, Inc., dated July 27, 1967, recorded in Record Book 460, at Page 444, granting the right to construct, operate and maintain an electric transmission line.

   h. A Right of Way Deed from Sahara Coal Company to the State of Illinois dated October 14, 1974, and recorded on October 115, 1974, in Record Book 501, at page 50.

   i. A Right of Way Easement from Sahara Coal Company to the Town of Carrier Mills, dated October 14, 1975, and recorded on October 15, 1974, in Record Book 501, at Page 50, for dedication of a public road.

   j. A Right of Way Easement from Southern Illinois Land Co. Inc. to Southern Illinois Power Cooperative dated August 5, 2008, recorded on August 22, 2008, in Record Book 1942, pages 160-164.

   k. A Rural Development Right of Way Easement from Southern Illinois Land Company, Inc, to Liberty Ledford Water District, dated April 20, 2009, recorded on May 5, 2009, in Record Book 1955, at page 429, in the Office of the Recorder, Saline County, Illinois.

   l. A Conservation Easement from Shawnee Holdings, LLC, to Land Conservation Trust of Southern Illinois, dated November 28, 2014, and recorded December 3, 2014, in Book 2086, at pages 643 to 650, in the Office of the Recorder, Saline County, Illinois, granting the perpetual right and exclusive easement to use, monitor and enforce a Conservation Easement pursuant to the Illinois Real Property Conservation Rights Act, 765 ILCS 120, to, in, over, and across all that portion of the above-described Tract 04-M lying in the West Half (W ½) of the Northwest Quarter (NW ¼); Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼); and the Northern part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-Five (25).

   m. A Conservation Easement from Shawnee Holdings, LLC, to Land Conservation Trust of Southern Illinois, dated November 28, 2014, and recorded December 3, 2014, in Book 2086, at pages 651 to 658, in the Office of the Recorder, Saline County, Illinois, granting the perpetual right and exclusive easement to use, monitor and enforce a Conservation Easement pursuant to the Illinois Real Property Conservation Rights Act, 765 ILCS 120, to, in, over,

and across all that portion of the above-described Tract 04-M other than that lying in the West Half (W ½) of the Northwest Quarter (NW ¼); Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼); and the Northern part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-Five (25).

n. A Conservation Easement from Shawnee Holdings, LLC, to Land Conservation Trust of Southern Illinois, dated November 28, 2014, and recorded December 3, 2014, in Book 2086, at pages 659 to 666, in the Office of the Recorder, Saline County, Illinois, granting the perpetual right and exclusive easement to use, monitor and enforce a Conservation Easement pursuant to the Illinois Real Property Conservation Rights Act, 765 ILCS 120.

9. Rights to purchase of surface created by Warranty Deed conveying the coal underlying the subject property dated January __, 1906, recorded January 15, 1906, in Record Book 87, at page 9, from R.L. Russell, et al., to O'Gara Coal Company. In said deed, the Grantee, O'Gara Coal Company, was provided the "right to purchase so much of the surface as might be necessary for coal mining purposes at rate of $50.00 per acre."

10. Rights, if any, of Everett Wiley and Bess Wiley, his wife, Shelby Wiley and Emma Wiley, his wife, and LeRoy Wiley and Florence Wiley, his wife, created by Warranty Deed dated March 1, 1948, and recorded April 12, 1948, in Deed Record Book 195, at Page 146. In said deed, said parties conveyed the subject property to Sahara Coal Company reserving "the buildings, crops and improvements now on said premises with the right to remove the same ... within such time as will not interfere with the stripping mine operations of the grantee on or adjacent to the above premises ... "

11. Rights of Coy A. Weaver and Ora W. Weaver, his wife, created by Quitclaim Deed dated March 14, 1952, recorded on March 19, 1952, in Record Book 318, at Page 209. In said deed, said parties conveyed the subject property to Sahara Coal Company reserving the buildings and improvements now on said premises with the right to remove the same.

12. Rights existing under LEASE OF PROPERTY FOR OPERATION OF AN EDUCATIONAL PROGRAM ENTITLED "HUNTING PRESERVE AND COMMERCIAL WILDLIFE MANAGEMENT", between Shawnee Ranch, Inc., and Southeastern Illinois College. Said lease is dated October 8, 1996, with an expiration date of October 7, 2001. However, we note in the body of this lease several references to "any extension of this lease by the parties." While we note the lease, there is no document of record in the Office of the Recorder of Saline County extending said lease. As previously noted, this commitment does not cover rights of any tenant, farm tenant, leasee, or other party in possession or rights created by virtue of any unrecorded document.

13. This commitment, and policy when issued, does not cover any loss due to any errors or discrepancies in abstract of title covering a portion of the subject property from sovereignty to November 6, 1950, at 3:00 p.m., certified by C.E. Taylor, abstracter, and relied upon for said commitment.

14. Consequences, if any, due to failure of patents of any portion of the subject property of this commitment to be made of public record in the Office of the Recorder, Saline County, Illinois.

15. This commitment, and policy when issued, does not cover ownership of oil and gas, coal, or any other mineral or surface rights appurtenant thereto, nor does this commitment cover any rights created by any Oil and Gas or Coal Mining Lease covering the subject property, including, but not limited to, leases with expired primary terms with interests that could continue by virtue of continuous production. Any references or information provided herein as to minerals, any subsurface rights, or any surface rights appurtenant thereto are for informational purposes only, may not be comprehensive, and should not be relied upon

16. Rights of any tenant, farm tenant, lessee, or other party in possession or rights created by virtue of any unrecorded document.

17. Survey and boundary adjustments as a result of possessions by third parties.

18. Riparian rights and water rights, if any.

19. Financing statements, if any, which are not of record in the County of Williamson and the State of Illinois.

20. Matters affecting title, if any, occurring seventy-five years prior to the effective date of this commitment.

21. This commitment, and policy when issued, does not cover the accuracy of any survey provided to any party concerning the subject property, nor does this commitment cover errors in the legal descriptions of the property, if any, or other matters which would be disclosed by a current and complete survey of the property.

End of Schedule B

ATTORNEYS' TITLE GUARANTY FUND, INC.

DISCLOSURE STATEMENT
CONTROLLED BUSINESS ARRANGEMENT

Commitment No. (if available): DRAFT

This disclosure is made to (check one or both):

[v] Seller/Owner: Shawnee Holdings, LLC, a Delaware limited liability company

[v] Buyer: Buyer at Auction

Regarding the property located at:

Street Address	City	State	Zip Code
		IL	

This disclosure is made by the undersigned as an agent of Attorneys' Title Guaranty Fund, Inc. (ATG).

In connection with the property described above, the undersigned will issue title insurance and/or provide escrow services through ATG. The undersigned producer is a title insurance agent of ATG and has a financial interest in that company and, therefore, makes, or has made, the following estimate of the fees and charges that are known and which will be made in connection with the recommended title and/or escrow services.

Only those charges that may be paid by the parties to whom this disclosure is made are disclosed herein. If there are additional parties who choose to utilize services from ATG, there may be additional charges for those services.

Thank you for selecting ATG.

*Owner Title Policy:	
*Mortgagee Title Policy:	
Escrow or Closing Fee:	$0.00
Closing Protection Letter(s)	$0.00
Other Fees:	
Total Estimated Charges:	$0.00

*These estimated figures include all charges/services such as title search, title examination, title insurance premiums, and final issuance of policies. These estimates may be revised if any unusual circumstances occur, unusual risks are "insured over," and/or lenders require special endorsements, which extend their coverage.

You are not required to use ATG as a condition for settlement of your loan on, or purchase, sale, or refinance of, the subject property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

The undersigned does hereby certify that the above disclosure was made to the above named parties on _____ Date

Signature of Agent: _____

Name of Agent: Rhine Ernest LLP

Date: _____

ACKNOWLEDGMENT

I/WE have read this disclosure form and understand that the above-named agent is referring me/us to purchase the above described settlement services from ATG and may receive a financial or other benefit as a result of this referral.

Seller/Owner: _____ Date: _____

_____ Date: _____

Buyer: _____ Date: _____

_____ Date: _____

NOTE: (IN ILLINOIS) PURSUANT TO SECTION 18(B) OF THE TITLE INSURANCE ACT, THE TITLE INSURANCE COMPANY, INDEPENDENT ESCROWEE, OR TITLE INSURANCE AGENT SHALL MAINTAIN THIS DISCLOSURE FORM FOR A PERIOD OF 3 YEARS.

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATTORNEY-TITLE AGENT DISCLOSURE

Property in Saline County, Illinois.

Please be advised that (Agent) is authorized to issue title insurance as an agent for Attorneys' Title Guaranty Fund, Inc., (ATG®) and plans to examine the public records and issue title insurance as part of his/her representation on your real estate transaction. Agent has a financial interest in the title insurance portion of the transaction and will be paid a fee for providing services as a title insurance agent.

You are also receiving a DS-1 Disclosure Statement setting forth the estimated total title fees in this transaction. In addition, once it is determined, the amount of Agent's compensation will be set forth on line 1107 of the HUD-1 Settlement Statement you will receive at the closing of the transaction.

You are not required to use ATG as a condition for settlement of your transaction. There are other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

In the event you have any questions with respect to Agent's representation or with respect to Agent's role as a title agent, please contact Agent. You may also, if you desire, seek an opinion from another attorney regarding the provision of these services.

ACKNOWLEDGMENT AND APPROVAL:

I/we understand and approve the foregoing and that Agent will provide title insurance through ATG.

Name of Client (print)	Name of Client (print)
Signature of Client	Signature of Client
Date	Date

ATTORNEYS' TITLE GUARANTY FUND, INC.

ALTA STATEMENT

Commitment to Insure Title No. DRAFT

The Owner/Seller and Purchaser certify to Attorneys' Title Guaranty Fund, Inc. that, with respect to the land described in the above Commitment to Insure Title, and to their best knowledge and belief:

1. Within the last six (6) months: (a) no labor, services, or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus, or equipment been attached to the land or building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus, or equipment that are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received; except the following, if any:

   None.

2. There are no open mortgages, revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages on title, other than those shown on Schedule B of the Commitment to Insure Title, except the following, if any:

   None.

3. All management fees are fully paid, except the following, if any:

   None.

4. There are no unrecorded security agreements, leases, financing statements, chattel mortgages, or conditional sales agreements regarding any appliances, equipment, or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

   None.

5. There are no unrecorded contracts or options to purchase the land, except the following, if any:

   None.

6. There are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

   None.

7. If the land is "commercial real estate," as defined per statute, there are no written agreements with any "broker," nor has anyone provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, leasing, subleasing, or otherwise conveying or acquiring any interest in the land, except the following, if any:

   None.

Any person or entity signing this Statement who is also the mortgagor in a mortgage to be insured under a Mortgagee Policy to be issued pursuant to the above Commitment to Insure Title certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the mortgage and obligations to sell, pledge, or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative, or assigns.

The Owner/Seller and the Purchaser make this Statement for the purpose of inducing Attorneys' Title Guaranty Fund, Inc. to issue Owner and Mortgagee Title Insurance Policies with respect to the land described in the above Commitment to Insure Title.

Seller(s) or Owner(s)	Purchaser(s) or Borrower(s)
_____	_____
Shawnee Holdings, LLC	Buyer at Auction

NOTARY

Subscribed and sworn to before me this

_____ day of _____, _____
Day Month Year

_____
Notary Public

NOTARY

Subscribed and sworn to before me this

_____ day of _____, _____
Day Month Year

_____
Notary Public

LENDER'S DISBURSEMENT STATEMENT

The Lender hereby certifies to Attorneys' Title Guaranty Fund, Inc., that on the _____ day of _____, _____, complete
Day Month Year
and final disbursement of the proceeds of the loan secured by the mortgage to be insured pursuant to above Commitment to Insure Title was made to or on the order of the mortgagors; and that the Lender has no knowledge nor does the Lender require that the proceeds of the loan are to be used to pay for labor and material in the making of future improvements or repairs on the land described in the mortgage or upon any building located thereon. Attorneys' Title Guaranty Fund, Inc. is authorized and directed to issue its Mortgagee Title Insurance Policy as of a date no earlier than the date of the complete and final disbursement set forth above.

Lender: _____ Loan No.: _____

By: _____